

STATE OF ARIZONA
COUNTY OF PIMA
Witness my hand and Official Seal.

I hereby certify that the within instrument was filed for record in Pima County, Arizona on _____



No. 20171 City Clerk
Book 6993-819-825
Date: MAR 22 83-1 PM
Request of Cella Barr Assoc.

Indexed	Paged	Blotted

FORM 4-10

IC- 700
Fees: 6.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED, OWNERS IN FEE OF THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF ARIZONA, COUNTY OF PIMA, KNOWN AS 101 E. UNIVERSITY, TUCSON, PIMA COUNTY, ARIZONA, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

Amherst Club Condominiums, Units 1 through 20 and Common Area A according to the plat of record in the office of the County Recorder of Pima County, Arizona. In Book 2 of Maps, page 4. HEREBY COVENANT, AGREE AND DECLARE THAT ALL OF SAID PROPERTY AND DWELLING UNITS HEREOF ARE AND WILL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH ARE HEREBY DECLARED TO BE FOR THE BENEFIT OF ALL OF THE PROPERTY DESCRIBED HEREIN, AND THE OWNERS THEREOF, THEIR HEIRS, SUCCESSORS, GRANTEEES AND ASSIGNS. THIS DECLARATION, TOGETHER WITH THE PLAT HERETOFORE RECORDED IN BOOK 26 PAGE 2 AND THE DECLARATION OF HORIZONTAL PROPERTY REGIME, HERETOFORE RECORDED IN DOCKET 6993, PAGE 817-818, ESTABLISHES A PLAN FOR THE INDIVIDUAL OWNERSHIP OF REAL PROPERTY ESTATES CONSISTING OF AN AREA OF CUBIC SPACE AND THE IMPROVEMENTS CONTAINED THEREIN, SO DESIGNATED ON THE PLAT AND SO IMPROVED, AND 1/20TH OF THE REAL PROPERTY DESCRIBED ABOVE AND ALL OF THE REMAINING PROPERTY WHICH IS HERINAFTER DEFINED AND REFERRED TO AS THE "COMMON ELEMENT". SAID INSTRUMENTS ESTABLISH AND IMPOSE A PLAN OF CONDOMINIUM OWNERSHIP FOR THE IMPROVEMENT AND DEVELOPMENT OF SAID PROPERTY DESCRIBED HEREIN AND THE ADOPTION AND ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS UPON SAID LAND AND UPON ALL DWELLING UNITS LOCATED THEREON, AND UPON THE USE, OCCUPANCY AND ENJOYMENT THEREOF. EVERY COVEYANCE OF ANY OR SAID DWELLING UNITS, OR PROPERTY OR PORTION THEREOF SHALL BE AND IS SUBJECT TO THE SAID COVENANTS, CONDITIONS AND RESTRICTIONS AS FOLLOWS:

6993 MAP 819

ARTICLE I

DEFINITIONS

SECTION 1. THE TERMS "COMMON ELEMENTS", AND "DWELLING UNIT" SHALL HAVE THE DEFINITION WHICH IS GIVEN TO THEM IN THE PLAT AND DECLARATION OF HORIZONTAL PROPERTY REGIME AS RECORDED IN BOOK _____ OF MAPS, PAGE _____ THEREOF, AND DOCKET _____, PAGE _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER.

SECTION 2. "ASSOCIATION" SHALL MEAN AND REFER TO AMHERST CLUB HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AND SHALL CONSTITUTE THE COUNCIL OF CO-OWNERS REFERRED TO IN A.R.S. 33-551 ET SEQ.

SECTION 3. "PROPERTY" SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY HEREBY DESCRIBED, AND SUCH ADDITIONS THERETO AS MAY HEREAFTER BE BROUGHT WITHIN THE JURISDICTION OF THE ASSOCIATION. THE COMMON ELEMENTS SHALL ALSO INCLUDE ALL COMMUNITY AND COMMERCIAL FACILITIES, PUBLIC UTILITY LINES, PRIVATE SEWER LINES AND GARBAGE AND TRASH BINS.

SECTION 4. "MEMBER" SHALL MEAN AND REFER TO EVERY PERSON OR ENTITY WHO HOLDS MEMBERSHIP IN THE ASSOCIATION.

SECTION 5. "OWNER" SHALL MEAN AND REFER TO THE OWNER ENTITLED TO POSSESSION OF EACH DWELLING UNIT WHICH IS PART OF THE PROPERTIES, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.

SECTION 6. "DECLARANT" SHALL MEAN AND REFER TO THE U.S. LIFE TITLE COMPANY AS TRUSTEE UNDER TRUST NUMBER 895, ITS SUCCESSORS OR ASSIGNS.

SECTION 7. "MORTGAGE" SHALL INCLUDE NOT ONLY MORTGAGES BUT ALSO DEEDS OF TRUST, AND THE TERM "MORTGAGES" SHALL INCLUDE A BENEFICIARY UNDER A DEED OF TRUST.

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ARTICLE II

MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS THE OWNER ENTITLED TO POSSESSION OF ANY DWELLING UNIT WHICH IS SUBJECT TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND TO ASSESSMENT BY THE ASSOCIATION SHALL BE A MEMBER OF THE ASSOCIATION. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES WHO HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY DWELLING UNIT WHICH IS SUBJECT TO ASSESSMENT BY THE ASSOCIATION. MEMBERSHIP OF SUCH DWELLING UNITS WHICH IS SUBJECT TO ASSESSMENT BY THE ASSOCIATION. OWNERSHIP OF EACH DWELLING UNIT SHALL BE THE SOLE QUALIFICATION FOR MEMBERSHIP.

ANY PURCHASER, TENANT OR SUB-TENANT MUST BE FIRST APPROVED BY THE BOARD OF DIRECTORS OF AMHERST CLUB ASSOCIATION, INC. SAID BOARD SHALL BE GIVEN NOTICE IN WRITING OF ANY INTENDED SALE OR LEASE OR SUB-LEASE. SAID BOARD SHALL HAVE FIFTEEN (15) DAYS AFTER RECEIVING SUCH NOTICE TO APPROVE OR DISAPPROVE THE SAME SHOWING CAUSE. IN THE EVENT NO ACTION IS TAKEN WITHIN SAID FIFTEEN (15) DAYS, SAID INTENDED SALE, LEASE OR SUB-LEASE SHALL BE DEEMED APPROVED. IN ADDITION, WITHIN SAID FIFTEEN (15) DAY PERIOD SAID BOARD SHALL HAVE THE OPTION TO PURCHASE LEASE OR SUB-LEASE THE SAME, AS THE CASE MAY BE, FOR AND ON BEHALF OF THE OWNERS OF THE OTHER PARCELS, ON THE SAME TERMS OF SALE, LEASE OR SUB-LEASE, AS THE CASE MAY BE. ANY SALE, LEASE OR SUB-LEASE OF A UNIT BY ITS OWNER, OR TRANSFER OF THE SAME BY OPERATION OF LAW, SHALL SERVE TO TRANSFER, CONVEY, LEASE OR SUB-LEASE TO THE SAME EXTENT ALL OF SAID OWNER'S RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY HELD IN COMMON. NO DWELLING UNIT MAY BE RENTED FOR A HOTEL OR ANY OTHER TRANSIENT PURPOSE, WHICH SHALL BE CONSTRUED TO MEAN FOR A PERIOD LESS THAN SIXTY (60) DAYS. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO THE DECLARANT.

ARTICLE III

VOTING RIGHTS

SECTION 1. THE ASSOCIATION SHALL HAVE ONE (1) CLASS OF VOTING MEMBERSHIP. EACH MEMBER SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH DWELLING UNIT IN WHICH HE OWNS OR HOLDS AN INTEREST MEMBERSHIP. FOR THE PURPOSES HEREOF, THERE SHALL BE BUT ONE (1) VOTE FOR EACH DWELLING UNIT WHETHER OR NOT THE SAME IS OWNED BY ONE (1) PERSON, BY A HUSBAND AND WIFE, OR BY JOINT TENANTS, OR ANY OTHER FORM OF OWNERSHIP. SUCH CO-OWNERS MUST AGREE ON THE VOTE AND IF THEY CANNOT AGREE, THE VOTE MAY NOT BE CAST.

SECTION 2. EACH OWNER DESIGNATES THE DECLARANT AS TRUSTEE TO HOLD HIS STOCK AND TO VOTE THE SAME PURSUANT TO THE LIMITATIONS HEREOF:

Each owner designates the declarant as trustee to hold his stock and to vote the same until 120 days after 75% of the dwelling units have been conveyed to purchasers.

ARTICLE IV

PROPERTY RIGHTS

SECTION 1. MEMBER'S EASEMENTS OF ENJOYMENT. EVERY MEMBER SHALL HAVE A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON ELEMENTS AND SUCH EASEMENT SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE OF EVERY ASSESSED DWELLING UNIT, SUBJECT TO THE FOLLOWING CONDITIONS:

(A) THE RIGHT OF THE ASSOCIATION TO LIMIT THE NUMBER AND MANNER OF GUESTS USAGE TO A REASONABLE MANNER AND EXTENT.

(B) THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS OF A MEMBER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS DWELLING UNIT REMAINS UNPAID; AND FOR A PERIOD NOT TO EXCEED ONE HUNDRED TWENTY (120) DAYS FOR ANY INFRACTION OR ITS PUBLISHED RULES AND REGULATIONS.

SECTION 2. DELEGATION OF USE. ANY MEMBER MAY DELEGATE, IN ACCORDANCE WITH THE BY-LAWS, HIS RIGHT OR ENJOYMENT TO THE COMMON ELEMENTS AND FACILITIES TO THE MEMBERS OF HIS FAMILY, HIS TENANTS, HIS GUESTS, OR CONTRACT PURCHASERS WHO RESIDE ON THE PROPERTY, SO LONG AS SAID USAGE IS REASONABLE AND WITHIN THE RULES ESTABLISHED BY THE ASSOCIATION.

SECTION 3. GENERAL EASEMENTS. THERE IS HEREBY CREATED A BLANKET EASEMENT UPON, ACROSS, OVER AND UNDER ALL OF THE PROPERTIES FOR INGRESS, EGRESS, INSTALLATION, REPLACING, REPAIRING, AND MAINTAINING ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS, TELEPHONES AND ELECTRICITY. IN ADDITION, THERE IS HEREBY CREATED AN EASEMENT FOR THE PURPOSE OR MAKING ANY NECESSARY REPAIR TO ADJACENT DWELLING UNITS.

SECTION 4. PARKING SPACES. EACH MEMBER SHALL HAVE THE EXCLUSIVE RIGHT TO USE ONE (1) DESIGNATED PARKING SPACE WHICH IS TO BE MAINTAINED IN A CLEAN AND ORDERLY CONDITION AND NOT MERELY FOR STORAGE OR REPAIR PURPOSES.

A NON-EXCLUSIVE PRIVATE EASEMENT IS ESTABLISHED OVER AND ACROSS THE COMMON ELEMENTS, DRIVEWAYS, ROADS AND ALLEYS WITHIN THIS PROJECT FOR INGRESS AND EGRESS AND SERVICE, AND FOR OTHER CASES WHICH DO NOT UNREASONABLY INTERFERE WITH THEIR USE BY OTHERS. NO PARKING, PLACING, STANDING, STORAGE OR REPAIR OF MOTOR VEHICLES SHALL BE CONDUCTED OR PERMITTED UPON ANY OF THE DRIVEWAYS, ROADS AND ALLEYS.

ARTICLE V

MAINTENANCE ASSESSMENTS

SECTION 1. AMHERST CLUB HOMEOWNERS ASSOCIATION, INC., SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE PROPERTY AND IMPROVEMENTS IN THE COMMON ELEMENTS, SHALL DO ALL THINGS NECESSARY FOR THE GENERAL BENEFIT AND WELFARE OF THE PROPERTY OWNERS IN THE COMMON ELEMENTS, AND SHALL MANAGE AND MAINTAIN SAID COMMON ELEMENTS IN ACCORDANCE WITH ITS BY-LAWS, ITS ARTICLES OF INCORPORATION, AND PROVISIONS OF THESE PRESENTS.

THE OWNERS OF THE DWELLING UNITS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF ALL PORTIONS OF THEIR RESPECTIVE DWELLING UNITS AND PARKING SPACE. EACH OWNER SHALL UNDERTAKE HIS OBLIGATION OF MAINTENANCE AND REPAIRS WITHOUT DISTURBING IN ANY MANNER THE RIGHTS OF OTHER OWNERS. EACH OWNER SHALL BE RESPONSIBLE FOR AND PAY FOR ALL DAMAGES HE, HIS GUESTS OR EMPLOYEES MAY CAUSE TO ANY DWELLING UNIT OTHER THAN HIS OWN, OR TO ANY PORTION OF THE COMMON ELEMENTS. IN ADDITION, EACH OWNER SHALL BE RESPONSIBLE FOR HIS OWN DWELLING UNIT'S UTILITIES COSTS (EXCLUDING WATER), AD VALOREM TAXES (FOR BOTH THE DWELLING UNIT AND THE OWNER'S UNDIVIDED INTEREST IN THE COMMON ELEMENTS), AND APPLIANCE REPAIRS, INCLUDING BUT NOT LIMITED TO REFRIGERATION UNITS, REFRIGERATORS, FURNACE, FANS, STOVE, WATER HEATER, DISHWASHER, DISPOSAL AND ALL OTHER APPLIANCES WITHIN HIS OWN DWELLING UNIT.

SECTION 2. AMHERST CLUB HOMEOWNER'S ASSOCIATION, INC., SHALL HAVE THE POWER AND BE REQUIRED TO LEVY MONTHLY ASSESSMENTS FOR THE PURPOSES SET FORTH IN SECTION 3 HEREINBELOW, PAYABLE AT LEAST ONE (1) MONTH IN ADVANCE, BY MEANS OF NOTICE AND/OR INVOICE TO THE OWNERS. AMHERST CLUB HOMEOWNERS ASSOCIATION, INC., SHALL HAVE THE AUTHORITY AND POWER TO COLLECT DELINQUENT ASSESSMENTS BY ACTION AT LAW OR OTHERWISE FROM THE OWNERS. PAYMENTS SHALL BE DUE ON THE FIRST DAY OF EACH MONTH AFTER CLOSING OF THE SALE OF THE DWELLING UNIT, AND SHALL BECOME DELINQUENT TEN (10) DAYS THEREAFTER IF NOT FULLY PAID. ALL DELINQUENT ASSESSMENTS SHALL BECOME A LIEN ON SAID DWELLING UNIT AND SHALL BEAR INTEREST AT THE RATE OF SEVENTEEN (17%) PERCENT PER ANNUM FROM THE DATE ON WHICH THEY BECOME DELINQUENT.

ANY SUCH LIEN SHALL BE SUBJECT AND SUBORDINATE TO AND SHALL NOT AFFECT THE RIGHTS OF ANY RECORDED FIRST REALTY MORTGAGE UPON ANY OF SAID DWELLING UNITS MADE IN GOOD FAITH AND FOR VALUE, WHETHER OR NOT NOW EXISTING OR MADE AND RECORDED AT ANY TIME HEREAFTER. SHOULD A MORTGAGE OF A FIRST MORTGAGE OF RECORD, OR ANY ASSIGNEE OF A FIRST MORTGAGE, SUCH ACQUIRER OF TITLE, HIS SUCCESSORS OR ASSIGNS, INCLUDING ANY PURCHASER AT THE SHERIFF'S SALE ORDERED BY SAID FORECLOSURE, SHALL NOT BE LIABLE FOR THE SHARE OF COMMON EXPENSES OR ASSESSMENTS BY THE ASSOCIATION CHARGEABLE TO SUCH DWELLING UNIT WHICH BECAME DUE PRIOR TO ACQUISITION OF TITLE TO SUCH DWELLING UNIT BY SUCH ACQUIRER. AFTER ACQUISITION OF TITLE SUCH ACQUIRER SHALL PAY THE SHARE OF COMMON EXPENSES OR ASSESSMENTS CHARGEABLE TO SUCH DWELLING UNIT.

IN THE EVENT IT SHALL BECOME NECESSARY FOR THE ASSOCIATION TO EMPLOY ATTORNEYS TO COLLECT DELINQUENT ASSESSMENTS, WHETHER BY FORECLOSURE OF THE LIEN CREATED HEREIN OR OTHERWISE, THE DELINQUENT OWNER SHALL PAY, IN ADDITION TO THE ASSESSMENTS AND INTEREST ACCRUED THEREON, A REASONABLE ATTORNEY'S FEE AND ALL OTHER COSTS AND EXPENSE INCURRED BY THE ASSOCIATION AS A RESULT OF SAID DELINQUENCY.

SECTION 3. THE OWNER OF EACH DWELLING UNIT SHALL PAY TO THE ASSOCIATION WITHIN TEN (10) DAYS FROM THE RECEIPT OF NOTICE AND INVOICE, A SUM EQUAL TO THE FOLLOWING: 1/20TH OF THE ACTUAL COSTS TO THE ASSOCIATION OF ALL WATER USED IN THE PROPERTIES BOTH FOR PRIVATE USE AND FOR THE COMMON ELEMENTS, PLANTING, LANDSCAPING AND MAINTENANCE FOR ALL COMMON ELEMENTS, LEGAL AND ACCOUNTING EXPENSES OF THE ASSOCIATION, STREET AND ALLEY MAINTENANCE, REPAIR AND CLEANING, A MANAGEMENT FEE FOR THE PROPERTY'S MANAGER, GAS AND ELECTRIC EXPENSES OF THE COMMON ELEMENTS, INSURANCE PREMIUMS (DESCRIBED BELOW IN SECTION 4), AND FOR A RESERVE ACCOUNT FOR THE REPAIR, MAINTENANCE AND REBUILDING OF FENCES, ROADS AND OTHER PERMANENT STRUCTURES WHICH ARE PART OF THE COMMON ELEMENTS, UTILITY AND SEWER SERVICE LINES HELD IN COMMON, FOR THE MAINTENANCE AND REPAIR OF THE PORTIONS OF THE DWELLING UNITS WHICH THE ASSOCIATION HAS THE RESPONSIBILITY FOR UNDER SECTION 1 OF THIS ARTICLE, AND REPAIR AND MAINTENANCE AND OTHER NECESSARY COSTS IN SAID COMMON ELEMENTS.

AN OWNER CANNOT EXEMPT HIMSELF OR HIS UNIT FROM THIS ASSESSMENT BY NON-USE OF THE DWELLING UNIT, BUT HE SHALL BE LIABLE FOR THE SAME AS LONG AS HE SHALL OWN THE DWELLING UNIT.

SHOULD AN OWNER MAKE A VOLUNTARY CONVEYANCE OF A DWELLING UNIT, HE AND HIS BUYER SHALL BE AND REMAIN JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF ALL PAST ASSESSMENTS EXISTING UNPAID AT THE TIME OF THE CONVEYANCE.

SECTION 4. AMHERST CLUB HOMEOWNERS ASSOCIATION, INC., SHALL SECURE POLICIES SO THAT A BLANKET FIRE INSURANCE POLICY IS IN FORCE AT ALL TIMES COVERING ALL ASSOCIATION ACTIVITIES AND PROPERTY WITH LIABILITY INSURANCE IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00)

EACH OWNER SHALL SECURE A FIRE AND EXTENDED COVERAGE INSURANCE POLICY OR POLICIES IN AN AMOUNT SUFFICIENT TO ADEQUATELY AND PROPERLY INSURE HIS DWELLING UNIT ASSIGNED TO HIM. IN THE EVENT OF DAMAGE OR DESTRUCTION TO THE OWNER'S DWELLING UNIT ASSIGNED TO HIM BY FIRE OR OTHER CASUALTY, THE OWNER SHALL MAKE IMMEDIATE ARRANGEMENTS FOR THE REBUILDING OR REPAIRING THE DAMAGED OR DESTROYED PROPERTY WITHIN THIRTY (30) DAYS OF THE CASUALTY LOSS, THEN THE ASSOCIATION SHALL HAVE THE RIGHT TO CONTRACT FOR THE REBUILDING AND/OR REPAIRING. SUCH COST SHALL BECOME A LIEN ON THE OWNER'S PROPERTY AND MAY BE ENFORCED TO THE SAME EXTENT AS THE LIEN HERETOFORE DESCRIBED FOR THE NON-PAYMENT OF THE MAINTENANCE ASSESSMENTS.

ANY RECONSTRUCTION OR REPAIR MUST BE SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE ORIGINAL BUILDING OR, IF NOT, THEN ACCORDING TO PLANS AND SPECIFICATIONS APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND BY THE OWNERS OF ALL DAMAGED PROPERTY THEREIN, WHICH APPROVALS SHALL NOT BE UNREASONABLY WITHHELD.

SECTION 5. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL HAVE THE RIGHT TO DESIGNATE A PERSON WHO MAY ENTER INTO A DWELLING UNIT FOR FIRE AND SAFETY INSPECTION PURPOSES, SAID RIGHT OF ENTRY TO BE ONLY AT REASONABLE TIMES AND REASONABLE INTERVALS.

SECTION 6. NO AGREEMENT MADE BY THE ASSOCIATION MAY AFFECT THE RIGHT OF ANY PRIOR MORTGAGEE OF THE DESCRIBED PROPERTY.

SECTION 7. THE DUTY OF AN OWNER TO PAY THE MONTHLY MAINTENANCE ASSESSMENT AS PROVIDED FOR IN THIS ARTICLE IS ABSOLUTE AND SHALL NOT BE AFFECTED BY ANY CLAIM THE OWNER MAY HAVE, OR BELIEVES HE HAS, AGAINST ANY OTHER PERSON OR CORPORATION, INCLUDING THE DECLARANT OR ANY CONTRACTOR OR SUB-CONTRACTOR CONNECTED IN ANY WAY WITH ANY CONSTRUCTION OR ALTERATIONS OF THE PROPERTIES.

ARTICLE IV

ARCHITECTURAL CONTROL

EXCEPT FOR IMPROVEMENTS OR ALTERATIONS UNDERTAKEN BY THE DECLARANT, NO BUILDING, FENCE, WALL, ENCLOSURE OR OTHER STRUCTURE OR MODIFICATION SHALL BE COMMENCED, ERRECTED, OR MAINTAINED UPON THE PROPERTY, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THERE TO BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, COLOR, HEIGHT, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY EIGHTY-FIVE PERCENT (85%) OF THE OWNERS. IN THE EVENT SAID OWNERS FAIL TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO THEM, APPROVAL WILL NOT BE REQUIRED AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

ARTICLE VII

USE RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. EACH DWELLING UNIT SHALL ONLY BE USED FOR RESIDENTIAL PURPOSES, EXCEPT FOR ANY UNIT DESIGNATED AS A MODEL OR A SALES OFFICE. NO DWELLING UNIT SHALL BE USED FOR ANYTHING OTHER THAN ONE (1) SINGLE-FAMILY DWELLING. NO DWELLING UNIT MAY BE DIVIDED OR SUBDIVIDED INTO A SMALLER UNIT.

SECTION 2. ANTENNAE. NO OUTSIDE VISIBLE ANTENNAE OF ANY TYPE SHALL BE ERRECTED OR MAINTAINED ANYWHERE ON THE PROPERTY BY ANY OWNER, EXCEPT FOR THOSE APPROVED BY THE DECLARANT PRIOR TO THE SALE OF THAT OWNER'S DWELLING UNIT, OR APPROVED UNDER ARTICLE VI ABOVE.

SECTION 3. SIGNS. NO SIGNS, POSTERS, BILLBOARDS OR ADVERTISEMENTS OF ANY TYPE MAY BE ERRECTED OR DISPLAYED ON THE PROPERTY, EXCEPT FOR A SMALL, TASTEFUL "FOR RENT" OR "FOR SALE" SIGN FOR EACH DWELLING UNIT, WHICH SIGN SHALL NOT BE LARGER THAN FOUR (4) SQUARE FEET. THIS PROVISION DOES NOT APPLY TO THE DECLARANT DURING THE SALE PERIOD OF THE PROPERTY.

SECTION 4. NOISE. NO OWNER SHALL ENGAGE IN ANY ACTIVITY OR PERMIT ANY ACTIVITY TO OCCUR IN THE PROPERTIES WHICH SHALL RESULT IN UNUSUAL, LOUD OR OBTRUSIVE NOISE OR SOUNDS.

SECTION 5. BOATS AND TRAILERS. NO PARKING AREA, OR OTHER AREA WITHIN THE PROPERTIES SHALL BE USED FOR THE STORAGE OF ANY BOAT, BOAT TRAILER, TRAVEL TRAILER, DUNE BUGGIE OR OTHER OFF-ROAD VEHICLE, LUGGAGE TRAILER OR SIMILAR VEHICLES, OR FOR ANY CAMPER TOP NOT ATTACHED TO A VEHICLE, OR FOR ANY COMMERCIAL TYPE VEHICLE, NOR SHALL THERE BE PERMITTED WITHIN THE PROPERTIES ANY REPAIR WORK PERFORMED ON ANY TYPE OF VEHICLE AND NO MACHINES, TOOLS OR EQUIPMENT SHALL BE USED, OR OTHER ACTIVITY PERFORMED IN THE PARKING AREA, DRIVEWAYS OR COMMON ELEMENTS WHICH IS NOISY, NOXIOUS OR DISTURBING TO OTHER ASSOCIATION MEMBERS.

ARTICLE VIII

EASEMENTS

EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON EXHIBIT 1 AND, IN ADDITION THERETO, EASEMENTS FOR INSTALLATION AND MAINTENANCE OF SEWERS, UTILITIES AND DRAINAGE FACILITIES ARE RESERVED IN AND ALONG THE COMMON ELEMENTS AND ROADWAYS WITHIN THE PROPERTY FOR THE BENEFIT OF THE OWNERS AND THE ASSOCIATION.

WITHIN THESE EASEMENTS, NO BUILDING SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF SAID UTILITIES, SEWERS AND DRAINAGE FACILITIES. THE EASEMENT AREA OF EACH DWELLING UNIT AND IMPROVEMENTS ON IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE DWELLING UNIT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. THE ASSOCIATION OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE; BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LEINS, CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION. FAILURE BY THE ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANTS OR RESTRICTIONS HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

SECTION 2. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 3. AMENDMENT. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND AND SHALL INURE TO THE BENEFIT OF ANY AND BE ENFORCEABLE BY THE ASSOCIATION, OR THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF TWENTY (20) YEARS FROM THE DATE OF THIS DECLARATION WHEN RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS OVER EIGHTY-FIVE PERCENT (85%) OF THE OWNERS VOTE TO TERMINATE THEM AT THAT TIME. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED DURING THE FIRST TWENTY (20) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN EIGHTY-FIVE PERCENT (85%) OF THE OWNERS OF SAID DWELLING UNITS AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN EIGHTY-FIVE PERCENT (85%) OF THE OWNERS OF SAID DWELLING UNITS. ANY SUCH AMENDMENT MUST BE PROPERLY RECORDED AND CANNOT BE MADE RETROACTIVE.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT, HAVE HERETO SET THEIR HANDS AND SEAL THIS 16 DAY OF March, 1983.

U.S. LIFE TITLE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, as Trustee under Trust Number 895.

By Paul D. Plunk Assistant Vice President Title

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WERE ACKNOWLEDGED BEFORE ME THIS 16 DAY OF March, 1983,

By Paul D. Plunk Assistant Vice President Title

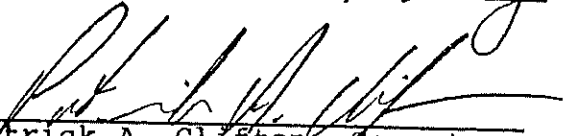
of U.S. Life Title Company of Arizona, an Arizona Corporation

Jacqueline K. Parkhill
NOTARY PUBLIC

MY COMMISSION EXPIRES:

1-13-84

IN WITNESS WHEREOF, I have hereunto set my hand and
the seal of this corporation this 10th day of February,
1984.


Patrick A. Clifton, Secretary

Subscribed and sworn to before me this 10th day
of February, 1984.


Notary Public

My commission expires:

6/28/85