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Fidelity National Title Trust
Agency, Inc., as Trustee
under Trust No. 10,535

FIRST AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

SHEVA VISTAS

AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

SHEVA VISTAS

This Restated Declaration is made this 3rd day of August, 1994, by FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as trustee under Trust No. 10,535, its successors and assigns, hereafter referred to as "Declarant".

RECITALS

WHEREAS, Stewart Title and Trust Company of Tucson, an Arizona Corporation, as Trustee under Trust No. 3084 ("Trust 3084"), as previous Declarant has caused a Declaration of Covenants, Conditions and Restrictions ("the CC&R's") to be recorded in the records of the Pima County, Arizona Recorder at Docket 8082, pages 2433 through 2505, the CC&R's are recorded against the real property described below.

All of Lots 1 through 277 and all Common Areas A, B and C within the Sheva Vistas Subdivision Plat recorded in Book 41 of Maps and Plats at Page 41 in the office of the Recorder of Pima County, Arizona ("Prior Subdivision");

WHEREAS, Trust No. 3084 assigned its rights and duties as the declarant under the CC&R's to Declarant, and Declarant has accepted such assignment;

WHEREAS, Declarant desires to amend the CC&R's recorded against the property described above, and to amend and restate the covenants, conditions and restrictions applied to the real property described below,

WHEREAS, Declarant desires to amend and restate the CC&R's among other things, to reflect the legal description for the real property.

WHEREAS, Declarant has caused the Prior Subdivision to be replatted, among other things, to reduce the number and increase the size of the lots therein, resulting in a new legal description for the real property subject to the Prior Subdivision as follows:

Sheva Vistas, Lots 1 through 138 and Common Areas A, B, and C as recorded in Book 45 of Maps and Plats at Page 84, Pima County Recorder's Office, Pima County, Arizona, "real property";

NOW THEREFORE, pursuant to Declarant's right as stated in Article XII, Section 12.06, of the CC&R's recorded at Docket 8082, page 2433 et seq. in the office of the Pima County Recorder, Pima County, Arizona, Declarant hereby amends and restates the CC&R's and declares that the real property and each of the Lots thereon, as shown on the amended Sheva Vistas Subdivision Plat recorded in Book 45 of Maps and Plats at Page 84 in the office of Pima County, Arizona, are and will be held, sold and conveyed subject to the following restated easements, covenants, conditions and restrictions, which constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the property.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions will run with the real property and is hereby declared to inure to the benefit of and to bind the property and Owners thereof, their heirs, successors, grantees and assigns.

THIS AMENDED AND RESTATED DECLARATION of Covenants, Conditions and Restrictions ("Declaration") is made this 3rd day of August, 1994, by Declarant.

INTRODUCTION

A. Declarant is the owner of the real property consisting of approximately 38 acres of land in Tucson, Arizona, known as Sheva Vistas and described above ("Sheva Vistas" or "Project").

B. Declarant desires to develop, in stages, the Project, all of which Declarant intends to become a part of a master planned community known as Sheva Vistas.

C. As part of the various stages of development of the Project, Declarant intends, without obligation, to dedicate portions of the Project to the public for streets, roadways, drainage, and flood control.

D. Declarant desires to form the Association for the purposes set forth herein, all of which will benefit the general plan of development of the Project, the Owners, and the Residents, and the Association will (1) acquire, construct, operate, manage and maintain any Common Areas, certain easements, and certain rights-of-way; (2) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) as the agent and representative of the Members of the Association and Residents of the Project, administer and enforce all provisions hereof and enforce use and other restrictions imposed on various parts of the Project;

E. Declarant has created or will create the corporate organization of the Association;

F. Declarant hereby subjects the Project to the Covenants; and

G. In order to cause the Covenants to run with the Project and to be binding upon the Project and the Owners and the Residents thereof from and after the date of recordation of this Declaration, Declarant hereby declares that the Project is and will be subject to the Covenants; and by accepting Deeds, Leases, easements or other grants or conveyances to any portion of Sheva Vistas, the heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they will be personally bound by the Covenants (including, but not limited to, the obligation to pay Assessments) except to the extent such persons are specifically excepted herefrom.

NOW, THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I
Revocation, and Amendment and Restatement

The CC&R's is hereby revoked, and replaced in its entirety with this Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Sheva Vistas, Pima County, Arizona.

ARTICLE II
Definitions

The following words, phrases or terms used in this Declaration will have the following meanings:

1. "Additional Property" will mean any portion of that real property adjacent to Sheva Vistas, legally described in Exhibit A attached hereto and incorporated herein by this reference, other than Sheva Vistas, which from time to time may be annexed pursuant to and become encumbered by this Declaration.
2. "Annual Assessment" will mean the charge levied and assessed each year against each Lot, Owner or Lessee pursuant to Article VIII, Section 2.
3. "Architectural Review Committee" will mean the committee of the Association to be created pursuant to Article XII below.
4. "Articles" will mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.
5. "Assessable Property" will mean any Lot, except such part or parts thereof as may from time to time constitute exempt property.
6. "Assessment" will mean an Annual Assessment, Special Assessment or Maintenance Charge.
7. "Assessment Lien" will mean the lien created and imposed by Article VIII.
8. "Assessment Period" will mean the term set forth in Article VIII, Section 8, and may refer to an installment of the

Annual Assessment to be determined by the Board as monthly, quarterly, semi-annually or annually.

9. "Association" will mean the Arizona non-profit corporation to be organized by Declarant to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns. Declarant hereby reserves the exclusive right to cause such Association to be incorporated and intends to name the Association "Sheva Vistas Homeowners Association."

10. "Association Land" will mean such part or parts of the Project, together with the buildings, structures and improvements thereon, and other real property which the Association may at any time own in fee or in which the Association may at any time have a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest, and land designated as Common Area on any recorded plat including all improvements thereon.

11. "Board" will mean the Board of Directors of the Association.

12. "Bylaws" will mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

13. "Common Area" or "Common Areas" will mean all Association Land deeded to the Association with acceptance by the Association or dedicated by Plat, and all easements which are shown on the Plat or otherwise, and any additional areas where by agreement the Association accepts responsibility for maintenance.

14. "Covenants" will mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

15. "Declarant" will mean Fidelity National Title Trust Agency, Inc., as Trustee under Trust No. 10,535, and not in its corporate capacity, or its designated assignee or successor in interest, as an Owner of any portion of the Project.

16. "Declaration" will mean this Declaration of Covenants, Conditions, and Restrictions as amended or supplemented from time to time.

17. "Deed" or "Deeds" will mean a deed(s) or other instrument(s) conveying the fee simple title in a "Lot."
18. "Developer" will mean Citadel Land Corporation, an Arizona corporation, or its successor or assignee as designated by a written notice and Recorded.
19. "Dwelling Unit" or "Unit" will mean any building or portion of a building situated upon any Lot designed and intended for use and occupancy as a residence by a single family.
20. "Government Mortgage Agency" will mean any one of the following: the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans.
21. "Lot" or "Lots" will mean any area of real property within the Project designated as a Lot on the Plat Recorded or approved by Declarant and limited to single family residential use.
22. "Maintenance Charge" will mean any and all costs assessed pursuant to Article XI, Sections 2 or 3.
23. "Member" or "Members" will mean any person or persons holding a Membership or Memberships in the Association pursuant to this Declaration.
24. "Membership" or "Memberships" will mean a membership or memberships in the Association and the rights granted to the Owners and Declarant pursuant to Article VII to participate in the Association.
25. "Membership Fee" will mean a non-refundable fee in the amount of \$50.00 to establish an operating fund and reserve account for the benefit of the Association payable by each Owner to the Association one (1) time at the close of escrow, for each new Lot purchased from Declarant and all subsequent resales of Lots. The Membership Fee will be payable in addition to the Annual Assessment amount to be paid by such Owner as provided in Article VIII, Section 5 (d).

26. "Owner" will mean the record holder of legal title to the fee simple interest in any Lot, including contract sellers, but excluding others who hold such title merely as security. In the case of Lots the fee simple title to which is vested or record in a trustee pursuant to A.R.S. 33-801 et seq., legal title will be deemed to be in the Trustor. An Owner will include any person who holds record title to a Lot in joint ownership with any Other person or holds an undivided fee interest in any Lot.

27. "Plat" will mean the document recorded at Book 45 of Maps and Plats at Page 84, and entitled "Sheva Vistas, Lots 1 through 138 and Common Areas A, B, and C."

28. "Project" will mean Sheva Vistas, and Additional Property, to the extent such Additional Property is annexed as provided herein.

29. "Recording" will mean placing an instrument of public record in the office of the County Recorder of Pima County, Arizona, and "Recorded" will mean having been so placed of public record.

30. "Resident" or "Residents" will mean Owners residing in Sheva Vistas and:

(1) Members of the immediate family of each Owner and of each buyer and Tenant referred to in subparagraph (1) actually living in the same household with such Owner or such buyer or Tenant.

(2) Subject to such rules and regulations as the Association may hereafter specify, the term "Resident" also will include the guests or invitees of any such Owner, buyer or Tenant, if and to the extent the Board in its sole discretion by resolution so directs.

31. "Sheva Vistas Architectural Rules" will mean the rules adopted, amended and/or rescinded, from time to time, by the Sheva Vistas Architectural Review Committee (ARC) which rules will become a part of this Declaration.

32. "Sheva Vistas Rules" will mean the rules for Sheva Vistas adopted, amended and/or rescinded, from time to time, by the Board

pursuant to Article VI, Section 3 and will have the same force as this Declaration.

33. "Single Family" will mean an individual living alone, a group of persons related by blood, marriage or legal adoption, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.

34. "Special Assessment" will mean any assessment levied and assessed pursuant to Article VIII, Section 6.

35. "Special Use Fees" will mean special fees authorized by this Declaration which an Owner, Resident or any other person is obligated to pay to the Association over, above and in addition to any Annual or Special Assessments or Maintenance Charges imposed or payable hereunder.

36. "Tenant" or "Tenants" will mean any person or persons who occupies or occupy property located within the Project under any type of rental or letting arrangement ("Lease").

37. "Total Dwelling Units" will mean 138 Dwelling Units, provided however, said number may be changed by a Recorded addendum hereto based upon the actual number of Units approved for the Project from time to time, or based upon a change in the total due to annexation or withdrawal of real property by amendment hereto.

38. "Visible From Neighboring Properties" will mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of such neighboring properties.

ARTICLE III

Property Subject to Sheva Vistas Declaration

Section 1. General Declaration Creating Sheva Vistas. Developer intends to develop the Project by subdivision into Lots and to sell and convey such Lots to either individual Lot purchasers or builders of one or more Lots within the Project. Declarant intends to designate Common Areas and easements which will be maintained by the Association. Declarant hereby declares that the six Lots shown on the Plat and designated CR-1 Lots, as

designated on the Plat as Lots 133, 134, 135, 136, 137, and 138 shall be subject to this Declaration and, in addition, may be subject to additional Architectural Guidelines and/or additional deed restrictions applicable only to said CR-1 Lots, and that those Architectural Guidelines and/or deed restrictions, as they may be amended from time to time by the Board, will have the same force and effect as this Declaration as additional guidelines and restrictions. Properties which are dedicated to the public or a governmental entity for public purposes will not be subject to this Declaration and the Covenants, although restrictions imposed in this Declaration upon the Owners and Residents concerning the use and maintenance of such exempt and public areas will at all times apply to the Owners and Residents. This Declaration and any Architectural Guidelines are declared and agreed to be in furtherance of a general plan for the Project, improvement and sale of the Project, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and every part thereof. This Declaration will run with all Lots and Association Land of the Project, and will be binding upon and inure to the benefit of Declarant, the Association, all Owners and Residents of the Project and their successors in interest. Nothing in this Declaration will be construed to prevent the Declarant from modifying the Development Plan, this Declaration, or any portions thereof, or from dedicating or conveying easements or portions of the Project, including streets or roadways, for uses other than as a Lot or Association Land.

Section 2. Association Bound. Upon issuance of a certificate of incorporation by the Arizona Corporation Commission to the Association, the Covenants will be binding upon and will benefit the Association.

ARTICLE IV

Easements and Rights of Enjoyment in Common Areas

Section 1. Easements of Enjoyment. Every Owner, Resident and other Member of the Association will have a right and easement of enjoyment in and to any present or future Common Areas which will be appurtenant to and will pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other Special Use Fees for the use of any facility

situated upon the Common Areas except for Private Streets. Fees will be uniform among Class A Members.

(b) The right of the Association to suspend the voting rights and right to use of the facilities and Common Areas by any Member (i) for any period during which any Assessment against his Lot remains delinquent, (ii) for a period not to exceed 60 days for any infraction of this Declaration, or the Sheva Vistas Rules or Architectural Guidelines, and (iii) for successive 60 day periods if any such infraction is not corrected during any prior 60 day suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association; provided that, so long as there is a Class B Membership, such dedication or transfer will be subject to the approval of FHA or VA. Unless otherwise required by zoning stipulations or agreements with Pima County or other pertinent municipalities effective prior to the date hereof or specified on a Recorded subdivision Plat, no such dedication or transfer will be effective unless an instrument signed by the Owners of at least two-thirds (2/3) of the Memberships in each class of Members agreeing to such dedication or transfer has been Recorded, except that the Board will have the authority to transfer to such public agencies, authorities or utilities easements and rights-of-way which are intended to benefit the Project and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members. No portion of the Common Area may be mortgaged without the written consent by the Owners of at least two-thirds (2/3) of the Class A Memberships (excluding the Declarant's Class A Memberships, if any) and, so long as there is a Class B Membership, without the approval of FHA or VA.

(d) The right of the Association to regulate the use of the Common Areas through the Sheva Vistas Rules and to prohibit access to those Common Areas, such as landscaped rights-of-way, not intended for use by the Members. The Sheva Vistas Rules will be intended, in the sole discretion of the Board, to enhance the preservation of the Common Areas and the safety and convenience of the users thereof, and otherwise will serve to promote the best interests of the Owners and Residents.

(e) If ingress or egress to any Dwelling Unit is through the Common Area, any conveyance or encumbrance of such Common Area is subject to the easement in favor of the Owner of the applicable Dwelling Unit.

Section 2. Delegation of Use. Any Member may, in accordance with the Sheva Vistas Rules and the limitations therein contained and this Declaration, (a) delegate his right of enjoyment in the Common Areas and facilities to the members of his family, his Tenants, or his guests or invitees; or (b) designate another person to exercise all of his rights (but not liabilities or voting rights except by proxy), which other person will, during the period of such designation, have the sole right to delegate rights of enjoyment pursuant to subsection (a) of this Section 2.

Section 3. Encroachments. There is hereby created a valid reciprocal easement for encroachments on each portion of the Project (and including all Lots and Common Area) for encroachments due to (1) original construction, (2) overhangs, and (3) settling as unintentionally designed or constructed by the original builder of improvements on any Lot or Common Area. If a Dwelling Unit is partially or totally destroyed and then rebuilt according to plans approved pursuant to this Declaration, and such rebuilding results in an unintentional encroachment of one foot or less on any portion of the Project, there is hereby created an easement for such encroachments not to exceed three (3) feet over and along the boundary line of each Lot and Common Area in the Project. A valid easement for encroachments described in this Section 3, and maintenance of such encroaching improvements, will and does exist for as long as said encroachments will stand.

ARTICLE V

Land Use Classifications, Permitted Uses and Restrictions

Section 1. Land Use Classification. The land use classification will be Single Family Residential use.

So long as Declarant holds at least one Class B Membership, Declarant may annex Additional Property or portions thereof from time to time under this Declaration or withdraw real property from this Declaration by amending this Declaration; provided that, so long as there is a Class B Membership, such annexation will be subject to the approval of the FHA or VA.

Section 2. Covenants, Conditions, Restrictions and Easements Applicable to Lots. The following covenants, conditions, restrictions and reservations of easements and rights will apply to all Lots, the Owners and Residents.

(a) Architectural Control All subsequent additions to or changes or alterations in any building, fence, wall, residence or other structure, including landscaping, exterior color scheme, and all changes in the grade of Lots, will be subject to the prior written approval of the Architectural Review Committee. No changes or deviations in or from the plans and specifications once approved by the Architectural Review Committee will be made without prior written approval of the Architectural Review Committee.

(b) Architectural Review Process (i) The six platted CR-1 Lots, 133 through 138, must submit plans for custom construction of homes, including landscaping, and will be subject to preliminary and final approval in writing from the Architectural Review Committee. A non-refundable fee to cover the actual cost of the Architectural Review Committee's consulting architect will be charged as part of the submittal process. (ii) Lots 1 through 132 will be subject to approval by the Architectural Review Committee of all plan submittals, including model homes submitted by the builder(s). Each set of plans will be subject to a non-refundable fee to cover the actual cost of the Architectural Review Committee's consulting architect as part of the submittal process. All plan submittals must include a complete landscape package, and the Architectural Review Committee has the right, without obligation, to require the builder to landscape all areas of the Lot outside patio walls and visible from the streets. (iii) The submittal process will be determined by the Association's Board, and may be changed from time to time at the Board's discretion.

(c) Animals and Wildlife No animal, bird, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, will be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal, bird, fowl, poultry, or livestock will be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock will be maintained so as to be Visible From Neighboring Property. Upon the written request of any Member or Resident, the Board will

conclusively determine, in its sole discretion, whether, for the purposes of this Section 2, a particular animal, bird, fowl, poultry, or livestock is a nuisance, or whether the number of animals or birds on any such property is reasonable. Dogs must be kept on leashes at all times when not confined to the Owner's Lot, and pet owners must clean up defecation left by pets on the Project. Any decision rendered by the Board will be enforceable in the manner as other restrictions contained herein.

(d) Temporary Occupancy and Temporary Buildings No trailer, basement of any incomplete structure, and no temporary buildings or structures of any kind, will be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a Dwelling Unit or other approved structure on any property will be removed immediately after the completion of construction, except that Declarant or other persons or entities may maintain model homes, temporary sales and construction offices and related parking facilities (collectively, "Marketing Facilities") in Sheva Vistas as long as Declarant owns property in Sheva Vistas.

(e) Maintenance of Landscaping Prior to installation, all landscaping will be approved by the Architectural Review Committee. The theme for landscaping will emphasize plantings and other features which will complement and enhance the native, existing character. Any landscaping outside patio walls must be maintained by Lot Owner in the same scheme as installed by the original builder. No landscaping or plants or vegetation of any nature will be placed on the Project except certain approved plantings as determined from time to time by the Architectural Review Committee. Approved landscaping, after installation, will be maintained with a neat and attractive appearance, free of weeds and debris, to standards of the community, as interpreted by the Architectural Review Committee. Trash and debris will be removed at least weekly. The Architectural Review Committee will be the sole and final judge as to whether or not landscaping, before and after installation, has met the approved criteria and whether or not it is, at any given time, maintained properly to the standards established by this Declaration, and the Architectural Review Committee. The Association will have the right to require any Owner to landscape and/or maintain landscaped areas, or to maintain natural areas in its natural state on any right-of-way between a Lot and a sidewalk, street, or path which is immediately adjacent

to such Lot. The Association also has the right, by agreement with Owners, to maintain parts of Lots directly adjacent to public or private rights-of-way at the expense of the Association when the Board determines that it is to the benefit of all Members that the Association accept such responsibility.

(f) Nuisances--Construction Activities No rubbish or debris of any kind will be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises will be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the enjoyment or value of any other property. All material on a portion of a Lot will be stored in a manner so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No other nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to the enjoyment of or value of any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, will be located, used or placed on any Lot. Normal construction activities approved by the Architectural Review Committee and parking in connection with such building of improvements on a lot will not be considered a nuisance or otherwise prohibited by this Declaration. Lots will be kept in as neat and tidy condition as reasonably possible during construction periods, trash and debris will not be permitted to accumulate unreasonably, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Architectural Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Architectural Review Committee, which may also require screening. The Board in its sole discretion will have the right to determine the existence of any nuisance described or referred to in this Declaration.

(g) Diseases and Insects No Owner will permit any thing or condition to exist upon any Lot which will induce, breed or harbor infectious plant diseases or noxious insects.

(h) Repair of Building No building or structure on any Lot will be permitted to fall into disrepair and each such building and structure will at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by subsection (a) above, such building or structure will be immediately repaired or rebuilt or will be demolished at the expense of the Owner thereof.

(i) Antennas No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation will be erected, used or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Review Committee.

(j) Mineral Exploration. No Lot will be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, earth or any earth substance of any kind.

(k) Trash Containers and Collection. No garbage or trash will be placed or kept on any Lot, except in covered containers of a type, size and style which are approved by the Architectural Review Committee. In no event will such container be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage will be removed from the Lots at regular intervals of not less than weekly and will not be allowed to accumulate. No outdoor incinerators will be kept or maintained on any Lot.

(l) Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed or maintained on any Lot unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and will not be visible From Neighboring Property.

(m) Machinery and Equipment. No machinery or equipment of any kind will be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant

structures, or other improvements; or (ii) that which Declarant or the Association may require or approve for the development, operation or maintenance of the Project; or (iii) a solar energy system, the kind and location of which must be approved by the Architectural Review Committee to minimize visual impact from neighboring Lots. No roof-mounted equipment will be permitted unless approved by the Architectural Review Committee.

(n) Signs. No signs whatsoever (including, but not limited to commercial, political and similar signs) which are Visible From Neighboring Property will be erected or maintained on any Lot except:

- (i) Signs required by legal proceedings.
- (ii) No more than one (1) identification sign for individual residences.
- (iii) No more than one (1) "For Sale" or "For Lease" sign for individual residences, of customary and reasonable dimensions, as approved by the Architectural Review Committee.
- (iv) Signs, the nature, number, and location of which have been approved in advance and in writing by the Architectural Review Committee.
- (v) Signs of builders on any Lot approved from time to time by Declarant as to number, size, colors, design, message content, location and type.
- (vi) Such other signs including but not limited to construction job identification signs and builder signs which have been approved in writing by the Architectural Review Committee as to size, colors, design, message content and location.

(n) Restriction on Further Subdivision. Property Restrictions and Rezoning. The Total Dwelling Units in Sheva Vistas will not exceed 138 for Lots 1 through 138 and the number of platted Lots for any Additional Property to the extent annexed as provided

herein and as approved by Pima County. No Lot will be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any other interest therein, will be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision will not, in any way, limit Declarant from subdividing, resubdividing or separating into Lots any property at any time owned by Declarant whether or not it has been platted or subdivided into Lots. No portions of a Lot but for the entire Lot, together with the improvements thereon, may be rented, and then only to a Single Family, subject to the Sheva Vistas Rules, rules and regulations promulgated by the Association which will include provisions permitting a lease of no less than six months, as further referenced in Article V, Section 3 (b) contained herein. No further covenants, conditions or restrictions will be recorded by any Owner, Lessee, or other person against any Lot without the provisions thereof having been first approved in writing by the Board and any covenants, conditions or restrictions recorded without such approval being evidenced thereon will be null and void.

(p) Utility Easements There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and the installation, replacing, repairing and maintaining of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, lighting district approved by the Board, television cable or communication lines and systems, as such utilities are installed in connection with the initial development of the Lots and the construction of the first Dwelling Unit or other building thereon. Pursuant to this easement, a providing utility or service company may install and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the Lots. Notwithstanding anything to the contrary contained in this subsection (p), no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as initially programmed and approved by the Declarant or the Architectural Review Committee.

(q) Party Walls. Except as hereinafter provided, the rights and duties of Owners with respect to party walls and fences between

Lots or party walls and fences between Lots and Common Areas will be as follow:

(i) The Owners of contiguous Lots with a common party wall or party fence will both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(ii) In the event that any party wall or party fence is damaged or destroyed through the act of an Owner or any of his Tenants, agents, guests, or members of his family (whether or not such act is negligent or otherwise culpable), such Owner will rebuild and repair the party wall or party fence without cost to the Owner of the adjoining Lot. Any dispute over an Owner's liability for such damage will be resolved as provided in subsection (v) below, but any liability imposed on any Owner hereunder will not prevent the Owner from seeking indemnity therefor from the persons causing such damage.

(iii) In the event any party wall or party fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his Tenants, agents, guests or family, all Owners whose Lots adjoin such party wall or party fence will rebuild and repair such wall or fence to the standards of the Architectural Review Committee at their joint expense, such expense to be allocated among the Owners in accordance with the calculation of percentage by which each of their Lots border the subject party wall or party fence.

(iv) Notwithstanding anything to the contrary herein contained, there will be no impairment or alteration of the structural integrity of any party wall or party fence without the prior written consent of all Owners of any interest therein, whether by way of easement, license or in fee and by the Architectural Review Committee. No such consent will be valid unless Recorded.

(v) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party wall or party fence, or with respect to the sharing of the cost thereof, such adjoining Owners will submit the dispute to the Board. The

decision of the Board will be binding and final, notwithstanding anything to the contrary above.

(vi) In the case of party walls or party fences (1) between Common Areas and Lots, or (2) constructed by the Declarant or the Association on Common Areas or within a Lot, the Association will be responsible for all maintenance thereof, subject to the provisions of Article XI, Sections 2 and 3, except that each Owner of a Lot will be responsible for painting and otherwise maintaining to the standards of the Architectural Review Committee the portion of the party wall or party fence facing his Lot. All party walls and fences must be of the same style, color and materials as those originally installed by the Developer and/or builder.

(r) Utility Services Except as otherwise approved by Declarant, at its option, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, televisions, and radio signals, will be erected, placed or maintained anywhere in or upon any Lot unless the same will be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Review Committee. No provision hereof will be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Review Committee.

(s) Trucks, Trailers, Campers and Boats No motor vehicle classed by manufacturer rating as exceeding 3/4-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street in the Project so as to be Visible From Neighboring Property, the Common Areas or the streets. The prohibitions of this section (s) will not apply to (1) pickup trucks of less than 3/4-ton capacity with camper shells not exceeding 7 feet in height measured from ground level and minimotor homes not exceeding 7 feet in height and 18 feet in length which are parked as provided in subsection (t) below and are used on a regular basis primarily for local in-town transportation. Notwithstanding the foregoing, any of the above described vehicles may be parked or stored on a Lot only in a garage or enclosed shelter approved by the Architectural Review Committee and

constructed as an integral part of the Dwelling Unit or substructure. In addition, the Architectural Review Committee may, at its discretion, determine additional rules as to size and shape of any vehicles to be stored on any portion of the Project.

(t) Motor Vehicles and Parking All vehicles of Owners and Residents, and of their guests and invitees, must be kept in (i) garages, carports, and residential driveways of the Owner (constructed pursuant to plans approved by the Architectural Review Committee) (ii) on additional parking pad(s) constructed on the Lot, the style and location of which must receive prior written approval of the Architectural Review Committee. Parking restrictions will not apply to (a) emergency vehicles; (b) vehicles and facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Review Committee; (c) vehicles parked in garages or on driveways on Lots so long as such vehicles are in good operating condition and appearance and are not under repair, (d) parking on a street by the guest or invitee of an Owner for a reasonable period of time for guest parking, but not on a regular or permanent basis. Vehicles parked in violation of this Declaration may be removed at the expense of the Owner by order of the Association or its property manager. This subsection (t) will not be construed to permit parking of any vehicle where said vehicle is otherwise prohibited.

(u) Garage Conversions Prohibited No garage, carport, or portion thereof may be modified or altered in any way to change the original use of such space from parking as originally intended by the original builder. The foregoing is intended to prohibit entirely any remodeling or conversions of any garage, carport or portion thereof which would result in changing the use of said area into living quarters or living area space and to maintain the use of all garages for parking.

No garage may be used for any purposes except for the storage of automobiles and other non-prohibited vehicles, and household items, nor shall driveways approaching any garage or carport be altered or modified in any way to allow use of said areas for any purpose other than a driveway as designated by the original builder on any Lot.

(v) Right of Entry During reasonable hours and upon

reasonable notice to the Owner or other occupant of a Lot, any member of the Architectural Review Committee, any member of the Board, or any authorized representative of either of them, will have the right to enter upon and inspect any Lot, and the improvements thereon, except for the interior portions of any completed residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such persons will not be deemed guilty of trespass or invasion of privacy by reason of such entry.

(w) Declarant's Exemption Nothing contained in this Declaration will be construed to prevent the erection, construction or maintenance by Declarant, or its duly authorized agents, of structures, equipment, storage/trash facilities, improvements or signs on Common Areas, Marketing Facilities or property owned or controlled by Declarant necessary or convenient to the development or sale of property within the Project.

Notwithstanding any provision to the contrary, it is expressly permissible for the Declarant and its agents, successors or assigns who are constructing all or a portion of the Dwelling Units, to maintain, during the period of construction and sale of such Units, upon that portion of the property as the builder may choose, except those Lots on which residences have been completed and the Lots conveyed to Owners, such facilities and vehicles, as in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the construction and sale of the Dwelling Units within the Project or outside land including, but not limited to a business office, storage area, construction yard, signs, trash receptacle containers, and marketing facilities.

(x) Health, Safety and Welfare If any activities or facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Board may (1) make rules restricting or regulating their presence on the Project as part of the Sheva Vistas Rules, or (2) direct the Architectural Review Committee to make rules governing same on Lots or Common Areas.

(y) Model Homes The provisions of this Declaration which prohibit non-residential use of Lots and regulate parking of vehicles will not prohibit the construction and maintenance of Marketing Facilities by persons or entities engaged in the

construction of improvements in Sheva Vistas or Additional Property. The Architectural Review Committee may permit Lots and other areas to be used for parking for Marketing Purposes.

(z) Incidental Uses. The Board may approve uses of property within the residential land use classification which are incidental to the full enjoyment by the Owners of the property. Such approval may be subject to such regulations, limitations and restrictions, including termination of the use, as the Board may wish to impose, in its sole discretion, for the benefit of the Project as a whole. By way of example and not of limitation, Owners and Residents may install such items as a facsimile machine, an additional phone line, or other uses incidental to their primary locations of business or employment, provided that such uses do not involve storage of any inventory, meetings at the Unit which would cause parking or traffic problems, or regular business conducted from the Unit causing above-average amount of traffic and visitors. A sales, information and marketing center operated by Declarant or other persons or entities approved by Declarant may be permitted on a temporary basis during the original development and marketing period.

Section 3. Covenants, Conditions, Restrictions and Easements Applicable to Lots. The following covenants, conditions, restrictions and reservations of easements and rights will apply only to Lots and the Owners and Residents thereof.

(a) General. All Lots may be used only for the construction and occupancy of Single Family Dwelling Units, and typical residential activities incidental thereto, such as the construction and use of a family swimming pool. All Property within such land use classification will be used, improved, and devoted exclusively to single family residential use. No gainful occupation, profession, trade, or other non-residential use will be conducted on any such property. No structure other than one private, single family residence, together with a private attached garage or carport, and incidental facilities approved by the Architectural Review Committee, may be erected, placed or permitted to remain on any Lot.

(b) Tenants The entire Dwelling Unit on a Lot may be let to a Single Family tenant from time to time by the Owner, subject to

the provisions of this Declaration and the Sheva Vistas Rules as adopted from time to time, as set forth in Article II, Section 33 herein.

(c) Exclusive Nothing in this section is intended to preclude the inclusion of a Common Area amenity for the exclusive use of Owners and Residents of Lots provided provisions for such are approved by the Architectural Review Committee.

Section 4. Enforcement Rights Applicable to Article V.
Section 2 The Board is hereby granted and will have the power and authority to enforce the provisions of this Declaration (including but not limited to the provisions of Article V, Section 2 above) against any Member.

In the event of a breach of any one or more of the provisions set forth in this Declaration, the Board will notify, in writing (by a notice which will be mailed to the address of the Member on the records of the Association), the Owner of record of the property upon which such breach has occurred, to discontinue, correct, remove or abate such breach or breaches within a period of thirty (30) days after such notification. If such breach is not so discontinued, corrected, removed or abated within said thirty (30) day period (or such shorter period as may be appropriate in the case of an emergency or otherwise), the Board will have the following rights and remedies, all of which will be cumulative and in addition to those otherwise available at law or in equity:

(a) Correct The Board may authorize an agent or representative of the Board to enter upon the property upon which such breach has occurred, to take all such action as may be necessary to correct such breach, and the expenses incurred in connection therewith may be recovered by the Board by the levying of a Special Assessment; and/or

(b) Commence Action The Board may commence an action against the breaching Owner or Member in any court of competent jurisdiction to obtain therein specific performance of the provisions of this Declaration, an injunction, damages, or other appropriate relief and, if such relief is granted, the Association will be entitled to the reasonable expenses of prosecuting such action, including court costs and attorney's fees, which expenses may be recovered, in addition to other means, by the Association's

levying a Special Assessment.

Nothing herein will require the Board to take any action against a person who is in breach of any one or more of the provisions set forth in this Declaration, and the Board will have the right to take any such action or decline to take any such action in its sole discretion. Neither the Board nor the Declarant nor their designated agents will bear any liability of any nature or kind whatsoever to any person by reason of the Board's declining to take action to enforce the provisions of this Declaration. Any failure to enforce the provisions of this Declaration will not be deemed a waiver to so enforce such provisions with respect to the subject or any other breach; provided that, in the event of such failure to enforce the provisions of this Declaration, any Member will be entitled to so enforce such provisions as provided in Article IX, Section 1.

ARTICLE VI

Organization of Association

Section 1. Formation of Association. The Sheva Vistas Homeowners Association will be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors and Officers. The affairs of the Association will be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The initial Board will be composed of three (3) members. The Board may also appoint various committees and appoint a manager who will, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board will determine the compensation to be paid to the manager or any other employee of the Association, if any.

Section 3. Sheva Vistas Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as the Sheva Vistas Rules may restrict and

govern the use of any area by any Member or Resident, by the family and designees of such Member; provided, however, that the Sheva Vistas Rules will not discriminate among Members and will not be inconsistent with this Declaration, the Articles or Bylaws. Upon adoption, the Sheva Vistas Rules will have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 4. Personal Liability. No member of the Board or of any committee of the Association, no officer of the Association, and no manager or other employee of the Association will be personally liable to any Member, or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager any representative or employee of the Association, or any committee, committee member or officer of the Association, provided, however, the limitations set forth in this Section 4 will not apply to any person who has failed to act in good faith or has engaged in gross, willful or intentional misconduct.

ARTICLE VII

Memberships and Voting

Section 1. Owners of Lots. Every Owner of a Lot which is subject to Assessment by the Association will be a Member of the Association. Each such Owner will hold Membership at one Membership for each Lot shown on the Recorded Plat and owned by the Member.

Each Membership will be appurtenant to and may not be separated from Ownership of the Lot to which the Membership is attributable. There will be only one Membership for each Lot. A Membership will be owned as a single Membership by any joint Owners of, or Owners of undivided interests in any Lot.

Section 2. Declarant. The Declarant will be a Member of the Association for so long as it holds a Class B or Class A Membership pursuant to this Article VII and owns or holds an option interest in any Lot or other portion of the Project; provided that Declarant's Class B Membership will be contingent upon Declarant owning at least one Lot in Sheva Vistas, or the Project.

Section 3. Voting. The Association will have two classes of voting Memberships:

Class A. Class A Memberships will be all Memberships, except the Class B Membership which will be held exclusively by the Declarant. Each Class A Member will be entitled to one vote subject to the authority of the Board to suspend the voting rights of the Member for violations of this Declaration in accordance with the provisions hereof.

Class B. Class B Memberships will be held exclusively by the Declarant. For purposes of this Section 3 only, the Declarant is deemed to hold 138 Class B Memberships (one for each of the designated number of Total Dwelling Units approved for Sheva Vistas); provided that, if and to the extent Additional Property is annexed as provided herein, the number of Class B Memberships will be increased by the number of units reflected on any annexed property, and provided further that the number of Class B Memberships will be increased by the number of units reflected on a Recorded Plat for any Additional Property owned by Declarant or for any portion of Sheva Vistas in which Declarant holds an option interest in, whether or not the same is annexed as provided herein, so long as Declarant owns at least one (1) Lot in Sheva Vistas or the Project. Declarant will be entitled to three (3) votes for each Class B Membership in existence as long as there is a Class B Membership; provided that, to the extent any such Additional Property or such portion of Sheva Vistas is not subject to any plat, Declarant will be entitled to three (3) votes per one-quarter (1/4) acre of annexable property. The Class B Memberships of Declarant will cease and be converted to Class A Memberships on the first annual meeting of the Association following the happening of the first to occur of the following events:

(a) The conveyance of seventy-five percent (75%) of the total Dwelling Units to Owners other than Declarant or its designated assignee, or

(b) Declarant notifies the Board in writing that the Class B Membership is extinguished and such notice is Recorded, or

(c) December 31, 2004.

Section 4. Right to Vote. No change in the Ownership of a Membership or category of Class A Membership will be effective for voting or Assessment purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Membership must be cast as a single unit. Fractional votes will not be allowed. If a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes will be cast, they will lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made at the time the vote is cast. If more than one vote is cast for a particular Membership, none of the votes so cast will be counted and all said votes will be deemed void.

Section 5. Cumulative Voting for Board Members. In any election of the members of the Board, every Owner of a Membership entitled to vote at such an election will have the number of votes for each Membership equal to the number of directors to be elected, except that the Class B Member will have the number of votes designated in Section 3 above multiplied by the number of directors to be elected. Each Member will have the right to cumulate his votes for one candidate or to divide such votes among any number of the candidates. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, will be deemed elected.

Section 6. Membership Rights. Each Member will have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles and Bylaws, as the same may be amended from time to time.

Section 7. Transfer of Membership. Except as otherwise provided herein, the rights and obligations of the Owner of a Class A Membership will not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of Ownership to an Owner's Lot. Any attempt to make a prohibited transfer will be void.

ARTICLE VIII
Covenant For Assessments And Creation Of Lien

Section 1. Creation of Lien and Personal Obligation of Assessments, and Maintenance Charges. Each Owner of a Lot hereby covenants and agrees, and each Member by acceptance of a Deed to any Lot executed whether or not it will be so expressed in such Deed is deemed to covenant and agree to pay to the Association the following assessments and charges, at one Membership per Lot, (a) Annual Assessments established by this Article VIII, and (b) Special Assessments for capital improvements or other extraordinary expenses or costs established by this Article VIII. The Annual Assessments, Special Assessments, together with any interest, late fees, costs, and reasonable attorney's fees as a result of non-payment, will be a charge on the Lot so charged and will be a continuing servitude and lien upon the Lot against which each such Assessment is made. The Annual and Special Assessments against each Lot will be based on one Membership per Lot. Each such Annual and Special Assessment, together with interest, late fees, costs and reasonable attorney's fees, will also be the personal obligation of the Member who was the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments will not pass to the successors in title of the Owner unless expressly assumed by them.

Section 2. Annual Assessments. In order to provide for the uses and purposes specified in Article X, including the establishment of replacement and maintenance reserves, the Board in each year will assess against each Lot an Annual Assessment. The amount of the Annual Assessment, subject to the provisions of Sections 4 and 5 hereof, will be in the sole discretion of the Board but will be determined with the objective of fulfilling the Association's obligations under this Declaration and providing for the uses and purposes specified in Article X.

Section 3. Uniform Rate of Assessment. The amount of any Annual or Special Assessment against each Lot including Lots owned by the Declarant will be fixed at a rate which is set by the Association Board for each category of Membership, except that Declarant and all other Owners will pay 25% of Annual Assessments on Lots on which a Dwelling Unit has not been constructed. Lot Owners will pay 100% of the Annual Assessment upon completion of a

Dwelling Unit, or beginning four months after commencement of construction, whichever occurs sooner.

Section 4. Annual Assessment Amount and Membership Fee. The Annual Assessments to be established by the Board will be in an amount ("Annual Assessment Amount") that will be determined and will vary in accordance with the following provisions:

(a) Until January 1 of the year following the filing of the Articles of Incorporation, Annual Assessment Amount against each Membership category will be set by the Board to include all expenses of the Association and a reasonable amount for reserve funds. The initial maximum Annual Assessment Amount for Owners of Dwelling Units will be \$500.00.

(b) From and after January 1, of the year immediately following filing of the Articles of Incorporation, the Annual Assessment Amount may be increased by the Board in its sole discretion effective January 1 of each year without a vote of the Membership by an amount which is equal to or less than ten percent (10%) of the previous Annual Assessment Amount.

(c) From and after January 1 of the year immediately following the filing of the Articles of Incorporation, the Annual Assessment Amount may be increased above ten percent (10%) of the previous Annual Assessment Amount by a vote of two-thirds (2/3) of each class of Members subject to Assessment who are voting in person or by proxy at a meeting duly called for such purpose.

(d) At the close of escrow of each purchase of a Lot, the new Owner will pay to the Association the Annual Assessment (prorated for the balance of the Assessment Period at such closing and in full for the next two Assessment Periods in advance of such closing or as directed by the Board) The Membership Fee of \$50.00 will be collected at close of escrow from the buyer on Lots with a completed Dwelling Unit.

Section 5. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment Period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital

improvement upon the Association Land, including fixtures and personal property, or for the purpose of defraying other extraordinary expenses, provided that any such Assessment will have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy duly called for such purpose, or for enforcement rights applicable to Article V, Section 2 and Section 4. The provisions of this Section 5 are not intended to preclude or limit the Assessment, collection or use of Annual Assessments for the aforesaid purposes.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 5 of this Article VIII will be sent to all Members no less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of all the votes (exclusive of suspended voting rights) of each class of Membership will constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting will be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting will be held more than sixty (60) days following the preceding meeting.

Section 7. Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied ("Assessment Period") will be the calendar year, except that the first Assessment Period will commence upon the filing of the Articles of Incorporation. The Board in its sole discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period which may be in installments, payable in advance, in periods of monthly, quarterly, semi-annually or annually.

Section 8. Rules Regarding Billing and Collection Procedures. The Board will have the right to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Annual and Special Assessments. The failure of the Association to send a bill to a Member will not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefore will not be foreclosed or otherwise

enforced until the Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association will be under no duty to refund any payments received by it even though the ownership of a Membership changed during an Assessment Period; successor Owners of Lots will be given credit for prepayments, on a prorated basis, made by prior Owners.

Section 9. Collection Costs and Interest on Delinquent Assessment. Any Assessment or installment thereof not paid when due will be deemed delinquent and will bear interest from thirty (30) days after the due date until paid at a rate equal to the greater of (a) eighteen percent (18%) per annum, or (b) the then prevailing interest rate on loans insured by the FHA, or (c) the then prevailing interest rate of loans guaranteed by the VA. A flat monthly delinquency fee to be determined by the Board may be charged in addition to the interest rate. The Member will be liable for all costs, including attorney's fees, which may be incurred by the Association in collecting the same. The Board may also record a lien against any Lot for which an Assessment is delinquent and may establish a fixed fee to reimburse the Association for the Association's cost in recording such notice, processing the delinquency and recording a notice of lien release, which fixed fee will be treated as a collection cost of the Association secured by the Assessment Lien. Holders of Recorded mortgages or deeds are not required to collect Assessments. The failure to pay Assessments will not constitute a default under a mortgage or deed of trust insured by the FHA or the VA.

ARTICLE IX

Enforcement of Payment of Annual and Special Assessments and Maintenance Charges and of Assessment Lien

Section 1. Association as Enforcing Body The Association, as the agency and representative of the Members, will have the exclusive right to enforce the provisions of this Declaration. However, if the Association will fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce

them on behalf of the Association, but not at the expense of the Association, by any appropriate action, whether in law or in equity.

Section 2. Association's Remedies to Enforce Payment of Annual and Special Assessments and Maintenance Charges. If any Member fails to pay the Annual or Special Assessments or installments when due, the Association may enforce the payment of the Annual or Special Assessments, Maintenance Charges and/or the Assessment Lien by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Member personally obligated to pay the Annual or Special Assessments or the Maintenance Charges;

(b) Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the Lot may be redeemed after foreclosure sale as provided by law.

Section 3. Subordination of Assessment Lien to First Mortgage or Deed of Trust; Priority of Lien The Assessment Lien provided for herein will be subordinate to any Recorded first mortgage lien held by, or deed of trust of which the beneficiary is a lender who has lent funds with the Lot as security, or held by the lender's successors and assigns, and will also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment Lien will be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot will not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or deed of trust to which the Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, will take the Lot free of the Assessment Lien for all Annual and Special Assessments that have accrued up to the

date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; but upon the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure, the Assessment Lien immediately will become and remain superior to any and all other charges, liens or encumbrances (except liens for taxes or other public charges which by applicable law are expressly made superior), and such mortgage or deed of trust foreclosure sale purchaser or grantee will take subject to all Annual and Special Assessments, and the Assessment Lien thereof accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure.

Section 4. Costs to be Borne by Member in Connection with Enforcement of Payment of Annual and Special Assessments and Maintenance Charges. In any action taken pursuant to Section 2 of this Article IX, the Member will be personally liable for, and the Assessment Lien will be deemed to secure the amount of, the Annual and Special Assessments and Maintenance Charges together with interest and the Association's collection costs and attorney's fees, including those costs and fees specified in Article VIII, Section 9.

ARTICLE X

Use of Funds; Borrowing Power

Section 1. Purpose for which Association's Funds May Be Used. The Association will apply all funds and property collected and received by it (including the Annual and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, within or without the Project, which may be necessary, desirable or beneficial to the general common interests of the Project, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Members and Residents, maintenance of landscaping on Common Areas and public rights of way and drainage areas within the Project, and on adjacent property, recreation, liability insurance, communications, transportation,

health, utilities, public services, safety and indemnification of officers and directors of the Association. The Association also may expend its funds under the laws of the State of Arizona or such municipality's charter.

Section 2. Borrowing Power The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such period of time as is necessary or appropriate.

Section 3. Association's Rights in Spending Funds From Year to Year. The Association will not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual or Special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association will not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purpose.

Section 4. Insurance. The Association will maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Areas. The minimum limits will be in accord with minimum limits required by lenders holding loans on a portion of the Project (which will be the applicable Government Mortgage Agency requirements) and as stated in the Bylaws of the Association from time to time.

ARTICLE XI Maintenance

Section 1. Common Areas and Public Rights of Way. The Association, or its duly delegated representative, will maintain and otherwise manage all present and future Common Areas as defined herein and as shown on the Development Plan, including, but not limited to, any landscaping, entry monuments, signage, and any related lighting, perimeter walls, sidewalks, any drainageways and detention basins, any recreational facilities; provided, however, the Association will not be responsible for providing or maintaining the landscaping or structures on any Common Areas which are part of Lots unless (i) such landscaping or structures are available for use by all Owners or are within easements intended

for the general benefit of the Project, or (ii) the Association assumes responsibility for such maintenance. The Association will not maintain areas which (i) the City of Tucson or other governmental entity is maintaining, or (ii) are to be maintained by the Owners of a Lot pursuant to this Declaration or Covenants Recorded against said Lot and approved by the Board, unless the Board specifically elects to maintain such areas. Specific areas to be maintained by the Association include the exteriors of all perimeter walls to the Project defined, and areas which may be identified as Common Areas on the Plat Recorded or approved by the Declarant in Deeds from the Declarant to a transferee of a Lot, but the failure to so identify such areas will not affect the Association's rights or responsibilities with respect to such Common Areas and other areas intended for the general benefit of the Project.

The Board will use a high standard in providing for the repair, management and maintenance of said property so the Project development will reflect a high pride of ownership. In this connection the Association may, subject to any applicable provisions on Special Assessments for capital improvements, in the discretion of the Board:

(a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon Association Land except that no permanent improvements will be made by the Association on any Common Area that is not Association Land and the Association will provide only maintenance on Common Areas which are not Association Land;

(b) Replace injured and diseased trees and other vegetation in any Common Area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(c) Place and maintain upon any Common Area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;

(d) Do all such other further acts which the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board will be the sole judge as to the appropriate maintenance of all Common Areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties will be taken by the Board or by its duly delegated representative.

In the event the Plat, deed restriction, or this Declaration permits the Board to determine whether or not Owners of certain Lots will be responsible for maintenance of certain Common Areas or public right-of-way areas, the Board will have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of the Project for the Association or an individual Owner to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article XI and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots having such responsibilities in exchange for the payment of such fees as the Association and Owner may agree upon.

Section 2. Assessment of Certain Costs of Maintenance and Repair of Common Areas and Public Areas. In the event that the need for maintenance or repair of Common Areas and other areas maintained by the Association is caused through the willful or negligent act of any Member, his family, guests, invitees or designees, the cost of such maintenance or repairs will be added to and become a part of the Assessment to which such Member and the Member's Lots are subject and will be secured by the Assessment Lien; provided that, to the extent permitted by applicable law, absolute liability (that is, without fault or negligence) is not imposed on Owners for damage to Common Areas or Lots. Any charges or fee to be paid by the Owner of a Lot or Parcel pursuant to this Article XI in connection with a contract entered into by the Association with the Owner for the performance of an Owner's maintenance responsibilities will also become a part of such Assessment and will be secured by the Assessment Lien.

Section 3. Improper Maintenance and Use of Lots. If any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the

appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under this Declaration, or the standards of the Architectural Review Committee, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within thirty (30) days, the Board may cause such action to be taken at said Owner's costs. If at the expiration of said 30-day period of time the requisite corrective action has not been taken, the Board will be authorized and empowered to cause such action to be taken and the cost thereof will be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot is subject and will be secured by the Assessment Lien.

ARTICLE XII

Architectural Review

Section 1. Establishment. The Declarant will establish an Architectural Review Committee to perform the functions of the Architectural Review Committee set forth in this Declaration and will adopt the procedural rules and regulations for the performance of such duties by the Architectural Review Committee, including procedures for the preparation, submission and determination of the application for any approvals required by the Declaration. The Architectural Review Committee will consist of such number of regular members and alternate members as the Declarant may designate and such members will be appointed by the Declarant. The appointees need not be architects, Owners or Residents and do not need to possess any special qualifications of any type except such as the Declarant may, in its discretion, require. Architectural Review Committee members may be replaced at the discretion of the Declarant. Declarant's right to appoint Architectural Review Committee members will cease and the Board will be vested with that rights and all other rights of the Declarant pertaining to the Architectural Review Committee at such time as Declarant ceases to own any Lots within the Project.

Section 2. Architectural Review Procedure. The ARC, as established in Section 1 above, will review and respond to

submittals from all Owners concerning improvements or changes to (a) the exterior of an existing home, (b) all Lots, including landscaping, (c) and to Common Areas.

The ARC's review process will include submittals for new homes on Lots 133 through 138, model homes by builders, variations to previously approved plans for custom and model homes, and Common Area improvements, all of which include landscaping. The ARC will respond in writing to written submittals in a timely manner, and will keep written records of its decisions, and minutes of any formal meetings it may hold, for the Association's records.

Enforcement of the Covenants, except where expressly delegated to the ARC, will be the responsibility of the Board of Directors. Administrative responsibilities of the ARC may be delegated to a managing agent approved by the Board.

ARTICLE XIII

Duties, Rights and Powers of Association

Section 1. Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association will have such rights and powers as are set forth in its Articles and Bylaws. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association will be available for inspection at the office of the Association during reasonable business hours.

Section 2. Association's Right of Enforcement of Provisions of this and Other Instruments. The Association, as the agent and representative of the Owners and Residents, will have the right to enforce the Covenants and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, Deed, declaration or other instrument which (a) will have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise

will indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant.

Section 3. Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including Developer and its affiliated companies, and such contracts or transactions will not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee is employed by or otherwise connected with Developer or its affiliates, provided that the fact of such interest will be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member which will authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, and may vote thereat to authorize any such contract, transaction or approval with like force and effect as if he were not so interested.

Section 4. Change of Use of Association Land and Procedure Therefor. Upon (a) adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association Land is no longer in the best interests of the Owners and Residents and (b) the approval of such resolution by a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for such purpose, the Board will have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) will be for the benefit of the Owners and Residents, and (ii) will be consistent with any deed restrictions (or zoning regulations) restricting or limiting the use of the Association Land.

Section 5. Taxes. The Association will be responsible for ad valorem taxes assessed upon all Association Land to the extent owned by the Association.

ARTICLE XIV

Term; Amendments; Termination

Section 1. Term; Method of Termination. This Declaration will be effective upon the date of recordation hereof and, as amended from time to time, will continue in full force and effect for a term of twenty (20) years from the date of this Declaration, as amended, and will be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by then Members casting ninety percent (90%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. In addition, this Declaration may be terminated at any time if ninety percent (90%) of the votes cast by each class of Members will be cast in favor of termination at an election held for such purpose. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration will be effective unless and until the written consent to such termination has been obtained (a) from the FHA or VA so long as there is a Class B Membership and (b), within a period from six (6) months prior to such vote to six (6) months after such vote, from the holders of Recorded first mortgages or deeds of trust to which the Assessment Lien is subordinate pursuant to Article VIII, Section 3, on seventy-five percent (75%) of the Lots upon which there are such Recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board will cause to be Recorded a certificate of termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon the Covenants will have no further force and effect, and the Association will be dissolved pursuant to the terms set forth in its Articles and otherwise in accordance with the procedures for voluntary dissolution under Arizona law.

Section 2. Amendments. So long as there is a Class B Membership, this Declaration may be amended by approval by Owners of sixty-seven percent (67%) or more of the total property within the Project, or by Declarant and a majority of Owners present at a meeting called for the purpose of such amendment and Recording such amendment. Notwithstanding anything to the contrary stated herein, so long as there is a Class B Membership, a Recorded amendment will be effective if signed by Declarant and, if this Declaration has

been approved by FHA or VA, then such amendment will state that it has also been approved by FHA or VA. When there no longer is a Class B Membership, this Declaration may be amended by approval of Owners of sixty-seven percent (67%) or more of the total Lots within the Project and Recording a certificate of amendment, duly signed by two members of the Board. The certificate of amendment will set forth in full the amendment adopted, and, except as provided in Section 3 of this Article XIV will certify that (1) at an election duly called and held pursuant to the provisions of the Articles and Bylaws the Members casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment, and, if applicable, (2) the amendment has been approved by FHA or VA.

Section 3. Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article XIV to the contrary notwithstanding, Declarant hereby reserves the following rights to amend all or any part of this Declaration: (1) after approval of this Declaration by FHA or the VA, Declarant will have the right to amend this Declaration or any party thereof to such an extent and with such language as may be required or approved by FHA or VA, and (2) Declarant also reserves the right to further amend this Declaration to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any state or federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s), or any portions thereof, subject to the approval of FHA or VA. Any such amendment will be effective by the Recording, by Declarant of a certificate of amendment duly signed by Declarant with signature acknowledged, and (if applicable) specifying the federal, state or local governmental agency or the state or federally chartered lending institution approving, requiring or requesting (as the case may be) the amendment and setting forth the amendatory language as approved, required or requested. Recordation of such a certificate will be deemed conclusive proof of the agency's or institution's approval, requirement or request for such an amendment, and such certificate, when Recorded, will be binding upon all of the Project and all persons having an interest therein. It is the desire and intent of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment required or requested pursuant to the provisions of this

Section 3 deletes, diminishes or alters such control, Declarant will have the right to prepare, provide for and adopt as an amendment hereto, other and different control provisions to realize and obtain such intent and desire of Declarant. Except as provided in this Section 3, Declarant will not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 2 of this Article XIV.

ARTICLE XV
Miscellaneous

Section 1. Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, will have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court or arbitrator of competent jurisdiction, the Association's construction or interpretation of the provisions hereof will be final, conclusive and binding as to all persons and property benefitted or bound by the Covenants and provisions hereof.

Section 2. Severability. Any determination by any court or arbitrator of competent jurisdiction that any provision of this Declaration is invalid and unenforceable will not affect the validity or enforceability of any of the other provisions hereof.

Section 3. Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the rule against perpetuities or any related rule, the interest will be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities will be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 4. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association will have the right to adopt rules and regulations with respect to all other aspects of the association's rights, activities and duties, provided said

rules and regulations are not inconsistent with the provisions of this Declaration.

Section 5. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Recorded plat or other Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Sheva Vistas and/or Additional Property can or will be accomplished, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect. All rights and obligations of Declarant will be to Developer.

Section 6. References to the Covenants in Deeds. Deeds to and instruments affecting any Lot or any part of the Project may contain the Covenants by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants will be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 7. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant will include any successors or assignees of Declarant's rights and powers hereunder.

Section 8. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender will include the feminine and neuter genders; words in the neuter gender will include the masculine and feminine genders; words in the singular will include the plural; and words in the plural will include the singular.

Section 9. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 10. Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner or Resident then, unless otherwise specified herein or in the resolution of the Board, such notice requirement will be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within Pima County, or in any Association newsletter sent to all Members. This Section 10 will not be construed to require that any notice be given if not otherwise required and will not prohibit satisfaction of any notice requirement in any other manner.

Section 11. Conflicting Provisions. If any part or provision of this Declaration is in conflict or inconsistent with the Articles or the Bylaws, the terms and provisions of this Declaration will prevail and supersede such conflicting or inconsistent provisions except as otherwise may be required by applicable law.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE AGENCY, INC., as*, as
Trustee, has hereunto caused its name to be signed by the
signatures of its duly authorized officials as of the day and year
first above written.

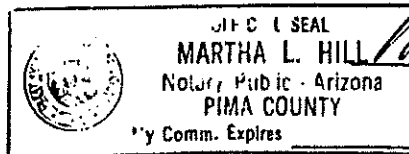
*Trustee under Trust No. 10,535

Fidelity National Title Inc.,
an Arizona corporation, as
Trustee under Trust No. 10,535
only and not otherwise

By: [Signature]
Kevin French
Its: Senior Trust Officer

STATE OF ARIZONA)
) ss.
CITY OF TUCSON)

On this the 3rd day of August, 1994,
before me, the undersigned Notary Public, personally appeared
Kevin French who acknowledged herself to be the
Sr. Trust Officer of FIDELITY NATIONAL TITLE AGENCY, Inc.,
an Arizona corporation, as Trustee, and that she, as such officer,
being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the
corporation by herself, as such officer.



[Signature]
Notary Public

My Commission Expires:
8-27-97