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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

LAS SOLANAS - BLOCK ONE

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1
2
3 **AMENDED AND RESTATED**
4 **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**
5 **LAS SOLANAS - BLOCK ONE**

6 THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
7 RESTRICTIONS FOR LAS SOLANAS—BLOCK ONE (this "Declaration") is made this ____ day of
8 _____, 2014, by the owners (the "Owners") of the real property described as:
9

10 Lots 1 through 49 of LAS SOLANAS - BLOCK ONE, a subdivision of Pima County,
11 Arizona as shown on the plat recorded in the Pima County Recorder's Office in
12 Book 24 at Page 8 (the "Properties").

13 **RECITALS**
14

15 **WHEREAS**, the Declarant executed the *Declaration of Covenants, Conditions and*
16 *Restrictions for Las Solanas—Block One*, recorded on February 22, 1973, in Docket 4449, Page
17 207 *et seq.*, office of the Pima County Recorder (the "Original Declaration"); and
18

19 **WHEREAS**, the Owners amended the Original Declaration in the following instruments:
20

21 (1) *Consent to Amendment of Declaration of Covenants, Conditions and Restrictions*
22 *for Las Solanas—Block One*, recorded on September 17, 1976, in Docket 5358, Page 1154 *et*
23 *seq.*, office of the Pima County Recorder.
24

25 (2) *Consent to Amendment of Declaration of Covenants, Conditions and Restrictions*
26 *for Las Solanas—Block One*, recorded on August 4, 1999, in Docket 11103, Page 510 *et seq.*,
27 office of the Pima County Recorder.
28

29 (3) *Declaration of Covenants, Conditions and Restrictions for Las Solanas—Block*
30 *One Association*, recorded on May 11, 2005, in Docket 12550, Page 465 *et seq.*, office of the
31 Pima County Recorder.
32

33 (4) *Certificate of Amendment to Declaration of Covenants, Conditions and*
34 *Restrictions for Las Solanas—Block One*, recorded on November 16, 2012, in Sequence
35 #20123210881, office of the Pima County Recorder.
36

37 **WHEREAS**, this Declaration is intended to amend and restate in their entirety the
38 Original Declaration and all amendments thereto; and
39

40 **WHEREAS**, the Owners of not less than 67% of the Lots in Las Solanas—Block One have
41 approved the adoption of this Declaration.
42

NOW THEREFORE, the Owners hereby declare that the Properties are and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, uses, restrictions, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter collectively referred to as the "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. The Restrictions set forth herein shall run with the Properties, shall be binding upon all persons having or acquiring any right, title or interest therein, and shall inure to the benefit of, be binding upon and enforceable by all Owners, the Association and their successors and assigns in interest.

ARTICLE 1: DEFINITIONS

1.1. "Articles" shall mean the Articles of Incorporation of the Association and amendments thereto which are or shall be filed in the office of the Arizona Corporation Commission.

1.2. "Assessments" shall mean Annual Assessments, Special Assessments and/or Reimbursement Assessments.

1.3. "Association" shall mean Las Solanas—Block One Association, an Arizona non-profit corporation, acting as the homeowners' association for the Properties, its successors and assigns.

1.4. "Board" shall mean the Board of Directors of the Association.

1.5. "Bylaws" shall mean the Bylaws of the Association, together with any amendments thereto.

1.6. "Common Area" shall mean Lot 49 of Las Solanas—Block One, which is owned in undivided 1/48th interests by the Lot Owners and comprises the private drainageway, private roadways, recreation and pool area, and any other area within the Properties that is not a Lot.

1.7. "Declarant" shall mean Jeffrey Bohm Development Corporation, an Arizona corporation, who was the developer of the Properties and the successor "owner" in the Plat. The Association is successor to all Declarant rights and obligations as set forth in the Plat.

1.8. "Declaration" shall mean this Declaration as it may be amended from time to time.

1.9. "Dwelling Unit" shall mean the improvements placed upon or within the boundaries of any Lot.

1 1.10. "Governing Documents" shall mean this Declaration; the Articles of
2 Incorporation and Bylaws of the Association; and any rules and regulations promulgated by the
3 Board of Directors.
4

5 1.11. "Lot" shall mean the numbered plots of land within the Properties as shown on
6 the Plat, together with any improvements thereon.
7

8 1.12. "Member" shall mean every Person who holds membership in the Association.
9

10 1.13. "Mortgage" shall include any consensual monetary encumbrance on a Lot,
11 evidenced by an instrument in recordable form and shall specifically include both mortgages
12 and deeds of trust. The term "Mortgagee" shall include a beneficiary under a Deed of Trust,
13 and the term "First Mortgagee" shall mean the holder of any Mortgage or the beneficiary of
14 any deed of trust under which the interest of any Owner of a Lot is encumbered and which
15 Mortgage or deed of trust has first and paramount priority, subject only to the lien of general
16 or ad valorem taxes and assessments (which shall be referred to herein as a "First Mortgage").
17

18 1.14. "Owner" shall mean the record holder, whether one or more Persons, of the fee
19 simple title to any Lot which is part of the Properties, but excluding: (A) Persons holding an
20 interest merely as security for the performance of an obligation, (B) a purchaser under a
21 purchase contract and receipt, escrow instructions or similar executory contract which is
22 intended to control the rights and obligations of the parties to the executory contract
23 pending the closing of a sale or purchase transaction; and (C) a lessee or tenant of a Lot.
24 Owner shall include a Purchaser under a contract for the conveyance of real property, a
25 contract for deed, a contract to convey, an agreement for sale or any similar contract
26 through which a seller has conveyed to a Purchaser equitable title to a Lot under which the
27 seller is obligated to convey to the Purchaser the remainder of seller's title in the Lot,
28 whether legal or equitable, upon payment in full of all monies due under the contract. In
29 the case of Lots, the fee simple title to which is vested in a trustee pursuant to A.R.S., §§33-
30 501 et seq., the Trustor shall be deemed to be the Owner unless the Trustor is deceased,
31 incapacitated or otherwise not able to act as Owner, in which case the Trustee shall be
32 deemed to be the Owner.
33

34 1.15. "Person" shall include a corporation, company, partnership, firm, association or
35 society, as well as a natural person.
36

37 1.16. "Plat" shall the plat of Las Solanas—Block One, recorded in Book 24 of Maps and
38 Plats at Page 81, Pima County Records.
39

40 1.17. "Properties" shall mean the real property shown on the Plat.
41

42 1.18. "Rules and Regulations" or "Rules" shall mean any and all policies and
43 procedures adopted by the Board which govern the conduct and actions of Owners, tenants,
44 visitors and guests on the Properties.

ARTICLE 2: COMMON AREA AND EASEMENTS

2.1 Ownership. The ownership of a Lot shall entitle the Lot Owner to an undivided 1/48th interest in the Common Area as shown on the Plat. Common Area shall include any additional areas which the Board of Directors may accept in writing, and agree to hold as Common Area. Common Area shall be held subject to matters of record, including the easements created on the Plat and in this Declaration.

2.2. Easement for Enjoyment. Subject to all pertinent provisions of this Declaration, there is hereby created a blanket, nonexclusive easement upon, across, over and under all of the Common Area for the use and enjoyment of all Members, their guests, invitees and licensees, subject to reasonable regulations of the Association; and for ingress, egress, installation, replacement, operation, repair and maintenance of all utilities, including but not limited to, water, sewer, gas, telephone, electricity, television antennae system, and any equipment or facilities for the installation of a cable communications system. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Declarant or thereafter approved by the Board of Directors.

2.3. Conveyance of Owners' Rights. Any sale, lease or sublease of a Lot by its Owner, or transfer of the same by operation of law, shall serve to transfer, convey, lease or sublease, to the same extent, all of said Owners' right to use the Common Area.

2.4. Conveyance of Easements and Rights-of-Way. Notwithstanding any other provision in this Declaration, the Board of Directors, at all times, shall have the right to grant and convey to any person or entity, easements or rights-of-way, in, on, over, or under any Common Area, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder: roads, streets, walks, pathways, driveways, temporary overhead or permanent underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, cable television, security and other purposes, sewers, storm drains, pipes, drainage easements, water systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and for such other purposes as may be deemed proper by the Board of Directors.

2.5. Damage to Common Area. If any Owner, his/her family member, tenant, guest or invitee has caused damage to the Common Area, the Association shall have the damage repaired and shall charge the cost to the Owner as a Reimbursement Assessment.

2.6. Easement for Encroachments. Each Dwelling Unit and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the original builder. A valid easement for any such encroachment and for maintenance of the same, so long as it exists, shall and does exist. In the event a Dwelling Unit is partially or totally destroyed, and then rebuilt, an easement for minor encroachments on adjacent Lots or Common Area due to construction shall be permitted.

1

2 **ARTICLE 3: THE ASSOCIATION**

3

4 3.1. Purpose of Association. The Association is a non-profit corporation which will
5 serve as the governing body for all Owners for the protection, improvement, alteration,
6 maintenance, repair, replacement, administration and operation of the Common Area, the
7 assessment of expenses, and other matters as provided in the Governing Documents.
8

9 3.2. Membership. Each Owner of a Lot, by virtue of being an Owner, shall automatically be
10 a Member of the Association. Membership in the Association shall be appurtenant to each Lot owned
11 and shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership to
12 a Lot, and then only to the transferee thereof. Upon any transfer of ownership of a Lot, said
13 membership shall automatically pass to the new Owner. Any attempted transfer of membership
14 separate from the appurtenant Lot or Lots shall be void.
15

16 3.3. Voting Rights. There shall be one vote for each Lot, which vote may be exercised by the
17 Owner or Owners of the Lot. When more than one person or entity holds an interest in any Lot, the vote
18 for that Lot shall be exercised as agreed upon by the Owners, but in no event shall more than one vote
19 be cast for any one Lot. If the owners of a Lot cannot agree on how to cast any vote, they will lose their
20 right to vote on the matter in question. If any Owner casts a vote on a particular matter, it will
21 conclusively be presumed for all purposes that the person casting the vote was acting with the authority
22 and consent of all of the Owners of the Lot, unless an objection by any other Owner is made at the time
23 the vote is cast. In the event that more than the allocated votes are cast for a particular Lot, none of the
24 votes shall be counted and all of the votes shall be deemed void.
25

26 3.4. Responsibilities of the Association. Except as otherwise stated in this
27 Declaration, the Association, through the Board of Directors, is responsible for the protection,
28 improvement, alteration, maintenance, repair, replacement, administration, management,
29 operation, and liability of the Common Area. The Association is, to the extent applicable,
30 responsible for:
31

32 3.4.1. hiring, firing, supervision and paying of employees and independent
33 contractors, including, but not limited to, workers, landscapers, attorneys, accountants,
34 architects and contractors to carry out the obligations set forth herein;
35

36 3.4.2. maintenance of such liability insurance as the Association deems
37 necessary to protect the Members and the Board of Directors of the Association from liability
38 for conditions existing and events occurring on or about the Common Area, including, but not
39 limited to, directors and officers liability insurance for the Board of Directors of the Association;
40

41 3.4.3. maintenance of worker's compensation insurance for the employees, if
42 any, of the Association;
43

1 3.4.4. enforcement, in its sole discretion, of the provisions of this Declaration,
2 including, but not limited to, the use restrictions provided for herein;
3

4 3.4.5 establishment and maintenance of such cash reserves as the Board of
5 Directors in its sole discretion deems reasonably necessary for the maintenance and repair of
6 the Improvements for which the Association is responsible and for unforeseen contingencies;
7

8 3.4.6. provision of payment for all utility services for Common Area facilities;
9

10 3.4.7. entering into of such agreements and the taking of such actions as are
11 reasonably necessary and convenient for the accomplishment of the obligations set forth
12 above and the operation and maintenance of the Common Area and facilities located thereon;
13 and
14

15 3.4.8. delivery of such information to purchasers of Lots resold by Owners as
16 required pursuant to the Bylaws or applicable law.
17

18 3.5. Governing Documents. The manner in which the Association carries out its
19 responsibilities shall be controlled by the provisions of the Governing Documents. In the event
20 of any dispute or disagreement between any Owners or any other persons subject to this
21 Declaration relating to the Properties, or any question of interpretation or application of the
22 provisions of this Declaration and any of the other Governing Documents, this Declaration shall
23 control. In the event of any conflict between the Articles and the Bylaws of the Association,
24 the Articles shall control. In the event of any conflict between any provision of the Rules and
25 any provisions of the other Governing Documents, the provisions of the Rules shall be deemed
26 to be superseded by the provisions of any other Governing Document, to the extent of any
27 such conflict.
28

29 3.6. Rules and Regulations of the Association. The Board is empowered to adopt,
30 amend, or repeal such rules and regulations as it deems reasonable and appropriate
31 (collectively, the "Rules"), which shall be binding upon all Persons subject to this Declaration
32 and shall govern the use or occupancy of the Properties. The Rules shall govern such matters
33 as the Board deems to be in furtherance of the purposes of the Association, including, without
34 limitation, the use of the Common Area. The Rules may be adopted, amended, or repealed at
35 any special or regular meeting of the Board upon a vote of a majority of all the Directors, and
36 shall take effect after 30 days' written notice to the Owners, unless the rule(s) being adopted,
37 amended or repealed has a compelling health or safety purpose, in which case seven days'
38 notice to the Owners is required.
39

40 The Rules are deemed incorporated herein by this reference, and shall have the
41 same force and effect as if they were set forth in and were part of this Declaration, and shall be
42 binding upon all persons having any interest in, or making any use of, any part of the
43 Properties, whether or not copies of the Rules are actually received by such persons.
44 References to the covenants and restrictions contained herein shall be deemed to refer also to

1 the Rules (except to the extent the Rules are in conflict herewith). The Rules, as adopted,
2 amended or repealed, shall be available for review by each person reasonably entitled thereto,
3 upon written request to the Board. It shall be the responsibility of each person subject to the
4 Rules to review and keep abreast of any changes in the provisions thereof.
5

6 3.7. Indemnification and Limitation of Liability. The Association shall indemnify to
7 the fullest extent allowed by law, every officer, director, and committee member, against any
8 and all expenses, including attorneys' fees, reasonably incurred by or imposed upon, any
9 officer, director, or committee member, in connection with any action, suit or other
10 proceeding (including settlement of any suit or proceeding if approved by the then Board of
11 Directors) to which he or she may be made a party by reason of being or having been an
12 officer, director or committee member. This provision shall not be deemed to include travel
13 expenses to attend Association meetings or legal proceedings, and shall only include
14 reasonable actual expenses. Neither officers, directors nor committee members shall be liable
15 for any mistake of judgment, negligent or otherwise, except for their own individual willful
16 misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee
17 members shall have no personal liability with respect to any contract or other commitment
18 made by them, in good faith, on behalf of the Association (except to the extent that such
19 officers, directors, or committee members may also be members of the Association), and the
20 Association shall indemnify and forever hold each such officer, director and committee
21 member free and harmless against any and all liability to others on account of any such
22 contract or commitment. Any right to indemnification provided for herein shall not be
23 exclusive of any other rights to which any officer, director or committee member, or former
24 officer, director, or committee member may be entitled. The Association shall, as a common
25 expense, maintain adequate general liability and officers' and directors' liability insurance, to
26 also include committee members, to fund this obligation. The indemnification provided herein
27 is conditioned on the cooperation of the involved officer, director or committee member, in
28 the handling of and settlement of any claim or legal proceedings at issue.

29 **ARTICLE 4: COVENANTS FOR MAINTENANCE ASSESSMENTS**

30
31 4.1. Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner,
32 upon the recordation of a deed to any Lot, whether or not it shall be so stated in such deed,
33 agrees and covenants to pay to the Association: (A) Annual Assessments or charges, (B) Special
34 Assessments, and (C) Reimbursement Assessments. These Assessments shall be established
35 and collected as provided in this Article. All Assessments levied against a Lot, together with
36 interest from the date of delinquency until paid, late fees, costs and reasonable attorneys' fees,
37 shall be charged against the Lot and shall be a continuing lien upon the Lot. Such lien shall be
38 deemed to have attached as of the date of recordation of the Original Declaration, and shall be
39 senior to all matters other than tax liens for real property taxes on the Lot, assessments on the
40 Lot in favor of any municipal or other governmental assessing unit, reservations in patents, and
41 the lien of any First Mortgage. Upon the voluntary conveyance of a Lot, the selling Owner and
42 the buyer shall be and remain jointly and severally liable for the payment of all Assessments

1 levied against the Lot prior to the closing of said sale and unpaid at the time of the conveyance,
2 subject to the provisions of this Article.

3
4 Delinquent Assessments, together with interest, late fees, costs, and reasonable
5 attorneys' fees, also shall be the personal obligation of the person who was the Owner of such
6 Lot at the time when the Assessment was levied, and shall bind his/her heirs, devisees,
7 personal representatives and assigns. Except as otherwise provided herein, the personal
8 obligation for delinquent Assessments shall not pass to successors in title unless expressly
9 assumed by them.

10
11 4.2. Purpose of Assessments. The Assessments levied by the Association shall be
12 used exclusively to promote the recreation, health, safety, welfare, and enjoyment of the
13 residents in the Properties, for the improvement and maintenance of the Common Area and
14 for maintenance of the Lots as provided in Article ***, enforcement of the Governing
15 Documents, and the establishment of reasonable reserves for anticipated future expenditures
16 for such purposes.

17
18 4.3. Annual Assessment.

19
20 4.3.1. Annual Assessment. The Board shall determine the amount of the
21 Annual Assessment, based upon the operating budget of the Association, including appropriate
22 reserves. The amount of the Annual Assessment may not be increased more than 20% over the
23 previous year's Assessment without the affirmative vote of a majority of the Members in the
24 Association. The Board of Directors may fix the Annual Assessment at an amount not in excess
25 of the maximum referred to above.

26
27 4.3.2. Notification to Owners of Annual Assessments. The Board shall provide
28 notice to the Owners of the amount of the Annual Assessment with the annual budget, as
29 provided in 4.3.3 below.

30
31 4.3.3. Budgeting. Each year the Board shall prepare, approve and make
32 available to each Member, a budget containing: (A) estimated revenue and expenses, and (B)
33 the amount of total cash reserves of the Association currently available for replacement or
34 repair of the Common Area or other areas within the Properties which the Association is
35 responsible to repair and maintain, and for contingencies. The total amount needed to fund
36 the annual budget shall be charged equally against all Lots as Annual Assessments. The Board
37 shall prepare and approve the annual budget and distribute a copy to each Lot Owner, together
38 with written notice of the amount of the Annual Assessment to be levied against the Owner's
39 Lot, not less than 15 days nor more than 60 days prior to the beginning of the fiscal year.

40
41 4.3.4. Non-Waiver of Assessments. If before the expiration of any fiscal year
42 the Association fails to fix the Annual Assessments for the next fiscal year, the Annual
43 Assessment established for the preceding year shall continue until a new Annual Assessment is
44 fixed.

1
2 4.4. Special Assessments. Special Assessments may be recommended by the Board
3 of Directors, in addition to the Annual Assessment for (A) constructing capital improvements;
4 (B) correcting an inadequacy in the current operating account; (C) defraying, in whole or in
5 part, the cost of any construction, reconstruction, unexpected repair or replacement of
6 improvements in the Common Area; or (D) paying for such other matters as the Board may
7 deem appropriate for the Properties or the good and welfare of the Members. Special
8 Assessments require the approval of 2/3rds of the Members who are voting in person or by
9 absentee ballot at an Annual Meeting or at a Special Meeting duly called for this purpose (at
10 which a quorum is present). The vote also may be by written ballot in place of a meeting.
11 Monies collected as a Special Assessment shall be used only for the purpose(s) stated to the
12 Members during the approval process.
13

14 4.5. Reimbursement Assessments. The Association shall levy a Reimbursement
15 Assessment if (A) Any Owner, his/her family member, tenant, guest or invitee, has failed to
16 comply with the Association's Governing Documents, which failure has necessitated an
17 expenditure of money by the Association to bring the Owner or his/her Lot into compliance; or
18 (B) Any Owner, his/her family member, tenant, guest or invitee has caused damage to the
19 Common Area. A Reimbursement Assessment shall not be levied by the Association until
20 notice and an opportunity for a hearing has been given to the Owner. Reimbursement
21 Assessments may be enforced in the same manner as Annual Assessments, except as may be
22 provided in any superseding law.
23

24 4.6. Uniform Rate of Assessment and Due Dates. All Annual Assessments and Special
25 Assessments must be fixed at a uniform rate for all Lots. Annual Assessments may be collected
26 on a monthly basis or as otherwise determined by the Board of Directors.
27

28 4.7. Certificate of Payment. The Association shall, upon demand, and for a
29 reasonable charge, furnish a certificate signed by an officer of the Association setting forth
30 whether the Assessments on a specified Lot have been paid. A properly executed certificate of
31 the Association as to the status of the Assessments on a Lot is binding upon the Association as
32 of the date of its issuance.
33

34 4.8. Effect of Non-Payment of Assessments; Remedies of the Association. If any
35 Assessment is not paid within thirty (30) days of its due date, a late fee and interest may be
36 charged, in an amount to be determined by the Board of Directors. If a check tendered for any
37 Assessment is returned as unpaid for any reason, a charge shall be assessed, as determined by
38 the Board of Directors. In the event the Association employs an attorney to collect a delinquent
39 assessment, whether by foreclosure of the lien created herein or otherwise, the delinquent
40 Owner shall pay, in addition to the Assessments and interest accrued thereon, such reasonable
41 attorneys' fees and all other costs and expenses incurred by the Association as a result of such
42 delinquency. In addition to all other remedies provided by law, the Association, or its
43 authorized representative, may enforce the obligations of any Owner to pay the Assessments in

1 any manner provided by law or in equity, or without any limitation to the foregoing, or by
2 either or both of the following procedures:
3

4 4.8.1 Civil Action. The Board may cause a civil action to be commenced and
5 maintained in the name of the Association against any Owner who is personally obligated to
6 pay delinquent Assessments. Any judgment obtained in the Association's favor shall include the
7 amount of the delinquent Assessments, interest and late fees; any additional charges incurred
8 by the Association; and any other amounts the court may award, including reasonable
9 attorneys' fees and court costs. A proceeding to recover a judgment for unpaid Assessments
10 may be maintained without the necessity of foreclosing or waiving the Association's lien.
11

12 4.8.2 Enforcement of Lien. As provided in 4.1 above, all Assessments, plus late
13 fees, interest and costs connected therewith, shall be a continuing lien upon the Lot assessed.
14

15 4.8.2.1. Notice and Perfection of Lien. The recording of the Original
16 Declaration constitutes record notice and perfection of the Association's lien. The Association
17 is not required to record a notice of lien, but may do so to provide notice to third parties of its
18 interest in a Lot. The Association's lien is senior to all matters other than tax liens for real
19 property taxes on the Lot, Assessments on the Lot in favor of any municipal or other
20 governmental assessing unit, reservations in patents, and the lien of any First Mortgage.
21 Except for the transfer of a Lot pursuant to a foreclosure of a First Mortgage, the sale or
22 transfer of a Lot does not affect the Association's lien.
23

24 4.8.2.2. Foreclosure of Lien. The Association's lien may be foreclosed
25 by appropriate action in court or in the manner provided by law for the foreclosure of a realty
26 mortgage, as set forth by the laws of the State of Arizona, as the same may be changed or
27 amended. The lien provided for herein shall be in favor of the Association and shall be for the
28 benefit of all other Owners. The Association shall have the power to bid in at any foreclosure
29 sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such
30 foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees,
31 interest and all other costs and expenses shall be allowed to the extent permitted by law. Each
32 owner hereby expressly waives any objection to the enforcement and foreclosure of this lien.
33

34 4.9. No Offset. The obligation of every Owner to pay assessments levied by the
35 Association is absolute and shall not be affected by any claim the Owner may have, or believes
36 he has, against any other person, including Declarant or the Association, nor shall such
37 obligation be affected by any irregularity in the manner or timing in which notice of assessment
38 is given.
39
40

1 4.10. Reserve Fund.

2
3 4.10.1 Requirement for Reserve Fund. The Association shall maintain a
4 separate reserve account with the funds therein being used for the periodic maintenance,
5 repair and replacement of the Common Area, and any other property that is the maintenance
6 obligation of the Association, as required hereunder.

7
8 4.10.2 Funding the Reserves. To the greatest extent possible, the reserve fund
9 shall be funded by a portion of the Annual Assessments of Owners rather than by Special
10 Assessments; provided however, that this provision shall not be deemed to limit the power of
11 the Association to levy any Assessment or charge authorized by this Declaration.

12
13 4.10.3 Management of Reserves. The reserves which are collected as part of
14 the Annual Assessments shall be deposited by the Association in a separate bank account to be
15 held in trust for the purposes for which they are collected or allocated. Such reserves shall be
16 deemed a contribution to the capital account of the Association by the Owners and, once paid;
17 no Owner shall be entitled to any reimbursement of those funds. The Board is only responsible
18 for providing for such reserves as the Board, in good faith, deems reasonable, and no member
19 of the Board is liable to any Owner or to the Association if the amount in the reserve account
20 proves to be inadequate.

21
22 4.11. Subordination of the Lien to First Mortgages; Sale or Transfer of Lots The lien for
23 Assessments provided for herein, including without limitation any fees, costs, late charges, or
24 interest which may be levied by the Association in connection with unpaid Assessments, shall
25 be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot pursuant to
26 foreclosure of any such First Mortgage or any proceeding in lieu thereof, including deed in lieu
27 of foreclosure, or cancellation or forfeiture of such executory land sales contract, shall
28 extinguish the lien of Assessments or charges which became due prior to any such sale or
29 transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure,
30 or cancellation or forfeiture of any such executory land sales contract; provided, however, that
31 any such delinquent Assessments or charges, including interest, late charges, costs, and
32 reasonable attorneys' fees, which are extinguished as provided herein, may be reallocated and
33 assessed to all Lots as a common expense or may be expressly assumed by a Successor Owner.
34 No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of
35 foreclosure, nor cancellation or forfeiture of such executory land sales contract, shall relieve
36 any Owner of a Lot from liability for any Assessments or charges thereafter becoming due, nor
37 from the lien thereof. In the event of foreclosure of a First Mortgage or the taking of a deed in
38 lieu thereof, such First Mortgagee shall not be liable for unpaid Assessments or other charges
39 which accrued prior to the acquisition of title to the Lot in question by such First Mortgagee.

40
41 4.12. Mortgage Protection and Additional Assessment as Common Expense.
42 Notwithstanding and prevailing over any other provisions of this Declaration, or the
43 Association's Articles or Bylaws, or the Rules, the following provisions shall apply to and benefit
44 each First Mortgagee of a Lot:

1
2 4.12.1. First Mortgagees shall not be personally liable for the payment of any
3 Assessment or charge, nor for the observance or performance of any covenant, restriction,
4 regulation, Rule, Article or By-Law, except for those matters which are enforceable by
5 injunctive or other equitable actions, not requiring the payment of money, nor shall a First
6 Mortgagee be liable for any violation of the Restrictions that occurred prior to such First
7 Mortgagee acquiring title.

8
9 4.12.2. During the pendency of any proceeding to foreclose the first
10 mortgage, including any period of redemption, the mortgagee (or receiver appointed in such
11 action) may, but is not required to, exercise any or all of the rights and privileges of the Owner
12 of the mortgaged Lot, including (but not limited to) the exclusion of the Owner's exercise of
13 such rights and privileges.

14
15 4.12.3. At such time as the First Mortgagee becomes the record Owner of a
16 Lot, he, she or it shall be subject to all of the terms and conditions of this Declaration, including
17 but not limited to, the obligation to pay for all Assessments and charges accruing thereafter, in
18 the same manner as any Owner.

19
20 4.12.4. The First Mortgagee, or any other party acquiring title to a mortgaged
21 Lot through foreclosure suit or through any equivalent proceeding arising from said first
22 mortgage, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire
23 title to the mortgaged Lot free and clear of any lien authorized by or arising out of any of the
24 provisions of this Declaration or Bylaws which secured the payment of any Assessment for
25 charges accrued prior to the final conclusion of any such foreclosure suit or equivalent
26 proceeding, including the expiration date of any period of redemption.

27
28 4.12.5. First Mortgagees are entitled to pay taxes or other charges which are
29 in default and which may or have become a charge against any Common Area owned by the
30 Association, and such First Mortgagees may, jointly or severally, pay overdue premiums on
31 hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for
32 such Common Area, and any First Mortgagees making such payment shall be owed immediate
33 reimbursement from the Association.

34
35 4.12.6. Nothing in this Declaration shall in any manner be deemed to give an
36 Owner, or any other party, priority over any rights of a First Mortgagee of a Lot pursuant to the
37 terms of such First Mortgagee's mortgage in the case of a distribution to an Owner of insurance
38 proceeds or condemnation awards for losses or to a taking of any Lot or any part of the
39 Common Area owned by the Association. Each First Mortgagee shall be entitled to timely
40 written notice of such loss or taking.

ARTICLE 5: INSURANCE

5.1. Common Area Insurance. The Board of Directors shall secure and maintain policies of insurance so that a policy is in force at all times providing, to the extent that the same is available at reasonable cost, liability insurance coverage for the Common Area and all insurable facilities and improvements thereon. Such insurance shall have a minimum of \$1,000,000.00 coverage, insuring against liability for bodily injury and property damage resulting from the use of the Common Area or the maintenance or operation thereof, and any liability arising from a contract of employment between the Association and another person or entity. The Association also shall secure fire and extended coverage, together with a standard "all risk" endorsement and, to the extent the same can be obtained, "agreed amount" and "inflation guard" endorsements, and any construction code endorsements required under law, which coverage shall be in an amount to be determined by the Board of Directors of the Association, but in no event less than 100% of the current replacement value of Common Area and facilities so that the same will adequately and properly insure all structures, equipment and improvements on the Common Area. The cost of such insurance shall be paid by the Association. The Board of Directors shall have authority to negotiate with the insurance carrier and to adjust losses, make settlements and give releases to the insurance carrier. Each policy of insurance provided for under this Section shall recite that the same may not be canceled or benefits hereunder be alterable without ten days' notice in writing to the Association.

5.2. Damage or Destruction of Common Area. In the event of damage to or the destruction by fire or other casualty of Common Area facilities or Improvements covered by the described insurance policies, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to as good a condition as formerly existed. However, in the event that the proceeds of such insurance shall be insufficient to substantially restore or repair the damaged or destroyed facilities, the Board of Directors of the Association shall call a meeting of Members for the purpose of levying a Special Assessment as provided in Section 4.4, for the difference between the sum received as insurance proceeds and the reasonable cost of repair or replacement of the damaged or destroyed Common Area facilities. In the event that the Members do not consent to the Special Assessment, no such Assessment shall be made and the Board of Directors of the Association may decide to only partially restore or replace the damaged or destroyed facilities or to make some other use of the affected Common Area(s).

5.3. Insurance of Lots. The Association shall in no event be required to replace or restore real or personal property located upon any Lot, and the insurance of Lots and Improvements thereon against any and all hazards shall be the sole responsibility of the Owners thereof. In the event of damage to an Improvement on a Lot, the Owner thereof shall promptly repair or rebuild the Improvement to the same standards and specifications of the original Improvement, unless otherwise permitted by the Board of Directors. If the Owner of a damaged or destroyed structure fails to repair or rebuild the structure, then the Owner must remove the remaining portion of the damaged or destroyed structure, and maintain the Lot in a clean and orderly condition.

1 **ARTICLE 6: ASSOCIATION'S MAINTENANCE RESPONSIBILITIES**

2
3 6.1. Maintenance of Common Area. The Association is responsible for the
4 maintenance and upkeep of all Common Area.

5
6 6.2. Maintenance on Lots. The Association shall provide landscape maintenance
7 service in front and on side yards of Dwelling Units, and shall be responsible for painting and
8 associated preparation of the exterior walls of Dwelling Units.

9 **ARTICLE 7: OWNER'S MAINTENANCE RESPONSIBILITIES**

10
11 7.1. Lot Maintenance. Except as otherwise provide in Section 6.2, each Owner shall
12 be solely responsible for all costs and expenses relating to the maintenance, repair, upkeep,
13 taxation and assessment of his/her Lot(s) and any Improvements thereon, including but not
14 limited to, the payment of utility costs, ad valorem taxes, roof maintenance and repair, repair
15 of fences and walls, walks and other exterior portions of and structures on his Lot, unless
16 otherwise provided herein.

17
18 7.2. Utilities. Each Owner is responsible for maintenance, repair, replacement, etc. of
19 all plumbing, electrical, gas, water and sewer lines and equipment on his/her Lot, as well as all
20 utility connection lines and pipes from the main residence on the Lot to the connection point in
21 the main collection sewer line or main water line, and to the electric power transformer or
22 other connection to the main power or utility source.

23
24 7.3. Failure to Maintain. Upon the failure of any Owner to maintain his/her Lot in a
25 manner that is satisfactory to the Board of Directors, then the Association, through its agents
26 and employees, is herewith granted the right to enter upon such Lot and to make such
27 reasonable repairs, maintenance, rehabilitation or restoration as may be necessary, and the
28 cost therefor shall be a Reimbursement Assessment. At least 10 days prior notice shall be given
29 to the Owner.

30
31 7.4. Easement for Maintenance and Repair. The Owner of each Lot is granted an
32 easement across adjacent Lots for purposes of accomplishing regular maintenance and repair
33 of structures and improvements, including party walls.

34 **ARTICLE 8: PARTY WALLS**

35
36 8.1. Definition of "Party Wall". Each wall, whether a patio yard wall or bearing wall
37 of a Dwelling Unit, which is built as a part of the original construction of a building upon the
38 Properties and placed on or immediately adjacent to the dividing line between Lots, shall
39 constitute a party wall.

8.2. Alteration of Party Walls. No Owner shall take any action which may destroy the integrity of a party wall or pose an unsightly appearance or threaten its strength, durability or lasting life. Without limitation, no Owner shall place any plants or shrubs close to a party wall in a fashion that watering of said plants will threaten the foundation of the party wall or cause the foundation to be undermined.

8.3. Repair and Maintenance of Party Walls. The cost of ordinary repair and maintenance of a party wall shall be shared equally by the Owners of the Lots which are divided by the wall.

8.4. Damage by Adjoining Owner. This Section applies in the event any party wall is damaged or destroyed through the act of one adjoining Owner, or any of his/her guests or agents or members of his/her family so as to deprive the other Owner of the full use and enjoyment of such wall. The Owner responsible for the damage shall immediately proceed to rebuild and repair the party wall, or cause it to be rebuilt or repaired, to as good condition as formerly without cost to the other Owner.

8.5. Damage by Outside Causes. In the event any party wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his/her agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), both adjoining Owners shall proceed immediately to rebuild or repair the common wall to as good condition as formerly, at their joint and equal expense.

8.6. Dispute Resolution. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of applicable costs, then upon written request of one of such Owners delivered to the other such Owner, the matter may be heard and determined by a mutually-selected arbitrator, under mutually-agreeable rules of procedure. If the parties cannot agree on an arbitrator or on rules of procedure, the matter shall be litigated in a court of proper jurisdiction.

8.7. Private Agreements. Private agreements between Owners may not modify the provisions of this Article.

ARTICLE 9: ARCHITECTURAL REVIEW

9.1. Architectural Review. Prior to the construction, installation or modification of any Architectural Improvement upon a Lot, the Owner is required to obtain the written approval of the Board of Directors, which approval may be given in the sole discretion of the Board. For purposes of this Article, "Architectural Improvements" shall be deemed to include, but are not limited to, buildings, fixtures, radio antennae, television antennae, satellite stations or dishes, walls, fences, copings, awnings, sunshades, flagpoles, or any similar structures, any landscaping, and any and all other related matters.

1 9.1.1. Approval by Board of Directors. Approval of the plans and
2 specifications shall be evidenced, if at all, by the written endorsement of the Board of
3 Directors' representative on the plans and specifications. One set of the endorsed plans shall
4 be returned to the Lot Owner prior to the beginning of any construction. One set of plans and
5 specifications shall be retained by the Association.

6
7 9.1.2. Nonconforming Architectural Improvements. In the event that an
8 Owner makes unapproved Architectural Improvements upon his/her Lot, or Architectural
9 Improvements that do not conform to the plans and construction schedule submitted to and
10 approved by the Board of Directors, the Board shall give written notice to the Owner of the Lot
11 upon which such Architectural Improvements have been made. Such notice shall specify the
12 nature of the nonconformity of the Architectural Improvements and shall grant the Owner an
13 opportunity to cure the nonconformity or request a hearing before the Board of Directors. If
14 the matter is not resolved, the Association has the right to avail itself of all applicable legal and
15 equitable remedies.

16
17 9.2. Standards of Review. In reviewing plans for Architectural Improvements or
18 other exterior changes upon a Lot, the Board of Directors shall exercise its discretion in
19 deciding whether or not the proposed modification is in harmony with the overall scheme of
20 the development of the Properties. The Board of Directors shall have the right to deny
21 alterations or modifications for purely aesthetic reasons, if (A) the Board considers the
22 alteration or modification to be unattractive in relation to the overall scheme of development;
23 (B) the Board considers the alteration or modification to be a nuisance or upset of design; or
24 (C) the Board considers the alteration or modification to be in contrast to or out of harmony
25 with the style of existing structures. The Board may elicit the opinion of other Owners,
26 including the neighbors of the Owner submitting the plan for alteration or modification, as to
27 the conformity and harmony of the proposed plan with the overall scheme of development,
28 and the effect that the proposed plan might have on the other Owners' Lots. After eliciting
29 these opinions, the Board may, but need not, take them into account in making its final
30 decision. The opinion of any single Lot Owner will not control a decision of the Board; however,
31 within its own discretion, the Board may attach whatever significance it deems appropriate to
32 the statements of residents and/or neighbors of the Owner submitting the proposed alteration
33 or modifications to an existing structure.

34
35 9.3. Requirements for Plans and Specifications: All plans must meet the following
36 minimum criteria and such further criteria as the Board of Directors promulgates:

37
38 9.3.1. The plans shall be in accordance with the provisions of this Declaration
39 and written rules and regulations of the Board;

40
41 9.3.2. The plans shall be in sufficient detail to permit the Board to make its
42 determination; and
43

9.3.3. The plans, as submitted to the Board, shall be complete and ready for submittal to obtain a building permit from Pima County or other competent jurisdiction. The Board shall review and shall either approve or disapprove all plans and specifications within 45 days after submission and issuance by the Association of a receipt indicating the date received. Any plans not so approved or disapproved shall be deemed approved, and the provisions of this Section shall be deemed waived.

9.4. Cost Recovery. If the Association incurs any costs for review of submitted plans and specifications due to the need for professional services, the Association may charge a reasonable fee to a petitioning Owner for the review of the plans and specifications. This fee shall be paid in advance at the time the plans and specifications are submitted for approval.

9.5. Limitation of Liability. Neither the Board of Directors nor any of its members shall be liable for damages or otherwise to any Person submitting requests or plans for approval, or to any Lot Owner, by reason of any action, mistake in judgment, negligence, failure to act, approval, disapproval or failure to approve or disapprove with respect to any matter within their jurisdiction under the terms of this Declaration. Any Owner submitting plans to the Board of Directors, and any Owner, by acquiring title to any Lot, waives his/her claim for damages or other relief arising under the architectural review process established in this Declaration or by the Board of Directors.

9.6. Inspection. Any authorized officer, director, employee or agent of the Association, may at any reasonable time and without being deemed guilty of trespass, enter on any Lot, after reasonable notice to the Owner of such Lot, in order to inspect the Architectural Improvements being constructed or recently completed on such Lot to ascertain that such Improvements have been, or are being built in compliance with the Rules, plans and specifications approved in accordance with this Article, and any other pertinent provision of this Declaration.

ARTICLE 10: USE RESTRICTIONS

The Properties shall be held, used and enjoyed, subject to the following restrictions:

10.1. Animals. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be bred, raised or kept on the Properties, nor shall dogs, cats or other animals be kept in kennels or similar enclosures on the Properties. This restriction shall not be construed, however, as prohibiting the keeping of no more than two ordinary domestic pets as long as such pets are kept confined in the Dwelling Unit and fenced yard. When domestic pets, which are allowed to be kept on the Properties, are taken out of an Owner's Lot, the domestic pet(s) shall be on a leash and the Owner shall be required to pick up immediately any animal feces left on any other Owner's Lot or on the Common Area.

1 10.2. Antennas and Exterior Devices. Subject to the Telecommunications Act of 1996
2 and any other applicable law, no exterior antennas or other devices for the transmission or
3 reception of communication, television or radio signals, including satellite dishes, which are not
4 in keeping with similar devices already present and approved within the Properties, shall be
5 erected or maintained without prior written authorization of the Board of Directors. No other
6 exterior devices, modifications, or additions, shall be constructed on the exterior of a Lot
7 (including the roof) without the prior written authorization of the Board.

8
9 10.3. Business Activities. All Lots shall be used for single-family residential purposes
10 only. The following applies with respect to home business activities within the Properties:

11
12 10.3.1. Criteria for Home Business. No trade or business may be conducted in
13 or from any Lot, except that an Owner or occupant residing in any Lot may conduct business
14 activities within the Lot so long as (A) the existence or operation of the business activity is not
15 apparent or detectable by sight, sound or smell from outside the Lot; (B) the business activity
16 conforms to all zoning requirements and any other governmental requirements for the
17 Properties; (C) the business activity does not involve any person conducting such business who
18 does not reside in the Lot or door-to-door solicitation of residents of the Properties; (D) the
19 existence or operation of the business does not increase that Lot's use of Common Area
20 facilities over the standard for a single family dwelling; (E) the existence or operation of the
21 business does not require more than a reasonable number of customers or delivery trucks to
22 visit the Lot; and (F) the business activity does not constitute a nuisance, or a hazardous or
23 offensive use, or cause the owners to violate any other provisions of this Declaration, or
24 threaten the security or safety of other residents of the Properties, as may be determined in
25 the sole discretion of the Board.

26
27 10.3.2. Pertinent Definitions. The terms "business" and "trade," as used in this
28 provision, shall be construed to have their ordinary, generally-accepted meanings.

29
30 10.3.3. Yard Sales or Carport Sales. Yard sales, carport sales and estate sales are
31 allowed only in accordance with guidelines that shall be set forth in the Rules.

32
33 10.5. Clotheslines. Clotheslines shall be of a retractable type concealed from view of
34 neighboring Lots and streets.

35
36 10.6. Diseases and Insects. No Owner shall permit anything or any condition to exist
37 upon the Properties, which shall induce, breed or harbor infectious plant diseases or noxious
38 insects.

39
40 10.7. Leases.

41
42 10.7.1. Obligations of Tenants. All provisions of the Governing Documents
43 which govern the conduct of Owners and which provide for sanctions against Owners shall also
44 apply to tenants. The Owner shall provide his/her tenant with copies of the Governing

1 Documents. In the event the Owner fails to do so, the Association may provide copies to the
2 tenant and charge the Owner the cost of doing so.

3
4 10.7.2. Requirements for Leases. All leases shall be in writing and shall
5 specifically provide:

6
7 10.7.2.1. The lease is subject in all respects to the provisions of the
8 Declaration and Rules.

9
10 10.7.2.2. The failure of the tenant to comply with the terms and
11 conditions of the Declaration and Rules constitutes a material default of the lease, and the
12 Owner shall be entitled to reenter and retake possession of the premises pursuant to the
13 provisions of the Arizona Landlord Tenant Act, A.R.S. Section 33-1301 et seq.

14
15 10.7.2.3. All leases shall be for a minimum of 30 days.

16
17 10.7.3. Notification to Association. Within 15 days of lease inception, an
18 Owner leasing his/her Lot shall give the Association, in writing, the name of the tenant of the
19 Lot and such other information as the Association may reasonably require.

20
21 10.7.4. Enforcement of Leasing Restrictions. An Owner shall provide a copy of
22 an operative lease within 10 days of the Association's written request therefor. An Owner shall
23 be responsible for any violation of the Declaration and Rules by his/her lessee or tenant or any
24 other persons residing in the Lot, and their guests or invitees. In the event of any violation, the
25 Owner, upon demand of the Association, shall immediately take all necessary actions to correct
26 any such violations.

27
28 10.8. Noise. No Owner or other resident shall engage in any activity or permit any
29 activity to occur on the Properties which shall result in unusual, loud or obtrusive noises or
30 sounds.

31
32 10.9. Nuisances and Offensive Activity. No nuisance shall be permitted to exist or
33 operate upon the Properties. Without limiting the generality of the previous sentence, no
34 obnoxious or offensive activity shall be conducted on any Lot, nor shall anything be done,
35 placed or stored thereon which may become an annoyance or nuisance to the neighborhood or
36 occasion any noise, or odor which will or might disturb the peace, quiet, comfort or serenity of
37 the occupants of surrounding Lots.

38
39 10.10. Rubbish, Garbage and Storage. No Lot shall be used in whole or part for the
40 storage of construction materials, rubbish, or garbage of any character whatsoever, nor for the
41 storage of anything which will cause the Lot to appear in an unclean or untidy condition or that
42 will otherwise be obnoxious. No trash, yard waste, or rubbish of any kind may be dumped or
43 otherwise discarded anywhere in the Properties. No storage of any item or material is

1 permitted outside the walls of a Lot. Trash and recycling receptacles shall be kept screened so
2 as to conceal them from adjacent Lots and streets.

3
4 10.11. Security. The Association may, from time to time, provide measures of security
5 on the Properties; however, the Association is not a provider of security and shall have no duty
6 to provide any security on the Properties. The obligation to provide security lies solely with
7 each Owner individually. The Association shall not be held liable for any loss or damage by
8 reason of failure to provide adequate security or as a result of the ineffectiveness of security
9 measure undertaken.

10
11 10.12. Signs. No sign of any kind shall be on a Lot or Common Area, unless the sign has
12 been approved by the Board, except "For Sale," "For Rent," and security signs, and signs or
13 other postings which may be required by legal proceedings; or "Open House" signs which are in
14 place not more than two hours before and after the time of the event. No sign may exceed
15 more than three square feet in size. The placement of any sign shall not obstruct sidewalks or
16 any other area of public access. If the Owner(s) of any Lot wishes to sell or rent, the Owner or
17 his/her Realtor, with the Owner's permission, may erect one commercially-produced "For Sale"
18 or "For Rent" sign of industry standard size (18" x 24") on the Lot. Said sign shall be removed
19 within one week after close of escrow or tenant occupancy. The sign shall be the standard type
20 used by real estate professionals without additional advertising or adornment, except one sign
21 rider that does not exceed 6" x 24". Political signs are only allowed in accordance with State of
22 Arizona statutes. Final sign approvals rest with the Board of Directors or its designated
23 representative or committee.

24
25 10.13. Vehicles. The use of all vehicles, including but not limited to trucks,
26 automobiles, bicycles and motorcycles, shall be in accordance with the Rules, which may
27 prohibit or limit the use of said vehicles, provide parking regulations or adopt other restrictions
28 regulating the same.

29
30 10.13.1. Parking Requirement. The Association shall designate two
31 parking spaces for use by the residents of each Lot (one covered and one not covered).

32
33 10.13.2. Recreational Vehicles. Parking or storing of recreational vehicles
34 (including, but not limited to, motorhomes, vans, campers, trailers, boats and similar vehicles)
35 is prohibited on all portions of the Properties, except as approved by the Board of Directors.
36 The use and/or occupancy of a vehicle or recreational vehicle (including, but not limited to, a
37 motorhome, van, camper, trailer, or boat) as living quarters on either a temporary or
38 permanent basis is strictly prohibited on any portion of the Properties. For purposes of this
39 Section, the term "recreational vehicle" shall not include: (A) pick-up trucks with no more than
40 a 3/4 ton capacity with camper shells attached that are no more than seven feet in height as
41 measured from ground level, or (B) mini-motorhomes that are no more than seven feet in
42 height and no more than eighteen feet in length, so long as said pick-up or mini-motorhome is
43 used on a regular and recurring basis for regular transportation and is parked in accordance
44 with the provisions of this applicable to vehicles in general.

1
2 10.13.3. Prohibition Against Inoperable & Stored Vehicles. No inoperable,
3 unlicensed, junked or wrecked vehicles shall be parked on any portion of the Properties. Nor
4 shall any repair or maintenance work (including vehicle washing) be done to any vehicle. No
5 vehicles shall be located on the Properties in any state of disrepair or disassembly. No
6 motorized or non-motorized vehicle (whether for recreational use or otherwise), aircraft,
7 motorcycle, trailer or boat may be stored anywhere upon the Properties.

8
9 10.13.5. Commercial Vehicles. No commercial, construction or like vehicles
10 (including, but not limited to, pickup-type vehicles in excess of 3/4-ton capacity, and vehicles
11 bearing commercial signs, advertising or other business insignia, and any commercially licensed
12 vehicle) shall be parked or stored on the Properties, except with the permission of the Board of
13 Directors. This restriction does not apply to delivery or service provider trucks that are parked
14 on a temporary basis.

15
16 10.13.6. Enforcement of Parking Restrictions. In the event any Owner,
17 occupant, guest or lessee violates this Section regarding vehicle parking and storage, the
18 Association may take any action which is necessary to obtain compliance of this Section,
19 including the removal of vehicles in violation of this Section, the cost of which shall become the
20 responsibility of the owner of the Lot where the vehicle owner resides or is visiting.

21 **ARTICLE 11: ENFORCEMENT**

22
23 11.1. Right of Association to Enforce. The Association or any Owner has the right to
24 enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,
25 reservations, liens or charges now or hereafter imposed by the provisions of this Declaration.
26 This shall include enforcement of the Rules promulgated by the Association to carry out its
27 purposes and duties under this Declaration.

28
29 11.1.1. Attorney Fees. The prevailing party in any Court action shall be awarded
30 reasonable attorneys' fees and costs. If no Court action is brought, the Association shall be
31 reimbursed by the pertinent Owner(s), all reasonable attorneys' fees and costs it incurs in
32 enforcing the Governing Documents.

33
34 11.1.2. Waiver. No delay or omission on the part of the Association in
35 exercising its right to enforcement of this Declaration shall be construed as a waiver of or
36 acquiescence in any breach of any of the restrictions and covenants, and no right of action shall
37 accrue against the Board of Directors, the Association or any Owner for their neglect or refusal
38 to exercise such right of enforcement.

39
40 11.1.3. Protection of Mortgagee. No breach of the foregoing provisions,
41 conditions, restrictions or covenants shall defeat or render invalid the lien of any mortgage or
42 deed of trust made in good faith for value as to any portion of the Properties. Such provisions,

1 conditions, restrictions and covenants shall be enforceable against any portion of the
2 Properties acquired by any person through foreclosure for any breach occurring after such
3 acquisition.

4
5 11.2. Enforcement Procedures. At the Board's discretion, a violation of the Governing
6 Documents by an Owner, his guests, tenants or family members, may be referred to the
7 Association's attorney for enforcement action in Superior Court or any other court or agency of
8 appropriate jurisdiction. Alternatively, the Board may levy a monetary penalty or other
9 sanction against an Owner in accordance with the Governing Documents, applicable law and
10 procedures set forth by the Board of Directors.

11
12 11.3. Notice of Violation. In the event that any Owner, his/her guests, tenants or
13 family members are in violation of any of the provisions of the Governing Documents, the
14 Association, after providing notice and an opportunity to cure the violation, has the right to
15 record a "Notice of Violation" with the Pima County Recorder's Office, stating the name of the
16 Owner, the Lot and the nature of the violation, and the Association's intent not to waive any of
17 its rights of enforcement. The Notice shall remain of record until the violation is cured.

18
19 11.4. No Obligation to Enforce. The Association is not obligated to take any
20 enforcement action if the Board determines, in its sole discretion, that because of
21 considerations pertaining to the Association's finances, possible defenses, the time and
22 expense of litigation or other enforcement action, the likelihood of a result favorable to the
23 Association, or other facts deemed relevant by the Board, enforcement action would not be
24 appropriate or in the best interests of the Association. The failure of the Association or an
25 Owner to take enforcement action with respect to a violation of the Governing Documents
26 shall not constitute or be deemed a waiver of the right of the Association or any Owner to
27 enforce the Governing Documents in the future.

28
29 11.5. Cumulative Rights and Remedies. All rights and remedies of the Association
30 under the Governing Documents or at law or in equity are cumulative, and the exercise of one
31 right or remedy shall not waive the Association's right to exercise another right or remedy.

32
33 11.6. Violation of Law. Each and every provision of this Declaration, as amended from
34 time to time, is subject to any and all applicable federal, state and local governmental rules and
35 regulations, ordinances and subdivision regulations. Any violation of any federal, state,
36 municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use
37 of any property within the Subdivision is declared to be a violation of the Governing Documents
38 and subject to any and all enforcement procedures set forth in such Governing Documents.

39 **ARTICLE 12: GENERAL PROVISIONS**

40
41 12.1. Binding Effect. By acceptance of a deed or acquiring any ownership interest in
42 any Lot, each person or entity, for himself or itself, his or its heirs, personal representatives,

1 successors, transferees and assigns, binds himself, his heirs, personal representatives,
2 successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions,
3 rules and regulations now or hereafter imposed by this Declaration and amendments thereof.
4 In addition, each such person by so doing thereby acknowledges that this Declaration sets forth
5 a general scheme to the development of the Properties and hereby evidences his intent that all
6 restrictions, conditions, covenants, rules and regulations contained herein shall run with the
7 land and be binding on all subsequent and future owners, grantees, purchasers, assignees and
8 transferees thereof.
9

10 12.2. Mortgagee Protection. No breach of the provisions, conditions, restrictions or
11 covenants contained within this Declaration shall defeat or render invalid the lien of any
12 Mortgage made in good faith for value as to any portion of the Properties. Such provisions,
13 conditions, restrictions and covenants shall be enforceable against any portion of the
14 Properties acquired by any person through foreclosure or by deed in lieu of foreclosure or any
15 breach occurring after such acquisition.
16

17 12.3. Severability. Invalidation of any covenant, restriction, provision or term of this
18 Declaration by judgment or court order shall not affect any other covenant, restriction,
19 provision or term hereof which shall remain in full force and effect.
20

21 12.4. Amendment. This Declaration may be amended at any time by the affirmative
22 vote of at least 67% of the Owners, casting one vote per Lot. Any amendment to this
23 Declaration shall be evidenced by an instrument in writing signed by the President and
24 Secretary of the Association, attesting that the Owners of not less than 67% of the Lots have
25 approved such amendment, and recorded with the Pima County Recorder's office. This
26 Declaration may be revoked at any time by an instrument in writing executed and
27 acknowledged by the Owners of not less than 75% of the Lots, which said instrument shall be
28 recorded with the Pima County Recorder's office.
29

30 12.6. Captions and Titles. All captions and titles used in this Declaration are intended
31 solely for convenience or reference purposes only and in no way define, limit or describe the
32 true intent and meaning of the provisions hereof.
33

34 12.7 Interpretation of the Covenants. The Association, by the Board, shall have the
35 exclusive right to construe and interpret the provisions of this Declaration and all other
36 Governing Documents. In the absence of any adjudication to the contrary by a court of
37 competent jurisdiction, the Association's construction or interpretation of the provisions
38 hereof or of any other Governing Document, shall be final, conclusive, and binding as to all
39 Persons and property benefited or bound by this Declaration.
40

1 IN WITNESS WHEREOF, the undersigned certify that at least 67% of the Lot Owners have
2 voted to approve this Amended and Restated Declaration, thereby superseding the Original
3 Declaration and all amendments thereto.

4
5 LAS SOLANAS—BLOCK ONE ASSOCIATION, an
6 Arizona non-profit corporation
7

8
9
10 By: *Hamberly Sloan*
11 Its: President
12

13
14 ATTEST:

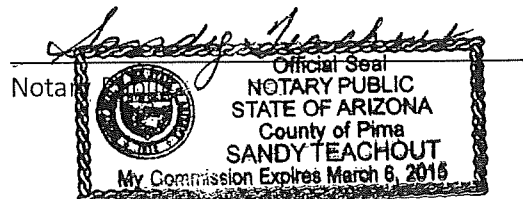
15
16 By *Daniel Riesgo*
17 Secretary
18

19
20
21 STATE OF ARIZONA)
22 : ss:
23 County of Pima)
24

25 The foregoing instrument was acknowledged before me this 13th day of
26 January, 2015 by *Hamberly Sloan*, President, of Las
27 Solanas---Block One Association, an Arizona non-profit corporation, on behalf of the
28 corporation.
29

30
31
32 STATE OF ARIZONA)
33 : ss:
34 County of Pima)
35

36 The foregoing instrument was acknowledged before me this 13th day of
37 January, 2015 by *Daniel Riesgo*, Secretary, of Las
38 Solanas---Block One Association, an Arizona non-profit corporation, on behalf of the
39 corporation.
40



Sandy Teachout
Notary Public

