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OFFICIAL RECORDS OF PIMA COUNTY, AZ
Gabriella Cázares-Kelly, Recorder

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CASA SUNRISE**

**DO NOT REMOVE
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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CASA SUNRISE**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions recorded at Docket No. 6657 at page 862 in the official records of Pima County, Arizona, the Modification thereto recorded at Sequence No. 96004829 in the official records of Pima County, Arizona, the Modification thereto recorded at Sequence No. 20022261403 in the official records of Pima County, Arizona, and the Modification thereto recorded at Sequence No. 20161620786 in the official records of Pima County, Arizona (collectively, "Original Declaration"), provide in Paragraph 34 that no action be taken to amend any provisions without the approval of Owners representing at least fifty-one percent (51%) of the total votes in the Association;

NOW, THEREFORE, pursuant to A.R.S. §33-1817 and the Original Declaration, Owners representing at least fifty-one percent (51%) of the total votes in the Association, by their written consent, have approved the following Amended and Restated Declaration of Covenants, Conditions and Restrictions which shall replace and supersede the Original Declaration in its entirety, and shall run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties or any part thereof, and inure to the benefit of each Owner.

ARTICLE 1
DEFINITIONS

Section 1.1 "Assessment" shall mean the annual and special assessments as set forth in Article 3.

Section 1.2 "Association" shall mean and refer to Casa Sunrise Association, an Arizona nonprofit corporation.

Section 1.3 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.4 "Common Area" shall mean and refer to the real property (including the improvements thereon) owned by the Association now or in the future.

Section 1.5 "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Casa Sunrise, as same may be amended from time to time.

Section 1.6 "Dwelling Unit" shall mean and refer to the residence on each Lot including any porch, garage, and patio.

Section 1.7 "Front Yard" shall mean and refer to that portion of a Lot between the front of the Dwelling Unit and the street.

Section 1.8 "Lot" shall mean and refer to any of the numbered plots of land numbered 115 thru 151, inclusive, as shown on the Plat and the improvements contained therein.

Section 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, as said term is defined, including contract sellers, but excluding those having such interest merely for the performance of an obligation.

Section 1.10 "Plat" shall mean the subdivision plat for Haciendas Catalina del Rey, Lots 1 thru 174, Common Areas 175 thru 181 recorded in Book 27 of Maps and Plats at page 53 in the official records of Pima County, Arizona.

Section 1.11 "Properties" shall mean and refer to Lots 115 thru 151, Common Area No. 181, and the private streets known as Calle del Marques and Calle de la Reina as shown on the Plat.

Section 1.12 "Rules" shall mean and refer to the rules and regulations adopted by the Board pursuant to Article 2, Section 2.3.

Section 1.13 "Single Family" shall mean and refer to any number of individuals related by blood, marriage or adoption or no more than four (4) unrelated individuals sharing a common household.

ARTICLE 2 ASSOCIATION

Section 2.1 Membership. Every owner of a Lot, upon becoming an owner thereof, shall automatically become a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2.2 Voting Rights. Each Owner is entitled to one (1) vote per Lot; provided, however, that no more than one (1) vote may be cast per Lot and fractional votes shall not be allowed. In the event that a Lot is owned by more than one (1) individual and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he/she was acting with the authority and consent of all other Owners of the same Lot. In the event that more than one (1) vote is cast by an Owner for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void.

Section 2.3 Rules. The Board may adopt, amend, and repeal rules and regulations ("Rules") governing the following: (1) the Common Area and the conduct of Owners and their guests thereon; (2) defining, clarifying, and/or providing procedures related to any provision of this Declaration; and (3) architectural matters. The Rules are deemed incorporated herein by this reference and shall have the same force and effect as if set forth herein.

Section 2.4 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass

with the title to every Lot; provided, however, that the Board may suspend the right of any Owner to use recreational facilities in the Common Area during such time that the Owner is delinquent in the payment of Assessments, or for a period not to exceed sixty (60) days for any infraction of the Declaration or Rules. An Owner may delegate his/her right of enjoyment to the Common Area to the members of his/her family, lessees, or contract purchasers who reside on his/her Lot.

ARTICLE 3

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, for each Lot owned within the Properties, by acceptance of a deed therefor, whether or not it shall be so expressed therein, is deemed to covenant and agree to pay to the Association: (1) annual assessments; and (2) special assessments. Assessments, together with late fees, costs and reasonable attorney's fees incurred in collecting same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

Section 3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration, the Association's articles of incorporation and bylaws, or state law.

Section 3.3 Annual Assessment. The amount of the annual assessment shall be determined by the Board and based upon the total amount of funds which the Board believes will be required during the ensuing fiscal year to pay all of the Association expenses, including such amounts in order to provide for adequate reserves for contingencies and replacements. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and provide written notice thereof to every Owner subject thereto. The Association shall not impose an annual assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's annual assessment without the approval of Owners representing a majority of the Lots.

Section 3.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year 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 Common Area, including fixtures and personal property related thereto, or any unanticipated expense provided that any such special assessment shall have the assent of two-thirds (2/3) of those Owners voting on the matter.

Section 3.5 Uniform Rate of Assessment; Collection of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be payable on a monthly basis (prior to the 1st of each month) or as otherwise determined by the Board.

Section 3.6 Effect of Nonpayment of Assessments. Any Assessment, or installment thereof, which is not paid within twenty (20) days after its due date shall be deemed delinquent and subject to a late fee of \$15 or 10% of the amount due, whichever is greater. No late fee may be imposed unless the Owner was provided with written notice of the date that the Assessment or installment thereof will be considered overdue, or written notice that the Assessment or installment thereof is overdue. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in conformance with A.R.S. §33-1807. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 3.7 Subordination of the Lien to Mortgages. The Association's lien for Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments that became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien therefor.

ARTICLE 4 USE RESTRICTIONS

Section 4.1 Residential Use. Lots shall be used for residential purposes only by a Single Family; provided, however, that a home occupation or trade shall be allowed under the following conditions: (1) it is contained wholly within a residence; (2) it does not involve frequent or annoying traffic (cars or pedestrian) on the Properties; and (3) it does not create noise, inconvenience, or disturbance to other residents of the Properties. No type of yard sale, garage sale or estate sale may be conducted upon a Lot without the prior written approval of the Board.

Section 4.2 Architectural Control. No building, fence, wall, swimming pool, roof or other structure shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, if applicable, and location of such improvements shall have been submitted to and approved in writing by the Board. The Board shall have the right to refuse to approve any such plans when they are not reasonably suitable or desirable, in its opinion, and in so passing upon such plans, it shall take into consideration, among other items, the suitability of the proposed structure and of the materials of which it is to be built, or the plans proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building, other structure, or landscaping on the outlook from adjacent or neighboring property. All subsequent additions to or changes or alterations, including any change in paint color, to any building, fence, wall or other exterior structure shall be subject to the prior written approval of the Board.

Section 4.3 Animals. No animals, livestock, poultry, or bees or any kind shall be kept or maintained on any Lot, except that residents may keep generally recognized household pets as long as such pets are not kept for commercial purposes, do not make objectionable noise, are not kept in such a number or manner as otherwise to constitute a nuisance or inconvenience to any residents of the Properties, and are kept in compliance with all existing applicable local ordinances. Each resident shall be responsible for the immediate removal and disposal of all solid animal waste from his/her pet from any area within the Properties. All dogs and cats shall be kept in an enclosed area except when accompanied on a leash. The Association shall have the right and authority to determine whether any household pet is being kept for commercial purposes, is making objectionable noises, or the number of pets or manner in which a pet is kept constitutes a nuisance to any resident of the Properties, and may require the removal of such pet(s) from the Lot.

Section 4.4 Structures; Moving Vans. All buildings or structures erected on a Lot shall be of new construction, and no building or structure shall be moved from other locations onto a Lot. No vehicle or structure of a temporary character, including but not limited to a trailer, tent, shack, garage, barn, mobile home or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No temporary outbuilding, trailer home or other temporary structure may be placed upon a Lot without the prior written approval of the Board. No moving van or truck shall remain on any Lot or Common Area in aid of a member's moving for more than twenty-four (24) hours without the prior written approval of the Board.

Section 4.5 Signs. No signs shall be erected, placed or permitted to remain on any Lot except the following: (1) a commercially produced "For Lease" or "For Sale" sign of industry-standard size and a sign rider of industry-standard size; (2) such political signs and flags as are permitted under A.R.S. §33-1808; (3) signs required by legal proceedings; and (4) such other signs as may be set forth in the Rules or otherwise approved by the Board. For purposes of this Section 4.5, the term "sign" includes any banner, posterboard, billboard, flag or other similar object.

Section 4.6 Antennas; Satellite Dishes. No exterior antenna or other device for the transmission or reception of television, radio or other signals (except television antennae and fixed wireless devices that are one (1) meter or less in diameter) shall be erected or maintained on any Lot without the prior written approval of the Board. Television antennae and fixed wireless devices that are one (1) meter or less in diameter should be installed so as not to be visible from neighboring Lots or Common Area so long as an acceptable signal can be obtained, and shall be painted to match the improvements on the Lot if such painting does not void the device's warranty.

Section 4.7 Storage; Equipment. All clotheslines, equipment, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and Common Area. No tanks may be stored, placed or permitted upon any Lot except with the prior written approval of the Board or as may be used in connection with outside barbeque grills, fire pits and patio heaters.

Section 4.8 Utility Lines. All electric, television, radio, and telephone line installations and connections from any property line of a Lot to a Dwelling Unit shall be placed underground. Natural

gas lines may be installed by a utility company within utility easements as long as such installation does not cause damage to any asphalt or concrete on the Lot or in the Common Area.

Section 4.9 Landscaping.

A. Lots. No planting or gardening shall be done upon any Lot without the prior approval of the Board except within areas entirely enclosed by patio walls and as otherwise permitted by the Rules. The native growth on each Lot, if any, including but not limited to cacti, mesquite trees, and palo verde trees shall not be destroyed or removed except as may be necessary for the construction of improvements and then only with the prior written approval of the Board.

B. Common Area. No native growth or other landscaping may be destroyed or removed from the Common Area nor is any personal planting or growing of vegetation in the Common Area permitted without the prior written approval of the Board.

C. Violation. In the event native growth is removed from a Lot or Common Area in violation of this Section 4.9 by an Owner or an Owner's lessees, invitees or guests, the Association may replant or replace same and the cost thereof shall be the responsibility of such Owner and collectible in the same manner as an Assessment.

Section 4.10 Nuisance. No noise, condition, or activity shall exist on any Lot which is or may be unsightly, offensive or detrimental to other residents within the Properties. The Board shall have the right to determine, in its sole discretion, whether any act or condition on a Lot constitutes a nuisance, including an Owner's failure to maintain his/her Lot and the improvements thereon in a neat and attractive condition.

Section 4.11 Hazardous Activities. No activities shall be conducted on the Properties and on improvements constructed on the Properties which are or might be unsafe or hazardous to any person or property or violate any municipal or state law. No open fires shall be lighted or permitted on a Lot except in a contained barbecue unit, chimenea or firepit, and then only when attended.

Section 4.12 Exterior Lighting. All Owners shall be required to light the front exterior of their Dwelling Unit from dusk to dawn. All exterior lights shall be located and maintained so as not to be directed toward or interfere with surrounding Lots and no light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare.

Section 4.13 Restrictions on Parking.

A. General. Except as set forth in A.R.S. §33-1809, no vehicle may be parked on any portion of a Lot other than in a driveway or garage. No vehicle may be parked on a street in a manner that blocks any driveway or impedes traffic.

B. No Repairs. No maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers, or boats, may be performed on any portion of the Properties unless it is done within completely enclosed structures that screen the sight and sound of the activity from

the street and from adjoining Lots. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, trailer, or motor-driven cycle together with those activities normally incident and necessary to such washing and polishing and performing emergency repairs.

C. Recreational Vehicles and Equipment. No boats, boat trailers, campers, travel trailers, motor homes, or any other recreational vehicle or equipment which is more than fourteen (14) feet in length may be stored or permanently parked on the Properties other than in an enclosed garage except temporarily as permitted by the Rules and then only in a manner that does not impede traffic.

D. Abandoned Vehicles. No vehicle which is abandoned, inoperable or unregistered may be stored or kept anywhere on the Properties except in an enclosed garage.

E. Permits; Towing. Residents shall be required to register their vehicles with the Association and display a parking sticker as set forth in the Rules. Vehicles parked on the streets in violation of this Section 4.13 may be towed at the owner's expense in conformance with state law.

Section 4.14 Trash. All rubbish, trash, or garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition and shall be kept in such locations to conceal them from view of neighboring Lots and Common Area except for a reasonable amount of time (not more than twenty-four (24) hours) for the purpose of collection. The Association shall have the authority to contract with a single trash collection vendor for all of the Lots, the cost of which shall be made part of the annual assessment levied against each Lot.

Section 4.15 Leasing; Occupancy by Third Parties.

A. Minimum Term. No Dwelling Unit may be leased, rented or licensed for use by a third party (collectively, "leased") for an initial period of less than six (6) months, and then only to a Single Family.

B. Information Required. Within fifteen (15) days of the commencement of any lease term for a Dwelling Unit, the Owner thereof shall provide the Association with the following information:

- (1) the commencement and end dates of the lease term;
- (2) the names and contact information of any adults occupying the Lot during the lease term;
- (3) a description and the license plate numbers of the lessees' vehicles; and
- (4) the address and telephone number at which the Owner (or Owner's agent) can be contacted by the Association during the lease term.

C. Compliance by Lessees. Owners who lease their Lots must provide their lessees with copies of this Declaration and the Rules and shall be held liable for their lessees' violation of same.

In the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct the violation.

Section 4.16 Play and Sports Equipment. No play or sports equipment of a permanent nature (attached to a structure or the ground) shall be installed or erected on a Lot without the prior written approval of the Board. Temporary play equipment, including, but not limited to, trampolines and movable basketball hoops, shall be kept out of sight of neighboring Lots and the streets when not in use.

ARTICLE 5

MAINTENANCE; COMMON WALLS; EASEMENTS

Section 5.1 Maintenance.

A. **By Association.** The Association shall be responsible for the following:

- (1) the maintenance, repair, and replacement of the Common Area and all structures and other improvements located thereon; and
- (2) the landscaping in the Front Yards and the utilities and irrigation system used in connection therewith.

B. **By Owner.** Each Owner shall provide all maintenance and repair of improvements and structures on the Lot, including, without limitation, sidewalks, walkways, private drives, electricity, plumbing, and sewer lines, and other utilities located within the boundaries of the Lot, but excluding the irrigation system in the Front Yard.

Section 5.2 Owner's Failure to Maintain. Owners shall be responsible for maintaining their Dwelling Units in a state of good repair and up to a reasonable standard of neatness as determined by the Board. In the event that an Owner fails to bring his/her Lot into conformance after being provided with written notice of the offending condition by the Association and a reasonable time to bring the Lot into compliance (no less than sixty (60) days), the Association will have the right (but not the obligation) to enter upon or into that Lot and perform the required maintenance or make the required repairs without it being deemed a trespass. The costs incurred by the Association in performing any such maintenance and/or repairs shall be paid by the Owner of the Lot and shall be collectible in the same manner as an Assessment.

Section 5.3 Common Walls. The rights and duties of Owners and the Association ("Co-owners") with respect to any wall placed upon the dividing line between two (2) Lots or a Lot and Common Area ("Common Wall") are as follows:

A. Each Co-owner shall assume the burden and be entitled to the benefits recited in this Section and, to the extent it is consistent with this Section, the general rules of law regarding party walls shall be applied.

B. Each Co-owner shall have reciprocal easements for support and an equal right to use such Common Wall provided that the use by one Co-owner does not interfere with the use and enjoyment of the Common Wall by the other Co-owner.

C. Unless other provisions of this Section are applicable, the costs of reasonable repair and maintenance of a Common Wall shall be shared equally by the Co-owners sharing the Common Wall. In the event any Common Wall is damaged or destroyed through the act of one adjoining Co-owner or a Co-owners' guests, invitees or lessees (whether or not such act is negligent or otherwise culpable) so as to deprive the other Co-owner of the full use and enjoyment of such Common Wall, then the first of such Co-owners shall rebuild and repair the Common Wall to its former condition without cost to the other Co-owner.

D. In the event any Common Wall is damaged or destroyed by some cause other than the act of one of the adjoining Co-owners or a Co-owners' guests, invitees or lessees, including ordinary wear and tear and deterioration from lapse of time, then in such event, both Co-owners shall promptly rebuild or repair the Common Wall to its former condition the cost of which shall be equally shared by the Co-owners.

E. Any Co-owner proposing to modify, make additions to or rebuild his/her Lot or any improvement thereon in any manner which requires the extension or other alteration of any Common Wall shall first obtain the written consent of the Board which consent shall not be granted unless the Board has received the written consent of the Co-owner sharing such Common Wall.

F. In the event of any dispute concerning a Common Wall, or under the provisions of this Article, the parties shall, at their mutual expense, participate in mediation. If the matter is not resolved through such mediation, the parties shall submit the dispute to binding arbitration under the following rules: each party shall choose one arbitrator; the two arbitrators shall choose a third arbitrator; and the matter will be decided by a majority of the arbitrators.

Section 5.4 Easements.

A. For Access. Each Lot shall be subject to an easement in favor of the Association (including their agents, employees, and contractors) and adjacent Lots for performing maintenance as provided in this Article 5 during reasonable hours and after reasonable notice to the Owners or occupants of any affected Lot.

B. For Encroachments. Each Owner of a Lot hereby expressly agrees that if any portion of a Dwelling Unit on an adjacent Lot encroaches on his/her Lot, a valid easement for the encroachments and for the maintenance of the same, so long as it stands, shall and does exist. Each Owner of a Lot similarly gives and grants to each adjoining Lot Owner an easement of any encroachment of any portion of the adjoining Owner's Dwelling Unit upon a Dwelling Unit of said Lot Owner, it being agreed by each Owner that an easement is hereby given for any variation, if any, between the legally described Lot and the Dwelling Unit as actually laid out on the real property. If the walls surrounding a Dwelling Unit are partially or totally destroyed and rebuilt, the Owner of the Lots adjacent thereto similarly agree that minor encroachment of part of the elements and facilities

or of one Dwelling Unit to the adjacent one, due to construction or reconstruction, shall be permitted and that valid easements for said encroachment and for the maintenance thereof shall exist.

C. For Utilities. Easements to permit the placing of utility lines along, under, around, adjacent to, and across the Common Area are hereby granted; this shall include the right to excavate said lines in a workmanlike manner. This right shall be exercised in such a manner as to preserve the greatest amount of the then existing landscaping.

ARTICLE 6 INSURANCE; DAMAGE AND DESTRUCTION

Section 6.1 Insurance by Association. The Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Area. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available and reasonably priced:

A. A policy of property insurance covering all insurable improvements located on the Common Area affording protection against at least the following:

(1) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(2) such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard all-risk endorsement, where such is available.

B. A comprehensive policy of public liability insurance covering all of the Common Area insuring the Association in an amount not less than \$1,000,000 covering bodily injury, including liability arising out of a single occurrence.

C. Directors and officers liability coverage;

D. Fidelity coverage; and

E. such other insurance as the Board deems necessary or advisable.

Section 6.2 Insurance by Owners. Each Owner shall be required to purchase and maintain fire and extended casualty coverage insurance on his/her Lot and the improvements thereon and supply a certificate of such insurance to the Association in accordance with the Rules.

Section 6.3 Damage.

A. By Casualty. In the event of damage or destruction of any Common Area due to fire or other adversity or disaster, the Association shall promptly repair, replace and rehabilitate all

structures and things damaged or destroyed to a condition substantially similar to their prior condition to the extent practicable, and any insurance proceeds payable from policies procured by the Association on account of any loss or damage to Common Area shall be used to defray the cost of such loss or damage. Should insurance proceeds be insufficient or fail to cover the loss, a special assessment may be levied by the Board, without the approval of Owners, against all Lots to restore or rebuild said improvements.

B. By Owner. In the event of damage or destruction of any Common Area due to the negligence of willful conduct of an Owner or such Owner's lessees, guests or invitees, the Association shall promptly repair, replace and rehabilitate all structures and things damaged or destroyed to a condition substantially similar to their prior condition to the extent practicable and the cost thereof, including any attorney's fees incurred in connection therewith, shall be the personal obligation of such Owner and collectible in the same manner as an Assessment.

Section 6.4 Reconstruction. If a Dwelling Unit or other structure on a Lot is substantially destroyed by fire or other casualty, the Owner of the Lot shall rebuild such improvements in a timely manner and in conformance with the original plans and specifications for these improvements. If the replacement is not commenced and completed within a reasonable period of time by the Owner, the Board may elect to demolish and remove the damaged structures and clean or landscape the applicable portion of the Lot until the Owner repairs or replaces the improvements or structures. The cost of the demolition and other work performed by or at the request of the Association, and any attorney's fees and costs incurred in connection therewith, shall be the personal obligation of the Owner of such Lot and collectible in the same manner as an Assessment.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, or charges now or hereafter imposed by the provisions of this Declaration, and the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs incurred in such action.

Section 7.2 Attorney's Fees. In the event that the Association employs an attorney to enforce compliance with or specific performance of the terms and conditions of this Declaration or the Rules, or for any other purpose in connection with the breach of this Declaration or the Rules, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Association in addition to any other amounts due or any other relief or remedy obtained against said Owner. Such attorneys' fees and costs shall be added to and become part of the Assessment to which such Owner's Lot is subject.

Section 7.3 No Waiver. No delay or omission on the part of the Association or any Owner in exercising the right of enforcement hereunder shall be construed as a waiver of a breach of any of the restrictions and covenants herein contained or acquiescence of any breach hereof, and no right of action shall accrue against the Association or any Owner for their neglect or refusal to exercise such right of enforcement.

Section 7.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any others which shall remain in full force and effect.

Section 7.5 Binding Effect; Amendment. The covenants, conditions and restrictions contained in this Declaration shall run with the Property and be binding upon any person acquiring any interest in the Property. This Declaration may be altered or amended at any time by the vote or written consent of Owners representing at least fifty-one percent (51%) of the Lots. Any such amendment, executed by the President or Vice President of the Association and certifying that the amendment was made in accordance with this Section, shall be recorded with the Recorder for Pima County, Arizona within thirty (30) days of its adoption.

Section 7.6 Management Agreements. The Board shall have the authority to enter into a management agreement; provided, however, that any such agreement shall not exceed a one-year term and shall be terminable by the Association, without cause or penalty, upon thirty (30) days' written notice.

Section 7.7 Interpretation. Except for judicial construction, the Board shall 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 of competent jurisdiction, the Board's construction or interpretation of the provisions of this Declaration shall be final, conclusive, and binding as to all Persons and property benefited or bound hereby.

Section 7.8 Singular Includes Plural. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular, and the masculine, feminine or neuter will each include the others.

Section 7.9 Captions and Titles. All captions, titles, and headings of the Articles and Sections set forth 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 provision hereof or to be used in determining the intent or context thereof.

The undersigned hereby certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Casa Sunrise was approved by the written consent of Owners representing at least fifty-one percent (51%) of the total votes in the Association.

CASA SUNRISE ASSOCIATION, an Arizona nonprofit corporation.

By: *Scott A. Nemeth*
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 19th day of October, 2023 by Scott Alan Nemeth in his capacity as President of Casa Sunrise Association, an Arizona nonprofit corporation.

Marilyn Molina
Notary Public

My Commission Expires: 4/27/2026

