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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

OF

STAR VALLEY VILLAGE

LOTS 153 THROUGH 232 AND COMMON AREA "A"

19990160083

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

OF

STAR VALLEY VILLAGE

LOTS 153 THRU 232 AND COMMON AREA "A"

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STAR VALLEY VILLAGE LOTS 153 THRU 232 AND COMMON AREA "A" (the "Declaration"), is made by TITLE GUARANTY AGENCY OF ARIZONA, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 1311 (hereafter referred to as "Declarant").

WITNESSETH:

Declarant is the owner of certain property in Pima County, Arizona, which is more particularly described as:

Lots 153 through 232 and Common Area "A" of STAR VALLEY VILLAGE, a subdivision, as recorded in Book 51 of Maps and Plats at Page 87, in the office of the Pima County Recorder, Pima County, Arizona.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The covenants, conditions, restrictions, uses, limitations, obligations, easements and equitable

servitudes, charges and liens, set forth herein shall run with the Property; shall be binding upon all persons having or acquiring any interest therein; shall inure to the benefit of, be binding upon, and shall be enforceable by all Owners, Declarant, Developer, and their successors in interest.

No provision contained herein shall be construed to prevent or limit Developer's right to complete development of the Property and construction of improvements thereon, nor Developer's or a Builder's right to maintain model homes, construction, sales or leasing offices, parking areas or similar facilities on the Property, nor Developer's or a Builder's right to post signs incidental to construction, sales or leasing, nor Developer's right to do anything that is reasonably necessary and proper for the full development of the Property.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter assigned.

Section 1.01 "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.

Section 1.02 "Association" shall mean and refer to STAR VALLEY VILLAGE LOTS 153-232 HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, which shall be formed prior to the conveyance of the first Lot, its successors and assigns.

Section 1.03 "Board" shall mean the Board of Directors of the Association.

Section 1.04 "Builder" shall mean any Person who has acquired a Lot for the purpose of constructing a Dwelling Unit thereon for sale to a third party.

Section 1.05 "By-Laws" shall mean the By-Laws of the Association, together with any amendments thereto.

Section 1.06 "Common Area(s)" shall mean all real property designated as Common Area on the Plat as defined in Section 1.17 hereof, whether improved or unimproved, owned by the Association for the common use and enjoyment of the Owners. Common Area shall also include any real or personal property now or hereafter owned by or leased by the Association.

Section 1.07 "Declarant" shall mean TITLE GUARANTY AGENCY OF ARIZONA, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 1311, and its nominees, successors or assigns while title holder of any Lot either as the original Owner or Owner by reacquisition.

Section 1.08 "Declaration" or "Restrictions" shall mean this instrument and any amendment hereto or restatement hereof.

Section 1.09 "Developer" shall mean S.V.A. Corporation, an Arizona corporation, its nominees, successors or assigns.

Section 1.10 "Dwelling Unit" or "Unit" shall mean any improvements placed within the confines of any Lot.

Section 1.11 "First Mortgagee" shall mean the holder of any mortgage under which the interest of any Owner of a Lot is encumbered and which mortgage has first and paramount priority (referred to herein as a First Mortgage), subject only to the lien of general or ad valorem taxes and assessments.

Section 1.12 "Lot" or "Lots" shall mean and refer to any numbered parcel of real property shown on the Plat, together with the Dwelling Unit, if any, thereon.

Section 1.13 "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

Section 1.14 "Mortgage" shall mean any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 1.15 "Owner(s)" or "Homeowner(s)" shall mean a record holder of beneficial or equitable title, and legal title if legal title has merged with the beneficial or equitable title, to the fee simple interest in any Lot. Owner shall not include: (a) Persons having an interest in a Lot merely as security for the performance of an obligation; or (b) a tenant of a Lot. Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale, or any similar contract through which a seller has conveyed to a purchaser equitable title in a Lot under which the seller is obligated to convey to the purchaser the remainder of the seller's title in the Lot, whether legal or equitable, upon payment in full of all monies under the contract. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions, or similar executory contract that is intended to control the rights and obligations of the parties to executory contracts pending the closing of a sale and purchase transaction. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the Lot shall be deemed to be the Owner. If fee simple title to a Lot is vested in a trustee pursuant to A.R.S. §§ 33-801 *et. seq.*, for purposes of this Declaration legal title shall be deemed to be held by the trustor or the trustor's successor of record, and not by the trustee. An Owner shall include any person who holds record title to a Lot in joint ownership or as an undivided fee interest.

Section 1.16 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.17 "Plat" shall mean, collectively, the subdivision plat recorded in Book _____ of Maps and Plats at Page _____, in the office of the County Recorder of Pima County, Arizona, under the name STAR VALLEY VILLAGE LOTS 153 THROUGH 232 AND COMMON AREA "A".

Section 1.18 "Property" or "Subdivision" shall mean all that real property identified in the Plat.

Section 1.19 "Rules" shall mean the rules adopted by the Board pursuant to Article VI hereof and the By-Laws.

ARTICLE II

USES AND RESTRICTIONS

All property within the subdivision shall be held, used and enjoyed, subject to the following limitations and restrictions:

Section 2.01 Private Residential Purposes. Lots shall be occupied and used by the respective Owners solely for private single family residential use of the Owner, his/her family, tenants and social guests and for no other purpose. No gainful occupation, profession, trade or other non-residential use shall be conducted on the Property, except that Declarant, Developer or a Builder may maintain sales offices, construction offices and sales models on the Property. Sales offices, sales models and construction offices utilized by the Declarant, Developer or a Builder on the Property need not be owned by either Declarant or Developer.

Section 2.02 Minimum Square Footage of Dwelling Units. All Dwelling Units must contain at least nine hundred (900) square feet of living area. The term "living area" as used in this Section 2.02 shall not include the garage or any screened porch or storage areas.

Section 2.03 Renting. Each Owner shall have the right to lease or rent his/her Dwelling Unit; provided, however, that any lease agreement, including any agreement to lease the Dwelling Unit on a month to month basis, must be in writing and must provide that the failure of any lessee or tenant to comply with the provisions of this Declaration shall be a default under the lease.

Section 2.04 Antennas and Exterior Additions. Except as provided in Section 2.5 below, no exterior antennas or other devices for the transmission or reception of radio and television signals shall be erected or maintained on the Property. The Developer shall determine standards for exterior television antennas. Further, no exterior devices, additions, structures or accessory buildings other than initially installed by Developer or a Builder shall be constructed on the exterior of a Dwelling Unit (including the roof) without the written authorization of the Developer.

Section 2.05 Satellite Dishes. Satellite dishes may be installed or erected provided they are screened from view by neighboring Lots. The location of the satellite dish and the design and type of materials utilized for the screening shall be subject to the prior written approval of the Developer pursuant to Article IV.

Section 2.06 Solar Devices. No solar devices, of any type, shall be erected or installed on any Lot without the prior review and written approval of the Developer as set forth in Article IV herein. The Developer shall not prohibit the installation of solar devices on any Lot, however, it may require reasonable screening and maintain control of all color selections except for solar collection surfaces.

Section 2.07 Signs. No signs of any kind shall be displayed which are visible from neighboring property without the prior written approval of the Developer except:

- A. Such signs as may be required by legal proceedings;
- B. Such signs as may be used by Developer, Declarant or a Builder; and
- C. Such signs as may be approved by the Developer indicating a Dwelling Unit is for sale or lease.

Where the Developer's approval is required, it shall approve the nature, composition, number, size and location of all signs, unless excepted hereunder.

Section 2.08 Animals. No animals of any kind shall be raised, bred, or kept on the Property, except that two generally recognized house or yard pets may be kept on a Lot provided that they are not kept, bred or maintained for any commercial purpose. No animals shall be allowed to become a nuisance.

Section 2.09 Nuisances. After completion of construction of a Dwelling Unit and the initial landscaping on a Lot, no rubbish or debris of any kind shall be placed or permitted to accumulate thereon. No odors shall be permitted to arise from a Lot so as to render any Lot or any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property.

Section 2.10 Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining Dwelling Units or from the street or public way. Grass, shrub or tree clippings and all machinery, storage piles, wood piles, garbage or trash containers shall be kept within

an enclosed structure or appropriately screened from view of adjoining property or from streets or public way except when necessary to effect such collection.

Section 2.11 Trash Containers. No garbage or trash shall be placed or kept on the Property except in covered containers of a type, size and style which have been installed by Developer, a Builder, or are required by governmental authorities. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be allowed. Trash/garbage containers shall be placed at curb side only on days of scheduled collection and shall be removed from view on the same day of collection. Owners of Lots utilizing common trash/garbage collection areas shall be jointly and severally responsible for keeping the common collection areas in a clean and sanitary condition.

Section 2.12 Mail Boxes. Developer shall determine the location, color, size, design, lettering, and all other particulars of all mail and paper delivery boxes, and standards and brackets and name signs for same in order that the area be strictly uniform in appearance with respect thereto.

Section 2.13 Vehicles/Garages. Any and all items stored in a garage shall be stored so as to conceal same from view from adjoining property, or from the streets or public way, and garage doors shall be kept closed at all times, except as may be reasonably necessary for ingress, egress and normal day-to-day activities which require the utilization of the garage. At no time shall there be any outside storage of motor vehicles, regardless of whether same are in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories. Further, the storage or parking of any motor vehicle, recreational vehicle, commercial vehicle or boat, other than completely within Owner's garage or patio wall area is prohibited.

Section 2.14 Clothes Lines. No exterior clothes lines shall be erected or maintained, and there shall be no outside laundering or drying of clothes.

Section 2.15 Diseases and Insects. No Owner shall permit anything or any condition to exist upon the Property which shall induce, breed or harbor infectious plant or animal diseases or noxious insects.

Section 2.16 Driveways. All driveways shall be treated and maintained with a minimum of a 1 1/2" thick asphaltic concrete, or such other dust retardant material as approved by the Developer.

Section 2.17 Masonry Patio Wall. Each Lot shall have constructed thereon by Builder as part of the Dwelling Unit, a masonry patio wall which shall be not less than two hundred (200) lineal feet in length and not less than four (4) feet nor more than six (6) feet in height, and each Owner shall continuously maintain the wall in good repair and shall not decrease the patio wall area, or modify the type of materials used in the construction of the patio wall.

Section 2.18 Right of Inspection. During reasonable hours, Developer, any Owner, or any authorized representative of either of them shall have the right upon reasonable notice to the Owner of a Lot to enter upon and inspect the Property (except the interior of Dwelling Units), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 2.19 Drainage. There shall be no interference with the natural or established drainage pattern over any Lot, including any private drainage ways or easements, within the Property, by a Builder or an Owner unless adequate provision is made for proper drainage conforming to Pima

County rules, regulations, ordinances and drainage criteria and is approved by the applicable governing body or its duly appointed representative.

Section 2.20 Front Yard Side Yard and Rear Yard Setbacks. Shown on the Plat are 10' and 20' front yard, side yard, and rear yard setbacks encumbering various Lots. There shall be no Dwelling Units or other structures constructed within said setback areas; provided, however, that driveways, landscaping, mailboxes and other ordinary and usual front yard installations shall be permitted within the front yard setback areas.

Section 2.21 Exemption of Developer/Declarant. Nothing in this Declaration shall limit the right of Developer or Declarant to complete excavation, grading and construction of improvements to any of the Property, to resubdivide any Lot or portion of the Property, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development of the Property so long as any Lot therein remains unsold. Further, nothing in this Declaration shall limit the right of Developer or Declarant to use any structure as a sales model, sales office or construction office or parking area and to place any sign, banner, flag or similar method of advertisement to promote sales within the Property or other property or subdivisions of Declarant or Developer. The rights of Declarant or Developer hereunder or elsewhere in this Declaration may be assigned by Declarant or Developer.

ARTICLE III

PRIVATE DRAINAGE EASEMENT; PARTY WALLS

Section 3.01 Private Drainage Easements. Private drainage easements may have been established as shown on the Plat or by separate instrument duly recorded over and across certain Lots

for the exclusive use and benefit of other Lot Owners. Each Owner of a Lot on which a private drainage easement is located shall be responsible for maintaining that easement and keeping it free and clear from all debris, refuse and any other foreign matter which shall in any way interfere with or hinder the free flow of water in the easement as originally constructed. In the event of the failure of any Lot Owner to so maintain an easement, other Lot Owners benefitted by such easements shall have no cause of action against the Developer, but shall proceed solely against that Lot Owner.

Section 3.02 Easement for Encroachments. Each Lot and the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer or Builder, including footings and walls thereon. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event Dwelling Units are partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments on parts of the adjacent Lot or Common Area due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 3.03 Common/Party Wall. The rights and duties of Owners with respect to common/party walls or fences shall be as follows:

A. Each wall, including patio walls and fences, which is constructed as a part of the original construction of the Dwelling Unit, any part of which is placed on, adjacent to, or over the dividing line between separate Dwelling Units, shall constitute a common wall. With respect to any such wall, each of the adjoining Dwelling Unit Owners shall assume the burden and be entitled to the benefits recited in this Section and to the extent not inconsistent herewith, the general rules of law regarding common walls shall be applied thereto.

B. The Owners of contiguous Dwelling Units who have a common wall shall have reciprocal easements for support and an equal right to use such wall provided that such use by one Owner does not interfere with its use and enjoyment by the other 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 Owners who make use of the common wall in proportion to such use.

D. In the event any common 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, then the first of such Owners shall, if required under local law, forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the other Owner.

E. In the event any common 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), then in such event, both such adjoining Owners shall, if required under local law, proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

F. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any common wall without the prior written approval of Developer, or Developer's agent or representative, as provided for in Article IV. In addition to meeting the other requirements of these Restrictions and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his/her Dwelling Unit in any manner which requires the extension or other alteration of any common wall

shall first obtain the written approval of Developer, or Developer's agent or representative, as provided for in Article IV, which approval may take into consideration, in Developer's, or Developer's agent's or representative's discretion, the adjoining Owner's preference concerning the proposed modification, extension or alteration of the common wall.

G. In the event of a dispute between Owners with respect to the repair or rebuilding of a common wall or with respect to the sharing of cost thereof, then upon written request of one of such Owners delivered to the Developer, the matter shall be heard and determined by the Developer, or Developer's agent or representative.

Section 3.03 Electrical Service and Telephone Lines. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, except existing overhead lines; provided that no provisions hereof shall prohibit the erection of temporary power or telephone structures incident to construction.

Section 3.04 Bufferyard "C". Shown on the Plat are Bufferyard "C" areas which encumber portions of various Lots. The Bufferyard "C" areas shall be maintained in compliance with Pima County Bufferyard requirements pursuant to "Development Standard 18-150", as such Policy may be amended, modified or superseded from time to time.

Section 3.05 1' ^{Control} Access Easements. Shown on the Plat are 1' ^{Control} Access Easements which encumber portions of Lots.

Section 3.06 Sight Visibility Triangle. Shown on the Plat are Sight Visibility Triangles which encompass portions of Common Area "A" and Lots 178 and 221. Any planting by Owners or the Association within the Sight Visibility Triangle areas shall be in compliance with Pima County

Policy entitled "Pima County Planting in Pima County Right-of-Way F 54.1", as such Policy may be amended, modified or superseded from time to time.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 4.01 Architectural Control. Subject to the provisions of Article VIII, Section 8.07, each Owner or Builder, as the case may be, must obtain the approval of Developer, or Developer's agent or representative, of all plans and specifications for the construction of all improvements upon an Owner's Lot, or any additions, alterations or modifications. Developer's right to approval all plans and specifications pursuant to this Article IV shall not be dependent upon the ownership of any Lot in the Subdivision by Declarant or Developer.

Section 4.02 Review by Developer. No structure, improvement, or any attachment to an existing structure shall be made or constructed upon the Property, and no alteration of the exterior of a structure or improvement shall be made, and no change in the final grade, nor the installation of any landscaping to any part of the Property, except enclosed rear patios, shall be performed, unless complete plans and specifications conforming with all applicable building codes and regulations, including a construction schedule therefor, shall have first been submitted to and approved in writing by Developer. The Developer shall exercise its best judgment to the end that all attachments, improvements, construction, landscaping, and alterations to structures on lands located within the Property (collectively referred to herein as "Improvements") conform to and harmonize with the existing surroundings and structures. Decisions of the Developer are binding and conclusive.

Section 4.03 Procedures. Owners or Builders shall submit two (2) sets of 24"x30" plans and specifications to Developer for approval. Developer shall, in writing, approve or disapprove all plans within thirty (30) days after submission of same by Owner or Builder to Developer and the issuance by the Developer of a receipt therefor. In the event Developer fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval shall be deemed denied, except that the party submitting the plans may resubmit the plans for a decision and if no response is given for a period of thirty (30) days after a written request by certified mail for a decision, approval shall be deemed given.

Section 4.04 Liability. Developer, and its agents and representatives, shall not be liable for damages to any person submitting requests for approval or to any Owner or Builder by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder, or to any Owner, Builder or third party regarding any improvements constructed as a result of the plans and specifications approved by Developer, including, without limitation, the quality of materials and construction, the location of the improvements on a Lot, and whether said improvements comply with all applicable building codes and regulations.

Section 4.05 Variance. Developer may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article II hereof in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained in this Article or Article II hereof. Such variances or adjustments shall be in writing, shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the

Property, shall be subject to conformance with applicable building codes and regulations, and shall not nullitate against the general intent and purpose hereof.

Section 4.06 Color; Building Materials. Without limiting the foregoing, no color schemes, materials, composition or products, whether in original construction or in later changes, shall be used or permitted without the prior written approval of Developer.

Section 4.07 Nonconforming Improvements and Enforcement. In the event that the Improvements do not, upon the proposed date set forth in the construction schedule, conform to the plans submitted to and approved by Developer, Developer shall have the right, but not the obligation, to give written notice to the Owner of the property upon which such Improvements have been made. Such notice shall specify the nature of the nonconformity of the Improvements.

If an Owner has not, within sixty (60) days of the mailing or delivery of the written notice, corrected the nonconformity of the Improvement, then Developer shall have the right and an easement to direct its agents, representatives, or contractors to enter upon the Owner's property for the purpose of making any or all of such improvements, alterations, or repairs as are necessary to bring the Owner's Improvements into conformity with the plans submitted to and approved by Developer and/or initiate such legal proceedings as may be deemed appropriate by the Developer.

All costs incurred by Developer in the course of the Developer's efforts to bring nonconforming Improvements into conformity with the approved plans as provided above, including costs of labor, materials and all associated administrative costs, as well as attorneys' fees and costs incurred by Developer, regardless of whether legal proceedings are brought, are an obligation of the Owner of the nonconforming Lot, and if not paid within ten (10) days after a demand therefor by Developer, may be enforced by legal proceedings against such Owner and any judgment rendered in

any such action shall include the amount of the obligation, together with interest thereon from the date of delinquency until paid, court costs, and reasonable attorneys' fees incurred by Developer in such amount as the Court may adjudge.

Section 4.08 Broad Discretion of Developer. In reviewing plans for alterations, modifications, additions or other changes to a structure upon a Lot, Developer shall exercise its discretion in deciding whether or not an alteration or modification is in harmony with the overall scheme of the Property. Developer shall have the right to deny alterations or modifications for purely aesthetic reasons if Developer considers the alteration or modification to be unattractive or inappropriate in relation to the overall scheme of development, or if Developer considers the alteration or modification to be a nuisance or upset of design, or if Developer considers the alteration or modification to be in contrast to or out of harmony with the style of existing structures, or if the physical views of the Property will be disrupted by the alteration or modification. Developer may elicit the opinion of other Owners, including the neighbors of the Owner submitting the plan for alteration or modification, as to the conformity and harmony of the proposed plan with the overall scheme of development, and the effect that the proposed plan might have on the physical views of other Owners. After eliciting these opinions, Developer may, but need not, take them into account in making its final decision of approval or disapproval of an alteration or modification to an existing structure. While the opinion of no single Lot Owner will control a decision of Developer, within its own discretion, Developer may, but need not, attach whatever significance it deems sufficient to the statements of residents and/or neighbors of the Owner submitting the proposed alteration or modifications to an existing structure.

Section 4.09 Fees. Developer may establish a reasonable processing fee to defer the costs

in considering any requests for approvals submitted to Developer.

ARTICLE V

MAINTENANCE

Section 5.01 Exterior Maintenance, Repair, Up-Keep and Repainting. Maintenance, repair, upkeep and repainting of Dwelling Units, including all other improvements on a Lot, shall be the sole responsibility of each Owner. Such maintenance, repair, upkeep and repainting of a Dwelling Unit and other improvements on a Lot shall be undertaken in a manner and with such frequency as shall keep each Owner's Lot in an attractive, well-kept and maintained condition. In the event any Owner fails to fulfill his or her obligation under this Section, Developer, for so long a Developer owns a Lot, and thereafter the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon the subject property, and to repair, maintain, and restore the Lot, including the patio walls or fences, and any other improvements. Each Owner agrees that the charges for such exterior maintenance, if not paid within ten (10) days after demand therefor by Developer or the Association, as the case may be, may be enforced by legal proceedings against such Owner and any judgment rendered in any such action shall include the amount of the obligation, together with interest thereon from the date of delinquency until paid, court costs, and reasonable attorneys' fees incurred by Developer or the Association, as the case may be, in such amount as the Court may adjudge. Developer or the Association, as the case may be, shall have the right to determine whether or not a Lot is in need of maintenance, repair and upkeep, in order to conform to the standards of the general neighborhood of the Property and

Developer or the Association, as the case may be, shall use a reasonably high standard to determine whether such maintenance, repair and upkeep is required so that the Lots as a whole will reflect a high pride of ownership. Each Owner, or his/her authorized agent, or Developer, or the Association, as the case may be, in order to conduct such maintenance, repair or repainting, shall have the right of entry at reasonable times upon Lots adjacent to such Owner's Lot, provided reasonable notice of such entry is first given to the Owner of the involved adjacent Lot.

ARTICLE VI ASSOCIATION

Section 6.01 Membership in the Association. Each Owner (including Declarant) of a Lot, by virtue of being an Owner, shall automatically be a Member of the Association. Membership in the Association shall be appurtenant to each Lot owned and shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership to a Lot, and then only to the transferee thereof. Any attempted transfer of membership separate from the appurtenant Lot or Lots shall be void. Any transfer of ownership of a Lot shall operate automatically to transfer the membership to the new Owner.

Section 6.02 Voting Rights and Classes of Membership. The Association shall have two classes of voting membership.

Class A: Class A Members shall be all Owners except Declarant, and each such Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners may determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member.

Class B: The Class B Member shall be Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of one of the following events, whichever occurs earlier:

When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

Three years following the conveyance of the first Lot to an Owner other than the Declarant.

Any Mortgagee who acquires title to a Lot pursuant to a judgment of foreclosure or a trustee's sale shall automatically become entitled to exercise all voting rights which the Owner of the Lot would otherwise have had.

If any lender to whom Declarant has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration should succeed to the interest of the Declarant by virtue of such assignment, the absolute voting rights of the Declarant as provided herein shall not be terminated thereby, and such lender, or successor to such lender by assignment or foreclosure or acceptance of a deed in lieu thereof, shall hold Declarant's memberships and voting rights on the same terms as they were held by Declarant.

Section 6.03 Purpose of Association. The Association is a nonprofit corporation which will serve as the governing body for all Owners and Members for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of Common Area "A", the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, and other matters as provided in this Declaration, the Articles, and the By-Laws. The Association shall be legally constituted and in existence prior to the conveyance of the first Lot to an Owner other than Declarant. The Association shall not be deemed to be conducting a business of any kind. All funds

~~received by the Association shall be held and applied by it for the Owners and Members in accordance~~

with the provisions of this Declaration, the Articles, the By-Laws and the Rules. The Association shall, so long as this Declaration is in full force and effect, take all necessary and proper action to maintain its status as an Arizona non-profit corporation.

Section 6.04 Rights and Responsibilities of Association. The Association, through the Board of Directors, unless specifically provided otherwise, shall have the right of enforcement of all of the provisions hereof. The Association shall be responsible for the proper and efficient management and operation of Common Area "A", including, without limitation:

- A. Maintaining, operating, and rebuilding improvements thereon.
- B. Maintaining any landscaping in or on Common Area "A".
- C. Operating, maintaining, rebuilding, and insuring improvements originally constructed by Declarant or Developer or later constructed by the Association on or about Common Area "A".
- D. Paying real estate taxes, assessments, and other charges on Common Area "A".
- E. Insuring Common Area "A" against damage by casualty with such companies and in such limits as the Board deems appropriate.
- F. Hiring, firing, supervising and paying employees and independent contractors including, but not limited to, workmen, landscapers, attorneys, accountants, architects, and contractors to carry out the obligations set forth herein.
- G. Maintaining such liability insurance as the Association deems necessary to protect the Members and the Board of Directors of the Association from any liability caused by occurrences or happenings on or about Common Area "A".
- H. Purchasing all goods, supplies, labor, and services reasonably necessary for the performance of the obligations set forth herein.

20. Establishing and maintaining such adequate cash reserves as the Association may, in its sole and absolute discretion, deem reasonably necessary for the periodic maintenance, repair, and replacement of Common Area "A".

- J. Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above.
- K. Granting licenses, easements, and other agreements in connection with Common Area "A".
- L. Maintaining any personal property owned by the Association.
- M. Such other matters as are provided for in this Declaration, the Articles of Incorporation, and the By-Laws.

Section 6.05 Articles and By-Laws. The manner in which the Association holds meetings and attends to other corporate formalities shall be controlled by the provisions of the By-Laws, the Articles, and this Declaration, and this Declaration shall control in the event of conflict. The Board of Directors of the Association shall be elected by majority vote of the total votes cast by both classes of the membership at a meeting attended by a quorum as called for by the By-Laws.

Section 6.06 Transition to Board. Prior to the time that the operations of the Association are turned over to the Members by the Declarant, the Members shall be required by February 15th of each year to report and submit to the Association, in writing, any claims or disputes with regard to the operations of the Association by the Developer or Declarant, during the immediately preceding calendar year, including the maintenance of Common Area "A" or other improvements which are the responsibility of the Association, as set forth herein, originally constructed by Developer or Declarant, or the collection of assessments, maintenance and reserve accounts, and other matters falling within the realm of responsibility of the Association.

~~When the operations of the Association are turned over to the Members by the Declarant, the~~

Declarant shall deliver all corporate books and accounting records to the Members at the Association's offices. Upon receipt of the corporate books, accounting records and written notice of Declarant's intent to turn over the operations of the Association, the Members shall notify Declarant in writing within forty-five (45) days of any claims or disputes with regard to the operations of the Association by the Declarant which have arisen subsequent to December 31st of the preceding year including the maintenance of any improvements, to the extent applicable, originally constructed by Developer or Declarant which are the responsibility of the Association, as set forth herein, or the collection of assessments, maintenance of reserve accounts, and other matters falling within the realm of responsibility of the Association.

In the event that such claims or disputes are not presented in writing to the Declarant within the time periods set forth above, such claims and disputes shall be deemed forever waived, relinquished, and abandoned.

Any valid and timely written claims or disputes presented to the Declarant shall be resolved promptly between the Members and Declarant.

Section 6.07 Authority of Board to Adopt Rules. The Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (collectively the "Rules"), which shall be binding upon all persons subject to this Declaration and shall govern the use and/or occupancy of the Property. The Rules may also include the establishment of a system of fines and penalties. The Rules shall govern such matters as the Board deems to be in furtherance of the purposes of the Association. The Rules may be amended at any special or regular meeting of the Board.

The Rules, if and when adopted, shall be deemed incorporated herein by this reference and shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on all persons having any interest in, or making any use of, any part of the Property, whether or not copies of the Rules are actually received by such persons. The Rules, as adopted, amended, or repealed, shall be available for review at the principal office of the Association to each person reasonably entitled thereto. It shall be the responsibility of each person subject to the Rules to review, and keep abreast of any changes in, the provisions thereof. In the event of any conflict between any provision of the Rules and any provisions of this Declaration or the Articles or By-Laws, the provisions of the Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or By-Laws to the extent of any such conflict.

Section 6.08 Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, neither Declarant, the Board, nor any committee of the Association nor any member thereof, nor any officers, directors, or employees of the Declarant or of the Association, shall be liable to any Owner or to the Association or any other person for any damage, loss, or prejudice suffered or claimed on account of any decision, course of action, act, inaction, omission, error, negligence, or the like made in good faith and which Declarant, the Board, or such committees or officers reasonably believed to be within the scope of their respective duties.

To the fullest extent permitted by law, Declarant, and every director, officer, or committee member of the Association and of the Declarant (to the extent a claim may be brought by reason of Declarant's appointment, removal, or control over members of the Board or its control over the Association or any committee thereof) shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at

the request of, the Association, may, in the discretion of the Board, be indemnified by the Association.

Any such indemnification shall be limited to all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which he/she may be a party or in which he/she may become involved, by reason of his/her being or having served in such capacity on behalf of the Association (or in the case of Declarant by reason of having appointed, removed, controlled, or failed to control members of the Board, or controlled, or failed to control the Association), or incurred in any settlement thereof, whether or not he/she is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred.

Section 6.09 Managing Agent. All powers, duties and rights of the Association or the Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty. Any agreement for professional management shall not exceed a term of one year, which term may be renewed by agreement of the parties for successive one year periods. Any such agreement shall provide for termination by either party with or without cause and without payment of a termination fee upon ninety (90) days' written notice; provided, however, that the Association may terminate the agreement for cause upon thirty (30) days' written notice. The Association is expressly authorized to contract with Declarant, or an affiliate of Declarant, to provide management services or to perform other duties of the Association or the Board; provided, however, that the compensation to be paid to Declarant or its affiliate under such contract shall not exceed a

reasonable amount consistent with compensation paid to professional managers performing similar services in accordance with the standards of the industry.

Section 6.10 Disputes. In the event of any dispute or disagreement between any Owners or any other persons subject to this Declaration relating to the Property or any question of interpretation or application of the provisions of this Declaration, the Articles, By-Laws, or Rules, this Declaration shall control. If the subject is not governed by this Declaration a determination thereof by the Board shall be final and binding on each and all of such persons, subject to the right of any party to seek declaratory relief. The Board may, at its election, delegate the resolution of such dispute or disagreement to a committee appointed by the Board.

Section 6.11 Records and Accounting. The Association shall keep, or cause to be kept, true and correct books and records of account at the sole cost and expense of the Association in accordance with generally accepted accounting principles. Such books and records, together with current copies of this Declaration, the Articles, By-Laws, and Rules shall be available for inspection by all Owners and First Mortgagees of record at reasonable times during regular business hours, and shall specify in reasonable detail all expenses incurred and funds accumulated. Such records, books, and accounts shall be kept for a period of at least two (2) years after preparation.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01 Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed to an Owner's Parcel, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges,

and (2) special assessments for capital improvements. The annual and special assessments shall be established and collected as provided in the By-Laws. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on each Owner's Parcel and shall be a continuing lien upon the Owner's Parcel against which each assessment is made.

Delinquent assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such Owner's Parcel at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 7.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Areas and for all purposes set forth in the Articles, By-Laws and this Declaration. The Board of Directors of the Association may provide that Association dues, charges or assessments include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Areas owned by the Association that must be maintained or replaced on a periodic basis.

Section 7.03 Effect of Non-Payment of Assessments; Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessment(s) as provided for herein and in the By-Laws and agrees to the enforcement of the assessment in the manner herein specified. In the event the Association employs an attorney for collection of any assessments, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration or the By-Laws, or for any other purpose in connection with the breach of this Declaration or the By-Laws, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy

obtained against said Owner. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in the manner provided by law or in equity, or without any limitation to the foregoing, by either or both of the following procedures.

A. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon from the date of delinquency until paid, court costs, and reasonable attorneys' fees incurred by the Association in such amount as the Court may adjudge.

B. Enforcement by Lien. There is hereby created a right to record a claim of lien on each and every portion of the Property to secure payment to the Association of any and all assessments levied against any and all Owners together with interest thereon from the date of delinquency until paid, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees and costs. At any time after occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner. The demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for demand but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file and record a claim of lien on behalf of the Association against the Owner's Parcel of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, recorded in the office

of the County Recorder for Pima County, Arizona, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description of the Owner's Parcel against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees and costs (with any proper offset allowed);
- (4) A statement that the claim of lien is made by the Association pursuant to this Declaration;
- (5) A statement that a lien is claimed against the Owner's Parcel in an amount equal to the amount stated;
- (6) A statement that the claim of lien will also extend to all assessments which become due but are not paid from the date of the recording of the claim of lien to the date of payment of all amounts set forth therein (including interest thereon, reasonable attorneys' fees, and costs of collection), and that the claim of lien will only be deemed satisfied and released when the Owner is current in the payment of all such amounts.

Upon recordation of a duly executed original or copy of such a claim of lien, and the mailing of a copy thereof to the Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Owner's Parcel. Such a lien shall have priority over all claims of lien created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes, assessments in favor of any municipal or other governmental assessing unit, and the lien of any First Mortgage.

Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Arizona, as they may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Owner's Parcel. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 7.04 No Exemption of Owner. No Owner is exempt from liability for payment of assessments by waiver of the use or enjoyment of the Common Areas, or by abandonment of an Owner's Parcel.

Section 7.05 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, including without limitation any fees, costs, late charges, or interest which may be levied by the Association in connection with unpaid assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of an Owner's Parcel shall not affect the assessment lien. However, the sale or transfer of an Owner's Parcel pursuant to foreclosure of a First Mortgage or a trustee's sale pursuant to power of sale or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of an executory land sales contract, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract; provided, however, that any such delinquent assessment

charges, including interest, late charges, costs, and reasonable attorneys' fees, which are extinguished as provided herein, may be reallocated and assessed prorate to all of the Property as a common expense. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of such executory land sales contract shall relieve any Owner of an Owner's Parcel from liability for any assessment charges thereafter becoming due, nor from the lien thereof. In the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrued prior to the acquisition of title to the Owner's Parcel in question by such First Mortgagee.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01 Term. The covenants, conditions and restrictions of this Declaration shall remain in full force and effect for a period of thirty (30) years from the date this Declaration is recorded in the office of the Pima County Recorder, Pima County, Arizona. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each, unless amended or repealed by the written consent of at least seventy-five (75%) percent of the Owners.

Section 8.02 Amendments.

A. Amendment by Declarant or Developer. Subject to the provisions of Section 8.07, Declarant and Developer, jointly or severally, shall have the right to amend this Declaration, without the vote or written consent of the Owners, for any reason whatsoever, including, but not limited to, a determination by Declarant or Developer that an amendment to this Declaration shall be

necessary in order for existing or future mortgages, deeds of trust, or other security instruments to be acceptable to the Veterans Administration, the Federal Housing Administration of the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation.

B. Amendment by Owners. This Declaration may be amended by an instrument in writing, signed and acknowledged by the then Owners of not less than seventy-five percent (75%) of the Lots, and such amendment shall be effective upon its recordation with the County Recorder of Pima County, Arizona; provided, however, until such time as Declarant or Developer terminates its rights of approval and authorization, or same have expired as provided for in Section 8.07 below, no such amendment shall be valid or enforceable unless it has been approved, in writing, by Declarant and/or Developer, and the written approval is appended to, and recorded as a part of, the amendment. Declarant's or Developer's decision to approve or disapprove an amendment proposed by the Owners shall be in Declarant's or Developer's sole and absolute discretion.

Section 8.03 Enforcement and Non-Waiver.

A. Enforcement. Developer or Declarant, subject to the provisions of Section 8.07 below, or an 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 this Declaration.

Further, Declarant, Developer or any Owner, if not otherwise provided in this Declaration, shall have the authority to bring an action at law or in equity to enforce any of the provisions of this Declaration. Expenses of enforcement, including attorneys' fees and costs, regardless of whether legal proceedings are brought, shall be paid to Developer or an Owner by the Owner

against whom an enforcement action was required. Failure by Declarant, Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall such lack of enforcement create any liability or claim against Declarant, Developer or any Owner.

B. Violation of Law. Each and every provision of this Declaration and any amendment hereto shall be subject to all applicable governmental ordinances and subdivision regulations and any future amendments thereto. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of the Property is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth herein.

C. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

D. Non-Waiver. Failure by Developer or by any Owner to enforce any of the provisions hereof at any time shall not constitute a waiver of the right thereafter to enforce any of such provisions or any other provisions.

Section 8.04 Indemnity. Declarant and Developer shall not be liable for any damage or claim of damage occasioned by the construction of any improvements on the Property by an Owner or Builder, or occasioned by any deviation or violation of the terms and conditions of this Declaration by an Owner or Builder, and further, an Owner or Builder who constructs improvements on the Property and who deviates from or violates the terms and conditions of this Declaration shall indemnify, defend and hold Declarant and Developer harmless from all damages or claim of damages which may result, directly or indirectly, from such deviation or violation. Additionally, neither

Declarant nor Developer shall have any liability arising from errors in judgment or simple negligence, by acts or the failure to act, in the development of the Property or the preparation of this Declaration.

Section 8.05 Construction.

A. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed by the laws of the State of Arizona.

B. Restrictions Severable. Notwithstanding any other provision hereof, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity of enforceability of any other provision.

C. Rule Against Perpetuities. In the event the provisions hereunder are declared void by a Court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event the periods of time shall be reduced to a period of time which shall not violate the rules against perpetuities as set forth in the laws of the State of Arizona.

D. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

Section 8.06 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail,

it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to an Owner, to the address of the Owner within the Property; if to the Declarant, 101 North Wilmot Road, Tucson, Arizona, 85711; and/or if to Developer, 4855 East Broadway, Suite 103, Tucson, Arizona, 85711; provided, however, that any such address may be changed at any time by the party concerned by delivering written notice of change of address to the other parties. Each Owner of a Lot shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address.

Section 8.07 Termination of Declarant's and Developer's Rights. All rights, rights of approval and authorization granted to Declarant and/or Developer by this Declaration shall survive the sale of all Lots within the Property, and shall exist for a period of thirty (30) years from the date of recordation of this Declaration in the office of the Pima County Recorder, Pima County, Arizona, unless such right, rights of approval, and authority are terminated by Declarant or Developer, in writing, which termination shall be recorded in the office of the Pima County Recorder, Pima County, Arizona.

Section 8.08 Binding Effect. By acceptance of a deed or acquiring any ownership interest in any of the Property included within this Declaration, each person or entity, for himself/herself, or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds himself/herself, his/her heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the Property and hereby evidences his/her intent that

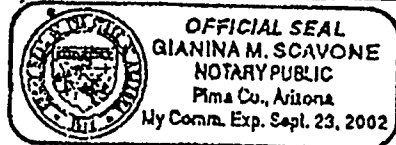
all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day, month and year set forth beneath its signature below.

TITLE GUARANTY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. 1311, as Trustee only, and not in its corporate capacity

By: Olivia Harvey
Its: Trust Officer
Date: 12/9/98

STATE OF ARIZONA)
COUNTY OF PIMA) ss.



SUBSCRIBED AND SWORN to before me this 9 day of December, 1998, by Olivia Harvey as Trust Officer of TITLE GUARANTY AGENCY OF ARIZONA, INC., an Arizona corporation.

My Commission Expires: 9 December 1998

Gianina M. Scavone
Notary Public

APPROVED FOR EXECUTION
By: Joseph R. Cesare

APPROVED FOR EXECUTION
By: Joseph R. Cesare

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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: CML
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BROADWAY REALTY & TRUST
PO BOX 12863
TUCSON AZ 85732



DOCKET: 11284
PAGE: 960
NO. OF PAGES: 4
SEQUENCE: 20000800387
04/25/2000
ARSTRT 15:02
MAIL
AMOUNT PAID \$ 10.00

After recordation return to:

BROADWAY REALTY & TRUST, INC.
P.O. Box 12863
Tucson, Arizona 85732

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTION OF**

STAR VALLEY VILLAGE

(LOTS 153-232 AND COMMON AREA "A")

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STAR VALLEY VILLAGE, LOTS 153 THROUGH 232 AND COMMON AREA "A" ("First Amendment") is made this 25th day of April, 2000, is made by TITLE GUARANTY AGENCY OF ARIZONA, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. T-1311 (hereinafter referred to as "Declarant").

RECITALS:

A. On January 26, 1999, a Declaration of Covenants, Conditions and Restrictions of Star Valley Village Lots 153 through 232 and Common Area "A" (hereafter referred to as "Original

Declaration") was recorded in Docket 10970 commencing at Page 298, in the office of the Pima County Recorder, Pima County, Arizona.

B. Pursuant to Article VIII, Section 8.02 of the Original Declaration, the Original Declaration may be amended by Declarant without the vote or written consent of the Owners, for any reason whatsoever.

C. Declarant desires to amend the Original Declaration in the manner hereafter described..

NOW, THEREFORE, Declarant hereby amends the Restated Declaration as follows:

1. All definitions set forth in the Original Declaration shall be considered incorporated in this Second Amendment as though fully set forth herein.

2. A new Section 3.07 is hereby added to Article III as follows:

Section 3.07 15' Drainage Easement, Lots 162 through 177 and 222. A permanent non-exclusive fifteen (15') drainage easement is hereby created over, upon, across and under the South fifteen (15') feet of Lots 162 through 170 and the West fifteen (15') feet of Lots 171 through 177 and 222. There shall be no Dwelling Units or other structures constructed within said fifteen foot drainage easement area, however, ordinary and usual back yard landscaping and installations shall be permitted within same. Notwithstanding anything contained in this Declaration to the contrary, the Association shall be responsible for maintaining the fifteen foot drainage easement area created herein and keeping it free and clear from all debris, refuse and any other foreign matter which shall materially interfere with or hinder the free flow of water in the easement area. The Association shall have the right, upon reasonable notice to the respective Owners of the Lots encumbered by this drainage easement to enter upon the drainage easement area for the purpose of maintaining same.

Except as modified herein, the Original Declaration recorded in Docket 10970, commencing at Page 298, in the office of the Pima County Recorder, Pima County, Arizona, shall remain in full force and effect. Further, in the event of a conflict between the terms and conditions of this first Amendment and the Original Declaration, the terms and conditions of this First Amendment shall control.

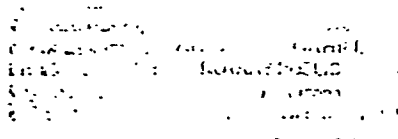
IN WITNESS WHEREOF, Declarant has executed this First Amendment the day, month and year set forth beneath its signature below.

TITLE GUARANTY OF ARIZONA, INC., AN
ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST
NO. T-1311, AS TRUSTEE ONLY, AND NOT IN ITS
CORPORATE CAPACITY

BY: Olivia Harvey
ITS: Trust Officer
DATE: April 25, 2000

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN to before me this 25th day of April, 2000, by
Olivia Harvey as Trust Officer of TITLE
GUARANTY AGENCY OF ARIZONA, INC., an Arizona corporation.



Shirley M. Clark
Notary Public

My Commission Expires:
Oct. 11, 2002

WEST LINE
LOT 222

15.00'

COMMON AREA "A"

CA 1/4"

222

PEARL WILLY DRIVE

1322.35'

10.00'

WEST LINE
BK. 51, PG. 87 MAP

N 00°02'25" W

COMMON AREA "A"

WEST LINE
LOTS 171-177

10.00'



SCALE: 1" = 200'

SOUTH LINE BK. 51, PG. 87 MAP

S 89°45'53" W

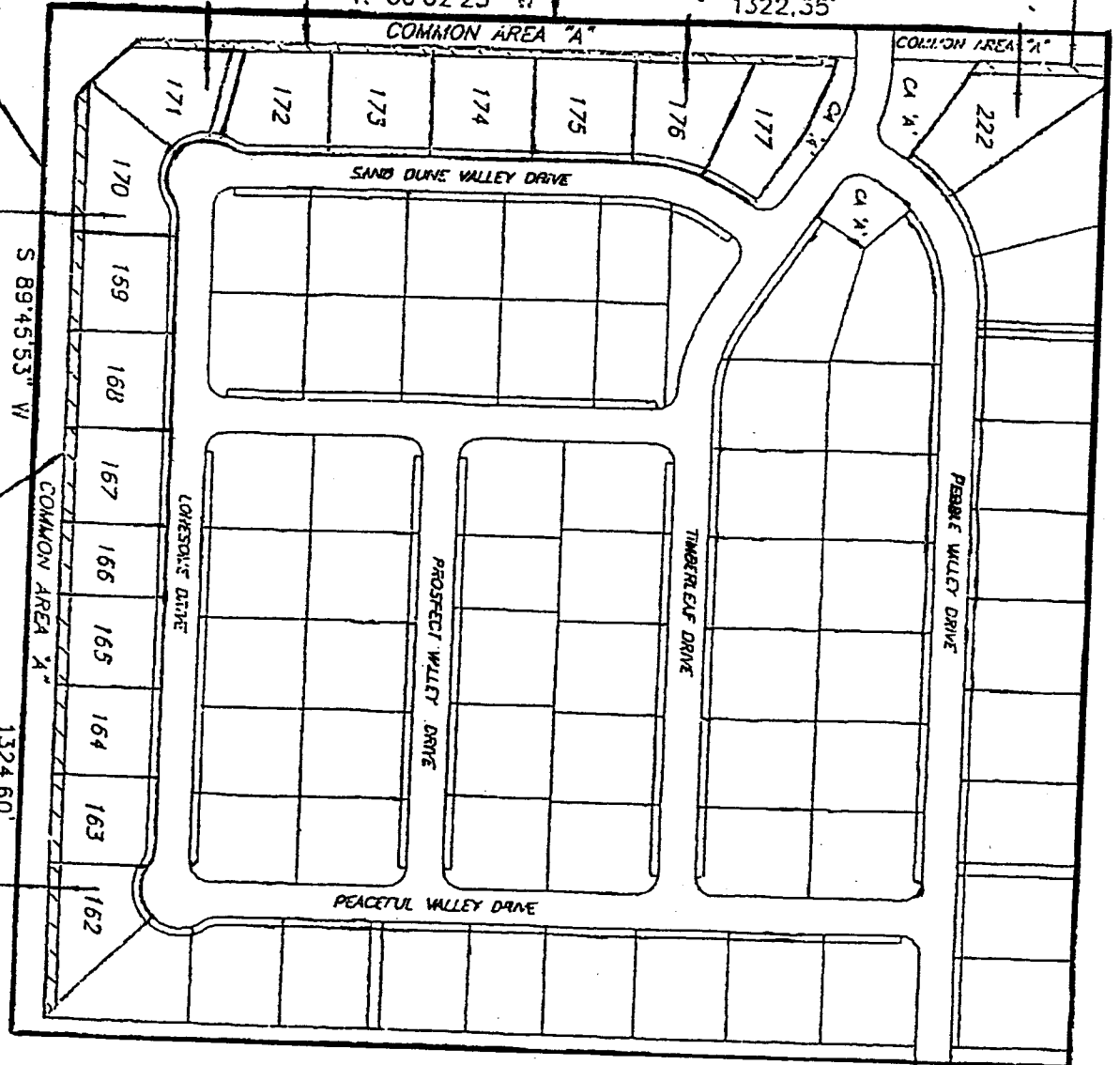
COMMON AREA "A"

EXHIBIT B

A PORTION OF LOTS 162-177 & 222,
STAR VALLEY VILLAGE

BK. 51, PG. 87 MAP
PIMA COUNTY, ARIZONA

15.00'



DAVID A. SMITH
Surveyor
State of Arizona
No. 12345

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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: HEM
DEPUTY RECORDER
2057 R02C

TTIGA
BROADWAY REALTY & TRUST INC
PO BOX 12863
TUCSON AZ 85732



DOCKET: 11328
PAGE: 903
NO. OF PAGES: 4
SEQUENCE: 20001240332
06/27/2000
ARSTRT 14:40

MAIL

AMOUNT PAID \$ 10.00

After recordation return to:

BROADWAY REALTY & TRUST, INC.
P.O. Box 12863
Tucson, Arizona 85732

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTION OF**

STAR VALLEY VILLAGE

(LOTS 153-232 AND COMMON AREA "A")

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STAR VALLEY VILLAGE, LOTS 153 THROUGH 232 AND COMMON AREA "A" ("Second Amendment") is made this 26th day of ^{June}~~May~~, 2000, by TITLE GUARANTY AGENCY OF ARIZONA, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. T-1311 (hereinafter referred to as "Declarant").

RECITALS:

A. On January 26, 1999, a Declaration of Covenants, Conditions and Restrictions of Star Valley Village Lots 153 through 232 and Common Area "A" (hereafter referred to as "Original Declaration") was recorded in Docket 10970 commencing at Page 298, in the office of the Pima County Recorder, Pima County, Arizona.

B. On April 25, 2000, a First Amendment to Declaration of Covenants, Conditions and Restrictions of Star Valley Village Lots 153 through 232 and Common Area "A" (hereafter referred to as the "First Amendment") was recorded in Docket 11284 commencing at Page 960, in the office of the Pima County Recorder, Pima County, Arizona.

C. Pursuant to Article VIII, Section 8.02 of the Original Declaration, the Original Declaration may be amended by Declarant without the vote or written consent of the Owners, for any reason whatsoever.

D. Declarant desires to amend the Original Declaration in the manner hereafter described..

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. All definitions set forth in the Original Declaration shall be considered incorporated in this Second Amendment as though fully set forth herein.

2. A new Section 3.08 is hereby added to Article III as follows:

Section 3.08 20' Drainage Easement, Lots 224 and 225.
A permanent non-exclusive twenty (20') drainage easement is hereby created over, upon, across and under the East ten (10') feet of Lot 224 and the West ten (10') feet of Lot 225. There shall be no Dwelling Units or other structures constructed within said twenty foot drainage easement area, however, ordinary and usual back yard landscaping and installations shall be permitted within same. Notwithstanding anything contained in this Declaration to the contrary, the Association shall be responsible for maintaining the twenty foot drainage easement area created herein and keeping it free and clear from all debris, refuse and any other foreign matter which shall materially interfere with or hinder the free flow of water in the easement area. The Association shall have the right, upon reasonable notice to the Owners of the Lots 224 and 225 which are encumbered by this drainage easement to enter upon the drainage easement area for the purpose of maintaining same.

3. A new Section 3.09 is hereby added to Article III as follows:

Section 3.09 10' Slope Easement, Lot 232. A permanent non-exclusive ten (10') foot slope easement is hereby created over, upon, across and under the East ten (10') feet of Lot 232. There shall be no Dwelling Units or other structures constructed within said ten foot slope easement area, however, ordinary and usual back yard landscaping and installations shall be permitted within same. Notwithstanding anything contained in this Declaration to the contrary, the Association shall be responsible for maintaining the ten foot slope easement area created herein, keeping it free and clear from all debris, refuse and any other foreign matter, and maintaining a three to one slope angle on the easement area. The Association shall have the right, upon reasonable notice to the Owner of the Lot 232 which is encumbered by this slope easement to enter upon the slope easement area for the purpose of maintaining same.

Except as modified herein, the Original Declaration recorded in Docket 10970, commencing at Page 298, in the office of the Pima County Recorder, Pima County, Arizona, and the First Amendment recorded in Docket 11284 commencing at Page 960, in the office of the Pima County Recorder, Pima County, Arizona, shall remain in full force and effect. Further, in the event of a conflict between the terms and conditions of this Second Amendment and the Original Declaration or the First Amendment, the terms and conditions of this Second Amendment shall control.


IN WITNESS WHEREOF, Declarant has executed this Second Amendment the day, month and year set forth beneath its signature below.

TITLE GUARANTY OF ARIZONA, INC., AN
ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST
NO. T-1311, AS TRUSTEE ONLY, AND NOT IN ITS
CORPORATE CAPACITY

BY: Olivia Harvey
ITS: Trust Officer
DATE: June 26, 2000

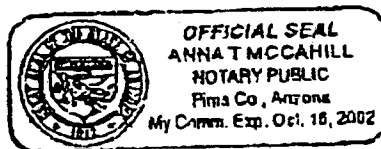
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN to before me this 26th day of ~~May~~ ^{June}, 2000, by
Olivia Harvey as Trust Officer of TITLE
GUARANTY AGENCY OF ARIZONA, INC., an Arizona corporation.



Notary Public

My Commission Expires:
10-16-2002



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D
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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: LMD
DEPUTY RECORDER
1963 R009



DOCKET: 11456
PAGE: 1790
NO. OF PAGES: 4
SEQUENCE: 20010010472
01/02/2001
ARSTR 17:30
MAIL
AMOUNT PAID \$ 16.00

TTIGA
BROADWAY REALTY & TRUST
PO BOX 12863
TUCSON AZ 85732

When Recorded Return to:
Broadway Realty and Trust Inc.
P.O. Box 12863
Tucson, Arizona 85732

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF

STAR VALLEY VILLAGE
LOTS 153 THROUGH 232 AND COMMON AREA "A"

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF STAR VALLEY VILLAGE LOTS 153 THROUGH
232 AND COMMON AREA "A" ("Third Amendment") is made this 2nd day
of January, ~~2000~~²⁰⁰¹, by TITLE GUARANTY AGENCY OF ARIZONA, INC., AN
ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO, T-1311 (Hereinafter referred
to as "Declarant").

RECITALS:

A. On January 26, 1999, a Declaration of Covenants, Conditions and Restriction of
Star Valley Village Lots 153 through 232 and Common Area "A" (hereinafter referred to as
"Original Declaration") was recorded in Docket 10970 commencing at Page 298, in the office of
the Pima County Recorder, Pima County, Arizona.

B. On April 25, 2000, a First Amendment to Declaration of Covenants, Conditions and Restrictions of Star Valley Village Lots 153 through 232 and Common Area "A" (hereafter referred to as the "First Amendment") was recorded in Docket 11284 commencing at page 960, in the office of the Pima County Recorder, Pima County, Arizona.

C. On June 27, 2000, a Second Amendment to Declaration of Covenants, Conditions and Restrictions of Star Valley Village Lots 153 through 232 and Common Area "A" (hereafter referred to as the "Second Amendment") was recorded in Docket 11328 commencing at page 903, in the office of the Pima 1 County Recorder, Pima County, Arizona.

D. The Original Declaration, the First Amendment and the Second Amendment are hereafter sometimes collectively referred to as the "Declaration").

E. Pursuant to Article VIII, Section 8.02 of the Original Declaration, the Declaration may be amended by Declarant without the vote or written consent of the Owners, for any reason whatsoever.

F. Declarant desires to amend the Declaration in the manner hereinafter described.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. All definitions set forth in the Declaration shall be considered incorporated herein as though fully set forth herein.

2. Item number 1 on Page 2 of the First Amendment which states "All definitions set forth in the Original Declaration shall be considered incorporated in this Second Amendment as though fully set forth herein" shall be amended to read as follows: "All definitions set forth In the

Original Declaration shall be considered incorporated in this First Amendment as though fully set forth herein.”

3. Section 2.17 Masonry Patio Wall of Article II USES AND RESTRICTIONS of the original Declaration Is hereby deleted in its entirety and fully replaced as follows:

Section 2.17 Masonry Screen Wall. The lots shall have standard fencing for the Community. The fencing shall consist of masonry block screen walls. The wall located on the garage-side of the house will start approximately fifteen (15) to sixteen (16) feet from the front of the garage and will include a three (3) foot wrought iron and cedar gate. The wall located on the opposite side of the house shall start approximately thirteen (13) to twenty-five (25) feet from the front of the house. Each wall shall extend approximately ten (10) feet in a perpendicular direction to the house, turn 90^o and continue approximately ten (10) feet toward the rear property line. Purchasers shall have the option to purchase additional wall footage.

Except as modified herein, the Original Declaration recorded in Docket 10970, commencing at Page 298, the First Amendment recorded in Docket 11284 commencing at Page 960, and the Second Amendment, all recorded in the Office of the Pima County Recorder, Pima County, Arizona, shall remain in full force and effect. Further, in the event of a conflict between the terms and conditions of this Third Amendment and the original Declaration, First Amendment or Second Amendment, the terms and conditions of this Third Amendment shall control.

IN WITNESS WHEREOF, Declarant has executed this Third Amendment on the day,
month and year set forth herein.

TITLE GUARANTY OF ARIZONA, INC., an Arizona
corporation, as TRUSTEE UNDER TRUST NO. T-1 311,
AS TRUSTEE ONLY, AND NOT IN ITS CORPORATE
CAPACITY:

BY: Olivia Harvey
ITS: Trust Officer
DATE: 1/2/01

STATE OF ARIZONA

COUNTY OF PIMA

)
) ss.
)

2001 SUBSCRIBED AND SWORN to before me this 2nd day of January,
~~2000~~, by Olivia Harvey as Trust Officer of Title Guaranty Agency of
Arizona, Inc., an Arizona corporation.

Joy E. Martinez
Notary Public

My Commission Expires:



E. ANH RODRIGUEZ, RECORDER
RECORDED BY: YRN
DEPUTY RECORDER
5131 ROOE

TFATI
KB HOME TUCSON
5780 N SWAN RD #100
TUCSON AZ 85718



DOCKET: 11742
PAGE: 3327
NO. OF PAGES: 1
SEQUENCE: 20020360797
02/22/2002
WTDEED 17:30

MAIL

AMOUNT PAID \$ 10.00

Attn: Janet Methot

SPECIAL WARRANTY DEED

Escrow No. none
Trust No. 4846

(without liens and encumbrances)

NO AFFIDAVIT PER 11-1134 B1

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as TRUSTEE under Trust No. 4846, the GRANTOR herein, does hereby convey to

STAR VALLEY VILLAGE (LOTS 153-232 & COMMON AREA "A") HOMEOWNERS ASSOCIATION, an Arizona corporation

the GRANTEE, the following described real property situate in Pima County, Arizona:

Common Area A of STAR VALLEY VILLAGE, as recorded in Book 51 of Maps and Plats at page 87 in the Office of the Pima County Recorder in Pima County, Arizona

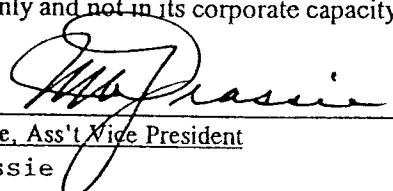
The disclosure of trust beneficiaries is recorded in Docket 11485 at page 2360.

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR binds itself and its successors to warrant the title as against its acts and none other, subject to the matters above set forth.

DATED: February 6, 2002

FIRST AMERICAN TITLE INSURANCE
COMPANY, a California corporation under Trust
4846 as Trustee only and not in its corporate capacity
and not otherwise

BY: 
Its: Brigitte Echave, Ass't Vice President
W.D. Grassie

STATE OF ARIZONA)
)ss.
County of Pima)

W.D. Grassie

On 2/8/02, before me, the undersigned Notary Public, personally appeared Brigitte Echave, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:


Notary Public

