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**CUTSHAW YEAGER, LLC
2761 N COUNTRY CLUB, SUITE 202
TUCSON AZ 85716**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
LIMBERLOST COMMONS**

**LIMBERLOST COMMONS
A Residential Cluster Project, Lots 1-20 And Common Areas "A" (Detention Basins)
and Common Area "B" (Landscape Area)**

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

LIMBERLOST COMMONS

THIS DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS OF LIMBERLOST COMMONS (hereinafter termed the "Declaration") is made this 3rd day of April, 2009, by Lawyers Title Agency of Arizona, L.L.C., an Arizona limited liability company as Trustee under Trust No. 18119-T, and not in its limited liability company capacity (hereinafter referred to as "Declarant"). These CC&R's supersede and revoke those certain CC&R's recorded in Docket 13471 at Page 1265, recorded in records of Pima County, Arizona.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Pima County, Arizona, known as LIMBERLOST COMMONS, described in that certain subdivision plat (the "Plat") under the name LIMBERLOST COMMONS, A Residential Cluster Project, Lots 1-20 and Common Area "A" (Detention Basins), Common Area "B" (Landscape Area), recorded in Book 64 of Maps And Plats at Page 61 in the Pima County Recorder's Office, State of Arizona (hereinafter referred to as the "Property"); and

WHEREAS said Plat designates the area and dimensions for each Lot numbered 1-20 boundary lines, Common Areas and easements; and Declarant and Developer desire to develop the Property and subject the Property to the covenants, conditions, restrictions, assessments, charges, servitude liens, reservations and easements as described in this Declaration (hereinafter collectively called the "CCR's"); and

WHEREAS, Declarant desires to form a non-profit corporation for the purpose of benefiting LIMBERLOST COMMONS, the Owners and the Lots as said terms are defined in this Declaration, which non-profit corporation (hereinafter termed the "Association") will operate, manage and maintain any Common Areas, certain private easements, certain rights of way and Association Land; and establish, levy, collect and disburse the assessments and other charges imposed hereunder; and as the agent and representative of the Members of the Association and Owners of LIMBERLOST COMMONS, administer and enforce all provisions hereof and use restrictions imposed on various parts of LIMBERLOST COMMONS; and

WHEREAS Declarant is preparing the necessary documents for the incorporation and organization of the Association; and

WHEREAS, in order to cause the CCR's to run with LIMBERLOST COMMONS and to be binding upon LIMBERLOST COMMONS and the Owners and Lots thereof from and after the date of recordation of this Declaration, Declarant hereby makes all conveyances of LIMBERLOST COMMONS Property, whether or not provided so therein, subject to the CCR's set forth herein and by accepting deeds, leases, easements or other grants or conveyance to any portion of LIMBERLOST COMMONS, the Owners and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns agree that they shall be personally bound by all of the covenants (including, but not limited to, the obligation to pay Assessments) hereinafter set forth; and

INCORPORATION

WHEREAS, Declarant proposes to sell individual Lots and to sell and convey the same subject to the CCR's, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth which is for the benefit of the Property and any subsequent Owners;

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, equitable servitudes, charges and liens set forth herein shall run with the Property; shall be binding upon all persons having or acquiring any interests in the Property or any part thereof shall inure to the benefit of and be binding upon Declarant, its successors in interest, each owner and his respective successors in interest, and may be enforced by Declarant, or its successors in interest, any Owner or its successors in interest, or by any entity having an interest in their enforcement.

No provision contained herein shall be construed to prevent or limit Declarant's or Developer's right to complete development of the Property and construction of improvements thereon, nor Developer's right to construction of sales offices or similar facilities on the Property, nor Developer's right to post signs incidental to sales, nor Developer's right to do anything that it may, in its sole discretion, deem necessary and proper for the full development and sale of the Property.

1. DEFINITIONS

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

- 1.1 "Annual Assessment" shall mean the charge levied and assessed each year against each Lot and/or Owner pursuant to Article 6 below.
- 1.2 "Architectural Review Committee" shall mean the Committee of the Association to be created pursuant to Article 9 below.
- 1.3 "Articles" shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.
- 1.4 "Assessable Property" shall mean any Lot except such part or parts thereof as may from time to time constitute Exempt Property as herein defined.
- 1.5 "Assessment" shall mean an Annual Assessment, Special Assessment, Maintenance Charge and/or other Association levy.
- 1.6 "Assessment Lien" shall mean the lien created and imposed by Article 6 below.
- 1.7 "Assessment Period" shall mean the term set forth in Article 6 below.

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- 1.8 "Association" shall mean the Arizona non-profit corporation to be organized by Declarant to administer and enforce the CCR's and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns. Declarant hereby reserves the exclusive right to cause such Association to be incorporated and intends to name the Association "LIMBERLOST COMMONS" Homeowner's Association, Inc,"
- 1.9 "Association Land" shall mean such part of parts of LIMBERLOST COMMONS, together with the buildings, structures and improvements thereon and other real property which the Association may at any time own in fee or in which Association at any time may have a leasehold interest for as long as the Association is the owner of the fee or leasehold interest.
- 1.10 "Board" shall mean the Board of Directors of the Association.
- 1.11 "Bylaws" shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.
- 1.12 "Common Areas" shall mean:
- (a) All Association Land;
 - (b) All land within LIMBERLOST COMMONS which the Declarant, by this Declaration or other recorded instrument make available for use by Members of the Association and evidences its intent to convey to the Association at a later date;
 - (c) All land within LIMBERLOST COMMONS which the Declarant indicates on the Plat is to be used for landscaping, drainage and/or flood control for the benefit of LIMBERLOST COMMONS;
 - (d) All other lands within the drainage easement area set forth by the plat or other recorded instruments;
 - (e) Areas on a Lot within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of improvements, utilities, ingress and egress;
 - (f) All private shared driveway areas which are deeded to the Association or the use of which is given to the Association by easement and by agreement for which the Association accepts responsibility for maintenance;
 - (g) All land described as natural buffer on the Plat;
- 1.13 "CCR's" shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

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1.14 "Declarant" shall mean not only Lawyers Title Agency of Arizona, L.L.C., an Arizona limited liability company, as Trustee under Trust No. 18119-T, and not in its limited liability company capacity, but also Cutshaw Yeager L.L.C., as beneficiary under Lawyers Title Agency of Arizona, L.L.C., Trust No. 18119-T and their respective successors or assigns while title holder of any Lot, either as the original Owner or by reacquisition.

1.15 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions of LIMBERLOST COMMONS as amended or supplemented from time to time.

1.16 "Developer" shall mean Cutshaw Yeager L.L.C., an Arizona limited liability company and its successors or assigns.

1.17 "Dwelling Unit" shall mean a Lot, together with the improvements placed within the confines of said boundary.

1.18 "Exempt Property" shall mean the following parts of LIMBERLOST COMMONS:

(a) All land and improvements owned by or dedicated to and accepted by the United States, State of Arizona, Pima County, City of Tucson or any political subdivision thereof for as long as any such entity or political subdivision is the owner thereof or for as long as said dedication remains effective;

(b) All Association Land, for as long as the Association is the Owner thereof.

1.19 "Maintenance Charges" shall mean any and all costs assessed pursuant to this Declaration.

1.20 "Member" shall mean any person holding a membership in the Association pursuant to this Declaration.

1.21 "Majority of Owners" shall mean Owners owning a majority of the Lots.

1.22 "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (legal title if same has merged) of any Lot or Dwelling Unit. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

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

1.24 "Plat" shall mean the plat prepared by Baker & Associates Engineering, Inc., under the name of "LIMBERLOST COMMONS, A Residential Cluster Project, Lots 1-20 And Common Areas "A" Detention Basins and Common Area "B" Landscape

Area", recorded in Book 64 of Maps and Plats at Page 61 in the Pima County Recorder's Office, State of Arizona.

1.25 "The Property" or The Subdivision" shall mean all that real property pursuant to Article 2 below.

1.26 "Special Assessment" shall mean any assessment levied and assessed pursuant to Article 6 below.

1.27 "LIMBERLOST COMMONS" shall mean the Property described in this Declaration and the development to be completed thereon.

1.28 "LIMBERLOST COMMONS Rules" shall mean the rules for LIMBERLOST COMMONS adopted by the Board pursuant to Section 4.3 below.

1.29 "LIMBERLOST COMMONS Architectural Rules" shall mean the rules established by the LIMBERLOST COMMONS Architectural Review Committee, which rules shall become a part of this Declaration enforceable in the same manner as this Declaration.

2. GENERAL RESTRICTIONS

All property within LIMBERLOST COMMONS shall be subject to the CCR's, and this Declaration, the Plat (and any final plat as approved and recorded) and the CCR's are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of lots in LIMBERLOST COMMONS; and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of LIMBERLOST COMMONS and every part thereof. All of this Declaration, the Plat and CCR's shall run with all Lots and Association Land for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and their successors in interest. Upon issuance of a Certificate of Incorporation by the Arizona Corporation Commission to the Association, this Declaration and the CCR's shall be binding upon and shall benefit the Association. All property within LIMBERLOST COMMONS shall be held, used and enjoyed subject to the following limitations and restrictions:

2.1 Private Residence. Each and every Lot shall be used for private residential purposes only, and no structure whatever other than one first-class, private, single family residence, together with attached private garage and appurtenant structures shall be erected, placed or maintained on any Lot.

2.2 Antennas and Exterior Additions. No exposed antenna, satellite dishes (except as required by law) and no exposed mechanical or solar equipment shall be erected or maintained on the roof of any Dwelling on any Lot. Further, no other exterior devices or additions shall be constructed on the exterior of the Dwelling Unit (including roof) without the written authorization of the Board or the Architectural Review Committee. Solar energy equipment installation may be used with the proper approval of the Board or its designated Architectural Review Committee.

2.3 Signs. No signs of any kind shall be displayed which are visible from neighboring property without the approval of the Board, except:

- (a) Such signs as may be required by legal proceedings; and
- (b) Such signs as may be used by Developer in connection with the sale of Lots; and
- (c) Such signs as may be approved by the Board indicating a Dwelling Unit or Lot is for sale or lease. Said signs shall be placed inside a street facing window only, until the Declarant has conveyed all the Lots in the subdivision.

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

2.4 Animals. No animals of any kind shall be raised, bred, or kept, except that a reasonable number of generally recognized house or yard pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs must be kept under leash or controlled at all times so that they will not interfere with any Member's use and enjoyment of the Lots or Dwelling Units, and it shall be the responsibility of each pet owner to clean up after their pets. No animal shall be allowed to become a nuisance and must be kept inside a Dwelling Unit or in an enclosed area at all times. A "reasonable number" as used in this Section shall ordinarily mean no more than two pets per household; provided, however, the Board may determine that a reasonable number in any instance may be more or less. Upon the written request of any Member, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Paragraph, a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable. All pets required by government authority to be licensed must be licensed.

2.5 Nuisances. After completion of construction of a Dwelling Unit upon a Lot and landscaping of Lots, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within the Property, and no odors shall be permitted to arise there from so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Lot or to its occupants. Storage or disposal of garbage, rubbish or debris shall be done in a clean and sanitary manner and maintained in such a fashion so as not to be offensive to Owners of adjacent Lots. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot without the prior approval of the Board. The Board, in its sole discretion, shall have the right to determine the existence of any such nuisance. Wood piles or other materials shall be stored in a manner so as not to be attractive to native rodents, snakes and other animals and to minimize the potential danger from fires. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods. Trash and debris shall not be

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permitted to accumulate and supplies of building materials will be piled only in such areas as may be approved by the Architectural Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Architectural Review Committee, which may also require screening of the storage area.

2.6 Native Growth and Planting. All landscaping shall first be approved before installation by the Architectural Review Committee. The theme for landscaping shall emphasize plantings and other features which will complement and enhance the native existing character. Approved landscaping after installation will be maintained as required to provide a neat and attractive appearance. Removal of dead bushes and trees and removal of trash and debris will be accomplished as required to this effect. The Architectural Review Committee will be the sole and final judge as to whether or not landscaping after installation has met the approved criteria and whether or not it is at any given time maintained properly. The native growth on any Lot or the Property shall not be removed or destroyed except as may be necessary for the construction or maintenance of roads, driveways, sidewalks, Dwelling Units and walled-in patio yards. Native vegetation may not be removed from any lot or Common Area for any reason.

2.7 No Business Use. No business or professional service of any nature, whether for profit or non-profit, shall be conducted on any Lot, except the business of the Association and the Developer while developing, constructing and selling lots. No building or structure intended for, or adapted to, business or professional or any non residential purposes, shall be erected, placed, permitted or maintained on any Lot.

2.8 Rental. No room or rooms in any residence, or parts thereof, may be rented or leased to others by any Homeowner. Nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire Dwelling Unit; provided, however, that any lease agreement shall be in writing, shall be for a term of at least six (6) months, and shall provide that any such tenant shall abide by the LIMBERLOST COMMONS Rules, Bylaws, Articles and this Declaration and the CCR's.

2.9 Outbuildings. No tent or outbuilding of any kind shall be placed or erected on any part of the Property for more than forty-eight (48) hours. Notwithstanding anything to the contrary above, no structure of any kind shall be permitted or placed upon Common area "A" (drainage facilities) except as permitted by the Developer.

2.10 Materials. All buildings of any nature constructed hereon shall be constructed of new materials. No building shall be removed from without said Property to any Lot within said Property. All structures to utilize earth-tone colors except that bolder colors may be used for accents.

2.11 Wells. No derrick or other structure designed for use in boring for water, oil, natural gas or any other substance, or for any other purpose, shall be erected, placed or permitted upon any part of said property, nor shall any water, oil, natural gas, petroleum, asphalt, minerals or hydrocarbon products or substances be produced or extracted there from.

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2.12 Tanks, Exposed Coolers and Other Materials. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any Dwelling Unit constructed on any Lot, including, but not limited to, tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in or kept screened by adequate planting to conceal them from the neighboring Lots, roads or streets. The term "adequate planting" as used herein shall mean transplantings which provide immediate and effective concealment of the object being screened. No evaporative coolers, air conditioning units, heating units, air conditioning towers, or compressor units shall be placed on the roof or attached to exterior walls or windows of any structure and any such units without approval of the Board. Equipment, gas meters, electric meters, wood piles or storage piles shall be kept within an area which is walled in such a manner as to conceal same from the view of the neighboring Lots, roads or streets, or shall be kept within a service room. Clotheslines shall not be permitted at any time on any Lot or the Property.

2.13 Grass. No Bermuda grass shall be sown, planted, cultivated or maintained on any Lot, except those varieties known and recognized as being pollen-free.

2.14 Further Subdivision. No Lots shall be subdivided, except for the purpose of combining the resubdivided portions with another adjoining Lot (provided that no additional Lot is created thereby), without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating The Subdivision, easements or other interest. Any ownership or single holding by any person comprising parts of two (2) adjoining Lot or Lots or of the whole of one Lot and pad or parts of one or more adjoining Lots, for all purposes of this Declaration and CCR's, shall be deemed as constituting ownership of a single Lot. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use of the Lot complies with this Declaration and CCR's.

2.15 Topography. All Dwelling Units shall be two-story structures on all Lots of the Property.

2.16 Masonry and Frame Stucco. Any exterior alteration of any masonry wall must be constructed of like materials and colors as original construction and must be approved by the Architectural Review Committee.

2.17 Set Backs. Definition. For the purpose of this Declaration, "set back" shall be defined as the minimum horizontal distance between a point on a building or structure (other than a wall, fence, unroofed terrace, steps, and/or roof projections at the eaves) to the nearest property line or lines.

2.18 Set Back. Any building or structure shall be set back to the appropriate distances from Lot lines as identified on the Plat or in conformance with City of Tucson laws, rules and regulations, whichever is more restrictive.

2.19 Pools. A pond, swimming pool, body of water, play courts, outside barbecue facilities or shower, dressing rooms, outside toilet facilities may be erected or placed on any Lot within a walled patio, subject to Board approval.

2.20 Patio Walls. No patio or other exterior wall shall be constructed of any material other than masonry block, masonry stucco, or rusted metal, as approved by the Board and any such wall shall not be more than six (6) feet in height. Those masonry screen walls visible from the public right-of-way shall incorporate one of the following decorative materials:

- (a) Masonry block
- (b) Masonry block stucco
- (c) Rusted metal

2.21 Variance. If any Lot covered by these restrictions includes major surface irregularities directly affecting the buildable area of said Lot in such manner as to make normal development extremely difficult or impossible, or if natural growth now existing on any Lot is of such character as to constitute a desirable or unique asset for the Lot on which it is located, the Board shall have the authority to grant a variance for the location of pools and barbecue facilities herein set forth, so that said Lot may be developed to its maximum usage.

2.22 Fences. No fence shall be permitted or installed on any Lot unless constructed as described in Section 2.20 above and approved by the Board and Architectural Review Committee; provided that gates must be metal.

2.23. Utility Lines. All telephone, power and utility lines located in the road in front of the Lots or utility easement on the Lots shall be underground, and service from any of these to any structure shall be buried service lines. The provision shall not, however prohibit the erection of temporary overhead power or telephone lines incident to construction. All costs for such work done which is performed between the easement line on the Lot and any point or points on the Lot shall be borne by the Owner of the Lot. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from and the installation, replacing, repairing and maintaining of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines or systems, etc., as such utilities are installed in connection with the initial development of the Lot and the construction of a Dwelling Unit or building thereon. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Property and affix and maintain wires, circuits and conduits on, in and under the roof and exterior walls of buildings on the Lots. Notwithstanding anything to the contrary contained herein, no sewers, electrical lines, water lines or other utilities or service lines may be installed or relocated on any Lot except as initially programmed and approved by the Declarant or the Architectural Review Committee, or if installed after recordation of

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this Declaration, approved by the Owner and Architectural Review Committee in writing. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals shall be erected, placed or maintained anywhere in and upon any Lot, unless the same shall be contained in conduits or cables installed and maintained underground and concealed in, under or on buildings or other structures approved in writing by the Architectural Review Committee. No provision hereof shall be deemed to prevent the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Review Committee in writing.

2.24 Exemption of Developer. Nothing in these CCR's shall limit the right of Developer to complete excavation, grading, and construction of improvements to any Lot within the subdivision owned by Declarant, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of the sale of the subdivision, so long as any Lot therein remains unsold, or to use any structure in the subdivision as real estate sales or leasing office. Developer need not seek or obtain the Board's approval for the installation of any improvements, including landscaping. The rights of Developer hereunder or elsewhere in these Restrictions may be assigned.

2.25 Drainage. There shall be no interference with the established drainage pattern over any Lot within the Property unless adequate provision is made by submitting a drainage plan for approval by the Board for proper drainage conforming to government rules, regulations, ordinances and drainage criteria, and is approved by the Board. For purposes hereof "established drainage" is defined as the drainage which exists at the time the overall grading of the Property is completed, or which is shown on any plans conforming to government rules, regulations, ordinances and drainage criteria approved by the Board.

2.26 Unightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining Lots, Dwelling Units or from the road in front of the Lots. At no time shall there be any outside storage of commercial vehicles, boats, trailers, campers, motor coaches, mobile homes or house trailers of any type on any Lot. At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories. Any and all items stored in a garage area shall be stored so as to conceal the same from view from adjoining property or from the streets or public way. Grass, shrub or tree clippings, garbage or trash containers shall be kept within an enclosed structure or appropriately screened from view of adjoining Dwelling Units, except when necessary to make available for collection and then, only the shortest time reasonably necessary to effect such collection. The Board shall have sole discretion in determining if any activity by an Owner is in violation of this Section 2.26.

2.27 Trash Containers. No garbage or trash shall be placed or kept on any Lot or Dwelling Unit within the subdivision, except in covered containers of a type, size and style which have been approved by the Board. All rubbish, trash or garbage shall be removed from Lots or Dwelling Units and shall not be allowed to accumulate thereon. No incinerators shall be allowed. All rubbish, trash, garbage or wood storage will be maintained in a clean and orderly manner so as not to be offensive to Owners of adjacent

Lots or the Property. Said rubbish, garbage and trash shall be maintained in such a manner so as not to create any obnoxious odor which might disturb the peace, quiet, comfort or serenity of any Owners of any Lots or the Property and storage and disposal of said garbage, rubbish and trash will be done in a clean and sanitary manner. All rubbish, trash and garbage shall be left out for pick-up only on scheduled garbage pickup days. The Board shall reserve the right to designate the garbage collection company or agency and to include garbage collection fees in the Annual Assessment chargeable to a Dwelling Unit and Owner.

2.28 Mail Boxes. The Developer shall install and determine the location, color, size, design, lettering and 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.

2.29 Easement of Enjoyment. Every owner and other Member of the Association shall have a right and easement of enjoyment in and to the Common Areas and any Association Land which shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to suspend the voting rights and right to use Association Land by any Member for any period during which any Assessment against his Lot remains delinquent. The Association shall maintain the right to regulate the use of the Common Areas and Association Land through the LIMBERLOST COMMONS Rules and to provide access to those areas such as landscape right-of-ways not intended for use by Members. The LIMBERLOST COMMONS Rules shall be intended in the absolute discretion of the Board to enhance the preservation of Association Land and LIMBERLOST COMMONS for safety and convenience of the users and shall otherwise be used to promote the best interests of the Owners of the Lots.

2.30 Architectural Control. No improvements, alterations, repairs, excavations, grading, landscaping or other work which in any way alters the exterior appearance of any Property within LIMBERLOST COMMONS or the improvements located thereon shall be made or done without prior approval of the Architectural Review Committee in writing except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered or made without th4e prior written approval of the Architectural Review Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots shall be subject to the prior written approval of the Architectural Review Committee and no changes or deviations in or from the plans and specifications once approved by the Architectural Review Committee shall be made without prior written approval of the Architectural Review Committee.

2.31 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approval of the Architectural Review Committee, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

2.32 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures or other improvements or that which Declarant or the Association may require for the operation and maintenance of LIMBERLOST COMMONS.

2.33 Motor Vehicles. No automobile, motorcycle, motorbikes or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street in LIMBERLOST COMMONS and no inoperable vehicle may be stored or parked on any such Lot or street so as to be visible from any other Lot or from Common Areas or Association Land; provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs.

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

2.35 Health, Safety and Welfare. In the event additional uses, activities and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners, the Board may make further rules restricting or regulating their presence at LIMBERLOST COMMONS as part of The LIMBERLOST COMMONS Rules or may direct the Architectural review Committee to make rules governing their presence on Lots.

2.36 Outside Lighting. All outside lighting on any Lot or the Property shall be directed down or shall be shielded from adjacent properties in accordance with applicable laws, rules and regulations and subject to the written approval of the Board.

3. PERMITTED USES, RESTRICTIONS AND RIGHTS - DWELLING UNITS

3.1 Business Uses Prohibited. No gainful occupation, professional trade or other nonresidential use shall be conducted on any Lot except that Developer may maintain sales on a lot.

3.2 Renting. Homeowners shall have the right to lease or rent their Dwelling Units subject to the provisions of Section 2.8 above.

4. ORGANIZATION OF ASSOCIATION

4.1 Formation of Association. The Association shall be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration and CCR's. Neither the Articles nor

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Bylaws shall, for any reason, be amended nor otherwise changed nor interpreted so as to be inconsistent with this Declaration and the CCR's.

4.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws as the same may be amended from time to time. The Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association.

4.3 The LIMBERLOST COMMONS Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as the LIMBERLOST COMMONS Rules. The LIMBERLOST COMMONS Rules may restrict and govern the use of any area by any Member or resident; provided, however, that the LIMBERLOST COMMONS Rules shall not discriminate among Members and shall not be inconsistent with this Declaration, the Articles or Bylaws. Upon adoption, the LIMBERLOST COMMONS Rules shall have the same force and effect as if they were set forth and were a part of this Declaration.

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

4.5 Insurance. The Association shall maintain insurance against Liability incurred as a result of death or injury to persons or damage to property on the Common Areas. The Board in its discretion, may determine additional insurance needs for the Association.

4.6 Taxes. The Association shall be responsible for the payment of all taxes on the Common Area.

5. MEMBERSHIP AND VOTING

5.1 Owners of Lots. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Each such Owner shall have one Membership for each Lot owned by the Member. Each such Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable.

5.2 Declarant. The Declarant shall be a Member of the Association for so long as it holds a Class B membership described below or owns any Lot in LIMBERLOST COMMONS.

5.3 Voting. The Association shall have two (2) classes of voting memberships;

(a) Class A Membership: Class A Membership shall be all memberships except the Class B Membership held by the Declarant and each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration.

(b) Class B Membership: There shall be one Class B Membership which shall be held by the Declarant and the Class B Membership shall be entitled to three (3) votes for each Class A Membership in existence as long as there is a Class B Membership. The Class B Membership shall cease and be converted to Class A Membership when the Declarant no longer owns property at LIMBERLOST COMMONS.

5.4 Right to Vote. No change in ownership of a Membership shall be effective for voting purposes unless and until the Board has given actual written notice of such change and has provided satisfactory proof thereof. Fractional votes shall not be allowed.

5.5 Non-Cumulative Voting for Board Members. In any election of the members of the Board, every Owner of a Membership entitled to vote at such election shall cast said vote or votes in a non-cumulative fashion as provided by Arizona law.

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

5.7 Transfer Membership. The rights and obligations of the Owner of a Class A Membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to a Lot. A transfer of ownership to a Lot may be affected by deed, intestate, succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as now in effect or as may hereafter be established under Arizona law. Any attempt to make a prohibited transfer shall be voided.

6. ASSESSMENTS AND CREATION OF LIEN

6.1 Creation of Lien and Personal Obligation of Assessments and Maintenance Charges. The Declarant, for each Lot established in LIMBERLOST COMMONS, hereby covenants and agrees and each Owner by acceptance of a Deed therefor, whether or not expressed in the Deed, is deemed to covenant and agree to pay to the Association the following assessments and charges:

- (a) Annual Assessments;
- (b) Special Assessments;
- (c) Maintenance Charges as described in this Declaration.

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The Annual Assessments, Special Assessments and Maintenance Charges, together with interest, costs and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which such Assessment is made. The Annual and Special Assessments against each Lot shall be based upon the number of Memberships appurtenant to the Lot. Each such Annual and Special Assessment and Maintenance Charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of the Lot at the time the Assessment was due. The personal obligation for delinquent assessments shall not pass to the successors in title, unless expressly assumed by them.

6.2 Annual Assessments. In order to provide for the uses and purposes of the Association, including the establishment and replacement of maintenance reserves, the Board each year, commencing with the year in which the Plat is recorded, shall assess against each Lot an Annual Assessment. The amount of the Annual Assessment shall be in the sole discretion of the Board and shall be determined with the objective of fulfilling the Association's obligations under this Declaration.

6.3 Uniform Rate of Assessment. The amount of any Annual or Special Assessment or Maintenance Charge against each Lot shall be fixed as a uniform rate for Membership.

Notwithstanding anything to the contrary herein, Declarant and or Developer shall not be responsible for payment of any Annual and Special Assessments or Maintenance Charges established pursuant to this Declaration or the Articles or Bylaws of the Association except that Declarant and/or Developer shall pay Annual and Special Assessments and/or Maintenance Charges on Completed Lots owned by Declarant and/or Developer. For purposes of this Declaration, "Completed Lots" shall mean any Lot with a Dwelling Unit thereon ready for occupancy as a home that is in the condition of any other Dwelling Unit sold to persons living on the Property (i.e., carpet, kitchen countertops and cabinets, plumbing and lighting fixtures, etc., installed) but shall not include any Lots with improvements thereon used by Declarant and /or Developer as models or sales offices.

Although Declarant and/or Developer may contribute to the expenses of the Association and the maintenance of the Common Easement Area, it is understood that Declarant and/or Developer are not and shall not be held liable for the payment of any Annual and Special Assessments and/or Maintenance Charges provided for in this Declaration and/or Articles and Bylaws of the Association by virtue of the ownership or development of Lots within the Property unless such ownership is of Completed Lots as herein defined, and that the failure to pay any Annual and Special Assessments and/or Maintenance Charges shall not give rise to any right of imposing any lien or encumbrance upon said Lots and by Declarant and/or Developer as security for the payment of said Annual and Special Assessments and/or Maintenance Charges unless Declarant and/or Developer have failed to pay same on Completed Lots as herein defined.

6.4 Maximum Annual Assessment. The Annual Assessment to be established by the Board may not exceed a certain amount hereinafter referred to as the "Maximum Annual Assessment" which Maximum Annual Assessment shall be determined and shall vary in

accordance with the following provisions:

- (a) Until January 1 of the year following the recordation of the Plat, the Maximum Annual Assessment against each Owner shall be Twelve Hundred Dollars (\$1,200.00) for each Membership;
- (b) From and after January 1 of the year immediately following recordation of the Plat, and during such year, the Maximum Annual Assessment cannot be increased more than ten percent (10%) each year;
- (c) From and after January 1 of the year immediately following the recordation of the Plat, the Maximum Annual Assessment may be increased above the Maximum Annual Assessment otherwise determined under subsection (b) above by a vote of two-thirds (2/3) of each Class of Members who are voting in person or by proxy at a meeting duly called for such purposes;
- (d) At the time of conveyance of a Lot by Declarant to an Owner, the Owner (not Declarant) thereof shall pay the equivalent of two (2) months of the Annual Assessment then applicable to that Lot into the working capital fund of the Association. All subsequent buyers of Lots shall pay the equivalent of two (2) months of the Annual Assessment then applicable to that Lot into the working capital fund. Said working capital funds shall be used by the Association to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the working capital fund are not to be considered as advance payment of Annual and Special Assessments or Maintenance Charges;

6.5 Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment Period, a Special Assessment applicable to that period only for the purpose of defraying the whole or any part of the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Land or Common Areas, including fixtures or personal property related thereto or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of two-thirds (2/3) of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose.

6.6 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 6.5 of this Declaration shall be sent to all Members no less than thirty (30) days nor more than sixty (60) day in advance of the meeting. At the first such meeting called, the presence of the Members or proxies entitled to cast fifty percent (50%) of all of the votes (exclusive of suspended voting rights) of each Class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 Establishment of Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year except that the first Assessment Period shall commence upon the filing of the Plat and terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period by recording with the Pima County Recorder's Office an instrument specifying the new Assessment Period.

6.8 Billing and Collection Procedures. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Annual and Special Assessments and Maintenance Charges provided said procedures are not inconsistent with these provisions. The failure of the Association to send a bill to a Member shall not relieve any Member of its liability for any Assessment or charge under this Declaration but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement at the address of the Member on the records of the Association that the Assessment or any installment thereof is or will be due and owing. Such notice may be given at any time prior to the delinquency of such payment. Any Assessment or installment thereof not paid when due shall be deemed delinquent and bear interest thirty (30) days after its due date until paid at a rate of twelve percent (12%) per annum. A Member shall be liable for all costs, including attorney's fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment against any Lot as to which an Assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's cost in recording the notice, processing the delinquency and recording the notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the assessment lien. Upon receipt of a written request by a Member or any other person, the Association within a reasonable period of time thereafter shall issue to such Member or any other person a written certificate stating that all Annual and Special Assessments and Maintenance Charges (including interest, costs and attorney's fees, if any, as provided above) have been paid with respect to any Lot or if not paid, the amount then due and owing. The Association may make a reasonable charge for the issuance of such certificates which shall be paid at the time of request.

6.9 Enforcement of Annual and Special Assessments and Maintenance Charges and of Assessment Lien.

(a) Association as Enforcing Body. The Association as the agent and representative of the Members shall have the right to enforce the provisions of this Declaration and CCR's. However, if the Association shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request to do so, then any Member may enforce them on behalf of the Association, but not at the expense of the Association, by any appropriate action.

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(b) Remedies of Enforcement. If any Member fails to pay the Annual or Special Assessments or Maintenance Charges, the Association may enforce the payment of the Annual or Special Assessments and/or Maintenance Charges, including the Assessment Lien, by any manner provided by law. All costs of enforcement shall be borne by the Member who is delinquent.

7. USE OF FUNDS

7.1 Association's Funds Purposes. The Association shall apply all funds and property collected and received by it, including the Annual and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source for the common good and benefit of LIMBERLOST COMMONS and the Members by devoting said funds and property to the acquisition, construction, alteration, maintenance, repair and operation by any manner or method whatsoever of any and all land, properties, improvements and services within or without LIMBERLOST COMMONS which may be necessary or desirable or beneficial to the general common interests of LIMBERLOST COMMONS and its Members. The Association may borrow money in such amounts and at such rates upon such terms as is necessary or appropriate. The Association shall not be obligated to spend in any year any or all of the funds received by it in such year and may carry forward as surplus any balance remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association. The Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property or the Common Areas and shall maintain insurance for the Board for error and omissions. The Association shall accept full and complete responsibility for control management, maintenance and liability of all Common Areas including but not limited to, Association Land.

8. MAINTENANCE

8.1 Common Areas and Rights of Way. The Association shall maintain and otherwise manage all of the Common Areas, including, but not limited to, the landscape in walkways, paths and parking areas. The Association through its Board shall be the sole judge as to the appropriate maintenance of all Common Areas and other areas of the Property maintained by the Association. In the event that the need for maintenance or repair of Common Areas as maintained by the Association is caused by the willful or negligent act of any Member, Member's family, guests, invitees or designees, the costs associated therewith shall be added to and become a part of the Assessment to which such Member and Member's Lot is subject and secured by the Assessment Lien.

8.2 Detention Basin Maintenance. The Association shall be solely responsible for operation, maintenance and liability for drainage structures and detention basins, and shall have an Arizona Registered Professional Civil Engineer prepare a certified inspection report for the drainage and detention/retention facilities at least once each year, and these regular inspection reports will be on file with the Association for review by City Staff, upon written request. City Staff may periodically inspect the drainage and

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detention/retention facilities to vent' that scheduled and unscheduled maintenance activities are being performed adequately. The Association agrees to reimburse the City for any and all costs associated with maintaining the drainage and detention/retention facilities, should the City find the Association deficient in their obligation to adequately operate and maintain their facilities. The certified annual inspection report shall contain the following summaries: (a) either a statement that no maintenance work is needed at that time, or a list of repairs and work to be done to correct deficiencies or potential problems and/or to restore the aesthetics, followed by a letter of certification from an Arizona Registered Professional Civil Engineer stating that the recommended work has been satisfactorily completed; and (b) a statement either indicating that watershed conditions have not changed since the previous inspection report, or stating that specific changes have occurred which alter or eliminate some of the design features and affect the level of service of the drainage and detention/retention systems. The City Engineer is to be notified if watershed conditions have changed to the extent that drainage and detention/retention systems no longer satisfy the requirements of the Floodplain Regulations found in the Tucson Zoning Code.

8.3 Front Yard Landscaping and Maintenance. The Front Yard of any Lot (from the back of the curb to the front wall of the Dwelling) shall at all times be owned in fee simple by the Owner. Each Owner shall be liable for all costs of landscape, irrigation, design, planting, installation of landscape, irrigation and yard maintenance; except for initial landscaping and irrigation provided by the Declarant and/or Developer; provided, however, that no landscaping or irrigation shall be commenced, installed or maintained upon a Lot until plans and specifications for same shall have been submitted to and approved in writing by the Board or by the Architectural Control Committee of the Association.

8.4 Rear Yard Landscaping and Maintenance. The Rear Yard of any Lot shall at all times be owned in fee simple and maintained solely and exclusively by the Owner of the Lot and no maintenance or other obligations regarding the Rear Yard of a Lot shall be assumed or borne by the Association. Notwithstanding anything to the contrary above, any Rear Yard landscaping or irrigation shall not be commenced, installed or maintained until plans and specifications for same shall have been submitted to and approved in writing by the Board and the Architectural Control Committee of the Association.

9. ARCHITECTURAL REVIEW COMMITTEE

9.1 Establishment. The Declarant shall establish an Architectural Review Committee to perform the functions of the Architectural Review Committee as described in this Declaration and shall adopt the procedural rules and regulations for the performance of such duties by the Architectural Review Committee, including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration, the Plat or CCR's. The Architectural Review Committee shall consist of such number of regular members as the Declarant may designate and such members shall be appointed by the Declarant. The appointees need not be architects or owners and do not need to possess any special qualifications of any type except as the Declarant in its discretion may require. The Architectural Review Committee shall hold regular meetings and a quorum for such meetings shall consist of a majority of the

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regular members and a concurrence of a majority of the regular members shall be necessary for any decision of the Architectural Review Committee. The Architectural Review Committee shall follow the guidelines as set forth in this Declaration and CCR's in rendering its decision and developing its rules and decision of the Architectural Review Committee shall be final on all matters submitted to it pursuant to this Declaration.

9.2 Fee. The Board may establish reasonable processing fees to defer the cost of the Architectural Review Committee in considering any requests for approval submitted to it which fee shall be paid at the time the request for approval is submitted.

9.3 Appointment of Architectural Review Committee Members. Architectural Review Committee members are appointed by the Declarant and may be replaced at the discretion of the Declarant. Declarant's right to appoint Architectural Review Committee members shall cease and the Board shall be vested in that right and all of the rights of the Declarant pertaining to the Architectural Review Committee at such time as the Declarant no longer owns any property at LIMBERLOST COMMONS or when such right is expressly relinquished by Declarant to Board in writing, whichever first occurs

10. RIGHTS AND POWERS OF ASSOCIATION

10.1 Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant may encompass any and all things which a natural person could do on which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration, that are necessary, desirable or convenient for effectuating the purpose set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours. The Association, as the agent and representative of the Owners shall have the right to enforce the CCR's set forth in this Declaration and/or any and all covenants, restrictions, reservations, charges, servitudes assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which shall have been executed pursuant to or subject to the provisions of this Declaration or otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant.

10.2 Contracts With Others for Performance of Association's Duties. Subject to the restrictions and contracts and transactions with others, including Declarant and its affiliate companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee as employed by or otherwise connected with Declarant through its affiliates, provided such fact is disclosed and the contract is fair and reasonable.

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10.3 Change of Use of Association Land and Procedure Therefore. Upon the adoption of a resolution by the Board stating that in the Board's opinion the then-present use of a designated part of the Association Land or The Association's interest in the Common Areas is no longer in the best interests of the Owners and upon the approval of such resolution by a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for such purpose, the Board shall have the power and right to change the use and in connection therewith construct, reconstruct, alter or change the improvements thereon in any manner deemed necessary by the Board to accommodate the new use, provided such use shall be for the benefit of the Owners and consistent with the CCR's or zoning regulations restricting the use and Common Areas..

10.4 Ad Valorem Taxes. The Association shall be responsible for the payment of taxes on the Common Areas and Association Land. Each Lot shall be responsible for their pro rata share of any taxes so assessed and said taxes may be added to the Assessment as that term is used herein.

11. GENERAL PROVISIONS

11.1 Term. The covenants, conditions and restrictions of this Declaration shall remain in full force and effect for a period of ninety-nine (99) years from the date this Declaration is recorded. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each unless terminated by a written and recorded instrument approved by the Owners pursuant to the procedure set forth below for amendments to this Declaration.

11.2 Amendments. This Declaration may be amended by an instrument in writing signed and acknowledged by the Owners of two-thirds (2/3) of the Lots, and such amendment shall be effective upon its recordation with the Pima County Recorder. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the superior right, so long as Declarant is the Owner of at least one (1) Lot to amend this Declaration by a written amendment signed only by the Declarant and then recorded.

11.3 Enforcement and Non-Waiver.

(a) Enforcement. Except as otherwise provided herein, any Owner or Declarant (so long as Declarant owns at least one (1) Lot), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations on liens, now or hereafter imposed by provision of this Declaration.

(b) Violations and Nuisances. Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, or any Owner or group of Owners within the subdivision.

(c) Violation of Law. Each and every provision of this Declaration and any amendment hereto, shall be subject to all governmental zoning and building ordinances and subdivision regulations and any future amendments thereto.

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(d) Remedies Cumulative. Each remedy provided by these CCR's is cumulative and not exclusive.

(e) Waiver. Failure by Declarant or by any Owner to enforce any of the provisions of these CCR's at anytime, shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of these CCR's.

11.4 Mortgagee Protection. Notwithstanding any other provisions or this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any deed or trust or mortgage upon a Lot or Dwelling Unit made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage, such Lot or Dwelling Unit shall remain subject to this Declaration, as amended.

11.5 Construction.

(a) Governing Law. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the subdivision. This Declaration shall be construed and governed by the laws of the State of Arizona.

(b) Restriction Severable. Notwithstanding the provisions of the foregoing paragraph, 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 or 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 said 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 or 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.

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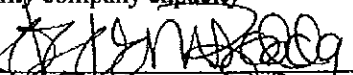
11.6 Savings Clause. Notwithstanding anything herein to the contrary, Developer shall have full and complete authority to perform such acts which it deems necessary for the development and sale of Lots within the subdivision.

11.7 Binding Effect. By acceptance of a deed for acquiring any ownership interest in any of the Property included within this Declaration, each Person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his 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 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 interest that all restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and 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 and year first above written.

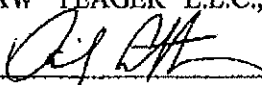
DECLARANT:

LAWYERS TITLE AGENCY OF ARIZONA, L.L.C., an Arizona limited liability company, AS TRUSTEE UNDER TRUST NUMBER 18119-T, AND NOT IN IT'S limited liability company capacity

By 
 Its TRUST OFFICER

DEVELOPER:

CUTSHAW YEAGER L.L.C., an Arizona limited liability company

By 
 Its MEMBER

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STATE OF ARIZONA)

) ss.

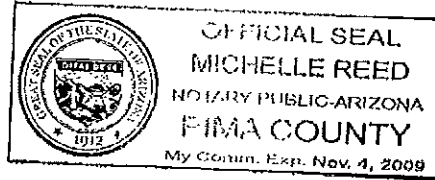
COUNTY OF PIMA)

On this 3 day of April, 2009 before me the undersigned Notary Public, personally appeared Joyce M. Radda in his/her capacity as Trust Officer of Lawyers Title Agency of Arizona, L.L.C., an Arizona limited liability company, as Trustee under Trust No. 18119-T, and not in its limited liability company capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Michelle Reed

My Commission Expires: 11/4/09



STATE OF ARIZONA)

) ss.

COUNTY OF PIMA)

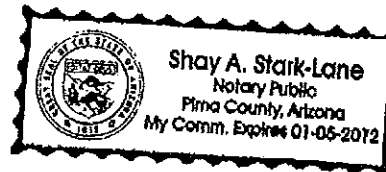
On this 3rd day of April, 2009, before me, the undersigned Notary Public, personally appeared David P. Cutshaw, in his capacity as Member of Cutshaw Yeager L.L.C., an Arizona limited liability company.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Notary Public [Signature]

My Commission Expires:

Jan. 5, 2012



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