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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
INTERSTATE 10 AND KOLB ROAD**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS is executed this 25th day of August, 2008, by West Kolb, LLC an Arizona limited liability company, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the Owner of certain real property in the County of Pima, State of Arizona, which is more particularly described as:

Interstate 10 and Kolb Road, Lots 1 thru 114 and Common Area "A" (open space/recreational) and Common Area "B" (basin/drainage), recorded in Book 164 of Maps and Plats at Page 5 thereof, Pima County Records

Lots 1 through 114 and Common Areas "A" and "B" shall hereinafter be referred to as the "Covered Property," and are subject to the terms and provisions hereof.

B. The Covered Property shall be legally known as Interstate 10 and Kolb Road and Declarant desires to see that it be developed as a planned community.

C. Declarant (as hereinafter defined) proposes to construct improvements upon the Properties (as hereinafter defined), and to sell and convey the same, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereafter set forth, each of which is for the benefit of the Properties and the subsequent owners thereof.

D. Declarant desires and intends that the Covered Property shall be held, sold and conveyed subject to the provisions hereof, which are for the purpose of protecting the value, desirability, attractiveness and character of the Covered Property and which shall run with all of the property. This Declaration shall be binding on all parties having any right, title or interest in the Covered Property, or any part thereof, and shall inure to the benefit of the aforementioned parties and their successors and assigns.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have following meanings:

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1.1 "Agency" or "Agencies"

Shall mean any of the Federal Housing Administration (FHA), Veterans Administration (VA), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and any other governmental agency or financial institution insuring or guaranteeing residential loans, or purchasing such loans on the secondary market.

1.2 "Annexable Property"

Shall mean any or all real property near or adjacent to the Covered Property, within one-half mile thereof, and which may be annexed pursuant to the provisions hereof.

1.3 "Annual Assessments"

Shall mean the annual assessments levied by the Board pursuant to Section 8.2 of this Declaration.

1.4 "Architectural and Landscape Review Committee" or "ARC"

Shall mean the committee(s) formed pursuant to ARTICLE IV of this Declaration. Such committee may also be governed in part by the Restrictive Covenant.

1.5 "Architectural and Landscape Review Guidelines" or "ARC Guidelines"

Shall mean the rules and regulations adopted, amended and supplemented by the Declarant and Architectural and Landscape Review Committee pursuant to Section 4.2 of this Declaration. Such guidelines may also be limited or governed in part by the terms of the Restrictive Covenant.

1.6 "Articles"

Shall mean the Articles of Incorporation of the Association, as amended or restated from time to time.

1.7 "Assessments"

Shall mean all Annual Assessments, Maintenance Assessments and Special Assessments, and shall include any late charges secured by the Assessment Lien.

1.8 "Assessment Lien"

Shall mean the charge and continuing servitude and lien against a Lot for payment of Assessments as described in Section 8.1 of this Declaration.

1.9 "Assessment Period"

Shall mean each period for which Assessments are to be levied against a Lot pursuant to this Declaration, as more particularly described in Section 8.3 below.

1.10 "Association"

Shall mean "Interstate 10 and Kolb Road Homeowners Association," an Arizona nonprofit corporation, its successors and assigns.

1.11 "Association Rules"

Shall mean the rules and regulations adopted by the Association pursuant to Section 6.3 of this Declaration.

1.25 "Developer Owner"

Shall mean a Person in the business of developing, leasing and/or selling real property, who has acquired four or more Lots within the Covered Property in connection with, and in the course of, such business, for the purpose of developing, leasing or selling Lots. A Developer Owner shall include a land trust, land banker, optionor or a similar entity or nominee developing, owning or selling land for ultimate construction of Dwelling Units or buildings.

1.26 "Dwelling Unit"

Shall mean any building, or part thereof situated upon a Lot and Intended for use and occupancy as a residence by a Single Family.

1.27 "Eligible Mortgage Holder"

Shall mean a First Mortgagee who has in writing requested notice of material amendments or actions to be taken pursuant to the provisions hereof granting to such First Mortgagees the right of objection or approval.

1.28 "Event of Foreclosure"

Shall mean the foreclosure, the acceptance of a deed in lieu of foreclosure, or the transfer of title by trustee's deed at a trustee's sale in regard to a mortgage, deed of trust or other encumbrance inferior in priority to an Assessment Lien.

1.29 "First Mortgage"

Shall mean any mortgage or deed of trust on any Lot with the first priority over any other mortgage or deed of trust encumbering such Lot.

1.30 "First Mortgagee"

Shall mean the holder of any First Mortgage.

1.31 "Governing Documents"

Shall mean this Declaration, the Articles of Incorporation and Bylaws of the Association, the Architectural and Landscape Review Guidelines and the Association Rules, as same may from time to time be amended.

1.32 "Improvement"

Shall mean any structure or improvement, including any Dwelling Unit or modification thereof, any patio, outbuilding, pool, wall, path, driveway, excavation, landscaping, fixture, antennae, satellite system, fence, coping, awning, sunshade, flagpole, or other structure or improvement or appurtenance, and including decorative or aesthetic changes, such as color changes or changes to materials.

1.33 "Lot"

Shall mean an area of real property designated as a numbered "Lot" on any recorded subdivision plat.

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- 1.34 "Maintenance Assessments"** Shall mean the Assessments, if any, levied by the Board pursuant to Section 8.8 of this Declaration.
- 1.35 "Member"** Shall mean any Owner or Person entitled to Membership, including Declarant for so long as Declarant is a Class A or Class B Member.
- 1.36 "Membership"** Shall mean the rights and duties of Owners, including Declarant so long as Declarant is a Class A or Class B Member, with respect to the Association.
- 1.37 "Non-Developer Owner"** Shall mean any Owner who is not a Developer Owner
- 1.38 "Occupant"** Shall mean any Person, other than an Owner, occupying a Lot, or any portion thereof or building or structure thereon, as a Resident, Tenant, licensee or otherwise, other than on a merely transient basis.
- 1.39 "Owner"** Shall mean the record holder of legal title to the fee simple interest in any Lot or, in the case of a recorded "contract" (as that term is defined in A.R.S. § 33-741(2)), the holder, of record, of the purchaser's or vendee's interest under said contract, but excluding others who hold such title merely as security, such as any trustee under a deed of trust. An Owner shall include any Person who holds record title to a Lot in joint ownership or as an undivided fee interest.
- 1.40 "Person"** Shall mean a corporation, partnership, limited liability company, joint venture, individual, trust or any other legal entity.
- 1.41 "Plat"** Shall mean a recorded subdivision plat for the Covered Property, and any amendment or resubdivision thereof, and in the event of successive plats for portions of the Covered Property, the term shall include all such plats unless the context clearly indicates otherwise.
- 1.42 "Resident"** Shall mean:
- 1.42.1 each Owner who resides on the Covered Property and the members of the immediate family of each Owner who reside on the Covered Property;
- 1.42.2 each Tenant who resides on the Covered Property and the members of the immediate

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Owner or Occupant, as the case may be, for any period during which an Assessment remains delinquent, or for a period not to exceed 60 days for any single infraction of this Declaration, the Association Rules, or the ARC Guidelines (provided such suspension shall not be limited if the infraction remains uncured);

Limitation of Guests

3.1.3 The right of the Association to limit the number of guests of an Owner or Occupant who may use the Common Area; and

Regulation, Mortgages and Conveyances; Power of Association

3.1.4 The right of the Association to regulate use of the Common Area in accordance with this Declaration, and, in addition to Declarant's reserved rights, to mortgage or convey portions of Common Area with the affirmative vote or written consent, with or without a meeting, of Declarant and Owners representing at least two-thirds (2/3rds) of the total votes held by Class A Members.

Broad Reserved Powers of Declarant

3.1.5 Notwithstanding the foregoing, the Association may at any time convey, and the Declarant may cause the Association to convey, minor, insignificant, or immaterial portions of Common Area (such as those caused by encroachment areas, boundary line discrepancies, survey errors and other such matters), and portions of Common Area determined by Declarant to be more burdensome or costly to own than the concomitant benefit to the Association would warrant, and such conveyance may be made without the consent or vote of any other Person or Member, should Declarant or the Board determine that such conveyance or transfer is in the best interests of the Association or Covered Property. Furthermore, Declarant may at any time resubdivide Common Area into Lots or other Common Area or dedicated land, and may cause the Board or Association to execute such instruments as may be necessary to cause such resubdivision or dedication, and no consent or approval shall be required of any other Members nor shall a meeting of Members be required. Without limitation, a portion of Common Area B may be dedicated to the public or easements created thereon to assure continuity of access along Continental Links Drive (or by whatever name designated) through and beyond the Covered Property, including to other property being developed by Declarant.

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area upon which such easements exist and which have been accepted by the Association. The limit and extent of any such easement shall be determined by the ARC.

ARTICLE IV

ARCHITECTURAL AND LANDSCAPING RESTRICTIONS AND CONTROL

**4.1 Control By
Declarant of All
Architectural and
Landscaping Matters**

***Reserved Rights of
Declarant***

4.1.1 Broad Reserved Rights of Declarant. Each and every Owner, and all other Persons, by accepting a deed or otherwise having ownership, possession or control over any Lot agrees that Declarant, as the initial entity planning for the development of the Covered Property, and as an initial Owner of all or portions of the Covered Property, has a vital and legitimate interest in seeing the Covered Property developed in a manner consistent with Declarant's wishes and plans, as those plans may from time to time change.

Approval Required

4.1.2 All Development to be Approved. In accordance with the foregoing, and as more specifically set forth below, no development, construction, grading, improvement, landscaping or other work or alteration of any land or improvement shall be commenced unless and until Declarant has given its prior written approval of same, which approval may be granted or denied in the sole and absolute discretion of Declarant. Declarant intends to and shall in writing, as more specifically set forth below, delegate certain or all of its rights of review and approval to the ARC, which shall be a committee of the Board, though Declarant may retain certain rights of review and approval. In any case in which Declarant has not assigned or delegated rights of review and approval to the ARC, the Association shall nevertheless, with Declarant's approval, have full rights of enforcement of the provisions hereof, and may take legal and other action against any Owner, Person or entity, or their agents, contractors and subcontractors, who may be in violation of the provisions hereof or of the ARC Guidelines, or who may have acted without approval of Declarant. Declarant shall have full rights and authority to cause the Association to take such action and to expend Association funds and resources in pursuit thereof, it being acknowledged that the Association and Members are or shall be benefited by such enforcement or other action.

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of Design

provisions to ensure that Dwelling Units and other Improvements are constructed with a pleasing variety of compatible designs, including variations in rooflines, colors, materials and textures. Colors used for Improvements within the Covered Property shall be consistent with the City of Tucson Department of Urban Planning and Design "Sonoran Desert Colors Handout", attached hereto as Exhibit A.

Adoption and Force and Effect of Rules and ARC Guidelines

4.2.3 Force and Effect. The ARC Guidelines shall have the same force and effect as the Association Rules.

4.3 Power and Duties Upon Assignment to ARC

After such time as Declarant shall have assigned its right of review and approval to the ARC, it shall be the duty of the ARC to consider and act upon all proposals or plans submitted to it pursuant to the provisions hereof, to adopt the ARC Guidelines, with the approval of Declarant or the Board, as applicable, to perform any other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

4.4 Obligation to Obtain Approval

Mandatory Submittal

4.4.1 Mandatory Submittal of Plans and Specifications. Except as otherwise expressly provided in this Declaration, without the prior written approval of Declarant or the ARC, as applicable, of plans and specifications prepared and submitted to such committee in accordance with the provisions of this Declaration and the ARC Guidelines:

(a) No improvements, alterations, repairs, excavation, grading, landscaping or other work shall be done which in any way alters the exterior appearance of any property or improvements thereon from their natural or improved state; and

(b) No building, fence, exterior wall, pool, roadway, driveway or other structure, improvement or grading shall at any time be commenced, erected, maintained, altered, changed or made on any Lot.

Landscaping

4.4.2 Landscaping. No exterior trees, bushes, shrubs, plants or other landscaping shall be planted or placed upon the Covered Property except in compliance with plans and specifications therefor which have been submitted to and approved by Declarant or the ARC in accordance with the ARC Guidelines, and except for

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replacements of plants previously approved and which remain acceptable in accordance with the then current ARC Guidelines.

Changes and Deviations

4.4.3 Changes or Deviations. No material changes or deviations in or from the plans and specifications for any work to be done on the Covered Property, once approved by Declarant or the ARC, shall be permitted without approval of the change or deviation by Declarant or by the ARC, as applicable.

Verbal Statements

4.4.4 Verbal Statements. In no event shall Declarant or the ARC be bound by any verbal statements, no single member thereof having the right to bind the committee.

4.5 Organization of Architectural and Landscape Review Committee

The ARC shall be deemed a committee of the Board. All members of the ARC, and all persons acting on its behalf shall be appointed and removed solely by Declarant so long as Declarant is a Member of the Association, unless such rights are in writing waived by Declarant. Thereafter, the right of appointment shall rest with the Board. A member shall not be required to satisfy any particular qualification for membership and may be a member of the Board, an officer of the Association, or an officer, agent or employee of Declarant.

4.6 Waiver and Variance

The ARC may grant variances and waivers from the requirements of the ARC Guidelines if it believes it is in the best interests of the Covered Property to do so, or if hardship justifies the variance. In addition, Declarant may at any time grant a variance or waiver. The approval by Declarant or the ARC of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval. So long as Declarant owns any portion of the Covered Property, any waiver shall require the written approval of Declarant.

No application or approval shall be required for any Improvement to be made within the Covered Property by Declarant or its authorized agents, affiliates or representatives.

vibration, radiation or pollution, or which constitutes a nuisance, or which is hazardous by reason of risk of fire or explosion, or which is otherwise materially injurious to the perceived value of any Lot; and

(b) any use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception or special use ordinance or regulation) of the United States, the State of Arizona, the County of Pima or any other governmental entity having jurisdiction over the Covered Property.

Plat Notes

5.1.2 Plat Notes. In addition to the restrictions contained herein, the Covered Property shall be subject to all applicable restrictions and limitations set forth on the Plat, and all Owners shall comply therewith.

Duty of Maintenance

5.1.3 Duty of Maintenance. Each Owner shall, at such Owner's sole cost and expense, except as otherwise provided herein, keep such Owner's Lot, including buildings, Improvements, private drives, easement areas and grounds thereon, in a well-maintained, clean, neat and attractive condition at all times and shall comply in all respects with all governmental health, fire and safety statutes, ordinances, regulations and requirements. Each Owner shall be solely responsible for all maintenance and repair of his or her improvements, including the Dwelling Unit, and including all walls and the roof of each Dwelling Unit. Each Owner shall be responsible for the maintenance and repair of all utility lines, including sewer, located within such Owner's Lot, and such maintenance obligation shall include maintenance and repair beyond the Lot boundary to the point of service line connection or junction in the adjacent street, Common Area or easement area.

No Improvement on any Lot shall be permitted to fall into disrepair and each such building and Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished to maintain a first class appearance of the Improvement. In the event any building or Improvement is damaged or destroyed, then, subject to approval in accordance with Article 4, such building or Improvement shall be immediately repaired, rebuilt or demolished by the Owner. If any Owner fails to make the necessary repairs, after receiving notice from the Board of the requirement to perform such repairs within the

acceptable. Each Owner consents thereto and agrees that title to the land lying within such incidental encroachments is deemed conveyed to the Owner of the Lot upon which the majority of the encroaching structure is built and such Owner shall have a right in perpetuity to maintain such encroachment.

Further Subdivision

5.1.9 Restriction on Further Subdivision, Property Restrictions and Rezoning.

(a) So long as Declarant is a Member of the Association, all subdivision plats must be submitted to and approved by Declarant before being recorded or approved by the Town, as applicable. Except for property owned by Declarant, after a subdivision plat has been approved, no Lot, or any portion of a Lot, shall be further subdivided and no portion less than all of the Lot shall be conveyed or transferred by any Owner without the prior written approval of the Declarant. The combining of a Lot or Common Area with an adjacent Lot or Common Area, where no additional Lot is created, and which is approved by Declarant or the Board, if applicable, shall not be deemed a resubdivision in accordance with the foregoing requirements.

(b) No proposed application for rezoning, variance or use permit for any portion of the Covered Property shall be made, filed, submitted to, or recorded with the Town or any other governmental authority or agency unless it has first been approved by Declarant so long as Declarant is a Member of the Association.

(c) Neither subsection (a) nor (b) shall apply to portions of the Covered Property owned by Declarant or to subdivision plats submitted or proposed by Declarant and pertaining to portions of the Covered Property owned by Declarant. Declarant may at any time, of its own volition, and with no other consent or approval required, resubdivide all or any portion of the Lots or Common Area.

(d) Declarant may at any time in writing relinquish all or a portion of its approval rights under this Section. After Declarant no longer is a Member of the Association, or after Declarant may have relinquished its rights under this Section, the Board shall succeed to the right to approve of subdivision plats, unless Declarant has

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assigned such right to one or more Persons, in which case the Board shall succeed to such rights only after such Persons no longer own any portion of the Covered Property.

**Maintenance of
Landscaping and
Driveways**

5.1.10 Maintenance of Landscaping and Driveways. Each Owner shall be responsible for the proper maintenance of all landscaping in the following locations:

(a) on the Owner's Lot (including set back areas);

(b) portions of the Common Area adjacent to an Owner's Lot and which are on the Lot's side of any wall erected on the Common Area; and,

(c) public right-of-way area between sidewalks and the street curb on the Owner's Lot, or other public or easement areas adjacent to the Owner's Lot, except that in the event the maintenance of such areas is the responsibility of the Association, a utility, or a governmental or similar authority, then only for so long as such entities are not undertaking such responsibility.

As used herein, maintenance shall include but not be limited to keeping the areas neatly trimmed, cultivated and free of trash, weeds and unsightly materials. All lawn areas shall be timely mowed needed to keep an even, well groomed appearance and shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive and free of weeds.

All trees, shrubs, plants and ground covers shall be timely and properly trimmed (including, without limitation, the removal of dead wood therefrom) according to their plant culture and landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced immediately.

All bed areas shall be kept free of weeds and cultivated periodically as needed. No area shall be over watered so as to create a risk of damage to nearby structures or Improvements. Landscaping may be required to be placed on a Lot within certain time frames

5.1.12 The Association shall at no time be dissolved while Common Area or open spaces remain the responsibility of the Association by state or local law.

***Nuisances, Dust Control
and Construction
Activities***

5.1.13 Nuisances; Dust Control; Construction Activities. No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any Lot so as to create a nuisance or render any such property or activity thereon unsanitary, unsightly or offensive. Each Lot shall be landscaped and maintained in a manner which will minimize the possibility of dust being transmitted into the air and over adjacent properties. Although normal construction activities shall not be considered a nuisance or otherwise prohibited, Lots must be kept in a neat and tidy condition during construction periods. No noxious or offensive activity shall be carried on or permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Persons or property in the vicinity of such Lot or which shall interfere with the quiet enjoyment of each of the Owners and Occupants. The Association may, but is not required, to take action to abate what any Owner may consider a nuisance.

***General Parking and
Street Parking
Regulations, etc.***

5.1.14 Vehicles and Parking. As used in this Section: (a) "Motor Vehicle" means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all terrain vehicle, utility vehicle, pickup truck or other motor vehicle; and (b) "Streets" means the streets and roadways as shown on the Plat.

Motor Vehicles owned, leased or otherwise controlled by an Owner, Occupant or Resident of a Lot must be parked in a garage situated on the Lot to the extent space is available in the garage for the parking of such Motor Vehicles. If space is not available in the garage, then Motor Vehicles owned, leased or otherwise controlled by an Owner, Occupant or Resident of a Lot may be parked on the driveway constructed as part of the initial construction of Improvements on the Lot. Parking of Motor Vehicles owned, leased or controlled by an Owner, Occupant or Resident of a Lot may only be parked on an approved driveway expansion area if space for the parking of such Motor Vehicles is not available in the garage or in the driveway constructed as part of the initial construction or Improvements on the Lot. The parking of a Motor Vehicle owned or leased by and Owner, Occupant or

Vehicle shall be constructed, reconstructed or repaired on the Streets or any other part of the Common Area.

The Board shall have the right and power to adopt rules and regulations governing and further restricting the parking of Motor Vehicles on Lots or the Streets and implementing the provisions of this Section, and establishing certain exceptions that may in certain cases be warranted. In the event of any conflict or inconsistency between the provisions of this Section and the rules and regulations adopted by the Board, the provisions of this Section shall control.

This Section shall not prohibit the parking of vehicles protected by A.R.S. § 33-1809.

Use of Garages

5.1.15 Use of Garages. Vehicles shall be kept in garages where adequate space exists, or in other designated parking areas. No garage doors shall be permitted to remain open except for a temporary purpose (such as during ingress or egress, or when the garage is physically occupied by an Owner or Occupant therein) and no less than two stalls in all garages shall be kept free of obstruction and available for parking of vehicles.

Commercial Vehicles

5.1.16 Commercial Vehicles. No vehicle shall be parked on the Covered Property if the exterior of the vehicle contains or exhibits any signage relating to a commercial enterprise or commercial activity that is visible from the exterior of such vehicle (and the vehicle is not kept in an approved enclosed garage), except such signage that is limited to the exterior driver or passenger door of such vehicle shall be permitted if the vehicle is used by the Owner as regular transportation in commuting to work.

No vehicle shall be permitted to park on a Lot, even if such vehicle otherwise qualifies under the preceding paragraph, or other provisions hereof, if such vehicle is used for a commercial enterprise or activity and such vehicle has ladders, work beds, lights and/or other commercial items attached to or hanging from such vehicle so as to be visible from the exterior of such vehicle (and the vehicle is not kept in an approved enclosed garage).

The foregoing restriction shall not apply to vehicles

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Model Homes

5.1.34 Model Homes. Nothing contained herein shall prohibit the construction and maintenance of model homes, sales offices, property management offices and parking incidental thereto by persons engaged in the construction, marketing, rental or management of Dwelling Units within the Covered Property, provided that the models are open only during reasonable hours and otherwise are in compliance with the provisions of this Declaration and ordinances of the Town. Except as otherwise approved in writing by the Board, all model homes and sales offices shall cease to be used as such at any time the owner (or lessee thereof as the case may be) is not actively engaged in the construction or sale of Dwelling Units within the Covered Property (provided that the foregoing portion of this sentence shall not apply to property management offices).

For such time as any model home is actively being used by Developer for the marketing and sale of Dwelling Units within the Covered Property, such model homes may also be used by Developer as a model home or sales office for the sale or rental of residences constructed by Developer not located within the Covered Property.

5.2 Variances

Declarant may, at its sole discretion, grant variances from the restrictions set forth in Article V hereof if Declarant determines:

5.2.1 Either that (a) a particular restriction would create a substantial hardship or burden on an Owner or Occupant and that such hardship is not attributable to the Owner's or Occupant's acts; or (b) a change of circumstances has rendered the particular restriction obsolete; and

5.2.2 the activity permitted under the requested variance will not have a substantially adverse effect on other Owners and Occupants.

Declarant may assign to the Board its right to grant and approve variances. Such assignment may be subject to terms, conditions, and limitations. Any request made to Declarant or to the Board, shall be made in writing and be accompanied by supporting documentation. Declarant or the Board shall approve or disapprove of requests,

promptly and in writing, as the particular circumstances may warrant. All decisions of Declarant or the Board shall be final and non-appealable. No variance granted by the ARC may be given that reverses or alters a decision made by Declarant unless Declarant shall consent thereto

5.3 Additional Restrictions

Declarant may require prior to the development of any Lot, the imposition of special conditions in additional covenants in any case where deemed appropriate in the sole and absolute discretion of Declarant, and may require adequate provision for assessments and maintenance of the subject property and improvements and such other provisions as are deemed proper.

5.4 Declarant's Exemption and Rights of Developer Owners

Nothing contained in this Declaration shall be construed to prevent the construction, installation or maintenance by Declarant or a Declarant Affiliate or their agents during the period of development and construction on the Covered Property of improvements, landscaping or signs deemed necessary or convenient by Declarant or a Declarant Affiliate, in its sole discretion, to the development or sale of property within the Covered Property. Declarant may assign, in whole or in part, its rights and privileges under this Section, and Declarant may grant, in its sole discretion, any similar rights and privileges to any Owner.

Notwithstanding any other provision of this Declaration to the contrary, a Developer Owner shall have the right to maintain model homes and sales offices on Lots owned or leased by the Developer Owner and to construct and maintain parking areas for the purpose of accommodating persons visiting such model homes and sales offices provided: (a) the plans and specifications for the model homes and sales offices, and related landscaping, have been approved in writing by the Reviewing Authority; (b) the location and design of the parking areas incidental to such model homes and sales offices has been approved in writing by the Reviewing Authority; (c) the opening and closing hours for such model homes and sales offices have been approved in writing by the Reviewing Authority; and (d) the construction, operation and maintenance of such model homes and sales offices otherwise complies with all provisions of this Declaration. Any home constructed as a model home shall cease to be used as a model home and any sales office shall cease to be used as a sales office at

however, that the limitations set forth in this Section shall, not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

6.5 Mergers or Consolidations

The Association shall have the right, power and authority to participate in mergers or consolidations with any other nonprofit corporation whose objectives, methods, and taxable status and format of operation are similar to those of the Association.

ARTICLE VII

MEMBERSHIPS AND VOTING

7.1 Votes of Owners

Every Owner of a Lot, including Declarant so long as it is a Class B or Class A Member, shall automatically be a Member of the Association and shall remain a Member for so long as such ownership continues. Each Class A Member shall have one (1) vote for each Lot owned. The Class B Member shall have three (3) votes for each Lot owned.

7.2 Membership is Appurtenant to Ownership

Each Owner's Membership in the Association shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable. There shall be only the Memberships for each Lot as are described herein. Joint ownership or ownership of undivided interests in any Lot as to which a Membership is established pursuant hereto shall not increase the number of Memberships or votes attributable to the Lot. Rather, the votes must be cast together in one unit.

7.3 Declarant

Declarant shall be a member of the Association for so long as it holds a Class A or Class B Membership.

7.4 Membership Classes

The Association shall have two classes of Members:

Class A Members

7.4.1 Class A. Class A Members shall be all Owners except Declarant, until the conversion of Declarant's Class B Membership to Class A Membership as provided below. Subject to the authority of the Board to suspend an Owner's voting rights in accordance with the provisions hereof, a Class A Member shall have the number of votes provided in Section 7.1.

Class B Member

7.4.2 Class B. The Class B Member shall be the Declarant. The Class B Membership shall terminate and

7.7 Control by Class B Member

Declarant, as the Class B Member, has the right to control the Association. Such control shall exist by virtue of the right, as provided herein, to amend this Declaration, and to appoint Directors of the Association, as well as their replacements in the event of death, removal, resignation or otherwise. Additionally, Declarant may appoint the ARC, and may veto amendments to the Declaration or other Governing Documents proposed to be made by the Class A Members. The Class B Member and Declarant shall have such additional and other rights and powers as are set forth herein or in other Governing Documents, including the right to disapprove of actions of the Board.

7.8 Transfer of Membership

The rights, duties and obligations of a Class A Member cannot and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of such Class A Member's Lot, and then only to the transferee thereof. Such transfer may be effected by deed, intestate succession, testamentary disposition, foreclosure, or other legal process authorized under Arizona law. Any attempt to make a non-approved form of transfer shall be void. Any transfer of ownership in a Lot shall operate to transfer the Membership appurtenant to ownership to the new Owner.

ARTICLE VIII

ASSESSMENTS AND CREATION OF LIEN

8.1 Creation of Assessment Lien; Personal Obligation of Lot Owner

Each Owner by acceptance of a deed therefor (whether or not it should be so expressed in any such deed or other instrument) is deemed to covenant and agree, to pay to the Association the Assessments. The amount and time for payment of Assessments shall be determined by the Board pursuant to this Declaration and the Articles and Bylaws. In determining the amount of the Assessments, the Board may give such consideration as it determines appropriate to any surplus funds or other revenue balances held by the Association from prior years and the Board shall be entitled to establish such reasonable reserves for the Association as it deems appropriate.

Assessments, together with interest thereon and the costs and reasonable attorneys' fees, if any, incurred by the Association in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing servitude and lien upon

the Lot against which such Assessments are made and, in addition, shall be the personal obligation of the Owner of such Lot at the time when such Assessments become due and payable. This provision shall be subject to such limitations as are imposed by A.R.S. § 33-1807.

8.2 Annual Assessments

The Association by and through the Board shall determine and levy the Annual Assessments for the purposes set forth hereinbelow. The Annual Assessments levied by the Association shall be used to accomplish the duties and purposes of the Association within the Covered Property, to pay the costs of administration of the Association and the maintenance of the Common Area, to establish reasonable reserves, and to otherwise further the interests of the Association as the Board deems appropriate.

Subject to the limitations hereof, and such limitations as exist at law, the Board may, during an Assessment Period, revise the amount of the Annual Assessment in order to meet expenses which exceed the amounts previously budgeted by the Association and collect such increased Annual Assessment in accordance with the provisions hereof.

8.3 Annual Assessment Period

Except as otherwise provided herein below, the Assessment Period shall be the calendar year. The Board may, in its sole discretion, from time to time, change the Assessment Period. The initial Assessment Period shall commence upon conveyance of the first Lot from Declarant to an Owner, and shall terminate on December 31 of the same year. The Annual Assessments shall be prorated for the initial Assessment Period. Without limitation, Assessments shall commence upon initial conveyance to any Person or entity, other than Declarant or to a Declarant Affiliate.

If any installment permitted for the payment of Assessments is not paid when due, the Board may accelerate the entire Annual Assessment or other Assessment. Late fees and interest may be added to the Delinquent Amount of any Assessment, as provided herein, and become a part thereof, and may continue to accrue interest thereon, all to the extent permitted by law. Delinquent payments shall, to the extent permitted by law, apply first to the principal amount of any delinquent Assessments, then to accrued interest, and then to late

If at the expiration of the specified time period the requisite corrective action has not been taken by the Owner, at the Owner's sole cost, the Board is authorized and empowered, subject to such notice and hearing as may be required by law, at its sole discretion, to cause corrective action to be taken or to commence appropriate legal action and the cost thereof, including court costs and attorneys, fees, shall be charged to the Owner as a Maintenance Assessment.

The Maintenance Assessment shall be added to and become a part of the Assessments to which the offending Owner and the Owner's Lot is subject, shall be secured by the Assessment Lien, and shall be due fifteen (15) days after written demand or notice by the Board.

In no case may any form of Maintenance Assessment be levied or charged with respect to Lots owned by Declarant.

This provision shall be subject to such limitations as are imposed by A.R.S. § 33-1807.

8.9 Fines and Penalties

If any Owner, his or her family, or any licensee, invitee, tenant or lessee violates the provisions hereof, or any provision of any of the ARC Guidelines or other rules of the Association, the Board after providing the Owner with notice of the violation and an opportunity for a hearing as required by law, may levy a fine upon the Owner, may suspend the violator's right to use the Common Area and may charge such Owner all costs incurred by the Association in connection with enforcement or other action taken by the Association, including attorneys fees and costs incurred. Such violation shall also be grounds for the Association, should it wish, to suspend the said rights of the Owner and its family members, guests and invitees. This Section shall be subject to such limitations as are imposed by A.R.S. § 33-1807.

The Board may establish a procedure for conducting hearings and imposing penalties. Any fines imposed against the Owner which are not paid within fifteen (15) days of notice of the due date, may be charged to the Owner of the Lot in question, and may be collected as provided by law.

In no event shall any fine be imposed for a default or violation of the Governing Documents, other than a failure to pay Assessments, without first affording the Owner notice and an opportunity for hearing. This Section shall be subject to such limitations as are imposed by A.R.S. § 33-1807.

8.10 Special Assessments

In addition to the Annual Assessments, the Board may levy a Special Assessment a) for the purpose of constructing improvements to Common Area; b) correcting an inadequacy in the Association's accounts; c) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement owned by the Association; or d) defraying other extraordinary expenses or paying other expenses the Board may deem appropriate, including increased expenses encountered by the Association in connection with new or expanded Common Area amenities or features, including such amenities or features within annexed land. The Board shall specify the effective date of any Special Assessment and may provide that the Special Assessment is payable in installments. Special Assessments shall be approved by the Class B Member so long as such Membership exists.

8.11 Billing and Collection Procedures

The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments. The failure of the Association to send a bill to an Owner shall not relieve such Owner of the Owner's liability for an Assessment. It shall be the responsibility of the Owner to inform the Association in writing of a change of address. The Association shall be under no duty to refund any payments received by the Association even if the ownership of a Lot changes during an Assessment Period. Any successor Owner shall be given credit for any non-refunded prepayments made by a prior Owner.

In case the Owner of a Lot having a right to pay a reduced payment amount as provided herein fails to notify the Board at such time as the payment amount should be increased, such Owner shall nonetheless be liable for the increased amount of the Assessment and such Owner's failure to notify the Board shall not relieve such Owner of the liability for such increased Assessment.

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8.14 Declarant's Exemption

Notwithstanding anything in this Declaration to the contrary, Declarant and any Declarant Affiliate shall be exempt from, and shall not be required to pay, Assessments of any nature for Lots owned by them. This exemption shall also apply to any Lot that, having been previously sold to a purchaser, has been deeded back to Declarant by foreclosure or deed in lieu of foreclosure.

8.15 Payment of Shortfalls or Deficiencies

In consideration of their reduced rate of assessment, Declarant, any Declarant Affiliates and any Developer Owners shall, for any given Assessment Period in which Declarant or such Declarant Affiliates or Developer Owners have paid less than the full Annual Assessment for each Lot owned by them, pay the actual shortfall or deficiency, if any, in necessary ordinary operating revenue to pay current ordinary expenses for the operation and maintenance of the Association and Common Area (i.e., only for actual budget deficits), but only up to the full Annual Assessment for each such Lot actually owned by Declarant, any Declarant Affiliate and any Developer Owner in the Covered Property.

In the event of a shortfall or deficiency, Declarant and each Declarant Affiliate shall first pay up to 50% of the otherwise applicable Annual Assessment for each Lot owned by them. Thereafter, if any shortfall or deficiency remains, Declarant and each Declarant Affiliate and Developer Owner shall pay their ratable share of same, up to the full amount of the Annual Assessment for each Lot owned by them.

For purposes of this Section 8.15, a shortfall or deficiency shall exist if current ordinary and budgeted expenses of the Association are greater than the revenues of the Association from all sources for the Assessment Period in question; provided, however, that neither Declarant, or any Declarant Affiliate or Developer Owner shall be liable for any shortfall or deficiency created by any decrease in the amounts of the Annual Assessments from those charged during any prior year, which decrease was not approved by Declarant, nor for any shortfall or deficiency incurred after expiration of the Declarant Control Period. Declarant and any Declarant Affiliate or Developer Owner may at any time at their sole discretion elect to cease paying the shortfall or deficiency, if any, and to pay instead up to the full Annual Assessment for each Lot owned by Declarant, a Declarant Affiliate or a Developer Owner. Declarant's and any Declarant Affiliate's or

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10.2 Standard of Care

The Association shall use a reasonable standard of care in providing for the repair, management and maintenance of the Common Area so that the Covered Property will reflect a high degree of pride of ownership. The Board shall be the sole judge as to the appropriate level of maintenance of all Common Area.

ARTICLE XI

RIGHTS AND POWERS OF ASSOCIATION

11.1 Rights, Powers and Duties of the Association

In addition to the rights and powers of the Association set forth in the Governing Documents, the Association shall have such rights and powers and duties as may be reasonably necessary in order to effect all the objectives and purposes of the Association as set forth herein. A copy of the Governing Documents shall be available for inspection at the office of the Association during reasonable business hours. To the extent development may be governed by that the Development Agreement, the Association shall in performing its duties and functions comply with the specific terms thereof that pertain to the Association.

11.2 Rules and Regulations

In addition to the right to adopt, amend and repeal rules and regulations (the "Rules") on the matters expressly mentioned elsewhere in this Declaration, the Association, acting through the Board, shall have the right to adopt, amend and repeal rules and regulations, as a part of the Rules, with respect to all other aspects of the Association's rights, activities and duties, provided such rules and regulations are not inconsistent with the provisions of the Governing Documents. Upon adoption, the Association's Rules shall be enforceable in the same manner as this Declaration and shall have the same force and effect as if they were set forth in and were a part of this Declaration.

11.3 Association's Rights of Enforcement

The Association shall have the right, but not the obligation, to enforce the provisions of this Declaration and all any Additional Covenants that shall have been executed pursuant to or subject to the provisions of this Declaration. If the Association shall fail or refuse to enforce the provisions of this Declaration or the Additional Covenants after receipt of written request to enforce from any Owner, then any Owner shall have the right and authority, but not the obligation, to enforce the provisions of this Declaration.

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assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it.

13.1.2 Prior to the Association or any Member commencing any proceeding to which Declarant, any Declarant Affiliate, or beneficiary thereof, is a party, including but not limited to an alleged defect of any improvement, Declarant and each Declarant Affiliate shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

**13.2 Alternative Method
for Resolving
Disputes**

Declarant, Developer, its beneficiaries, members, partners, officers, directors employees and agents; the Association, its officers, directors and committee members; all Persons subject to this Declaration, including all Owners and Members of the Association, its officers, directors employees and agents; and any Person not otherwise subject to this Declaration but who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 13.3 (singularly, "Claim," and collectively, "Claims") to the procedures set forth in Section 13.4.

13.3 Claims

Unless specifically exempted below, all claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based including but not limited to, claims by, between or among Declarant or Developer and any Owner, arising out of or in any way relating to the Covered Property or any Lot, or relating to any home or house built thereon, or to any agreements or duties or liabilities as between any Bound Parties relating to the Covered Property or any home or house thereon, or regarding the use or condition of the Covered Property or any home or house thereon, or to the design or construction of or any condition on or affecting the Covered Property, including without limitation construction defects, surveys, soils conditions, grading, specifications, installation of improvements, or disputes which allege strict liability, negligence or breach of implied, express or statutory warranties as to the condition of any portion of the

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Covered Property, or any home or house thereon shall be subject to the provisions of 13.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of 13.4:

(a) any suit by the Association against any Bound Party to enforce the provisions hereof pertaining to assessments, fines or charges;

(b) any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions hereof;

(c) any suit between or among Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

(d) any suit in which any indispensable party is not a Bound Party.

With the consent of all parties hereto, any of the above identified in this Section may be submitted to the alternative dispute resolution procedures set forth herein.

13.4 Mandatory Procedures

13.4.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually, as a "Party" or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(c) the proposed remedy; and

(d) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the

of competent jurisdiction, the remaining provisions shall be unaffected.

ARTICLE XIV

ANNEXATION AND DE-ANNEXATION

14.1 Annexation of Annexable Property

Declarant may, in its sole discretion, at any time and from time to time up to the date which is twenty-five (25) years after the date this Declaration is recorded, annex to the Covered Property any Annexable Property. To effect such annexation, a Declaration of Annexation covering the Annexable Property (or the applicable portion or portions thereof) shall be executed and recorded by Declarant.

The recordation of such Declaration of Annexation shall constitute and effectuate the annexation of the Annexable Property (or the applicable portion or portions thereof) described therein as of the date of recordation or such later date, if any, as may be set forth in such Declaration of Annexation, making such Annexable Property (or the applicable portion or portions thereof) and the Owners and Occupants thereof subject to this Declaration and the jurisdiction of the Association as of the date of recordation or such later date, if any, as may be set forth in such Declaration of Annexation. In addition to the foregoing, and notwithstanding any decision not to annex the Additional Property or any portion thereof, Declarant may grant easements for ingress, egress, utilities, and other purposes for the benefit of such Annexable Property, all on terms deemed by Declarant to be reasonable, and easements shall be deemed reserved over and across all streets and roads in favor of any land not annexed.

14.2 Declarations of Annexation

The annexations authorized under this Section shall be made by recording a Declaration of Annexation, which instrument may contain additional covenants, conditions, restrictions, easements or other terms. The portions of Annexable Property annexed in accordance with this Section shall thereupon become fully a part of the Covered Property subject to all provisions of this Declaration (including, but not limited to, provisions hereof regarding Assessments).

A Declaration of Annexation may contain such complementary additions to and modifications of this Declaration as may be necessary to reflect the different

any land.

Such Additional Covenants shall be recorded and shall be binding upon Declarant, the Association, the ARC and each Owner and Occupant. Declarant shall deliver a true and complete copy of any such Additional Covenants to the Association within a reasonable time after recordation thereof. After conveyance of a Lot to an Owner thereof, de-annexation of such land or the imposition of Additional Covenants thereon shall require the consent of such Owner.

16.2 Enforcement Rights

Each Owner (including Declarant, so long as Declarant is an Owner) shall have the right and authority, but not the obligation, to enforce the provisions of this Declaration.

16.3 Interpretation of the Covenants

Except for judicial construction and as hereinafter provided, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration, including without limitation, the land use restrictions in Article V hereof. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration.

16.4 Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

16.5 Change of Circumstances

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

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to bind Declarant, the Association or Developer with respect to the preservation of any view from any Lot or any view of a Lot from any other property.

16.8 Assumption of Risk

Neither the Association, the members of the Board, the officers of the Association, the management company of the Association, nor the Declarant nor any Developer, shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or Occupant of any Lot or any tenant, guest or invitee of any Owner or Occupant or for any property of any such persons. Each Owner and Occupant of a Lot and each tenant, guest, and invitee of any Owner or Occupant shall assume all risks associated with the use and enjoyment of the Covered Property, including all Common Area.

Neither the Association, the members of the Board, the officers of the Association, the Association's management company nor the Declarant nor Developer shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Covered Property. Each Owner and Occupant of a Lot and each tenant, guest, and invitee of any Owner or Occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence or malfunction of utility lines or utility sub-stations and further acknowledges that neither the Association, the members of the Board, the officers of the Association, the Association's management company nor the Declarant nor Developer have made any representations or warranties, nor has any Owner or Occupant, or any tenant, guest, or invitee of any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

No provision hereof, or of the articles of incorporation or bylaws of the Association, or of the ARC Guidelines, shall be interpreted as creating a duty of the Association, the members of the Board, the officers of the Association, the management company of the Association or the Declarant or Developer to protect or further the health, safety, or welfare of any Person, even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title

to his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Covered Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands, and causes of action against the Association, the Board, the Association's management company, and the Declarant and Developer, their directors, officers, committee and board members, employees, agents, contractors, subcontractors, successors, and assigns arising from or connected with any matter for which the liability has been disclaimed.

16.9 Successors and Assigns

Any reference in this Declaration to Declarant shall include any successors or assignees of all or a specified portion of Declarant's rights and powers hereunder. Any such assignment shall be evidenced by a recorded instrument executed by Declarant and its successor or assignee whereby such rights and powers (or any specified portion thereof) are specifically assigned.

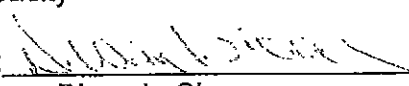
16.10 Notices

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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on the date set forth on page one of this Declaration.

Executed this 25th day of August, 2008

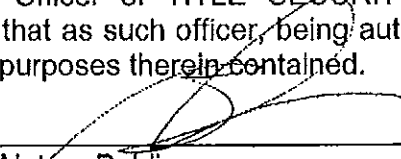
TITLE SECURITY AGENCY OF ARIZONA, an Arizona Corporation, as Trustee Under Trust No. 1048, only and not in its corporate capacity

By: 
Name: Diane L. Sloane
Title: Trust Officer

121-0000 000-121

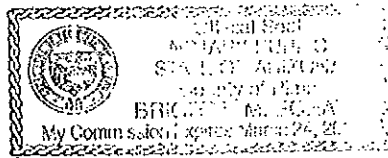
STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 31st day of August, 2008, by Diane L. Sloane, as Trust Officer of TITLE SECURITY AGENCY OF ARIZONA, an Arizona Corporation, and that as such officer, being authorized to do so, execute the foregoing instrument for the purposes therein contained.

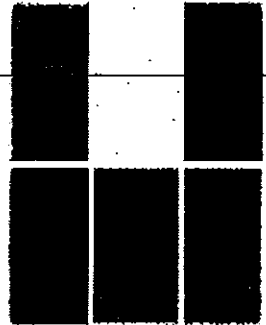


Notary Public

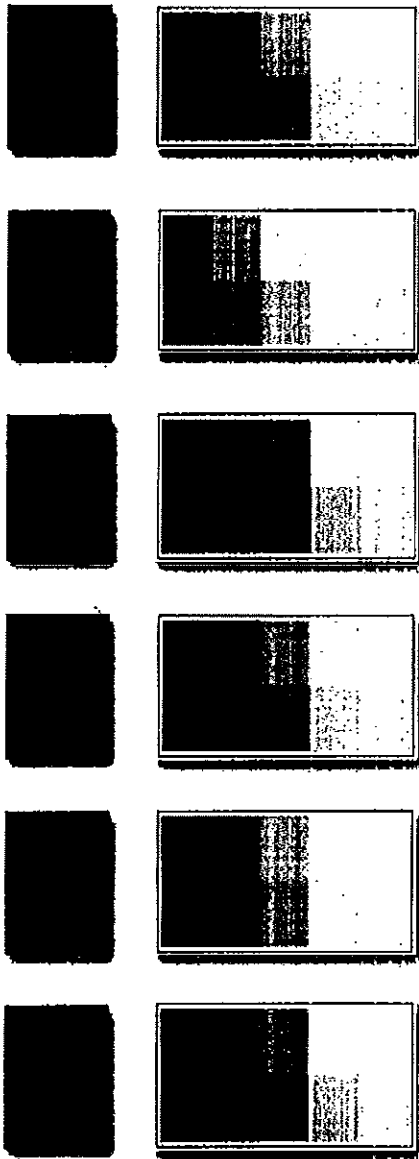
My commission expires: _____



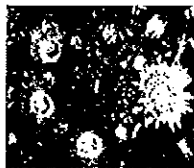
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"The beauty of the region's setting, a desert basin surrounded by mountain ranges and foothills calls for development design which is environmentally sensitive and compatible with the natural landscape." (City of Tucson General Plan)



In recent decades the majority of development in Tucson has been constructed with shades of brown and beige. This has created subdivisions in which houses have similar colors and commercial storefronts that are indistinguishable from each other. The City of Tucson General Plan, several neighborhood and area plans, and the Design Guidelines Manual discuss the importance of development that uses the colors of the natural environment.



The Sonoran Desert is one of the most diverse ecosystems in the world. This diversity is not only represented in the different types of animal and plant species, but also in the colors that are present in the desert valley and surrounding mountains. These colors consist of a variety of shades including blues, yellows, oranges, greens, purples and reds. This handout was created to showcase and promote the incorporation of all Sonoran Desert colors into the base and/or accent colors of building design.

Sonoran Desert Colors

City of Tucson

TUCSON 000314



Department of
**URBAN PLANNING
& DESIGN**

Maintenance Checklist for Drainage Structures

Drainage System Features	X	Problems	Conditions to Check For	Conditions That Should Exist
General		Trash & debris building in basin.	Dumping of yard wastes such as grass clippings and branches into basins. Unsightly accumulation of nondegradable materials such as glass, plastic, metal, foam and coated paper.	Remove trash and debris and dispose as prescribed by the City of Tucson.
		Trash rack plugged or missing	Bar screen over outlet more than 25% covered by debris or missing.	Replace screen. Remove trash and debris and dispose as prescribed by the City of Tucson.
		Fire hazard or pollution	Presence of chemicals such as natural gas, oil and gasoline, obnoxious color, odor or sludge noted.	Find sources of pollution and eliminate them. Water is free from noticeable color, odor or contamination.
		Vegetation not growing or is overgrown.	For grassy detention/retention basins, grass cover is sparse and weedy or is overgrown.	For grassy detention/retention basins, selectively thatch, aerate and reseed. Grass cutting unnecessary unless dictated by aesthetics.
		Rodent holes.	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water pipe through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. Contact Pima County Health Department for guidance.
		Tree growth	Tree growth does not allow maintenance access or interferes with maintenance activity (e.g. slope mowing, silt removal, or equipment movements). If trees are not interfering with access, leave trees alone.	Trees do not hinder maintenance activities.
Side slopes of pond		Erosion on berms or at entrance or exit	Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage over 2 inches deep and where there is potential for continued erosion.	Find causes of erosion and eliminate them. Then slopes should be stabilized by using appropriate erosion control measure(s): e.g., rock reinforcement, planting of grass, compaction.
Storage area		Sediment build-up in basins	Accumulated sediment that exceeds 10% of the designed basin depth. Buried or partially buried outlet structure probably indicates significant sediment deposits.	Sediment cleaned out to designed basin shape and depth: basin reseeded if necessary to control erosion.
Basin dikes		Settlements	Any part of dike, which has settled 4 inches lower than the design elevation.	Dike should be built back to the design elevation.

Tucson 000-15