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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHRIDGE VILLAS

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EXHIBIT "B"

674-222 2000-1

EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHRIDGE VILLAS

RECITALS

WHEREAS the parties whose signatures are attached hereto and incorporated herein by reference ("Owners") own certain lots in Northridge Estates, a subdivision of Pima County, according to the plat recorded in Book 14 of Maps and Plats at Page 14 in the office of the Recorder for Pima County, Arizona legally described as follows:

See Exhibit "B" attached ("Bound Property");

WHEREAS, pursuant to Arizona Revised Statute § 33-440, said Owners mutually desire to establish covenants, conditions and restrictions that shall bind themselves and their successors in interest and shall run with the Bound Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Bound Property;

WHEREAS, said Owners mutually desire that the Bound Property be subject, in all respects, to the Arizona Planned Community Act (A.R.S. § 33-1801, *et seq.*);

WHEREAS, said Owners mutually desire to submit the Bound Property to the following covenants, conditions and restrictions which shall replace and supersede any and all covenants, conditions and restrictions that have been heretofore recorded against the Bound Property;

NOW THEREFORE, Owners, by their signatures attached hereto and incorporated by reference here, declare that the Bound Property shall be subject to the following covenants, conditions and restrictions, the terms and provisions of which shall supersede all previously recorded covenants, conditions and restrictions and which shall run with the Bound Property and be binding upon all parties having or acquiring any right, title or interest in or to any part of the Bound Property and that the Bound Property shall be subject to the Planned Community Act (A.R.S. § 33-1801, *et seq.*).

ARTICLE I

DEFINITIONS

1.1 Assessment. "Assessment" shall mean any annual or special assessment levied against a Lot pursuant to Article III, including late charges, reasonable collection costs and attorney's fees and costs incurred in collection of same.

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1.2 Articles. "Articles" shall mean the Restated and Amended Articles of Northridge Villas Neighborhood Association, Inc., as same may be amended from time to time.

1.3 Association. "Association" shall mean the Northridge Villas Neighborhood Association, Inc., an Arizona nonprofit corporation.

1.4 Board. "Board" shall mean the board of directors of Northridge Villas Neighborhood Association, Inc..

1.5 Bound Property. "Bound Property" shall mean the real property set forth in Exhibit "B" attached hereto and incorporated by reference herein and any real property which becomes subject to this Declaration pursuant to the provisions of Section 8.12 of this Declaration.

1.6 By-laws. "By-Laws" shall mean the Amended and Restated By-laws of Northridge Villas Neighborhood Association, Inc., as same may be amended from time to time.

1.7 Common Area. "Common Area" shall mean the real and personal property owned by the Association (including, but not limited to, N. Northridge Circle, N. Northridge Place, N. Campaña Drive, N. Campaña Circle and N. Crestridge Drive), any easements in favor of the Association, and such real and personal property as the Association may own in the future.

1.8 Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Northridge Villas, as same may be amended from time to time.

1.9. Dwelling Unit. "Dwelling Unit" shall mean the residence constructed on a Lot.

1.10 Lot. "Lot" shall mean each separately-owned parcel of land legally described in Exhibit "B."

1.11. Member. "Member" shall mean a member of the Northridge Villas Neighborhood Association, Inc..

1.12 Mortgage. "Mortgage" means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

1.13 Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot except persons holding an interest merely as security for the performance of an obligation.

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Section 2.3 Board of Directors. The affairs of the Association shall be conducted by a board of directors whose qualifications and terms shall be as provided in the Association's By-laws. Unless this Declaration specifically requires the vote or consent of the Owners, the Board may do or cause to be done any act on behalf of the Association.

Section 2.4 Common Area. The Association shall control, maintain and otherwise manage the Common Area. Every owner shall have a non-exclusive right of enjoyment in the Common Areas subject to any Rules and Regulations. The Association may not lease, transfer, convey, release, hypothecate or otherwise encumber the Common Area or any portion thereof without the affirmative vote of two-thirds (2/3) of Owners eligible to vote and voting in person or by absentee ballot at a duly held meeting. Notwithstanding any provision contained herein to the contrary, the Board may, without prior approval of Owners, grant and convey to any person or entity easements or rights of way in, on, over or under the Common Area or any portion thereof, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder (i) roads, streets, walks, pathways, driveways, bridges, parkways and park areas; (ii) temporary overhead or permanent underground lines, cables, wires, conduits or other devices for the transmission of utilities; (iii) sewers, storm drains, and water pipes; and (iv) any similar public or quasi-public improvements or facilities.

Section 2.5 Voting Rights. Each Lot is entitled to one (1) vote in any matter submitted to a vote by the Membership. The vote for each Lot must be cast as a unit and fractional votes shall not be allowed. In the event that a Lot is owned by more than one person and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he/she was acting with the authority and consent of all other owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular Lot, none of the votes shall be counted and all of the votes for such Lot shall be deemed void.

Section 2.6 Personal Liability. No director or officer of the Association, and no other person acting on behalf of the Board shall be personally liable to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence in the discharge of such person's duties and responsibilities under this Declaration provided such person acted in good faith.

Section 2.7 Indemnification. To the fullest extent permitted by law, every director, officer, and committee member shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of and at the request of the Association may, in the discretion of the Board, be indemnified by the Association.

Section 2.8 Rules and Regulations. The Board of Directors may, from time to time and consistent with the provisions of this Declaration, adopt, amend and repeal rules and regulations ("Rules and Regulations") that govern the use of the Common Area and set forth procedures relating to any provisions of this Declaration. Once adopted, the Rules and Regulations shall have the same force and effect as if they were set forth herein and were a part of this Declaration.

Section 2.9 Suspension of Member Rights. In addition to all other remedies provided for in this Declaration, or at law or in equity, the Association may suspend an Owner's right to vote and/or use the Common Area recreational facilities (i) during any period in which the Owner is delinquent in the payment of an Assessment or (ii) if the Owner is in breach of the Declaration or Association Rules, for a period of sixty (60) days or until such breach is cured (whichever is longer), but only after providing the Owner with notice and an opportunity to be heard by the Board regarding the breach.

ARTICLE III ASSESSMENTS

Section 3.1 Annual Assessments. An annual assessment shall be levied by the Association against each Lot in such an amount and payable in such installments as the Board shall determine. Annual assessments shall be used to pay the operating expenses of the Association, to provide for such reserves as the Board, in its sole discretion, shall determine, to promote the health, safety and welfare of the Owners, to maintain the Common Area, and to discharge the Association's duties under this Declaration and other agreements to which the Association is or may be a party. The annual assessment against each Lot for any given year shall not be increased by an amount that is greater than twenty percent (20%) of the preceding annual assessment unless approved by the Owners of a majority of the Lots. The annual assessment, together with late charges, costs of collection, and reasonable attorneys' fees (collectively, "Assessment") shall be a charge and continuing lien upon the Lot against which each such Assessment is made, and shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 3.2 Special Assessments. A special assessment may be levied against each Lot, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of the Common Area, or to defray any unanticipated or underestimated expense normally covered by annual assessments. Any such special assessment shall require the affirmative vote of at least two-thirds (2/3) of the Owners eligible to vote and voting at a meeting duly held for such purpose.

Section 3.3 Effect of Non-payment of Assessments. The annual and special assessments shall be due and payable by the Owners in such manner and at such time as the Board shall designate. If not paid within fifteen (15) days after its due

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Section 3.5. No Offsets. There shall be no offset against the amount of any annual or special assessment permitted for any reason, including, without limitation, a claim that (i) the Association or the Board is not properly exercising its duties and powers as provided in the Declaration; (ii) annual assessments for any period exceed Association expenses; or (iii) an Owner's abandonment of his Lot.

ARTICLE IV
MAINTENANCE; INSURANCE; DESTRUCTION OF PROPERTY

A. Except as otherwise specifically provided herein, each Owner shall be responsible for the maintenance, repair, and upkeep of his Lot and the Dwelling Unit thereon, including, but not limited to irrigation systems, all plumbing and electrical lines and equipment, as well as the connection lines from the Lot to the main collection sewer line in the street and the electric lines connecting to the electric power transformer or other connection to the main power source.

C. Each Owner shall be responsible for maintaining, in a neat and attractive manner that conforms to the general level of maintenance of other Lots, the landscaping on the Lot except for weed control which shall be the responsibility of the Association. All trees and other vegetation on a Lot shall be maintained by

the Owner thereof so that no portion of any tree or other vegetation shall encroach upon or create a nuisance upon any other Lot.

D. If any Owner fails to maintain any portion of the exterior of his Lot or the improvements thereon in a neat, clean and attractive manner that conforms to the general level of maintenance of other Lots, the Association, after providing the Owner with written notice of the offending condition and a reasonable opportunity to correct same, shall have the right to enter the Lot without being deemed guilty of any trespass and perform the maintenance and repairs not performed by the Owner. The cost of any such work performed by or at the request of the Association, including any attorneys' fees incurred by the Association relating to the matter, shall be paid by the offending Owner upon demand and such amounts shall constitute a lien against his Lot collectible in the same manner as an Assessment.

Section 4.2. Maintenance by Association.

A. The Association shall maintain, repair and replace the Common Area and the post lights along the streets.

B. The Association shall be responsible for the maintenance and repair of certain portions of the Dwelling Units and Lots which shall be limited to the following:

(i) Painting the exterior portion of the Dwelling Units (including wood trim and downspouts, but excluding any metal window frames, metal doors and metal ornamental/security bars);

(ii) Painting the exterior portion of the patio walls on the Lots;

(iii) Painting the interior and exterior of carports and the exterior of enclosed garages; and

(iv) Repairing minor cracks in the exterior stucco of the Dwelling Units but only to the extent that such repairs are included without charge in the Association's painting contract.

The Association shall determine the color(s) of paint to be used in performing maintenance under this Section.

C. The Association shall provide for weed control on each Lot.

Section 4.3 Party Walls. The rights and duties of Owners with respect to any wall constructed upon the boundary line between two (2) adjacent Lots ("Party Wall") are as follows:

A. Each Owner of a Lot with a Party Wall will assume the burden and be entitled to the benefits recited in this Section and, to the extent it is consistent with this Section, the general rules of law regarding party walls will be applied;

B. Each Owner of a Lot with a Party Wall will have reciprocal easements for support and an equal right to use such Party Wall provided that the use by one Owner does not interfere with the use and enjoyment of the Party Wall by the other Owner;

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

D. In the event any Party Wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his/her agents, guests or family, including ordinary wear and tear and deterioration from lapse of time, then in such event, both Owners will promptly rebuild or repair the Party Wall to its former condition the cost of which shall be equally shared by the Owners;

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

F. In the event of a dispute between Owners sharing a Party Wall, the dispute shall be submitted to the Board and its decision will be binding upon such Owners.

Section 4.4 Insurance.

A. Association. The Association shall purchase and maintain certain insurance including, but not limited to, the following:

(i) Multi-Peril. A multi-peril type policy covering all of the Common Area including any improvements thereon, providing such coverage in kind and amounts customarily acquire for projects similar in construction, location and use;

(ii) Liability. A comprehensive policy of public liability insurance covering the Common Area for personal injury, death or property damage. The scope and amount of such coverage shall be such as are customarily acquired or required for projects similar in construction, location and use.

(iii) Other. Such other insurance as the Board shall determine from time to time to be desirable.

B. Owner. Each Owner shall be required to carry an adequate multi-peril policy for the Dwelling Unit on his Lot and shall, upon demand of the Association, provide a certificate of insurance for same.

Section 4.5 Damage or Destruction.

A. Lots. In the event of damage or destruction to any Lot or the improvements thereon due to fire or other adversity or disaster, the Owner thereof shall promptly repair and restore the Lot to substantially the same condition as existed prior to such damage or destruction as soon as reasonably practicable.

B. Common Area.

(i) In the event of damage or destruction of any Common Area due to fire or other adversity or disaster, the Association shall promptly repair, replace and rehabilitate all structures and things damaged or destroyed to a condition substantially similar to their prior condition to the extent practicable, and any insurance proceeds payable from policies procured by the Association on account of any loss or damage to Common Area shall be used to defray the cost of such loss or damage.

(ii) In the event that damage is caused to the Common Area by an Owner, his tenants, guests or invitees, either intentionally or otherwise, such Owner shall be responsible for reimbursing the Association for the costs of repairing or replacing the damaged portion of the Common Area and such amounts shall constitute a lien against such Owner's Lot and shall be collectible in the same manner as an Assessment.

ARTICLE V EASEMENTS

Section 5.1 Association Easement. The Association (and its agents and employees) shall have the right, after reasonable notice to an Owner and at reasonable hours, to enter upon such Owner's Lot for the purpose of performing the Association's maintenance responsibilities under this Declaration, or for any other purpose reasonably related to the Association's rights and duties under this Declaration.

Section 5.2. Easement for Utilities and Maintenance. There is a blanket easement upon, across, over and under the Property for the installation, repair and maintenance of roads, walkways, sanitary sewer installations, water, electric, gas, cable lines, telephone lines, drainage facilities, and similar public or quasi-public

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improvement or facilities. No utility or service line may be installed or relocated on the Property unless approved in writing by the Board.

Section 5.3. Easement for Encroachments. Each Owner has an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment of an improvement due to engineering errors, errors in original construction, settlement, shifting of buildings, or any other similar cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligation of an Owner to maintain and repair the improvement shall not be altered in any way by said encroachment, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful misconduct of said Owner. In the event a Lot is partially or totally destroyed and then repaired or rebuilt, minor encroachments over adjoining Lots or Common Area shall be permitted and there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

Section 5.4. Common Utility Right. Whenever sanitary sewer, water, electric, gas, television, telephone, or other utility connections or lines located on a Lot serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event of any dispute between Owners with respect to the repair or reconstruction of such connections or lines, the matter will be submitted to the Board and its decision shall be final and binding on the parties.

Section 5.5. Right to Use and Enjoyment of Common Area. Subject to the provisions of Section 2.9 of this Declaration, each Lot Owner shall have, appurtenant to his Lot, a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the right of any other Lot Owners and subject to the Association's Rules and Regulations. Each Owner may delegate his right of enjoyment in the Common Areas as set forth above to his lessees or other occupants of his Lot.

Section 5.6. Owner's Easement for Repairs. In the event of damage to or destruction of any portion of a Lot or Party Wall, the Owner thereof shall have an easement of reasonable access into any adjacent Lot, upon reasonable notice to the adjacent Lot owner and at a reasonable time, for purposes of performing repairs or reconstruction to the Lot or Party Wall required under this Declaration.

ARTICLE VI ARCHITECTURAL CONTROL

Section 6.1 Approval Required. No building, fence, wall or other structure may be commenced, erected, or placed on or removed from any Lot nor shall any excavation, construction, or alteration, which in any way alters the exterior appearance of any Lot or the improvements thereon (including, but not limited to, exterior painting in a different color and the installation or removal of landscaping)

A. The existence or operation of the Home Occupation is not apparent by sound, sight or smell from outside of the Lot;

B. The Home Occupation conforms to all zoning requirements for the Property;

C. The Home Occupation does not involve frequent or annoying traffic by persons coming on the Property who do not reside therein or door to door solicitation of residents in the Property;

D. The Home Occupation is consistent with the residential character of the Property and does not constitute a nuisance or hazard, nor threaten the security, safety or well being of other residents of the Property;

E. No Home Occupation may involve heavy equipment or machinery, manufacturing, drilling, burning, or conversion of any garage into a business office or room except with the prior written approval of the Board; and

F. No Home Occupation may result in any change in the exterior appearance of the Lot or involve signs, buildings, or structures in addition to the residence.

Section 7.2. Housing for Older Persons. It is intended that the Property shall be considered as "housing for older persons" as defined by the laws of Arizona and by the federal Housing for Older Persons Act of 1994 and all subsequent amendments thereto, and shall meet the following requirements:

A. At least eighty percent (80%) of the Lots shall be occupied by at least one person fifty-five (55) years of age or older.

B. No persons under the age of eighteen (18) years shall reside in the Property for more than thirty (30) days in any calendar year; provided, however, that a child under the age of eighteen (18) residing in the Property at the time this Declaration is recorded, whose name and age has been registered with the Association in writing within thirty (30) days after the date this Declaration is recorded, shall be exempt from this restriction.

C. The Association shall establish procedures to insure compliance with the state and federal Fair Housing Acts, and any other legislation or governmental regulations pertaining to this section.

Section 7.3 Nuisance; Unsightly Articles. No rubbish or debris of any kind shall be allowed to accumulate or be placed on any Lot so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to other occupants within the Property, and no noise, condition, or activity shall exist on any Lot which is or may be unsightly, offensive or detrimental to other residents within the Property. No firewood, clotheslines, weeds, trash, litter, junk, boxes, containers,

bottles, cans, implements, machinery, lumber, stacked firewood being stored outside the patio wall, or any other building materials shall be permitted to remain exposed upon any Lot so as to be Visible from Neighboring Properties except as necessary during a period of construction. The Board shall have the right to determine, in its sole discretion, whether any act or condition on a Lot constitutes a nuisance, including an Owner's failure to maintain his Lot and the improvements thereon in a neat and attractive condition. Any violation of a federal, state or municipal law shall be deemed a nuisance.

Section 7.4 Leasing. Each Owner shall have the right to lease his Lot subject to the provisions of Section 7.2 above and any Rules and Regulations established by the Association to ensure compliance therewith. No Owner may lease less than his/her entire Lot and the residence situated thereon, and there shall be no subleasing of residences or assignments of leases. Each and every lease shall be to a Single Family only. Owners shall be liable for violations of this Declaration and/or the Rules and Regulations by the Owner's lessee(s), the lessee's guests and the lessee's invitees, and in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

Section 7.5 Signs. No signs shall be erected, placed or permitted to remain on any Lot except for (i) one (1) "for sale" or "for rent" sign (no larger than 18" by 24" with one rider not exceeding 6" by 24"); (ii) political signs as set forth in A.R.S. § 33-1808; (iii) such signs as are required by legal proceedings; and (iv) such signs as are approved in writing by the Board.

Section 7.6 Tanks. No tanks of any kind shall be erected or permitted in the front or side yard of any Lot without the written approval of the Board.

Section 7.7 Trash. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size, and style approved by the Association. Trash containers shall be maintained so as not to be Visible from Neighboring Property except when placed out for collection and then only for the shortest time reasonably necessary to effect such collection. The Association may contract with a single trash collection provider for all of the Lots, the cost of which shall be part of the annual assessment to which each Lot is subject.

Section 7.8 Vehicles; Recreational Equipment.

A. **Parking.** No vehicle may be parked on the street overnight without the prior written approval of the Association.

B. **Recreational Equipment; Trucks.** No trailer, camper, mobile home, commercial vehicle (other than a vehicle exempted under A.R.S. § 33-1809 or which has signs or markings that the Board determines are unobtrusive), pick-up truck with a capacity exceeding one (1) ton, boat or similar vehicle or equipment shall be permitted on any portion of the Property other than in an enclosed garage

except temporarily (less than twenty-four (24) hours) for the limited purpose of loading and unloading passengers or property or in connection with work being performed upon a Lot or Common Area. No noisy, smoky or off-road vehicles (excluding SUV's used as passenger vehicles) shall be operated on the Common Area except as may be reasonably necessary for the performance of the Association's maintenance responsibilities under this Declaration.

C. Repairs; Inoperable Vehicles. No vehicle may be repaired on any Lot or the Common Area except for emergency work or minor repairs requiring less than one day's work. No inoperable or unregistered vehicle may remain on any portion of a Lot of Common Area that is Visible from Neighboring Properties.

Section 7.9 Animals. No animals, including but not limited to horses, livestock, poultry, or bees, shall be kept or maintained on any Lot; provided, however, that no more than a reasonable number of generally-recognized household pets may be kept on each Lot as long as such pets are not kept for commercial purposes, do not make objectionable noises and are not kept in such number or manner as to otherwise cause a nuisance or inconvenience to any residents within the Property and are kept in compliance with all existing applicable local ordinances. The Board shall have the right to determine, in its sole discretion, whether certain household pets, their number, or the manner in which they are kept constitute a nuisance on any Lot and may require the owner of such pets to remove them from the Lot. All animals must be kept under leash or otherwise controlled at all times when outside of a Dwelling Unit and shall not be kept outside of a Dwelling Unit overnight. It is the responsibility of each pet owner to clean up after his pet on his Lot and in the Common Area.

Section 7.10 Antennas; Satellite Dishes. No exterior antenna or other device for the transmission or reception of television, radio or other signals (except television antennae and fixed wireless devices that are one (1) meter or less in diameter) shall be erected or maintained on any Lot without the Association's prior written approval. Television antennae and fixed wireless devices that are one (1) meter or less in diameter should be installed so as not to be Visible from Neighboring Properties and should be painted to match the improvements on the Lot (if such painting does not void the device's warranty) so long as an acceptable signal can be obtained.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Term and Amendments. This Declaration shall be effective upon the date of its recording, and as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date this Declaration is recorded in the official records of Pima County, Arizona and thereafter, shall be automatically extended for successive periods of ten (10) years each; provided, however, that this Declaration may be amended or terminated at any time by the affirmative vote or written consent of Owners representing at least sixty-seven percent (67%) of the Lots. Any amendment of this Declaration approved by the Owners shall be executed

and acknowledged by the President and Secretary of the Association, who shall certify that the amendment was made in accordance with this Section, and shall become effective when recorded in the official records of Pima County, Arizona.

Section 8.2 Management Agreements. All administrative obligations of the Association set forth in this Declaration may be delegated to a managing agent under a management agreement. Any agreement for professional management or any other contract providing for similar services shall provide for termination by the Association with or without cause upon no more than thirty (30) days' written notice.

Section 8.3 Effect of Breach; Attorney's Fees. This provisions of this Declaration may be enforced by law or in equity by the Association or any Owner. The Association may impose reasonable monetary penalties against an Owner for any breach of this Declaration or the Rules and Regulations after providing the Owner with notice and an opportunity to be heard regarding the breach. If an Owner fails to comply with a written request by the Association to bring his Lot or conduct into compliance with the Declaration or Rules and Regulations and the Association retains an attorney in an effort to bring about such compliance, the breaching Owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Association which amounts shall be secured by the assessment lien to which such Owner's Lot is subject as set forth in Article III hereof. If any such dispute results in litigation, the prevailing party in such action shall be entitled to an award of its reasonable attorney's fees and costs incurred in the matter.

Section 8.4 Conflicts. In the event of any conflict between this Declaration, the Articles or the By-laws, this Declaration shall control. In the event of any conflict between the Articles and the By-laws of the Association, the Articles shall control.

Section 8.5 Interpretation. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction and/or interpretation of the provisions this Declaration shall be final, conclusive, and binding as to all persons and property benefitted or bound hereby.

Section 8.6 Waiver. Failure of the Association or any Owner to enforce any of the provisions of this Declaration shall not constitute a waiver of the right to enforce such provisions of this Declaration thereafter.

Section 8.7 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any Mortgage upon a Lot made in good faith for value and recorded prior to the recording of such amendment, provided that after the foreclosure of any such Mortgage, such Lot will remain subject to this Declaration, as same may be amended from time to time.

NORTHRIDGE VILLAS NEIGHBORHOOD ASSOCIATION, INC., an Arizona nonprofit Corporation

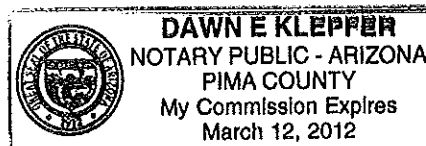
By: [Signature]
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

ACKNOWLEDGED before me this 6th day of August, 2010 by John Leo Biggers, President of Northridge Villas Neighborhood Association, Inc., an Arizona nonprofit corporation.

[Signature]
Notary Public

My commission expires: 3-12-2012



By: [Signature]
Its: Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

ACKNOWLEDGED before me this 7 day of August, 2010 by Linda Jean DeWeese, Secretary of Northridge Villas Neighborhood Association, Inc., an Arizona nonprofit corporation.

[Signature]
Notary Public

My commission expires: Oct 27, 2010

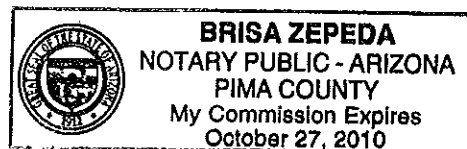


EXHIBIT "B"

LOT #1

EASTERN PORTION OF LOT 21 & NELY PORTION OF LOT 20 OF
NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona,
according to the plat of record in the office of the Pima County Recorder,
Book 108, Map 17, parcel 21E.

LOT #2

Those portions of Lots 18 and 19 of Northridge Estates, a subdivision of Pima County, Arizona, according to the Map or Plat thereof recorded in the office of the County Recorder of Pima County, Arizona, in Book 14 of Maps and Plats at Page 14 thereof, described as follows:

BEGINNING at the Southeast corner of Lot 18, thence South 89 degrees 46 minutes 33 seconds West, along the South line of Lot 18, 56.34 feet; Thence North 0 degrees 41 minutes 29 seconds West, 173.34 feet to a point on the South line of a 50-foot radius cul-de-sac from which the radius bears North 06 degrees 36 minutes 16 seconds East; Thence Easterly and Northeasterly along said curve to the left having a central angle of 99 degrees 06 minutes 16 seconds a distance of 86.48 feet to a point on the East line of Northridge Estates; Thence South 0 degrees 41 minutes 29 seconds East along said East line 225.01 feet to the Place of Beginning.

LOT #3

THAT PART OF LOT 8 OF NORTHRIDGE ESTATES SUBDIVISION AS
RECORDED IN BOOK 14 AT PAGE 14 OF MAPS AND PLATS IN THE
OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8:

THENCE SOUTH 58 DEG. 26 MIN. 23 SEC. WEST ALONG THE
NORTHERLY RIGHT OF WAY LINE OF CAMPANA DRIVE AS NOW
ESTABLISHED, A DISTANCE OF 47.80 FEET TO A POINT OF CURVE:

RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY
 ON A CURVE WHOSE RADIUS IS 600 FEET, A DISTANCE OF 130.53
 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUN NORTH 31 DEG. 33 MIN. 37 SEC. WEST, A DISTANCE

1900

OF 165.07 FEET TO A POINT ON THE NORTHERLY PROPERTY LINE OF LOT 8, AS NOW ESTABLISHED;

THENCE RUN NORTH 54 DEG. 42 MIN. 39 SEC. EAST, ALONG THE NORTHERLY LINE OF LOT 8 A DISTANCE OF 41.09 FEET TO A POINT;

THENCE RUN SOUTH 31 DEG. 33 MIN. 37 SEC. EAST, A DISTANCE OF 160.17 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CAMPANA DRIVE;

THENCE RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CAMPANA DRIVE, A DISTANCE OF 41.70 FEET TO THE TRUE POINT OF BEGINNING.

LOT #4

That part of Lots 15 and 16 of NORTHRIDGE ESTATES SUBDIVISION, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 14 of Maps, Page 14 described as follows:

Commencing at the Southeast corner of Lot 17 of said subdivision;

Thence North 2 degrees 27 minutes 51 seconds West along the West right of way line of NORTHRIDGE DRIVE, as now established, a distance of 254.00 feet to a point;

Thence South 89 degrees 46 minutes 33 seconds West, a distance of 102.33 feet to the True Point of Beginning;

Thence South 2 degrees 27 minutes 51 seconds East, a distance of 115.00 feet to a point;

Thence South 89 degrees 46 minutes 33 seconds West, a distance of 41.00 feet to a point;

Thence North 2 degrees 27 minutes 51 seconds West, a distance of 115.00 feet to a point;

Thence North 89 degrees 46 minutes 33 seconds East, a distance of 41 feet to the True Point of Beginning.

LOT #5

That part of Lot 11 of Northridge Estates Subdivision, Pima County, Arizona, according to the plat of record in the office of the County

Recorder of Pima County, Arizona, in Book 14 of Maps and Plats at page 14 more particularly described as follows:

Commencing at the Northeast corner of said Lot 11, said Point being the True Point of Beginning;

Thence Southwesterly along the West right of way lien of Campana Drive as now established, a distance of 62.64 feet to a point;

Thence South 89 degrees, 46 minutes, 55 seconds West a distance of 183.00 feet to a point;

Thence North 00 degrees, 13 minutes, 27 seconds West a distance of 116.88 feet to a point on the Northerly property line of Lot 11;

Thence along said Northerly property line of Lot 11 on a bearing of South 74 degrees, 23 minutes, 35 seconds East, a distance of 204.61 feet to the True Point of Beginning.

LOT #6

THAT PART OF LOT 18 OF NORTHRIDGE ESTATES, AS SHOWN BY SUBDIVISION MAP RECORDED IN BOOK 14 OF MAPS AT PAGE 14, RECORDS OF PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18; THENCE NORTH 2 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF LOT 18, 172.69 FEET TO THE BEGINNING OF A 20.0 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90 DEGREES; THENCE ALONG SAID CURBE 31.42 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 00 SECONDS EAST, 47.45 FEET; THENCE SOUTH 0 DEGREES 41 MINUTES 29 SECONDS EAST, 195.22 FEET TO A POINT ON THE SOUTH LINE OF LOT 18; THENCE SOUTH 89 DEGREES 46 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE 61.33 FEET TO THE PLACE OF BEGINNING.

LOT #7

That part of LOTS 7 and 8 of NORTHRIDGE ESTATES SUBDIVISION as recorded in Book 14 at page 14 of Maps and Plats in the Office of the County Recorder of Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of Lot 8, said corner being the True Point of Beginning; thence run North 53 degrees 26 minutes 23 seconds east, along the north right-of-way line of Campana Drive as now

2024-25

LOT #8

Those portions of lots 19 and 20, of NORTHRIDGE ESTATES, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 14 of Maps and Plats, page 14, described as follows:

BEGINNING at a point on the East line of Lot 20, North 00 degrees 41 minutes 29 seconds West, 1.39 feet from the Southeast corner of Lot 20;

THENCE South 0 degrees 41 minutes 29 seconds East, 166.38 feet to a point on a 50.0 radius curve concave to the Northeast from which the radius bears South 87 degrees 30 minutes West;

THENCE Northwesterly along said curve, 83.42 feet;

THENCE North 0 degrees 41 minutes 29 seconds West, 111.98 feet;

THENCE North 82 degrees 49 minutes 28 seconds East, 56,77 feet to the
PLACE OF BEGINNING.

LOT #9

THAT PORTION OF LOTS 24 AND 25, OF NORTHRIDGE ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 14 OF MAPS, PAGE 14, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 24;

THENCE SOUTH 58 DEGREES 30 MINUTES WEST ALONG THE
NORTH LINE OF LOT 24, A DISTANCE OF 3.17 FEET TO A POINT;

THENCE SOUTH 16 DEGREES 38 MINUTES 20 SECONDS EAST, A DISTANCE OF 121.00 FEET TO A POINT;

THENCE NORTH 58 DEGREES 30 MINUTES EAST, A DISTANCE OF 42.42 FEET TO A POINT;

THENCE NORTH 16 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 120.22 FEET TO A POINT ON THE NORTH LINE OF LOT 25;

THENCE ALONG THE NORTH LINE OF LOT 25 ON A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A DISTANCE OF 21.54 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 58 DEGREES 30 MINUTES WEST CONTINUING ALONG THE NORTH LINE OF LOT 25, A DISTANCE OF 17.50 FEET TO THE NORTHEAST CORNER OF LOT 24 AND THE PLACE OF BEGINNING.

LOT #10

Those portions of Lots 19 and 20 of NORTHRIDGE ESTATES, a subdivision of Pima County, according to the plat of record on file in the office of the County Recorder of Pima County, Arizona, in Book 14 of Maps, page 14:

Commencing at the Southeast corner of Lot 20;

Thence North 0 degrees 41'29" West, 1.39 feet;

Thence South 82 degrees 49'28" West, 56.77 feet to the TRUE PLACE OF BEGINNING;

Thence South 82 degrees 49'28" West, 41.32 feet;

Thence North 0 degrees 41'29" West, 131.65 feet;

Thence North 79 degrees 40'51" East, 41.62 feet;

Thence South 0 degrees 41'29" East, 133.95 feet to the TRUE PLACE OF BEGINNING.

LOT #11

That part of Lots 12 and 17, NORTHRIDGE ESTATES SUBDIVISION, according to the plat recorded in Book 14 of Maps and Plats, page 14, records of Pima County, Arizona, described as follows:

COMMENCING AT THE Southwest corner of Lot 12, said point being the TRUE POINT OF BEGINNING;

Thence Northeasterly along the Easterly right of way line of Campana Drive as now established, a distance of 56.43 feet to a point;

Thence North 89 degrees 46'33" East, a distance of 259.20 feet to a point;

Said point being on the Westerly line of that certain property conveyed to Malcohm Coldwell and Faith M. Coldwell, husband and wife as joint tenants with right of survivorship, recorded in Docket 3499, page 253;

Thence South 2 degrees 27'51" East, along said Westerly line of Coldwell property, a distance of 56.37 feet to a point on the South property line of Lot 17;

Thence along said South property line of Lots 17 and 12, a distance of 264.29 feet to the TRUE POINT OF BEGINNING.

LOT #12

Those portions of Lots 19 and 20 of NORTHRIDGE ESTATES, Pima County, Arizona, according to the plat of record in the Office of the Pima County Recorder in Book 14 of Maps and Plats at Page 14, described as follows: Commencing at the Southwest corner of Lot 20; thence North 0 degrees 41'29" West, 1.39 feet to a point, being the TRUE POINT OF BEGINNING; thence South 82 degrees 49'28" West, 56.77 feet to a point, said point being the Southeast corner of that certain parcel conveyed in Docket 3329 at Page 744; thence North 0 degrees 41'29" West and along the East line of said parcel, a distance of 133.95 feet to a point; thence North 79 degrees 49'51" East, a distance of 4.88 feet to the beginning of a curve to the left having a radius of 75 feet; thence on said curve 66.45 feet to a point on the East line of said Lot 20; thence South 0 degrees 41'29" East, 166.38 feet to the TRUE POINT OF BEGINNING.

LOT #13

THAT PART OF LOTS 12 AND 17 OF NORTHRIDGE ESTATES SUBDIVISION, PIMA COUNTY, ARIZONA, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, IN BOOK 14 OF MAPS AND PLATS AT PAGE 14, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 OF SAID SUBDIVISION;

THENCE NORTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CAMPANA DRIVE, AS SHOWN ON THE MAP OF SAID NORTHRIDGE ESTATES, IN BOOK 14 OF MAPS, PAGE 14, A DISTANCE OF 56.43 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 41.42 FEET;

THENCE NORTH 89 DEGREES 46'33" EAST, A DISTANCE OF 235.80 FEET;

THENCE SOUTH 72 DEGREES 33'14" EAST, A DISTANCE OF 17.01 FEET TO A POINT, SAID POINT BEING ON THE WESTERLY LINE OF THAT CERTAIN PROPERTY CONVEYED TO MALCOLM COLDWELL AND FAITH M. COLDWELL, HUSBAND AND WIFE, RECORDED IN DOCKET 3499 AT PAGE 253;

THENCE SOUTH 2 DEGREES 27'51" EAST, ALONG SAID WESTERLY LINE OF THE COLDWELL PROPERTY, A DISTANCE OF 35.86 FEET;

THENCE SOUTH 89 DEGREES 46'33" WEST, A DISTANCE OF 259.20 FEET TO THE TRUE POINT OF BEGINNING.

LOT #14

Those portions of Lots 20 and 21 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the map or plat of record in the office of the County Recorder in Book 14 of Maps and Plats at page 14, described as follows:

BEGINNING at a point on the Easterly right-of-way line of Northridge Drive, 15.25 feet Southerly from the Northwest corner of Lot 21;

THENCE North 62 degrees 32 minutes 40 seconds East, 83.58 feet;

THENCE South 10 degrees 19 minutes 09 seconds East, 139.85 feet;

THENCE South 79 degrees 40 minutes 51 seconds West, 41.0 feet to the beginning of a 20 foot radius curve to the right;

THENCE 30.07 feet along said curve to a point on the Easterly right-of-way line of Northridge Drive;

THENCE Northerly along the right-of-way line a distance of 97.11 feet to the POINT OF BEGINNING.

ANNALS

COMMENCING at the Southwest corner of Lot 12;

THENCE continue Northeasterly along said Easterly right way line, a distance of 41.27 feet to a point;

THENCE Southeasterly along a curve, whose radius is 65.00 feet and has a central angle of 13 degrees, 54 minutes, 03 seconds a distance of 15.77 feet to a point said point being the most Northerly corner of that certain property conveyed to Malcolm Coldwell and Faith M. Coldwell recorded in Docket 3499 at Page 253;

THENCE South 2 degrees, 27 minutes, 51 seconds East, along the Westerly line of Coldwell property, a distance of 25.31 feet to a point;

LOT #16

COMMENCING at the Southwest corner of Lot 12;

viii

Thence South 89 degrees 46 minutes 33 seconds West, a distance of 177.36 feet to a point;

Thence South 0 degrees 13 minutes 27 seconds East, a distance of 61.61 feet to a point in the south line of said Lot 11, distance 30 feet Easterly along said South line from the southwest corner thereof;

Thence North 89 degrees 46 minutes 33 seconds East, a distance of 174.09 feet to the Southeast corner of Lot 11;

Thence Northeasterly along the Westerly right of way line of Campana Drive as now established, a distance of 61.12 feet to the true point of beginning.

LOT #19

That part of Lots 13 and 16, of NORTHRIDGE ESTATES, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 14 of Maps, Page 14, as amended by Declaration of Scrivener's Error recorded as Docket 3361, Page 49, Docket 5876, Page 932 and Docket 6495, Page 690, described as follows:

Commencing at the most Northerly corner of Lot 13 common to Lots 13 and 14;

Thence, Southwesterly along the Easterly right of way line of Campana Drive, as now established, a distance of 181.37 feet to the True Point of Beginning;

Thence South 46 degrees 08 minutes 41 seconds East a distance of 188.02 feet to a point;

Thence North 72 degrees 33 minutes 14 seconds West a distance of 194.60 feet to a point on the Easterly right of way line of Campana Drive, distant along said Easterly right of way 294.36 feet from the Southwest corner of Lot 12;

Thence Northeasterly along the Easterly right of way line of Campana Drive, a distance of 87.41 feet to the True Point of Beginning.

LOT # 20

All that portion of Lots 16 and 17 in NORTHRIDGE ESTATES, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 14 of Maps, page 14, being more particularly described as follows:

1-2005-2006

LOT #22

All that portion of Lot 16 and 17 of NORTHRIDGE ESTATES, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 14 of Maps and Plats at page 14, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 17,

Thence run South 89 degrees 46 minutes 33 seconds West, along the South line of said Lot 17, a distance of 102.33 feet to the True Point of Beginning;

Thence run North 2 degrees 27 minutes 51 seconds West, a distance of 115 feet;

Thence run South 89 degrees 46 minutes 33 seconds West, a distance of 41 feet;

Thence run South 2 degrees 27 minutes 51 seconds East, a distance of 115 feet a point in the South line of said Lot 17;

Thence run North 89 degrees 46 minutes 33 seconds East along the South line of said Lot 17, a distance of 41 feet to the True Point of Beginning.

LOT #23

That part of Lot 15, NORTHRIDGE ESTATES SUBDIVISION according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 14 of Maps, page 14 described as follows:

COMMENCING at the Southeast corner of Lot 17 of said subdivision;

Thence North 2 degrees 27 minutes 51 seconds West, along the West right of way line of Northridge Drive, as now established, a distance of 254.00 feet to a point;

Then South 89 degrees 46 minutes 33 seconds West, a distance of 61.33 feet to the True Point of Beginning;

Continuing South 89 degrees 46 minutes 33 seconds West, a distance of 41.00 feet to a point;

Thence North 2 degrees 27 minutes 51 seconds West, a distance of 115.00 feet to a point;

الحمد لله الذي جعلنا من عباده المخلصين

Thence south 58 degrees 26 minutes 23 seconds west, a distance of 115.00 feet, to a point;

Thence north 31 degrees 33 minutes 37 seconds west, a distance of 70.00 feet, to a point;

Thence north 58 degrees 26 minutes 23 seconds east, a distance of 115.34 feet , to a point;

Thence south 31 degrees 33 minutes 37 seconds east, a distance of 51.16 feet, to a point;

Thence south 58 degrees 26 minutes 23 seconds west, a distance of .34 feet, to the true point of beginning.

LOT#26

That part of Lots 8 and 9 of NORTHRIDGE ESTATES SUBDIVISION, Pima County, Arizona, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in book 14 of Maps, page 14, described as follows: COMMENCING at the Northeast corner of Lot 9 on the Northwesternly right of way line of Campana Drive as now established; thence Southwesterly along the Northwesternly right of way line of Campana Drive, as now established, a distance of 16.20 feet to the true point of beginning; thence North 31 degrees 33 minutes 37 seconds West, a distance of 143.59 feet to a point; thence South 54 degrees 42 minutes 39 seconds West, a distance of 21.37 feet to a point; thence South 38 degrees 39 minutes 56 seconds West, a distance of 133.14 feet to a point; thence South 56 degrees 50 minutes 16 seconds East, a distance of 143.50 feet to a point on the Northwesternly right of way line of said Campana Drive; thence Northeasterly along the Northwesternly right of way line of Campana Drive a distance of 91.46 feet to the true point of beginning.

LOT #27

Those portions of Lots 19 and 20 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the Map of Plat thereof of record in the Office of the County Recorder of Pima County, Arizona in Book 14 of Maps and Plats at Page 14, described as follows:

COMMENCING at a point on the Easterly right of way line of Northridge Drive as now established South 2 degrees 30 minutes East, 14.45 feet from the Southwest corner of Lot 20;

THENCE North 82 degrees 49 minutes 28 seconds East, 61.81 feet;

THENCE North 0 degrees 41 minutes 29 seconds West, 129.70 feet;

THENCE South 79 degrees 40 minutes 51 seconds West, 48.66 feet to the Beginning of a curve to the left having a radius of 21.24 feet;

THENCE along said curve 31.60 feet to the end of said curve and being on the Easterly right of way line of Northridge Drive;

THENCE Southerly along said right of way on a curve to the right having a radius of 425.0 feet and a distance of 18.64 feet to the end of said curve;

THENCE South 2 degrees 30 minutes East and along said Easterly right of way a distance of 87.46 feet to the Place of Beginning.

LOT #28

Those portions of Lots 22 and 25 of NORTHRIDGE ESTATES, Pima County Arizona, according to the plat of record in the office of the Pima County Recorder in Book 14 of Maps, Page 14, described as follows:

Commencing at the Northeast corner of Lot 25;

Thence South 0 degrees 41 minutes 29 seconds East, 121.0 feet to the True Point of Beginning;

Thence South 0 degrees 41 minutes 29 seconds East, 270.72 feet to a point;

Thence Northwesterly along a curve to the left, concave to the Southwest, having a radius of 90.0 feet and a central angle of 68 degrees 02 minutes 07 seconds, a distance of 106.88 feet to a point;

Thence North 0 degrees 41 minutes 29 seconds West. 172.65 to a point;

Thence North 74 degrees 46 minutes 33 seconds East, 58.19 feet to the True Point of Beginning.

LOT#29

That part of Lot 14 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the map or plat of record in the office of the County Recorder in Book 14 of Maps and Plats at page 14, described as follows:

THENCE

Commencing at the Northwest corner of Lot 14;

Thence North 58 degrees, 26 minutes, 23 seconds East (recorded North 58 degrees, 30 seconds East) along the Northwesterly property line of said Lot 14, as now established, a distance of 155.07 feet to the TRUE POINT OF BEGINNING;

Thence South 2 degrees, 27 minutes, 51 seconds East, a distance of 43.23 feet to a point;

Thence North 69 degrees, 46 minutes, 33 seconds East, a distance of 134.22 feet to a point, on the Easterly property line of Lot 14, being the Northeast corner of property described in Docket 3550 at Page 226;

Thence Northwesterly along the Easterly property line of Lot 14 on a curve to the left with a radius of 375 feet, a distance of 81.49 feet to a point of compound curve;

Thence continue along a curve to the left with a radius of 25 feet, a distance of 42.85 feet to a point;

Thence South 58 degrees, 26 minutes, 23 seconds West, along the Northwesterly property line of Lot 14, a distance of 89.15 feet, more or less, to the TRUE POINT OF BEGINNING.

LOT #30

That part of Lot 19 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the map or plat of record in the office of the County Recorder in Book 14 or Maps and Plats at page 14, described as follows:

BEGINNING at a point on the East line of Northridge Drive as now established, South 2 degrees 30 minutes East, 14.45 feet from the Southwest corner of Lot 20;

THENCE North 82 degrees 49 minutes 28 seconds East, 65.71 feet to the TRUE POINT OF BEGINNING;

THENCE South 0 degrees 41 minutes 29 seconds East, 130.88;

THENCE North 87 degrees 30 minutes East, 11.07 feet to a point of curve to the left;

THENCE Easterly along said curve to the left, having a 50 foot radius, a distance of 20.07 feet;

THENCE North 0 degrees 41 minutes 29 seconds West, 129.41 feet;

THENCE South 82 degrees 49 minutes 38 seconds West, 30.66 feet to the TRUE POINT OF BEGINNING.

LOT #31

That part of Lots 7 and 8 of Northridge Estates, a subdivision of Pima County, Arizona, according to the plat thereof of record in the office of the County Recorder of Pima County, Arizona in Book 14 of Maps and Plats at page 14, described as follows:

COMMENCING at the Southeast corner of Lot 8;

THENCE North 58 degrees 26 minutes 23 seconds East along the North right of way line of Campana Drive as now established, a distance of 10.00 feet to a point;

THENCE Northeasterly along a curve whose radius is 20.00 feet and has a central angle of 90 degrees 00 minutes 00 seconds, a distance of 31.42 feet to a point;

THENCE North 31 degrees 33 minutes 37 seconds West, a distance of 82.66 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE South 58 degrees 26 minutes 23 seconds West, a distance of 115.00 feet to a point;

THENCE North 31 degrees 33 minutes 37 seconds West, a distance of 41.00 feet to a point;

THENCE North 58 degrees 26 minutes 23 seconds East, a distance of 115.00 feet to a point;

THENCE South 31 degrees 33 minutes 37 seconds East, a distance of 41 feet to the TRUE POINT OF BEGINNING.

LOT#32

That part of Lot 18 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 14 of Maps and Plats, at page 14 thereof, described as follows:

BEGINNING at a point on the South line of Lot 18, South 89 degrees 46 minutes 33 seconds West, 56.34 feet from the Southeast corner of Lot 18;

Thence South 89 degrees 46 minutes 33 seconds West, 22.97 feet;

Thence North 0 degrees 41 minutes 29 seconds West, 182.25 feet to a point on the South line of a 50.00 foot radius cul-de-sac from which the radius bears North 35 degrees 07 minutes 06 seconds East;

Thence Southeasterly along said curve to the left having a central angle of 28 degrees 36 minutes 50 seconds a distance of 24.97 feet;

Thence South 0 degrees 41 minutes 29 seconds East, 173.34 feet to the Place of Beginning.

LOT # 33

That portion of Lot 24 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 14 or Maps and Plats at Page 14 thereof, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 24;

THENCE North 58 degrees 30 minutes East along the North line of Lot 24 a distance of 41.57 feet to the Place of Beginning;

THENCE South 16 degrees 38 minutes 28 seconds East a distance of 121.00 feet to a point;

THENCE North 58 degrees 30 minutes East a distance of 61.24 feet to a point;

THENCE North 16 degrees 38 minutes 28 seconds West a distance of 121.00 feet to a point on the North line of Lot 24;

Thence South 58 degrees 30 minutes West along the North line of Lot 24 a distance of 51.24 feet to the Place of Beginning.

LOT #34

Those portions of Lots 24 and 25 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 14 of Maps, page 14, thereof, described as follows:

Commencing at the Northeast corner of Lot 25;

Thence South 0 degrees 41 minutes 29 seconds East, 121.0 feet;

Thence South 58 degrees 26 minutes 23 seconds West along the Northerly right of way line of Campana Drive as now established, a distance of 47.80 feet to a point of curve;

Thence Southwesterly along said Northerly right of way on a curve whose radius is 600 feet, a distance of 88.83 feet to the TRUE POINT OF BEGINNING;

THENCE North 31 degrees 33 minutes 37 seconds West, a distance of 160.17 feet to a point on the Northerly property line of Lot 8, as now established;

Thence North 54 degrees 42 minutes 39 seconds East, along the Northerly line of Lot 8, a distance of 51.44 feet to a point;

Thence South 31 degrees 33 minutes 37 seconds East, a distance of 158.14 feet to a point on the Northerly right of way line of Campana Drive;

Thence Southwesterly along said Northerly right of way line of Campana Drive, a distance of 51.63 feet to the TRUE POINT OF BEGINNING.

LOT #37

That part of Lot Ten (10), of NORTHRIDGE ESTATES SUBDIVISION, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 14 of Maps, Page 14, described as follows:

COMMENCING at the Southeast corner of Lot 10;

Thence Northeasterly along the Westerly right of way line of Campana Drive, as now established, a distance of 51.39 feet to the TRUE POINT OF BEGINNING;

Thence North 74 degrees 23 minutes 35 seconds West, a distance of 184.90 feet;

Thence North 38 degrees 39 minutes 56 seconds East, a distance of 50.35 feet;

Thence South 74 degrees 23 minutes 35 seconds East, a distance of 170.94 feet to a point on the Westerly right of way line of Campana Drive, as now established;

Thence Southwesterly along the said right of way line, a distance of 46.70 feet to the TRUE POINT OF BEGINNING.

RESERVING UNTO THE GRANTOR an Easement for ingress and egress and utilities over and across the described property, EXCEPT the Easterly 110 feet thereof, said Easterly 110 feet being parallel with the Westerly right of way line of Campana Drive.

LOT #38

All that portion of Lots 21 and 22 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the Plat of record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 14, of Maps and Plats, Page 14 thereof, more particularly described as follows:

Commencing at the Southwest corner of Lot 22;

Thence Southerly along the Easterly right of way of Northridge Drive a distance of 15.25 feet;

Thence North 62 degrees 32 minutes 40 seconds East, 62.08 feet to the True Point of Beginning;

Thence North 62 degrees 32 minutes 40 seconds East, 41.74 feet;

Thence North 16 degrees 38 minutes 28 seconds West, 131.81 feet;

Thence South 58 degrees 30 minutes West, 42.42 feet;

Thence South 16 degrees 38 minutes 28 seconds East, 128.76 feet to the True Point of Beginning.

LOT #39

Those portions of Lots 21 and 22 of Northridge Estates, a Subdivision of Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 14 of Maps and Plats at Page 14 thereof, described as follows:

BEGINNING at the Southwest corner of Lot 22; thence Northwesterly along a curve to the left having a 425.0 foot radius, a distance of 14.75 feet to the end of said curve; thence North 31 degrees 30 minutes West, 70.09 feet to a point; thence Northeasterly on a curve to the right having a radius of 20.0 feet, a distance of 31.42 feet to the end of said curve; thence North 58 degrees 30 minutes East, 73.81 feet to a point; thence South 16 degrees 38 minutes 28 seconds East, 128.76 feet to a point; thence South 62 degrees 32 minutes 40 seconds West, 62.08 feet to a point on the Easterly right of way of Northridge Drive; thence

Northwesterly along said Easterly right of way on a curve to the left having a radius of 425.0 feet a distance of 15.25 feet to the Place of Beginning.

LOT #40

That portion of Lot 25 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the Plat of Record in the Office of the Pima County Recorder in Book 14 of Maps and Plats, Page 14, described as follows;

BEGINNING at the Northeast corner of Lot 25;

THENCE along the North line of Lot 25 on a curve to the left having a radius of 280.00 feet, a distance of 87.49 feet to a point;

THENCE South 16 degrees 38 minutes 28 seconds East, a distance of 125.64 feet to a point;

THENCE North 74 degrees 46 minutes 33 seconds East, a distance of 53.25 feet to a point on the East line of Lot 25;

THENCE North 0 degrees 41 minutes 29 seconds West along the East line of Lot 25, a distance of 121.00 feet to the POINT OF BEGINNING.

LOT #41

That portion of Lot 21 of Northridge Estates, a subdivision recorded in Book 14 of Maps at Page 14, records of Pima County, Arizona, described as follows:

Beginning at the Northwest corner of said Lot 24;

Thence North 58 degrees 30' East, along the North lot line, 92.81 feet to the True Point of Beginning;

Thence South 16 degrees 38'28" East, 121.0 feet;

Thence North 58 degrees 30' East. 42.42 feet;

Thence North 16 degrees 38'28" West, 121.0 feet to the North lot line;

Thence South 58 degrees 30' West, along the said North lot line, 42.42 feet to the True Point of Beginning.

LOT #42

That part of Lot 19 of NORTHRIDGE ESTATES, a subdivision of Pima County, Arizona, according to the map or plat of record in the office of the County Recorder in Book 14 of Maps and Plats at page 14, described as follows:

Commencing at a point on the East line of Northridge Drive as set forth on said plat South 2 degrees 30 minutes East, 14.45 feet from the Southwest corner of Lot 20;

Thence North 82 degrees 49 minutes 28 seconds East, 96.37 feet to the True Point of Beginning;

Thence North 82 degrees 49 minutes 28 seconds East, 41.32 feet;

Thence South 0 degrees 41 minutes 29 seconds East, 111.98 feet, to a point on a 50.0 radius curve to the left from which the radius bears South 08 degrees 05 minutes 34 seconds East;

Thence along said curve 31.26 feet to the end of said curve and the beginning of a 50.0 foot radius curve to the right;

Thence along said curve 16.07 feet;

Thence North 0 degrees 41 minutes 29 seconds West, 129.41 feet to the True Point of Beginning.

LOT #43

ALL THAT PORTION OF LOTS 16 AND 17, OF NORTHRIDGE ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 14 OF MAPS, PAGE 14, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17;

THENCE SOUTH 89 DEGREES 46 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 184.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 02 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 115 FEET TO A POINT;

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THENCE NORTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF CAMPANA DRIVE, A DISTANCE OF 42.09 FEET TO THE TRUE POINT OF BEGINNING.

LOT # 45

THAT PART OF LOT 11 OF NORTHRIDGE ESTATES SUBDIVISION, A SUBDIVISION OF PIMA COUNTY, ARIZONA, ACCORDING TO THE MAP OR PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 14 OF MAPS AND PLATS AT PAGE 14, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11;

THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF CAMPANA DRIVE, AS NOW ESTABLISHED, A DISTANCE OF 62.64 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE ALONG THE WESTERLY RIGHT OF WAY LINE OF CAMPANA DRIVE, A DISTANCE OF 41.39 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 46 MINUTES 33 SECONDS WEST, A DISTANCE OF 177.36 FEET TO A POINT;

THENCE NORTH 0 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 41.00 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 33 SECONDS EAST, A DISTANCE OF 183.00 FEET TO THE TRUE POINT OF BEGINNING.

LOT #46

That part of Lot 15 of NORTHRIDGE ESTATES, Pima County, Arizona, according to the map of record in the office of the County Recorder, in Book 14 of Maps and Plats, page 14, described as follows:

Commencing at the Southeast corner of Lot 17 of said subdivision;

Thence North 2 degrees 27 minutes 51 seconds West, along the West right of way line of Northridge Drive, as now established, a distance of 254.00 feet to a point;

Thence South 89 degrees 46 minutes 33 seconds West, a distance of 102.33 feet to the True Point of Beginning;

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Continuing south 89 degrees 46 minutes 33 seconds West, a distance of 41.00 feet to a point;

Thence North 2 degrees 27 minutes 51 seconds West, a distance of 115.00 feet to a point;

Thence North 89 degrees 46 minutes 33 seconds East, a distance of 41.00 feet to a point;

Thence South 2 degrees 27 minutes 51 seconds East, a distance of 115.00 feet to the True Point of Beginning.

LOT #47

THOSE PORTIONS OF LOTS 22 AND 23, OF NORTHRIDGE ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 14 OF MAPS, PAGE 14, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 23;

THENCE NORTH 31 DEGREES, 30 MINUTES WEST, A DISTANCE OF 119.09 FEET;

THENCE NORTH 71 DEGREES, 21 MINUTES, 32 SECONDS EAST, A DISTANCE OF 60.79 FEET;

THENCE NORTH 46 DEGREES, 25 MINUTES, 07 SECONDS EAST, A DISTANCE OF 28.8 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES, 38 MINUTES, 28 SECONDS EAST, A DISTANCE OF 130.81 FEET;

THENCE NORTH 58 DEGREES, 30 MINUTES EAST, A DISTANCE OF 42.42 FEET;

THENCE NORTH 16 DEGREES, 38 MINUTES, 28 SECONDS WEST, A DISTANCE OF 127.11 FEET;

THENCE SOUTH 58 DEGREES, 30 MINUTES WEST, A DISTANCE OF 29.47 FEET;

THENCE SOUTH 64 DEGREES, 25 MINUTES, 07 SECONDS WEST, A DISTANCE OF 12.67 FEET TO THE TRUE POINT OF BEGINNING.

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BEGINNING at the Southeast corner of Lot 17;

THENCE North 2 degrees, 27 minutes, 51 seconds West, a distance of 115 feet to a point, said point being the beginning of a curve to the right, concave to the Northeast;

THENCE South 74 degrees, 33 minutes, 47 seconds West, a distance of 5.63 feet;

THENCE North 89 degrees, 46 minutes, 33 seconds East, along said South line a distance of 66.33 feet to the TRUE POINT OF BEGINNING.