

# RIO VERDE VISTA II

(1) CC & R'S

Date prepared  
12.31.2012

# **Index**

<b>Declaration of Protective Covenants for Rio Verde Vista II</b> -Lots 1 through 73 and Common Area "A" and Natural Common Area "B"	<b>1.</b>
<b>Notice of Addition of Territory to Declaration of Protective Covenants for Rio Verde Vista II</b> -Addition Number One	<b>2.</b>
<b>Notice of Addition of Territory to Declaration of Protective Covenants for Rio Verde Vista II</b> -Lots 1 through 73 and Annexed Lots 74 through 111	<b>3.</b>
<b>Certificate of Recording</b> -Mike Boyd, Recorder, Pima County, Arizona	<b>4.</b>
<b>Second Amendment to Declaration of Protective Covenants for Rio Verde Vista II</b> -Lots 1 through 73 and Annexed Lots 74 through 111 and Common Area "A" and Natural Common Area "B"	<b>5.</b>
<b>Third Amendment to Declaration of Protective Covenants for Rio Verde Vista II</b> -Lots 1 through 73 and Annexed Lots 74 through 111 and Annexed Lots 112, 113 and 114, Rio Verde Vista III and Common Area "A" and Natural Common Area "B"	<b>6.</b>
<b>Four Amendment to Declaration of Protective Covenants for Rio Verde Vista II</b> -Lots 1 through 73 and Annexed Lots 74 through 111 and Annexed Lots 112, 113 and 114 of Rio Verde Vista III and Common Area "A" and Natural Common Area "B"	<b>7.</b>
<b>Fifth Amendment to Declaration of Protective Covenants for Rio Verde Vista II</b> -Lots 1 through 73 and Annexed Lots 74 through 111 and Annexed Lots 112, 113 and 114 of Rio Verde Vista III and Common Area "A" and Natural Common Area "B"	<b>8.</b>

# **SECTION (1)**

047254

90

Mail

INDEXED	COPIES	SLOTTED
---------	--------	---------

WHEN RECORDED PLEASE RETURN TO:  
 BROADWAY REALTY & TRUST, INC.  
 P.O. BOX 12863  
 TUCSON, ARIZONA 85732



State of Arizona }  
 County of Pima } ss

I hereby certify that the Instru-  
 ment was filed for record at request  
 of Maria Rodriguez  
 Date MAY 1 1980 2:30 PM  
 Book 6270 Page 887-903

Witness my hand and Official Seal  
 day and year above written  
 JOE BEWARD County Recorder  
 BY [Signature]  
 Deputy

DECLARATION OF PROTECTIVE COVENANTS  
 FOR RIO VERDE VISTA II  
 LOTS 1 THROUGH 73  
 AND  
 COMMON AREA "A" AND  
 NATURAL COMMON AREA "B"

THIS DECLARATION, made the 28 day of April, 1980,  
 by the undersigned, hereinafter called the Grantor,

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described in  
 ARTICLE II of this Declaration, and is desirous of subjecting the  
 real property described as Lots 1 through 73 and Common Area "A" and  
 Natural Common Area "B", in Rio Verde Vista II to the conditions,  
 covenants, restrictions, reservations and easements hereinafter set  
 forth, each and all of which is and are for the benefit of said  
 property and for each owner thereof, and shall inure to the benefit  
 of, be binding on and pass with said property, and each and every  
 lot thereof, and any owner thereof;

NOW, THEREFORE, Grantor does hereby establish a general plan  
 for the improvement and development of said Lots 1 through 73 and  
 Common Area "A" and Natural Common Area "B", and does hereby esta-  
 blish the provisions, conditions, restrictions and covenants upon  
 which and subject to which all of said real property and the lots  
 into which it has been subdivided shall be improved or sold and  
 conveyed by the owners thereof; each and every one of said provi-  
 sions, conditions, restrictions and covenants is and all are for the  
 benefit of each owner of real property in said subdivision, and  
 shall bind the respective successors in interest of the present  
 owner or owners thereof; said provisions, conditions, restrictions  
 and covenants are and each thereof is imposed upon said Lots and  
 Common Areas, all of which are to be construed as restrictive  
 covenants running with the title to said lots and with each and  
 every parcel thereof, to-wit:

ARTICLE I

As used herein the following terms shall mean:

~~6270 PAGE 887~~

THIS DOCUMENT IS BEING RERECORDED TO CORRECT A-SCHIVINER'S ERROR WHICH ERRONEOUSLY  
 RECITED THE GRANTOR AS BEING TITLE SECURITY AGENCY OF ARIZONA, AS TRUSTEE UNDER  
 TRUST T-245, AND TO SET FORTH THE CORRECT DESIGNATION OF THE GRANTOR AS BEING  
 TITLE SECURITY AGENCY OF ARIZONA, AS TRUSTEE UNDER TRUST T-212.

6371 PAGE 1018

"Approving Agent" shall mean JOSEPH R. CESARE and such other persons or entities duly appointed by Grantor or JOSEPH R. CESARE.

"Declaration" shall mean this Declaration of Protective Covenants for Rio Verde Vista II, Lots 1 through 73 and Common Area "A" and Natural Common Area "B", and any Amendments thereto.

"Detached single-family dwelling" or "single-family dwelling" shall mean a building and structures customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for occupancy by a single family. It shall not mean any professional office, flat, apartment, multi-family dwelling or duplex, lodging house, rooming house, hotel, hospital or sanitorium, even though intended for residential purposes.

"Outbuilding" shall mean an enclosed, covered structure or ramada not directly attached to a single-family dwelling to which it is appurtenant.

"Grantor" and "reversionary owner" shall mean the undersigned or in the event Title Security Agency of Arizona, as Trustee under Trust No. T-212 is terminated, then the term Grantor or reversionary owner shall mean transferee of the beneficial interest therein.

"Owner" shall mean the Grantor and each person or entity who is or becomes the owner of the fee or equitable title in a building site, or who has purchased a building site under a contract pursuant to the provisions of any recorded instrument, which site is located within the property legally described in ARTICLE II of this Declaration. Such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee, and upon the recording of same in the office of the Pima County Recorder, Pima County, Arizona. The legal title retained by a vendor selling under a contract and the legal title transferred to a trustee under a deed of trust shall not qualify the legal title holder as an owner. The transfer of ownership as above defined (whether by sale, forfeiture, foreclosure, or otherwise) will work an automatic transfer of ownership to the new owner.

"The Property" or "the subdivision" shall mean all that real property identified in the Subdivision Plat of Rio Verde Vista II, and any real property annexed pursuant to Article II of this Declaration.

"Residential building site" as well as "building site" shall mean any lot, a lot and portions of another contiguous lot, or two or more contiguous lots upon which a detached single-family dwelling may be erected in conformance with the requirements of this Declaration; provided, however, an ownership or single holding by any person comprising parts of two adjoining lots, or the whole of one lot and part or parts of one or more adjoining lots, may, at the option of the Grantor, be deemed to constitute a single lot. No lot subject hereto shall be resubdivided except as approved by the Grantor, reversionary owner or Approving Agent.

ARTICLE II

1. The Property which is, and shall be, conveyed, transferred, occupied and sold subject to this Declaration is located in the County of Pima, State of Arizona, and is more particularly described as follows, to-wit:

Lots 1 through 73 and Common Area "A" and Natural Common Area "B" of RIO VERDE VISTA II, a Subdivision in 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 32 of Maps and Plats at page 41.

2. Grantor may, at any time during a period of ten (10) years from the date hereof, add to the Property which is, and shall be, conveyed, transferred, occupied and sold subject to this Declaration, all the land situated in the County of Pima, State of Arizona, specifically described as follows:

See Exhibit "A" attached hereto and made a part hereof

Upon the recording of a Notice of Addition of Territory containing the provisions set forth below (which notice may be contained within a Supplemental Declaration affecting such property), the covenants, conditions and restrictions contained in this Declaration shall apply to the Annexed Property in the same manner as if it were originally covered by this Declaration and originally constituted a portion of Rio Verde Vista II, and thereafter the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the Annexed Property shall be the same as with respect to the Property, and the rights, privileges, duties and liabilities of the Owners within the Annexed Property shall be the same as in the case of the Property except as amended in Supplemental Declaration pertaining to the Annexed Property.

The Notice of Addition of Territory referred to herein shall contain the following provisions:

A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Book or Books of the Records of the County of Pima, State of Arizona, and the page numbers where this Declaration is recorded;

B. A statement that the provisions of this Declaration other than those specifically excepted shall apply to the Annexed Property as set forth herein and as amended from time to time;

C. Any Supplemental Declaration pertaining to the Annexed Property; and

D. An exact legal description of the Annexed Property.

ARTICLE III

1. No structure or improvements whatsoever except public utility facilities shall be erected, placed or permitted to remain on any portion of the above described land which does not constitute a building site.

2. No structure shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one first-class detached single-family dwelling, for private use, a private garage, patio walls, swimming pool, guest house servants' quarters and other out-buildings and improvements incidental to residential use of the premises, including public utility facilities. A garage or semi-enclosed carport shall be constructed on every building site before the residence constructed thereon is occupied. All garages or semi-enclosed carports shall be maintained as such unless Grantor or Approving Agent approves its use for some other purpose.

3. The native growth of said property, including cacti, mesquite and Palo Verde trees, shall not be destroyed or removed from any of the lots in said property by any of the lot owners, except such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, detached single-family dwellings and necessary garages and other out buildings related to said residence and walled-in service yards and patios, unless written permission is first obtain from the Grantor or Approving Agent. No private road or driveway shall be constructed under the authority given until the person or persons desiring to construct such private road or driveway has submitted to the Approving Agent as mentioned in Paragraph 4 hereof two sets of plans showing the location, course and width of said private driveway and the approval of the Approving Agent to the construction of such private road or driveway has been obtained in accordance with the provisions of said Paragraph 4 relating to the construction of other improvements upon said property. In the event such growth is removed or destroyed without such approval Grantor or Approving Agent may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

4. All building plans, specifications and plot plans, including exterior color scheme, for any building, wall or structure to be erected on or moved upon or to any part of said property, the proposed location thereof on any building site and any changes after approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any building site in said property, shall be subject to the approval in writing of the Approving Agent appointed from time to time by the Grantor or JOSEPH R. CESARE as the representative authorized for such purposes. Before beginning the construction of any building, wall, coping or other structure whatsoever, or remodeling, or reconstructing or altering said structure on any building site, the person or persons desiring to erect or construct or modify the same shall submit to the Approving Agent two complete sets of building plans and specifications,

plot plans, including exterior color scheme, for the building, wall, coping or other structure so desired to be erected, constructed or modified and no structure of any kind, the plans, elevations and specifications of which have not received the written approval of said Approving Agent and which do not comply fully with such approved plans and specifications shall be erected, placed or maintained upon any building site. The location of such improvements to be approved by the Approving Agent shall be staked on the site prior to such approval. Approval of such plans and specifications shall be evidenced by the written endorsement of the Approving Agent made on said plans and specifications, a copy thereof to be delivered by said Approving Agent to the owner or owners of the building site upon which said prospective building or other structure is proposed to be erected, or to his agent or representative prior to beginning said construction. No changes or deviations in or from said plans and specifications as approved by said Approving Agent insofar as the exterior of the proposed structure is concerned, shall be made without the written approval of said Approving Agent first had. There shall be no changes of exteriors of roofs permitted unless written permission is given by the Approving Agent. The Grantor or Approving Agent shall not be responsible for any structural defects in said plans or specification, nor in any building or structure erected according to such plans and specifications. Sewage systems and swimming pools are included within the meaning of the term structure.

5. Said Approving Agent shall have the right and privilege to disapprove any and all plans and specifications submitted to him as aforesaid, for any one or more of the following reasons, to-wit:

A. If said plans and specifications are not in exact accordance with each and every provision of this Declaration.

B. If, in the opinion of said Approving Agent, the architectural design of the proposed building or other structure as shown by said plans, specifications and plot plans, including exterior color schemes, or the location of any structure, be not in harmony with the other surroundings, or with the buildings or structures, or proposed buildings or structures on any building site subject to these covenants, or if the location or arrangement of any sewage system would endanger or interfere with any public or utility facilities or improvements. The decision of said Approving Agent upon said subject shall be final.

C. That the plans and specifications submitted are not in detail or incomplete.

D. That the roof is either of a material or style different than that specified by the Approving Agent.



No white, light colored or reflective roofs shall be permitted without express approval by the Approving Agent.

E. That the proposed building or other structure does not contain at least 1800 square feet of living area.

6. The Grantor or Approving Agent shall not be liable in damages to anyone so submitting plans for approval, or to any owner or owners of land subject to these covenants by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans. The Approving Agent may charge a fee for reviewing said plans, not to exceed One Hundred (\$100.00) Dollars, and further, anyone submitting plans to the Grantor or Approving Agent for approval, by the submitting of such plans and any owner by acquiring title to any of the property covered hereby, waives his/her claim for any damages.

7. No lot or portion thereof shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

8. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or on any building erected thereon, other than a name plate of the occupant of any residence upon which his/her professional title may also be added, and provided no such sign or name plate shall exceed a size of one square foot. Such signs must be of a uniform shape as designated by the Approving Agent. Provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site during the course of construction of a new single-family dwelling and upon its completion, during the course of its initial sale, which signboard shall not exceed five square feet. Such sign shall not include any name other than the contractor's name. Notwithstanding anything herein contained to the contrary, nothing herein shall be construed to prevent the Grantor or Approving Agent from erecting, placing or maintaining sign structures and offices as may be determined necessary by Grantor or Approving Agent to promote sale and development of lots within the subdivision.

9. All private driveways shall be treated and maintained with a minimum of a two-shot bituminous surface treatment to prevent dust, or such other dust retardant materials as approved by Approving Agent. The driveway area between the lot line of a Residential

6270 ~~NET~~ 892

6372 ~~NET~~ 2023

Building Site and the pavement within the dedicated public right-of-ways shall be constructed of a minimum of 1 1/2" asphalt, and further, said driveway within the public right-of-ways shall not interfere with drainageways.

10. All exterior lights must be so located as not to be directed toward surrounding properties or public rights-of-way.

11. All mailboxes and mailbox standards shall be of a uniform shape; size, color, lettering (including address numerals) and design as designated by the Approving Agent in order that the area be uniform in appearance with respect thereto. Within one (1) year of the sale of a lot by Grantor to a third party said lot owner shall purchase said mailbox/mailbox standard from Approving Agent or his designee. Further, at the time any residence is constructed an electrical wire shall be installed from each residence to each mailbox location servicing said residence in order to supply power to illuminate same.

12. All cooling and heating equipment shall be concealed. No evaporative cooler, air conditioning equipment, cooling or heating ducts or other equipment, including solar heating or cooling devices shall be placed, installed or maintained on the roof or wall of any building or structure without specific prior written approval of Grantor or Approving Agent and if said approval is not obtained, said devices shall be immediately removed by the owner at his/her expense.

13. Bermuda grass, except that of a variety recognized to be pollen free and approved in writing by the Grantor or Approving Agent, shall not be grown on any lot.

14. All trees and other vegetation planted on any of said property shall be kept trimmed to a height which will not materially interfere with the principal views from neighboring building sites (over such vegetation) and of surrounding landscapes.

15. No derrick or other structure designed for use in boring for oil or natural gas or radio or television transmission towers or radio or television receiving towers shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon product or substances be produced or extracted therefrom. Television receiving antennae shall not be included in the meaning of this paragraph; however, such antennae exceeding ten feet above the roof line of the house shall be subject to approval by the Approving Agent.

16. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in sufficiently to conceal them from the view from neighboring or other lots or roads or streets. All clothes lines, equipment and mechanical equipment shall be walled in, and wood piles, storage piles and construction materials shall

be concealed at all times, so that none may be viewed from any point beyond the building site on which they are located. Trash or rubbish containers shall remain concealed from view of adjoining lots and shall not be placed along street rights-of-way except on trash collection days.

17. Said property and the whole thereof shall be used for single-family dwelling purposes only; no business of any nature nor any so-called home occupations shall be conducted thereon. Rental of any guest house is prohibited, the occupancy thereof shall be limited to members of the owner's family, guests or servants. This shall not be construed as preventing the leasing or renting of any entire lot, together with the improvements thereon.

18. Any wall or coping may not exceed six (6) feet in height. Any plantings used to form a hedge shall be subject to the same height limitations as apply to a wall or coping. In determining the height of such wall, coping or hedge, the average ground level shall be used. However, exemptions from height requirements for any structure or hedge may be granted by the Approving Agent when in its sole judgment such exemptions would not be detrimental to any other lot.

19. Said property shall be subject to any and all rights or privileges which the City of Tucson or the County of Pima, Arizona, may have acquired through dedication or the filing or recording of maps or plats of said property, as authorized by law. Where the requirements set forth herein differ from applicable City of Tucson or County of Pima requirements, the more restrictive requirements shall prevail.

20. No garage or other building or structure shall be erected or permitted on any building site on said property until the construction and completion of a single-family dwelling thereon, except a single-family dwelling and the necessary outbuildings, garages or other structures related thereto may be simultaneously constructed; provided, however, that nothing herein contained shall be construed to prevent the incorporation and construction of a garage in and as a part of such dwelling house.

21. No temporary house, dwelling, garage, outbuilding, house trailer, mobile home, commercial vehicle or equipment, construction or like equipment, tent, or other structure shall be placed or erected upon any of said property. Boats, campers, other trailers, recreational and similar vehicles or equipment shall not be placed upon any of said property unless adequate provisions to conceal same have been approved by Grantor or Approving Agent. No residence placed or erected on any building site shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required, nor shall any residence when completed be in any manner occupied until made to comply with the approved plans, and all other conditions and restrictions herein set forth. The work of constructing, altering or remodeling any single-family dwelling, garage, building or other structure on any part of

said property shall be prosecuted diligently from the commencement thereof until the completion thereof. Any single-family dwelling, garage, building or other structure damaged by fire or other casualty shall be repaired, replaced, or removed within six months from the time of such damage; provided, that the Grantor or Approving Agent may extend such time when in Grantor's or Approving Agent's opinion conditions warrant same.

22. No tennis court shall be constructed or permitted upon any part of said property; however, the Approving Agent may waive this restriction when in its sole judgment such waiver would not be detrimental to any other lot.

23. No animals, birds, fowl or horses of any kind other than customary domesticated household pets belonging to the household of the premises shall be kept or maintained on any part of the real property subject to this Declaration. In no event, however, are more than two dogs and/or cats more than ten weeks old permitted. The Grantor or Approving Agent shall have the right to order the removal from any lot of any animals, birds, fowl or horses which may be objectionable to any of the residents on adjacent property. The owner of such animals, birds, fowl or horses must immediately remove the same from the premises upon receipt of notice from Grantor or Approving Agent. Notwithstanding the preceding provisions of this Paragraph 23, Grantor or Approving Agent may designate certain lots within Rio Verde Vista II to be "horse lots" subject to Grantor or Approving Agent's prior written approval of the plans and specifications showing the location and type of construction of any enclosure to be constructed for the confinement of said horses.

24. A. All electrical service and telephone lines from the utility company lines shall be placed underground and no outside electrical and telephone lines shall be placed overhead. This requirement may be waived by the Grantor; provided, however, that one such waiver shall not constitute a waiver as to other lots or lines. Service to the individual building site of such lines shall be taken from the point assigned by the Approving Agent.

B. Where sewer, if any, water or other public utility facilities have been installed to or near the property line of a particular lot, for the purpose of providing service to that lot, the service connection to service an improvement on that lot shall be made at and from the installed facility or point assigned by the Approving Agent. Further, in the event Grantor provides gas line service to the lot line of any Residential Building Site, at the time said gas line is in any way utilized the then owner of said lot shall pay Grantor the sum of One Hundred Fifty (\$150.00) Dollars, unless Grantor has previously been paid said One Hundred Fifty (\$150.00) Dollars pursuant to a rebate agreement with Southwest Gas.

25. No motor driven two-wheel or three-wheel vehicles (including but not limited to motorcycles, motor driven bicycles and mini-bikes) shall be kept or operated on any part of the property subject to these restrictions if such vehicles or the operation of such vehicles is disturbing to the owner or owners of any neighboring or nearby property for whose benefit these restrictions are created. Grantor or Approving Agent shall have the right to order

the removal of and/or cessation of operation of any such vehicle which is objectionable as provided in the preceding sentence. Upon receipt of a written order to remove and/or to cease operation of any such vehicle, the owner of the property upon which such vehicle is located or being operated shall promptly comply with such order.

#### ARTICLE IV

1. Any or all of the provisions, conditions, covenants, restrictions and reservations herein contained are subject to waiver by the Grantor or Approving Agent and any such waiver may apply at the option of the Grantor or Approving Agent to less than all of the lots without waiver of such provisions, conditions, covenants, restrictions and reservations as to any other lot or lots.

2. Grantor or Approving Agent shall have the right, from time to time, to make any modifications or amendments they desire to the provisions, conditions, covenants, restrictions and reservations herein contained. Any such modification or amendment by the Grantor or Approving Agent shall be effective upon the recording in the office of the Pima County Recorder, Pima County, Arizona, of an Amendment to the Declaration.

3. Grantor hereby appoints JOSEPH R. CESARE to be its Authorized Representative to execute any and all waivers, authorizations, consents or approvals required by Grantor as set forth in this Declaration. Further, Grantor hereby appoints JOSEPH R. CESARE, its Authorized Representative to, at any time, rescind, alter, modify or amend this Declaration as he may deem necessary or to act for or on behalf of Grantor when herein provided.

4. In the event that any one or more of the conditions, restrictions and covenants herein set forth and contained or any changes made therein shall be declared for any reason, by any court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions, restrictions and covenants not so expressly held to be void, but all the remaining conditions, restrictions and covenants not so declared to be void shall continue unimpaired and in full force and effect.

5. In the event it is held by any court of competent jurisdiction that the period specified in Paragraph 1 of ARTICLE V is in violation of the rule against perpetuities in Arizona, then and in such event the period specified in said Paragraph shall thereupon be automatically modified so that the period specified therein is not more than twenty-one years from the date of this Declaration.

#### ARTICLE V

1. Grantor has or shall form, under the laws of the State of Arizona, a non-profit homeowners corporation, referred to herein as the Association. Grantor will convey the Common Areas and Natural Common Areas located within Rio Verde Vista II to the Association and Grantor may, at Grantor's sole option at any time hereafter convey or otherwise transfer to the Association, all or any part of the real property described in Article II of this Declaration and any property situated thereon, and assign or otherwise transfer to the Association all or any number of the rights, powers and duties

retained by Grantor, or Approving Agent, under this Declaration. Upon such assignment or other transfer it shall be the responsibility of Association to exercise said rights and powers and perform said duties to further the purposes for which the Association is organized. In addition, the Association shall accept the responsibilities set forth in the General Notes and Dedications on the Plat of Rio Verde Vista II referred to in Article II, Paragraph 1.

2. Said Association was or shall be formed for the general purpose of providing for maintenance, preservation and architectural control of the property of the owners and the Association, including, but not limited to, the maintenance and repair of entrance walls, landscaping, electrical lighting, irrigation systems, and other structures or devices placed in public rights-of-way or at the entrance to Rio Verde Vista II or placed in/on a residential building site if same is designated by the Grantor or Approving Agent to be the responsibility of the Association, and promoting the health, safety and welfare of the owners, and for these purposes to exercise the rights and powers and perform the duties assigned by Grantor and granted to it by the Articles of Incorporation of the Association. At such time as deemed proper by Grantor or Joseph R. Cesare, Grantor or Joseph R. Cesare may appoint the Association the Approving Agent as provided for in Article I.

3. Each owner as defined by this Declaration shall automatically become a member of the Association; provided, however, that the Board of Directors of the Association may establish additional requirements for maintaining such membership. Where owner as defined in this Declaration includes more than one (1) person or entity, such person or entity shall be deemed one (1) member, and subject to the provisions of Article VI of the Articles of Incorporation of the Association, each member shall be entitled to one (1) vote.

4. The owner of each building site bound by this Declaration, except for those building sites owned by Grantor, shall pay to the Association a sum equal to the total of the following:

- A. A prorata share of the actual cost to the Association for the maintenance, safety and control of the Common Areas and Natural Common Areas in Rio Verde Vista II, and the maintenance of all those structures or devices placed in/on public rights-of-way or at the entrance(s) to Rio Verde Vista II, or placed in/on a residential building site if same is designated by the Grantor or Approving Agent to be the responsibility of the Association (including any utility charges therefor),

taxes and insurance on said property, and any other costs which in the judgment of the Association are necessary to promote preservation and architectural control of said property and the health, safety and welfare of the owners, and professional fees incurred by the Association in connection therewith, to the extent such costs and other expenses are not covered by funds theretofore collected and reserved for such purpose.

- B. The prorata share of the estimated future costs and expenses listed in Subparagraph A. above, which the Association determines shall be necessary to collect in advance and which are not covered by funds theretofore collected and reserved for such purposes.
- C. The proration of the total of such costs and expenses shall be on the basis of each building site will bear an equivalent share of such charges.

5. The amount of such assessments against any single building site for any calendar year shall be established by the By-laws of the Association.

6. Invoices for payment of any and all assessments may be submitted annually or at any other interval as may be fixed by the By-laws of the Association. In the event any such invoice is mailed to a building site, the amount of such invoice shall become a lien upon the building site unless paid within thirty (30) days of mailing. Such lien may be enforced and foreclosed as provided for in Enforcement and Foreclosure of Mechanic and Materialmen's Liens in Arizona and as set forth in the By-laws of the Association.

7. The liens for such assessments shall be subordinate to the lien of any mortgage or Deed of Trust made in good faith for value covering the same property or a portion of the same property against which said assessment or assessments are made, which Mortgage or Deed of Trust is recorded prior to the recordation of the claim of such assessment, but the liens of such assessment shall be binding and effective against any party who own any such property during the period in which such an assessment is made even though the title of such property is acquired through foreclosure, forfeiture, trustees sale or otherwise.

#### ARTICLE VI

1. All of the aforesaid provisions, conditions, covenants, restrictions and reservations shall continue and remain in full force and effect at all times as against the owner of any portion of said property; however, his/her title thereto may be acquired, until the commencement of the calendar year 2009, and shall be automatically continued thereafter for successive periods of ten

years each; provided, the owners of a majority of the lots subject to these restrictions may, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same at any time at least one year prior to January 1, 2009, release all of the land so restricted from any one or more of said restrictions or may release any of the property subject to these restrictions from any one or more of said restrictions, said release, change or modification to be effective January 2, 2009. During each successive ten year period after January 1, 2009, a majority of owners shall have the same power to amend or modify said restrictions as to any property then covered by said restrictions by executing, acknowledging and recording an appropriate agreement or agreements at least one year prior to expiration of said ten year period, said release, change or modification to be effective at expiration of said ten year period. Notwithstanding the preceding provisions of this Article VI, this Declaration may be amended or modified by appropriate recorded agreement or agreements in writing executed by eighty (80%) percent of the owners of lots in the subdivision, or by the Grantor or Approving Agent as set forth in Article IV, Section 2.

2. A. A breach of any of the conditions, covenants, restrictions, and reservations hereby established shall cause the title to the building site upon which said breach occurs to revert to the Grantor, as the owner of such reversionary rights herein provided for and the owner of such reversionary rights shall have the right to immediate re-entry upon such real estate in the event of any such breach and as to each lot owner in said property the said provisions, conditions, covenants, restrictions and reservations shall be covenants running with the land the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the Grantor, Approving Agent, or the owner of the reversionary rights or by any owner of any property for whose benefit these restrictions have been established, but by no other person.

B. An owner of any lot who permits the breach of any of these conditions, restrictions and covenants by persons over whom he or she exercises either direct or indirect control shall be given ten (10) days written notice, by first class mail sent to his/her last known address or personal service, to remedy said breach. If such breach is not remedied as provided, a Notice of Violation of Covenants shall be recorded in the office of the Pima County Recorder and shall be removed subsequent to compliance. This Notice may place a cloud on the title to the property which may limit an owner's ability to convey full legal title to said property. Nothing in this Paragraph shall be construed to limit any other remedy available at law or equity for breach of these covenants.

C. The breach of any of the foregoing conditions, covenants, restrictions or reservations or any re-entry by reason of such breach shall not affect or render invalid the lien of any



mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property, but said conditions, covenants, restrictions and reservations shall be binding upon and effective against any party acquiring title to any such property, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

3. Although the provisions, conditions, covenants, restrictions and reservations contained in this Declaration may be modified, amended or terminated as provided herein, any and all reversions for breach of said provisions, conditions, covenants, restrictions and reservations committed or suffered prior to said expirations shall be absolute.

4. In the event Grantor or Approving Agent incur attorney's fees, court costs or other expenses in enforcing Grantor's rights under this Declaration, said costs and expenses shall be paid by the owner, trustee or owner of an interest in any of the property hereinabove described committing or permitting the breach giving rise to such costs and expenses, and the Grantor shall have a lien upon such lot or lots to secure payment of all such amounts.

5. No delay or omission on the part of the Grantor, Approving Agent or any other lot owner in exercising any right, power or remedy herein provided, or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone against the Grantor, Approving Agent or any other lot owners on account of its/his/her failure to bring any action on account of any breach of any of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable.

IN WITNESS WHEREOF, we have hereunto subscribed our names the day, month and year first above written.

TITLE SECURITY AGENCY OF ARIZONA,  
as Trustee under Trust No. T-212  
as Trustee only and not in its  
corporate capacity.

By William Broughton  
Trust Officer

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF PIMA )

On this the 28 day of April, 1980, before me, the undersigned officer, personally appeared William Broughton who acknowledged himself to be the Trust Officer of Title Security Agency of Arizona, an Arizona corporation, and that he as such

officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trust Officer.

IN WITNESS WHEREOF, I have hereunto set my hand this  
of April, 1980.

*Betty Lou*  
Notary Public



My Commission Expires:  
My Commission Expires June 15, 1980

THIS DOCUMENT IS BEING RERECORDED TO CORRECT A SCRIVINER'S ERROR WHICH ERRONEOUSLY RECITED THE GRANTOR AS BEING TITLE SECURITY AGENCY OF ARIZONA, AS TRUSTEE UNDER TRUST T-245, AND TO SET FORTH THE CORRECT DESIGNATION OF THE GRANTOR AS BEING TITLE SECURITY AGENCY OF ARIZONA, AS TRUSTEE UNDER TRUST T-212.

LEGAL DESCRIPTION  
RIO VERDE VISTA II PHASE II

That portion of the North half of Section 25, Township 13 South, Range 14 East, G. & S.R.B. & M., Pima County, Arizona, lying north of River Road as recorded in Book 15 of Road Maps, Page 18; further described as follows:

Beginning at the Northwest section corner of Section 25;  
Thence Easterly along the north line of Section 25, N.  $89^{\circ} 46' 46''$  E, a distance of 135.00 feet to the True Point of Beginning;  
Thence continuing Easterly along the north line of Section 25 and also being the boundary line of La Buena Vida Estates, recorded in Book 25 at Page 26 of Maps and Plats, Pima County, Arizona N.  $89^{\circ} 46' 46''$  E, a distance of 1911.13 feet to a point;  
Thence S.  $06^{\circ} 14' 32''$  W, a distance of 201.41 feet to a point;  
Thence S.  $29^{\circ} 30' 00''$  W, a distance of 655.78 feet to a point, said point lying on the north boundary line of Villa Mesa, Lot 1 as recorded in Book 28 at Page 12 of Maps and Plats, Pima County, Arizona;  
Thence along the north line of said Villa Mesa on a bearing of N.  $69^{\circ} 36' 53''$  W, a distance of 528.97 feet to a point;  
Thence Southerly along the boundary line of Villa Mesa S.  $38^{\circ} 19' 14''$  W, a distance of 877.98 feet to a point, said point being the intersection of Lot 1 and 2 of Villa Mesa;  
Thence Southerly along the boundary line of Villa Mesa Lot 2 S.  $55^{\circ} 29' 31''$  W, a distance of 607.68 feet to a point, said point lying on the Right-of-Way of Craycroft Road;  
Thence S.  $89^{\circ} 46' 17''$  W, along the Right-of-Way of Craycroft Road, a distance of 75.00 feet to a point;  
Thence N.  $00^{\circ} 21' 58''$  W, along the Right-of-Way of Craycroft Road a distance of 1512.55 feet to a point;  
Thence N.  $89^{\circ} 46' 46''$  E, a distance of 60.00 feet to a point;  
Thence N.  $00^{\circ} 21' 58''$  W, a distance of 100.00 feet to the True Point of Beginning.



EXHIBIT "A"

PAGE 1

~~6270~~ PAGE 902

6371 PAGE 1033

LEGAL DESCRIPTION  
RIO VERDE VISTA II PHASE III

That portion of the North half of Section 25, Township 13 South, Range 14 East, G. & S.R.B. & M., Pima County, Arizona, lying north of River Road as recorded in Book 15 of Road Maps, Page 18; further described as follows:

Beginning at the Northeast section corner of Section 25;

Thence Westerly along a bearing of S. 89° 46' 46" W, a distance of 440.04 feet to the True Point of Beginning;

Thence Southerly along a bearing of S. 00° 30' 37" W, a distance of 2004.35 feet to a point lying on the Right-of-Way of River Road;

Thence Easterly along a bearing of N. 79° 24' 45" W, and also being the Right-of-Way of River Road a distance of 1538.0 feet to a point;

Thence N. 29° 55' 43" W, a distance of 258.94 feet to a point;

Thence N. 15° 27' 20" W, a distance of 113.63 feet to a point;

Thence N. 44° 54' 16" E, a distance of 85.00 feet to a point;

Thence N. 19° 05' 46" E, a distance of 550.00 feet to a point;

Thence N. 44° 59' 08" E, a distance of 212.00 feet to a point;

Thence N. 79° 48' 20" E, a distance of 185.00 feet to a point;

Thence N. 36° 04' 18" E, a distance of 270.00 feet to a point;

Thence N. 23° 18' 41" W, a distance of 194.49 feet to a point;

Thence Easterly along a curve concave to the south having a radius of 50 feet an arc length of 36.14 feet to a point;

Thence Northeasterly along a curve concave to the north having a radius of 50 feet an arc length of 205.38 feet to a point;

Thence N. 33° 27' 38" W, a distance of 163.81 feet to a point, said point lying on the north section line of Section 25;

Thence N. 89° 46' 46" E, a distance of 1099.16 feet to the True Point of Beginning.

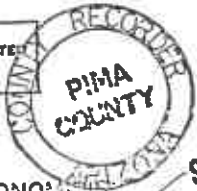
5151 E. Broadway Suite 1600 85711

101898

Mail 2

fee 9.00

INDEXED	COPIES	SLOTTER
---------	--------	---------



State of Arizona }  
County of Pima } ss

I hereby certify that the instrument was filed for record as requested.

Date CALDWELL & HANCOCK P.C.

Book 6371 Page 1618-1634

Witness my hand and Official Seal

this 2nd day of above written

JOE BEJARD Co.nty Recorder  
BY Maatima M. M. Tem  
Deputy

SEP 24 '80 - 3 45 PM

EXHIBIT "A" CONTINUED  
Page 2



6270 PAGE 903

6371 PAGE 1034

## **SECTION (2)**

STATE OF ARIZONA }  
County of PIMA }

I hereby certify that the within instrument was filed and

Fee No. **139879**

In DOCKET

**6436**

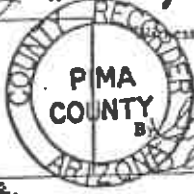
page **1131 - 113**

and indexed

DEC 30 '80 - 4 10 PM

at the request of *Broadway Realty & Trust, Inc*

When recorded, mail to:  
BROADWAY REALTY & TRUST, INC.  
P.O. BOX 12863  
TUCSON, ARIZONA 85732



by my hand and official seal.

JOE BEDARD, County Recorder,

Compared  
Photostated  
Fee:

**3.00**

Deputy Recorder

**NOTICE OF ADDITION OF TERRITORY**

**TO**

**DECLARATION**

**OF**

**PROTECTIVE COVENANTS**

**FOR**

**RIO VERDE VISTA II**

**ADDITION NUMBER ONE**

Dated this 30th day of December, 1980

Tucson, Pima County, Arizona

**6436 PAGE 1131**

NOTICE OF ADDITION OF TERRITORY  
TO  
DECLARATION  
OF  
PROTECTIVE COVENANTS  
FOR

RIO VERDE VISTA II  
ADDITION NUMBER ONE

NOTICE OF ADDITION OF TERRITORY is made this 30th day of  
December, 1980, by TITLE SECURITY AGENCY OF ARIZONA,  
an Arizona corporation, as Trustee under Trust No. T-212, hereinafter referred to as "Grantor".

RECITALS

A. On May 1, 1980, Grantor recorded a Declaration of Protective Covenants For Rio Verde Vista II, Lots 1 through 73, and Common Area "A" and Natural Common Area "B", hereinafter referred to as "Declaration", in Book 6270, pages 887 through 903 inclusive, and rerecorded to correct scrivener's error in Book 6371, at pages 1018 through 1034, inclusive, of the records of Pima County, State of Arizona, pertaining to certain real property (the property) described therein and subject of a subdivision plat, under the name of Rio Verde Vista II, Lots 1 through 73, and Common Area "A" and Natural Common Area "B", recorded in Book 32 of Maps and Plats at page 49 of the records of Pima County, State of Arizona.

B. The Declaration provides that certain described real property (annexed property) may be added to the property and subjected to the Protective Covenants contained in the Declaration.

C. By this instrument, Grantor hereby intends to add the annexed property to the property and subject it to the Protective

6436ME1132

Covenants contained in the Declaration, as more particularly set forth below.

NOW, THEREFORE, Grantor hereby declares and agrees that:

1. Annexation of Territory - The real property to be annexed hereunder (annexed property) is legally described as follows:

Lots 74 through 111 and Common Area "A" and Natural Common Area "B" of RIO VERDE VISTA II, a Subdivision in 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 33 of Maps and Plats at page 37;

Heretofore, the above described annexed property was legally described by a metes and bounds description set forth in Exhibit "A", page 1, attached to said Declaration.

2. Applicability of the Declaration to the Annexed Property - The Covenants contained in the Declaration, and as amended from time to time, shall apply to the annexed property in the same manner as if it were originally covered by the Declaration and originally constituted a portion of RIO VERDE VISTA II SUBDIVISION, and the rights, privileges, duties and liabilities of the parties to the Declaration with respect to the annexed property shall be the same as with respect to the property, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of dwelling units within the annexed property shall be the same as in the case of the property.

IN WITNESS WHEREOF, Grantor has executed this document the day, month and year first above written.

APPROVED:

TITLE SECURITY AGENCY OF ARIZONA,  
an Arizona corporation, as Trustee  
under Trust No. T-212, in its  
capacity as Trustee only and not  
individually.

By   
Trust Officer

6436PAST1133



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PIMA )

On this 30th day of December, 1980, before me, the undersigned Notary Public, personally appeared William S. Boughton who acknowledged himself/~~himself~~ to be the Trust Officer of Title Security Agency of Arizona, an Arizona corporation, Trustee under Trust No. T-212, and that he/~~she~~ as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and for Trust T-212, in the capacity therein stated, and for the purposes therein contained, by signing the name of said Corporation by himself/~~himself~~ as Trust Officer of said Corporation.

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



William S. Boughton  
Notary Public

6436PAGE 1134

# **SECTION (3)**

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: OKS  
DEPUTY RECORDER  
2077 R034



DOCKET: 9874  
PAGE: 266  
NO. OF PAGES: 5  
SEQUENCE: 94173706  
09/09/94  
08:00:00

TTISE  
HUGH M CALDWELL JR

5210 E WILLIAMS CIR STE 800  
TUCSON AZ 85711

MAIL  
AMOUNT PAID \$ 10.00

EASTWIND

After recordation return to:

Hugh M. Caldwell, Jr., Esq.  
WATERFALL, ECONOMIDIS, CALDWELL,  
HANSHAW & VILLAMANA, P.C.  
5210 East Williams Circle  
Suite 800  
Tucson, Arizona 85711

**NOTICE OF ADDITION OF TERRITORY  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR RIO VERDE VISTA II  
LOTS 1 THROUGH 73 AND ANNEXED LOTS 74 THROUGH 111  
ADDITION NO. TWO**

*THIS NOTICE OF ADDITION OF TERRITORY TO DECLARATION OF PROTECTIVE COVENANTS FOR RIO VERDE VISTA II LOTS 1 THROUGH 73 AND ANNEXED LOTS 74 THROUGH 111, ADDITION NO. TWO ("Notice of Addition No. Two") is made this 8<sup>th</sup> day of Sept, 1994, by TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-212, hereafter referred to as "Grantor".*

- 1 -

PLANNING  
7288

9874 : 266

**RECITALS:**

A. All definitions set forth in the Declaration, as amended, shall be considered incorporated in this Notice of Addition of Territory as though fully set forth herein.

B. On September 24, 1980, a Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "Declaration") was recorded in Book 6371 commencing at Page 1018, in the office of the Pima County Recorder, Pima County, Arizona.

C. On July 17, 1989, a First Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "First Amendment") was recorded in Docket 8581 commencing at Page 2306, in the office of the Pima County Recorder, Pima County, Arizona. The Declaration and First Amendment are hereafter collectively referred to as the "Declaration".

D. On December 30, 1980, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Addition Number One was recorded in Book 6436, commencing at Page 1131, in the office of the Pima County Recorder, Pima County, Arizona, annexing Rio Verde Vista II Lots 74 through 1.1.

E. Article II, Paragraph 2. of the Declaration provides that certain described real property may be added to the Property and subjected to the protective covenants contained in the Declaration.

F. Grantor is desirous of adding the Annexed Property (hereafter defined) to the Property and subject it to the protective covenants contained in the Declaration.

- 2 -

PIMA COUNTY  
RECORDER

9874 267

**NOW, THEREFORE, Grantor, pursuant to Article II, Paragraph 2. of the Declaration hereby declares as follows:**

1. The real property to be annexed hereunder (the "Annexed Property") is described as follows:

**SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**

2. The covenants contained in the Declaration, as may be further amended from time to time, shall apply to the Annexed Property in the same manner as if it were originally covered by the Declaration and originally constituted a portion of RIO VERDE VISTA II SUBDIVISION, and the rights, privileges, duties and liabilities of the parties to the Declaration with respect to the Annexed Property shall be the same as with respect to the Property, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of single-family dwelling units on building sites within the Annexed Property shall be the same as in the case of the Property.

**IN WITNESS WHEREOF, the Grantor has executed this Notice of Addition No. Two the day, month and year set forth beneath its signature below.**

**TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-212, as Trustee only, and not otherwise**

By: Janet Hoggan  
Its: Trust Officer  
Date: 9-5-94

- 3 -

1706.00 HMC  
7/23/94

69874 268

STATE OF ARIZONA )  
 )  
COUNTY OF PIMA )

SUBSCRIBED AND ACKNOWLEDGED before me this 8 day of Sept,  
by Janet Hogan as trust officer  
of TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee  
under Trust No. T-212, on behalf of said Trust.

*Denise Weatherford*  
Notary Public

My Commission Expires:

4-8-98



- 4 -

ROLLING  
MILLS

89874 . 269

**EXHIBIT "A"**

That portion of the northeast quarter of Section 25, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**BEGINNING** at the northeast corner of Lot 54 of Rio Verde Vista II according to the plat recorded in Book 32 of Maps and Plats at Page 49, records of Pima County, Arizona;

**THENCE** N 89° 46' 46" E along the north line of said northeast quarter a distance of 362.91 feet;

**THENCE** S 01° 05' 00" W 194.01 feet;

**THENCE** 46° 05' 37" W 303.02 feet;

**THENCE** N 23° 18' 41" W 194.49 feet to a point on the arc of a non-tangent curve concave to the southwest, a radial line of said curve through said point having a bearing of N 19° 31' 29" E, said point being on the southerly right-of-way of Calle De Vita as shown on said Rio Verde Vista II;

**THENCE** southeasterly along said right-of-way along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 41° 24' 35" for an arc distance of 36.14 feet to a point of reverse curvature of a tangent curve concave to the west;

**THENCE** easterly, northerly and westerly along said right-of-way along the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of 235° 20' 44" for an arc distance of 205.38 feet to a radial line;

**THENCE** N 33° 27' 38" W along said radial line a distance of 163.81 feet to the **POINT OF BEGINNING**;

Containing 83,482 square feet, more or less.

**ALSO DESCRIBED AS**

Lots 112, 113 and 114 of RIO VERDE VISTA III, a subdivision in 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 46 of Maps and Plats at Page 30 thereof.

9874 270

# **SECTION (4)**



MIKE BOYD, RECORDER  
PIMA COUNTY, ARIZONA  
CERTIFICATE OF RECORDING

07/13/89  
15:33:00

W  
BROADWAY REALTY & TRUS  
PO BOX 12862

TUCSON AZ 85732

4 PAGES	AT		\$	5.00
	CONVERSION FEE			3.00
0 AFFIDAVIT	AT	2.00 EACH		.00
0 COPIES	AT	1.00 EACH		.00
0 POSTAGE	AT	1.00 EACH		.00
0 SEARCHES	AT	10.00 EACH		.00

NO. OF PAGES: 004  
SEQUENCE: 89089409  
DUCKET: 08581 PAGE: 2306

RECORDING TYPE: AMENDED RESTRICTION  
GRANTOR: RIO VERDE VISTA II L 1-73  
GRANTEE: RESTRICTION

GFS  
DEPUTY RECORDER

	TOTAL	\$	8.00
	AMOUNT PAID	\$	8.00
2000 AA21	AMOUNT DUE	\$	.00

THE ABOVE SPACE FOR RECORDERS USE ONLY  
TO BE RECORDED AS PART OF DOCUMENT

DO NOT DETACH CERTIFICATE FROM DOCUMENT

8581 2306

When recorded return to:  
Broadway Realty & Trust, Inc.  
P.O. Box 12863  
Tucson, Az 85732

FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR RIO VERDE VISTA II  
LOTS 1 THROUGH 73  
AND  
COMMON AREA "A" AND  
NATURAL COMMON AREA "B"

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RIO VERDE VISTA II LOTS 1 THROUGH 73 AND COMMON AREA "A" AND NATURAL COMMON AREA "B" is made this 18th day of July, 1989, by Grantor.

R E C I T A L S:

WHEREAS, a Declaration of Protective Covenants for Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (hereinafter referred to as "Declaration") was recorded on September 24, 1980, in Book 6371 commencing at page 1012, in the Office of the Pima County Recorder, Pima County, Arizona; and

WHEREAS, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Addition Number one as recorded on December 30, 1980, in Docket 6436 commencing at page 1131, in the office of the Pima County Recorder, Pima County, Arizona; and

WHEREAS, Article IV, Paragraph 2. of the Declaration provides that "Grantor or Approving Agent shall have the right, from time to time, to make any modifications or amendments they desire to the provisions, conditions, covenants, restrictions and reservations herein contained. Any such modification or amendment by the Grantor or Approving Agent shall be effective upon the recording in the office of the Pima County Recorder, Pima County, Arizona, of an Amendment to the Declaration."; and

WHEREAS, Grantor is desirous of amending the Declaration.

NOW, THEREFORE, Grantor, pursuant to Article IV, Paragraph 2., hereby declares that the Declaration is hereby amended as follows:

8591 2307

1. Article V, Paragraph 1, is hereby deleted in its entirety, and the following substituted therefor:

"Grantor has or shall form, under the laws of the State of Arizona, a non-profit homeowners corporation, referred to herein as the Association. Grantor will convey the Common Areas and Natural Common Areas located within Rio Verde Vista II to the Association and Grantor may, at Grantor's sole option at any time hereafter convey or otherwise transfer to the Association, all or any part of the real property described in Article II of this Declaration and any property situated thereon, and assign or otherwise transfer to the Association all or any number of rights, powers and duties retained by Grantor, or Approving Agent, under this Declaration. Upon such assignment or other transfer it shall be the responsibility of Association to exercise said rights and powers and perform said duties to further the purposes for which the Association is organized, which powers shall include, but not be limited to, the right to convey portions of the Common Area by easement or in fee simple. All acts of the Association shall be through the Board of Directors of the Association, and a majority vote, consent or approval of the members of the Board of Directors shall be valid and binding upon the Association and the members thereof, provided, however, for as long as Joseph R. Casare is the Approving Agent, the Board of Directors shall first obtain his written approval for any conveyance of Common Area. In addition, the Association shall accept the responsibilities set forth in the General Notes and Dedications on the Plat of Rio Verde Vista II referred to in Article II, Paragraph 1."

2. Except as modified herein, the Declaration recorded in Book 6371 commencing at page 1018, in the Office of the Pima County Recorder, Pima County, Arizona, shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this First Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 Through 73 and Common Area "A" and Natural Common Area "B" the day, month and year first above written.

TITLE SECURITY AGENCY OF ARIZONA,  
INC., an Arizona corporation,  
as Trustee under Trust No.  
T-212, as Trustee only, and  
not otherwise

By Norma J. Nelson  
Norma J. Nelson,  
Its Trust Officer

STATE OF ARIZONA        )  
                                  )    SE.  
County of Pima            )

SUBSCRIBED AND ACKNOWLEDGED before me this 18th day of  
July, 1989, by Norma J. Nelson as  
Trust Officer of TITLE SECURITY AGENCY OF ARIZONA, INC.,  
an Arizona corporation, on behalf of Trust No. T-212.

Dina De La Ossa  
Notary Public



**SECTION (5)**

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: LMD  
DEPUTY RECORDER  
1963 RD14



W  
WATERFALL ECONOMIDIS CALDWELL  
5210 E WILLIAMS CIRCLE #800  
TUCSON AZ 85711

DOCKET: 9860  
PAGE: 1093  
NO. OF PAGES: 3  
SEQUENCE: 94161704  
08/19/94  
ACOV 12:13:00  
MAIL  
AMOUNT PAID \* 10.00

After recordation return to:

Hugh M. Caldwell, Jr., Esq.  
WATERFALL, ECONOMIDIS, CALDWELL,  
HANSHAW & VILLAMANA, P.C.  
5210 East Williams Circle  
Suite 800  
Tucson, Arizona 85711

**SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR RIO VERDE VISTA II  
LOTS 1 THROUGH 73 AND ANNEXED LOTS 74 THROUGH 111  
AND  
COMMON AREA "A" AND NATURAL COMMON AREA "B"**

***THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR RIO VERDE VISTA II LOTS 1 THROUGH 73 AND ANNEXED LOTS 74 THROUGH 111  
AND COMMON AREA "A" AND NATURAL COMMON AREA "B" ("Second Amendment") is  
made this 19 day of August, 1994.***

**RECITALS:**

A. On September 24, 1980, a Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the

- 1 -

1130.14 (RAC)  
11/12/94

9860 1093

"Declaration") was recorded in Book 6371 commencing at Page 1018, in the office of the Pima County Recorder, Pima County, Arizona.

B. On July 17, 1989, a First Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "First Amendment") was recorded in Docket 8581 commencing at Page 2306, in the office of the Pima County Recorder, Pima County, Arizona. The Declaration and First Amendment are hereafter collectively referred to as the "Declaration".

C. On December 30, 1980, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Addition Number One was recorded in Book 6436, commencing at Page 1131, in the office of the Pima County Recorder, Pima County, Arizona, annexing Rio Verde Vista II Lots 74 through 111.

D. Article IV, Paragraph 2. of the Declaration provides that "Grantor or Approving Agent shall have the right, from time to time, to make any modifications or amendments they desire to the provisions, conditions, covenants, restrictions and reservations herein contained. Any such modification or amendment by the Grantor or Approving Agent shall be effective upon the recording in the office of the Pima County Recorder, Pima County, Arizona, of an Amendment to the Declaration".

E. Grantor is desirous of amending the Declaration.

*NOW, THEREFORE*, Grantor, pursuant to Article IV, Paragraph 2. of the Declaration hereby declares that the Declaration is hereby amended as follows:

1. The first sentence in Article II, Paragraph 2., is hereby deleted in its entirety and the following substituted therefor:

- 2 -

12/10/2012 10:54 AM

9860 1094





# **SECTION (6)**

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: SFB  
DEPUTY RECORDER  
2000 RDOC

W  
BROADWAY REALTY & TRUST INC  
PO BOX 12863

TUCSON AZ 85732  
P.O. BOX 12863  
Tucson, Arizona 85732



DOCKET: 10213  
PAGE: 482  
NO. OF PAGES: 4  
SEQUENCE: 96009394  
ARSTR: 01/19/96  
10:58:00  
MAIL  
AMOUNT PAID \$ 10.00

**THIRD AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR RIO VERDE VISTA II  
LOTS 1 THROUGH 73, ANNEXED LOTS 74 THROUGH 111  
AND ANNEXED LOTS 112, 113 AND 114, RIO VERDE VISTA III  
AND  
COMMON AREA 'A' AND NATURAL COMMON AREA 'B'**

***THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE  
COVENANTS FOR RIO VERDE VISTA II LOTS 1 THROUGH 73,  
ANNEXED LOTS 74 THROUGH 111 AND ANNEXED LOTS 112, 113  
AND 114, RIO VERDE VISTA III AND COMMON AREA 'A' AND  
NATURAL COMMON AREA 'B' ("Third Amendment") is made this  
18 day of January, 1996.***

**RECITALS:**

A. On September 24, 1980, a Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "Declaration") was recorded in Book 6371 commencing at Page 1018, in the office of the

Pima County Recorder, Pima County, Arizona.

B. On December 30, 1980, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Addition Number One was recorded in Book 6436, commencing at Page 1131, in the office of the Pima County Recorder, Pima County, Arizona, annexing Rio Verde Vista II Lots 74 through 111.

C. On July 18, 1989, a First Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "First Amendment") was recorded in Docket 8581 commencing at Page 2306, in the office of the Pima County Recorder, Pima County, Arizona.

D. On August 19, 1994, a Second Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Annexed Lots 74 through 111 and Common Area "A" and Natural Common Area "B" (the "Second Amendment") was recorded in Docket 9860 commencing at Page 1093, in the office of the Pima County Recorder, Pima County, Arizona. The Declaration, First Amendment and Second Amendment are hereafter collectively referred to as the "Declaration".

E. On September 9, 1994, a Notice of Addition of Territory to Declaration of Protective Covenants for Rio Verde Vista II, Lots 1 through 73 and Annexed Lots 74 through 111, Addition No. Two was recorded in Book 9874, commencing at Page 266, in the office of the Pima County Recorder, Pima County, Arizona, annexing Rio Verde Vista III, Lots 112, 113 and 114.

F. Article IV, Paragraph 2. of the Declaration provides that "Grantor or Approving Agent shall have the right, from time to time, to make any modifications or amendments they

desire to the provisions, conditions, covenants, restrictions and reservations herein contained. Any such modification or amendment by the Grantor or Approving Agent shall be effective upon the recording in the office of the Pima County Recorder, Pima County, Arizona of an Amendment to the Declaration".

G. Grantor is desirous of amending the Declaration.

NOW, THEREFORE, Grantor, pursuant to Article IV, Paragraph 2, of the Declaration hereby declares that the Declaration is hereby amended as follows:

1. The second paragraph in Article I which sets forth the definition of the term "Approving Agent" is hereby deleted in its entirety and the following substituted therefor:

"Approving Agent" shall mean BROADWAY MANAGEMENT COMPANY and such other persons or entities duly appointed by Grantor or BROADWAY MANAGEMENT COMPANY.

2. Except as modified herein, the Declaration shall remain in full force and effect.

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

TITLE SECURITY AGENCY OF  
ARIZONA, INC., an Arizona corporation,  
as Trustee under Trust No. T-212, as  
Trustee only, and not otherwise

By: Janet Hogan  
As: Trust Officer  
Date: 1-18-96

STATE OF ARIZONA     )  
                                  ) M.  
COUNTY OF PIMA     )

SUBSCRIBED AND ACKNOWLEDGED before me this 15<sup>th</sup> day of  
January, 19 96 by Janet Hogan as  
trust officer of TITLE SECURITY AGENCY OF ARIZONA,  
INC., an Arizona corporation, as Trustee under Trust No. T-212, on behalf of said Trust.

My Commission Expires: 4-8-97     *David J. [Signature]*  
Notary Public



**SECTION (7)**

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: KSO  
DEPUTY RECORDER  
9383 ROOC



DOCKET: 11498  
PAGE: 1234  
NO. OF PAGES: 4  
SEQUENCE: 20010430338  
03/05/2001  
ACOV 15:30  
MAIL  
AMOUNT PAID \$ 25.00

W  
BROADWAY REALTY & TRUST  
PO BOX 12863  
TUCSON AZ 85732

After recordation return to:

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

**FOURTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR RIO VERDE VISTA II  
LOTS 1 THROUGH 73, ANNEXED LOTS 74 THROUGH 111  
AND ANNEXED LOTS 112, 113, AND 114 OF RIO VERDE VISTA III,  
AND  
COMMON AREA "A" AND NATURAL COMMON AREA "B"**

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RIO VERDE VISTA II LOTS 1 THROUGH 73, ANNEXED LOTS 74 THROUGH 111, AND ANNEXED LOTS 111, 112 AND 113 OF RIO VERDE VISTA III AND COMMON AREA "A" AND NATURAL COMMON AREA "B" ("Fourth Amendment") is made this 5th day of March, 2001, by Title Security Agency of Arizona, Inc., an Arizona corporation, as Trustee under Trust No. T-212, as Trustee only, and not otherwise, hereafter referred to as ("Grantor").

1  
1  
4  
9  
8  
1  
2  
3  
4

1734 25 HMC  
PUBERT & SONS, P.O. Box 1000, Tucson, AZ 85701-1000 (520) 298-1141

**RECITALS:**

A. On September 24, 1980, a Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "Original Declaration") was recorded on May 1, 1980, in Book 6371 commencing at page 1018, and re-recorded on September 24, 1980, to correct a scrivener's error in Book 6371, commencing at page 6371, commencing at page 1018, in the office of the Pima County Recorder, Pima County, Arizona.

B. On July 18, 1989, a First Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "First Amendment") was recorded in Book 8581 commencing at Page 2306, in the office of the Pima County Recorder, Pima County, Arizona.

C. On December 30, 1980, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Addition Number One ("Addition No. One") was recorded in Book 6436, commencing at page 1131, in the office of the Pima County Recorder, Pima County, Arizona, annexing Rio Verde Vista II Lots 74 through 111.

D. On August 18, 1994, a Second Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Annexed Lots 74 through 111 and Common Area "A" and Natural Common Area "B" (the "Second Amendment") was recorded in Docket 9860 commencing at page 1093, in the office of the Pima County Recorder, Pima County, Arizona.

E. On September 9, 1994, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Annexed Lots 74 through 111, Addition

1  
1  
4  
9  
8  
1  
2  
3  
5



No. Two ("Addition No. Two") was recorded in Docket 9874, commencing at page 266, in the office of the Pima County Recorder, Pima County, Arizona.

F. On January 19, 1996, a Third Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73, Annexed Lots 74 through 111 and Annexed Lots 112, 113 and 114 of Rio Verde Vista III, and Common Area "A" and Natural Common Area "B" (the "Third Amendment") was recorded in Docket 10213, commencing at page 482, in the office of the Pima County Recorder, Pima County, Arizona.

G. Article IV, Paragraph 2. of the Original Declaration provides that "Grantor or Approving Agent shall have the right, from time to time, to make any modifications or amendments they desire to the provisions, conditions, covenants, restrictions and reservations herein contained. Any such modification or amendment by the Grantor or Approving Agent shall be effective upon the recording in the office of the Pima County Recorder, Pima County, Arizona, of an Amendment to the Declaration."

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

I. Grantor is desirous of amending the Declaration.

NOW, THEREFORE, Grantor, pursuant to Article IV, Paragraph 2. of the Original Declaration, hereby declares that the Declaration is hereby amended as follows:

1. Article V., Paragraph 4. (introductory paragraph) of the Original Declaration is hereby deleted in its entirety and the following substituted therefor:

1  
1  
4  
9  
8  
  
1  
2  
3  
6

The owner of each building site bound by this Declaration shall pay to the Association a sum equal to the total of the amounts set forth in Subparagraphs A, B, and C, below (hereafter referred to as the "Assessments"). Notwithstanding anything contained in the previous sentence to the contrary, Grantor and the beneficiaries of Grantor (i.e., Joseph R. Cesare and Broadway Realty & Trust, Inc.) are exempt from the payment of any Assessments on Lots 112, 113 and 114 of Rio Verde Vista III (which Lots are owned by Grantor and were annexed to the Property by the recordation of Addition No. Two). Said Lots 112, 113 and 114 shall become subject to all Assessments at such time as same are conveyed to a third party by Grantor or the beneficiaries of Grantor.

2. Except as modified herein, the Declaration shall remain in full force and effect.

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

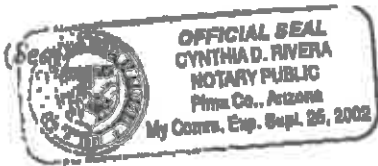
TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-212, as Trustee only, and not otherwise

By: Leslie D. Hogg  
 Its: Trust Officer  
 Date: March 5, 2001

STATE OF ARIZONA        )  
   ) ss.  
 COUNTY OF PIMA         )

SUBSCRIBED AND ACKNOWLEDGED before me this 5th day of March, 2001, by Leslie D. Hogg as Trust Officer of TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-212, on behalf of said Trust.

[Signature]  
 Notary Public



1736 23 (11/01)  
 PUNYER, BIRNWOOD & CO., Not. Publics | 75-124 - 4th Annual C.C.R.S. #1 11 01 (L.S. 112 114)

11498  
 JUN 1 2001

# **SECTION (8)**

F. ANN RODRIGUEZ, RECORDER  
Recorded By: BDR  
DEPUTY RECORDER  
4884

W  
BROADWAY REALTY & TRUST  
PO BOX 12863  
TUCSON AZ 85732



SEQUENCE : 20113410138  
NO. PAGES : 5  
ACOV 12/07/2011 13:21  
MAIL  
AMOUNT PAID: \$28.00

After recordation return to:

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

---

**FIFTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR RIO VERDE VISTA II  
LOTS 1 THROUGH 73, ANNEXED LOTS 74 THROUGH 111  
AND ANNEXED LOTS 112, 113, AND 114 OF RIO VERDE VISTA III,  
AND  
COMMON AREA "A" AND NATURAL COMMON AREA "B"**

THIS FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RIO VERDE VISTA II LOTS 1 THROUGH 73, ANNEXED LOTS 74 THROUGH 111 OF RIO VERDE VISTA II AND ANNEXED LOTS 112, 113 AND 114 OF RIO VERDE VISTA III AND COMMON AREA "A" AND NATURAL COMMON AREA "B" ("*Fifth Amendment*") is made this 7 day of December, 2011, by TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, AS TRUSTEE UNDER TRUST No. T-212, as Trustee only, and not otherwise, hereafter referred to as ("*Grantor*").

Except as modified by the terms of this Fifth Amendment, all definitions set forth in the Declaration (hereafter defined) shall be considered incorporated in this Fifth Amendment as though fully set forth herein.

## RECITALS:

A. On May 1, 1980, a Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "*Declaration*") was recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Book 6270 at page 887, and re-recorded on September 24, 1980, in Book 6371 at page 1018 to correct a scrivener's error.

B. On July 18, 1989, a First Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Common Area "A" and Natural Common Area "B" (the "*First Amendment*") was recorded in the office of the Pima County Recorder, Pima County, Arizona, in Book 8581 at page 2306.

C. On December 30, 1980, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Addition Number One ("*Additlon No. One*") was recorded in the office of the Pima County Recorder, Pima County, Arizona, in Book 6436 at page 1131, annexing Rio Verde Vista II Lots 74 through 111.

D. On August 19, 1994, a Second Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Annexed Lots 74 through 111 and Common Area "A" and Natural Common Area "B" (the "*Second Amendment*") was recorded in the office of the Pima County Recorder, Pima County, Arizona, in Docket 9860 at page 1093.

E. On September 9, 1994, a Notice of Addition of Territory to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73 and Annexed Lots 74 through 111, Addition No. Two ("*Addition No. Two*") was recorded in the office of the Pima County Recorder, Pima County, Arizona, in Docket 9874 at page 266, annexing Rio Verde Vista III Lots 112, 113 and 114.

F. On January 19, 1996, a Third Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73, Annexed Lots 74 through 111 of Rio Verde Vista II and Common Area "A" and Natural Common Area "B" and Annexed Lots 112, 113 and 114 of Rio Verde Vista III (the "*Third Amendment*"), was recorded in the office of the Pima County Recorder, Pima County, Arizona, in Docket 10213 at page 482.

G. On March 5, 2001, a Fourth Amendment to Declaration of Protective Covenants For Rio Verde Vista II Lots 1 through 73, Annexed Lots 74 through 111 of Rio Verde Vista II and Common Area "A" and Natural Common Area "B" and Annexed Lots 112, 113 and 114 of Rio Verde Vista III (the "*Fourth Amendment*"), was recorded in the office of the Pima County Recorder, Pima County, Arizona, in Docket 11498 at page 1234.

H. The Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are sometimes hereafter collectively referred to as the "*Declaration*."

I. Article IV, Paragraph 2. of the Declaration provides:

"Grantor or Approving Agent shall have the right, from time to time, to make any modifications or amendments they desire to the provisions, conditions, covenants, restrictions and reservations herein contained. Any such modification or amendment by the Grantor or Approving Agent shall be effective upon the recording in the office of the Pima County Recorder, Pima County, Arizona, of an Amendment to the Declaration."

J. Grantor, by this Fifth Amendment, is desirous of amending the Declaration to delete Lots 1 through 6, inclusive, of Rio Verde Vista II from the Property which is subject to the Declaration. Further, this Fifth Amendment shall be deemed a waiver of all of the provisions, conditions, covenants, restrictions and reservations contained in the Declaration with respect to Lots 1 through 6, inclusive, of Rio Verde Vista II.

**NOW, THEREFORE**, Grantor, pursuant to Article IV, Paragraph 2. of the Declaration, hereby declares that the Declaration is hereby amended as follows:

1. The definition of the term "*Approving Agent*," as set forth in Article I of the Declaration, as said definition was amended in the Third Amendment, is hereby deleted in its entirety and the following substituted therefor:

"Approving Agent shall mean JOSEPH R. CESARE and such other persons or entities duly appointed by Grantor or JOSEPH R. CESARE."

2. The definition of the term "*Declaration*," as set forth in Article I of the Declaration, is hereby deleted in its entirety and the following substituted therefor:

"Declaration" shall mean this Declaration of Protective Covenants for Rio Verde Vista II, Lots 7 through 73 and Common Area "A" and Natural Common Area "B," and any amendments thereto."

3. The definition of the terms "the Property" and "the subdivision," as set forth in Article I of the Declaration, is hereby deleted in its entirety and the following substituted therefor:

"The Property" or "the subdivision" shall mean all that real property identified in the Subdivision Plat as Lots 7 through 73 and Common Area "A" and Natural Common Area "B" of Rio Verde Vista II, and any real property annexed pursuant to Article II of this Declaration."

4. Article II, Paragraph 1. of the Declaration is hereby deleted in its entirety and the following substituted therefor:

"1. The Property which is, and shall be, conveyed, transferred, occupied and sold subject to this Declaration is located in the County of Pima, State of Arizona, and is more particularly described as follows:

Lots 7 through 73 and Common Area "A" and Natural Common Area "B" of RIO VERDE VISTA II, a subdivision in 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 32 of Maps and Plats at page 49.

Lots 74 through 111 and Common Area "A" and Natural Common Area "B" of RIO VERDE VISTA II, a Subdivision in 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 33 of Maps and Plats at page 37.

Lots 112, 113 and 114 of RIO VERDE VISTA III, a subdivision in 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 46 of Maps and Plats at page 30 thereof."

Except as modified herein, the Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall remain in full force and effect.

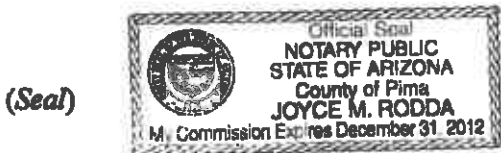
IN WITNESS WHEREOF, the Grantor has executed this Fifth Amendment the day, month and year set forth beneath its signature below.

TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-212, as Trustee only, and not otherwise

By: [Signature]  
Its: [Signature]  
Date: 12/1/11

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA        )

SUBSCRIBED AND ACKNOWLEDGED before me this 7<sup>th</sup> day of December 2011, by Diane L. Sloane as [Signature] of TITLE SECURITY AGENCY OF ARIZONA, INC., an Arizona corporation, as Trustee under Trust No. T-212, on behalf of said Trust.



[Signature]  
Notary Public



