

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: NMB
DEPUTY RECORDER
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NOTICE 11:55
MAIL
AMOUNT PAID \$ 16.00

W
PLATINUM MANAGEMENT INC
PO BOX 17539
TUCSON AZ 85731

Notice for Sunrise Pointe Townhouse Association

Pursuant to A.R.S. §33-1256(J) (for Condominiums) or 33-1807(J) (for Planned Communities) **Sunrise Pointe** Townhouse Association gives Notice of the following information:

The name of this Association (as reflected in the records of the Arizona Corporation Commission) is: **Sunrise Pointe** "Association".

The address of the Association is: **P.O. Box 17539, Tucson, AZ 85731.**

The designated agent/management company for the Association is: **Platinum Management Inc.**

The telephone number for the Association is: **(520) 623-2324.**

The name of this subdivision/condominium as reflected on the plat for this development is **Sunrise Pointe Townhouse Association.**

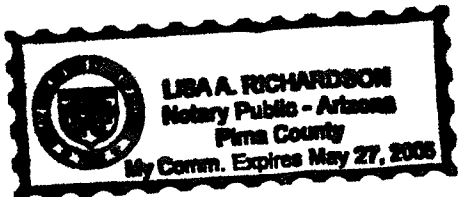
The Declaration of Covenants, Conditions, and Restrictions for the Association were recorded on 11/24/75 in Docket **5150** at page 13, Office of the Pima County Recorder. Amendments to the Declaration are recorded as follows:

Amendments: June 5, 1984 #65453
Book 7297 Page 1280-1294

By: Mary Adah Ball
Its: President

STATE OF ARIZONA)
) ss.
County of Pima)

ACKNOWLEDGED before me on August 12, 2004, by Mary Adah Ball, the President of the Association.



Lisa A. Richardson
Notary Public

Pima County Recorder
Tracking #200402254

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COUNTY OF PIMA
Witness my hand and Official Seal.

INSTRUMENT WAS NOT RECORDED
in Pima County, State of Arizona Book 5150 Page 13 3777 East Broadway
Tucson, Arizona Attn: C. Jackson

IDA MAE SMYTH

Date: NOV 24 75-9 00 AM

Indexed	Filed	Blotted

County Recorded

Request of: STEWART TITLE & TRUST OF TUCSON

By: Ida Mae Smyth
Deputy

Fee: 4.50

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

SUNRISE POINTE TOWNHOUSES

STEWART TITLE & TRUST CO., an Arizona corporation, being the Trust Officer
of the following described real property:

Lots 1 through 21 and Common Areas, A and B of Sunrise Pointe
Townhouses, a subdivision of Pima County, Arizona, as
shown on the plat recorded in the Pima County Recorder's
office, in Book 27 of Maps and Plats at page 63.

Said real property consists of 21 residential lots, each
of which is hereinafter referred to as a "parcel", and two common
areas designated on said plat as Common Areas "A" & "B".

The owner of said real property desires to establish the nature and the use
and enjoyment of said parcels, and hereby declares that the following conditions,
covenants, restrictions and reservations shall attach to the said real property
and shall constitute covenants running with the land:

1. Said premises shall be for residential use only, and construction thereon
is restricted to high-class, single-family dwellings, and no business
uses or activities of any kind whatsoever shall be permitted or conducted upon
said premises.

2. All improvements erected upon said premises shall be of new construction
and no buildings or structures shall be moved from other locations onto said
premises.

3. No animals, livestock or poultry shall be kept on the premises, except
for a maximum of two household pets in each parcel; and no billboards and no signs
of a commercial nature, including "For Rent" or "For Sale" signs, shall be allowed un-
less Sunrise Pointe Townhouse Association, in its discretion, grants an ex-
ception to this restriction; and no store, office, or other place of business of
any kind, and no institution or other place for the care or treatment of the sick
or disabled, physically or mentally, shall be placed or permitted to remain on
any of said parcels; nor shall any theatre, bar, restaurant, saloon, or other
place of entertainment ever be erected or permitted upon the premises, or any part
thereof; and no business of any kind or character whatsoever shall be conducted in

or from any residence; nor shall any unsightly object or nuisance be erected, placed or maintained on any of said parcels; nor shall any use of things be permitted which may endanger the health or unreasonably disturb the holder of any parcel in Sunrise Pointe.

4. Each parcel shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets.

5. All screening areas, whether fences, hedges or walls, shall be erected or maintained upon the parcels in said development in accordance with the original construction of the buildings located on said premises or as approved by Sunrise Pointe Townhouse Association.

6. Ownership of said parcels shall be evidenced by a deed to each parcel, and ownership of one parcel will entitle the owner of said parcel to an undivided 1/21st interest in the common areas "A" & "B" as shown on the recorded plat, and the owner of each parcel shall become a member of the Sunrise Pointe Townhouse Association, a non-profit corporation. Membership in the Association shall not be separated from ownership of a parcel, and membership shall be limited to owners of parcels in Sunrise Pointe. Upon any sale of a parcel, the membership of the seller in the Association shall be automatically transferred to the buyer of said parcel. The individual's undivided interest in the common area shall also include all improvements in the common area such as, but not limited to, streets, curbs, sidewalks, recreational area, entry, gas, water and sewer service lines, and all ad valorem taxes and other taxes. Sunrise Pointe Townhouse Association, a non-profit corporation organized under and by virtue of the laws of the State of Arizona, shall be responsible for the maintenance and upkeep of the property and improvements held in common.

7. Sunrise Pointe Townhouse Association shall do all things necessary for the general benefit and welfare of the property owners in Sunrise Pointe, and shall manage and maintain said development in accordance with its By-Laws, its Articles of Incorporation and provisions of these covenants. The By-Laws and rules of said Association shall govern the use and enjoyment of all common areas for the mutual benefit of all parcel owners. The Association may designate

additional parking space around the Recreation Area for use of the occupants of any townhouse parcel, excepting those additional parking spaces that are designated for Lots 18 through 21.

8. Sunrise Pointe Townhouse Association shall have the power and be required to levy monthly assessments payable at least one month in advance. The Sunrise Pointe Townhouse Association shall have the authority and power to collect delinquent assessments from the owners. Payment shall be due on the first day of each month after completion of any dwelling erected on any parcel and shall become delinquent ten (10) days thereafter, if not fully paid. All delinquent assessments shall bear interest at the rate of eight per cent (8%) per annum from the date on which they become delinquent. In the event it shall become necessary for the Sunrise Pointe Townhouse Association to employ attorneys to collect delinquent assessments, whether by foreclosure of the lien created hereunder or by action at law, the delinquent owner shall pay, in addition to the assessment and interest accrued thereon, a reasonable attorney's fee and all other costs and expenses incurred by the Sunrise Pointe Townhouse Association as a result of said delinquency.

The monthly assessment for each parcel shall be determined by the Association annually and shall be a pro rata share of the actual cost to the Association, on a current expense and future expense reserve basis, for all the following: water used in common area; garbage pick-up service for each parcel; pool-maintenance service; gardening-maintenance service in front and on side yards and recreation area; repairs and maintenance of utility-service lines held in common; insurance premiums (described below in Insurance Paragraph); repair and maintenance or any other necessary costs in said areas held in common, repair and maintenance of roofs on individual townhouse parcels; painting of exterior townhouse and patio walls; professional management service.

The Sunrise Pointe Townhouse Association shall secure policies so that a blanket insurance policy is in force at all times covering all Sunrise Pointe common areas with liability insurance in the amount of \$300,000.00, fire and extended coverage in the amount of \$10,000.00 on structures, equipment and improvements in the recreation and pool areas, and the Association shall also make

arrangements for the issuance of a blanket fire and extended coverage policy so that the same is available to any member who desires to secure such coverage.

In the event that any monthly assessment as provided herein shall not be paid within twenty (20) days from the date it becomes delinquent, the amount of such assessment shall be and become a lien upon the parcel or parcels against which such assessment is levied. Such lien may be foreclosed in the manner provided by the Statute for the foreclosure of materialmen's liens.

9. Upon the failure of any owner of a parcel to maintain the premises and the improvements thereon in a manner satisfactory to the Association, then the Association, through its agents and employees, is herewith granted the right to enter upon such parcel and to make such reasonable repairs, maintenance, rehabilitation or restoration of the premises and the exterior of any improvements located thereon as may be necessary, and the cost thereof shall be charged against the owner of said parcel by invoice in the manner hereinabove set forth.

10. No subsequent additions, alterations or improvements, fences, walls or other structures to those originally constructed upon any parcel shall be commenced, erected or maintained on any parcel until the plans and specifications for the same showing all construction details, including shape, height, materials, floor plans, location and approximate cost, shall have been submitted to and approved by the Board of Directors of Sunrise Pointe Townhouse Association, and a copy thereof as finally approved, included in the Minutes of said Board of Directors. Said Board shall have the right to deny approval of any plans or specifications which are not, in its opinion, suitable or desirable for aesthetic reasons, or do not conform with existing construction.

11. The wall between any two units or apartments, or their respective patios, shall be a party wall, the middle line of which shall coincide with the property line and the rights of the owners shall be governed by the general law relating to party walls.

12. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons purchasing, leasing, sub-leasing or occupying any parcel or parcels in Sunrise

Pointe after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the Sunrise Pointe Townhouse Association, its duly authorized agent, officer or attorney, or any member of the Association, provided however, that the violation or breach of any covenant, restriction, reservation and/or condition or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said parcel or parcels, and, except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments of conveyance of any interest in all or part of the parcel to be conveyed which is a parcel or parcels of Sunrise Pointe shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether expressed reference is made to this instrument or not.

13. (a) Each owner shall be responsible for his own parcel utility costs, ad valorem taxes on his parcel or parcels and his undivided 1/21st interest in the common area, appliance repairs, including but not limited to refrigeration units, refrigerator, furnace, fans, stove, water heater, dishwasher, disposal and all other appliances for repair and upkeep within his own apartment.

(b) Each owner shall be responsible and pay for all damage he, his guests or employees may cause to his or any other owner's property or to the property held in common.

14. (a) The Sunrise Pointe Townhouse Association shall have one class of voting membership. Each member shall be entitled to one vote for each parcel which he owns. For purposes hereof, there shall be but one vote for each parcel whether the same is owned by one person, by a husband and wife, or by

joint tenants, or any other form of ownership. Such co-owners must agree on the vote and if they can not agree, in no event shall more than one vote be cast for each lot.

(b) Each parcel owner grants to Stewart Title & Trust as Trustee, a proxy on the owner's right to vote as a member of the Association, and authorizes said Trustee to exercise said voting right, subject to the following limitations:

This voting right shall continue until eighty per cent (80%) of the parcels have been sold in said Sunrise Pointe. When eighty per cent (80%) of the parcels shown on the Recorded Plat have been sold and occupied, then the Trust shall be terminated, or at the discretion of the Trustee, the Trust may be terminated at any time, and the voters shall proceed according to the Conditions and to the By-Laws of the Sunrise Pointe Townhouse Association, or no later than January 1, 1980.

15. (a) Any owner of a parcel of real property who shall mortgage the same for construction of a building thereon shall be deemed to have mortgaged his undivided 1/21st interest in the common areas so that in the event there is a foreclosure of a mortgage encumbering any particular parcel of property, the mortgage shall acquire the undivided 1/21st interest in the common areas as said undivided interest was owned by the mortgagor of the defaulting mortgage.

(b) The following provisions shall apply to and benefit each holder of a first mortgage upon a dwelling unit (called the first mortgagee):

(1) The first mortgagee shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, rule, Association Article of Incorporation or By-Law, or Management Agreement, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.

(2) During the pendency of any proceeding to foreclose the first mortgage, including any period of redemption, the first mortgagee (or any receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the owner of the mortgaged dwelling unit, including but not limited to the right to vote as a member of the Association to the exclusion of the owner's exercise of such rights and privileges.

(3) At such times as the first mortgagee shall become record owner of a dwelling unit said first mortgagee shall be subject to all of the terms and conditions of these Covenants, Conditions and Restrictions, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any owner.

(4) The first mortgagee, or any other party acquiring title to a mortgaged dwelling unit through foreclosure suit or through any equivalent proceedings such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title to the mortgaged dwelling unit free and clear of any lien authorized by or arising out of any of the provisions of this Declaration which secures the payment of any assessment for charges accrued prior to the final conclusion of any such foreclosure suit or equivalent proceeding, including the expiration date of any period of redemption, except as follows: Any such unpaid assessment against the dwelling unit foreclosed against shall be paid out of a reserve fund set up for this purpose. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner of the respective defaulting dwelling unit to the Association, and the Board of Directors shall use reasonable efforts to collect the same from the owner even after he is no longer a member of the Association. There shall be a lien upon the interests of the first mortgagee or other party which acquires title to a mortgaged dwelling unit by foreclosure suit or by equivalent procedures for all assessments authorized by this Declaration which accrue and are assessed after the date the acquirer has acquired title to the dwelling unit free and clear of any right of redemption.

16. The invalidity of any one of the agreements, covenants, restrictions, reservations or conditions herein contained by judgment, decree or court order, shall in nowise effect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

17. The owner, and its successors and assigns, shall, notwithstanding any other provision of this Declaration, be permitted to establish and maintain a business office on any of the lots in said subdivision for the purpose of developing and selling said lots, and said developer shall be permitted to erect and maintain advertising signs in connection with said sale activities. Said office and advertising use may continue until all of the property in said subdivision have been sold to individual home owners.

18. (a) Common Area A is reserved by the Final Plat for ingress/egress purposes for all Sunrise Pointe Townhouse Owners, their guests and invitees, the property owners of the remaining portion of Lot 124 of Skyline Bel Aire Estates not being resubdivided and their guests and invitees.

18. (continued)

(b) Common Areas A & B are dedicated as an easement by the final plat to Pima County for the installation and maintenance of utilities and sewers. Common Area A is also dedicated as an access easement for the purpose of County Access to the adjacent drainageways.

(c) The Sunrise Pointe Townhouse Association shall be responsible for the maintenance, safety, control and liability of the Common Areas A & B.

(d) The H.C.S. (House Connection Sewer) from the Townhouse to the sewer mainline is the responsibility of the individual townhouse owner.

(e) Each townhouse and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of townhouses agree that minor encroachments of parts of the adjacent townhouse units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

(f) All terms of these covenants, conditions and restrictions are subject to Pima County's Ordinance and Subdivision regulations as they exist or may be amended.

The terms, conditions, reservations, covenants and restrictions herein contained shall continue in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of five (5) years each unless revoked or amended by an instrument in writing executed and acknowledged by the owners of not less than 75% of the parcels in Sunrise Pointe, which said instrument shall be recorded in the office of the Recorder of Pima County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any five (5) year extension thereof.

The procedures of election of the Board of Directors, their duties, meetings, special meetings, meeting dates, procedures and quorum and by-laws are to be provided for in the Articles of Incorporation of the Sunrise Pointe Townhouse Association. All amendments, by-law changes, and special assessments must be approved by at least eleven (11) lot owners.

19. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that any such assessment shall have the assent of eleven (11) affirmative votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

20. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the lot owners. Any amendment must be recorded in the office of the County Recorder of Pima County, Arizona.

The Declaration of Covenants, Conditions and Restrictions executed by Stewart Title and Trust as Trustee under Trust #1294, recorded in Book 5150, pages 13 through 22, dated November 24, 1975, covering Lots 1 through 21 and Common Areas A and B of Sunrise Pointe Townhouses, Pima County, Arizona, (recorded in Book 27 of Map and Plats at Page 63) is hereby amended as follows:

Lines 8 and 9 of the second paragraph of Article 8 shall have the following words deleted:

"...repair and maintenance of roofs on individual townhouse parcels;..." 12/75

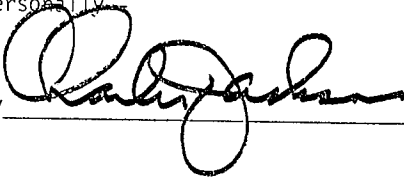
The following language shall be added as the final sentence in the second paragraph of Article 8:

Repair and maintenance of roofs on individual townhouse parcels shall be the responsibility of each owner, not of the Association.

All the remaining terms and provisions of said Declaration shall be and remain in force.

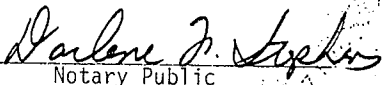

DATED THIS 22nd day of August, 1975

STEWART TITLE & TRUST OF TUCSON,
an Arizona Corporation as Trustee
under Trust No. 1294 and not
personally

By 

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

On this the 22nd day of August, 1975, before me, the undersigned officer, personally appeared Charles Jackson, who acknowledged himself to be the Trust Officer of STEWART TITLE & TRUST OF TUCSON, a corporation, and that he, being authorized so to do in said capacity, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as said officer thereof.


Notary Public 

My commission expires:
12 / 2 / 75