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AMENDMENT AND RESTATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SUNRISE TERRITORY VILLAGE TOWNHOMES
LOTS 1 THROUGH 43

KNOW ALL MEN BY THESE PRESENTS:

This Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions is made this 8th day of February, 1991 by the Declarant, SUNRISE TERRITORY VILLAGE TOWNHOMES HOMEOWNERS' ASSOCIATION, (hereinafter the "Association"), the Successor Declarant to LAWYERS TITLE OF ARIZONA, an Arizona Corporation, as Trustee under Trust No. 7243-T. This instrument is applicable to the "Properties" which are defined as Lots 1-43, being a portion of a resubdivision of Sunrise Territory Village, including Common Areas and Common Local Areas designated A, B, C and D, according to the map or plat thereof recorded in the Office of the Pima County Recorder in Book 31, Page 83 thereof, together with any amendments to the map or plat.

The Association has been properly authorized to make this restatement and all amendments included herein by the Articles of Incorporation, Bylaws, and Declaration of Covenants, Conditions and Restrictions for the Association (hereinafter "Declaration"). This instrument is executed by the President and Secretary of the Association acting at the proper direction of the Directors and Members pursuant to the provisions of said Declaration which has been recorded in the office of the Pima County Recorder, Book 6050, Page 0887, and thereafter amended by instruments recorded in Book 6183, Page 1283; Book 6655, Page 332; and Book 7476, Page 624 in the Office of the Pima County Recorder. This Restatement of the Declaration of Covenants, Conditions and Restrictions is intended to and does hereby restate, supersede, and completely replace any previous instruments and/or amendments, including but not limited to the instruments specifically set forth in Exhibit A which is attached hereto and incorporated herein.

That SUNRISE TERRITORY VILLAGE TOWNHOMES HOMEOWNERS' ASSOCIATION does hereby certify and declare this plan for the ownership and use of the Properties and establishes the following Covenants, Conditions and Restrictions to which the Properties shall be subject, all of which shall be binding upon and inure to the benefit of the present and future owners thereof.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SUNRISE TERRITORY VILLAGE TOWNHOMES
LOTS 1 THROUGH 43

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ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SUNRISE TERRITORY VILLAGE TOWNHOMES HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Declarant" shall mean and refer to SUNRISE TERRITORY VILLAGE TOWNHOMES HOMEOWNERS' ASSOCIATION, the Successor Declarant to LAWYERS TITLE OF ARIZONA, an Arizona Corporation, as Trustee under Trust No. 7243-T.

Section 3. "Predecessor Declarant" shall mean and refer to LAWYERS TITLE OF ARIZONA, an Arizona Corporation, under Trust No. 7243-T, and its successors or assigns.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 5. "Common Areas" shall mean the real property designated as Natural Open Space (Common Areas A and D) on the Plat. "Common Local Areas" shall mean all real property designated as Private Streets (Common Area B) and Recreation Area (Common Area C) on the Plat. The Common Local Areas may in the future include such recreational facilities as the Association may establish.

Section 6. "Lot" shall mean the numbered plots of land shown on the Plat (without regard to whether a structure has been constructed thereon), unless otherwise defined herein.

Section 7. "Member" shall mean and refer to every person who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Properties, including the buyer under a contract for the sale of real estate, but excluding persons holding an interest merely as security for the performance of an obligation.

Section 9. "Mortgage" shall include not only Mortgages but also Deeds of Trust, and the term "Mortgagee" shall include a beneficiary under a Deed of Trust.

Section 10. "Plat" shall mean the map or plat of record in the office of the County Recorder of Pima County, Arizona, in Book 31 of Maps and Plats at Page 83 thereof, Sunrise Territory Village Townhomes, Lots 1 through 52, inclusive.

Section 11. "Person" shall include a corporation, company partnership, firm, association or society, as well as natural person.

Section 12. "Apache Hills Trail" shall mean the Apache Hills Trail dedicated in Plat for Sunrise Territory Village, Lots 1 through 28 and Lots 35 through 169, of record in the office of

Article I
Definitions

County Recorder of Pima County, Arizona, in Book 24 of Maps and Plats at Page 31 thereof.

Section 13. "Hohokam Trail" shall mean the Hohokam Trail dedicated in the Plat for Sunrise Territory Village Townhomes, Lots 1 through 49 of record in office of County Recorder of Pima County, Arizona, in Book 31 of Maps and Plats at Page 83 thereof.

Section 14. "Sunrise Territory Village" shall mean the subdivision by that name of record in the office of County Recorder of Pima County, Arizona, in Book 24 of Maps and Plats at Page 31 thereof.

ARTICLE II
SCOPE OF AGREEMENT

This agreement covers all the rights and duties of the Owners of Lots 1 through 43 of the Plat. All of the Common Areas referred to in the Plat will be owned by the Association and will be subject to all of the rights and duties relating thereto as set forth in the remainder of this agreement.

The Owners of Lots 44 through 52 of the Plat shall not be subject to the terms of this agreement and will not be members of the Association. Lots 44 through 52 of the Plat will be members of the Homeowners Association to which Sunrise Territory Village is a whole or part of.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Every Person who is an Owner of a Lot in Sunrise Territory Village Townhomes as provided in Article II above shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Only Persons who own Lots shall be members of the Association.

Section 2. Voting Rights Each Owner shall be entitled to one (i) vote for each Lot he owns, except that there shall be but one (1) vote for each Lot, whether the same is owned by one (1) person, by a husband and wife, by joint tenants, or any other form of ownership. Co-owners must agree on the vote and if they cannot agree the vote shall be pro-rated among them.

ARTICLE IV

COMMON AREAS AND COMMON LOCAL AREAS

Section 1. Ownership Ownership of the Common Areas is hereby vested in the Association subject to the easements created in Article V hereof. Common Areas are intended for use as public utility easements, drainage ways, and open areas in Sunrise Territory Village Townhomes and are for the common use and enjoyment of the members of the Association.

Ownership of the Common Local Areas is hereby vested in the Association for the benefit of the Members.

Section 2. Transfer of Ownership Any sale, lease or sublease of a Lot by its Owner, or transfer of the same by operation of law shall serve to transfer, convey, lease or sublease to the same extent of all said Owner's right to use the Common Areas and Common Local Areas.

Section 3. Management Common Areas and Common Local Areas shall be managed and maintained in accordance with Association Bylaws, Articles of Incorporation, provisions of this Declaration, and in compliance with Pima County Zoning Ordinances.

ARTICLE V

EASEMENTS

Section 1. Maintenance Each Lot and the property included in the Common Areas and Common Local Areas shall be subject to an easement for the maintenance of same, so long as they stand.

Section 2. Common Areas and Common Local Areas There is hereby created a blanket easement upon, across, over and under all of the Common Areas and Common Local Areas for the use and enjoyment of all Members, their guests, invitees and licensees, subject to reasonable regulations of the Association, and for ingress, egress, installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, electricity and television cable communication systems.

Section 3. Drainage A drainage easement is hereby created upon, across, over and under each Lot for the benefit of all other Lots.

ARTICLE VI

ASSOCIATION RESPONSIBILITIES

Section 1. General The Association shall be responsible for the proper and efficient management of the Common Areas and Common Local Areas (hereinafter referred to in this Article as "Areas").

Article VI
Association Responsibilities

The Association shall be responsible for the control, safety, maintenance, liability and upkeep of the property and improvements in the Areas, and shall do all things necessary or convenient for the general benefit and welfare of the Owners in the Association as their interests may appear, including without limitation:

- A. Maintaining the common streets and roads located within the Areas;
- B. Landscaping those portions of the Areas controlled by the Association (including, but not limited to, any easement areas on Lots). This landscaping shall consist primarily of plants native to the area in keeping with the natural desert appearance of the subdivision;
- C. Operating, maintaining (including insuring) and rebuilding, if necessary, street signs, walks, fences and other improvements originally constructed by the Predecessor Declarant;
- D. Paying real estate taxes, insurance premiums, assessments, and other charges on those portions of the Area which are the responsibility of the Association;
- E. Hiring, releasing, supervising and paying employees and independent contractors, including but not limited to watchmen and/or security personnel, workmen, landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;
- F. Purchasing all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;
- G. Establishing and maintaining such cash reserves as the Association deems reasonably necessary and convenient for the accomplishment of the obligations set forth above, and the operation and maintenance of the Areas;
- H. Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above, and the operation and maintenance of the Areas;
- I. Enforcing the provisions of this Declaration including, but not limited to, the Use Restrictions provided for in Article XII hereof, the Architectural Control provisions provided for in Article VIII, and Landscape Control provisions provided for in Article IX hereof.

Section 2. Insurance

- A. The Association shall maintain such liability insurance as is deemed necessary to protect the Board of Directors of the

Article VI
Association Responsibilities

Association from any liability from occurrences or happenings on or about those portions of the Areas maintained by the Association, including, but not limited to, errors and omissions insurance for the Board of Directors of the Association.

- B. The Association shall secure policies so that a blanket insurance policy is in force at all times providing coverage for the Common Areas and Common Local Areas with liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) and it shall secure fire and extended coverage in an amount sufficient to adequately and properly insure all structures, equipment and improvements.
- C. All insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be paid to the Association. All insurance proceeds shall be held in trust for rebuilding the damaged property. The Association shall have authority to negotiate with the insurance carrier and to adjust losses, make settlements and give releases to the insurance carrier.
- D. In the event of damage or destruction by fire or other casualty to the property covered by the described insurance policies, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to as good a condition as formerly existed.

Section 3. Share of Road Costs The Association shall also be responsible for one-half (1/2) of the cost to the Homeowners Association of which Sunrise Territory is all or part of, for the maintenance and upkeep of that portion of Apache Hills Trail which starts at the intersection of Apache Hills Trail and Hohokam Trail and runs south to the intersection of Apache Hills Trail and Territory Drive. Payment shall be made to the Homeowners Association which Sunrise Territory Village is all or part of.

Section 4. The manner in which the Association carries out its responsibilities shall be controlled by the provisions of its Articles of Incorporation, its Bylaws, and the provisions of this Declaration.

ARTICLE VII
OWNERS' RESPONSIBILITIES

Section 1. Costs and Upkeep Each Owner shall be responsible for his Lot's utility costs, ad valorem taxes, appliance repairs (including appliances within his cwn residence) and roof maintenance and repairs for his residence. In addition, each Owner shall be responsible for all exterior maintenance or repairs to buildings, fences, walls, trees, shrubs, grass, walks and other exterior items on his Lot in accordance with standards established by the Architectural Committee and/or Landscaping and Maintenance Committee of the Association.

Article VII

Owners' Responsibilities

No Owner shall do any painting or other modifications to the exterior portions of structures on his Lot, including fences, walls or gates, without the approval of the Architectural Committee. If a roof must be repaired or replaced, it shall conform to the architectural standards of the Association. Each Owner shall also be responsible for installation and maintenance of utility lines from the main utility lines to the house on his Lot.

Section 2. Damages Each Owner shall be responsible for and pay for all damage he, his guests, family, pets or employees cause to the property held by the Association for common use. If an Owner fails or refuses to pay for or properly repair such damage, the cost of repairing it shall be added to and become a part of the assessment to which his Lot is subject, and collected in like manner as delinquent assessments.

Each Owner shall be responsible for and pay for all damage he, his guests, family, pets or employees cause to any other Member's property.

Nothing herein shall require the Association to charge for, or to collect, assessments for damage caused by an Owner, his guests, family, pets or employees to any other Member's property. The Association shall not be compelled by the damaged party to make repairs, or to charge the offending party or make collection from him.

Section 3. Exterior Lighting Inasmuch as there is no street lighting in this subdivision, Owners (or their tenants for rented Properties) are obliged to utilize the dusk-to-dawn automatic light switches for the post lights located on the fronts of their Properties to provide nighttime lighting in order to assure added safety and security for all residents of the subdivision. All other exterior lights must be located and maintained so as not to be directed toward or interfere with surrounding Properties or Common Area, including streets.

ARTICLE VIII

ARCHITECTURAL COMMITTEE

Section 1. Membership The Architectural Committee shall be composed of three (3) members appointed by the Board of Directors. The Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Responsibility The Architectural Committee shall:

- A. Annually review all architectural standards and report to the Board of Directors;
- B. Evaluate all plan submissions and make recommendations of approval or disapproval;

Article VIII
Architectural Committee

C. Conduct semi-annual inspections.

Section 3. Plan Submission Prior to making any exterior improvements, whether initial improvements or later alterations, or modifications to any building, wall, fence, coping, road, driveway or other structure whatsoever to be erected on or moved upon any Lot, all Owners shall be required to obtain the written approval of the Architectural Committee. Owner shall submit to the Architectural Committee two (2) complete sets of plans for proposed improvements, specifications (including exterior color schemes) and plot plans which shall include location of dwellings.

All plans must meet the following minimum criteria and such further criteria as the Architectural Committee promulgates:

- A. Be in accordance with the provisions of this Declaration and written rules and regulations of the Architectural Committee;
- B. The location, style of architecture, exterior color schemes, height, and location of exterior lights shall be in harmony with the general surroundings of the building or structures or proposed buildings or structures on any Lot subject to these covenants;
- C. Be in sufficient detail to permit the Architectural Committee to make its determination; and
- D. Be complete and ready for submittal to obtain a building permit from Pima County, if necessary.

Section 4. Review Procedure The Architectural Committee shall either approve or disapprove said plans and specifications within thirty (30) days from receipt thereof. One set of said plans and specifications, with the Architectural Committee's or its agent's approval or disapproval endorsed thereon shall be retained by the Architectural Committee. If the Architectural Committee does not disapprove such plans and specifications, in writing, within thirty (30) days after receipt thereof, the plans and specifications shall be deemed approved.

Section 5. Appeals Procedure The Architectural Committee shall have the right to disapprove any plans or specifications submitted to it which, in its discretion, are not in harmony with the general surroundings or this Declaration, or are incomplete. The decision of the Architectural Committee may be appealed to the Board of Directors and changed only by a vote of the Board.

Section 6. Disclaimer Neither the Association nor the Architectural Committee shall be responsible in any way for any defects in any plans or specifications submitted in accordance with the foregoing, nor for any structural defects in any buildings or structures erected according to such plans or specifications.

Article VIII
Architectural Committee

Section 7. Reviewing Fee The Association may charge each applicant for architectural approval a fee which shall be paid to the Association or its designated representative. The fee shall not exceed two per cent (2%) of the estimated cost of the improvements for which approval is sought.

Section 8. Owners' Duties Each Owner shall be responsible for assuring that all construction, alterations, modifications or additions to building, walls, fences, copings, driveways, or other structures on his Lot conform to all rules and regulations established by the Architectural Committee.

No unsightliness shall be permitted on any Lot which is visible from any other Lot or from the Common Local Areas. Without limiting the generality of the foregoing, all unsightly conditions, facilities, equipment and objects shall be enclosed within a structure or shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and streets.

Section 9. Time Limit for Corrective Action An Owner shall have sixty (60) days from the date of written notification of an offending condition to correct the condition and to comply with the requirements of this Article or with any other Association or Committee regulations.

Any Owner so notified of an offending condition will be informed of his right to redress before the Board, and may, within ten (10) days after receipt of such notification, request, in writing, a hearing before the Board of Directors to protest the finding of an offending condition. The Board's determination regarding the existence and need for remedy of an offending condition shall be final.

ARTICLE IX

LANDSCAPING AND MAINTENANCE COMMITTEE

Section 1. Membership The Committee shall be composed of three (3) members appointed by the Board of Directors. The Committee may authorize and designate one of their members as a representative to act for the Committee in implementing any particular action or for any particular purpose. The members of the Committee shall not be entitled to any compensation for performance of their duties as members of the Committee. The Board of Directors shall have the sole authority to hire and determine compensation for any contractor or agent that might be retained to serve the Committee.

Section 2. Responsibility The Committee shall have the authority and responsibility to establish guidelines for landscaping and maintenance of Common Areas and Common Local Areas, and to:

- A. Landscape and maintain the Recreation Area (Common Local Area C) and Common Areas A and D;

Article IX Landscaping
and Maintenance Committee

- B. Maintain streets (Common Local Area B);
- C. Create and maintain proper erosion controls for all Common Areas;
- D. Identify, define and eliminate weeds and other undesirable growth or debris from Common Areas;
- E. Conduct periodic inspections of all Common Areas and report to the Board of Directors.

In addition, the Committee will be authorized to promote and foster appropriate landscaping throughout the Properties; more particularly, the Committee shall be authorized to encourage landscaping of front yards in a manner reflecting the attractive physical setting of the neighborhood and Committee guidelines as such guidelines might be determined by the Committee.

Section 3. Planting on Common Area Homeowners may install plants and irrigation systems on Common Areas adjacent to their property only with prior written permission from the Board of Directors.

Section 4. Owners' Duties

- A. Native Growth The natural growth on the Common Areas shall not be destroyed or removed except as approved in writing by the Board of Directors. In the event growth is removed, except as stated above, the Board of Directors may require the replanting or replacement of same, the cost thereof to be borne by the Owner responsible for such removal.
- B. Drainage No Owner shall construct improvements to his Lot or carry out landscaping or other reconfiguration, or use his property in a manner that alters, restricts or otherwise affects water runoff or drainage affecting any other Lot or part of the Common Area or Common Local Area, including streets, except with the prior written permission of the Board of Directors.
- C. Rubbish, Garbage and Wood Storage No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap or debris of any kind shall be placed on Common Areas outside Homeowners patio walls.

Homeowners may, however, store a reasonable amount of firewood on Common Areas behind their property so long as it is kept pest-free and neatly stacked.

Section 5. Corrective Action The failure of an Owner to comply with the provisions of this Article or with Landscaping Committee guidelines within sixty (60) days following written notification by the Committee of an offending condition will entitle the Committee to cause the necessary corrective action to be taken. The costs

Article IX Landscaping
and Maintenance

thereof shall be imposed and assessed against the Owner once incurred. Payment by and collection from the Owner will be subject to the provisions of Article X, Assessments.

Any Owner so notified by the Committee of an offending condition may, within ten (10) days after receipt of such notification, request in writing a hearing before the Board of Directors to protest the finding of an offending condition. The Board's determination regarding the existence and need for remedy of an offending condition shall be final.

ARTICLE X
ASSESSMENTS

Section 1. Power to Levy Assessments The Association shall have the power to levy assessments, payable monthly or annually, or otherwise by resolution of the Board of Directors, and to collect delinquent assessments by action at law or otherwise from the Owners subject to the provisions of Article XI of Bylaws.

Section 2. Determination of Assessments Each Owner shall pay a sum equal to the following: His pro rata share (determined by dividing the number of Lots he owns by the total number of Lots) of the actual costs to the Association of the Common Areas and Common Local Areas, including but not limited to the cost of all water used thereon, all property taxes, planting, landscaping and maintenance, legal and accounting expenses of the Association, repair and cleaning as necessary, a management fee for the Properties managed, gas and electric expenses of the Common Local Areas, if any, expense for the charges of a fire company, insurance premiums, a reserve account for repair and maintenance, and other necessary expenses. An Owner cannot exempt himself from this assessment by non-use of his Lot; he shall be liable for the same as long as he shall own a Lot.

Section 3. Payment and Delinquencies Payment shall be due on January 1 and July 1, or as otherwise determined by the Board of Directors and shall be delinquent thirty (30) days thereafter if not fully paid. All delinquent assessments shall be a lien on a Lot of the Owner who fails to pay them and shall bear interest at a rate of one-and-one-half per cent (1-1/2%) per month from the date on which they become delinquent. The duty of an Owner to pay these assessments is absolute and is not affected by any claim the Owner may have, or believes he has, against any other person, including the Association.

In the event it shall become necessary for the Association to employ attorneys to collect delinquent assessments, whether by foreclosure of the lien created herein or otherwise, 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 Association as a result of such delinquency.

Article X
Assessments

Section 4. Effects of Foreclosure Any such lien shall be subject and subordinate to a recorded first realty Mortgage upon any of said Lots made in good faith and for value, whether now existing or made and recorded at any time hereafter. Should a Mortgagee of the first Mortgage of record, or any assignee of a first Mortgagee, obtain title to any Lot as a result of a foreclosure of the first Mortgage, such acquirer of title, his successor or assigns, including any purchaser at the Sheriff's sale ordered by said foreclosure, shall not be liable for share of common expenses or assessments by the Association chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

After acquisition of title, such acquirer shall pay the share of common expenses or assessments chargeable to such Lot.

Section 5. Responsibility After Conveyance Should any Owner make a voluntary conveyance of a Lot, he and his buyer shall be and remain jointly and severally liable for the payment of all past assessments existing unpaid at the time of the conveyance.

Section 6. Budgeting The Directors of the Association shall each year during the month of December estimate the cost of managing, maintaining, operating and repairing any and all Properties owned by the Association and the cost of such other activities and undertakings as are consonant with the purposes of the Association for the ensuing fiscal year commencing January 1.

ARTICLE XI
PARTY WALLS

Section 1. General Rules of Law to Apply Each wall which is built as a part of the original construction of a building upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance The cost of ordinary repair and maintenance of a party wall shall be shared equally by the Owners of the Lots which are divided by the wall.

Section 3. Destruction by Fire and Other Casualty If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and is hereby granted a permanent access easement for such restoration. The Owners of the Lots which are divided by the wall shall share equally in the cost of such restoration.

Section 4. Weatherproofing Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes

Article XI
Party Walls

a party wall to be exposed to the elements shall bear the whole cost of repairing all damage resulting from such exposure.

Section 5. Right to Contribution Runs with Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator and the two (2) arbitrators shall choose a third (3rd) arbitrator, and the dispute shall be decided by a majority of all the arbitrators.

Section 7. Private Agreements Private agreements between Owners may not modify the provisions of this Article.

Section 8. Eaves, Steps, Open Porches For purposes of this Article, eaves, steps and open porches shall not be considered to be part of a building.

ARTICLE XII
USE RESTRICTIONS

Section 1. Land Use and Building Type

- A. All Lots shall be used for residential purposes only, and no structure whatever other than single-family residence shall be placed or maintained thereon.
- B. No building shall be placed or maintained on any of said Lots which shall have a ground floor area of less than 1200 square feet, such ground area to be exclusive of open porches, ramadas or an attached garage.
- C. No business of any nature shall be conducted on said Lots.
- D. No room or rooms in any residence on said Lots may be rented or leased. Nothing in this paragraph shall be construed as preventing the renting or leasing of an entire Lot, together with its improvements. However, no Lot may be rented for a hotel or transient purpose, which shall be construed to mean for a period of less than thirty (30) days.

Section 2. No Temporary Buildings or Trailers

- A. No temporary house, house trailer, motor home, tent, garage, camper, boat or outbuilding of any kind shall be placed or erected on any part of the Properties, and no residence placed or erected on any Lot shall be occupied in any manner at any time prior to its being completed in accordance with approved

Article XII
Use Restrictions

plans, as hereinafter provided, nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions set forth herein; provided that, during the actual construction or alteration of a building or buildings on any Lot, necessary temporary buildings for storage of materials, etc., may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any building on any part of the Properties shall be prosecuted diligently from the commencement thereof until the completion thereof.

- B. No garage, nor other building or structure shall be erected, placed, or maintained on any Lot until the construction and completion of the principal residence thereof, except that the necessary outbuildings, garage, or other structures relating to the main residence may be simultaneously constructed, and nothing herein contained shall be construed to prevent the incorporation and construction of a garage in and as part of such residence.
- C. No building of any nature shall be removed from without the Properties to any Lot within the Properties without written consent of the Architectural Committee and Board of Directors. In the event a building shall be so placed from without on any Lot, said building shall comply in all respects with each and every provision of this Declaration of Conditions and Restrictions relating thereto.

Section 3. Miscellaneous Structures, Equipment and Devices

- A. Solar devices, radio or television antennae, or any other receiving or transmitting devices shall be installed in a manner as required and approved by the Architectural Committee.
- B. Evaporative coolers, air-conditioning units and heating equipment must be installed in accordance with original construction specifications of the Predecessor Declarant.
- C. No elevated tanks of any kind shall be erected, placed or permitted upon any part of the Properties, and any tanks for use in connection with any residence constructed on the Properties, including tanks for the storage of gas and fuel oil, gasoline, or oil must be buried or walled in to conceal them from neighboring Lots, roads or streets.
- D. No structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of the Properties, nor shall any water, oil or natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom.

Section 4. Signs No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any

Article XII
Use Restrictions

Lot or on or in any building erected thereon, other than a nameplate of the occupant of any residence, and provided such nameplate shall be approved by the Architectural Committee; except that For Sale signs, not to exceed ten inches in any dimension stating only For Sale and a phone number and approved by the Architectural Committee, may be posted only on the house, wall, or gate, as approved by the Architectural Committee. Signs on separate stakes and signs stating other than For Sale and phone number are prohibited.

Temporary signs indicating an "Open House" for property for sale may be placed at appropriate locations in the area to properly direct interested parties to the subject property, but only when it is open for inspection, and then only for a maximum of two days per week.

Section 5. Garbage, Unsightly Objects and Nuisances No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots.

All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No container shall be kept at any time in view of any other Lot or street except on collection days.

Section 6. Animals No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be bred, raised or kept on the Properties, nor shall dogs, cats or other animals be kept in kennels or similar enclosures on the Properties. This restriction shall not be construed, however, as prohibiting the keeping of ordinary domestic pets as long as such pets are kept confined in the single-family residence and fenced yard.

Owners may not exercise their animals on Common Areas except on a leash as required by Pima County Ordinance. Owners will be required to clean up animal feces.

Section 7. Resubdivision No Lot or Lots shall be resubdivided except for the purpose of combining the resubdivided portions with another adjoining Lot or Lots, provided that no additional Lot is created thereby. Any resubdivision shall comply with state law and county ordinance.

Section 8. Shrubs, Trees No shrubs, trees or obstructions of any kind shall be placed on corner Lots in such places as to cause a traffic hazard.

Section 9. Vehicle Parking and Storage The parking of vehicles on streets is expressly prohibited, except that Owners, their guests, and other invitees may temporarily park their vehicles on the streets in front of residences for the purpose of social events and other gatherings of residents and their invitees.

Article XII
Use Restrictions

Parking or storing of recreational vehicles (including, but not limited to, trailers, campers, motor homes, mobile homes, van conversions and boats) is prohibited on all portions of the Properties, except within the confines of an enclosed garage.

However, notwithstanding the foregoing provision, a recreational vehicle may be parked on the paved parking area on an Owner's Lot for a period not exceeding three (3) days in any seven (7) day period, for the purposes of providing temporary parking for Owners and transient guests of Owners or tenants who may be traveling in or towing the recreational vehicle.

The Board of Directors may establish a system relating to and requiring issuance of parking permits for such temporary parking uses.

There shall be no automobile repairs or storage or parking of dead or junk automobiles or trucks, as the same are customarily defined, on any Lot; nor shall there be any storage of trailers on any Lot, except that a trailer may be kept in a garage.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement The Board of Directors shall have the right and the obligation, and Owners shall have the right, but not the duty, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, or charges now or hereafter imposed by the provisions of this Declaration.

Any ascertainable costs and/or reasonable attorney's fees incurred as a result of action taken to enforce any covenant, condition or restriction (including, but not limited to litigation) shall be chargeable to the Owner whose non-compliance has resulted in an enforcement action. Any such costs and fees shall be treated in the same manner as delinquent assessments, the collection of which shall be enforceable in the same manner as provided in Article X, Section 3.

No delay or omission on the part of the Association or any Owner in exercising their right of enforcement hereunder shall be construed as a waiver of any breach of any of the restrictions and covenants herein contained, or acquiescence in any breach hereof, and no right of action shall accrue against the Association or any Owner for their neglect or refusal to exercise such right of enforcement, nor shall any right of action accrue against the Association for including herein provisions, conditions, restrictions or covenants which may be unenforceable.

No breach of the foregoing provisions, conditions, restrictions or covenants shall defeat or render invalid the lien of any

Article XIII
General Provisions

Mortgage or Deed of Trust made in good faith for value as to any portion of the Properties. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of the Properties acquired by any person through foreclosure or by deed in lieu of foreclosure for any breach occurring after such acquisition.

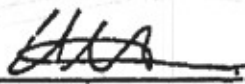
Section 2. Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any others which shall remain in full force and effect.

Section 3. Amendment This Declaration may be amended by the Association, provided, however, that any amendment made by the Association shall be approved by at least fifty-one per cent (51%) of the Members and shall be made only by an instrument in writing signed by the president and secretary of the Association and filed with the County Recorder of Pima County, Arizona.


Section 4. Term The aforesaid provisions, conditions, restrictions, and covenants and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 2000, at which time they shall be automatically extended for successive periods of ten (10) years unless by a vote of at least fifty-one per cent (51%) of the Members it is agreed to change them in whole or in part.

Section 5. Compliance All covenants, conditions, provisions and restrictions contained herein or any amendments thereto are subject to the Pima County Board of Supervisors' Subdivision Regulations and Ordinances, and any and all other applicable governmental rules and regulations.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 8th day of February, 1991.



Wayne Coates, President
Sunrise Territory Village Townhomes
Homeowners' Association



Hazel K. Deneen, Secretary
Sunrise Territory Village Townhomes
Homeowners' Association



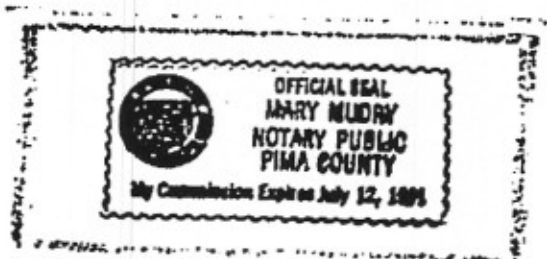
STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 8th day of February, 1991 by Wayne Coates, President, Sunrise Territory Village Townhomes Homeowners' Association, an Arizona Corporation, on behalf of the Corporation.

Mary Muehry
Notary Public

My commission expires:

7-12-91



STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 8th day of February, 1991 by Hazel K. Deneen, Secretary, Sunrise Territory Village Townhomes Homeowners' Association, an Arizona Corporation, on behalf of the Corporation.

Mary Muehry
Notary Public

My commission expires:

7-12-91

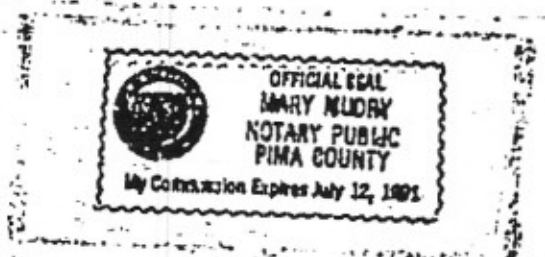


EXHIBIT A

The following instruments, heretofore consisting of covenants, conditions, and restrictions existing as servitudes running with the land, are hereby revoked, superseded and replaced by the herein Amendment and Restatement of Covenants, Conditions and Restrictions for Sunrise Territory Village Townhomes Lots 1 through 43 including Common Areas and Common Local Areas:

1. Restrictions contained in the instrument recorded September 4, 1958 in Book 1309 of Dockets at Page 303.
2. Restrictions recorded December 13, 1972 in Docket Book 4399 at Page 217.
3. Restrictions recorded August 18, 1978 in Docket Book 5843 at Page 683.
4. Declaration of Establishment of Covenants, Conditions and Restrictions for Sunrise Territory Village Townhomes Lots 1-49, recorded June 15, 1979 in Docket Book 6050 at Page 887 of the Pima County Recorder.
5. Amendment to Declaration of CC&R's for Sunrise Territory Village Townhomes Lots 1-52, recorded December 27, 1979 in Book 6183 at Page 1283 of the Pima County Recorder.
6. Second Amendment to Declaration of CC&R's for Sunrise Territory Village, Sunrise Territory Village Townhomes, and Sunrise Ridge Townhomes recorded December 27, 1979 in Book 6183 at Page 1288. (Exclusionary Amendment)
7. Second Amendment to Declaration of CC&R's for Sunrise Territory Village, Sunrise Territory Village Townhomes and Sunrise Ridge Townhomes recorded February 8, 1980 in Docket Book 6213 at Page 508. (Exclusionary Amendment)
8. Amended Declaration of CC&R's for Sunrise Territory Village Townhomes recorded November 12, 1981 in Docket Book 6655 at Page 932.
9. Amended Declaration of CC&R's for Sunrise Territory Village Townhomes recorded February 22, 1985 in Docket Book 7476 at Page 624.