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**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR BRISTOL PARK**

**BRISTOL PARK
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**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRISTOL PARK**

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bristol Park (the "Declaration") was approved pursuant to Section 10.3.1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bristol Park recorded on December 12, 1991 in Docket 9184 at Page 583, Pima County Recorder. The President and Secretary of Bristol Park Homeowners Association certify that this Second Amended and Restated Declaration was approved by the affirmative vote or written consent of the Owners of not less than 75% of the Lots within Bristol Park. This Second Amended and Restated Declaration will be effective when recorded in the Office of the Pima County Recorder, Pima County, Arizona.

This Second Amended and Restated Declaration affects the following real property located in Pima County, Arizona, which is more particularly described as:

Lots 1 through 83, inclusive, and Common Areas A, B, C and D of Bristol Park Resubdivision, a subdivision in Pima County, as recorded in Book 42 of Maps and Plats at Page 4, in the Office of the Pima County Recorder, Pima County, Arizona.

RECITALS

- A. An Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bristol Park ("Original Declaration") was recorded on December 12, 1991 in Docket 9184 at Page 583, Pima County Recorder which established a general plan for the development, sale, lease and use of the planned community known as Bristol Park.
- B. The Original Declaration provides that it may be amended with the written approval or affirmative vote, or any combination thereof, of Owners of not less than 75% of the Lots.

NOW, THEREFORE, as the Owners of 75% of the Lots have approved this Second Amended and Restated, the Original Declaration is superseded, rescinded and no longer of any force or effect.

ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases used in this Declaration have the following meanings:

Section 1.1. "Act" refers to the Arizona Planned Communities Act, as amended from time to time.

- Section 1.2. “**Annual Assessments**” means the assessment levied against each Lot and its Owner pursuant to Section 7.2 of this Declaration.
- Section 1.3. “**Architectural Committee**” means the committee of the Association created pursuant to Section 5.10. of this Declaration.
- Section 1.4. “**Architectural Committee Rules**” means the rules and guidelines adopted by the Architectural Committee pursuant to Section 5.10 of this Declaration, as amended or supplemented from time to time.
- Section 1.5. “**Areas of Association Responsibility**” means (i) all Common Areas; (ii) all portions of any Lot which the Association acknowledges in a recorded document is land that the Association will improve, maintain, repair and replace; and (iii) all real property, and the Improvements situated thereon, within the Property located within dedicated rights-of-way which the state of Arizona or any county or municipality has not accepted responsibility for its maintenance thereof, but only until such time as the State of Arizona or any county or municipality accepts all such responsibility for the maintenance, repair and replacement of such areas.
- Section 1.6. “**Articles**” means the Articles of Incorporation of the Association filed with the Arizona Corporation Commission, as amended from time to time.
- Section 1.7. “**Assessment**” means an Annual Assessment or Special Assessment.
- Section 1.8. “**Assessment Lien**” means the lien created and imposed by Article 7 of this Declaration and arising under the Act.
- Section 1.9. “**Assessment Period**” means the period set forth in Section 7.6 of this Declaration.
- Section 1.10. “**Association**” means Bristol Park Homeowners Association, an Arizona nonprofit corporation, its successors and assigns.
- Section 1.11. “**Association Rules**” means the rules adopted by the Board pursuant to Section 5.3 of this Declaration, as amended from time to time.
- Section 1.12. “**Board**” means the Board of Directors of the Association.
- Section 1.13. “**Bylaws**” mean the Bylaws of the Association, as amended from time to time in accordance with the procedures set forth in the Bylaws.
- Section 1.14. “**Common Area**” means the real property designated on the Plat as Common Areas A through D and all land, together with all Improvements, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest.

- Section 1.15. “**Common Expenses**” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- Section 1.16. “**Declaration**” means this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.
- Section 1.17. “**Eligible Insurer or Guarantor**” means an insurer or governmental guarantor of a First Mortgage who has requested notice of certain matters from the Association in accordance with Section 10.1 of this Declaration.
- Section 1.18. “**Eligible Mortgage Holder**” means a First Mortgagee who has requested notice of certain matters from the Association in accordance with Section 10.1 of this Declaration.
- Section 1.19. “**Governing Documents**” means this Declaration, the Articles, the Bylaws, the Association Rules and the Architectural Committee Rules.
- Section 1.20. “**Improvement**” means any building, fence, wall or other structure or any swimming pool, road, driveway, parking area or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.
- Section 1.21. “**Lot**” means a portion of the Property intended for independent ownership and use and designated as a Lot on the Plat and, where the context indicates or requires, includes any Residential Unit, building, structure or other Improvements situated on the Lot.
- Section 1.22. “**Maintenance Standard**” means the standard of maintenance for Improvements established from time to time by the Board or, in the absence of any standard established by the Board, the standard of maintenance of Improvements generally prevailing throughout the Property.
- Section 1.23. “**Member**” means any Person who is a Member of the Association.
- Section 1.24. “**Owner**” means the record Owner, whether one or more Persons, of beneficial or equitable title (and legal title if it has merged with the beneficial or equitable title) to the fee simple interest of a Lot. An Owner does not include (i) Persons having an interest in a Lot merely as security for the performance of an obligation, or (ii) a Tenant. An Owner includes a purchaser under a contract for the conveyance of real property subject to the provisions of A.R.S. § 33-741 et. seq. An Owner does not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. With regard to Lots where the fee simple title is vested in a trustee pursuant to A.R.S. § 33-801, et seq., the Trustor is deemed to be the Owner. In cases

where the fee simple title to the Lot is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property is deemed to be the Owner.

- Section 1.25. **“Person”** means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.
- Section 1.26. **“Plat”** means the plat of Bristol Park Resubdivision recorded in Book 42 of Maps and Plats at page 4, records of Pima County, Arizona, and all amendments, supplements and corrections thereto.
- Section 1.27. **“Property”** means the real property described on the Plat together with all Improvements located thereon.
- Section 1.28. **“Purchaser”** means any Person who by means of a voluntary transfer becomes the Owner of a Lot.
- Section 1.29. **“Recording”** means filing an instrument in the public records in the office of the Pima County Recorder. **“Recorded”** means having been filed and made part of the public record in Pima County, Arizona.
- Section 1.30. **“Reimbursement Assessment”** means any assessment charged against an Owner as a result of any fine imposed, or expenditure made by the Association as a result of the actions of an Owner, that Owner’s guest, Tenants or family members as more fully provided in Section 7.5.
- Section 1.31. **“Resident”** means each individual occupying or residing in any Residential Unit.
- Section 1.32. **“Residential Unit”** means any building on a Lot and designed and intended for independent ownership and for use and occupancy as a residence.
- Section 1.33. **“Single Family”** means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons who are not related, who maintain a common household in a Residential Unit.
- Section 1.34. **“Special Assessment”** means any assessment levied and accessed pursuant to Section 7.4 of this Declaration.
- Section 1.35. **“Tenant”** means the lessee or tenant under a lease, oral or written, of any Lot including an assignee of a lease.
- Section 1.36. **“Visible From Neighboring Property”** means, with respect to any given object, that such object is visible to a person six feet tall standing at ground level on any part

of an adjacent Lot; provided; however that an object is not considered as being Visible From Neighboring Property if the object is visible to a person six feet (6') tall, standing at ground level on any part of an adjacent Lot if the person is able to see the object through a wrought iron fence and the object would not be visible to the Person if the wrought iron fence were a solid fence.

ARTICLE II - PLAN OF DEVELOPMENT

Section 2.1. **Property Initially Subject to the Declaration.** This Declaration establishes a general plan for the use of the Property to protect and enhance the value and desirability of the Property. All of the Property will be held, sold and conveyed subject to this Declaration. By accepting a deed or by acquiring any interest in any of the Property, each Person for him/herself or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations set forth in this Declaration and any amendments to it. In addition, each Person by taking title to a Lot, acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and evidences his/her intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration run with the land and bind all subsequent and future Owners, grantees, purchasers, assignees, Tenant and transferees. Furthermore, each Person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive and enforceable by the Association and all Owners. All Lots and membership in the Association and the other rights created by this Declaration cannot be separated or separately conveyed.

ARTICLE III - LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 3.1. **Architectural Control.**

- 3.1.1. Only new construction of any Improvements constructed on Lots is permitted and no buildings or other structures can be removed from other locations and placed onto any Lot.
- 3.1.2. No excavation or grading work can be performed on any Lot without the prior written approval of the Architectural committee.
- 3.1.3. No Improvement can be constructed or installed on any Lot without the prior written approval of the Architectural Committee.
- 3.1.4. No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located on the Lot, from their appearance on the date

this Declaration is Recorded can be made or done without the prior written approval of the Architectural Committee.

- 3.1.5. Any Owner who desires the approval of the Architectural Committee for the construction, installation addition, alteration, repair, change or replacement of any Improvement which would alter the exterior appearance of the Owner's Lot, or the Improvements located thereon, can submit a written request for approval to the Architectural Committee that specifies, in detail, the nature and extent of the addition, alteration, repair, change or other work which the Owner desires to perform. Any Owner requesting the approval of the Architectural Committee can also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. If the Architectural Committee fails to approve or disapprove an application for approval within 30 days after the application, together with all supporting information, plans and specifications required by the Architectural Committee is received by such Architectural Committee, approval is not required and this Section will be deemed to have been complied with by the Owner requesting approval of such plans.
- 3.1.6. The approval by the Architectural Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section is not a waiver of the Architectural Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.
- 3.1.7. Upon receipt of approval from the Architectural Committee for any construction, installation, addition, alteration, repair, change or other work, the Owner who had requested such approval can proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Architectural Committee as soon as practicable and can diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Committee.
- 3.1.8. Any change, deletion or addition to the plans and specifications that were approved by the Architectural Committee must be approved in writing by the Architectural Committee.
- 3.1.9. The Architectural Committee has the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section, which fee will be payable at the time the application for approval is submitted to the Architectural Committee.
- 3.1.10. The approval required of the Architectural Committee pursuant to this section is in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

- Section 3.2. **Temporary Occupancy and Temporary Buildings.** No trailer, basement in any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, can be used at any time as a residence, either temporary or permanent. Temporary buildings, trailers or other structures used during the construction of Improvements approved by the Architectural Committee must be removed immediately after the completion of construction, and in no event can any such buildings, trailer or other structures be maintained or kept on any property for more than 12 months after approval of the plans without the prior written approval of the Architectural Committee.
- Section 3.3. **Maintenance of Lawns and Plantings.** Each Owner must keep all shrubs, trees, hedges, grass and plantings of every kind located on (i) his/her Lot, (ii) any public right-of-way or easement area which abuts or adjoins the Owner's Lot and which vegetation is located between the boundary line of the Lot and the paved area of any street, sidewalk, bike-path or similar area, and (iii) any non-street public right-of-way or easement area adjacent to the Lot, neatly trimmed. All such areas must be kept free of trash, weeds and other unsightly materials; provided, however, that such Owner is not responsible for the maintenance of any area over which (i) the Association assumes the responsibility in writing; (ii) the Association has been given such responsibility by this Declaration; or (iii) Pima County or any municipality having jurisdiction over such property assumes responsibility for so long as the Association, Pima County or such municipality assumes or has responsibility.
- Section 3.4. **Nuisances; Construction Activities.** No Owner can allow rubbish or debris of any kind to be placed or permitted to accumulate upon or adjacent to any Lot or the Common Area, and no odors or loud noises can emanate from any Lot or from the Common Area which renders that property unsanitary, unsightly, offensive or detrimental to any other Lot or to the Residents of any other Lot. No other nuisance can exist on any Lot that is offensive or detrimental to any other Lot or to its Residents. Normal construction activities and parking in connection with the building of Improvements on a Lot are not considered a nuisance or otherwise prohibited by this Declaration, but Lots must be kept in a neat and tidy condition during construction periods, trash and debris cannot be permitted to accumulate, and supplies of brick, block, lumber and other building materials can only be piled in such areas that are approved in writing by the Architectural Committee. In addition, any construction equipment and building materials stored or kept on any Lot during the construction of Improvements may be kept only in areas approved in writing by the Architectural Committee, which may also require screening of the storage areas. The Architectural Committee in its sole discretion has the right to determine the existence of any nuisance and whether the nuisance is offensive or detrimental to any other Lot or Resident.
- Section 3.5. **Diseases and Insects.** No Person can permit any thing or condition to exist on any Lot which could induce, breed or harbor infectious plant diseases or noxious insects. Each Owner is responsible for pest control, including termite treatment, on the Lot.

Section 3.6. **Repair of Building.** No Residential Unit, building or structure on any Lot can be permitted to fall into disrepair and each Residential Unit, building and structure must, at all times, be kept in good condition and repair and adequately painted or otherwise finished. In the event any Residential Unit, building or structure is damaged or destroyed, then, subject to the approvals required by Section 3.1 of this Declaration, such Residential Unit, building or structure must immediately be repaired or rebuilt or demolished. The Architectural Committee will determine the time by which such Residential Unit building or other structure must be repaired, rebuilt or demolished.

Section 3.7. **Antennae.**

3.7.1. Except for those antennae that are permitted under the Federal Telecommunications Act 1996, no television, radio, or other electronic towers, aerials, antennae, including ham radio antennas, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication can be erected, constructed, placed or permitted on any Lot.

3.7.2. The Association is empowered to adopt rules governing the types of antennae that are permitted and to establish reasonable, non-discriminatory restrictions relating to the location and safety of antennae structures.

3.7.3. To the extent that reception of an acceptable signal would not be impaired, an antenna permitted pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or (when reasonably feasible) from neighboring property or integrated with the Residential Unit and surrounding landscaping to prevent or limit such visibility. Antennae must be installed in compliance with all applicable laws and regulations.

Section 3.8. **Mineral and Water Exploration.** No Lot can be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

Section 3.9. **Trash Containers and Collection.** No garbage or trash can be placed or kept on any Lot, except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event can such containers be placed in a location where they are Visible From Neighboring Property except during the time the trash is being collected and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage must be removed from Lots and cannot be allowed to accumulate on the Lot. No outdoor incinerators can be kept or maintained on any Lot. This does not apply to barbeque grills or smokers.

Section 3.10. **Clothes Drying Facilities.** No outside clotheslines or other outside facilities for drying or airing clothes, sheets, towels, or other items of personal property, can be erected, placed or maintained on any Lot if they are Visible From Neighboring

Property.

- Section 3.11. **Utility Service.** No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, can be erected, placed or maintained anywhere in or on any Lot unless contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision of this Declaration forbids the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.
- Section 3.12. **Overhead Encroachments.** No tree, shrub, or planting of any kind on any Lot can be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other Lot from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.
- Section 3.13. **Rules for the Benefit of Owners.** In the event additional uses, activities, and facilities are deemed by the Board to be a nuisance or will adversely affect the Owners, Tenants and Residents, the Board may make rules restricting or regulating their presence in the Property as part of the Association Rules or may direct the Architectural Committee to make rules governing their presence on Lots as part of the Architectural Committee Rules.
- Section 3.14. **Residential Use.** All Residential Units must be used, improved and devoted exclusively to residential use by a Single Family.
- Section 3.15. **Operation of Businesses.** An Owner or Resident may conduct a Home Occupation solely within the private confines of a Residential Unit so long as (i) the existence or operation of the Home Occupation is not apparent or detectable by sight, sound or smell from outside the Residential Unit, (ii) the Home Occupation conforms to all applicable zoning ordinances or requirements for the Property, (iii) the Home Occupation does not involve persons coming on to the Lot or the door-to-door solicitation of Owners or Residents in the Property, and (iv) the Home Occupation is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board. The term Home Occupation has the meaning attributed to a "Home Occupation" as defined in Section 18.09.030 of the Pima County Zoning Code and includes, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time, (ii) such activity is intended or does generate a profit, or (iii) a license is required for such activity. The leasing of a Residential Unit by the Owner is not considered as a trade or business within the meaning of this Section.

Section 3.16. **Animals.** No animal may be kept on any Lot unless they are kept, bred or raised solely as domestic pets and not for commercial purposes; provided, however, that no livestock (including, but not limited to horses and cows) or farm animals (including, but not limited to pigs, goats, sheep, chickens or roosters) are not permitted. All pets permitted under this section must be confined to an Owner's Lot except that a dog or cat may be permitted to leave an Owner's Lot if such dog or cat is at all times kept on a leash and is not permitted to enter onto any other Lot. No animal can cause an unreasonable amount of noise or become a nuisance. No structure for the care, housing or confinement of any animal can be maintained on the Lot if it is visible from a neighboring property. Upon the written request of any Owner or resident, the Board may conclusively determine, in its sole and absolute discretion, whether for the purposes of this section, a particular animal is a nuisance or making an unreasonable amount of noise. Any decision rendered by the Board is enforceable in the same manner as other restrictions set forth in this Declaration.

Section 3.17. **Machinery and Equipment.** No Owner may place, operate or maintain any machinery or equipment of any kind on or adjacent to any Lot, except for machinery or equipment that is used in connection with the use, maintenance or construction (but only during the period of construction) of a building, or other Improvements or structures on the Lot.

Section 3.18. **Signs.** The Association may place such signs in the Areas of Association Responsibility as it deems necessary. Signs permitted under the Act may be erected or maintained on any Lot. In addition, the following types of signs are permitted:

3.18.1. Signs required by legal proceedings.

3.18.2. Residence identification signs provided the size, color, content and location of such signs have been approved in writing by the Architectural Committee.

3.18.3. Signs placed on the Lot indicating that the Residential Dwelling has a home security system.

Section 3.19. **Restrictions on Further Subdivision, Property Restrictions and Rezoning.** No Lot may be further subdivided or separated into smaller lots or parcels by any Owner, no portion less than all of any such Lot can be conveyed or transferred by any Owner without the prior written approval of the Architectural Committee. No further covenants, conditions, restrictions or easements can be recorded by any Owner, Tenant, or other Person against any Lot unless the provisions are first approved in writing by the Architectural Committee. Except for an application to engage in a Home Occupation, no application for rezoning, variances or use permits pertaining to any Lot can be filed with any governmental authority by any Person unless the application has been approved by the Architectural Committee and the proposed use otherwise complies with this Declaration.

Section 3.20. **Trucks, Trailers, Campers and Boats.** No truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or the Common Area or on any street so as to be Visible From Neighboring Property without the prior written approval of the Architectural Committee; except for (i) the temporary parking of any such vehicle or equipment on a Lot or on a street for period of not more than 48 hours within any seven (7) day period; (ii) temporary construction trailers or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee; (iii) boats and vehicles parked in garages on Lots so long as such vehicles are in good operating condition and appearance and are not under repair; or (iv) motor vehicles not exceeding seven (7) feet in height and eighteen (18) feet in length which are not used for commercial purposes and which do not display any commercial name, phone number or message of any kind.

Section 3.21. **Motor Vehicles.**

- 3.21.1. Except for emergency vehicle repairs, no automobile or other motor vehicle can be constructed, reconstructed, or repaired on a Lot and no inoperable vehicle may be stored or parked on any such Lot if it is Visible From Neighboring Property or visible from any Common Area or any street within the Property.
- 3.21.2. No all-terrain vehicle, off-road vehicle or any similar type of vehicle can be parked, maintained or operated on any portion of the Property except during the time it is moved into the garage on the Lot for storage.
- 3.21.3. Vehicles used on a regular basis may be parked on public streets within the Property, provided, however, that no Person may store such vehicles on the public streets for extended periods of time, i.e., for not more than 14 continuous days.
- 3.21.4. No automobile or other motor vehicle can be parked partially or entirely off of the concrete or paved surfaces on the Lot, except for automobiles or motor vehicles used exclusively in connection with the construction of any Improvement approved by the Architectural Committee and then only during the period of construction. Any Owner may widen the paved or concrete surfaces with the approval of the Architectural Committee in order to expand the parking area for vehicles.

Section 3.22. **Towing of Vehicles.** The Board has the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Governing Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense

incurred by the Association in connection with the towing of any vehicle or equipment must be paid by the Owner of the vehicle or equipment, or the Owner of the Lot on which the vehicle was parked, to the Association upon demand. If the vehicle or equipment is owned by an Owner, or any guest, Tenant, or family member of the Owner, any amounts payable to the Association will be secured by the Assessment Lien, and the Association may enforce collection of the amounts due in the same manner as the collection of Assessments.

- Section 3.23. **Variations.** The Architectural Committee may, at its option and in extenuating circumstances, grant variations from the restrictions set forth in this Article III if the Architectural Committee determines in its discretion that (i) a restriction would create an unreasonable hardship or burden on an Owner, Tenant or Resident or a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and (ii) that the activity permitted by granting variance will not have any substantial adverse effect on the Owners, Tenants and Residents of the Property and is consistent with the high quality of life intended for Residents of the Property. The fact that the Association has granted a variance to one Owner, does not mean that the Association is required to grant the same or a similar variance to another Owner.
- Section 3.24. **Change of Use.** Upon (i) adoption of a resolution by the Board stating that in the Board's opinion the present use of a designated part of the Area of Association Responsibility is no longer in the best interests of the Owners and (ii) the approval of such resolution by the Members casting more than 50% of the votes entitled to be cast by Members, in person or by absentee ballot at a meeting called for that purpose and who are entitled to use that Area of Association Responsibility under the terms of this Declaration, the Board has the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided that the new use is for the benefit of the Owners and is consistent with any zoning regulations restricting or limiting the use of that Area of Association Responsibility.
- Section 3.25. **Drainage.** No Residential Unit, structure, building, landscaping (including the installation of any type of drainage or ground cover), fence, walls or other Improvement can be constructed, installed, placed or maintained in any manner on the Lot if it would obstruct, interfere with or change the direction or flow of water as provided in the drainage plans for the Property that were filed with Pima County and/or the City of Tucson at the time of the development of the Property.
- Section 3.26. **Garages.** The use of the garage on the Lot for purposes other than vehicle parking and household storage must be approved, in writing by the Architectural Committee.
- Section 3.27. **Rooftop Air Conditioners Prohibited.** No air conditioning units or appurtenant equipment may be mounted, installed or maintained on the roof of any Residential

Unit or any other building if they are Visible From Neighboring Property.

Section 3.28. **Preservation of Natural Area.** No Owner or other Person may disturb or damage the Common Area designated on the Plat as Common Area B which is a private natural drainage way for the Property nor can any Person remove any vegetation or wood or place any temporary or permanent structures of any kind on Common Area B.

ARTICLE IV - EASEMENTS

Section 4.1. **Owners' Easements of Enjoyment.**

4.1.1. Every Member, and any person residing with such Member, has a right and easement to enjoy the Common Area. This is appurtenant to and passes with the title to every Lot, subject to the following provisions:

4.1.1.1. The right of the Association to dedicate, convey, transfer or encumber the Common Area as provided in Section 5.11 of this Declaration.

4.1.1.2. The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit access to such portions of the Common Area, such as landscaped areas, not intended for use by the Owners, Tenants or Residents.

4.1.1.3. The right of the Association to suspend the right of an Owner and such Owner's family, Tenants, Residents, and guests to use the Common Area if the Owner is more than 15 days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Governing Documents and has failed to cure such violation within 15 days after the Association notifies the Owner of the violation.

4.1.2. If a Lot is rented by the Owner, the Tenant and the members of his/her family residing with such Tenant has the right to use the Common Area during the term of the lease, and the Owner of such Lot has no right to use the Common Area until the termination or expiration of such lease.

Section 4.2. **Utility Easement.** An easement exists upon, across, over and under the Common Area and the Lots for the reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it is expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Area or Lots but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Area or Lots except as initially designed, approved and constructed by the developer of the Property, or as approved by the Board.

Section 4.3. **Easement in Favor of Association.** The Lots are subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- 4.3.1. For inspection of the Lots in order to verify the performance by Owners and Residents of all items of maintenance and repair for which they are responsible;
- 4.3.2. For inspection, maintenance, repair and replacement of the Areas of Association Responsibility accessible only from such Lots:
- 4.3.3. To correct emergency conditions in one or more Lots;
- 4.3.4. For the purpose of enabling the Association, the Board, the Architectural Committee or any other committees appointed by the Board to exercise and discharge their respective rights, powers and duties under the Governing Documents;
- 4.3.5. To inspect the Lots to verify that the provisions of the Governing Documents are being complied with by the Owners, their guests, Tenants, invitees and the other Residents.

ARTICLE V - THE ASSOCIATION; ORGANIZATION; MEMBERSHIP AND VOTING RIGHTS

Section 5.1. **Formation of Association.** The Association is an Arizona nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents. In the event of any conflict or inconsistency between this Declaration and the Governing Documents, this Declaration controls.

Section 5.2. **Board of Directors and Officers.** The affairs of the Association are conducted by the Board and such officers as the Board elects or appoints in accordance with the Articles and the Bylaws. Unless the Governing Documents specifically require the vote or written consent of the Members, approvals or actions taken by the Association are valid if taken by the Board.

Section 5.3. **The Association Rules.** The Board may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal the rules and regulations pertaining to (i) the management, operation and use of the Areas of Association Responsibility including, but not limited to, any recreational facilities located in the Areas of Association Responsibility, (ii) minimum standards for any maintenance of Lots, or (iii) any other subject within the jurisdiction of the Association. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration prevail.

Section 5.4. **Personal Liability.** No member of the Board or of any committee of the Association,

no officer of the Association, and no manager or other employee of the Association is personally liable to any Member, or to any other person or entity, including the Association, for any damage, loss or prejudice incurred or claimed as a result of any act, omission, error, or negligence of the Association, the Board, the manager, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitations set forth in this Section do not apply to any Person who has failed to act in good faith or has engaged in wilful or intentional misconduct.

- Section 5.5. **Implied Rights.** The Association may exercise any right or privilege expressly given to the Association by the Governing Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Governing Documents or reasonably necessary to effectuate any such right or privilege.
- Section 5.6. **Qualification of Members.** Membership in the Association is limited to Owners. An Owner is automatically, upon becoming the Owner of such Lot, a member of the Association and remains a member of the Association until such time as the ownership ceases for any reason, at which time that Person's membership in the Association automatically terminates.
- Section 5.7. **Members.** The Members are all of the Owners, with each Member entitled to one (1) vote for each Lot owned, regardless of the number of Owners of that Lot.
- Section 5.8. **Voting Procedures.** No change in the ownership of a Lot is effective for voting purposes unless and until the Board is given actual written notice of the change in Ownership and is provided with satisfactory proof of the change. The vote for each such Lot must be cast as a unit, and fractional votes are not allowed. If a Lot is owned by more than one Person or entity and the Owners are unable to agree among themselves as to how their vote will be cast, they will lose their right to vote on the matter in question. If any Member casts a vote representing a certain Lot, it will conclusively be presumed for all purposes that the Member was acting with the authority and consent of all other Owners of the same Lot unless an objection to the vote is made at the time the vote is cast. In the event more than one vote is cast by a Member for a particular Lot, none of the votes will be counted and all of the votes will be deemed void.
- Section 5.9. **Transfer of Membership.** The rights and obligations of any Member cannot be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of ownership of an Owner's Lot, and then only to the transferee. A transfer of ownership of a Lot may be effectuated by a deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or any legal process that is now in effect or is established under the laws of the State of Arizona. Any attempt to make a prohibited transfer is void. Any transfer of ownership to a Lot operates to transfer the Membership appurtenant to the Lot to the new Owner. Each

Purchaser of a Lot must notify the Association of his/her purchase within 20 days after that Person becomes the Owner of a Lot.

Section 5.10. **Architectural Committee.** The Association will have an Architectural Committee to perform that Committee's functions under this Declaration. The Architectural Committee is a committee of the Board and its members will be appointed by the Board. The chair of the Architectural Committee must also be a Member of the Board of Directors. The Architectural Committee will consist of Members of the Association, as more fully provided for in the Bylaws. The Architectural Committee has the right to promulgate architectural guidelines and standards to be used in rendering its decisions. The decision of the Architectural Committee is final on all matters submitted to it pursuant to this Declaration. The Architectural Committee may charge the Owners reasonable processing fees to defer the costs incurred by the Association in considering any requests for approvals submitted to the Architectural Committee, which must be paid at the time the request for approval is submitted.

Section 5.11. **Conveyance or Encumbrance of Common Area.** The Common Area cannot be mortgaged, transferred, dedicated or encumbered without the affirmative vote or written consent of the Owners representing at least two-thirds (2/3) of the votes entitled to be cast who are voting in person or by absentee ballot at a meeting of the members of the Association.

Section 5.12. **Suspension of Voting Rights.** If any owner fails to pay any Assessments or other amounts due to the Association under the Governing Documents within 15 days after the payment is due or if any Owner violates any other provision of the Governing Documents and that violation is not cured within 15 days after the Association notifies the Owner of the violation, the Board has the right to suspend that Owner's right to vote until such time as all outstanding payments, including interest, costs and attorneys' fees, are paid in full, and until any other infractions or violations of the Governing Documents have been corrected.

Section 5.13. **Fines and Penalties.**

5.13.1. **Right to Impose Fines.** If any Owner, his/her family, guest, invitee or Tenant violates the Governing Documents, after providing the Owner with notice of the violation and an opportunity for a hearing, the Board may levy a fine upon the Owner for each violation. However, for each day that a violation continues after written notice to cease has been mailed, it will be considered a separate violation and subject to the imposition of the fine.

5.13.2. **Procedures for Imposing Fines.** The Board will establish a procedure by which it imposes such penalties, including notice of the violation and the right to a hearing if requested by an Owner. Late fees and interest can be imposed upon any fine which is not timely paid.

- 5.13.3 **Fines as Reimbursement Assessments.** Once imposed fines become Reimbursement Assessments and may be collected in any manner authorized by law.

ARTICLE VI - EXTERIOR MAINTENANCE

Section 6.1. Maintenance, Repair and Upkeep.

- 6.1.1. **Residential Units.** The maintenance, repair, upkeep and repainting of Residential Units, including all other improvements on a Lot, are the sole responsibility of each Owner.
- 6.1.2. **Perimeter Walls.** Each Owner must maintain, repair and repaint (if applicable), the interior and exterior sides of the perimeter yard walls or fences appurtenant to that Owner's Lot. This includes the walls that are located on the lot and are adjacent to the public streets within the Property. If such a wall or fence is a common wall or fence, the Owner is required to repair and repaint only that portion of the wall or fence exclusively used by that Owner.
- 6.1.3. **Plumbing.** Each Owner is responsible for sewer blockage and the repair and replacement of all Dwelling Unit plumbing as well as the house connection line from the Dwelling Unit to its connection point in the main collection sewer line in the street, even if a portion of that line is in the Common Area or under the public streets.
- 6.1.4. **Exterior Lighting.** Each Owner is responsible for the maintenance and repair, including replacement of light bulbs, of all exterior lighting fixtures located within the Owner's Lot (or located outside the Owner's Lot if the lighting is substantially or exclusively for the benefit of, and is metered to, such Owner's Lot) in accordance with any lighting guidelines that may be contained in the Rules.
- 6.1.5. **Failure to Maintain.** Such maintenance, repair and repainting of a Residential Unit and other improvements on a Lot must be undertaken in a manner and with such frequency as to keep each Owner's Lot in an attractive, well-kept and maintained condition in conformity with all other Lots. In the event any Owner fails to fulfill his/her obligations under this Section, after the Association has provided written notice to the Owner requesting that the Owner fulfill his/her obligations, the Association, after the approval of two-thirds of the Board, has the right through its agents and employees, to enter on the Lot, and to repair, maintain and restore the Lot, including the perimeter yard walls, or fences and any other improvements. The cost of this exterior maintenance will become a Reimbursement Assessment. The Board will have the right to determine whether or not a Lot is in need of maintenance, repair and upkeep in order to conform to the standards of the general neighborhood of the Properties and the Board will use a reasonably high standard in determining whether such maintenance, repair and upkeep are required so that the Lots as a whole will reflect a high pride of ownership.

6.1.6. **Easement for Maintenance.** Each Owner or the Owner's authorized agent, in order to conduct such maintenance, repair or repainting, has the right to enter at reasonable times, upon Lots adjacent to the Owner's Lot, by providing the Adjacent Lot Owner with written notice of his/her intent to enter the adjacent Lot at least 72 hours in advance of date on entry, unless exigent circumstances require less notice be provided. The notice must state the purpose of the entry and the estimated length of time during which the Owner will need access onto the adjacent Owner's Lot. The adjacent Lot Owner cannot deny entry so long as the Owner provides this written notice. The Association has a right to enter and an easement over each Lot for the purpose of fulfilling its responsibilities under the Governing Documents.

Section 6.2. **Maintenance of Common Area.** The Association is responsible for the maintenance, repair and upkeep of any Areas of Association Responsibility.

ARTICLE VII - COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 7.1. **Creation of Lien and Personal Obligation of Assessments.** Each Owner, by becoming the Owner of a Lot, covenants and agrees, to pay Assessments to the Association in accordance with this Declaration. All Assessments will be established and collected as provided in this Declaration. The Assessments include interest, late charges and all costs, including but not limited to reasonable attorneys' fees, litigation expenses and collection costs, incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed. All Assessments are a charge on the Lot and a continuing lien on the Lot against which each such Assessment is made. Each Assessment, together with interest and all costs, including but not limited to reasonable attorneys' fees, litigation expenses and collection costs, incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, is also the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments cannot pass to the successors in title of the Owner unless expressly assumed by them.

Section 7.2. **Annual Assessments.**

7.2.1. To provide for the operation and management of the Association and to accumulate sufficient funds for the Association to pay all Common Expenses and to perform its duties and obligations under the Governing Documents, including the establishment of replacement and maintenance reserves, the Board, for each Assessment Period will impose an Annual Assessment against each Lot.

7.2.2. The Board will give notice of the Annual Assessment to each Owner at least 30 days prior to the beginning of each Assessment Period, but the failure to give such notice does not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from any obligation to pay the Annual Assessment. If the Board determines, during any Assessment Period, that the funds budgeted for that

Assessment Period are, or will, become inadequate to meet all of the Common Expenses for any reason, including, without limitation, nonpayment of Assessments by the Members, it may increase the Annual Assessment for that Assessment Period and the revised Annual Assessment will commence on the date designated by the Board.

- 7.2.3. Each year, the Board will estimate the total expenses anticipated for the next fiscal year, will determine the necessary level of reserve balances for ordinary and unexpected expenses, and will determine the Annual Assessment necessary to generate the required revenues. Any increases in the Annual Assessments from year to year will not exceed the maximum permitted under the Act. As of the recordation of this Amended and Restated Declaration, the maximum increase permitted under the Act is 20% above the previous year's Assessment rate.

Section 7.3. **Rate of Assessment.** The Annual Assessment for each Lot will be determined by dividing the total operating budget (including such amounts designated for the reserve account) of the Association for the Assessment Period for which the Annual Assessment is being levied by the total number of Lots subject to the Assessment at the time the Annual Assessment is levied by the Board.

Section 7.4. **Special Assessments.** In addition to the Annual Assessments, the Board may levy Special Assessments to correct an inadequacy in the current operating account or to pay for such other matters as the Board, in its sole discretion, deems appropriate, including any additions/changes to the improvements in the Common Areas, or the replacement of any capital items in such Common Areas. The Board will determine the due date of any Special Assessment. Special Assessments must be approved by a vote of 2/3 of the Owners voting in person or by absentee ballot at any meeting of the Members of Association.

Section 7.5. **Reimbursement Assessments.** The Association may levy a Reimbursement Assessment against any Owner if a failure to comply with the Governing Documents has (i) necessitated an expenditure of money by the Association to bring the Owner or his/her Lot into compliance, including any attorney fees which were incurred by the Association; or (ii) resulted in the imposition of a fine or penalty by the Board, after notice of the violation and an opportunity for a hearing has been given to the Owner. Except as limited by law, Reimbursement Assessments will be collected in the same manner as Annual Assessments.

Section 7.6. **Assessment Period.** The period for which the Annual Assessment is to be levied (the "Assessment Period") is the fiscal year of the Association. The Board in its sole discretion from time to time may change the Assessment Period.

Section 7.7. **Lots Subject to Assessment.** All Lots are subject to assessment.

- Section 7.8. **Rules Regarding Billing and Collection Procedures.** Annual Assessments can be collected on an annual basis or any other basis selected by the Board. Special Assessments will be collected as specified by the Board. The Board has the right to adopt rules and regulations setting forth procedures for imposing the Assessments and for the billing and collection of the Assessments provided that the procedures are consistent with the provisions of this Declaration. The failure of the Association to send a bill to a Member does not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien cannot be foreclosed or otherwise enforced until the Member has been given at least 30 days written notice to pay the Association the amounts owed and the consequences arising out of the Owner's failure to pay. The Association is under no duty to refund any payments received by it even though ownership of a Lot changes during the Assessment Period; successor Owners of Lots will be given credit for prepayments, on a prorated basis, made by prior Owners.
- Section 7.9. **Estoppel Certificate.** The Association will, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.
- Section 7.10. **Effect of Non-Payment of Assessments.** The Association is not obligated to release the Assessment Lien until all delinquent Assessments, interest, collection fees and litigation expenses, lien fees, fines, reasonable attorneys' fees, court costs, collection costs and all other sums payable to the Association by the owner of the Lot have been paid in full.
- Section 7.11. **Remedies of the Association.** Each Owner agrees to pay interest, late charges and all costs incurred in the collection and enforcement of the Assessments in the following manner:
- 7.11.1. **Additional Charges.** In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any Assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur in the process of collecting funds from any Owner. All additional charges will be included in any judgment in any suit to collect delinquent Assessments or may be levied against a Lot as a Reimbursement Assessment. Additional charges will include, but not be limited to, the following:
- 7.11.1.1. **Attorney Fees.** Attorney fees, litigation expenses, and costs incurred in the event an attorney is employed to collect any Assessment or sum due, including the placement of the lien, or the filing of a suit or otherwise;
- 7.11.1.2. **Late Charges.** A late charge, in an amount to be determined by the

Board in compliance with the Act. An Assessment is deemed to be late if it is not paid within 15 days from the date it is due.

7.11.1.3. **Costs of Suit.** Litigation expenses, collection fees and court costs incurred;

7.11.1.4. **Interest.** Interest on all sums due from the Owner, including delinquent Assessments, costs of collection, attorney fees and late charges, at an annual percentage rate to be established by the Board, but not less than 12%;

7.11.1.5. **Other.** Any other additional costs that the Association may incur in the process of collecting delinquent Assessments or other sums due to the Association.

7.11.2. **Application of Payments.** All payments received by the Association will be applied in accordance with the Act, which, as of the date of this Second Restated Declaration requires that such payment be first applied to any unpaid Assessments, then to unpaid charges for late payment of those Assessments, for reasonable collection fees and for unpaid attorney fees and costs incurred with respect to those Assessments, in that order, with any remaining amounts applied next to other unpaid fees, charges and monetary penalties or interest and late charges on any of those amounts.

7.11.3. **Remedies of the Association.** In addition to all other remedies provided by law, the Association, or any authorized representative of the Association, has the right to enforce the obligations of any Owner to pay the Assessments in any manner provided by law or by either or both of the following procedures:

7.11.3.1. **Suit.** The Association may file a lawsuit against any Owner who is personally obligated to pay delinquent Assessments. Any judgment obtained in the Association's favor will include the amount of the delinquent Assessments, any additional charges incurred by the Association in the collection of the amounts due, attorney fees, court costs, litigation expenses and any other amounts which the court may award. A proceeding to obtain a judgment for unpaid Assessments may be maintained without the necessity of foreclosing or waiving the Association's lien.

7.11.3.2. **Lien.** To the full extent permitted by Arizona law, the Association's lien for any unpaid Assessment arises when the Assessment is not paid within 15 days of its due date. The recording of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bristol Park recorded on December 12, 1991 in Docket 9184 at Page 583, Pima County Recorder, constituted record notice and perfection of the Association's lien. The Association is not required to record an Assessment Lien, but may do so to provide notice to third parties of its interest in the Lot. Except for the transfer of a Lot pursuant to a foreclosure proceeding, the sale or transfer of a Lot does not affect the Assessment Lien. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the

foreclosure of mortgages. The Assessment Lien is prior and superior to all other liens, except (i) all taxes, bonds, assessments and other levies which, by law, are superior to the Association's lien; and (ii) the lien of any mortgage or deed of trust which is recorded before the date this Declaration was recorded. The Association has the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

Section 7.12. **No Exemption of Owner.** No Owner is exempt from liability for the payment of Assessments because he/she has abandoned his/her Lot, chooses not to use the Common Areas, or for any other reason, including any allegation that the Board is not performing its obligations under the Governing Documents.

Section 7.13. **Reserves.** Any reserves that are collected as part of the Annual Assessments will be deposited by the Association in a separate bank account to be held for the purposes for which they are collected. Such reserves will be deemed a contribution to the capital account of the Association by the Owners and once paid, no Owner will be entitled to any reimbursement of those funds. The reserves are for the maintenance, repair, and replacement of any Improvements for which the Association is responsible and for unforeseen contingencies. The Board is only responsible for providing those reserves that the Board in good faith deems reasonable, and no Member of the Board is liable to any Owner or to the Association if the amount in the reserve account proves to be inadequate.

Section 7.14. **Purposes for which Association's Funds may be Used.** The Association has the right to apply all funds and Property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and Property received by it from any other source) for the benefit of the Property and the Owners and Residents by using such funds for the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, programs, studies and systems, within or without the Property, which may be necessary, desirable or beneficial to the general common interests of the Property, the Owners and the Residents. The following are some, but not all, of the areas in which the Association may apply the funds it collects: maintenance of landscaping of the Common Areas and public rights-of-way and drainage areas within the Property, recreation, liability insurance, ownership and operation of vehicle storage areas, utilities, public services, and indemnification of officers and directors of the Association. In essence, the funds belonging to the Association should be expended for the purposes set forth in the Governing Documents.

Section 7.15. **Surplus Funds.** The Association is not obligated to spend all the Assessments and other sums received by it each year, and may carry forward as surplus funds any balances remaining after payment of the annual expense. The Association is not obligated to reduce the amount of the Annual Assessment in the next Assessment period if there is a surplus from a prior year, and the Association may carry forward

from year to year any surplus that the Board in its discretion determines is necessary and desirable for the financial security of the Association and the accomplishment of its purposes.

Section 7.16. **Working Capital Fund.** To insure that the Association has adequate funds to meet its expenses or to purchase necessary equipment or services, each Purchaser of a Lot must pay to the Association, immediately upon becoming the owner of the Lot, a sum equal to 20% of the Annual Assessment on the Lot. Funds paid to the Association pursuant to this Section may be used by the Association for the payment of operating expenses or any other purpose permitted under the Governing Documents. Payments made pursuant to this Section are not refundable and cannot be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

Section 7.17. **Transfer Fee.** Each Purchaser of a Lot must pay to the Association immediately upon becoming the Owner of the Lot, a transfer fee in an amount established from time to time by the Board and in compliance with the Act.

ARTICLE VIII - MAINTENANCE

Section 8.1. **Areas of Association Responsibility and Public Right of Way.**

8.1.1. The Association, or its duly delegated representative, will manage, maintain, repair and replace the Areas of Association Responsibility, and all Improvements located thereon, except the Association cannot maintain areas which any governmental entity is obligated to maintain.

8.1.2. The Board is the sole judge as to the appropriate maintenance of all Areas of Association Responsibility and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such properties will be taken by the Board or by its duly delegated representative.

Section 8.2. **Lots.** Each Owner is responsible for maintaining, repairing or replacing his/her Lot, and all buildings, Residential Units, landscaping or other Improvements situated on the Lot, except for any portion of the Lot which is an Area of Association Responsibility. All buildings, Residential Units, landscaping and other Improvements must, at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a Lot must be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die must be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Architectural Committee. No yard equipment, wood piles or storage areas can be maintained on the Lot if they are Visible From Neighboring Property or streets.

- Section 8.3. **Assessment of Certain Costs of Maintenance and Repair.** In the event that the need for maintenance or repair of an Area of Association Responsibility is caused through the willful or negligent act of any Member, his/her family, Tenants, guests or invitees, the cost of such maintenance or repairs will become a Reimbursement Assessment secured by an Assessment Lien. Any charges or fees to be paid by the Owner of a Lot pursuant to this Section in connection with any agreement entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities will also become a part of such Reimbursement Assessment and is secured by the Assessment Lien.
- Section 8.4. **Improper Maintenance and Use of Lots.** If any portion of any Lot is maintained in a manner that creates a public or private nuisance, or which substantially detracts from the appearance or quality of the surrounding Lots or Common Area, or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event the Owner of any Lot fails to perform any of its obligations under the Governing Documents, the Board may make a finding to such effect, specifying the particular conditions which exist, and give notice thereof to the offending Owner that unless corrective action is taken within 14 days, the Board may take corrective action at the Owner's cost. If at the expiration of the 14-day period, the requisite corrective action has not been taken, the Board is authorized and empowered to cause such action to be taken and the cost will be added to and become a Reimbursement Assessment secured by the Assessment Lien.
- Section 8.5. **Common Walls.** The rights and duties of Owners of Lots regarding the common walls are as follows:
- 8.5.1. The Owners of contiguous Lots who have a common wall have an equal right to use that wall, provided that the use by one Owner does not interfere with the use and enjoyment of the wall by the other Owner;
 - 8.5.2. In the event that any common wall is damaged or destroyed through the act of an Owner, it is the obligation of that Owner to rebuild and repair the common wall without cost to the other Owner;
 - 8.5.3. In the event any common wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his/her agents, Tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then, in that event, both adjoining Owners must proceed forthwith to rebuild or repair the common wall to the same condition it was previously at their joint and equal expense;
 - 8.5.4. Notwithstanding any other provision of this Section, an Owner who, by his/her negligent or willful act, causes any common wall to be exposed to the elements is responsible for the entire costs of furnishing the necessary protection against such elements;

- 8.5.5. The right of any Owner to contribution from any other Owner under this Section is appurtenant to the land and will pass to such Owner's successors in title;
- 8.5.6. In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a common wall must first obtain the written consent of the adjoining Owners;
- 8.5.7. If any common wall encroaches upon a Lot or the Common Area, a valid Easement for such encroachment and for the maintenance of the common wall exists in favor of the Owners of the Lots which share the common wall.
- 8.5.8. The Architectural Committee may require that the common walls be painted the same color as the house.

Section 8.6. Maintenance of Walls other than Common Walls.

- 8.6.1. Walls (other than common walls) located on a Lot must be maintained, repaired and replaced by the Owner of the Lot.
- 8.6.2. Any wall that is placed on the boundary line between a Lot and the Common Area must be maintained, repaired and replaced by the Owner of the Lot, except that the Association is responsible for the repair and maintenance of the side of the wall that faces the Common Area.

ARTICLE IX - INSURANCE

Section 9.1. Scope of Coverage. The Association will maintain, to the extent reasonably available, the following insurance coverage:

- 9.1.1. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance will cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Areas of Association Responsibility and all other portions of the Property which the Association is obligated to maintain under this Declaration, and can also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner;
- 9.1.2. Property insurance on all Areas of Association Responsibility insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Areas of Association Responsibility, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles cannot be less than 100% of the current replacement cost of the insured

property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

9.1.3. Worker's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;

9.1.4. Director's and Officer's Liability Insurance;

9.1.5. Fidelity insurance, insuring those persons who are in possession of the funds belonging to the Association;

9.1.6. Such other insurance as the Association determines from time to time to be appropriate to protect the Association or the Owners;

9.1.7. The insurance policies purchased by the Association can, to the extent reasonably available, contain the following provisions:

9.1.7.1. That there is no subrogation with respect to the Association, its agents, servants, and employees, regarding the Owners and members of their household;

9.1.7.2. No act or omission by any Owner, unless acting within the scope of his/her authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

9.1.7.3. That the coverage afforded by such policy cannot be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

9.1.7.4. A "severability of interest" endorsement which will preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;

9.1.7.5. Statement of the name of the insured as the Association;

9.1.7.6. For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier will notify the first mortgagee named in the policy at least 10 days prior to the effective date of any substantial modification, reduction or cancellation of the policy.

Section 9.2. **Certificates of Insurance.** An insurer that has issued an insurance policy under this Article will issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be cancelled until 30 days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee or beneficiary under a deed of trust to whom certificates of

insurance have been issued.

- Section 9.3. **Payment of Premiums.** The premiums for any insurance obtained by the Association pursuant to Section 9.1 of this Declaration will be included in the budget of the Association and will be paid by the Association.
- Section 9.4. **Payment of Insurance.** With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Article, the loss will be adjusted with the Association, and the insurance proceeds will be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 9.5 of this Declaration, the proceeds are disbursed for the repair or restoration of the damage to the Area of Association Responsibility.
- Section 9.5. **Repair and Replacement of Damaged or Destroyed Property.** Any portion of the Areas of Association Responsibility which is damaged or destroyed is repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) owners representing at least 80% of the total authorized votes in the Association vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves will be paid by the Association. If all of the Areas of Association Responsibility are not repaired or replaced, insurance proceeds attributable to the damaged Areas of Association Responsibility will be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds can either (i) be retained by the Association as an additional capital reserve, or (ii) be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Members representing more than 50% of the votes in the Association.

ARTICLE X - RIGHTS OF FIRST MORTGAGEES

- Section 10.1. **Notification to First Mortgagees.** Upon receipt by the Association of a written request from a First Mortgagee or insurer or governmental guarantor of a First Mortgage informing the Association of its correct name and mailing address and the Lot number or address to which the request relates, the Association will provide such Eligible Mortgage Holder or Eligible Insurer Or Guarantor with timely written notice of the following:
- 10.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a First Mortgage held, insured or guaranteed by that Eligible Mortgage Holder or Eligible Insurer Or Guarantor;
 - 10.1.2. Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a First Mortgage held, insured or guaranteed by such Eligible Mortgage

Holder or Eligible Insurer Or Guarantor or any other default in the performance by the Owner of any obligation under the Governing Documents, which delinquency remains uncured for the period of 60 days;

10.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Association;

10.1.4. Any proposed action which requires the consent of a specified percentage of Eligible Mortgage Holders as set forth in Section 10.2 or 10.3 of this Declaration.

Section 10.2. **Approval Required to Terminate Property.** Any termination of the legal status of the Property for reasons other than the substantial destruction or a substantial taking in condemnation of the Property is not effective unless approved by Eligible Mortgage Holders holding First Mortgages on Lots the Owners of which have at least 67% of the votes in the Association allocated to the Owners of all Lots subject to First Mortgages held by Eligible Mortgage Holders.

Section 10.3. **Approval Required for Amendment to Declaration, Articles or Bylaws.** The approval of Eligible Mortgage Holders holding First Mortgages on Lots the Owners of which have at least 51% of the votes in the Association allocated to the Owners of all Lots subject to First Mortgages held by Eligible Mortgage Holders is required to add or amend any material provisions of the Declaration, Articles or Bylaws which establish, provide for, govern or regulate any of the following:

10.3.1. Voting rights;

10.3.2. Assessments, Assessment Liens or subordination of Assessment Liens;

10.3.3. Reserves for maintenance, repair and replacement of Common Areas;

10.3.4. Insurance including fidelity insurance;

10.3.5. Responsibility for maintenance and repairs;

10.3.6. Expansion or contraction of the Property, or the addition, annexation or withdrawal of property to or from the Property;

10.3.7. Boundaries of any Lot;

10.3.8. Reallocation of interests in the Common Areas or the rights to their use;

10.3.9. Convertability of Lots into Common Areas or of Common Areas into Lots;

10.3.10. Leasing of Lots;

- 10.3.11. Imposition of any restrictions on an Owner's right to sell or transfer his Lot;
 - 10.3.12. A decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
 - 10.3.13. Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents;
 - 10.3.14. Any action to terminate the legal status of the Property after substantial destruction or condemnation occurs;
 - 10.3.15. Any provisions which expressly benefit First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors.
- Section 10.4. **Technical Errors.** Any addition or amendment to the Declaration, Articles or Bylaws will not be considered material if it is for the purpose of correcting technical errors or for clarification only.
- Section 10.5. **First Mortgagee's Right to Inspect Records.** Any First Mortgagee is, upon written request, entitled to (i) inspect the books and records of the Association during normal business hours, (ii) receive within 90 days following the end of any fiscal year of the Association, a financial statement of the Association for the immediately preceding fiscal year of the Association, free of charge to the requesting party, and (iii) receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings.
- Section 10.6. **Limitation on Partition and Subdivision.** No Lot can be partitioned or subdivided, without the prior written approval of the holder of any first mortgage on such Lot.
- Section 10.7. **Prior Written Approval or First Mortgagees.** Unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each First Mortgage owned) or Owners (other than the sponsor, developer or builder) of at least two-thirds (2/3) of the Lots have given their prior written approval, the Association cannot:
- 10.7.1. Seek to abandon, partition, subdivide, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area cannot be deemed a transfer within the meaning of this Subsection;
 - 10.7.2. Change the method of determining the obligations, Assessments, dues or other charges that can be levied against an Owner;

- 10.7.3. Change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots or the maintenance of the Common Area;
- 10.7.4. Fail to maintain fire and extended coverage on insurance common area on current replacement cost basis in an amount of at least 100% of insurable value;
- 10.7.5. Use hazard insurance proceeds for losses to any Common Area, other than repair, replacement or reconstruction of such Common Area.
- Section 10.8. **No Priority over First Mortgagees.** No provision of this Declaration gives or is construed as giving any owner or other Person priority over any rights of a First Mortgagee of a Lot in the case of the distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of the Common Area.
- Section 10.9. **Failure of First Mortgagees to Respond.** Any First Mortgagee that receives a written request from the Board to respond to or consent to any action requiring the consent of the First Mortgagee is deemed to have approved such action if the Association has not received a negative response from such First Mortgagee within 30 days of the date of the Association's request.
- Section 10.10. **Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Article and any other provision of the Governing Documents, the provisions of this Article prevail; provided, however, that in the event of any conflict or inconsistency between the different Sections of this Article or between the provisions of this Article and any other provisions of the Governing Documents with respect to the number or percentage of Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers Or Guarantors that must consent to (i) an amendment of the Declaration, Articles or Bylaws, (ii) a termination of the Property, or (iii) certain actions of the Association as specified in Sections 10.2, 10.3 and 10.7 of this Declaration, the provision requiring the consent of the greatest number or percentage of Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors will prevail.

ARTICLE XI - GENERAL PROVISIONS

Section 11.1. Enforcement and Non-Waiver.

- 11.1.1. Each Owner has the right to enforce the Governing Documents by filing a lawsuit against any other Owner, in equity or in law, or taking any other type of action against that Owner. In the event such an action is filed, the successful party is entitled to an award of reasonable attorney fees, litigation expenses and costs incurred.
- 11.1.2. The Board may adopt procedural Rules for handling violations of the Governing

Documents. Such Rules may set forth procedures for conducting hearings before the Board or a hearing panel established by the Board, imposing fines, and proceeding to court to obtain equitable relief.

- 11.1.3. The Association may enforce the Governing Documents in any manner provided for in this Declaration or by law, including, but not limited to:
- 11.1.3.1. Imposing reasonable monetary penalties after notice and an opportunity to be heard is given to the Owner;
 - 11.1.3.2. Suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 15 days delinquent in paying any assessment or other charge owed to the Association;
 - 11.1.3.3. Exercising self-help or taking action to abate any violation of the Governing Documents;
 - 11.1.3.4. Requiring an Owner, at the Owner's expense, to remove any Improvement on the Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition. After Notice stating a time within which the Owner must perform, if the Owner fails to take action, the Board or its designee has the right to enter the Lot, remove the Improvement in violation and restore the Lot to substantially the same condition as previously existed and any such action will not be deemed a trespass;
 - 11.1.3.5. Without liability to the Association or Board, prohibiting any Person engaged by an Owner who fails to comply with the terms and provisions of the Governing Documents, from continuing or performing any further activities in the Properties; and
 - 11.1.3.6. Filing a lawsuit to enjoin a violation of the Governing Documents, to compel compliance with the Governing Documents, to recover fines or money damages or to obtain such other relief to which the Association may be entitled.
- 11.1.4. The Association is not obligated to take any enforcement action if the Board determines, in its sole discretion, that by virtue of the Association's finances, possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board, enforcement action would not be appropriate or in the best interests of the Association.
- 11.1.5. All rights and remedies of the Association under the Governing Documents or at law or in equity are cumulative, and the exercise of one right or remedy will not act as a waiver of the Association's right to exercise another right or remedy.

- 11.1.6. No delay or failure by the Association or any Owner in exercising any right under this Declaration or any of the other Governing Documents will operate as a waiver of such right or any other right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.
- 11.1.7. No claim or cause of action will accrue against the Board, the Association or any Owner for their neglect or refusal to exercise such right of enforcement.
- 11.1.8. All expenses incurred by the Association in enforcing the Governing Documents, or in defending any action or claim brought by any Owner, including but not limited to attorney fees and all costs and expenses of enforcement, (whether taxable costs or not) must be paid to the Association by the Owner involved in such action or claim, if the Association is the substantially prevailing party. The Association has the right to enter the Lot for the purpose of repairing, modifying, or demolishing improvements which are not in conformance with the provisions of this Declaration and all expenses incurred in connection therewith will become a Reimbursement Assessment.

Section 11.2. **Term.** The provisions, conditions, restrictions and covenants in the Governing Documents will run with the land and continue and remain in full force and effect at all times and against all Persons.

Section 11.3. **Amendments.**

- 11.3.1. Except for amendments made pursuant to Subsection 10.3 of this Declaration, the Declaration may only be amended by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than 67% of the Lots.
- 11.3.2. The Board may amend this Declaration or the Plat, without obtaining the approval or consent of any owner or First Mortgagee, in order to conform this Declaration or the Plat to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Property, the Plat or the Governing Documents is required by law.

Section 11.4. **Non-Uniform Amendments.** No amendment is invalid solely because it affects the Lots within the Properties in a non-uniform manner.

- 11.4.1. **Validity of Amendments.** Any amendment approved pursuant to Subsection 10.3 of this Declaration or by the Board pursuant to Subsection 11.3.2 of this Declaration must be signed by the President or Vice President of the Association attesting that the Amendment was approved by the requisite number of Owners. Such amendment becomes effective when recorded with the Pima County Recorder.

- 11.4.2. **Interpretation.** Except for judicial construction, the Association has the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions in the Declaration is final, conclusive and binding as to all persons and property benefitted or bound by this Declaration. If there is a conflict between this Declaration and the Articles, Bylaws, Association Rules or Architectural Committee Rules, this Declaration controls. In the event of any conflict between the Articles and the Bylaws, the Articles control. In the event of any conflict between the Bylaws and the Association Rules or the Architectural Committee Rules, the Bylaws control.
- Section 11.5. **Severability.** Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable does not affect the validity or enforceability of any of the other provisions.
- Section 11.6. **Non-Waiver.** The failure of the Board, the Association, the Architectural Committee, or by any Owner to enforce any of the provisions in the Governing Documents is not a waiver of the right to enforce any such provisions in the future.
- Section 11.7. **Rule Against Perpetuities.** The rule against perpetuities does not apply to this Declaration.
- Section 11.8. **Change of Circumstances.** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances will operate to extinguish, terminate or modify any of the provisions of this Declaration.
- Section 11.9. **Rules and Regulations.** In addition to the right to adopt rules and regulations or the matters expressly mentioned elsewhere in this Declaration, the Association has the right to adopt rules and regulations pertaining to all other aspects of the Association's rights, activities and duties, provided such rules and regulations are consistent with the provisions of this Declaration.
- Section 11.10. **Laws, Ordinances and Regulations.**
- 11.10.1. The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Board or the Architectural Committee regarding certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration does not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.
- 11.10.2. Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Lot is declared to be a

violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 11.11. **References to this Declaration in Deeds.** Deeds to and instruments affecting any Lot may contain the covenants, conditions and restrictions set forth in this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration are binding upon the grantee-owner or other person claiming through any instrument and his/her heirs, executors, administrators, successors and assignees.

Section 11.12. **Gender and Number.** Wherever the context of this Declaration requires, words used in the masculine gender include the feminine and neuter genders; words used in the neuter gender include the masculine and feminine genders; words used in the singular include the plural; and words in the plural include the singular.

Section 11.13. **Captions and Titles.** All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent of context thereof.

Section 11.14. **Notices.** If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner, Tenant or Resident then, unless otherwise specified herein or in the resolution of the Board, such notice requirement is deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within Pima County. This Section does not require that any notice be given if not otherwise required and does not prohibit satisfaction of any notice requirement in any other manner.

Section 11.15. **No Absolute Liability.** No provision of the Governing Documents can be interpreted or construed as imposing on Owners absolute liability for damage to the Common Area or the Lots. Owners can only be responsible for damage to the Common Area or Lots caused by that Owners' negligence or intentional acts.

Section 11.16. **Original Declaration Superseded.** This Declaration supersedes the Original Declaration in its entirety. Upon the recording of this Declaration, the Original Declaration is of no further force and effect.

Section 11.17. **Binding Effect.** By accepting a deed or acquiring any ownership interest in any of the Properties included within this Declaration, each Person or entity, for him/herself, or his heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any Amendments thereof. In addition, each such Person acknowledges that this Declaration sets forth

a general scheme for the Properties and evidences his/her intent that all the Restrictions, conditions, covenants, rules, and regulations will run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees. Furthermore, each such Person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 11.18. **Conformance with Applicable Law.** In the event of any adoption of any local, state or federal law or regulation that conflicts with the terms of the Governing Documents, the applicable local, state or federal law or regulation will modify to the fullest extent of the law, the terms of the Governing Documents without the necessity of the Association amending the Governing Documents to conform to such law or regulation.

The President and Secretary of Bristol Park Homeowners Association attest that this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions has been approved by the owners of 67% of the Lots.

Bristol Park Homeowners Association

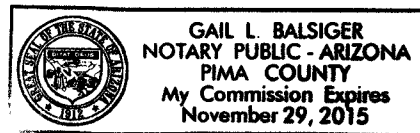
By: *Jacqueline M. Upson*
Its President
By: *Bette Cochefski, Vice President*

Attest:

Secretary

State of Arizona)
) ss.
County of Pima)

Acknowledged before me this *24* day of *April*, 2014, by *Jacqueline M. Upson*
the President and *Bette A. Cochefski*, the *Vice President* Secretary of Bristol Park Homeowners
Association.



Notary Public *Gail L. Balsiger*

My Commission Expires:
November 29, 2015

EXHIBIT A

Lots 1 through 83, inclusive, and Common Areas A through D, Bristol Park Resubdivision, according to the plat recorded in Book 42 of Maps and Plats, page 4 records of Pima County, Arizona.