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RECORDING TYPE: RESTRICTION
GRANTOR: SAN IGNACIO HEIGHTS L 1-92
GRANTEE: RESTRICTION

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RESTATED DECLARATION
OF ESTABLISHMENT OF CONDITIONS,
COVENANTS AND RESTRICTIONS FOR
SAN IGNACIO HEIGHTS
LOT 1 THROUGH 9. AND
COMMON AREAS A, B AND C

Dated: _____

DECLARATION
OF ESTABLISHMENT OF CONDITIONS,
COVENANTS AND RESTRICTIONS FOR
SAN IGNACIO HEIGHTS
LOTS 1 THROUGH 92
AND COMMON AREAS A, B AND C

That Lawyers Title of Arizona, an Arizona Corporation, as Trustee under Trust 6486-T, hereinafter referred to as the "Declarant," is the owner of the following described real estate situated in the County of Pima, State of Arizona, which shall be known as the Properties:

San Ignacio Heights, Lots 1 through 92 and Common Areas A, B and C, a subdivision of Pima County, Arizona recorded in Book ___ of Maps and Plats at Page ___ in the Office of the Recorder of Pima County, State of Arizona.

Declarant now hereby declares and establishes the following conditions, covenants and restrictions to which said Properties, and such later annexations as may occur shall be subject, all of which shall be binding upon and inure to the benefit of the present and future owners thereof, and which shall be imposed upon each part of said Properties as a servitude in favor of each and every part thereof.

ARTICLE I

DEFINITIONS

SECTION 1: "Association" shall mean and refer to San Ignacio Estates, Inc., its successors and assigns.

SECTION 2: "Common Areas" shall mean the real property designated on the Plat as Common Areas A, B and C, and common areas, if any, which may be annexed by Declarant pursuant to Article ____ hereof.

SECTION 3: "Declarant" shall mean and refer to Lawyers Title of Arizona, an Arizona corporation, as Trustee under Trust 6486-T, and its successors or assigns if such successors or assigns should acquire all or portions of the Properties from Declarant for the purpose of development, and if Declarant assigns its rights hereunder to such successor.

SECTION 4: "Declaration" shall mean and refer to this Declaration as may be amended from time to time.

SECTION 5: "Dwelling Unit" shall mean the improvements placed upon or within the boundary of any Lot.

SECTION 6: "Lot" shall mean the following numbered plots of land shown on the Plat (without regard to whether a structure has been constructed thereon), Lots 1 through 92, including any improvements constructed or under construction thereon, if any, and including any new Lot created by combining two or more adjacent Lots. When two or more Lots are purchased, combined and used as one

lot with the approval of the Declarant and the Architectural Committee, the combined Lots shall be considered one lot for all purposes including voting rights and assessments. The term "Lot" shall also include Lots, if any, annexed by Declarant from the land described in Exhibit ____ hereto, which annexation shall be at the sole discretion of Declarant as provided in Article ____ hereof.

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

SECTION 8: "Mortgage" shall include any consensual monetary encumbrance to a Lot, evidenced by an instrument in recordable form and shall specifically include both mortgages and deeds of trust. The term "Mortgagee" shall include a beneficiary under a Deed of Trust, and the term "First Mortgagee" shall mean the holder of any Mortgage under which the interest of any Owner of a Lot is encumbered and which Mortgage has first and paramount priority, subject only to the lien of general or ad valorem taxes and assessments. "First Mortgagees" for purposes of this Declaration are defined further by Article IX, Section 1 below.

SECTION 9: "Owner" shall mean and refer to the record holder, whether one or more persons, and including Declarant, of the fee simple title to any Lot which is part of the Properties, including a buyer under a contract

for the conveyance of real estate pursuant to Title 33, Arizona Revised Statutes, but excluding persons holding an interest merely as security for the performance of an obligation, and excluding buyers under sales agreements or deposit receipt and agreements.

SECTION 10: "Person" shall include a corporation, company, partnership, firm, association or society, as well as a natural person.

SECTION 11: "Plat" shall mean the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 43 of Maps and Plats at Page 76 thereof, and any amendment thereto or resubdivision thereof.

SECTION 12: "Properties" shall mean and refer to that certain real property described in the Plat.

ARTICLE II

SCOPE OF DECLARATION

This Declaration is intended to regulate and control the use of the Properties for the benefit of all Owners thereof, pursuant to the general plan of development set forth herein.

ARTICLE III

COMMON AREAS

SECTION 1: Ownership. Ownership of the Common

Areas shall, subject to the provisions hereof, be transferred to the Association, subject to the easements created herein and easements created by Declarant for purposes deemed necessary for the full use and enjoyment of the Properties. Common Areas are intended for use as public utility easements, drainage-ways, streets, open areas, and any recreational centers or other facilities, if any, and are for the common use and enjoyment of the Members of the Association and their invitees.

SECTION 2: Conveyance of Owner's Rights. Any sale, lease or sublease of a Lot by its Owner, or transfer of the same by operation of law, shall serve to transfer, convey, lease or sublease to the same extent all of said Owner's right to use the Common Areas.

SECTION 3: Conveyance of Easements and Rights-of-Way. Notwithstanding any other provision in this Declaration, the Association or Declarant shall at all times have the right to grant and convey to any person or entity easements or rights-of-way, in, on, over, or under any Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder: roads, streets, walks, pathways, driveways, temporary overhead or permanent underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, cable T.V., and other purposes, sewers, storm drains, and pipes,

drainage easements, water systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

SECTION 4: Neither the Association nor any Owner, other than Declarant or the developer, Fairfield Green Valley, Inc., shall make or cause to be made any alteration or modification to improvements, trees, plantings, lawns or other landscaping features located at the entrance to the Properties on Camino Del Sol, without first obtaining the prior written consent of the Declarant and the developer, Fairfield Green Valley, Inc.

ARTICLE IV

EASEMENTS, LICENSES AND ENCROACHMENTS

SECTION 1: Easement for Encroachments. Each Lot and the property included in the Common Areas shall be subject to an easement for encroachments created or necessary to be created by activities conducted and conditions existing upon the Properties, including, construction, settling and overhangs, as determined by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

SECTION 2: Easement for Enjoyment. There is hereby created a blanket, nonexclusive easement upon, across, over and under all of the Common Areas for the use

and enjoyment of all Members, their guests, invitees and licensees, subject to reasonable regulations of the Association, and for ingress, egress, installation, replacement, operation, repair and maintenance of all utilities, including but not limited to, water, sewer, gas, telephone, electricity, television antennae system, and any equipment or facilities for the installation of a cable communications system.

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

SECTION 4: Utility Easements. There is hereby reserved in the Declarant, and its successors and assigns, a perpetual exclusive easement and right-of-way across and upon all Common Areas for the construction, maintenance, operation and repair of a cable television system or security system or both, and facilities appurtenant to either or both. Declarant shall have the right to excavate for, place, lay, construct, operate, use, maintain, repair, replace, reconstruct, enlarge, alter, improve, add to, relocate, and remove at any time and from time to time, underground structures, equipment and materials, with required appurtenances, necessary for the operation of said cable television system. Declarant shall have the right of ingress and egress from said easement by such route or routes in, upon, over and across

the hereinbefore described lands or any portion or portions thereof as Declarant or its assigns may determine, together with the right to clear and keep clear said easement and rights-of-way from any and all obstructions. Without limiting the generality of the foregoing, Declarant and its assigns shall have the right to trim and cut trees, foliage, and roots upon and from within the above-described easement and rights-of-way whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein granted. All cable television system equipment or security system equipment installed by Declarant or by its assigns in and upon the herein-described easement shall remain regardless of the manner in which the same are affixed to land, the personal property of Declarant or such assigns and shall not become or be deemed to be a part of the realty. Declarant and its assigns shall have the right to assign, directly or indirectly, said cable television or security system easement to any party or person as it may determine. Nothing herein contained shall obligate the Declarant or any other person to provide a cable television system or security system in the Properties. In the event that such cable television system or security system is built by Declarant, or its assigns, the type and quality of the system shall be within the absolute discretion of the constructing

entity. Notwithstanding any other provision of this Declaration, this section may not be amended without the prior written consent of Declarant, or its assigns.

SECTION 5: Golf Course Easement. A blanket easement is reserved and granted upon, across, over and under any roadways for access to any adjacent or nearby golf course, and from one hole to another and from any hole to the golf course clubhouse, driving range or related facilities. This easement is limited to reasonable and necessary access for the play of golf, and is solely for the benefit of users of the golf course. This easement does not permit disruption of the peace and quiet of the Properties, nor does it permit any alteration or improvement of the Properties other than by the Association. The easement is confined to roads and cart paths built by Declarant or its successors.

SECTION 6: Permissible Encroachments. Each Owner hereby acknowledges and agrees that Dwelling Units, or privately-owned patio walls, improvements and fixtures which have been initially constructed on the Properties by Declarant in the course of original construction may from time to time encroach upon the Common Areas or other Lots in the Properties. Such encroachments caused incidentally by Declarant are permissible and each Owner, by acceptance of the Deed to his Lot, consents thereto and agrees that title to the land lying within such incidental

encroachments, and regardless of the platted lot line of the Lot upon which such structure or other work of construction has been constructed, is conveyed to the Owner of the Lot upon which the majority of the encroaching structure is built.

SECTION 7:

A. Provisions applicable to Lots 10 through 15 and 42 through 79--Rear Yard and Front Yard Easements.

The following provisions shall apply only to Lots 10 through 15 and 42 through 79.

The Plat depicts easements along the side boundaries of certain Lots shown thereon, in particular Lots 10 through 15, and Lots 42 through 79. Said easements are for ingress, egress, utilities, vehicular and pedestrian use, maintenance of adjacent walls and structures, landscaping, drainage, and for the general use and enjoyment of the respective Owner benefitted by the easement as set forth herein.

In each case, the Owner of a Lot having the benefit of an easement over an adjacent Lot may be referred to herein as the "benefitted" Owner.

Diagrams 1 through 4 attached hereto show the general manner in which homes are intended to be built on the Lots and the location of the necessary easements. The diagrams are not a representation of any model or home design. Diagram 1 shows the general purposes and location

of these easements. Diagrams 1 through 4 show the easement dimensions for various combinations of adjoining floor plans. These combinations may also be reversed.

As seen from these Diagrams, in each case, an Owner shall have an easement onto an adjacent Lot for additional rear yard area (Rear Yard Easements), and an easement on the opposite side of the Lot for additional front yard area and ingress and egress for access related purposes (Front Yard/Access Easements), and for such other uses as are not inconsistent therewith. These other uses shall be limited to underground utilities, maintenance, drainage, landscaping, and, in the case of yard easements, use and enjoyment. Lots at the end of a row or adjacent to Common Area may have easements on the Common Area or only one side of the Lot, subject to the provisions of the Plat.

The Owner of each Lot is hereby granted blanket easements across adjacent Lots for purposes of maintenance and repair of walls, structures and appurtenances. Each Owner benefitted by the Front Yard/Access Easements and Rear Yard Easements shall be solely responsible for all landscaping related thereto and shall keep said areas in a clean, neat and well landscaped condition.

Notwithstanding the above, each Owner shall be solely responsible for maintenance and repair to his home and to the walls of his home.

No improvements may be built upon the Front Yard/Driveway Easements or Rear Yard Easements unless the same have been approved by the Architectural Committee.

In addition to the requirement of Architectural Committee approval, after improvements have been constructed by Declarant, any Owner wishing to modify the color, composition of building materials, location, or structure of his dwelling unit wall lying immediately adjacent to a Rear Yard Easement benefitting an adjacent Owner, shall first obtain the written consent of the adjacent Owner benefitted by the Rear Yard Easement. This requirement shall not apply to any changes being made by Declarant, nor shall it apply to changes to patio yard walls which are approved by the Architectural Committee.

The Owner benefitted by Rear Yard Easements shall not attach any equipment or fixtures to said walls, other than plants or vines which do not destroy the integrity of the wall or pose an unsightly appearance or threaten its strength, durability or lasting life. Further, the Owner benefitted by a Rear Yard Easement shall not water his yard or plants to the extent that the foundation of adjacent walls will be undermined.

Each Owner, by acceptance of a deed, acknowledges the provisions of these covenants and further acknowledges that due to the placement of homes on particular Lots, the shape and terrain of certain Lots, the configuration of

streets, and other factors, the precise dividing line between the Front Yard/Access Easements and Rear Yard Easements shown on Diagrams 1 through 4 attached hereto may of necessity fluctuate several feet in either direction as a result of construction of models by developer. This possible fluctuation is explained by the overlapping of the easements shown on the plat. Regardless of such fluctuation, the easements intended hereby shall apply to the fullest extent, and the precise location of Rear Yard Easements and Front Yard/Access Easements shall be determined by the Declarant's final construction of improvements.

Any incidental deviation in the location of the Front Yard/Access Easements and Rear Yard Easements from the locations shown on Diagrams 1 through 4 which was caused in the course of original construction by the Declarant shall be deemed valid, and the Owner of the constructed improvements shall be deemed to have a permanent and valid easement of encroachment.

The provisions of this Section 7, Article IV, requiring architectural approval or concerning consent of adjacent owners, shall not apply to Declarant's construction or alteration of improvements, and no approvals or consents called for herein shall apply to Declarant's construction, alterations, or modifications of improvements.

Declarant may elect instead of constructing dwelling units 5 feet or more from the property lines, as shown by the Diagrams above, to build Dwelling Units directly on the lot lines as "zero lot line" homes. If homes are built by Declarant having walls directly on the lot lines dividing adjacent lots, then the Front Yard/Driveway and Rear Yard Easements described above shall be deemed abandoned as to those lots. Each Owner of any zero lot line home constructed shall have an easement for incidental roof and yard drainage over the Lot immediately adjacent to the common wall of the Dwelling Unit. The easement shall be limited to 5 feet in width.

B. Provisions applicable to Lots 3 through 9 and 21 through 41--zero lot line dwellings and adjoining front yard walls.

Lots 3 through 9 and 21 through 41 are presently planned for dwellings having an exterior wall parallel to and on or immediately adjacent to one side property line of the Lot (within 12 inches). These Lots are known as "Zero Lot Line lots" and the wall of each Dwelling Unit lying on or immediately adjacent to the property line (within 12 inches) shall be a party wall as provided in Article XV hereof.

As shown on Diagram 5 hereto, each Zero Lot Line Lot may have a wall built which attaches the dwelling on said Lot to the party wall of the dwelling on the adjacent

Lot. This adjoining wall is referred to as the Adjoining Front Yard Wall.

There is hereby created a perpetual easement over each of Lots 3 through 9 and 21 through 41 for the attachment of the Adjoining Front Yard Wall to the party wall along the side lot line. The easement shall be solely for attachment of such wall and any necessary bearing and reinforcing materials and related structures installed by Declarant, and no alterations may be made, except by Declarant or by the Owner of the Lot predominantly benefitted by the Adjoining Front Yard Wall with the express written approval of the Architectural Committee.

C. Provisions applicable to Lots 1 and 2, 16 through 20, and 80 through 92--single family detached dwellings.

Lots 1 and 2, 16 through 20, and 80 through 92 are presently planned for single family detached structures with patio walls enclosing rear yards. The dividing property line between each Lot may have a common patio wall which will be considered a party wall pursuant to Article XV hereof.

D. Provisions applicable to all lots.

The Owner of each Lot is granted an easement across adjacent Lots for purposes of accomplishing regular maintenance and repair of structures and improvements,

including party walls. Each Owner, however, shall be solely responsible for maintenance of that Owner's landscaping and shall keep the landscaping and yard areas in a neat, clean and well maintained condition.

All walls, whether party walls or bearing walls of a Dwelling Unit which are on or immediately adjacent to a property line between two Lots or on or immediately adjacent to Rear Yard Easements or Front Yard/Access Easements shall be considered party walls pursuant to Article XV hereof. No Owner shall take any action which may destroy the integrity of the wall or pose an unsightly appearance or threaten its strength, durability, or lasting life. Without limitation, no Owner shall place any plants or shrubs close to the wall in a fashion that watering of yards or plants will threaten the foundation of the adjacent walls or cause the foundations to be undermined.

E. Easements over Common Areas.

In addition to all other rights and easements herein provided, a perpetual easement for ingress and egress is reserved and granted across Common Area C in favor of Declarant and Fairfield Green Valley, Inc., as well as their successors and assigns, guests and invitees, who purchase residential subdivision lots from within the land described in Exhibit A hereto and referred to in Article XVI hereof as the "Annexation Land," as such

Annexation Land may later be subdivided. Said easement shall exist whether or not the Annexation Land is annexed under the purview of this Declaration as provided in Article XVI hereof. If said land is not annexed, all Owners of all or any part thereof shall nevertheless, and without payment of any assessment or fee, enjoy said perpetual rights of ingress and egress.

F. Association easement for maintenance.

As shown on the Plat, Lots 1 and 2, 16 through 20, and 80 through 92 contain an area designated for Association easement and maintenance. Such areas, located within the boundaries of said Lots, shall be maintained by the Association for purposes of drainage control, slope maintenance, landscaping, and limited vehicular parking as provided on the Plat.

The cost of such maintenance shall be borne by the Association and included in the Association's annual budget for expenses and assessments, and also included in the Association's policies of liability insurance.

ARTICLE V

THE ASSOCIATION

SECTION 1: Responsibilities of the Association.

The Association shall be responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, management and operation of the Common

Areas. The Association shall, to the extent applicable, be responsible for:

(a) the maintenance of the common streets, roads, and sidewalks (if applicable) located within the Common Areas and entry way features and landscaping leading into the Properties, including decorative structures, walls, etc.;

(b) the maintenance of the landscaped portions of the Common Areas and other areas to be maintained by the Association;

(c) the operation, maintenance (including insurance) and, if necessary, the replacement, restoration or reconstruction of street signs, walls, fences, and other improvements originally constructed by Declarant on the Common Areas;

(d) the payment of real estate taxes, assessments and other charges on those portions of the Common Areas owned by the Association;

(e) the insurance of all improvements which the Association is obligated to maintain against damage by casualty with such companies and with such limits as the Association deems appropriate;

(f) the hiring, firing, supervision and paying of employees and independent contractors, including, but not limited to, watchmen, security personnel to operate the restricted entry system (if any), workmen,

landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;

(g) the maintenance of such liability insurance as the Association deems necessary to protect the Members and the Board of Directors of the Association from liability for conditions existing and events occurring on or about the Common Areas, including, but not limited to, errors and omissions insurance for the Board of Directors of the Association;

(h) the maintenance of workmen's compensation insurance for the employees, if any, of the Association;

(i) the purchase of all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;

(j) the enforcement, in its sole discretion, of the provisions of this Declaration, including, but not limited to, the Use Restrictions provided for in Article XIII hereof;

(k) the establishment and maintenance of such cash reserves as the Association in its sole discretion deems reasonably necessary for the maintenance and repair of the improvements for which it is responsible and for unforeseen contingencies;

(l) the provision of payment for all utility services for Common Area facilities; and

(m) the entering into of such agreements and the

taking of such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and the operation and maintenance of the Common Areas and facilities located thereon.

SECTION 2: By-Laws and Articles of Incorporation. The manner in which the Association carries out its responsibilities shall be controlled by the provisions of its Bylaws, its Articles of Incorporation and the provisions hereof. The provisions of this Declaration shall control in the event of a conflict.

SECTION 3: Transition. At such time as Declarant relinquishes to the Members other than Declarant the operation of the Association, which may or may not be at the same time Declarant relinquishes its voting rights as provided in Article VII, Section 2 hereof, Declarant shall deliver to the Association's Board of Directors at the Association's offices, all corporate and accounting books and records and a written notice that Declarant intends to turn over control of the Association. Within thirty (30) days of receipt of the corporate books, accounting records and written notice of Declarant's intent to turn over the operations of the Association, the Members shall notify Declarant in writing of any claims or disputes with regard to the operations of the Association by the Declarant, including the construction and maintenance of any streets, roads, sidewalks, street

signs, walls, fences, landscape or any other improvements in the Common Areas originally constructed by Declarant or the collection of assessments, or shall by their failure to so notify Declarant, forever waive and relinquish any such claims or disputes with the Declarant. Any valid and timely written claims or disputes presented to the Declarant shall be resolved promptly between the Members and the Declarant.

SECTION 4: At no time shall the Association block, or close, or cause or allow to be blocked or closed, for an extended period of time or for any reason other than the making of repairs or improvements thereto or lying beneath the same, any private street, road or way within the Properties.

ARTICLE VI

MEMBERSHIP

Every person who is an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Only persons who own Lots under recorded instruments, including deeds and contracts for sale, shall be members of the Association.

ARTICLE VII

VOTING RIGHTS

SECTION 1: Allocation of Votes. Except as provided in Section 2 below, all Members, including Declarant, shall be entitled to vote upon matters of concern to the Association. Each Member shall be entitled to exercise one (1) vote for each Lot owned by that Member, and shall be entitled to exercise but one (1) vote for each Lot, whether the same is owned by one (1) or more than one person, by a husband or wife, by joint tenants, or in any other form of ownership. In the event that a Lot is owned by more than one person, the co-Owners shall agree among themselves upon the disposition of the vote allocated to that Lot, and if they cannot agree, the vote shall be prorated among them.

SECTION 2: Declarant's Reserved Voting Rights -- Exclusive Voting. Notwithstanding the provisions of Section 1 of this Article, no Member, other than Declarant, shall be entitled to vote on any matter of concern to the Association until all the Lots as designated on the Plat, and until Lots annexed under the purview hereof pursuant to Article XVI (if such land or any part thereof is annexed), have been sold and conveyed to persons other than Declarant or until such earlier time as Declarant shall notify the Association, in writing, that Declarant has waived its exclusive voting rights

under this Section.

ARTICLE VIII

ASSESSMENTS

SECTION 1: Power to Levy Assessments. The Association, through its Board of Directors, shall have the power to levy regular annual assessments and such special assessments as shall be determined thereby, and to determine the amount thereof, the date upon which payment of said regular and special assessments shall be made and to collect delinquent assessments by action of law, or otherwise, from the Owners.

SECTION 2: Effect of Nonpayment of Assessments; Remedies of Association. Payment of said regular and special assessments shall become delinquent ten (10) days after the due date. All delinquent assessments shall be a lien on the Lot of the Owner who fails to pay them and shall bear interest from the date of default until paid at the rate of two percent (2%) per annum above the prime rate of interest customarily charged by Security Pacific Bank-Arizona for short-term loans to its most creditworthy customers as of the date of default or judgment, whichever interest rate is higher, payable from the date of default, until such delinquent assessment is paid. The obligation of every Owner to pay assessments levied by the Association is absolute and shall not be affected by any

claim the Owner may have, or believes he has, against any other person, including Declarant or the Association, nor shall such obligation be affected by any irregularity in the manner or timing in which notice of assessment is given. Moreover, the sale of a Lot encumbered by the lien of a delinquent assessment property shall not relieve the Owner thereof from the obligation to pay the prorata share of annual dues and assessments for any portion of a year which he owned said Lot and such Owner personally shall remain jointly and severally liable for such delinquent assessments as with any subsequent Owner.

The lien against any Lot may be foreclosed in the same manner as a Mortgage, and each Owner consents to the recording by the Association of a Notice and Claim of Lien in the event of any assessment remaining delinquent ten (10) days after the due date. Said Notice and Claim of Lien may be described by a different title, but shall be recorded in the office of the Pima County Recorder and may set forth the amount of the delinquent assessment and any other matter deemed appropriate by the Association.

SECTION 3: Subordination of Lien to Mortgages.

Any lien upon a Lot for delinquent assessments shall be subject and subordinate to a recorded first realty Mortgage upon any of said Lots made in good faith and for value, and which is for the construction of improvements on the Properties, whether now existing or made and

recorded at any time hereafter. Should a Mortgagee of a prior Mortgage of record, or any assignee of a Mortgagee, obtain title to any Lot as a result of a foreclosure of a Mortgage encumbering title thereto, such acquirer of title, his successors or assigns, including any purchaser at a sheriff's sale commenced pursuant to said foreclosure, shall not be liable for assessments by the Association chargeable to such Lot which assessment became due prior to acquisition of title to such Lot by such acquirer; rather, the Owner in default shall remain so liable. After acquisition of title, such acquirer shall pay the share of assessments chargeable to the Lot title to which he has acquired.

SECTION 4: Attorneys' Fees. In the event it shall become necessary for the Association to employ attorneys to collect a delinquent assessment, whether by foreclosure of the lien created herein or otherwise, the delinquent Owner shall pay, in addition to the assessment and interest accrued thereon, such reasonable attorneys' fees and all other costs and expenses incurred by the Association as a result of such delinquency.

SECTION 5: Annual Assessment. The Directors shall, in accordance with the Association's estimated expenses and budget each year, and in accordance with Section 8 below, determine assessments whereby each Owner shall ; to the Association within ten (10) days from the

receipt of notice of assessment and invoice, a sum equal to that owner's estimated pro rata share for that Owner of Association costs and expenses to be incurred in the performance of its obligations. These expenses include, but are not limited to, the cost of all water used thereon, the cost of gas, electricity and other utilities serving the Common Areas, all property taxes assessed, landscaping and maintenance costs related thereto, and the Association's legal and accounting costs, expenses of repair and cleaning, management fees due to outside management personnel or incurred by reason of services rendered in management of the Properties, expenses for the charges of a fire company, insurance premiums, reserve accounts, if established by the Board of Directors of the Association, for repairs and maintenance, and for other necessary expenses. Each Owner's pro rata share of such expenses shall be determined by dividing the number of Lots he owns by the total number of Lots less any Lots owned by the Declarant.

The budget, as well as assessments, may take into account services offered or performed by the Declarant, if any, including any discretionary monetary contributions, which Declarant may furnish to the Association to help defray costs and expenses. Declarant shall not be obligated to offer or perform such services nor to make any monetary contributions.

SECTION 6: Owners Not Exempt. The nonuse of or failure to occupy a Lot shall not exempt the Owner thereof from payment of all assessments properly levied against that Lot, and the Owner thereof shall be liable for the same as long as said Owner shall own a Lot.

SECTION 7: Joint and Several Liability. Upon the voluntary conveyance of a Lot, the selling Owner and his buyer shall be and remain jointly and severally liable for the payment of all assessments levied against the Lot prior to the closing of said sale and unpaid at the time of the conveyance, subject to the provisions of this Article.

SECTION 8: Amount of Assessment. The Board of Directors of the Association shall each year estimate the cost of managing, maintaining, operating and repairing any and all properties owned by the Association and the cost of such other activities and undertakings as are consonant with the purposes of the Association for the ensuing fiscal year. The assessment to be charged to each Owner for the Association's fiscal year shall be the amount established by the Board of Directors of the Association and they shall determine the time and frequency that said assessments are to be paid for each fiscal year.

SECTION 9: Special Assessments. The Board of Directors of the Association shall determine and levy special assessments, in the same manner as set forth

above, in the event that unexpected hazards or expenses require repair or replacement of facilities in or on the Common Areas and the funds in the Association obtained through the regular assessments should be insufficient therefor.

SECTION 10: Lots owned by Declarant and Developer. Notwithstanding any provisions of this Article, neither Declarant nor the developer of the Properties, Fairfield Green Valley, Inc., shall have any obligation to pay assessments to either the Association or to Green Valley Recreation, Inc for any Lots it owns. This exemption applies both to assessments by the Association and by Green Valley Recreation, Inc. Declarant may, but is not obligated to, contribute funds to the Association or undertake to defray the cost of maintaining and repairing the Common Areas or facilities located thereon while the Properties are in the development stages and during the sale and disposition thereof.

ARTICLE IX

MORTGAGEE'S PROTECTION PROVISIONS

SECTION 1: Definition. Notwithstanding and prevailing over any other provisions of this Declaration, or the Articles of Incorporation or the Bylaws of the Association, the following terms and provisions shall apply solely to and benefit only each First Mortgagee

holding a Mortgage interest in any Lot.

The term "First Mortgagees" as used for purposes of this Article IX shall mean any holder of a First Mortgage, except in the case of necessary notices or consents as specified below, it shall mean only those holders of First Mortgages who have requested in writing of the Association that they be notified of proposed actions requiring notice to or approval of such First Mortgagees as set forth below.

SECTION 2: No Personal Liability. No First Mortgagee shall in any instance or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, Article, or Bylaw, except for those matters which are enforceable by injunctive or other equitable actions not requiring the payment of money and except as hereinafter provided.

SECTION 3: Trustee's Sale and Foreclosure. During the pendency of any trustee's sale or with respect to any proceeding to foreclose a paramount or first position Mortgage, including any period of redemption, the First Mortgagee (or receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the Owner of the mortgaged Lot including, but not limited to, the right, if any, to vote as a Member of the Association to the exclusion of the Owner's

exercise of such rights and privileges.

SECTION 4: Obligation to Pay Assessments. At such time as a First Mortgagee shall become record Owner of a Lot, said First Mortgagee shall be subject to all of the terms and conditions of this Declaration, including, but not limited to, the obligation to pay as and when due any and all assessments and charges accruing thereafter and assessable against the Lot acquired, in the same manner as any Owner.

SECTION 5: Title Acquired Through Foreclosure or Default. The First Mortgagee, or any other party acquiring title to a Lot through foreclosure suit or through any equivalent proceeding arising from the default under a First Mortgage, including, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title to the Lot acquired thereby, free and clear of any lien authorized by or arising out of any of the provisions of this Declaration or the Bylaws of the Association and which lien secured the payment of any assessment for charges accrued prior to the final conclusion of any such foreclosure suit or equivalent proceeding, including the expiration date of any period of redemption. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting Owner of the Lot to the Association, and the Board of Directors of the Association may use reasonable efforts to collect the same

from the Owner regardless of whether said Owner is or is not a Member of the Association. There shall be a lien upon the interest of the First Mortgagee or other party acquiring title to a Lot by foreclosure or by equivalent procedure for all assessments authorized by this Declaration or by the Bylaws of the Association which accrue and are assessed after the date the First Mortgagee or other acquirer has acquired title to the Lot free and clear of any right of redemption.

SECTION 6: Right to Pay Charges in Default.

First Mortgagees are hereby granted the right but shall not be obligated to jointly or severally pay such taxes or other charges as are in default and which may or have become a charge against any Common Areas owned by the Association, and such First Mortgagees may, jointly or severally, pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Areas, and any First Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

SECTION 7: Precedence of First Mortgage.

Nothing in this Declaration shall in any manner be deemed to give an Owner, or any other party, priority over any rights of a First Mortgagee under the terms of such First Mortgagee's Mortgage in the case of a distribution to an Owner of insurance proceeds or condemnation awards for

losses or to a taking of any Dwelling Unit or any part of the Common Areas owned by the Association. Each First Mortgagee shall be entitled to timely written notice of such loss or taking.

SECTION 8: Written Notification of Default.

Each First Mortgagee shall, upon written request to the Association, be entitled to a written notification from the Association of any default in the performance by the Owner of a Lot encumbered by the Mortgage in favor of such First Mortgagee under any obligation provided for herein or under the Articles of Incorporation, Bylaws, or Rules of the Association and which default is not cured within sixty (60) days.

SECTION 9: Inspection of Books and Records.

Each First Mortgagee shall, upon written request to the Association, be entitled to: (a) inspect the books and records of the Association during normal business hours; (b) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (c) receive written notice of all meetings of the Association, and designate a representative to attend such meetings.

SECTION 10: Notice. Each First Mortgagee shall, upon written request to the Association, be entitled to written notice from the Association at least thirty (30) days prior to: (a) abandonment or termination of the

Association; (b) any material amendment to the Declaration, Articles or Bylaws; and (c) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Association.

ARTICLE X

INSURANCE OF COMMON AREAS

SECTION 1: Scope of Coverage. After Declarant has relinquished its exclusive voting rights and control of the Association, the Association shall secure policies of insurance and shall maintain the same so that a policy is in force at all times providing, to the extent that the same is available at reasonable cost, liability insurance coverage for the Common Areas and all insurable facilities and improvements thereon in an amount of a minimum of One Million (\$1,000,000.00) Dollars coverage insuring against liability for bodily injury and property damage resulting from the use of the Common Areas or the maintenance or operation thereof and any liability arising from a contract of employment between the Association and another person or entity. The Association shall also secure fire and extended coverage, together with a standard "all risk" endorsement and, to the extent the same can be obtained, "agreed amount" and "inflation guard" endorsements, and any construction code endorsements required under law,

which coverage shall be in an amount to be determined by the Board of Directors of the Association, but in no event less than 100% of the current replacement value of Common Areas and facilities so that same will adequately and properly insure all structures, equipment and improvements on the Common Areas. The cost of such insurance shall be paid by the Association. The Association shall have authority to negotiate with the insurance carrier and to adjust losses, make settlements and give releases to the insurance carrier. Each policy of insurance provided for under this Section 1 shall recite that the same may not be cancelled or benefits hereunder be alterable without ten (10) days notice in writing to the Association.

Until Declarant has relinquished control of the Association, Declarant may insure the Association and Common Areas pursuant to Declarant's own insurance practices and standards, including its master insurance coverage for Declarant's properties statewide.

SECTION 2: Repair and Replacement of Damaged and Destroyed Property. In the event of damage to or the destruction by fire or other casualty of Common Areas facilities or improvements covered by the described insurance policies, the Board of Directors of the Association shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to as good a condition as formerly existed;

provided, however, that in the event that the proceeds of such insurance shall be insufficient to substantially restore or repair the damaged or destroyed facilities, the Board of Directors of the Association shall poll the Members, and upon the election of 67% or more of the total votes of the Members, including the votes of the Declarant, may specially assess the Owners for the difference between the sum received as insurance proceeds and the reasonable cost of repair or replacement of the damaged or destroyed Common Area facilities. In the event that less than 67% of the Members shall consent to such special assessment of the Owners, no such assessment shall be made and the Board of Directors of the Association may determine to only partially restore or replace the damaged or destroyed facilities or to make some other use of the affected Common Area(s).

SECTION 3: Owner's Responsibilities. The Association shall in no event be required to replace or restore real or personal property located upon any Lot, and the insurance of Lots and improvements thereon against any and all hazards shall be the sole responsibility of the Owners thereof. In the event of damage to an improvement on a Lot, the Owner thereof shall repair or rebuild the improvement to the same standard and specifications of the original improvement, unless otherwise permitted by the Architectural Committee.

SECTION 4: Mortgagee's Insurance. Notwithstanding any provision of this Declaration to the contrary, in the event any improvement constructed on the Common Areas is the subject of a Mortgage, then each policy of insurance procured pursuant to Section 1 of this Article shall contain or have attached thereto a standard mortgagee or beneficiary coinsurance and loss payable clause which provides that all proceeds paid thereunder shall be paid to the Association for the use and benefit of all Mortgagees under Mortgages encumbering any such improvements, as their interest may appear, and such policy or policies shall further provide that the insurance carrier issuing the same shall notify each First Mortgagee identified as such to such carrier at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy. Such policy or policies shall further provide that the interest of each Mortgagee holding a Mortgage encumbering any such improvements in insurance proceeds shall not be invalidated by any action, neglect or inaction of the Board of Directors of the Association, Owners or their tenants or agents. Such policy or policies shall further provide for waiver by the insurer of any policy provisions which would render the mortgagee or beneficiary clause invalid by reason of the failure of such mortgagee or beneficiary to notify the insurer of any hazardous use of

such improvements and any policy requirement that the mortgagee or beneficiary pay the premium thereof.

ARTICLE XI

OWNER'S RESPONSIBILITIES

SECTION 1: Scope of Responsibilities. Each Owner shall be responsible for all costs and expenses relating to the maintenance, repair, upkeep, taxation and assessment of his Lot(s) and any improvements thereon, including but not limited to, the payment of utility costs, ad valorem taxes, roof maintenance and repair, maintenance and repair of building exteriors, fences and walls, upkeep of trees, shrubs, grass, walks and other exterior portions of and structures on his Lot, unless otherwise provided herein. All exterior repairs shall be made in conformance with the original architectural design and style of the structure being repaired.

SECTION 2: Conformity to Use Restrictions. Each Owner shall be responsible for assuring that all construction, alteration, modification or addition to buildings, walls, fences, copings, roads, driveways, or other structures on his Lot conform to the Use Restrictions of Article XIII herein. If an Owner fails or refuses to remove or repair any nonconforming structure, the Association may, in its sole discretion, remove or repair the nonconforming structure, and the cost of

removal or repair shall be added to and become part of the assessment to which the Owner of the nonconforming Lot is subject, and shall be collected in like manner as delinquent assessments.

ARTICLE XII

ARCHITECTURAL COMMITTEE

SECTION 1: Composition of Committee. There is hereby established an Architectural Committee which Architectural Committee shall act in accordance with this Article XII. The Architectural Committee shall be composed of a minimum of three (3) members appointed by the Declarant until such time as the Declarant relinquishes control of the Association or all of the Lots have been sold and conveyed to persons other than Declarant, after which time such appointments shall be made by the Board of Directors of the Association. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this Article XII. Designated representatives of the Architectural Committee shall be entitled to such compensation as may be determined by the Board of Directors, payable as an expense of the Association.

SECTION 2: Review by Committee. All architectural matters within the Properties shall be subject to the discretionary review of the Architectural

Committee, except as otherwise provided herein. The Architectural Committee shall have the exclusive right, exercisable in its sole discretion, to promulgate and amend written rules and regulations concerning the construction, alteration, repair, modification or addition of any exterior building, wall, fence, coping, drive, or similar structure, and all plans, specifications and plot plans related thereto shall be subject to the approval of the Architectural Committee. Such rules and regulations shall be in the sole discretion of the Architectural Committee provided that the same shall not be in conflict with any provisions in this Declaration. All decisions of such Architectural Committee are final.

SECTION 3: Procedures. Prior to the construction of any improvement upon a Lot, whether such improvement be initial improvements or later alterations, modifications or other changes, all Owners shall be required to obtain the written approval of the Architectural Committee which approval may be given in the sole discretion of the Architectural Committee. The Owner shall submit to the Architectural Committee two (2) complete sets of plans for the proposed improvements, specifications (including exterior color schemes) and plot plans which shall include the location of all major structures. Approval of the plans and specifications shall be evidenced, if at all, by the written endorsement

of the Architectural Committee made on the plans and specifications. One (1) set of the endorsed plans shall be returned to the Owner of the Lot proposed to be improved prior to the beginning of any construction. One (1) set of plans and specifications shall be retained by the Architectural Committee. No changes or deviations in or from the plans and specifications, insofar as the exterior of the proposed improvements are concerned, shall be made without the written approval of the Architectural Committee. After construction is completed, no further change, including any change of exterior color, shall be made without the written permission of the Architectural Committee.

For purposes of this Article, architecture and improvements shall be deemed to include, but not limited to, buildings, fixtures, radio antennae, television antennae, satellite stations or dishes, walls, fences, copings, awnings, sunshades, flagpoles, or any similar structures and any landscaping and any and all other related matters. Structures and improvements erected and constructed by the developer, Fairfield Green Valley, Inc., or any other agent of Declarant, shall not be subject to the provisions of this Article.

SECTION 4: Alterations and Modifications-
Discretion of Architectural Committee. In reviewing plans for alterations, modifications, additions or other changes

to a structure upon a Lot, the Architectural Committee shall exercise its discretion in deciding whether or not an alteration or modification is in harmony with the overall scheme of subdivision development. The Architectural Committee shall have the right to deny alterations or modifications for purely aesthetic reasons if the Architectural Committee considers the alteration or modification to be unattractive in relation to the overall scheme of development, or if the Committee considers the alteration or modification to be a nuisance or upset of design, or if the Architectural Committee considers the alteration or modification to be in contrast to or out of harmony with the style of existing structures, or if the physical views of the Properties will be disrupted by the alteration or modification. The Architectural Committee may elicit the opinion of other Owners, including the neighbors of the Owner submitting the plan for alteration or modification, as to the conformity and harmony of the proposed plan with the overall scheme of development, and the effect that the proposed plan might have on the physical views of other Owners. After eliciting these opinions, the Architectural Committee may, but need not, take them into account in making its final decision of approval or disapproval of an alteration or modification to an existing structure. While the opinion of no single Lot Owner will control a decision of the Architectural

Committee, within its own discretion, the Architectural Committee may, but need not, attach whatever significance it deems sufficient to the statements of residents and/or neighbors of the resident submitting the proposed alteration or modifications to an existing structure.

SECTION 5: Minimum Criteria for Plans. All plans must meet the following minimum criteria and such further criteria as the Architectural Committee promulgates:

(a) The plans shall be in accordance with the provisions of this Declaration and written rules and regulations of the Architectural Committee, and shall not involve material changes to models designed or built by Declarant without specific waiver of this subsection by the Architectural Committee, such waiver being at the absolute discretion of the Architectural Committee (provided, however, that Declarant may change its models at any time);

(b) The plans shall be in sufficient detail to permit the Architectural Committee to make their determination; and

(c) The plans shall be complete and ready for submittal to obtain a building permit from Pima County or other competent jurisdiction.

The Architectural Committee shall review and shall either approve or disapprove said plans and

specifications within thirty (30) days from receipt thereof. Any plans not so approved or disapproved shall be deemed approved, and the provisions of this section shall be deemed waived.

SECTION 6: Fees. The Association may charge each applicant for architectural approval a fee which shall be paid to the Architectural Committee or its designated representative. The fee shall not exceed two percent (2%) of the estimated cost of the improvements for which approval is sought.

SECTION 7: No Responsibility for Defects. Neither Declarant, the Association nor the Architectural Committee shall be responsible in any way for any defects in any plans or specifications submitted in accordance with the foregoing, nor for any structural defects in any buildings or structures erected according to such plans or specifications.

SECTION 8: Approval for Declarant Not Required. Notwithstanding any other provisions of this Declaration, Declarant shall not be responsible to submit any plans or seek approval for structures, improvements or alterations the Declarant or its agents shall undertake on the Properties.

Declarant is neither bound nor obligated to build any particular style of dwelling on any Lot. Declarant at its discretion may, at any time (and from time to time),

alter floor plans, architectural style, and other matters, including composition of building materials.

SECTION 9: Conflict of Interest. In the event a conflict of interest arises wherein a member of the Architectural Committee wishes to alter, remodel, and/or add to his existing structure, a substitute member shall be appointed by the Board of Directors to the Architectural Committee to, in conjunction with the remaining two (2) members of the Committee, approve or disapprove said plans and specifications. This subsection shall not apply to Declarant, and neither Declarant nor its employees shall be disqualified from performing functions of the Architectural Committee or from being members thereof.

ARTICLE XIII

USE RESTRICTIONS

SECTION 1: Land Use and Building Type. No improvement or structure whatever, other than a first-class private dwelling house, patio walls, swimming pool and customary outbuildings, garage or carport, may be erected, placed or maintained on any Lot. First-class materials and workmanship are required.

SECTION 2: Conformity to Building Codes. All structural and design work shall be accomplished in accordance with the Uniform Building Code as adopted by

the County of Pima or other competent jurisdiction. Electrical and mechanical work shall conform to all applicable local and national codes. All buildings, fences, ledges, improvements or appurtenances or other structures of any nature shall be in compliance with the setback requirements of the County of Pima or other competent jurisdiction, including but not limited to, the front, side and rear setbacks; the same must be approved by the Architectural Committee before the commencement of any construction.

SECTION 3: Fences, Walls and Hedges. No fence or wall may exceed six (6) feet in height, without approval of the Architectural Committee. Any planting used to form a hedge will be subject to the same setback and height requirements as applied to a fence or wall. In determining the height of a wall or other such item, the natural ground level shall be used. Bare concrete walls and chain link fences are prohibited.

SECTION 4: Screening. Mechanical and electrical equipment to be installed by an Owner, other than Declarant in the original construction, shall, within reason, be concealed from the view of any adjoining street front or Lot. Included within this restriction are air conditioning, evaporative coolers and pool pump or heating equipment. No such equipment shall be permitted to remain exposed at the side or rear of any Lot unless reasonably

concealed by planting or fence.

Notwithstanding the above, equipment or other improvements originally installed by Declarant, or later replaced or repaired, shall be acceptable without the necessity of screening.

SECTION 5: Materials. Patio walls and other additions and modifications shall be constructed of the same materials as used in the construction of the principal residence and original improvements placed on the Lot, unless waived in writing by the Architectural Committee.

SECTION 6: Lights. All exterior lights must be located and maintained so as not to be directed toward or interfere with surrounding Properties or the Common Areas, including streets.

SECTION 7: No Business Use. No business use shall be made of any Lot, and no building or structure intended for or adapted to business purpose, and no apartment house, duplex, lodging house, rooming house, hospital, sanitarium or doctor's office, multiple family dwelling or other similar structure or use shall be erected, placed, permitted or maintained on Properties on any part thereof. No room or rooms in any residence on said Lots shall be rented or leased, provided that nothing in this Section shall be construed as preventing the renting or leasing of an entire Lot, together with its

improvements. However, no Lot may be rented for a hotel or transient purpose, which shall be construed to mean for a period of less than thirty (30) days, nor shall any lot be rented to other than a family as defined by the Pima County Zoning Code.

SECTION 8: Mobile Homes, Temporary Structures, etc. No mobile home, manufactured or prefabricated home shall be permitted or placed upon any Lot or anywhere else in the Properties. No temporary house, house trailer, motorhome, tent, garage, camper, boat or outbuilding of any kind shall be placed or erected upon any part of the Properties for use as living quarters. No residence placed or erected on any Lot shall be occupied in any manner at anytime prior to its being completed in accordance with approved plans, as hereinafter provided, nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions set forth herein; provided that, during the actual construction or alteration of a building or buildings on any Lot, necessary temporary buildings for storage of materials and equipment may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any building on any part of the Properties shall be prosecuted diligently from the commencement thereof until the completion thereof.

SECTION 9: Other Buildings. No garage or other building or structure shall be erected, placed or maintained on any Lot until the construction and completion of the principal residence thereon, except that the necessary outbuildings, garage or other structures relating to the principal residence may be simultaneously constructed, and nothing herein shall be construed to prevent the incorporation and construction of a garage in and as part of such residence. The Architectural Committee may require that any garages and other accessory buildings be incorporated as a part of and attached to the Dwelling Unit, in a manner approved by the Architectural Committee rather than located apart from the Dwelling Unit.

SECTION 10: Architectural Committee Approval. No building of any nature shall be constructed or removed from within or without the Properties to any Lot within the Properties without the consent of the Architectural Committee, and in the event a building shall be so placed from without on any Lot, said building shall comply in all respects with each and every provision of this Declaration relating thereto.

SECTION 11: Rubbish. No Lot shall be used in whole or part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious otherwise. No

obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No container shall be kept at anytime in view of an adjacent street.

SECTION 12: Resubdivisions. No Lot or Lots shall be resubdivided, except for the purpose of combining the resubdivided portions with another adjoining Lot or Lots, provided that no additional Lot is created thereby. This Section shall not prohibit the combining of Lots, nor shall it apply to resubdivisions by the Declarant.

SECTION 13: Noise. No Owner shall engage in any activity or permit any activity to occur on the Properties which shall result in unusual, loud or obtrusive noise or sounds.

SECTION 14: Shrubs, Trees and Grasses. No shrubs, trees or obstructions of any kind shall be placed on corner Lots in such places as to cause a traffic hazard. Bermuda grass, except that of a variety recognized to be pollen free and approved in writing by the Declarant, shall not be grown on any Lot. All trees and other vegetation planted in the Lot shall be kept

trimmed to a height which will not materially interfere with views from neighboring building sites. The Architectural Committee may forbid the planting or maintenance of certain plants, trees and shrubs or restrict the propagation of such plants, trees and shrubs to native or indigenous species.

SECTION 15: Vehicle Parking and Storage. All Owners and guests and invitees shall park any and all motorized or nonmotorized vehicles in off-road parking spaces shown on approved plans. Parking spaces shall include the paved driveways in each Lot and any additional parking spaces, if any, as set forth in the Plat but shall not include other Common Areas not so designated. Additional parking spots, if any, may be designated from time to time by the Board of Directors of the Association. Notwithstanding the above provision, Owners and their guests and invitees may park in front of a Lot for purposes of loading and/or unloading personal belongings from a motorized or nonmotorized vehicle if the time in which the vehicle is parked in any nondesignated space is less than one and one-half (1-1/2) hours in any twenty-four (24) hour period. Parking and/or storing of recreational vehicles (including, but not limited to, motorhomes, vans, campers, trailers and boats) is prohibited on all portions of the Properties, except within the confines of either a standard-sized carport or

a standard-sized garage, as approved by the Architectural Committee or on the parking area of an Owner's Lot or in any designated common parking areas within the subdivision for a period of not more than 72 hours in any seven-day period and not more than 144 hours in any thirty-day period, for the purposes of loading, unloading, or, for providing parking for guests of the Owner who may be driving or pulling one of these recreational vehicles. The use and/or occupancy of a recreational vehicle (including, but not limited to, a motorhome, van, camper, trailer, or boat) as living quarters on either a temporary or permanent basis is strictly prohibited on any portion of the Properties.

SECTION 16: Inoperable Vehicles and Commercial Vehicles. No inoperable, junk, or wrecked vehicles shall be placed on or stored on any Lot or Common Areas, nor shall any commercial, construction, or like vehicles (except those of the Declarant or its agents) be placed on or stored on any Lot or Common Areas, except as may be permitted by the Association, in writing, for limited periods of time.

SECTION 17: Drainage-Ways. No structure, planting or other material, except as installed by Declarant, shall be placed or permitted to remain within any drainage-way which may change the direction of flow or which may obstruct or retard the flow of water.

SECTION 18: Native Growth. The natural growth on the Properties shall not be destroyed or removed except by Declarant or as approved in writing by the Architectural Committee. In the event growth is removed, except as stated above, the Architectural Committee may require the replanting or replacement of same; the cost thereof to be borne by the Owner responsible for such removal.

SECTION 19: Antennas and Exterior Additions. No exterior antennas, satellite dish stations, or other devices for the transmission or reception of television or radio signals shall be erected or maintained on any Lot except as initially designed or installed by Declarant or its assigns, without prior written authorization of the Architectural Committee. This provision shall not prohibit Declarant, or its successors or assigns, from maintaining or placing such equipment on or in the Common Areas. Further, no exterior devices or additions, other than initially installed by Declarant or its agents, shall be constructed on the exterior of a Dwelling Unit (including the roof) without the written authorization of the Architectural Committee.

SECTION 20: Signs. No billboards or advertising signs of any character shall be erected or permitted on any Lot or Dwelling Unit. An Owner may erect one (1) portable "open house" sign, which shall be no greater in

size than four (4) square feet, on his Lot during the hours there is a realty representative attending the open house at the Dwelling Unit on the Lot, or while open by the Owners. All such signs must be removed when the Dwelling Unit is not open for public inspection.

Notwithstanding any other provision of this Section, Declarant or its agents shall have the right to place any signs or billboards on the Common Areas or on Lots owned by Declarant for the purpose of advertising and promoting the sales by Declarant or its agents.

SECTION 21: Derricks, Tanks, Heating and Cooling.

(a) No structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of the Properties, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom.

(b) No elevated tanks of any kind shall be erected, placed or permitted upon any part of the Properties, and any tanks for use in connection with any Dwelling Unit on the Properties, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled-in to conceal them from the neighborhood lots, roads or streets.

SECTION 22: Clotheslines. Clotheslines shall be of a retractable type concealed from view of neighboring

Lots and streets.

SECTION 23: Animals. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be bred, raised or kept on the Properties, nor shall dogs, cats or other animals be kept in kennels or similar enclosures on the Properties. This restriction shall not be construed, however, as prohibiting the keeping of ordinary domestic pets as long as such pets are kept confined in the single-family residence and fenced yard. When domestic pets, which are allowed to be kept on the Properties, are taken out of an Owner's Lot, the domestic pet(s) shall be on a leash and the Owner shall be required to pick up immediately any animal feces left on any other Owner's Lot or on the Common Areas.

SECTION 24: Waivers. Any or all of the restrictions of this section are subject to waiver by the Architectural Committee, and any such waiver may apply at the option of the Architectural Committee to fewer than all of the Lots without waiver of such restriction as to any other Lot or Lots.

SECTION 25: Inspection. During reasonable hours, any member of the Board of Directors of the Association, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot within the subdivision (not including the interior of any Dwelling Units erected thereon) for the purpose of

ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

SECTION 26: Exemption of Declarant. Nothing in this Declaration shall limit the right of Declarant or its agents, or the developer, Fairfield Green Valley, Inc. to complete excavation, grading and construction of improvements on any Lot or Common Areas within the Properties, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable so long as any Lot therein remains unsold, or to use any structure in the subdivision as a model home or real estate sales, administrative or leasing office. Declarant need not seek or obtain the approval of the Board of Directors of the Association or Architectural Committee for the installation of any improvements, including landscaping. The rights of Declarant hereunder or elsewhere in these Restrictions may be assigned.

SECTION 27: Written Approval. Prior to the making of any change to the improvements, lawns, trees and plantings located at the entranceway to the subdivision off of Camino del Sol, the Association must first obtain written approval of such change by Declarant.

ARTICLE XIV

MODELS, SALES AND ADMINISTRATIVE OFFICE

The Declarant may designate certain Lots owned by it as "Models" and sales or administrative offices. The Declarant shall have the right to transfer the designation of a "Model" or sales and administrative offices from one Lot to another within the Properties. The Models and sales and administrative offices may be leased or rented by the Declarant. Declarant may use Lots, Models, Dwelling Units, and other buildings as sales offices or administrative offices and may use adjacent or nearby Lots for necessary parking.

ARTICLE XV

PARTY WALLS

SECTION 1: General Rules of Law to Apply. Each wall, whether a patio yard wall or bearing wall of a Dwelling Unit, which is built as a part of the original construction of a building upon the Properties and placed on or immediately adjacent to the dividing line between Lots, or on or immediately adjacent to a Rear Yard Easement or Front Yard/Access Easement (including rear patio walls) shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or

willful acts or omissions shall apply. Each Owner is deemed to acknowledge that some portions or all of the Properties may be developed with structures having common lot lines and common party walls. In many instances, this will be the case for both rear yards and common Dwelling Unit walls. Each owner, therefore, in the case of such a structure, consents to the placement of the walls of the Dwelling Unit on or immediately adjacent to the dividing lines between Lots or along the boundaries of the Rear Yard Easements and Front Yard/Access Easements as set forth herein.

The Adjoining Front Yard Walls on Lots 3 through 9 and 21 through 41 are not party walls, though they adjoin a party wall common to the adjacent Lot.

SECTION 2: Alterations. No Owner may alter the appearance or structure of a party wall (except that landscaping shall not be precluded) without the consent of the Architectural Committee and such Committee may, but need not, deny approval if all Owners having an interest in the party wall have not consented to the alteration. No such approval shall be required of Declarant, and this section shall not apply to improvements constructed, altered or repaired by Declarant.

SECTION 3: Sharing of Repair and Maintenance. The cost of ordinary repair and maintenance of a party wall shall be shared equally by the Owners of the Lots

which are divided by the wall.

SECTION 4: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it and is hereby granted a permanent access easement across adjoining Lot(s) for such restoration. The Owners of the Lots which are divided by the wall shall share equally in the cost of such restoration.

SECTION 5: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of repairing all damage resulting from such exposure.

SECTION 6: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner sharing a party wall under this Article shall be appurtenant to and shall run with the land.

SECTION 7: Arbitration. In the event any dispute arises concerning a party wall, or the provisions of this Article, each party shall choose one (1) arbitrator and the two (2) arbitrators shall choose a third (3rd) arbitrator, and the dispute shall be decided by a majority of all the arbitrators. This section does not apply to Declarant, and Declarant is not required to arbitrate any disputes.

SECTION 8: Private Agreements. Private

agreements between owners may not modify the provisions of this Article.

SECTION 9: Eaves, Steps and Open Porches. For purposes of this Article, eaves, steps and open porches shall not be considered to be part of a Dwelling Unit.

ARTICLE XVI

GENERAL PROVISIONS

SECTION 1: Enforcement. The Association or any Member shall have the right, but not the duty, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. The prevailing party in any Court action shall be awarded reasonable attorney's fees and costs.

SECTION 2: No Waiver. No delay or omission on the part of Declarant, its successors or assigns, the Association or any Member in exercising their right of enforcement hereunder shall be construed as a waiver of any breach of any of the restrictions and covenants herein contained or acquiescence in any breach hereof and no right of action shall accrue against Declarant, its successors or assigns, the Association or any Member for their neglect or refusal to exercise such right of enforcement, nor shall any right of action accrue against Declarant for including herein provisions, conditions,

restrictions or covenants which may be unenforceable.

SECTION 3: Lien of Mortgages. No breach of the provisions, conditions, restrictions or covenants contained within this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith for value as to any portion of the Properties. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of the Properties acquired by any person through foreclosure or by deed in lieu of foreclosure or any breach occurring after such acquisition.

SECTION 4: Severability. Invalidation of any covenant, restriction, provision or term of this Declaration by judgment or court order shall not affect any other covenant, restriction, provision or term hereof which shall remain in full force and effect.

SECTION 5: Amendment. Except as provided elsewhere in this Declaration, the terms hereof may be amended by the Association; provided, however, that any amendments made by the Association shall be approved by at least fifty-one percent (51%) of the total votes held by Owners, and shall be made only by an instrument in writing signed by the President and Secretary of the Association and recorded with the County Recorder of Pima County, Arizona. Until January 1, 2025, each and every amendment hereof made by the Association shall be first submitted to

Declarant for its approval and Declarant shall have the reasonable right to veto any proposed amendment, and upon such veto, such amendment shall be null and void and of no force and effect.

Notwithstanding the above, so long as the Declarant retains its exclusive voting rights and control of the Association hereto, Declarant shall have the right, without any vote or consent whatsoever, to amend this Declaration of its own volition and to make such changes as Declarant shall in its sole discretion deem proper, including changes to Common Areas which are not a violation of local ordinances.

Declarant also reserves the absolute right to amend this Declaration of its own volition, and without the necessity of any vote or consent whatsoever, if such amendment shall, in Declarant's sole and absolute discretion, be deemed necessary to achieve compliance with the regulations of the Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any institutional public or private lending or mortgage assistance company.

SECTION 6: Term. The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all

persons until January 1, 2025, at which time they shall be automatically extended for successive periods of twenty-five (25) years, unless repealed by seventy-five percent (75%) of the votes of Owners, including Declarant.

SECTION 7: Age Restrictions.

a. Declarant intends that the lots described in this Declaration shall have an opportunity to comply with the exemption provisions of the Fair Housing Act Amendments of 1988, Public Law 100-430, 42 U.S.C. § 360I, et. seq., as further interpreted by Rules and Regulations of the Department of Housing and Urban Development promulgated January 23, 1989 at page 3290 which rules and regulations are incorporated herein by reference (the "Exemption"). The Exemption is based, generally, upon a standard that at least one occupant per household be 55 years of age or older. Certain exceptions are made in cases wherein at 80 percent of the dwellings are so occupied.

b. Accordingly, except as provided below, all Lots within the property shall be intended for occupancy by at least one person per household 55 years of age or older.

Notwithstanding the above, the Declarant reserves the exclusive right to sell and convey Lots for occupancy wherein at least one person will be at least 45 years of age or older (but not necessarily 55 years of age or

older), so long as the property shall continue to qualify for the exemption as set forth in the Fair Housing Act Amendment and as explained in 100.304 et. seq. of the rules and regulations promulgated January 23, 1989. Prior to the time that 25 percent of the lots have been sold and first occupied, the ratio of Lots occupied by persons younger than 55 years of age or 55 years of age or older shall not be considered relevant. At such time as at least 25 percent of all Lots within the properties and shown on the plat have been sold and first occupied, however, at least 80 percent of the Lots then occupied shall be occupied by at least one person 55 years of age or older, and as future sales by Declarant occur, then at least 80 percent of all Lots shall continue to be occupied by at least one person per household at least 55 years of age.

Subsequent to initial sales of Lots by Declarant to any member of the consumer public (other than to another builder or developer), all resales of such Lots shall be subject to the 55 years of age requirement, and it shall be a violation of the terms and provisions of this Declaration should any Lot subsequently be sold or resold not then be occupied by at least one person 55 years of age or older per household.

c. In the event that Declarant should exercise its right, as set forth above, to sell and convey

fewer than 20 percent of the Lots for occupancy by at least one person per household 45 years of age or older (but not necessarily 55 years of age or older), then the grantee of the deed to the property affirms, by acceptance of the deed, that the lifestyle of the occupants of the dwelling is believed to be compatible with the mature lifestyle intended throughout the development as a whole.

d. It shall henceforth be the duty and obligation of each record Owner of a Lot, prior to reselling and reconveying the Lot, to ascertain that, after purchase, at least one occupant will be 55 years of age or older, and shall further confirm this fact to the Association; provided, however, that this paragraph (d) shall not apply to Declarant's reserved rights set forth above with regard to the Lots.

e. This Declaration, as it pertains to age restrictions governing the Lots, may only be amended with the written consent of the Declarant, except that after all of the Lots have been sold by the Declarant, it may be amended by a 51 percent vote of the members of the Association as defined in the Declaration and in the same fashion as set forth in the Declaration.

f. Nothing in this Declaration shall be construed to permit occupancy by minors. No minor (any person less than 18 years of age) shall reside on any Lot for more than three months during any 12 month period.

g. The provisions of this Declaration pertaining to age restrictions shall not limit the rights of members of the Association to amend the Declaration as it pertains to those provisions after Declarant has sold all Lots.

h. The occupancy regulations of this section dealing with both minimum age restrictions and the prohibition of minors apply to all occupants, whether Owners or tenants, and to all leases as well as sales.

i. It is understood that ultimate responsibility for compliance with the provisions hereof rests with the Owners, and not the Association. The Association and its officers, directors, agents and employees shall have no liability whatsoever for compliance with the foregoing provisions, it being the duty of each Owner to comply therewith and make appropriate notification to the Association; each Owner acknowledges that the pattern of resales of lots can be difficult to control or predict, and that compliance with the aforementioned laws and with the Exemption depends upon the cooperation of the Owners as a whole.

SECTION 8: Binding Effect. By acceptance of a deed or acquiring any ownership interest in any Lot, each person or entity, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns, binds himself, his 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 amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme to the development of the Properties and hereby evidences his intent that all restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

SECTION 9: Captions. All captions and titles used in this Declaration are intended solely for convenience or reference purposes only and in no way define, limit or describe the true intent and meaning of the provisions hereof.

SECTION 10: No Interest in Golf Course. Every owner acknowledges that neither by acceptance of a deed nor membership in the Association, does such Owner have any interest in any public or private golf course owned by the Declarant or the developer, Fairfield Green Valley, Inc. Any and all rights to use of any public or private

golf course owned by the Declarant, developer or by any affiliate of them shall be governed exclusively by the rules, regulations, membership terms, if any, rates and other restrictions as may be set forth by such golf course owner.

SECTION 11: Annexation. Declarant may, until December 31, 2000, or so long as it owns any Lot in the Properties, whichever is later, annex into the Properties additional property without the consent of the Association, Owners, Members or any First Mortgagee. Such annexation may be from the Annexation Land described in Exhibit A hereto.

Each such annexation shall be accomplished by Declarant recording a Declaration of Annexation in the Office of the County Recorder of Pima County, Arizona, which document shall provide for annexation to this Declaration of the property described in such document and shall be executed by Declarant.

All provisions of this Declaration, including but not limited to those provisions regarding assessments by the Association and any right to cast votes as Members of the Association, shall apply to annexed property immediately upon recording the annexation document, unless provided to the contrary in the Declaration of Annexation or in covenants recorded by Declarant with respect to the Annexation Land.

The annexation of additional property shall extend the exclusive voting rights of the Declarant and all the Declarant's special reserved rights as provided in this Declaration.

A Declaration of Annexation may include, but shall not be limited to, a designation and description of the nature of the Lots and structures in the annexed property, including but not limited to the type and quality of construction. Declarant may annex all or any part of said Annexation Land at its sole discretion.

Upon recording of any Declaration of Annexation, the lots described therein shall be deemed Lots hereunder, and the Lots, together with any common areas so designated, shall be deemed a part of the Properties.

The Declarant expressly reserves the right in the course of development of the annexed property to designate common areas as open spaces, peaks, ridges and washes. The Declarant may convey the common areas in such annexed property, as appropriate, to the Association and the Association shall accept such property as Common Area.

Any purchaser of a portion of the annexed land is deemed irrevocably to consent to annexation under the purview of this Declaration and to permit development in accordance with the general plan established hereby.

DATED: November 20, 1990.

LAWYERS TITLE OF ARIZONA,
an Arizona corporation, as
Trustee under Trust No.
1486-1 and not otherwise

BY: [Signature]
Its Trust Officer

STATE OF ARIZONA
COUNTY OF PIMA

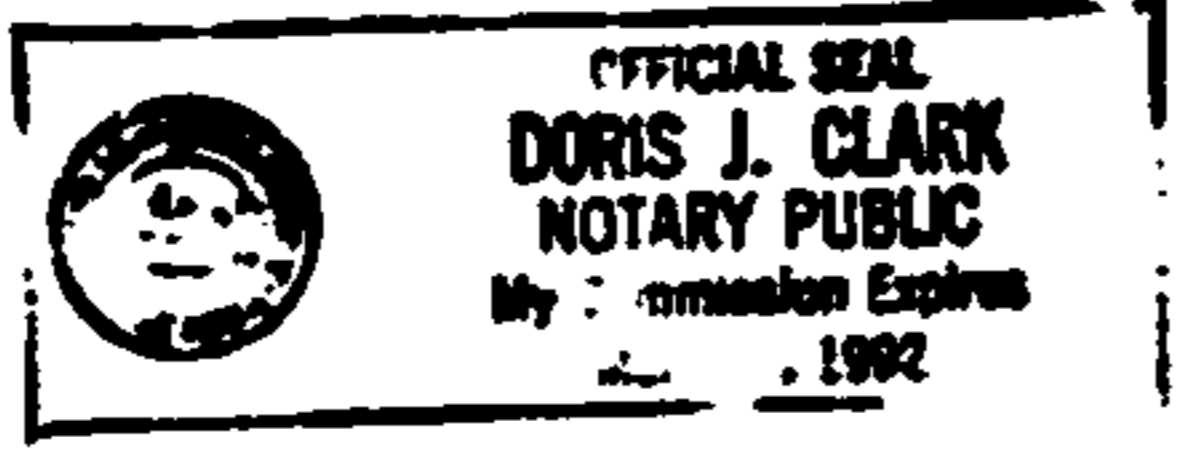
)
) SS.
)

The foregoing instrument was acknowledged before
me this 20 day of November, 1990, by Joyce M.
Robb of Lawyers Title of Ariz., its Trust Officer.

[Signature]
NOTARY PUBLIC

My Commission Expires:
3-7-92

08018



October 25, 1990
MMLD 86002-83-75

EXHIBIT "A"
"ANNEXATION LAND"

DESCRIPTION OF A PORTION OF FAIRFIELD'S PROPERTY
IN GREEN VALLEY

That portion of the San Ignacio de la Canea Land Grant, Pima County, Arizona, described as follows:

COMMENCING at the intersection of the northerly line of the parcel described in Docket 3279 at Page 509, Records of Pima County, Arizona, with the westerly right-of-way line of INTERSTATE 19;

THENCE S 54° 12' 05" W along said westerly right-of-way line of INTERSTATE-19 a distance of 500.00 feet to the POINT OF BEGINNING;

THENCE N 87° 00' 00" W 3,350.00 feet;

THENCE S 05° 00' 00" W 2,350.00 feet;

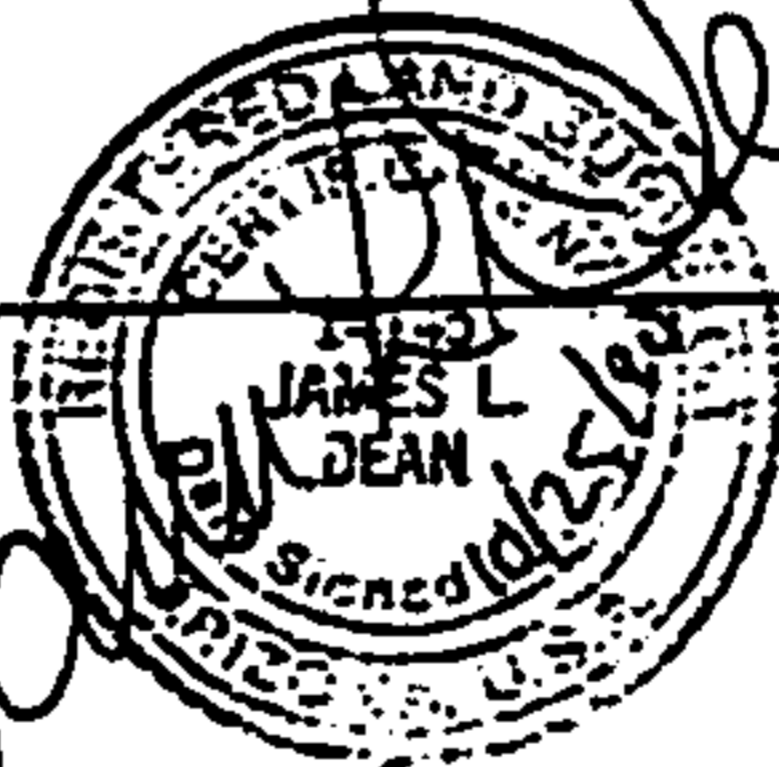
THENCE S 85° 00' 00" E to said westerly right-of-way line of INTERSTATE-19;

THENCE northeasterly along said right-of-way line to the POINT OF BEGINNING;

PREPARED BY:

McGOVERN, MacVITTIE, LODGE & DEAN, INC.

James L. Dean, R.L.S.



EXAMPLE ONLY - NOT A REPRESENTATION

DIAGRAM 1

EXHIBIT 1

YARD FOR LOT 'B' ENCLOSES
PART OF LOT 'C'.....

6' USE EASEMENT ON LOT 'C'
WHERE LOT 'B' IS BENEFITTED
AND LOT 'C' IS BURDENED

REAR PROPERTY LINE

PROPERTY LINE

REAR PATIO
WALL

THEORETICAL
BUILDING
FOOTPRINT
A

THEORETICAL
BUILDING
FOOTPRINT
B

LOT 'A'

LOT 'B'

LOT 'C'

LOT 'D'

PATIO WALL.....

..... DENOTES FLUCTUATING
PATIO WALL DIVIDING
FRONT AND REAR SIDYARD
PER RECORDED COVEYANT

YARD OF LOT 'C' ENCLOSES
PART OF LOT 'B'.....

..... 6' USE EASEMENT ON LOT 'B'
WHERE LOT 'C' IS BENEFITTED
AND LOT 'B' IS BURDENED

STREET

8191 0468

EXAMPLE ONLY - NOT A REPRESENTATION

DIAGRAM 2

EXHIBIT 2

YARD FOR LOT 'B' ENCLOSES
PART OF LOT 'C'.....
REAR PROPERTY LINE

6' USE EASEMENT ON LOT 'C'
WHERE LOT 'B' IS BENEFITTED
AND LOT 'C' IS BURDENED

LOT 'A'

LOT 'B'

LOT 'C'

LOT 'D'

THEORETICAL
BUILDING
FOOTPRINT
B

THEORETICAL
BUILDING
FOOTPRINT
A

PROPERTY LINE

REAR PATIO
WALL

PATIO WALL.....

DENOTES FLUCTUATING
PATIO WALL DIVIDING
FRONT AND REAR SIDERYARD
PER RECORDED COVENANT

YARD OF LOT 'C' ENCLOSES
PART OF LOT 'B'.....

6' USE EASEMENT ON LOT 'B'
WHERE LOT 'C' IS BENEFITTED
AND LOT 'B' IS BURDENED

STREET

0468

6191

EXAMPLE ONLY - NOT A REPRESENTATION

DIAGRAM 3

EXHIBIT 3

YARD FOR LOT 'B' ENCLOSES
PART OF LOT 'C'.....

REAR PROPERTY LINE

6' USE EASEMENT ON LOT 'C'
WHERE LOT 'B' IS BENEFITED
AND LOT 'C' IS BURDENED

PROPERTY LINE

REAR PATIO
WALL

THEORETICAL
BUILDING
FOOTPRINT
A

THEORETICAL
BUILDING
FOOTPRINT
A

LOT 'A'

LOT 'B'

LOT 'C'

LOT 'D'

PATIO WALL.....

..... DENOTES FLUCTUATING
PATIO WALL DIVIDING
FRONT AND REAR SIDYARD
PER RECORDED COVENANT

6'

6'

YARD OF LOT 'C' ENCLOSES
PART OF LOT 'B'.....

6' USE EASEMENT ON LOT 'B'
WHERE LOT 'C' IS BENEFITED
AND LOT 'B' IS BURDENED

STREET

0468

1620

EXAMPLE ONLY - NOT A REPRESENTATION

DIAGRAM 4

EXHIBIT 4

YARD FOR LOT 'B' ENCLOSES
PART OF LOT 'C'.....

6' USE EASEMENT ON LOT 'C'
WHERE LOT 'B' IS BENEFITTED
AND LOT 'C' IS BURDENED

REAR PROPERTY LINE

PROPERTY LINE

REAR PATIO
WALL

THEORETICAL
BUILDING
FOOTPRINT
B

THEORETICAL
BUILDING
FOOTPRINT
6' B

LOT 'A'

LOT 'B'

LOT 'C'

LOT 'D'

PATIO WALL.....

DENOTES FLUCTUATING
PATIO WALL DIVIDING
FRONT AND REAR SIDYARD
PER RECORDED COVENANT

YARD OF LOT 'C' ENCLOSES
PART OF LOT 'B'.....

6' USE EASEMENT ON LOT 'B'
WHERE LOT 'C' IS BENEFITTED
AND LOT 'B' IS BURDENED

STREET

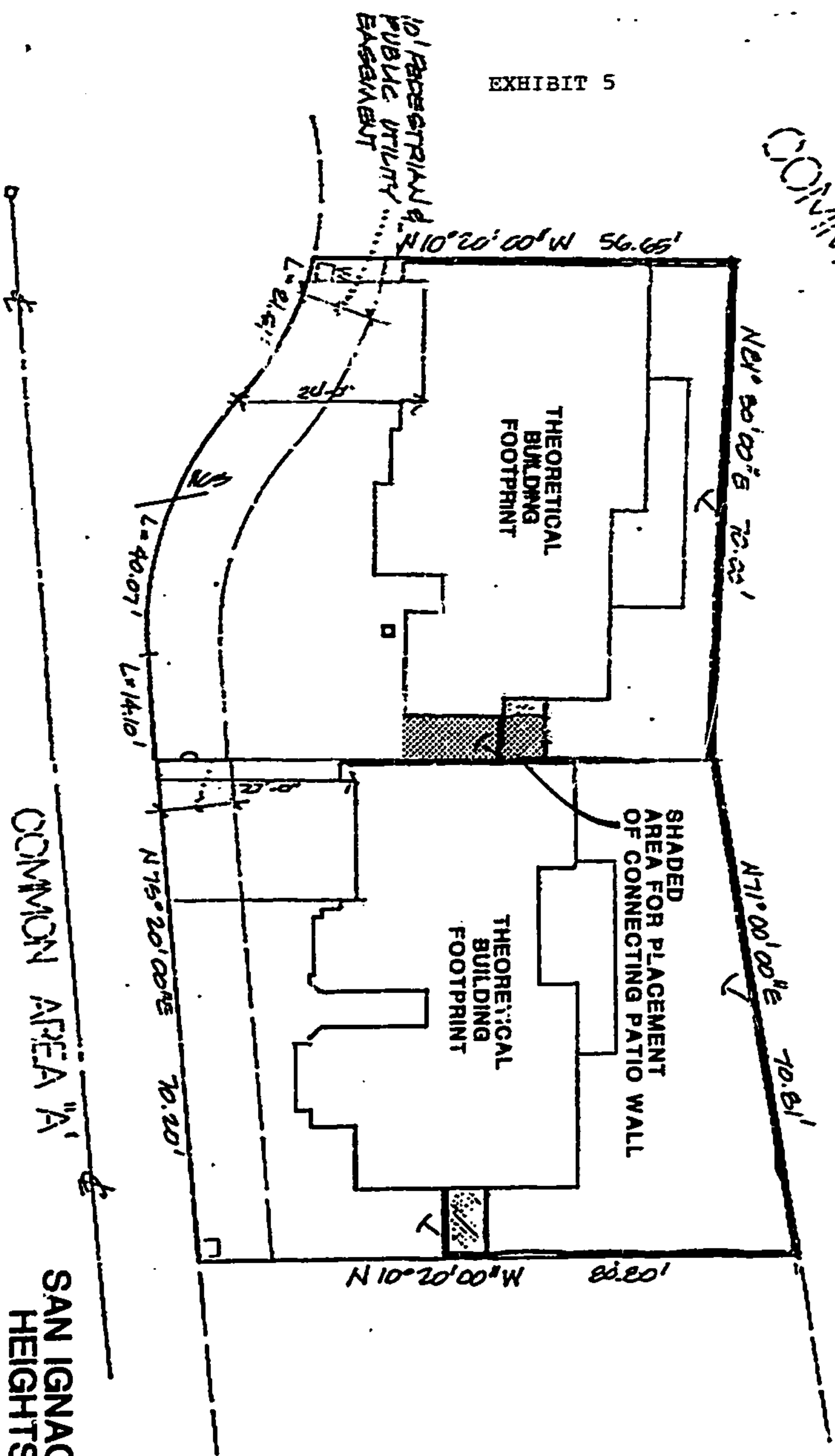
1291 0468

EXAMPLE ONLY - NOT A REPRESENTATION

SCALE: 1"=20'

COMMON AREA 'B'

EXHIBIT 5



COMMON AREA "A"

SAN IGNACIO HEIGHTS

8940 1621-A

