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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
ELLIOT HOMES AT RITA RANCH

Dated: 9-14-94

9877 1924

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
for
ELLIOT HOMES AT RITA RANCH**

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS
AND EASEMENTS FOR
ELLIOT HOMES AT RITA RANCH

First American Title Insurance Company, a California Corporation, as Trustee under Trust 4303, and not otherwise, and its sole beneficiary (sometimes referred to herein as "Developer"), U.S. Home Corporation, a Delaware Corporation, collectively "Declarant," is the owner of Lots within the following described real property, situated in Pima County, Arizona:

Lots 9 through 113, 133 through 223, 230 through 245, 264 through 267, 398 through 442, 444 through 498, and 500 through 521 of Elliott Homes at Rita Ranch, a subdivision of Pima County, Arizona, recorded in the office of the Pima County Recorder in Book 40 of Maps and Plats at page 18.

which property shall hereinafter be referred to as the Property or the Properties. The lots referred to above may be referred to herein as Lots.

WHEREAS, Declarant has constructed and intends to continue to construct individual dwelling units upon the Property and to sell and convey the same, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth (the Declaration), each of which is for the benefit of the Property and the subsequent owners thereof.

WHEREAS, Declarant does hereby exercise its right by reason

of its ownership of Lots within the Property to amend and restate in its entirety that certain Declaration of Covenants, Conditions, Restrictions and Easements for Elliot Homes at Rita Ranch recorded Docket 9257, Page 900, Pima County Records, and further wishes to continue the establishment of a general plan for the development of the said Property in accordance with the terms and provisions hereof.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased and used subject to the following amended and restated covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

The covenants, conditions, restrictions, and easements herein shall run with the Property; shall be binding upon all persons having or acquiring any interests in the Property or any part thereof; shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by Declarant or its successors in interest or by any owner or his successors in interest or by any entity having an interest in their enforcement.

No provision contained herein shall be construed to prevent or limit Developer's right to complete development of the Property or the construction of improvements thereon, or to modify the design of the homes or dwelling units to be built upon said

Property, nor Developer's right to maintain model homes, construction, sales or leasing offices or similar facilities on the Property, nor Developer's right to post signs incidental to construction, sales or leasing, nor Developer's right to do anything that it may, in its sole discretion, deem necessary and proper for the full development of the Property. All rights of Declarant herein are assignable.

The provisions of this Declaration shall supplement and be in addition to those certain restrictions presently of record and encumbering the Property entitled Declaration of Protective Restrictions for Rita Ranch (Master Declaration), dated December 21, 1984, recorded Book 7435, page 574, Pima County records, which Master Declaration applies to the Property and to more land in addition. The provisions of those certain Design Guidelines for Residential Development recorded Book 7991, Page 620, Pima County Records are incorporated herein by this reference.

ARTICLE 1

GENERAL RESTRICTIONS

The Property shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 1.1. Animals. No animals of any kind shall be raised, bred, or kept, except that a reasonable number of generally recognized house or yard pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to become a nuisance. A "reasonable

number" as used in this Section shall ordinarily mean no more than two pets per household; provided, however, that Declarant may determine, in its sole and absolute discretion, whether a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable.

Section 1.2. Trash Containers. No garbage or trash shall be placed or kept on any Lot within the Property, except in covered containers of a type, size, and style which have been approved by Declarant, and containers shall at all times be hidden from view except on days of trash pick-up. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be allowed.

Section 1.3. Backboards. No basketball backboards of any kind shall be erected or attached, by either a permanent or temporary method, to any dwelling unit unless approved by Declarant.

Section 1.4. Aerials. No aerial, antenna or satellite dish for use of TV, radio or other forms of communication reception, of a temporary or permanent character, shall be erected on any Lot or attached to the principal residence located upon any Lot unless reasonably screened from view and approved by the Declarant in accordance with standards adopted by Declarant in its sole and absolute discretion. Declarant may waive the requirement of screening or may consider such equipment adequately screened should it determine, in its sole discretion, that the size, location, general appearance and height of the equipment renders

the erection of such equipment unobtrusive and not materially damaging to the overall appearance and welfare of the Property, and Declarant may adopt written rules, standards or guidelines as all to such matters. The provisions of this Section are expressly subject and subordinate to the provisions of Article II, Section 2.03 below, and each owner shall be responsible to obtain any approvals required thereunder.

Section 1.5. Nuisances. After completion of construction of any dwelling units and landscaping of Lots, no rubbish or debris of any kind shall be placed or permitted thereon so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No loud or offensive noise, excessively glaring or bright lights, foul odors or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property without the prior written approval of Declarant. The Declarant, in its sole discretion, shall have the right to determine the existence of any such nuisance.

Section 1.6. Parking and Storage of Vehicles. Parking and/or storing of recreational vehicles, commercial vehicles, motorhomes, campers, trailers, boats and similar vehicles is

prohibited on all portions of the Property, except within the confines of an enclosed structure which has been first approved by Declarant, in its sole and absolute discretion. Such vehicles may be parked on the parking area of an owner's Lot, but only for short periods of time solely for purposes of loading or unloading.

The foregoing prohibition shall not apply to (1) pick-up trucks with no more than a 3/4 ton capacity with camper shells attached that are no more than seven feet in height as measured from ground level; (2) mini-motorhomes that are no more than seven feet in height and no more than eighteen feet in length or (3) non-commercial pick-up trucks larger than 3/4 ton capacity that the Declarant finds to be substantially similar in size and appearance to smaller vehicles; so long as any such vehicles are used on a regular and recurring basis for regular transportation, and are parked in accordance with the provisions hereof.

The use or occupancy of a recreational vehicle, 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. At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories.

Any and all motor vehicles not prohibited by the provisions hereof shall be stored in a carport or garage so as to conceal the same from view from adjoining property or from the street or public way, except that vehicles (other than recreational

vehicles, commercial vehicles, motorhomes, campers, trailers, boats and similar vehicles prohibited above) may be parked upon the paved driveway surfaces of each Lot when there is insufficient room within an enclosed garage.

Notwithstanding the above, the original purchasers from Declarant of the following Lots (but not their successors, except in the case of Lot 66) shall be permitted to maintain the following stated items:

a) On Lots 66, 68 and 245, the owners shall be permitted to maintain and store a motorhome in the rear yard;

b) On Lot 10 the owner shall be permitted to maintain and store a boat in the rear yard; and

c) On Lot 109 the owner shall be permitted to maintain a satellite dish.

Section 1.7. Diseases and Insects. No owner shall permit any thing or condition to exist upon any property which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 1.8. Drainage. There shall be no interference with the established drainage pattern over any property unless approved by Declarant or unless adequate provision is made for proper drainage conforming to applicable city and county rules, regulations, ordinances, and drainage criteria. For purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the Property is completed, or which is shown on any plans conforming to applicab's

rules, regulations, ordinances, and applicable drainage criteria.

Section 1.9. Modification of Exterior Wall. Unless approved by Declarant, no dwelling unit owner shall alter or modify the exterior wall of a dwelling unit by cutting any opening in or placing any window of any kind in said exterior wall.

Section 1.10. Utility Easements. There is hereby created a blanket easement upon, across, over and under the Property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Property and to affix and maintain wires, circuits and conduits on, in, and under the roofs and exterior walls of dwelling units. Notwithstanding anything to the contrary contained in this section, no sewer, electrical lines, water lines, or other utilities or service lines may be installed or relocated on the Property except as initially designed and installed or thereafter approved either by Declarant. This easement shall in no way affect any other recorded easements on the Property. In no event shall any portion of the above-mentioned easements for utilities be construed to authorize the placing or installing of sewers, electrical lines, water lines and other utilities under any permanent building structure constructed on the Property. This easement shall be limited to

improvements as originally constructed.

Section 1.11. Electrical Service and Telephone Lines. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead; provided, however, that if the provisions hereof are waived by the Declarant, it shall not be prohibited from erecting temporary power or telephone structures incident to construction; and further provided, however, that one such waiver shall not constitute a waiver as to other Lots or lines.

Section 1.12. Mailboxes. If Declarant has provided uniform mailbox designs in the course of original construction, then such designs, colors, lettering, and other features shall be maintained by each owner at all times.

Section 1.13. Temporary Structures, Mobile Homes, Etc. No manufactured, prefabricated home or mobile home shall be permitted or placed upon any Lot or anywhere else in the Property. Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, garage, or outbuilding shall be placed or erected upon any Lot, and no residence placed or erected upon any Lot shall be occupied in any manner at any time prior to its being fully completed, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction or alteration of a structure on any Lot, necessary temporary structures for storage of materials may be erected and

maintained by the person doing such work. The work of constructing, altering, or remodeling any structure on any part of any Lot shall be prosecuted diligently from the commencement thereof until the completion thereof. The provisions of this section shall not apply to the Declarant.

Section 1.14. Lots to be Maintained. Each Lot shall at all times be kept by the owner in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot or street, except as necessary during the period of construction.

Section 1.15. Lots Not to be Subdivided. No Lot shall be subdivided or resubdivided, except by Declarant, or except for the purpose of combining portions of a Lot with an adjoining Lot, provided that no additional building site is created thereby. Resubdivision by Declarant may result in additional Lots at its discretion.

Section 1.16. No Hazardous Activities. No activities shall be conducted on the Properties and on improvements constructed on the Properties which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property, except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior

fireplace or firepit, or except such campfires or picnic fires on property designated for such use by Declarant.

Section 1.17. Tanks. No tanks of any kind, either elevated or buried, shall be erected, placed, or permitted upon any Lot.

Section 1.18. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or improvement thereon of this subdivision, except that in the course of selling a dwelling unit, one sign not to exceed five square feet in size shall be permitted in the front yard area of a Lot. The Declarant is exempt from the provisions of this Section.

Section 1.19. Derricks, Boring, Etc. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of said Property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

Section 1.20. Landscaping. All front and side yard landscaping shall conform to and be compatible with original landscaping installed by Declarant, and landscaping shall not be permitted to cause a nuisance nor shall landscaping be placed near foundations so as to require watering which may undermine the integrity of such foundations. All front or side yard landscaping shall require the prior approval of Declarant, except for small ornamental shrubs and replacement of original landscaping installed by Developer. Without limitation, no hedges, trees or

other landscaping shall be permitted in front or side yards within fifteen feet of any front Lot line or corner Lot line unless installed by Developer or approved by Declarant, or unless in replacement of similar landscaping installed by Developer.

Section 1.21. Exemption of Developer. Nothing in these restrictions shall limit the right of Developer to complete excavation, grading, and construction of improvements to any property owned by Declarant, or to alter the foregoing, including alterations of design or materials or both, or to construct such additional improvements as Developer deems advisable in the course of development so long as any Lot or dwelling unit therein remains unsold, or to use any structure as a model home or real estate sales or leasing office.

The rights of Declarant and Developer hereunder or elsewhere in these restrictions may be assigned, and the term "Declarant" or "Developer" shall include persons or entities to whom Declarant or Developer has assigned its rights.

ARTICLE 2

PROVISIONS REQUIRED BY MASTER DECLARATION

In addition to all provisions hereof, and to all provisions of the Master Declaration, Declarant does hereby set forth certain provisions required by the Master Declaration to be set forth herein (but without in any way attempting to limit the Master Declaration).

Section 2.1. General Restrictions. The use of any portion of the Property shall be in accordance with all applicable

statutes, rules, regulations and ordinances. Further, such use shall be restricted as described in the sections set forth below.

Section 2.2. Roof Top Heating and Airconditioning Units.

Without the prior written approval of the declarant under the Master Declaration, no heating or airconditioning units shall be installed on the roof of any building or improvement used as a residence or any portion of the Property. No window airconditioners or portable units of any kind shall be installed in any buildings.

Section 2.3. Antennae and Other Exterior Equipment.

Without the prior written approval of declarant under the Master Declaration, no exterior television, radio, CB or other antennae or satellite dish of any sort shall be placed, allowed or maintained upon any building or improvement used as a residence or any portion of the Property.

Section 2.4. Utilities. All utilities shall be underground.

Section 2.5. Drainage Plan. All improvement work shall be consistent and compatible with the drainage plan for the Property, a copy of which may be obtained from Reviewing Agent pursuant to the Master Declaration. Conformance with the drainage plan may require acceptance of the flow of water from another Parcel.

Section 2.6. Community Plan. Without the prior written approval of Declarant pursuant to the Master Declaration, owners shall not take any action (including filing any application with Pima County or any other governmental agency) inconsistent with the Community Plan for Rita Ranch (CO #13-83-1), approved by the

Pima County Board of Supervisors on November 15, 1983, and attached to the Master Declaration as Exhibit D, or with any of the conditions of the approval of such Community Plan by Pima County. By way of example, and not as a limitation of this provision, no owner shall take any action which would cause Pima County or any other governmental agency possessing jurisdiction to revoke or withdraw all or any portion of its approval of the Community Plan. To the extent that Pima County has imposed conditions of approval related to the Community Plan on a specific Parcel, as defined in the Master Declaration, the owner thereof must comply with such conditions in the development of such Parcel.

ARTICLE 3

OWNERS' PERMITTED USES, RESTRICTIONS AND RIGHTS OF DWELLING UNITS AND LOTS

Section 3.1. Private Residential Purposes. Lots and the dwelling units thereon shall be occupied and used by the respective owners solely for private residential use of owner, his family, tenants and social guests and for no other purpose. No gainful occupation, profession, trade, or non-residential use shall be conducted on any such property, except that Developer may maintain sales, administrative, and construction offices and model homes and parking areas on the Property, as well as advertising signs and billboards. Home occupations shall be permitted as provided below.

An owner or occupant residing in a dwelling unit may conduct a "Home Occupation" solely within the private confines of a dwelling unit so long as: a) the existence or operation of the business activity is not apparent from the outside of the dwelling unit, and no sound or smell from the outside of the dwelling unit indicating the conduct of business is detectable; b) the business activity conforms to all zoning requirements for the Property; c) the business activity does not involve frequent or annoying traffic by persons coming on the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or hazardous or offensive use, nor threaten the security or safety of other residents of the Property.

No Home Occupation may involve heavy equipment or machinery, manufacturing, drilling, burning or conversion of any garage or carport into a business office or room.

"Home Occupation" as permitted by this Section means private consultation and advice in trades and professions, and the sales or creation of art work, small wares and miscellaneous goods at a retail level, and includes consultation by professionals such as accountants, lawyers, and doctors, but no portion of the Property nor any dwelling unit shall be used for the full-time general practice of any profession, nor as a lodge, regular club meeting place, religious institution, revivalist, cult or sect meeting place, nor may the interior of any dwelling unit be used for

medical or surgical treatment or procedures.

No business conducted upon the Property or in any dwelling unit by persons other than the Declarant or its successors and assigns, may result in any change to the exterior appearance of any dwelling unit or lot, and no business conducted, except by the Declarant, shall involve signs, buildings, or structures in addition to the dwelling unit.

Section 3.2. Renting. An owner shall have the right to lease or rent his dwelling unit; provided, however, that any lease agreement, verbal or written, with a tenant or lessee shall provide that any such tenant or lessee shall abide by the provisions of this Declaration. In the event any such lease agreement does not contain the provisions as described in the preceding statement, such lease agreement shall, at the option of the Declarant be null and void.

Section 3.3. Common Walls. The rights and duties of the owners with respect to common walls shall be as follows:

A. Each wall, including patio walls, which is constructed as part of the original construction of the dwelling unit, any part of which is placed on the dividing line between separate dwelling units, shall constitute a common wall.

With respect to any such wall, each of the adjoining owners shall assume the burden and be entitled to the benefits recited in this section, and to the extent it is consistent with this section, the general rules of law regarding common walls shall be applied.

B. The owners of contiguous dwelling units who have a common wall shall have reciprocal easements for support and an equal right to use such wall provided that such use by one owner does not interfere with the use and enjoyment of same by the other owner.

C. Unless other provisions of this Section are applicable, the costs of reasonable repair and maintenance of a common wall shall be shared equally by the owners who make use of the common wall.

D. In the event any common wall is damaged or destroyed through the act of one adjoining owner, or any of his guests or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the other owner.

E. In the event any common wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

F. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any common wall without the prior consent of either

the Declarant or the other adjacent owner. In addition to meeting the other requirements of these restrictions and of any building code or similar regulation or ordinances, any owner proposing to modify, make additions to or rebuild his dwelling unit in any manner which requires the extension or other alteration of any common wall shall first obtain the written consent of the Declarant or its successors, who shall determine and in its sole discretion consider the adjoining owner's preference concerning the proposed modification, extension or alteration of the common wall prior to giving any written consent thereto.

G. In the event of a dispute between adjacent owners, other than Declarant, with respect to the repair or rebuilding of a common wall or with respect to the sharing of cost thereof, upon written request of one of such owners, the matter shall be heard and determined by an independent arbitrator whose judgment shall be final and binding. Declarant shall in no case be required to arbitrate such disputes relating to common walls.

Section 3.4. Easement for Encroachments. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event dwelling units are partially or totally destroyed, and then rebuilt, the owners agree that minor encroachments of parts of the adjacent dwelling units due to construction shall be permitted and that a valid easement for said encroachments and the

maintenance thereof shall exist.

Section 3.5. Architectural Control. Following the original construction of improvements upon any Lot by Declarant or Developer no building, fence, wall, or other structure shall be commenced, erected, altered, modified or maintained upon a Lot, nor shall any exterior addition to, or change in, or alteration of a dwelling unit or the exterior color scheme, roof or finish thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by Declarant. Among other things, Declarant shall consider such matters as harmony of external design and location in relation to surrounding structures and topography. Loud, garish or obnoxious colors are prohibited and adherence to original building materials and exterior design themes is required.

Declarant may exercise all approval rights established by any provision of this Declaration by itself or through a committee of three persons appointed by Declarant to serve as an Architectural Committee, and such persons shall serve without compensation and need not be owners of Lots within the Property. Declarant may at any time assign its rights to appoint the Architectural Committee and to approve of changes, additions and construction, or any other matters within the purview of the Declarant or Architectural Committee as provided herein, to not less than three persons who are owners of Lots within the Property, or to any incorporated or unincorporated association of Lot owners. No such assignment

shall terminate or affect Declarant's exemptions, privileges or other rights hereunder.

Should the persons or association appointed by Declarant resign or refuse to act, then a committee of not less than three persons appointed by the owners of a majority of the Lots shall serve as the Architectural Committee and succeed to the power to review and approve said plans. Appointments of individuals shall be for a term of one year each, unless otherwise removed by the owners of a majority of Lots, except as otherwise may be provided in the bylaws of an incorporated association, if any.

Improvements constructed or to be constructed by Declarant do not require any architectural approval or other approval whatsoever, except as may be required by the Master Declaration.

Each owner shall, in addition, be required to obtain all approvals as may be required pursuant to the Master Declaration, and each owner, to the extent required by the Master Declaration, shall be responsible to apply for and obtain such additional approval.

ARTICLE 4

MISCELLANEOUS

Section 4.1. Duration. This Declaration shall endure for 20 years after recordation hereof (base period), and shall be renewed or extended automatically thereafter for successive periods of 10 years each, unless upon the vote or written approval of a majority of the owners of Lots after the nineteenth year of the base

period, or before the end of any extension period, it is determined to allow this Declaration to expire.

Section 4.2. Soil Reports. The soils which underlie the foundation of homes within the Property may have the potential for consolidation or swelling. No owner of all or any portion of any Lot shall maintain any kind of landscaping, irrigation or vegetation within four feet of any exterior wall or foundation of the residence built upon said Lot.

No owner of all or any portion of any Lot shall maintain or cause to be maintained upon said lot a pattern of grading and drainage other than the original drainage and grading for said Lot, as established by the Developer.

No owner of all or any portion of any Lot shall construct a swimming pool, jacuzzi, whirlpool, or other like improvement ("Subgrade Improvements") without first making, or causing to be made, an independent determination that the soil conditions of the Lot is suitable for such improvements. Neither Declarant nor Developer has made any representation on warranties, express or implied, regarding the suitability of the soil upon any particular Lot for Subgrade Improvements, and therefore as between Declarant or Developer and the owner, or any successor-in-interest thereto, the owner assumes all liability and risk and shall hold harmless and indemnify Declarant and Developer from all liability and risk arising from, directly or indirectly, the construction of Subgrade Improvements upon the Lot.

Section 4.3. Enforcement. The provisions hereof run with

the land and may be enforced by Declarant or by the owner of any Lot.

Section 4.4. Amendment. Declarant shall have the right to amend this Declaration so long as it owns a single Lot in the Property, and such amendment shall not require the approval of any other person or entity. Such amendment shall be effective upon recordation of an instrument executed by Declarant and purporting to amend the provisions hereof. Amendments may also be made with the written consent of the owners of at least fifty-one percent of the Lots, except that so long Declarant owns any Lot, Declarant may veto any amendment, and no amendment shall be valid without Declarant's written consent.

Amendments made by Declarant need not apply uniformly to all Lots. No amendment shall conflict with the Master Declaration.

DATED: 9/14/94

U.I. Home Corporation,
a Delaware Corporation,
Beneficiary,

First American Title Insurance
Company, as Trustee under
Trust 4303, and not otherwise

By [Signature]
Its DIVISION PRESIDENT

By [Signature]
Its [Signature]

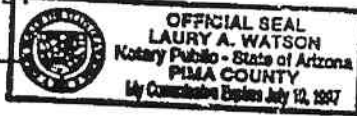
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 14th day
of Sept, 1994, by Bugle Echave, the Asst
Vice President

_____ of First American Title Insurance Company, as Trustee under Trust 4303, and not otherwise.

Laury A. Watson
Notary Public

My Commission Expires _____



STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

This instrument was acknowledged before me this 14th day of September, 1994, by Steven L. Craddock, the Division President of U.S. Home Corporation, a Delaware corporation.

David R. Mullaney
Notary Public

My Commission Expires: _____

