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RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: FAIRFIELDS PUSCH RIDGE AT LA R ESERVE L 1-11
GRANTEE: RESTRICTION

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Town of Oro Valley

FIRST

AMENDMENT AND RESTATEMENT OF
DECLARATION OF ESTABLISHMENT OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
FAIRFIELD'S PUSCH RIDGE
AT LA RESERVE

Dated: _____

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FIRST AMENDMENT AND RESTATEMENT OF
DECLARATION OF ESTABLISHMENT OF CONDITIONS,
COVENANTS AND RESTRICTIONS FOR
FAIRFIELD'S PUSCH RIDGE
AT LA RESERVE

Lawyers Title of Arizona, an Arizona corporation, as Trustee under Trust Number 7243-T, hereinafter referred to as "Declarant", is the owner of the following described real estate situated in the County of Pima, State of Arizona.

Lots 1 through 11 and Common Areas A and B, Fairfield's Pusch Ridge at La Reserve, a subdivision of Pima County, Arizona, recorded Book 41 Page 75, of Maps and Plats, Pima County Records, hereinafter referred to as the "Original Plat," and Lots 12 through 37 and Common Areas A and B, as shown by the plat recorded Book 43, page 63, of Maps and Plats, Pima County records, being a resubdivision of Lots 12 through 31 and Common Areas A and B, hereinafter the "Resubdivision Plat."

The Original Plat and Resubdivision Plat, together with any plats for annexed property, shall hereinafter be referred to collectively as the "Plats." Lots 1 through 11 of the Original Plat and Lots 12 through 37 of the Resubdivision Plat, together with Common Areas A and B, as resubdivided, shall be referred to initially as the "Properties."

The term "Properties" may later include real property and improvements thereon annexed under the purview of this Declaration in accordance with the terms and provisions hereof, but only if Declarant records a declaration of annexation as provided herein, describing the additional real property and making this Declaration applicable to it. Declarant shall be under no obligation to annex additional real property, but easements for access to the land, described as the Annexation Land in Article XVIII, Section 6, hereof, across all streets and common areas, are reserved by this Declaration.

Declarant recorded that certain Declaration of Establishment of Covenants, Conditions and Restrictions with respect to the original Plat in Book 8152, page 1724, Pima County records.

Declarant hereby completely amends and restates said declaration, and declares and establishes the following conditions, covenants and restrictions which are intended to and do completely supercede the previous Declaration. The Properties, and such later annexations as may occur, shall be subject to the following amendment and restatement, and the provisions hereof shall be binding upon and inure to the benefit of the present and future owners thereof, and 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 Fairfield's Pusch Ridge Homeowners Association, its successors and assigns.

SECTION 2: "Common Areas" or "Common Area" shall mean the real property designated on the Plats as Common Areas A and B, and as resubdivided. The Common Areas shall, to the extent shown on the Plat, include portions of the Natural Area and Fairfield Wilderness Area. The land, to the extent shown on the Plats, or on a plat of land annexed in the future, will be considered an addition to the Common Area and governed by all other terms and provisions hereof dealing with Common Area, except that use of the Natural Area and Fairfield Wilderness Area shall be limited to the specific restrictions set forth herein and in the Natural Area Covenants.

SECTION 3: "Declarant" shall mean and refer to Lawyers Title of Arizona as Trustee under Trust No. 7243-T, and its sole beneficiary, Fairfield Sunrise Village, Inc., and its successors or assigns if such successors or assigns should acquire the Properties from Declarant for the purpose of development and be designated by Declarant in writing as a successor to Declarant's rights hereunder.

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: "Exterior Wilderness Area" shall mean the land described in Exhibit C attached hereto.

SECTION 7: "Fairfield Wilderness Area" shall mean that certain real property described on Exhibit B hereto, located adjacent to the Properties. The Fairfield Wilderness Area is governed by the Natural Area Covenants.

SECTION 8: "Lot" shall mean the following numbered plots of land shown on the Plats, as defined herein (without regard to whether a structure has been constructed thereon), 1 through 37 and including any improvements constructed or under construction thereon, if any. The term "Lot" shall later include lots annexed under the purview of this Declaration in accordance with the terms hereof regarding annexation.

SECTION 9: "Master Association" shall refer to La Reserve Community Association, Inc., an Arizona non-profit corporation, created pursuant to the Master Declaration, and to its successors and assigns.

SECTION 10: "Master Declaration" shall refer to the Declaration of Covenants, Conditions, Restrictions, Changes, Servitudes, for La Reserve recorded in the office of the Pima County Recorder at Docket 7414, Page 1370, as

amended.

SECTION 11: "Member" shall mean and refer to every person who holds membership in the Association.

SECTION 12: "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 Mortgage" 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.

SECTION 13: "Natural Area" shall mean that certain real property described on Exhibit A hereto. When shown on the Plat, or on a plat of land annexed in the future, the Natural Area, or portions thereof, shall be a part of Common Area.

SECTION 14: "Natural Area Covenants" shall mean those certain covenants dealing with the use and designation of Natural Area, recorded Book 8152 Page 1700, Pima County Records.

SECTION 15: "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 16: "Person" shall include a corporation, company, partnership, firm, association or society, as well as a natural person.

SECTION 17: "Plats" shall mean the maps or plats of the Properties of record in the office of the County Recorder of Pima County, Arizona, in Book 41 of Maps and Plats at Page 75 thereof, as resubdivided by the map or plat of record in the office of the Pima County Recorder in Book _____ Page _____ of Maps and Plats, and any plat for property annexed under the purview of this Declaration pursuant to Article XVIII hereof.

SECTION 18: "Properties" shall mean and refer to that certain real property described in the Plat, as defined herein and any annexed property.

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, and to regulate and control

access to and use of the Wilderness Area by Owners and their invitees.

ARTICLE III

COMMON AREAS

SECTION 1: Ownership of the Common Areas shall, upon conveyance to the Association, be vested in 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: 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: 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.

ARTICLE IV

WILDERNESS AREA

The land described in Exhibit B attached hereto is known generally as the "Fairfield Wilderness Area." When so designated on the Plat, or when later annexed pursuant to the provisions hereof, portions of the Fairfield Wilderness Area shall be deemed a part of Common Area, subject to all provisions set forth in the Planned Area Development adopted by the Town of Oro Valley.

Use of the Fairfield Wilderness Area is restricted by the Natural Area Covenants, as well as this Declaration. Other land, also known generally as wilderness area, and which is not owned by Declarant (and not subject to this Declaration) is located exterior and adjacent to the Properties. Said land is described on Exhibit C hereto and is referred to as the Exterior Wilderness Area.

The Exterior Wilderness Area is governed by restrictions recorded Book 7689, page 2129, Pima County records, and in Book 7849, page 194, Pima County records (collectively the "Estes Declaration").

For purposes of the remainder of this Article IV dealing primarily with Lots adjacent to the Fairfield Wilderness Area or Exterior Wilderness Area, both areas shall be referred to collectively as the "Wilderness Area."

Each Owner hereby covenants and agrees that:

A. There shall be no structures placed upon the Wilderness Area;

B. There shall be no grading, clearing, or other alteration in any way of the natural vegetation and growth on the Wilderness Area;

C. There shall be no vehicular or pedestrian entry upon the Wilderness Area for any purpose, including but not limited to hiking, camping, and picnicking, except that limited pedestrian access upon the Wilderness Area shall be permitted pursuant to rules and regulations adopted by the owner of said Wilderness Area, including any public agency having managerial authority over said Wilderness Area, provided that such pedestrian use does not result in littering, interference with wildlife, or degradation of the natural vegetation, and further provided that Declarant reserves easements of use for construction access, utilities, emergency access and any

and all other purposes, including those set forth in the Natural Area Covenants, the Estes Declaration, and any amendments thereto.

D. Subsequent to original construction of the Dwelling Unit and patio walls by Declarant, no Owner of any Lot having a common boundary line with the Wilderness Area shall construct improvements or store vehicles or materials on the land area situated between the Wilderness Area and the exterior patio walls and Dwelling Unit walls, exclusive of any enclosed yard areas.

E. No Owner of a Dwelling Unit on a Lot having a common boundary line with the Wilderness Area shall install a patio wall gate to the Wilderness Area.

F. Roofs and exterior walls of Dwelling Units and patio walls on Lots adjacent to Wilderness Area shall contain reasonably low reflective qualities and utilize colors which harmonize with the surrounding environment.

G. There shall be no landscaping beyond enclosed yard or patio areas of Lots adjacent to the Wilderness Area, unless approved by the Architectural Committee.

H. All Owners shall, to the extent reasonable, direct activity away from the Wilderness Area to avoid disturbing wildlife and vegetation and to minimize incidental encroachment, littering, and other undesirable effects upon the Wilderness Area.

This Article in no way amends or modifies the covenants presently encumbering the Wilderness Area, but merely adds to the foregoing.

ARTICLE V

EASEMENTS, LICENSES AND ENCROACHMENTS

SECTION 1: Each Lot and the property included in the Common Areas shall be subject to easements shown on the Plat and 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 other incidental encroachments and for the maintenance of same, so long as they stand, shall and does exist.

SECTION 2: 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 there is hereby reserved in favor of all public utilities a non-exclusive easement 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: A blanket drainage easement is hereby created upon, across, over and under each Lot for the benefit of all other Lots, in addition to the specific drainage and use easement set forth in Section 5 below.

SECTION 4: Each Owner hereby acknowledges and agrees that Dwelling Units, or privately-owned patio walls, improvements and fixtures which are initially constructed on the Properties by Declarant may from time to time encroach upon the Common Areas or other Lots in the Properties. Such encroachments 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 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 5: 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. However, Declarant initially intends to construct homes which will require special drainage and use easements as described below and in the attached

Diagrams. As a result of potential drainage patterns and anticipated yard configurations throughout the subdivision as a result of such planned dwellings, reciprocal drainage and use easements are hereby established over and across ten foot wide strips of property, said easements being five feet on each side of the dividing line between adjacent Lots. In the case of Lots bordering common area, the easements may extend five feet onto the adjacent Lot and five feet onto the common area, as may more specifically be shown on the Plat. The side boundary lines of the easement shall run parallel to the Lot lines. Said easements shall also be for ingress, egress, utilities, maintenance of adjacent walls and structures, landscaping, and for the general use and enjoyment of the respective Owner benefitted by the easement as set forth herein. Said easement is referred to herein as the "Drainage and Use Easement."

It is the initial intention of the Declarant to construct dwellings approximately five feet or more from each Lot line and to establish grades whereby a portion of each Lot's drainage will be directed toward the Drainage and Use Easement (this is not a requirement binding Declarant, and changes may be made at a later time). Models and plot plans will establish the location of the Drainage and Use Easement and the location of allowable rear patio walls. Said rear patio walls may be required

to have drainage holes, especially when such walls encroach into the Drainage and Use Easement area.

Depending upon drainage and other factors to be determined in Declarant's sole discretion, certain Lots sharing the Drainage and Use Easement will be deemed the benefitted Lot, and others will be deemed the burdened Lots. Usually, such as shown on Diagrams 1 and 2, the Owner of the benefitted Lot shall have an easement for his patio wall onto the burdened Lot to the edge of the Drainage and Use Easement enclosing a portion of the Drainage and Use Easement and burdened Lot into the rear yard of the benefitted Lot. As shown by the Diagrams, however, the variations will differ based upon topography.

The attached Diagrams 1 through 4 are examples of the Drainage and Use Easement and the effect of the foregoing provisions. The Diagrams are self-explanatory. The easements created hereby and as shown on the Plat shall be fixed and determined by Declarant's original construction and plot plans.

The Owner of a benefitted Lot with a wall enclosing any portion of the Drainage and Use Easement shall be solely responsible for all landscaping and maintenance within the Drainage and Use Easement for both the rear portion of the Drainage and Use Easement enclosed and the front portion of the Drainage and Use Easement not enclosed.

No landscaping shall be permitted which could undermine the strength of any adjacent wall or foundation, or which would require frequent watering so as to cause such undermining of adjacent walls or structures. No landscaping may impede drainage.

Each Owner shall have an easement onto the adjacent Lot or Common Area for purposes of maintenance and repair of landscaping, walls, structures and appurtenances. No improvements may be built or landscaping placed upon the Drainage and Use Easement area unless the same have been approved by the Architectural Committee.

In addition to the requirement of Architectural Committee approval, any owner wishing to modify the color, composition of building materials, location, or structure of that portion of his patio wall or Dwelling Unit wall lying immediately on or adjacent to the Drainage Easement, shall, if an adjacent home has been built, first notify the adjacent Owner and obtain the approval or disapproval of said adjacent Owner. The Architectural Committee may consider the wishes of the adjacent owner, but is not bound by his wishes and may act in a manner which it believes is in the best interests of the Properties, even if contrary to the desires of the adjacent Owner, and shall have no liability for doing so.

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 (usually a patio wall) along the Drainage and Use Easement between the front yard and rear yard may of necessity fluctuate as many as several feet in either direction as a result of construction of models by developer. This is partly explained by the attached Diagrams.

Regardless of any fluctuation in the precise location of patio walls, the easements intended hereby shall apply to the fullest extent, and the precise location of the dividing line (usually a patio wall) between the front and rear yards along the easement shall be determined by the Declarant's final construction of improvements and shall not be altered, except as provided above. Any incidental deviation in the location thereof which was caused in the course of original construction by the Declarant shall be deemed valid, and the Owner of the benefitted Lot shall be deemed to have a permanent and valid easement for encroachment.

The provisions of this Section requiring architectural approval, 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.

Declarant may elect, instead of constructing Dwelling Units five feet or more from the property lines, to build Dwelling Units directly on the Lot lines as "zero lot line" homes. Such homes may, but need not include homes with common walls, such as townhomes. If homes are built by Declarant having walls directly on the Lot lines dividing adjacent Lots, then the Drainage and Use Easements set forth above and shown on the Plat shall be deemed abandoned as to those Lots. Each Owner in such case 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 is limited to five feet in width.

ARTICLE VI

THE ASSOCIATION

SECTION 1: There shall be created the Fairfield's Pusch Ridge Homeowners Association. The Association shall be responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, management and operation of the Common Areas, Natural Area and Fairfield Wilderness Area. 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;

(b) the maintenance of the landscaped portions of the Common Areas;

(c) the operation, maintenance (including insurance) and, if necessary, the replacement, restoration or reconstruction of street signs, walls, fences, private sewers, if any, 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,

directors and officers liability insurance and errors and omissions insurance for the Board of Directors of the Association, subject, however, to Article XI Section 2 below.

(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: 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.

SECTION 3: At such time as Declarant relinquishes control to the Members, other than Declarant, of the operation of the Association, which may or may not be at the same time Declarant relinquishes its voting rights as provided in Article VIII 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.

ARTICLE VII

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 VIII

VOTING RIGHTS

SECTION 1: 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: Notwithstanding the provisions of Section 1 of this Article, no Member, other than Declarant, shall be entitled to vote on any matter until all the Lots as designated on the Plats, as defined herein, and within any annexed property pursuant to Article XVIII hereof, 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 IX

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. 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 Declaran. 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 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 shall personally 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, 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 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: Attorney's 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, in accordance with section 8 below, determine assessments whereby each Owner shall pay to the Association within ten (10) days from the receipt of notice of assessment and invoice, a sum equal to the estimated pro rata share for that Owner of Association costs and expenses to be incurred in the performance of its obligations. These costs and 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 estimated 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 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 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 or in the event that other unexpected expenses arise 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, the Declarant shall not have any obligation to pay assessments for any Lots it owns. 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.

SECTION 11: Assessments by Master Association. Assessments chargeable to the Owners hereunder are

in addition to any assessments charged by the Master Association. The lien of assessments provided for herein, including, without limitation, any fees, costs, late charges or interest which may be levied by the Association in connection with unpaid assessments, shall be and is subordinate to the lien of the Master Association, in accordance with the Master Declaration.

ARTICLE X

MORTGAGEE'S PROTECTION PROVISIONS

SECTION 1: 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.

SECTION 2: 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: 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: 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: 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 monetary 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: 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: 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: 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: 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.

ARTICLE XI

INSURANCE OF COMMON AREAS

SECTION 1: 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 (including the Natural Area and Fairfield Wilderness Area if owned by the Association) 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. 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.

SECTION 2: 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, but not Declarant, 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).

So long as Declarant retains its exclusive voting rights, Declarant may insure the Common Areas and other risks and matters set forth above under the corporate

policies of Fairfield Sunrise Village, Inc. and its affiliates, rather than purchasing separate coverage. Separate policies and coverage must be obtained, however, after such time as Declarant's exclusive voting rights have expired.

SECTION 3: 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 standards and specifications of the original improvement, unless otherwise permitted by the Architectural Committee.

ARTICLE XII

OWNER'S RESPONSIBILITIES

SECTION 1: 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: 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 XIII

ARCHITECTURAL COMMITTEE

SECTION 1: There shall be established an Architectural Committee which Architectural Committee shall act in accordance with this Article. 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. 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.

Declarant is exempt from Architectural Committee review.

SECTION 2: 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: 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, other than Declarant, 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 be 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 Sunrise Village Inc., or any other agent of Declarant, shall not be subject to the provisions of this Article.

SECTION 4: 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: 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;

(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: Without limitation, all grading of rear yard areas is subject to approval of the Architectural Committee. The Plats designate an area to the rear of certain Lots approximately 90 feet from the front of each Lot, beyond which grading for additional improvements shall not be permitted without the consent of the Architectural Committee and the Town of Oro Valley as well.

The land on each such affected Lot beyond the designated line on the Plats, where applicable (located approximately 90 feet from the front of the Lot), shall be used generally as a private natural area on each Lot and

shall be undisturbed, except that in the course of construction, the Declarant may encroach within this area up to five feet for construction access, delivery of materials, and similar construction related activities. The private natural area on each Lot designated by the aforementioned line shall, except as stated, be maintained in its natural state to the extent reasonably possible with native vegetation and landscaping and with no improvements constructed without the consent of the Town of Oro Valley.

SECTION 7: 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 8: 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 9: Notwithstanding any other provisions of this Article, Declarant shall not be responsible to submit any plans or seek approval for structures or improvements the Declarant or its agents

shall place on the Properties.

SECTION 10: 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 section shall not apply to Declarant, and neither Declarant nor its employees shall be disqualified from performing functions of the Architectural Committee.

ARTICLE XIV

USE RESTRICTIONS

SECTION 1: Land Use and Building Type. No improvement or structure whatever, other than a first-class private dwelling house, guest house, patio walls, swimming pool and customary outbuildings, or garage 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 applicable zoning and building regulations, including the La Reserve Design Guidelines. 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, in height, the height required by law in connection with private yard swimming pools, 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, except that certain decorative concrete walls may with the approval of the Architectural Committee be used for certain components of planting areas, retaining walls, and limited portions of a courtyard walls, provided the walls are treated with a textured finish or stucco material acceptable as a quality custom finish in harmony with the subdivision.

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 the Properties or 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.

SECTION 8: Mobile Homes, Temporary Houses, 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, at the time of construction, 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 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 offroad parking spaces shown on approved plans. Parking spaces shall include the paved driveways in each Lot and 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 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 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, except by Declarant in the course of development.

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 Association. 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 Association.

SECTION 20: Signs. No billboards or

advertising signs of any character shall be erected or permitted on any Lot or Dwelling Unit, other than a name plate of the occupant of the residence, and provided such name plate has been approved by the Architectural Committee. No "for sale", "open house", or similar signs of any type shall be erected on or permitted at any time on any Lot or on the Common Areas, except that one such sign not to exceed four square feet in size may be visible in the windows of a Dwelling Unit for sale.

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: Clotheslines. Clotheslines shall be of a retractable type concealed from view of neighboring Lots and streets.

SECTION 22: 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 23: Waivers. Any or all of the restrictions of this Article 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 24: 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 25: Exemption of Declarant. Nothing in this Declaration shall limit the right of Declarant or its agents 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 remains unsold, or to use any Lot or structure in the subdivision as a model home or real estate sales, administrative or leasing office, or as a parking area. It is acknowledged that Declarant's construction activity will cause noise and disturbance, and will take place at early morning and evening hours. Such activity is, nevertheless, permissible and no Owner shall have the right to interfere with Declarant's activities, all of which shall be deemed a normal consequence of subdivision development. 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.

ARTICLE XV

MODELS, SALES AND ADMINISTRATIVE OFFICE

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

ARTICLE XVI

NATURAL AREA

The Natural Area, as defined herein (excluding private natural areas within individual Lots), and Fairfield Wilderness Area may be deeded to the Association (and become a part of the Common Area) by Declarant at any time prior to Declarant having relinquished its exclusive voting rights set forth in Article VIII above. In the event the Association should so acquire title to the Natural Area or Fairfield Wilderness Area, the Association shall include it in its policy of hazard and liability insurance and shall own, maintain and operate the Natural Area and/or Fairfield Wilderness Area for the benefit of all Owners, subject to the Natural Area Covenants, and this Declaration. The Natural Area and/or Fairfield Wilderness Area shall, in such case, be considered an addition to Common Area, except that the more restrictive provisions of the Natural Area Covenants shall apply.

Notwithstanding the provisions of this Declaration, Declarant reserves the right to convey the Natural Area and/or Fairfield Wilderness Area to the Master Association.

ARTICLE XVII

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 the Drainage and Use Easement shall constitute a party wall if it provides a wall common to enclosed rear yard area of two adjacent Dwelling Units. A party wall, for example, may consist of both a patio wall and a bearing wall of a Dwelling Unit, as shown on Diagram 1 attached hereto. 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 are to be developed with structures having common lot lines and common party walls, whether common to Lot lines or the Drainage and Use Easement boundary lines. 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 the dividing lines between Lots or on the boundary lines of the Drainage and Use Easements as set forth above.

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. The Declarant or the Architectural Committee may require that unauthorized changes be restored to their original condition.

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. Neither Declarant nor the Architectural Committee shall be required to arbitrate any party wall dispute.

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 a part of a Dwelling Unit.

ARTICLE XVIII

GENERAL PROVISIONS

SECTION 1: 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.

If, after reasonable efforts, the Association is unable to enforce any provision hereof, it shall have the right to request that the Master Association enforce the building and use provisions of this Declaration by action of law or equity.

SECTION 2: 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: 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: 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: 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, including Declarant, 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, 2015, 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 or institution which purchases Mortgages.

SECTION 6: Declarant reserves the right, but not the duty, so long as it retains its exclusive voting rights or so long as it owns a single Lot in the Properties, to annex from time to time additional land under the purview of this Declaration. Said land to be annexed, if any, shall be from within the land described on Exhibit D attached hereto (the "Annexation Land"), and may include all or any part or parts thereof. Annexations may occur at separate or successive times without limitation and in Declarant's sole discretion. Land to be annexed from the Annexation Land may include subdivided or unsubdivided land or Lots and common areas and open spaces shown upon one or more subdivision plats of the Annexation Land, and upon annexation, the land shall be considered a

part of the Properties with all provisions hereof to apply to the annexed land as if said land had originally been subject to the Declaration.

Declarant, pursuant to this reserved right, may record Declarations of Annexation setting forth the land annexed and any supplemental or different terms applicable thereto. Additionally, Declarant reserves the right to amend this Declaration in any way necessary to effectuate Declarant's reserved rights of annexation. Declarant reserves easements for access, ingress, egress, sewer, and utilities under and across all Common Areas to all of the Annexation Land, whether or not said Annexation Land is ever annexed.

Without limitation, the owners of lots in the Annexation Land shall, upon annexation, be deemed Members of the Association, subject to the same rights, duties and assessment payment obligation of all other Members, except that Declarant reserves the right to establish recreational facilities and common areas which may be for the benefit of only certain of the lots annexed or to be annexed. If such recreational facilities or common areas are established for the benefit of only certain lot owners or members, Declarant may also establish special provisions for assessments and voting rights applicable only to the benefitted lots or owners.

All terms of the Natural Area Covenants and all

provisions hereof pertaining to the Fairfield Wilderness Area shall be complied with notwithstanding any such annexation.

SECTION 7: 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, 2015, 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 8: 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 for 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: 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.

DATED: 6/12/90

LAWYERS TITLE OF ARIZONA
an Arizona corporation, as
Trustee under Trust
No. 7243-T and not
otherwise.

BY: [Signature]
Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the 12th day of June, 1990, by JOYCE M. BOGDA, Trust Officer of Lawyers Title of Arizona, an Arizona Corporation.

[Signature]
Notary Public

My Commission Expires:


5742
0471s  OFFICIAL SEAL
DORIS J. CLARK
NOTARY PUBLIC
My Commission Expires
1992

EXHIBIT A
DESCRIPTION OF NATURAL AREA

8867. 1126

That portion of Section 8, Township 12 South, Range 14 East, G11a and Salt River Meridian, Pima County, Arizona, described as follows;

COMMENCING at the southwest corner of said Section 8;

THENCE N 00° 04' 09" E along a straight line between the southwest corner of said Section 8 and the northwest corner of said Section 8 a distance of 1,942.30 feet to Point "A";

THENCE S 63° 50' 37" E 14.68 feet to the POINT OF BEGINNING;

THENCE N 63° 30' 00" E 422.96 feet;

THENCE N 09° 00' 00" E 281.72 feet;

THENCE N 44° 45' 17" E 211.34 feet;

THENCE S 72° 00' 00" E 362.10 feet;

THENCE S 38° 00' 00" E 218.36 feet;

THENCE S 31° 00' 00" E 181.75 feet;

THENCE S 40° 00' 00" E 155.99 feet;

THENCE S 47° 00' 00" E 187.15 feet;

THENCE S 31° 48' 52" E 107.77 feet;

THENCE S 43° 16' 27" E 102.63 feet;

THENCE S 00° 00' 00" E 153.77 feet;

THENCE S 11° 00' 00" E 243.43 feet;

THENCE S 40° 00' 00" 298.90 feet to Point "B";

THENCE N 63° 50' 37" W 215.75 feet;

THENCE N 42° 50' 53" W 1,046.28 feet;

THENCE S 78° 16' 48" W 610.58 feet;

THENCE N 63° 50' 37" W 271.46 feet to the POINT OF BEGINNING,
TOGETHER WITH the following described parcel;
COMMENCING at said Point "A";
THENCE N 63° 50' 37" W 62.34 feet;
THENCE N 44° 45' 17" E 1,102.87 feet;
THENCE S 35° 33' 39" E 140.00 feet;
THENCE N 54° 26' 21" E 127.29 feet to the POINT OF BEGINNING;
THENCE continue N 54° 26' 21" E 546.22 feet;
THENCE N 47° 11' 26" E 2,342.07 feet;
THENCE S 31° 14' 33" E 240.42 feet;
THENCE S 52° 37' 16" W 287.50 feet;
THENCE S 55° 22' 46" E 499.46 feet;
THENCE S 34° 37' 14" W 32.47 feet;
THENCE S 82° 51' 19" W 149.20 feet;
THENCE S 53° 08' 54" W 90.25 feet;
THENCE S 29° 05' 02" W 98.13 feet;
THENCE S 18° 47' 15" E 111.15 feet;
THENCE S 50° 50' 55" E 350.47 feet;
THENCE S 65° 00' 00" E 180.00 feet;
THENCE S 12° 00' 00" E 256.00 feet;
THENCE S 28° 00' 00" E 615.72 feet;
THENCE S 44° 00' 00" W 219.91 feet;

THENCE N 40° 00' 00" W 351.37 feet;
THENCE N 37° 37' 18" W 574.33 feet;
THENCE S 58° 24' 32" W 299.55 feet;
THENCE S 21° 55' 41" E 290.21 feet;
THENCE S 40° 53' 51" E 875.19 feet;
THENCE S 40° 00' 00" W 260.00 feet;
THENCE N 50° 00' 00" W 237.28 feet;
THENCE N 39° 12' 55" W 497.58 feet;
THENCE N 51° 28' 06" W 240.35 feet;
THENCE N 35° 58' 50" W 731.90 feet;
THENCE N 48° 50' 57" W 431.11 feet;
THENCE S 47° 22' 28" W 160.09 feet;
THENCE S 31° 48' 46" E 590.65 feet;
THENCE S 39° 21' 29" E 442.28 feet;
THENCE S 31° 53' 39" E 308.49 feet;
THENCE S 44° 01' 06" E 400.00 feet;
THENCE S 40° 00' 00" E 303.35 feet;
THENCE S 53° 00' 00" W 299.90 feet;
THENCE N 61° 43' 10" W 315.16 feet;
THENCE N 27° 00' 00" W 129.53 feet;
THENCE N 48° 00' 00" W 100.25 feet;
THENCE N 36° 08' 49" W 530.00 feet;
THENCE N 51° 06' 03" W 85.00 feet;
THENCE S 65° 00' 00" W 441.12 feet;
THENCE S 31° 00' 00" E 239.15 feet;

THENCE S 50° 00' 00" E 313.00 feet;
THENCE S 57° 46' 25" E 257.37 feet;
THENCE S 52° 28' 56" E 386.50 feet;
THENCE S 48° 45' 34" E 240.29 feet;
THENCE S 50° 00' 00" W 125.06 feet;
THENCE N 40° 00' 00" W 235.14 feet;
THENCE N 60° 00' 00" W 285.00 feet;
THENCE N 71° 00' 00" W 260.00 feet;
THENCE N 55° 00' 00" W 210.00 feet;
THENCE N 38° 00' 00" W 447.87 feet;
THENCE N 47° 00' 00" W 205.75 feet;
THENCE N 40° 00' 00" W 128.01 feet;
THENCE N 31° 00' 00" W 178.25 feet;
THENCE N 38° 00' 00" W 161.12 feet;
THENCE N 48° 00' 00" W 306.42 feet to the POINT OF BEGINNING;
TOGETHER WITH the following described parcel;
COMMENCING at said Point "B";
THENCE S 63° 50' 37" E 1,116.26 feet to the POINT OF BEGINNING;
THENCE S 77° 47' 29" E 330.16 feet;
THENCE S 67° 27' 24" E 313.45 feet;
THENCE S 75° 09' 28" E 295.95 feet;
THENCE S 81° 24' 13" W 120.79 feet;

8867 1130

AS
THENCE N 87° 43' 52" W 239.88 feet;
THENCE N 63° 50' 37" W 622.36 feet to the POINT OF BEGINNING;
All 3 parcels together containing 103.56 acres, more or less.

8867 1131

EXHIBIT B

DESCRIPTION OF FAIRFIELD WILDERNESS AREA

8867 1132

DESCRIPTION OF FAIRFIELD WILDERNESS AREA

That portion of Section 8, Township 12 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows;

COMMENCING at the southeast corner of said Section 8;

THENCE N 89° 47' 48" W along the south line of said Section 8 a distance of 1,894.07 feet;

THENCE N 06° 01' 35" E 207.74 feet;

THENCE N 89° 57' 30" E 225.80 feet;

THENCE N 07° 16' 45" E 11.39 feet to the POINT OF BEGINNING;

THENCE continue N 07° 16' 45" E 69.21 feet;

THENCE N 83° 12' 06" E 80.89 feet to Point "A";

THENCE S 48° 42' 55" W 118.56 feet to the POINT OF BEGINNING;

TOGETHER WITH the following described parcel;

COMMENCING at said Point "A";

THENCE N 83° 12' 06" E 7.65 feet;

THENCE N 49° 06' 26" E 1,160.73 feet;

THENCE N 20° 33' 36" E 26.00 feet to the POINT OF BEGINNING;

THENCE continue N 20° 33' 36" E 200.15 feet;

THENCE N 00° 25' 25" W 595.82 feet;

THENCE N 28° 02' 43" W 293.70 feet;

THENCE N 43° 59' 54" W 84.41 feet;

THENCE N 25° 47' 51" E 145.68 feet to Point "B";

THENCE S 31° 14' 33" E 987.12 feet;

THENCE S 48° 42' 55" W 591.59 feet to the POINT OF BEGINNING;

TOGETHER WITH the following described parcel;
COMMENCING at said Point "B";
THENCE N 25° 47' 51" E 10.96;
THENCE N 29° 21' 21" W 1372.96 feet;
THENCE N 39° 02' 39" W 400.73 feet to the POINT OF BEGINNING;
THENCE continue N 39° 02' 39" W 44.24 feet;
THENCE N 55° 22' 46" W 684.37 feet;
THENCE N 52° 37' 16" E 287.50 feet;
THENCE S 31° 14' 33" E 699.10 feet to the POINT OF BEGINNING;
All three parcels together containing 7.279 acres, more or less.

PREPARED BY:
MCGOVERN, MacVITTIE & ASSOCIATES, INC.



James L. Dean, R.L.S.

8867 1134

EXHIBIT C

DESCRIPTION OF EXTERIOR WILDERNESS AREA

8867

1135

Exterior
Wilderness Area

All that portion of land situated in Section 3 and 6,
Township 12 South, Range 14 East, Gila and Salt River
Meridian, Pima County, Arizona, more particularly described
as follows:

Beginning at the southeast corner of said Section 4, thence
North $89^{\circ}47'48''$ West along the south line of said section a
distance of 1894.07 feet;

Thence North $06^{\circ}01'35''$ East a distance of 207.74 feet;

Thence North $89^{\circ}57'30''$ East a distance of 225.80 feet;

Thence North $07^{\circ}16'45''$ East a distance of 40.40 feet;

Thence North $03^{\circ}12'06''$ East a distance of 88.54 feet;

Thence North $49^{\circ}06'26''$ East a distance of 1160.73 feet;

Thence North $20^{\circ}33'36''$ East a distance of 226.15 feet;

Thence North $00^{\circ}25'25''$ West a distance of 595.82 feet;

Thence North $28^{\circ}02'41''$ West a distance of 293.70 feet;

Thence North $43^{\circ}59'54''$ West a distance of 84.41 feet;

Thence North $25^{\circ}47'51''$ East a distance of 156.64 feet;

Thence North $29^{\circ}21'21''$ West a distance of 1272.96 feet;

8867 1136

Thence North 39°02'39" West a distance of 444.97 feet;
Thence North 55°22'46" West a distance of 684.37 feet;
Thence North 52°37'16" East a distance of 981.58 feet;
Thence North 37°22'44" West a distance of 210.00 feet;
Thence North 52°37'16" East a distance of 380.00 feet to a
point on the south line of said Section 5, from which the
south one-quarter corner bears South 89°47'53" West a
distance of 1325.30 feet;

Thence North 03°56'08" East a distance of 206.75 feet;

Thence South 37°38'47" East a distance of 259.73 feet to a
point on the north line of said Section 8;

Thence South 35°23'22" East a distance of 489.06 feet;

Thence South 35°23'58" East a distance of 713.34 feet;

Thence South 35°19'01" East a distance of 249.55 feet;

Thence South 54°26'06" East a distance of 688.89 feet to a
point on the east line of said Section 8;

Thence South 30°01'51" East along said east line a distance
of 4080.53 feet to the point of beginning.

Said portion of land containing 130.90 acres, more or less.

MO:SHS:dmh
(W-LEG-2)

8867 1137

EXHIBIT D

DESCRIPTION OF ANNEXABLE LAND

This Exhibit includes all of the land described on pages i through v attached.

8867 1138

That portion of Section 7 and 8, Township 12 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows;

COMMENCING at the southwest corner of said Section 8;

THENCE N 00° 04' 09" E along a straight line between the southwest corner of said Section 8 and the northwest corner of said Section 8 a distance of 1,942.31 feet to the POINT OF BEGINNING;

THENCE N 63° 50' 37" W 68.34 feet;

THENCE N 44° 45' 17" E 1,102.87 feet;

THENCE S 35° 33' 39" E 140.00 feet;

THENCE N 54° 26' 21" E 673.51 feet;

THENCE N 47° 11' 26" E 2,342.07 feet;

THENCE S 31° 14' 33" E 3,701.84 feet;

THENCE S 48° 42' 55" W 1,909.67 feet;

THENCE N 63° 50' 37" W 3,952.41 feet to the POINT OF BEGINNING;

Containing 250.683 acres, more or less.

That portion of Sections 7 and 8, Township 12 South Range, 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of said Section 8;

THENCE N 00° 04' 09" E along a straight line between the southwest corner of said Section 8 and the northwest corner of said Section 8 a distance of 2,221.19 feet;

THENCE S 89° 55' 51" E 184.74 feet to the POINT OF BEGINNING;

THENCE N 47° 23' 58" W 199.14 feet;

THENCE N 13° 26' 22" W 218.23 feet;

THENCE N 60° 32' 42" E 169.28 feet;

THENCE N 72° 25' 51" E 136.59 feet;

THENCE S 81° 43' 06" E 85.12 feet;

THENCE N 81° 52' 56" E 208.93 feet;

THENCE S 78° 13' 14" E 95.83 feet;

THENCE S 44° 45' 17" W 660.72 feet to the POINT OF BEGINNING;

Containing 3.833 acres, more or less.

That portion of the southwest quarter of Section 8, Township 12 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona described as follows;

COMMENCING at the southwest corner of said Section 8;

THENCE N 00° 04' 09" E along a straight line between the southwest corner of said Section 8 and the northwest corner of said Section 8 a distance of 1,972.36 feet;

THENCE N 89° 55' 51" W 61.38 feet;

THENCE N 44° 45' 17" E 1102.87 feet to the POINT OF BEGINNING;

THENCE S 73° 52' 24" W 165.20 feet;

THENCE S 78° 13' 14" E 95.83 feet;

THENCE N 44° 45' 17" E 92.16 feet to the POINT OF BEGINNING;

Containing 0.085 acres, more or less

That portion of Section 8, Township 12 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows;

COMMENCING at the southwest corner of said Section 8;

THENCE N 00° 04' 09" E along a straight line between the southwest corner of said Section 8 and the northwest corner of said Section 8 a distance of 1,972.36 feet;

THENCE N 89° 55' 51" W 61.38 feet;

THENCE N 44° 45' 17" E 1,102.87 feet to the POINT OF BEGINNING;

THENCE S 35° 33' 39" E 140.00 feet;

THENCE N 54° 26' 21" E 195.83 feet;

THENCE West 240.73 feet to the POINT OF BEGINNING;

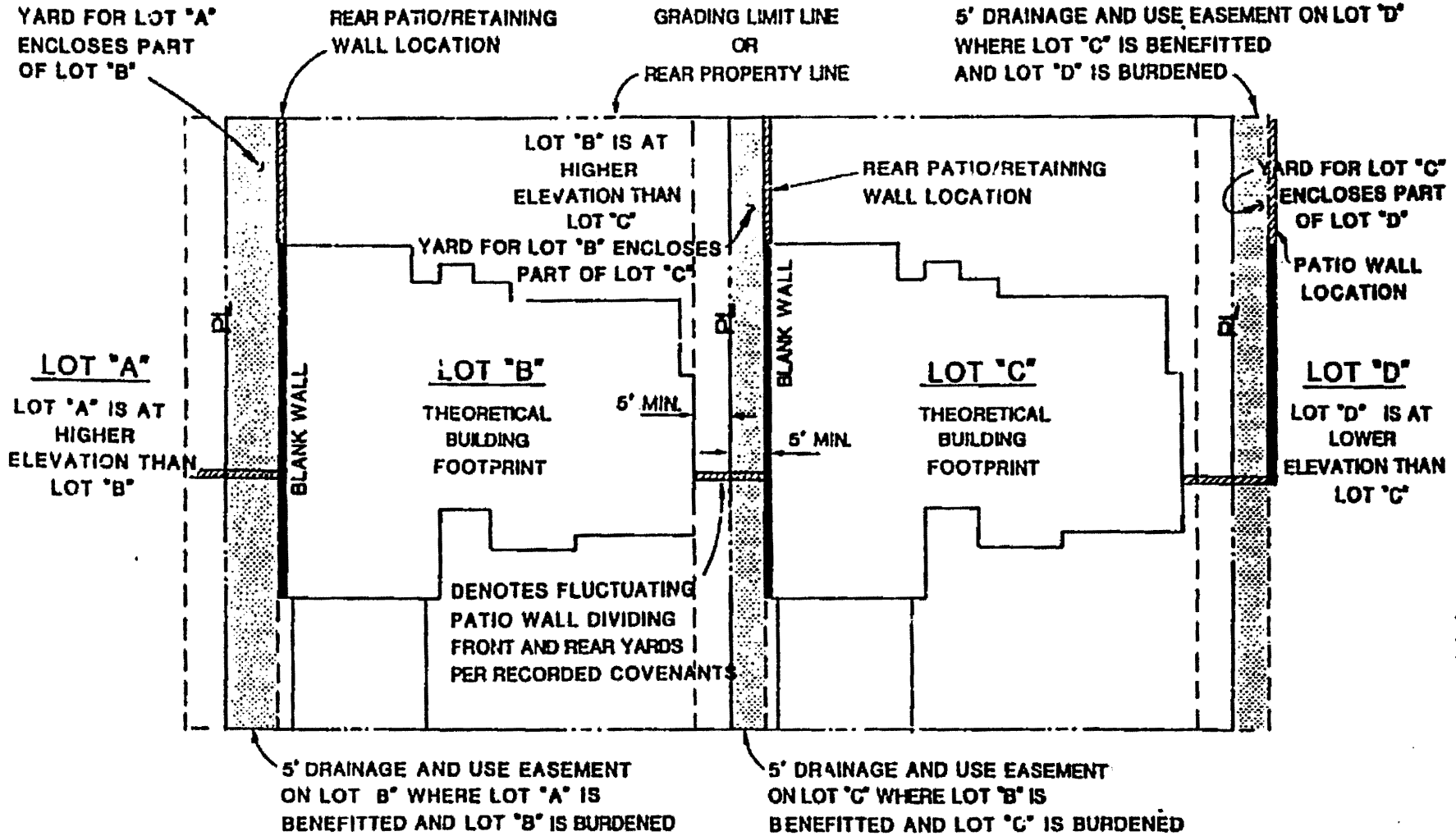
Containing 0.315 acres, more or less.

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1143

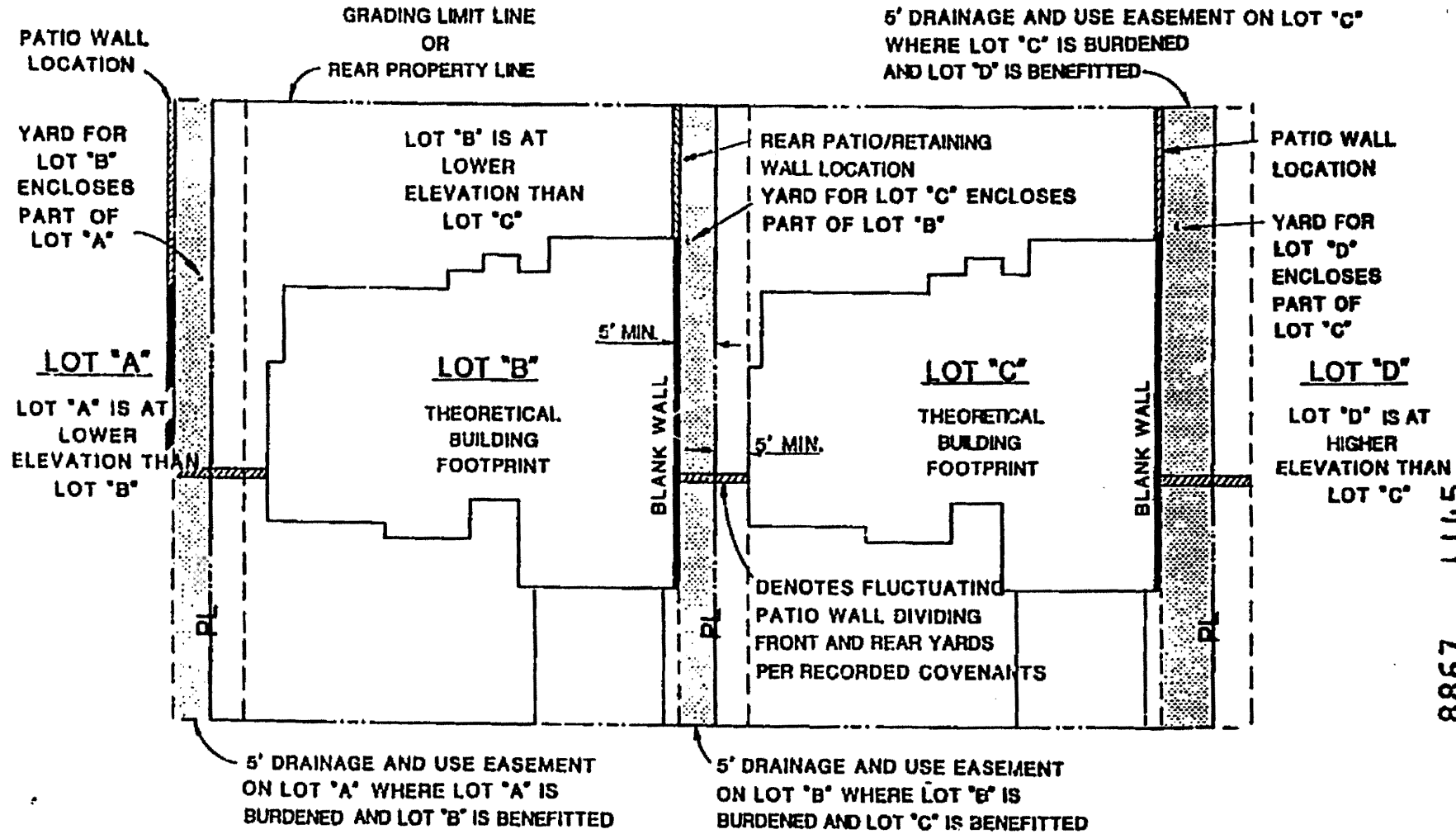
(EXAMPLE ONLY - NOT A REPRESENTATION)

DIAGRAM 1
SLOPE



STREET

(EXAMPLE ONLY - NOT A REPRESENTATION)
DIAGRAM 2
SLOPE

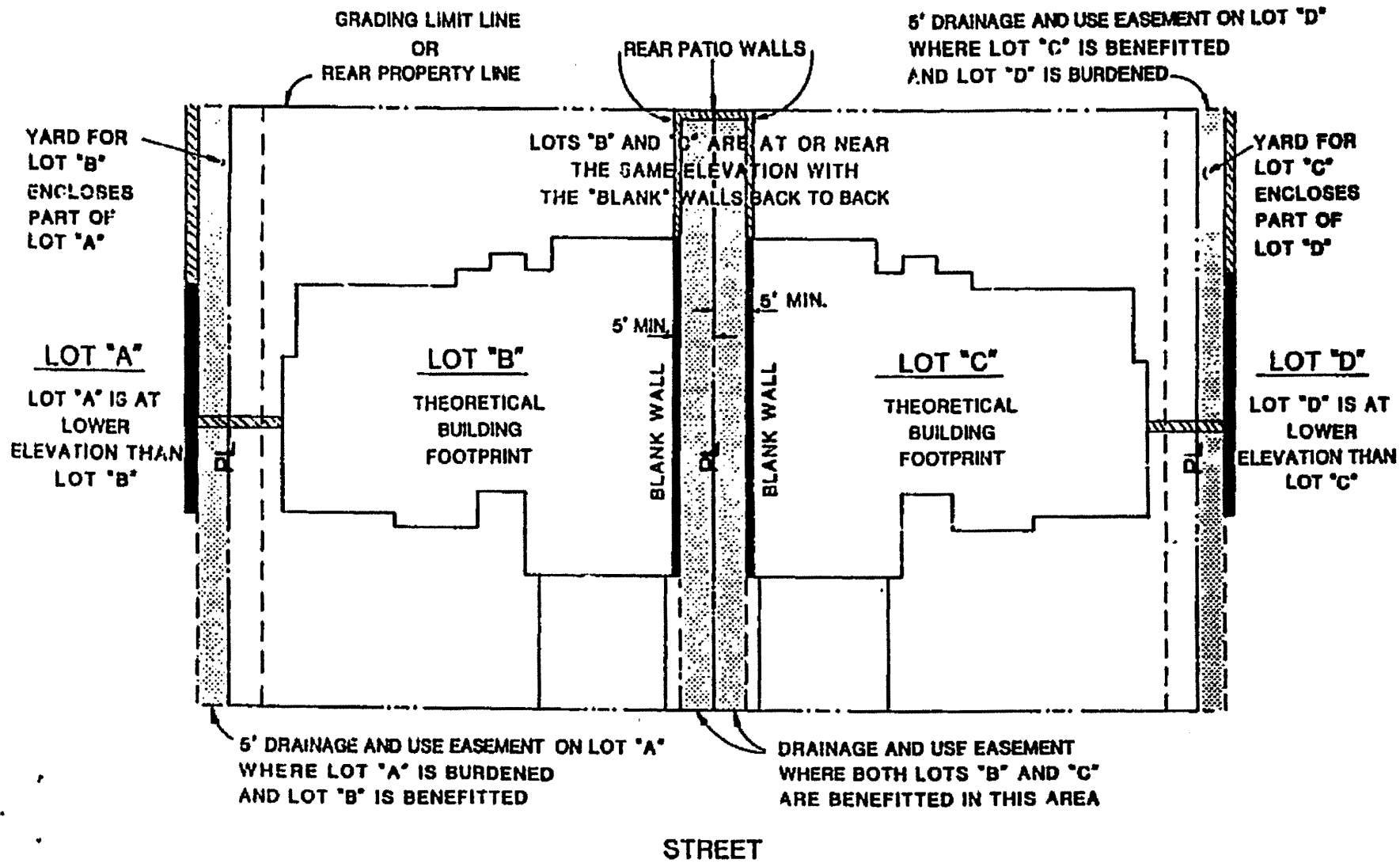


STREET

8867 1145

(EXAMPLE ONLY - NOT A REPRESENTATION)

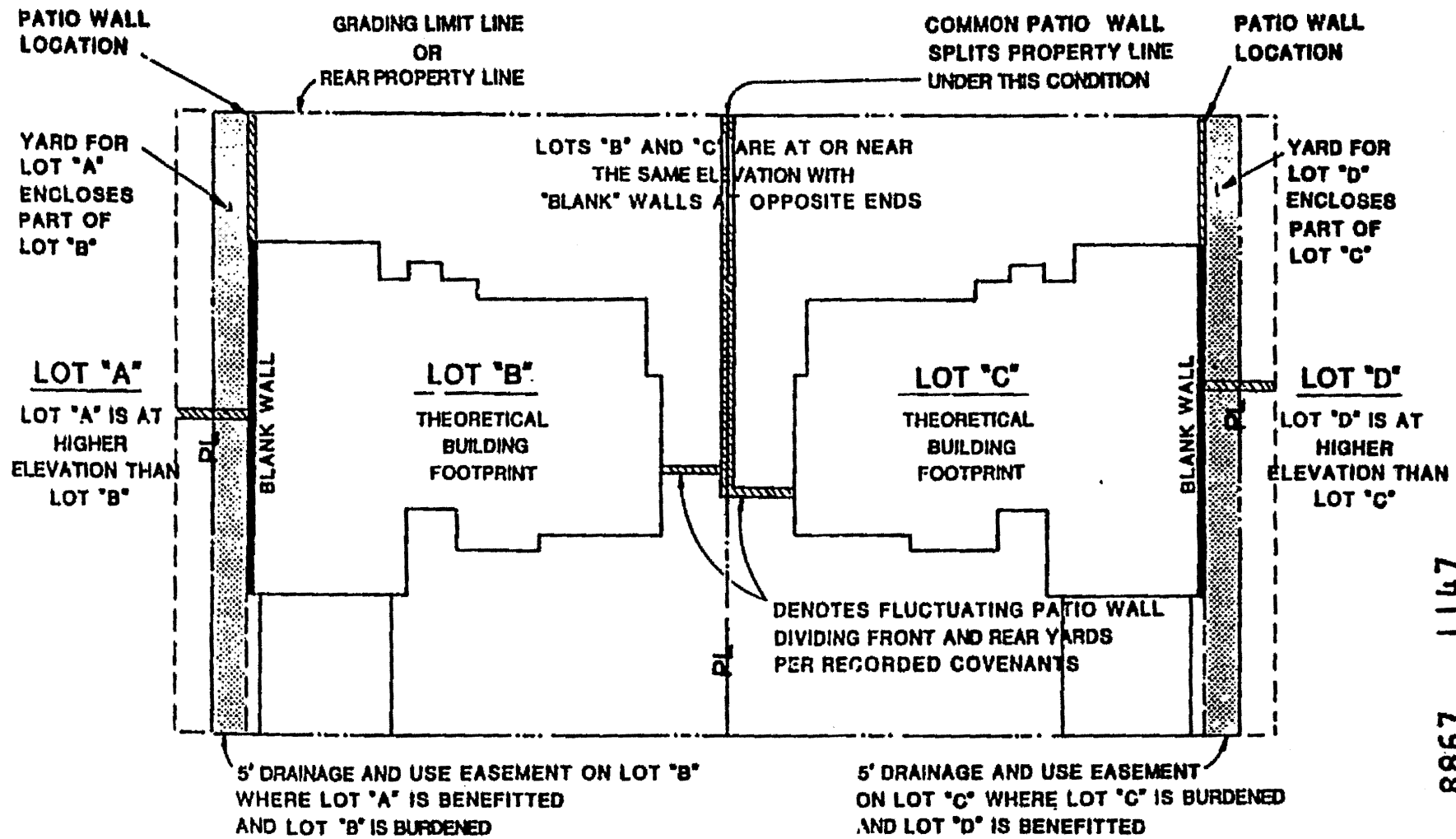
DIAGRAM '3
CREST CONDITION



8867 1146 2988

(EXAMPLE ONLY - NOT A REPRESENTATION)

DIAGRAM 4 VALLEY CONDITION



STREET

8867 1147