

F. ANN RODRIGUEZ, RECORDER  
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DEPUTY RECORDER  
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TFATI  
ELECTRONIC COMMUNITIES  
10940 N STALLARD PL  
ORO VALLEY AZ 85737



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WHEN RECORDED, MAIL TO:  
Electronic Communities, Inc.  
10940 N. Stallard Place  
Oro Valley, Arizona 85737

**SECOND AMENDMENT**  
**TO**  
**DECLARATION OF ESTABLISHMENT OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS OF**  
**FAIRFIELD'S PUSCH RIDGE AT LA RESERVE**

11067-9-01-7-23

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**SECOND AMENDMENT TO  
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF FAIRFIELD'S PUSCH RIDGE AT LA RESERVE**

KNOW ALL MEN BY THESE PRESENTS:

First American Title/Trust, <sup>Insurance Company, a California corporation</sup> solely as Trustee, and not otherwise, under Trust No. 4546 (the "Trust"), and its sole beneficiary, Electronic Communities, Inc., a Nevada corporation, hold title to the real property, including the subdivisions, lots, common and other areas ("Properties"), legally described in EXHIBIT "A" attached, and by this reference incorporated herein. Electronic Communities, Inc. ("Declarant"), is the successor Declarant under the terms of the original Declaration of Establishment of Covenants, Conditions and Restrictions of Fairfield's Pusch Ridge at La Reserve, recorded in Book 8152 at Page 1724, Records of Pima County, and as amended and superseded by the First Amended and Restatement of Declaration of Establishment of Covenants, Conditions and Restrictions of Fairfield's Pusch Ridge at La Reserve ("Restated Declaration"), recorded in Book 8867 at Page 1061.

This Second Amendment of Declaration of Establishment of Covenants, Conditions and Restrictions of Fairfield's Pusch Ridge at La Reserve ("Second Amendment") is intended to supplement and amend the Restated Declaration, to expand the application of this Second Amendment and the Restated Declaration to include and apply to all the Properties legally described in EXHIBIT "A" attached. For purposes of this Second Amendment, the definitions of the Restated Declaration shall apply and the provisions of the Restated Declaration shall remain in effect except as supplemented and amended herein. In the event of any conflict between this Second Amendment and the Restated Declaration, this Second Amendment shall control.

Pursuant to the terms of the Restated Declaration, Declarant declares that the Restated Declaration is hereby amended and supplemented as follows:

1. MASTER DECLARATION OF LA RESERVE. The Properties are part of that certain Planned Community within the Town of Oro Valley known as La Reserve and are subject to the requirements and restrictions of the Master Declaration of Establishment of Covenants, Conditions and Restrictions of La Reserve ("Master Declaration"), recorded at Book 7414, at Page 1370, in the official Records of Pima County, and all amendments thereto, and all rules and regulations ("La Reserve Rules") and design guidelines ("La Reserve Design Guidelines") adopted pursuant to the provisions of the Master Declaration. The Restated Declaration and this Second Amendment are subordinate to the Master Declaration and shall not be construed to establish any requirements less restrictive than the Master Declaration, or to permit any use or activity within the Properties which are prohibited by the Master Declaration or the La Reserve Rules or La Reserve Design Guidelines.

2. ARCHITECTURAL COMMITTEE. The Architectural Committee provided for in Article XIII of the Restated Declaration ("Architectural Committee") shall exercise the authority granted in the Restated Declaration. The Architectural Committee, pursuant to a delegation of authority approved by the Master Association, shall also exercise the

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authority for architectural control and approvals within the Properties granted to the Master Association by the Master Declaration. As long as the above referenced delegation of authority from the Master Association is in effect, the Architectural Committee shall include a representative of the Master Association's Architectural Review Committee ("LRARC"). The Design Guidelines adopted for the development of the Properties shall incorporate by reference the La Reserve Design Guidelines and shall be consistent with all design concepts for the Properties approved by the Master Association. Upon completion (as evidenced by a Certificate of Occupancy), each Dwelling Unit within the Properties will also be subject to architectural control by the LRARC using the La Reserve Design Guidelines. Declarant and the Architectural Committee shall comply with all other requirements of the Master Association's delegation of authority.

3. SPECIAL RESTRICTIONS. This Second Declaration is intended to establish and authorize the adoption of special architectural controls and Design Guidelines for the development of the residential lots, common and other areas within the Properties. The special architectural controls and Design Guidelines are intended to be more restrictive than the restrictions imposed by the Master Declaration, the La Reserve Design Guidelines or the Restated Declaration. Consequently, the Design Guidelines for the Properties shall incorporate special features in order to create an environment within the Properties consistent with an exclusive and upscale Tuscan Village concept. To create and preserve this unique environment, very strict restrictions and controls shall be imposed on the design, architecture, construction, and other aspects of the development of Lots within the Properties. All Improvements, shall be consistent in quality of design and construction as set forth in the Design Guidelines and any discretionary approval of the Architectural Committee. The Declarant shall have the right to require, as part of the purchase of any Lot, for the purchaser to designate a design scheme for the development of the Lot and to consent to Declarant's designation of a contractor to construct the improvements on the Lot being purchased.

4. RENTAL AND OCCUPANCY RESTRICTIONS. The integrity of the Properties and the value of the Lots are best served and protected if owned for occupancy as a principal residence, and not rental or principally for investment purposes. The Association, either by its Board of Directors or by delegation to the Architectural Control Committee, shall adopt rules and regulations precluding or limiting the right of owners of lots to rent or lease residences constructed on Lots within the Properties. No residence or Lot within the Properties shall be rented or leased without submittal of all agreements and material terms of such proposed rental or lease to the Architectural Control Committee, or such other Committee as the Board may establish or designate; and the proposed rental or lease shall not be authorized until written consent and approval is given by the Architectural Control Committee, or such other Committee as the Board may establish or designate. Declarant may also protect against the purchase of Lots or residences constructed on Lots for investment or rental purposes by reserving an option to repurchase the Lot or residence for a reasonable time period and upon the occurrence of certain events or conditions Declarant, in its discretion, deems appropriate. No more than seven (7) residences or Lots may be rented within the Properties at any given time.

5. PRIVATE SEWER FACILITIES AND PIMA COUNTY AGREEMENT. Private sewer lines, pumps, treatment and other facilities will be installed to provide sewer service to the Lots within the Properties ("Private Sewer Facilities"). The installation and

maintenance of the Private Sewer Facilities, as well as certain related public sewer improvements, are the subject of an agreement with Pima County ("Pima County Agreement"). The Association shall establish and adopt a comprehensive program for compliance with the requirements of the Pima County Agreement. The maintenance of the Private Sewer Facilities, including the related public sewer improvements, shall be the obligation and within the exclusive control of the Association. The Private Sewer Facilities shall be maintained, repaired, replaced, and reconstructed pursuant to an adopted and regular maintenance schedule, including, but not limited to, regular inspection and routine, and special maintenance to keep the Private Sewer Facilities (including the related public sewer improvements) working properly. The owners of Lots shall be responsible for the sewer facilities located within their respective Lot. The Association shall, as part of its regular and special assessments, provide sufficient funds for the proper maintenance, repair, replacement and reconstruction of the Private Sewer Facilities and the related public sewer improvements.

6. ASSESSMENTS BY MASTER ASSOCIATION. ARTICLE IX, SECTION 11 is hereby replaced as follows. 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. Pursuant to the Master Declaration, the approval, in writing, of the Master Association shall be required to add, amend, delete or terminate any material provisions of this Declaration or the Bylaws, which establish, provide for, govern or regulate payment of assessments to the Master Association, voting rights in the Master Association or any other matter materially involving the Master Association or the Master Declaration.

7. DECLARATION OF ANNEXATION. Declarant hereby declares all land described within Exhibit D of the Amended and Restatement of Declaration of Establishment of Covenants, Conditions and Restrictions of Fairfield's Pusch Ridge at La Reserve ("Restated Declaration"), recorded in Book 8867 at Page 1061 be hereby annexed.

8. BINDING EFFECT. Declarant hereby declares that all of the Properties, and any property hereafter annexed pursuant to this Second Amendment or the Restated Declaration, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, charges, liens, easements and reservations of the Master Declaration, the Restated Declaration and this Second Amendment, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots and common and other areas within the Properties.

06.11.30

CONSENTED TO:

La Reserve Home Owners Association

By: \_\_\_\_\_

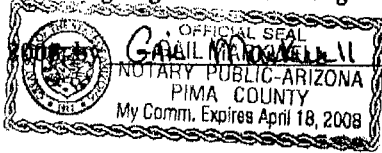
President

STATE OF ARIZONA )

: ss.

COUNTY OF PIMA )

The foregoing was acknowledged before me this 8 day of January,



\_\_\_\_\_  
Notary Public

My Commission Expires: 4-18-08

DECLARANT: Title Insurance Company, a California First American Exchange Corp. of Arizona, an Arizona corporation, as Trustee (and not in its corporate capacity) under Trust No. 4546 and not otherwise

By: \_\_\_\_\_

Trust Officer

STATE OF ARIZONA )

: ss.

COUNTY OF PIMA )

SEE ATTACHED NOTARY ACKNOWLEDGEMENT

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

2006, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

BENEFICIARY:

Electronic Communities, Inc.  
A Nevada Corporation

By: \_\_\_\_\_

Printed Name: C. John Schoof II

Title: President

STATE OF ARIZONA )

: ss.

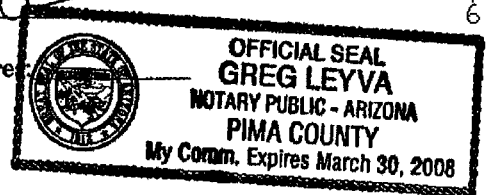
COUNTY OF PIMA )

The foregoing was acknowledged before me this 24 day of JAN,

2007  
2006, by GREG LEYVA

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

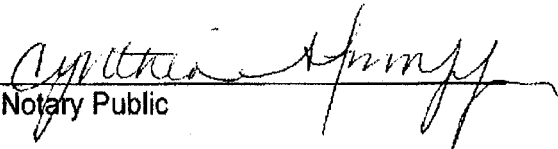


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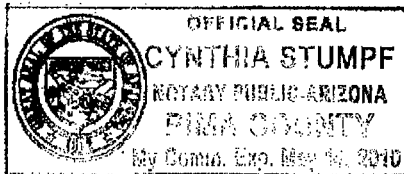
STATE OF ARIZONA     )  
  )ss.  
County of Pima         )

On January 25, 2007, before me, the undersigned Notary Public, personally appeared Cindy A. Reiche, Trust Officer, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

My Commission Expires:  
May 14, 2010



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

All that portion of Section 8, Township 12 South, Range 14 East, G&SRM, Pima County, Arizona more particularly described as follows:

Lots 1 through 31 and Common Areas "A" and "B" of Fairfield's Pusch Ridge La Reserve, as recorded in Book 41 of Maps and Plats at Page 75, Office of the Pima County Recorder, including all those portions resubdivided as Lots 12 to 37 and Common Areas "A" and "B" of Fairfield's Pusch La Reserve, as recorded in Book 43 of Maps and Plats at Page 63 in the Office of the Pima County Recorder.

### **TOGETHER WITH**

Lots 1 through 81 and Common Areas "A" (Streets), "B" (Open Space), "C" (Recreation Areas), and "D" (Private Driveways) as shown in the Final Plat for Pusch Ridge, recorded in Book 61 of Maps and Plats at Page 68 in the Office of the Pima County Recorder.