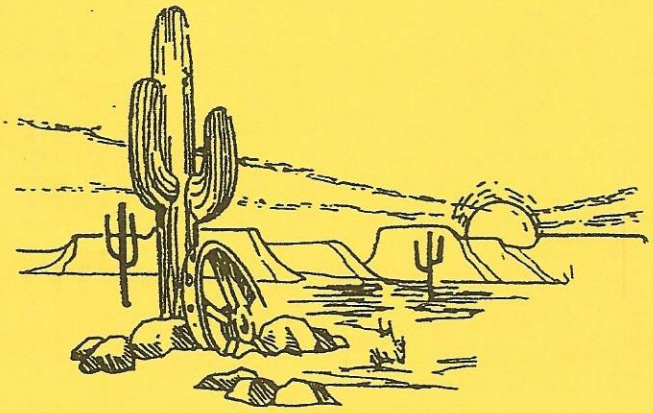
SUNRISE CANYON
HOMEOWNER'S ASSOCIATION

COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R's)



2013

Please ensure that these CC&R's are retained in each residence and are available to owner's, future owner's and renters.

ADD

CERTIFICATE OF FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FAIRFIELD SUNRISE CANYON

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FAIRFIELD SUNRISE CANYON is made this 15th day of March, 2015, by the owners of the real property described as:

> Lots 1 through 58 and Common Areas A, B, and C of Fairfield Sunrise Canyon, a Pima County subdivision, according to the map and plat thereof recorded in the Office of the Pima County Recorder in Book 39 at page 56 (the "Properties")

and is a first amendment to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Fairfield Sunrise Canyon (the "Declaration"), which was recorded in the office of the County Recorder of Pima County, Arizona on October 3, 2013 at Sequence No. 20132760442.

<u>ADD the following at the end of Section 12.1.1 (page 19)</u>:

> Furthermore, no new rental properties will be allowed in Fairfield Sunrise Canyon as of March 15, 2015. Existing rental units may continue until such time as the property is sold to a new owner.

IN WITNESS WHEREOF, the undersigned officers of Sunrise Canyon Homeowners Association hereby certify that, at a special meeting duly called and held on March 14, 2015, not less than 51% of the Members in the Association voted affirmatively for the adoption of the foregoing amendment.

SUNRISE CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

By: Allan K. Wright
Its: President

ATTEST:

By: _____
Its: Secretary

STATE OF ARIZONA)
)ss.
County of Pima)

The foregoing was acknowledged before me this 13 day of April, 2015, by ALLAN K. WRIGHT as President of Sunrise Canyon Homeowners Association, an Arizona non-profit corporation.

_____
Notary Public

ROBIN L RUSH
Notary Public - Arizona
Pima County
My Comm. Expires Apr 2, 2017

STATE OF ARIZONA)
)ss.
County of Pima)

The foregoing was acknowledged before me this 22 day of April, 2015, by JOHN POWERSOLL as ~~President~~ of Sunrise Canyon Homeowners Association, an Arizona non-profit corporation. SECRETARY RR

_____
Notary Public

ROBIN L RUSH
Notary Public - Arizona
Pima County
My Comm. Expires Apr 2, 2017

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRFIELD SUNRISE CANYON

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRFIELD SUNRISE CANYON

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRFIELD SUNRISE CANYON (this "Declaration"), is made by the Owners of the real property described as:

> Lots 1 through 58 and Common Areas A, B, and C of Fairfield Sunrise Canyon, a Pima County subdivision, according to the map and plat thereof recorded in the Office of the Pima County Recorder in Book 39 at page 56 (the "Properties")

in recognition of the following facts and intentions:

RECITALS

A. Predecessor Declarant recorded the *Declaration of Establishment of Conditions, Covenants and Restrictions for Fairfield Sunrise Canyon* on February 26, 1986, in Book 7729 at pages 1189-1237, in the office of the Pima County Recorder; and

B. Predecessor Declarant recorded the *Amendment to Declaration of Establishment of Conditions, Covenants and Restrictions for Fairfield Sunrise Canyon* on December 15, 1986, in Book 7931 at pages 543-545, in the office of the Pima County Recorder; and

C. Sunrise Canyon Homeowners Association, on behalf of the Owners, recorded the *Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Fairfield Sunrise Canyon Lots 1 through 58 and Common Areas A, B & C* on August 28, 1995, in Docket 10116 at pages 525-543, which superseded and replaced the Declarant's Declaration and Amendment thereto; and

D. Sunrise Canyon Homeowners Association, on behalf of the Owners, recorded the *Certificate of Amendment to the Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Fairfield Sunrise Canyon Lots 1 through 58 and Common Areas A, B & C* on February 11, 1999, in Docket 10982 at pages 3122-3125; and

E. On June 28, 2013, more than 51% of the Owners voted to amend Article 11, Section 2(C); Article 12, Section 1(D); and Article 12, Section 4(A) of the *Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Fairfield Sunrise Canyon Lots 1 through 58 and Common Areas A, B & C; and*

F. This *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fairfield Sunrise Canyon* is intended to and does hereby restate, supersede and completely replace all previous Declarations and amendments thereto, and is a compendium of

the instruments described in Sections C and D above, and includes the amendments adopted by the Owners as described in Section E above, with a Table of Contents, line numbers, and revised numbering for Sections, added for ease of reference.

COVENANTS

This Declaration constitutes a continuation of the general plan for the development and sale of all of the Lots and Common Areas shown on the plat, as may be amended. The real property as described herein shall be held, sold and conveyed subject to the following assessments, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, conditions and restrictions shall run with the land and shall be binding upon all parties having acquired any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each such party.

ARTICLE 1: DEFINITIONS

1.1 **"Association"** shall mean and refer to SUNRISE CANYON HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, its successors and assigns.

1.2 **"Common Areas"** shall mean all the real property owned by the Association and further described as Common Areas A, B and C.

1.3 **"Declarant"** shall mean and refer to SUNRISE CANYON HOMEOWNERS ASSOCIATION, having succeeded to the rights of LAWYERS TITLE OF ARIZONA, the Predecessor Declarant hereunder.

1.4 **"Guest"** shall mean and refer to all persons present on the Properties with the consent of a Resident, express or implied, including all licensees and invitees.

1.5 **"Lot"** shall mean the numbered lots of land (1 – 58) shown on the Plat as amended (without regard to whether a structure has been constructed thereon).

1.6 **"Member"** shall mean and refer to every person who is an Owner.

1.7 **"Mortgage"** shall include not only mortgages but also deeds of trust, and "Mortgagee" shall include a beneficiary under a Deed of Trust.

1.8 **"Owner"** shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Properties, including the buyer under a contract for the sale of real estate, but excluding persons holding an interest merely as security for the performance of an obligation.

1.9 **"Person"** shall include a corporation, company, partnership, firm, association or society, as well as a natural person.

1.10 **"Plat"** shall mean the map or plat of record in the Office of the County Recorder of Pima County, Arizona, in Book 39 of Maps and Plats at Pages 56 thereof, and any other amendments thereto.

1.11 **"Predecessor Declarant"** shall mean and refer to LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 7243-T, and its successors and assigns.

1.12 **"Properties"** shall mean and refer to that certain real property described as Lots I - 58 and Common Areas A, B and C.

1.13 **"Resident"** shall mean and refer to an Owner, resident family member or Owner's lessee.

1.14 **"Rules and Regulations"** shall mean those rules adopted by the Board of Directors which govern the conduct of the Owners on their Lots when such conduct affects the other Owners, and which governs the use of the Common Areas by Residents and Guests.

ARTICLE 2: SCOPE OF DECLARATION

The Declarant is intended to regulate and control the use of the Common Areas for all Residents and Guests and to control the general use of the Properties, as applicable, to the Residents and Guests.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every person who is an Owner of a Lot shall be a member of the SUNRISE CANYON HOMEOWNERS ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Voting Rights. Each Owner shall be entitled to one (1) vote for each Lot he owns, except there shall be but one (1) vote for each Lot, whether the same is owned by one (1) person, or by more than one (1) person, regardless of the form of ownership. Co-Owners must agree on the vote and if they cannot agree, the vote shall be pro-rated among them.

3.3 Suspension of Voting Rights by Association. The Association may suspend the voting rights of any Member for any period during which any assessment against a Lot remains unpaid and delinquent. The Association may also suspend the voting rights of any Member for a period specified by the Board when, in the Board's discretion, such Member is in violation of this Declaration, the Bylaws and/or the Rules and Regulations of the Association.

ARTICLE 4: COMMON AREAS

4.1 Ownership and Use. Ownership of the Common Areas is hereby vested in the Association for the benefit, use and enjoyment of the Members, subject to the easements created in Article 5.

4.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and recreational facilities to the members of his family, his tenants or contract purchasers who reside on the Property, provided such delegation is in accordance with this Declaration, the Bylaws and the Rules and Regulations of the Association. In the event an Owner delegates his right to enjoy the Common Areas to any lessee or tenant, that Owner shall no longer be entitled to use the Common Areas and recreational facilities.

4.3 Reservation of Association's Rights. The right and easement to use and enjoy the Common Areas is subject to the following provisions:

4.3.1 The right of the Association to establish reasonable Rules and Regulations governing the use of the Lots and Common Areas;

4.3.2 The right of the Association to limit the number of Guests of Residents;

4.3.3 The right of the Association to suspend the right of a Resident and his Guests to use the recreational facilities for any period during which any assessment against his Lot remains unpaid or for any violation of this Declaration or the Rules and Regulations of the Association.

ARTICLE 5: EASEMENTS AND LICENSES

5.1 Use and Enjoyment. There is hereby created a blanket easement upon, across, over and under all of the Common Areas for the use and enjoyment of all Residents and their Guests, subject to the provisions of this Declaration and Rules and Regulations of the Association.

5.2 Encroachment. Each Lot and the property included in the Common Areas shall be subject to an easement for encroachment created by construction, settling and overhangs.

5.3 Utilities. There is hereby reserved in the Association and its assigns a blanket easement upon, across, over and under all Common Areas for ingress, egress, installation, replacing, repairing, and maintaining all utilities including, but not limited to, water, sewer, gas, telephones, and electricity and television antennae system.

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

5.5 Cable Service. There is hereby reserved in the Association and its assigns, an exclusive easement and/or license through, over, under, and above all the Common Areas for constructing, maintaining, receiving, distributing, supplying radio, television, and other cable communication services.

ARTICLE 6: THE ASSOCIATION

6.1 General. The Association shall be responsible for the proper and efficient management and operation of the Common Areas. The actions of the Association shall be governed by, and be in accordance with its Articles of Incorporation, its Bylaws, and the provisions of this Declaration.

6.2 Association Responsibilities. The Association shall be responsible for the management and operation of the Common Areas including, but not limited to, the following:

6.2.1 Maintaining the common streets, roads and sidewalks located within the Common Areas;

6.2.2 Installing and maintaining landscaping, erosion control and watering systems in the Common Areas;

6.2.3 Operating, maintaining, replacing and rebuilding, if necessary, all recreation facilities and other Common Area improvements constructed on Common Areas;

6.2.4 Paying lawful real estate, income or other taxes, assessments or other charges levied by authorized local, state or federal agencies;

6.2.5 Hiring, releasing, supervising and paying employees in accordance with local, state and federal legislation including, but not limited to, tax withholding, medical insurance, social security, and workman's compensation insurance, in order to carry out the obligations set forth herein;

6.2.6 Hiring, releasing, supervising and paying independent contractors including, but not limited to, security personnel, landscapers, attorneys, accountants, architects, consultants, and other contractors to carry out the obligations set forth herein. The Board of Directors may require contractors to be licensed, bonded and present certificates of insurance for casualty and liability in amounts acceptable to the Board;

6.2.7 Maintaining records of account of revenues and expenses in accordance with generally accepted accounting standards, filing tax returns, preparing annual financial statements and securing independent audit of annual statements;

6.2.8 Purchasing goods, supplies, labor or services that are considered reasonably necessary for the performance of the obligations set forth herein;

6.2.9 Establishing and maintaining such cash reserves as the Association deems reasonably necessary for the maintenance, repair and replacement of the improvements which it is responsible to maintain and for unforeseen contingencies;

6.2.10 Providing and paying for all utility services and fees attendant thereto for all common facilities;

6.2.11 Creating committees as deemed necessary to accomplish the objectives of the Association as set forth herein and appointing chairpersons to manage their activities;

6.2.12 Promulgating or adopting such Rules and Regulations governing the use of the Properties and the Common Areas as may be reasonable and in accordance with the purposes, powers, and obligations of the Association stated or reasonably implied herein;

6.2.13 Enforcing the provisions of this Declaration including, but not limited to, the Use Restrictions provided for in Article 12 hereof; the Architectural control provisions provided for in Article 10 hereof; the Landscape control provisions provided for in Article 12 hereof; and Assessments provided for in Article 7 hereof;

6.2.14 Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishments of the obligations set forth herein;

6.3 Insurance. The Association shall be responsible for maintaining adequate and appropriate insurance further described below. The Association shall not provide special form (all risk) or liability insurance for Owner's Lots or any improvements, structures or equipment thereon.

6.3.1 Liability Insurance. The Association shall secure a blanket insurance policy that is in force at all times providing liability coverage for the Common Areas in the amount of a minimum of one million dollars (S1,000,000) or in such additional amounts as the Board of Directors deems advisable. The Association's Board of Directors shall have the authority to negotiate with the insurance carrier and to make settlements and give releases to the insurance carrier. $2m

6.3.2 Special Form (All Risk) Insurance. The Association shall secure special form (all risk) insurance in an amount to be determined by the Board of Directors and which will adequately and properly insure all structures, equipment and improvements located on the Common Areas. All insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be paid to the Association. The Association's Board of Directors shall have the authority to negotiate with the insurance carrier to adjust losses, make settlements and give releases to the insurance carrier. In the event of damage or destruction by fire or other casualty of the property covered by the described insurance policy, the Board of Directors, shall upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed property to equal to or better than original condition.

6.3.3 Directors and Officers. The Association shall maintain insurance coverage (errors and omissions) on Directors and Officers and persons appointed by the Board and acting on its behalf. The Board may, in its sole discretion, indemnify and hold harmless any Director, Officer or appointed agent for amounts claimed outside the insurance policy or in excess of policy limits. A Director of the Association shall, to the fullest extent permissible under Arizona law, have no personal liability to the Association or its Members.

ARTICLE 7: ASSESSMENTS

7.1 Covenants to Pay. An Owner, by the acceptance of a deed to a Lot, whether or not it is expressly stated in the deed, covenants and agrees to pay to the Association all assessments and any additional charges levied pursuant to this Article 7.

7.2 Liability for Payment. The obligation to pay assessments shall run with the land so that each successive record Owner of a Lot shall become liable to pay all such assessments. No Owner may waive or otherwise escape personal liability for assessments or release the Lot owned by him from any lien and charges by non-use of the Common Areas, by abandonment of the Lot, by attempting to renounce rights in the Common Areas of the facilities or services, or for any other reason. Each assessment shall constitute a separate assessment and shall also be a separate, distinct and personal obligation of the Owner of the Lot at the time when the assessment was levied and shall bind heirs, devisees, personal representatives and assigns. No offset against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties. All assessments will be paid in full when due and any assessment not paid within the time limit specified for that assessment is delinquent and subject to the provisions of Section 12, Enforcement, and Section 11, Additional Charges of this Article 7. The personal obligations of an Owner for delinquent assessments shall not pass to a successive Owner unless the personal obligation is assumed by the successive Owner. Any assumption of personal liability by a successor Owner (including a contract purchaser under an installment land contract) does not relieve the predecessor Owner from personal liability for delinquent assessments. After the Owner transfers his interest in a Lot, as evidenced by the recording of a deed in the Office of the Pima County Recorder, he shall not be liable for any charges levied by the Association subsequent to the date the deed is recorded against the Owner of the Lot.

7.3 Establishment of Lien. The Corporation has a lien against each Lot to secure payment of all assessments levied against the Lot pursuant to this Declaration and all additional charges and sums which become due and payable in accordance with this Declaration. Except for the transfer of a Lot pursuant to a foreclosure proceeding, the sale or transfer of a Lot shall not affect such lien. Any such lien shall be in favor of the Corporation. Each Owner empowers the Corporation to enforce its lien by foreclosure or any other proceeding at law to collect the amount due from each Owner.

7.4 Subordination of Lien. The assessment lien provided for herein shall be junior and subordinate to the lien of any prior recorded realty mortgage or deed of trust. Sale or transfer of the Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such

assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

7.5 Regular Assessments. Regular assessments are the Owners' pro-rata share of common expenses for each fiscal year and shall be established when the Board approves a budget for that fiscal year. The budget shall include previsions for managing, operating, maintaining, replacing and repairing any and all properties owned by the Association including such other activities, undertakings, or reserve accounts as are considered necessary and in consonance with the purpose of the Association for the ensuing year. Regular assessments shall be levied on a fiscal year basis. Unless otherwise specified by the Board, regular assessments shall be due and payable in semi-annual installments on the first day of January and the first day of July during the term of this Declaration. All assessments will be paid in full when due and any regular assessment not paid within thirty (30) days after it is due is delinquent and subject to the provisions of Article 7, Section l2, Enforcement, and Section 11 , Additional Charges. Failure to receive an invoice does not relieve an Owner of his responsibility to contact the Association and pay regular assessments when normally due.

7.6 Special Assessments. Special assessments may be made only if approved by a majority vote of the Owners. Voting may be in person or by proxy at a meeting called for that purpose. Special assessments may be levied in addition to regular assessments for (1) constructing capital improvements; (2) correcting an inadequacy in the current operating account; (3) defraying. in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Areas; or (4) paying for other such matters as the Board deems appropriate. A special assessment not paid within thirty (30) days after it is due is delinquent and subject to the provisions of Article 7, Section 12, Enforcement, and Section 11, Additional Charges.

7.7 Notice and Quorum Requirements for Special Assessments. Written notice of any meeting called to impose a special assessment, shall be sent to all Members not less than fifteen (15) days, nor more than sixty (60) days prior to the date set for the meeting.

At this meeting, fifty percent (50%) of the Owners must be present in person, or by proxy, to constitute a quorum. If the required quorum is not present, then another meeting may be called with at least ten days notice of the subsequent meeting. The required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any subsequent meetings shall be held within sixty (60) days from the preceding meeting.

7.8 Special Obligations Assessments. Any monetary obligation imposed upon the Association by any governmental entity acting within the scope of its authority may be assessed as part of the regular (annual) assessment or may be assessed as a special obligation assessment. All

special obligation assessments shall be assessed equally against all Lot Owners. A special obligation assessment which remains unpaid for a period of thirty (30) days or more after the due date is delinquent and subject to the provisions of Section 12, Enforcement and Section 11, Additional Charges of this Article 7.

7.9 Fines and Penalties Assessments. If a Resident violates any provision of this Declaration or any Rules and Regulations adopted by the Board, the Board may levy a fine upon the Owner of not more than One Hundred Dollars ($100) for each violation and/or suspend the right of such person to use the Common Areas, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. However, for each day a violation continues after written notice of a fine or penalty assessment has been received by the violator, it shall be considered a separate violation and subject to the imposition of the fine for each day the violation continues thereafter. Assessments for fines or penalties shall not be levied by the Association until a written notice and an opportunity for a hearing has been given to the Owner. The Board shall establish a schedule of fines and a procedure by which it imposes such fines, including the right to a hearing if requested by the Owner. A fine which remains unpaid for a period of fifteen (I5) days or more after the due date is delinquent and subject to the provisions of Article 7, Section 12, Enforcement, and Section 11, Additional Charges.

7.10 Reimbursement Assessments. The Association may levy a reimbursement assessment against an Owner and his Lot for (1) common expenses caused by the misconduct of the Residents or Guests; (2) any expenditure of monies by the Association necessary to bring the Owner into compliance with this Declaration or any Rules adopted by the Board when such Owner fails to comply; or (3) additional charges as defined herein to enforce this Declaration. A reimbursement assessment shall not be levied by the Association until a written notice and an opportunity for a hearing has been given to the Owner. A reimbursement assessment not paid in full within fifteen (15) days after the due date is delinquent and subject to the provisions of Article 7, Section 12, Enforcement, and Section 11, Additional Charges.

7.11 Additional Charges. Each Owner agrees to pay any costs, fees, charges or expenditures the Association may incur in the process of enforcing any provision of the Declaration including, but not limited to, enforcement of the Assessments. Architecture, Landscape, and Use provisions and any Rules and Regulations related thereto. Additional charges incurred shall be levied against the Lot as a reimbursement assessment and collected as provided

7.11.1. A late charge of up to ten percent (10%) of the delinquent amount shall be assessed to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due;

7.11.2. Interest on all sums imposed in accordance with this Article 7 at a rate of ten percent (10%) per annum which shalt accrue from the date at which an assessment becomes delinquent;

7.11.3. Reasonable attorney fees and costs incurred in the event an attorney is employed;

7.11.4. Cost of suit and court costs incurred as are allowed by the Court;

7.11.5. Any other such additional costs that the Association may incur.

7.12 Enforcement. In addition to any other remedies which may be provided for by law, the Association may enforce the obligations of any Owner to pay each assessment provided for in this Declaration by any of the following procedures:

7.12.1 By Lien. To perfect its lien, the Association shall record a Notice of Lien in the Office of the Pima County Recorder. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Owners. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages;

7.12.2 By Suit. The Association may commence and maintain a suit at law against any Owner personally obligated to pay a delinquent assessment. Any judgment rendered in any action shall include the amount of the delinquency, additional charges and any other amounts the court may award, including reasonable attorney fees. A proceeding to recover a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the Association's lien;

7.12.3 Suspension of Voting Rights. The Association may suspend the right of a Member to vote during any period in which any assessment remains delinquent; and

7.12.4 Suspension of Use of the Common Area Facilities. The Association may suspend the right of a Resident to use Common Area recreational facilities during any period in which any assessment remains delinquent.

ARTICLE 8: OWNER'S RESPONSIBILITIES

8.1 Costs and Upkeep. Each Owner shall be responsible for the maintenance and repair of Lot improvements, including, but not limited to, roof, structures, walls, landscaping, walks, and drives. The maintenance or replacement of site walls abutting Common Areas shall be the responsibility of the Lot Owner. Each Owner shall be responsible for the installation and maintenance of utility service lines from the main utility lines to Lot improvements.

8.2 Construction, Alteration or Modification. Each Owner shall be responsible for assuring that all construction, modification or addition to buildings, walls, fences, copings, roads, driveways, or other structures on his Lot conform to the Use Restrictions of Article 12 herein and to provisions of the Architecture Committee (Article 10) and/or Landscape Committee (Article 11).

Owners who fail or refuse to comply with said restrictions, rules and regulations shall be responsible for, and pay for, the removal, repainting, alteration, replacement or upgrading of such non-conforming items is to meet said requirements.

8.3 Damages. Each Owner shall be responsible for and pay for all damages caused by Residents, Guests or pets to his or any other Owner's property or to the Common Areas. If an Owner fails or refuses to pay for or properly repair such damage to the Common Areas, the Association's cost of repairing will be handled in accordance with Article 7, Assessments. Nothing herein shall require the Association to charge for, or collect assessments for damage caused by any Residents, Guests, or pets to any other Member's property; and the Association shall not be compelled by the damaged party to make repairs and charge the offending party or make a collection from him.

8.4 Failure to Comply. The failure of an Owner to comply with the requirements of this Declaration or Rules and Regulations may result in additional assessments to the Owner in accordance with Article 7, Assessments.

8.5 Leases. An Owner is entitled to lease his/her Unit for single family residential purposes only.

8.5.1 All provisions of the Declaration and of any Rules and Regulations promulgated by the Association which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

8.5.2 All leases and subleases shall be in writing and specifically provide:

(A) That the lease is subject in all respects to the provisions of this Declaration, the Bylaws and the Rules & Regulations of the Association.

(B) That the failure of the Lessee to comply with the terms and conditions of this Declaration, the Bylaws and the Rules and Regulations of the Association constitutes a material default of the lease which may result in termination of the lease and eviction of the tenant from the Lot.

(C) That if the Lessee violates the Declaration, Bylaws or the Rules and Regulations of the Association, the Lessee shall be deemed in default of the Lease and the Owner shall.be entitled to reenter and take possession of the premises pursuant to the provisions of the Arizona Landlord Tenant Act, A.R. S. Section 33-1301 et.seq.

8.5.3 In the event an Owner leases his/her unit, the Owner shall give the Association, in writing, the name of the Lessee of the Unit, the phone number, and such other information as the Association may reasonably require.

8.5.4 The Association shall provide the Lessee with copies of this Declaration, the Bylaws, and the Rules & Regulations of the Association.

ARTICLE 9: PARTY WALLS

9.1 General Rules of Law to Apply. Each wall which is built on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto. Site walls abutting Common Areas are not party walls and shall be the Owner's responsibility in accordance with Article 8, Section 1 hereof.

9.2 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.

9.3 Destruction by Fire and Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and is here by granted a permanent access easement for such restoration. The Owners of the Lots which are divided by the wall shall share equally in the cost of such restoration.

9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence 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.

9.5 Right to Contribution Runs with Land. The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the laud and shall pass to such Owner's successors in title.

9.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one (I) 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.

9.7 Private Agreements. Private agreements between Owners may not modify the provisions of this Article.

ARTICLE 10: ARCHITECTURAL COMMITTEE

10.1 Membership. The Chairman and members of the Architecture Committee shall be appointed by the Board of Directors. The Architecture Committee shall be composed of a minimum of three members who must be Members of the Association. The Committee may authorize and designate one of their members to act for it in implementing any particular action or for any particular purpose. Members of the Architecture Committee shall not be entitled to any compensation for service performed pursuant to this covenant. Designated representatives are entitled to reasonable compensation to be paid by the individual or Lot Owner requesting review and approval of building plans. The Board of Directors shall have the

sole authority to hire and determine compensation for any contractor or agent that might be retained to serve the Architecture Committee.

10.2 Authority. Subject to review and approval of the Board of Directors, the Architecture Committee shall otherwise have the authority to promulgate and amend written rules and regulations on construction, and approve plans, specifications, colors and plot plans. Such rules and regulations as may be promulgated by the Committee shall not be in conflict with any provisions in this Declaration.

10.3 Obtaining Prior Approval. Prior to making any improvements, whether such improvements be initial improvements or later alterations, modifications or other changes, all Owners, other than the Association, shall be required to obtain the approval of the Architecture Committee or its designee. Owner shall submit to the Architecture Committee two (2) complete sets of plans for proposed improvements, specifications (including color schemes) and plot plans which shall include location of dwellings. Approval of the plans and specifications shall be evidenced by the written endorsement of the Architecture Committee made on the plans and specifications. A copy of the endorsed plans shall be delivered to the Owner of the Lot proposed to be improved prior to the beginning of construction. One (1) set or plans and specifications shall be retained by the Architecture Committee. No changes or deviations in or from the plans and specifications, insofar as the exterior of the proposed improvements is concerned, shall be made without the written approval of the Architecture Committee. After construction is completed, no changes shall be made, including no change of exterior color, without the written permission of the Architecture Committee.

10.4 Plans Criteria. All plans must meet the minimum criteria contained in the provisions of this Declaration and such further criteria as the Architecture Committee promulgates. Submitted plans shall:

10.4.1 Comply with this Declaration and written rules and regulations of the Architecture Committee;

10.4.2 Present a location, style of architecture, exterior color schemes, height, and location of exterior lights that shall be in harmony with the general surroundings of the building or structures or proposed buildings or structures on any Lot subject to these covenants; (Determination of *harmony" shall be the prerogative of the Architecture Committee);

10.4.3 Be in sufficient detail to permit the Architecture Committee to make its determination; and

10.4.4 Be complete and ready for submittal to obtain a building permit from Pima County.

10.5 Approval of Plans. The Architecture Committee shall either approve or disapprove said plans and specifications in their entirety within thirty (30) days from receipt thereof. No partial approvals shall be granted. If the Architecture Committee does not disapprove such plans and specifications, in writing, within thirty (30) days after receipt thereof, the plans and specifications shall be deemed approved.

10.6 Architecture Approval Fee. The Association may charge each applicant for architecture approval, a fee which shall be paid to the Association. The fee shall not exceed two percent (2%) of the estimated cost of the improvements for which approval is sought.

10.7 Defects in Plans and Specifications. Neither the Association nor the Architecture Committee shall be responsible 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 and specifications.

10.8 Failure to Comply. The failure of an Owner to comply with the requirements of this Article or with Architecture Committee Rules and Regulations within sixty (60) days following written notification by the Committee of an offending condition may result in additional assessment to the Owner in accordance with Article 7. Assessments.

10.9 Protest of Notification. Any Owner so notified of an offending condition may, within ten (10) days after receipt of such notification, request, in writing, a hearing before the Board of Directors to protest the finding of an offending condition. The Board's determination regarding the existence and need for remedy of an offending condition shall be final.

ARTICLE 11: LANDSCAPE COMMITTEE

11.1 Landscape Committee Membership. The Chairman and members of the Landscape Committee shall be appointed by the Board of Directors. The Landscape Committee shall be composed of a minimum of three members who must be Members of the Association. The Committee may authorize and designate one of their members as a representative to act for it in implementing any particular action or for any particular purpose. The members of the Landscape Committee shall not be entitled to any compensation for performance of their duties as members of the Committee. The Board of Directors shall have the sole authority to hire and determine compensation for any contractor or agent that might be retained to serve the Landscape Committee.

11.2 Authority and Responsibility. Subject to review and approval of the Board of Directors, the Landscape Committee shall otherwise have the authority, to promulgate and amend Rules and Regulations relative to the following matters:

11.2.1 Landscaping of the Common Areas:

(A) Identification, definition and need for elimination of weeds and other undesirable growth or debris from the front yards of Lots (situated between the front of the Owner's residence and the adjacent street);

(B) Creation and maintenance of proper erosion controls for the Properties; and

(C) Creation and maintenance of proper erosion and irrigation controls for the Improved Common Areas.

11.2.2 The Landscape Committee shall be authorized generally to promote and foster landscaping throughout the Properties, in a manner consistent with the attractive physical setting of the neighborhood as well as neighborhood and Committee standards. Any rules and regulations as may be promulgated by the Landscape Committee, shall not be in conflict with any provision of this Declaration.

11.3 Owner's Duties. Each Owner shall maintain his yard free of weeds and undesirable growth and debris. No trees, shrubs or obstructions of any kind shall be placed on any Lot in such a manner as to cause a traffic hazard. All trees and other vegetation planted on the Lot shall be trimmed to a height which will not materially interfere with views from neighboring Lots.

The natural growth of plants and trees on the improved Common Areas shall not be altered, destroyed, or removed by an Owner. Lot Owners desiring modification or removal of improved Common Areas plants or trees restricting their views, may request such action in writing to the Landscape Committee. An unfavorable decision by the Committee may be appealed to the Board of Directors whose decision shall be final. Violation of this policy shall subject the offending Lot Owner to the provisions of Section 4 of this Article.

Each Owner shall refrain from changing the configuration of his Lot by landscaping or construction in a manner that alters, restricts or redirects water runoff or drainage in a manner that affects any other Lot or part of the Common Area without the prior written consent of all affected Lot Owners and the Board of Directors.

11.4 Failure to Comply. The failure of an Owner to comply with the requirements of this Article or with Landscape Committee Rules and Regulations within sixty (60) days following written notification by the Committee of an offending condition may result in additional assessment to the Owner in accordance with Article 7, Assessments.

11.5 Protest of Notification. Any Owner notified by the Landscape Committee of an offending condition may, within ten (I0) days of receipt of such notification, request, in writing, a hearing before the Board of Directors to protest the finding of an offending condition. The Board's determination regarding the existence and need for remedy of an offending condition shall be final.

ARTICLE 12: USE RESTRICTIONS

12.1 Land Use and Building Type.

12.1.1 All Lots shall be used for residential purposes only; no structure other than a single family residence shall be placed or maintained thereon. No room or rooms in any residence on said Lots may be rented or leased; nothing in this paragraph 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. Furthermore, No New rental properties will be (*)

12.1.2 For new construction, paint colors for exterior surfaces (including roofs) must be approved by the Architectural Committee. All surfaces and materials to receive paint, stains or coatings shall be covered completely. All vents and roof appurtenances shall be painted to match the color of the roof. Repainting of existing structures must be done in the existing color or otherwise approved by the Architectural Committee.

12.1.3 No ongoing commercial enterprises, estate sales or any business involving public or employee traffic to and from the residence shall be conducted on said lots.

12.1.4 No ongoing commercial enterprises, garage sales or any business involving public or employee traffic to and from the residence shall be conducted on any Lot. The Board of Directors may authorize and organize a community-wide garage sale once per calendar year. An estate sale may by authorized by the Board of Directors in writing on a case-by case basis.

12.2 Temporary Buildings or Trailers. No temporary house, house trailer, motor home, tent, garage, camper, boat or out-building of any kind shall be placed or erected upon any part of the Properties for use as living quarters.

12.3 Miscellaneous Structures, Equipment and Devices. Unless concealed, solar devices, radio or television antennae, satellite dish antenna or any other receiving or transmitting devices, gazebos, porch additions, solariums, hot tubs, mechanical equipment, observatories, dog runs, roof access ladders, rooftop structures and other outdoor structures shall be installed in a manner as required and approved by the Architecture Committee. Evaporative coolers, air-conditioning units and heating equipment must be installed in accordance with original construction specifications of the Predecessor Declarant except where specifically approved by the Architecture Committee. No storage tanks of any kind, except water filters or conditioners, shall be erected, placed or permitted upon any part of the Properties.

12.4 Signs. No billboards or advertising signs of any character shall be erected, placed or permitted at the entrance gate or elsewhere on the Properties except for security signs and real estate sales or lease signs, the use of which shall be regulated as provided herein.

(*) in Fairfield Sunrise Canyon As of March 15, 2015. Existing rental units may continue until such time As the property is sold to a New owner. (See 1st Amendment to Amended and restated declaration of CC&R's for Fairfield Sunrise Canyon)

12.4.1 A 'For Sale,' 'For Rent,' or 'For Lease' sign may be displayed on a Lot in any combination, including a sign that indicates the member is offering the property for sale by owner. The size of a sign offering a property for sale, for rent or for lease shall be in conformance with the industry standard sign, which shall not exceed 18" x 24," and the industry standard sign rider, which shall not exceed 6" x 24". All such signs must be commercially produced. In addition, temporary signs indicating an "Open House" for property for sale may be placed at appropriate locations in the area to properly direct interested parties to the subject property, but only when it is open for inspection. A "For Sale" sign must be removed from the premises no later than two weeks following the date of the seller's acceptance of an offer and after all contingencies have been met. It is the Owner's responsibility to inform the real estate agent of this requirement.

12.4.2 Security Signs. Security signs shall be limited to one (1) sign per Lot. Size, location and color of the sign must be approved by the Architecture Committee before installation.

12.4.3 Mail Boxes. The Architecture Committee shall determine the location, color, design, lettering and all particulars of all mail or paper delivery boxes and standards, brackets and name signs for same in order that they be strictly uniform in appearance with respect thereto.

12.5 Rubbish, Garbage, Wood Storage and Other Unsightly Objects. No unsightliness shall be permitted on any Lot which is visible from another Lot from the Common Areas. Without limiting the generality of the foregoing, all unsightly conditions, facilities, equipment, objects and conditions shall be enclosed within a structure or be kept screened by adequate planting or fencing so as to conceal them from view on neighboring Lots and streets. Screening structures or fences shall require approval of the Architecture Committee before construction.

No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or screened by adequate planting or fencing so as to conceal them from view of neighboring Lots and streets. However, on regular trash collection days, appropriate closed containers may be placed at curbside. After collection, all remaining empty containers must he removed from view as soon as practicable, but no later than the same night of the day of collection. Clotheslines shall be concealed from the view of neighboring Lots and streets.

12.6 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 confined in the single-family residence and fenced yard.

Pets outside the enclosed confines of the Lot shall be leashed and the Owner of a Lot where any pet is kept shall be required to remove immediately, and dispose of hygienically, any animal waste produced by the pet and left on any other Owner's Lot or any part of the Common Areas. All animals while on a leash must be kept under strict control to assure that they do not present a potential hazard to other residents of their property.

12.7 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. Any security alarm maintained on the Properties, including vehicle alarm systems, must he equipped so that the alarm will sound for no more than fifteen (15) minutes. The Owner of a Lot on which a pet is kept shall restrain and confine the pet at all times when it makes noise or causes any other type of disturbance to residents of the Properties.

12.8 Vehicle Parking and Storage.

12.8.1 General. Residents and Guests upon the Properties shall adhere to posted traffic regulations and part motorized or non-motorized vehicles in off-street, paved parking areas, which are limited to driveways. In addition, designated parking areas may be provided for by the Board of Directors from time to time. Construction of paved slabs on Owner's Lots is not permitted. The parking of any vehicle on Common Areas or sidewalks, paved or otherwise, anywhere on the Properties is expressly prohibited. Notwithstanding the above provisions, Residents and Guests may temporarily park their vehicles on the streets in front of residences for the purpose of social events or commercial services.

12.8.2 Parking (or storage) of recreational vehicles (including but not limited to, trailers, campers, motor homes. van conversions and boats), is prohibited on all portions of the Properties, except within the confines of an enclosed garage. However, notwithstanding the forgoing provisions, a recreational vehicle may be parked on the driveway of an Owner's Lot or in any parking area designated by the Board of Directors, for a period not exceeding three (3) days in any seven (7) day period and not exceeding seven (7) days in any thirty (30) day period.

12.8.3 Inoperable, Junked and Wrecked Vehicles. No inoperable, junked, or wrecked vehicles shall be placed on or stored on any portion of the properties, other than inside a fully enclosed garage.

12.8.4 Commercial Vehicles. Except for commercial service vehicles on temporary business, no commercial, construction or like vehicles, including, but not limited to, pickup trucks, and any vehicles bearing commercial signs, advertising or other business insignia, and

any commercially licensed vehicles shall be parked or stored at any place on the Properties, other than inside a fully enclosed garage.

12.8.5 Special Parking Permits. Exceptions for limited periods of time to the forgoing parking restrictions may be permitted by the Board of Directors, at its discretion, upon a request made in writing by an Owner or tenant. A permit based on such an exception may be granted by the Board for the reason of accomplishing work necessary or desirable on the Properties or for reasonable accommodation of a Guest or other transient invitee of the Owner or tenant. The Board may promulgate supplementary rules to govern its issuance of such permits.

12.9 Grading or Excavating. No grading or excavating shall be done on any Lot without prior approval by the Architecture Committee. Any material surplusage, i.e., spillover, shall not be pushed or dropped down the slope but shall be removed from the site at Owner's expense. Such grading or excavating shall be done to best reduce the visual impact of the cut.

12.10 Lights and Exterior Lighting. Residents shall utilize the dusk to dawn automatic light switches for the post light (located on the fronts of their Lots) to provide night-time lighting. All exterior lights must be located and maintained so as not to be directed toward or interfere with surrounding Lots or the Common Areas, including streets.

ARTICLE 13: GENERAL PROVISIONS

13.1 Enforcement.

13.1.1 Judicial Remedies. The Association, or any Owner, shall have the right, but not the duty, to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, 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 fees and costs.

13.1.2 Other Remedies. For violation of any provision of this Declaration or any Rule or Regulation promulgated, the Board of Directors of the Association shall have the right, but not the duty, to:

(A) Determine and impose fines and penalties; and/or

(B) Suspend a Member's right to vote; and/or

(C) Suspend the right of the Residents and Guests to use Common Area facilities.

13.1.3 Delays or Omissions. No delay or omission on the part of the Association or any Owner 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 the Association or any Owner for their neglect

or refusal to exercise such right of enforcement, nor shall any right of action accrue against the Association for including herein provisions, conditions, restrictions or covenants which may be unenforceable.

13.1.4 Effect on Lien or Mortgage. No breach of the foregoing provisions, covenants, conditions and restrictions of this Declaration shall defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith for value as to any portion of the Properties. Such provisions, covenants, conditions and restrictions shall be enforceable against any portion of the Properties acquired by any person through foreclosure or any deed in lieu of foreclosure for any breach occurring after such acquisition.

13.2 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall not affect any others which remain in full force and effect.

13.3 Amendment. This Declaration may be amended by the Association provided, however, that any amendment made by the Association shall be approved by a majority (i.e., at least 51.%) of the votes of the Members and shall be by instrument is writing signed by the President and Secretary of the Association and filed with the County Recorder of Pima County, Arizona. This Declaration may be amended by a majority of the Board of Directors in order to conform the Declaration to requirements imposed by a lending institution.

13.4 Term. The aforementioned provisions, covenants, conditions, and restrictions of this Declaration, 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 I, 2000, at which time they shall be automatically extended for successive periods of ten (10) years, unless amended in whole or in part in accordance with Article 13, Section 3, Amendment, of this Declaration.

13.5 Compliance. All provisions, covenants, and restrictions contained herein or any amendment thereto are subject to the Pima County Board of Supervisors' Regulations and Ordinances, and any and all other applicable governmental rules and regulations.

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CERTIFICATION:

IN WITNESS WHEREOF, the undersigned certify that, in a duly-held election finalized on June 28, 2013, at least 51% of the Owners have consented to the adoption of amendments to Article 11, Section 2(C); Article 12, Section 1(D); and Article 12, Section 4(A) of the *Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Fairfield Sunrise Canyon Lots 1 through 58 and Common Areas A, B & C,* and that this *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fairfield Sunrise Canyon* includes these amendments as well as a restatement of the Original Declaration and amendments thereto.

SUNRISE CANYON HOMEOWNERS ASSOCIATION,
an Arizona non-profit corporation

Allan K. Wright
President

ATTEST:

Ann E. Johnson
Secretary

JEANENE GULOTTA
Notary Public—Arizona
Pima County
Expires on 03/15/2014

Jeanene Gulotta
Notary Comm Expires
03/15/2014

Arizona
Pima County
09/20/2013