

DECLARATION OF ESTABLISHMENT OF CONDITIONS,

COVENANTS, RESTRICTIONS AND EASE-MENTS FOR

SUNRISE PRESIDIO EAST

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, which shall be known as the Properties:

Lots 1 through 87 and Common Areas A, B and C, Sunrise Presidio East, a subdivision of Pima County, Arizona Recorded in Book 42 Page 64, of Maps and Plats, Pima County Records, being a re-subdivision of Sunrise Shadows Townhomes Lots 1 through 87 and Common Areas A, B and C, as-shown on the plat recorded in Book 40Page 93 Pima County Records.

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

This Declaration does hereby completely revoke and supersede the Covenants, Conditions and Restrictions for the property formerly known as Sunrise Shadows which were recorded in Book 7985 Page 1294 Pima County Records.

ARTICLE I

DEFINITIONS

SECTION 1: "Association" shall mean and refer to Sunrise Presidio East Homeowners Association, Inc., its successors and assigns.

SECTION 2: "Common Areas" shall mean the real property designated on the Plat as Common Areas A, B, and C.

SECTION 3: "Declarant" shall mean and refer to Lawyers Title of Arizona as Trustee under Trust No. 7243-T, and its successors or assigns if such successors or assigns should acquire the Properties from Declarant for the purpose of development.

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

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

SECTION 6: "Lot" shall mean the following numbered plots of land shown on the Plat (without regard to whether a structure has been constructed thereon), 1 through 87, and including any improvements constructed or under construction thereon, if any.

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

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

SECTION 9: "Owner" shall mean and refer to the record holder, whether one or more persons, and including Declarant, of the fee simple title to any Lot which is part of the Properties, including a buyer under a contract for the conveyance of real estate pursuant to Title 33, Arizona Revised Statutes, but excluding persons holding an interest merely as security for the performance of an obligation, and excluding buyers under sales agreements or deposit receipt and agreements.

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

SECTION 11: "Plat" shall mean the map or plat of record in the office of the County Recorder of Pima County, Arizona, in Book 42 of Maps and Plats at Page 64 thereof and any amendment thereto or re-subdivision thereof.

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

ARTICLE II

SCOPE OF DECLARATION

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

ARTICLE III

COMMON AREAS

SECTION 1: Ownership of the Common Areas is hereby 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

EASEMENTS, LICENSES AND ENCROACHMENTS

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

SECTION 2: There is hereby created a blanket, nonexclusive easement upon, across, over and under all of the Common Areas for the use and enjoyment of all Members, their guests, invitees and licensees, subject to reasonable regulations of the Association, and for ingress, egress, installation, replacement, operation, repair and maintenance of all utilities, telephone, equipment including but not limited to, water, sewer, gas, electricity, television antennae system, and any equipment or facilities for the installation of a cable communications system.

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

SECTION 4: There is hereby reserved in the Declarant, and its successors and assigns, a perpetual exclusive easement and right-of-way across and upon all Common Areas for the construction, maintenance, operation and repair of a cable television system or security system or both, and facilities appurtenant to either or both. Declarant shall have the right to excavate for, place, lay, construct, operate, use, maintain, repair, replace, reconstruct, enlarge, alter, improve, add to, relocate, and remove at any time and from time to time, underground structures, equipment and materials, with required appurtenances, necessary for the operation of said cable television system. Declarant shall have the right of ingress and egress from said easement by such route or routes in, upon, over and across the herein-before described lands or any portion or portions thereof as Declarant or it assigns may determine, together with the right to clear and keep clear said easement and rights-of-way from any and all obstructions. Without limiting the generality of the foregoing, Declarant and its assigns shall have the right to trim and cut trees, foliage, and roots upon and from within the above-described easement and rights-of-way whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein granted. All cable television system equipment or security system equipment installed by Declarant or by its assigns in and upon the herein described easement shall remain regardless of the manner in which the same are affixed to land, the personal property of Declarant or such assigns and shall not become or be deemed to be part of the realty. Declarant and its assigns shall have the right to assign, directly or indirectly, said cable television or security system easement to any party or person as it may determine. Nothing herein contained shall obligate the Declarant or any other person to provide a cable

television system or security system in the Properties. In the event that such cable television system or security system is built by Declarant, or its assigns, the type and quality of the system shall be within the absolute discretion of the constructing entity. Notwithstanding any other provision of this Declaration, this section may not be amended without the prior written consent of Declarant, or its assigns.

SECTION 5: Each Owner hereby acknowledges and agrees that Dwelling Units, or privately-owned patio walls, improvements and fixtures which are constructed on the Properties 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 6: The Plat depicts easements along the side boundaries of the Lots shown thereon. Said easements are for ingress, egress, utilities, vehicular and pedestrian use, maintenance of adjacent walls and structures, landscaping, drainage, and for the general use and enjoyment of the respective Owner benefitted by the easement as set forth herein.

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

Drawings 1 through 8 attached hereto show the general manner in which homes are intended to be built on the Lots and the location of the necessary easements. Drawing 1 shows the general purposes and location of these easements. Drawings 2 through 8 show the easement dimensions for the various combinations of adjoining floor plans. These combinations may also be reversed (i.e., mirror images) as provided in the final plat. In each case, the location of the easements is nearly the same as shown and labelled on Drawing 1.

As seen from these Drawings, in each case, an Own-er shall have an easement onto an adjacent Lot for additional rear yard area (Rear Yard Easements), additional front yards and ingress and egress for driveway related purposes (Front Yard/Driveway Easements), and for such other uses as are not inconsistent therewith. These other uses shall be limited to un-der-ground utilities, maintenance, drainage and, in the case of yard easements, use and enjoyment.

Lots, if any, shown on the Plat and not having easements depicted thereon as set forth above, are not governed by the provisions of this section.

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

Notwithstanding the above, each Owner shall be solely responsible for maintenance and repair to his home, the walls of his home, the front and rear yard walls on his Lot, and all other improvements on his Lot, except that the improved areas of the Front Yard/Driveway Easements are the responsibility of the benefitted owner.

No improvements may be built upon the Front Yard/Driveway Easements or Rear Yard Easements unless the same have been approved by the Architectural Committee. All such improvements shall be maintained by the benefitted Owner.

In addition to the requirement of Architectural Committee approval, any Owner wishing to modify the color, composition of building materials, location, or structure of his wall lying immediately adjacent to a Rear Yard Easement benefitting an adjacent Owner, shall first obtain the written consent of the adjacent Owner benefitted by the Rear Yard Easement. This requirement shall not apply to increases or decreases in wall heights of not more than 12 inches, which are approved by the Architectural Committee, but shall apply to all other such changes, including the addition of windows, application of stucco, removal of stucco, etc.

The same consent shall be obtained in the event of a change to the wall separating the Rear Yard Easement from the Front Yard/Driveway Easement.

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

Each Owner, by acceptance of a deed, acknowledges the provisions of these covenants and further acknowledges that due to the placement of homes on particular Lots, the shape and terrain of certain Lots, the configuration of streets, and other factors, the precise dividing line between the Front Yard/Driveway Easements and Rear Yard Easements shown on Drawings 1 through 8 attached hereto may of necessity fluctuate as many as several feet in either direction as a result of construction of models by developer. Regardless of such fluctuation, the easements intended hereby shall apply to the fullest extent, and the precise location of Rear Yard Easements and Front Yard/Driveway Easements shall be determined by the Declarant's final construction of improvements and shall not be altered without the consent of each adjacent Owner. Any incidental deviation in the location of the Front Yard/Driveway Easements and Rear Yard Easements from the locations shown on Drawings 1 through 8 which was caused in the course of original construction by the Declarant shall be deemed valid, and the Owner of the constructed improvements shall be deemed to have a permanent and valid easement of encroachment.

The provisions of this Section 6, Article IV 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 initial construction.

ARTICLE V

THE ASSOCIATION

There is hereby created the Sunrise Presidio East Homeowners Association, Inc. The Association shall be responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, management and operation of the Common Areas. The Association shall, to the extent applicable, be responsible for:

- (a) the maintenance of the common streets, roads, and sidewalks (if applicable) located with-in 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 re-construction of street signs, walls, fences, and other improvements originally constructed by Declarant on the Common Areas;
- (d) the payment of real estate taxes, ad valorem taxes, assessments and other charges on those portions of the Common Areas owned by the Association;
- (e) the insurance of all improvements which the Association is obligated to maintain against damage by casualty with such companies and with such limits as the Association deems appropriate;
- (f) the hiring, firing, supervision and paying of employees and independent contractors, including but not limited to, watchmen, security personnel to operate the restricted entry system (if any), workmen, landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;
- (g) the maintenance of such liability insurance as the Association deems necessary to protect the Members and the Board of Directors of the Association from liability for conditions existing and events occurring on or about the Common Areas, including, but not limited to, errors and omissions insurance for the Board of Directors of the Association;
- (h) the maintenance of workmen's compensation insurance for the employees, if any, of the Association;
- (i) the purchase of all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;
- (j) the enforcement, in its sole discretion, of the provisions of this Declaration, including, but not limited to, the Use Restrictions provided for in Article XIII here-of;
- (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 un-foreseen 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 to the Members other than Declarant the operation of the Association, which may or may not be at the same time Declarant relinquishes its voting rights as provided in Article VII Section 2 hereof, Declarant shall deliver to the Association's Board of Directors at the Association's offices, all corporate and accounting books and records and a written notice that Declarant intends to turn over control of the Association within thirty (30) days of receipt of the

corporate books, accounting records and written notice of Declarant's intent to turn over the operations of the Association, the Members shall notify Declarant in writing of any claims or disputes with regard to the operations of the Association by the Declarant, including the construction and maintenance of any streets, roads, sidewalks, street signs, walls, fences, landscape or any other improvements in the Common Areas originally constructed by Declarant or the collection of assessments, or shall by their failure to so notify Declarant, forever waive and relinquish any such claims or disputes with the Declarant. Any valid and timely written claims or disputes presented to the Declarant shall be resolved promptly between the Members and the Declarant.

ARTICLE VI

MEMBERSHIP

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

ARTICLE VII

VOTING RIGHTS

SECTION 1: 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 them-selves 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, and subject to Article XVI, Section 5 hereof, no Member, other than Declarant, shall be entitled to vote on any matter of concern to the Association until all the Lots as designated on the Plat 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; provided, however, that Declarant's exclusive voting rights notwithstanding, in the event the Properties have been approved as a planned unit development by the Federal Home Loan Mortgage Corporation, at least two-thirds of the votes of all Owners, including the Declarant, and the consent of at least two-thirds of all First Mortgagees shall be required prior to the Declarant's taking any action to accomplish any of the following:

- (a) an action to abandon, partition, subdivide, encumber, sell or transfer any Common Areas owned, directly or indirectly, by the Association, provided that the granting of easements for public utilities or purposes consistent with the intended use of such Common Areas, or for other

purposes deemed necessary for the full use, enjoyment and development of the Properties shall not be deemed a transfer, sale or encumbrance within the meaning of this Article;

(b) an action to change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;

(c) an action to change, waive or abandon any material scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Dwelling Units, the exterior maintenance of the Dwelling Units, and the maintenance of the Common Areas (this section does not apply to changes in architectural design or model homes, which changes are made by Declarant);

(d) a decision not to maintain fire and extended coverage on insurable improvements on the Common Areas on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(e) a decision to use hazard insurance proceeds for losses to any Common Areas and improvements thereon for other than the repair, replacement or reconstruction of such Common Areas and improvements thereon.

"First Mortgages," for purposes of this section are defined in the same manner as set forth in Article IX, Section 1 below.

ARTICLE VIII

ASSESSMENTS

SECTION 1: 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: 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 The Arizona Bank for short-term loans to its most creditworthy customers as of the date of default or judgment, whichever interest rate is higher, payable from the date of default, until such delinquent assessment is paid. The obligation of every Owner to pay assessments levied by the Association is absolute and shall not be affected by any claim the Owner may have, or believes he has, against any other person, including Declarant or the Association, nor shall such obligation be affected by any irregularity in the manner or timing in which notice of assessment is given. Moreover, the sale of a Lot encumbered by the lien of a delinquent assessment property shall not relieve the Owner thereof from the obligation to pay the pro-rata share of annual dues and assessments for any portion of a year which he owned said Lot and such Owner personally shall remain jointly and severally liable for such delinquent assessments as with any subsequent Owner.

The lien against any Lot may be foreclosed in the same manner as a Mortgage and each Owner consents to the recording by the Association of a Notice and Claim of Lien in the event of any assessment remaining delinquent ten (10) days after the due date. Said Notice and Claim of Lien may be described by

a different title, but shall be recorded in the office of the Pima County Recorder and may set forth the amount of the delinquent assessment and any other matter deemed appropriate by the Association.

SECTION 3: Any lien upon a Lot for delinquent assessments shall be subject and subordinate to a recorded first realty Mortgage upon any of said Lots made in good faith and for value, and which is for the construction of improvements on the Properties, whether now existing or made and recorded at any time hereafter. Should a Mortgagee of a prior Mortgage of record, or any assignee of a Mortgagee, obtain title to any Lot as a result of a foreclosure of a Mortgage encumbering title thereto, such acquirer of title, his successors or assigns, including any purchaser at 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: 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: Each Owner shall, for the regular annual assessment due by reason of the ownership of one or more Lots, pay to the Association within ten (10) days from the receipt of notice of assessment and invoice, a sum equal to that owner's pro rata share of actual Association costs and expenses incurred in the performance of its obligations with respect to the Common Areas, including, but 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 there-to, and the Associations legal and accounting costs, expenses of repair and cleaning, management fees due to outside management personnel or incurred by reason of services rendered in management of the Properties, expenses for the charges of a fire company, insurance premiums, reserve accounts, if established by the Board of Directors of the Association for repairs and maintenance, and for other necessary expenses. Each Owner's pro rata share of such expenses shall be determined by dividing the number of Lots he owns by the total number of Lots less any Lots owned by the Declarant.

SECTION 6: 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: 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: 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: The Board of Directors of the Association shall determine and levy special assessments, in the same manner as set forth above, in the event that unexpected hazards or expenses require repair or replacement of facilities in or on the Common Areas and the funds in the Association obtained through the regular assessments should be insufficient therefor.

SECTION 10: Notwithstanding any provisions of this Article, neither Declarant nor the developer of the Properties, Fairfield Sunrise Village, Inc., shall 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 re-pairing the Common Areas or facilities located thereon while the Properties are in the development stages and during the sale and disposition thereof.

ARTICLE IX

MORTGAGEE'S PROTECTION PROVISIONS

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

The term "First Mortgagees" as used for purposes of this Article IX shall mean those holders of First Mortgages who have requested in writing of the Association that they be notified of proposed actions requiring approval or a percentage approval of such First Mortgagees as set forth below.

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 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: After such time as the Declarant has relinquished its exclusive voting rights, or after all Lots in the Properties have been sold by Declarant, whichever shall first occur, the Association shall not, without first obtaining the approval of at least sixty-seven percent (67%) of the votes of the Lot Owners, including Declarant, and the consent of fifty-one percent (51%) of the First Mortgagees, amend this Declaration or the Articles of Incorporation or Bylaws of the Association in any fashion so as to materially affect the following matters:

1. Voting rights of Members;
2. Assessments, assessment liens, or subordination of assessment liens;
3. The establishment and maintenance of reserves for maintenance, repair and replacement of Common Areas and facilities related thereto;
4. The responsibility for maintenance and repairs;
5. The reallocation of interests in the general or limited common areas, or rights to their use;
6. The delineation of the boundaries of any Lot;
7. The convertibility of Lots into Common Areas or vice versa;
8. The expansion or contraction of the Properties or the construction projects related thereto, or the addition, annexation or withdrawal of real property to or from the Properties;
9. The issuance of fidelity bonds with respect to the Properties;
10. The leasing of Lots or Dwelling Units prior to sale by Declarant;
11. The imposition of any restrictions on an Owner's right to sell or transfer his or her Lot;
12. A decision by the Association to establish self-management when professional management had been previously required by a First Mortgagee;
13. The restoration or repair of the Properties after a hazard or partial condemnation in a manner other than that specified in this Declaration or in the Bylaws of the Association;
14. Any action to terminate the legal status of the Properties after substantial destruction or condemnation thereof; or
15. Any provisions based on such Bylaws that expressly benefit Mortgage holders, insurers or guarantors.

SECTION 7: Notwithstanding the foregoing, if the required percentage of the Owners of Lots shall determine to terminate the legal status of the Properties for reasons other than substantial destruction or condemnation, the required percentage approval of First Mortgagees shall be sixty-seven percent {67%}.

SECTION 8: 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 9: 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 10: 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 11: Each First Mortgagee shall, upon written request to the Association, be entitled to:

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

SECTION 12: Each First Mortgagee shall, upon written request to the Association, be entitled to written notice from the Association at least thirty (30) days prior to:

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

ARTICLE X

INSURANCE OF COMON 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 and all insurable facilities and improvements thereon in an amount of a minimum of One Million (\$1,000,000.00) Dollars coverage insuring against liability for bodily injury and property damage resulting from the use of the Common Areas or the maintenance or operation thereof and any liability arising from a contract of employment between the Association and another person or entity. The Association shall also secure fire and extended coverage, together with a standard "all risk" endorsement and, to the extent the same can be obtained, "agreed amount" and "inflation guard" endorsements, and any construction code endorsements required under law, which coverage shall be in an amount to be determined by the Board of Directors of the Association, but in no event less than 100% of the current replacement value of Common Areas and facilities so that same will adequately and properly insure all structures, equipment and improvements on the Common Areas. The cost of such insurance shall be paid by the Association. The Association shall have authority to negotiate with the insurance carrier and to adjust losses, make settlements and give releases to the insurance carrier. Each policy of insurance provided for under this Section 1 shall recite that the same may not be cancelled or benefits hereunder be alterable without ten (10) days' notice in writing to the Association.

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 for the difference between the sum received as insurance proceeds and the reasonable cost of repair or replacement of the damaged or destroyed Common Area facilities. In the event that less than 67% of the Members shall consent to such special assessment of the Owners, no such assessment shall be made and the Board of Directors of the Association may determine to only partially restore or replace the damaged or destroyed facilities or to make some other use of the affected Common Area(s).

SECTION 3: 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.

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

policy provisions which would render the mortgagee or beneficiary clause invalid by reason of the failure of such mortgagee or beneficiary to notify the insurer of any hazardous use of such improvements and any policy requirement that the mortgagee or beneficiary pay the premium thereof.

SECTION 5: If the Properties or any portion thereof is located within an area identified as a special flood hazard area by the Federal Emergency Management Agency, the Association shall obtain a policy of flood insurance, the premiums for which shall be paid by the Association, insuring the Common Areas and all improvements located thereon in an amount equal to the lesser of 100% of the current replacement cost of such improvements and other insurable property or the maximum coverage available for the Properties under the National Flood Insurance Program. Such policy of insurance shall provide that the same may not be cancelled or altered without at least ten (10) days written notice to the Association.

SECTION 6: In addition to the above policies of insurance, the Association shall procure a Fidelity Bond naming the Association as an obligee and providing coverage against the dishonest acts of all officers, directors and employees having responsibility for funds held or administered by the Association, which bond shall be in an amount equal to the maximum sums which will be in, the custody of the Association at any time during the time that the bond is in force, but in no event less than the sum of three (3) months assessments against all Lots plus any reserve funds maintained by the Association.

ARTICLE XI

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, drive- ways, or other structures on his Lot conform to the Use Restrictions of Article XIII herein. If an Owner fails or refuses to remove or repair any nonconforming structure, the Association may, in its sole discretion, remove or repair the nonconforming structure, and the cost of removal or repair shall be added to and become part of the assessment to which the Owner of the nonconforming Lot is subject, and shall be collected in like manner as delinquent assessments.

ARTICLE XII

ARCHITECTURAL COMMITTEE

SECTION 1: There is hereby established an Architectural Committee which Architectural Committee shall act in accordance with this Article XII. The Architectural Committee shall be composed of a minimum of three (3) members appointed by the Declarant until such time as the Declarant

relinquishes control of the Association or all of the Lots have been sold and conveyed to persons other than Declarant, after which time such appointments shall be made by the Board of Directors of the Association. Members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this Article XII. Designated representatives of the Architectural Committee shall be entitled to such compensation as may be determined by the Board of Directors, payable as an expense of the Association.

SECTION 2: All architectural matters within the Properties shall be subject to the discretionary review of the Architectural Committee, except as otherwise provided here-in. 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 shall be required to obtain the written approval of the Architectural Committee which approval may be given in the sole discretion of the Architectural Committee. The Owner shall submit to the Architectural Committee two (2) complete sets of plans for the proposed improvements, specifications (including exterior color schemes) and plot plans which shall include the location of all major structures. Approval of the plans and specifications shall be evidenced, if at all, by the written endorsement of the Architectural Committee made on the plans and specifications. One (1) set of the endorsed plans shall be returned to the Owner of the Lot proposed to be improved prior to the beginning of any construction. One (1) set of plans and specifications shall be retained by the Architectural Committee. No changes or deviations in or from the plans and specifications, insofar as the exterior of the proposed improvements are concerned, shall be made without the written approval of the Architectural Committee. After construction is completed, no further change including any change of exterior color, shall be made without the written permission of the Architectural Committee.

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

SECTION 3: 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 pro-proposed alteration or modifications to an existing structure.

SECTION 4: 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 5: 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 6: 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 7: 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 8: 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.

ARTICLE XIII

USE RESTRICTIONS

SECTION 1: Land Use and Building Type.

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

SECTION 2: All structural and design work shall be accomplished in accordance with the Uniform Building Code as adopted by the County of Pima or other competent jurisdiction. Electrical and mechanical work shall conform to all applicable local and national codes. All buildings, fences, ledges, improvements or appurtenances or other structures of any nature shall be in compliance with the setback requirements of the County of Pima or other competent jurisdiction, including but not limited to, the front, side and rear setbacks; the same must be approved by the Architectural Committee before the commencement of any construction.

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

SECTION 4: 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: The exposed exterior surfaces of any building wall, retaining wall exceeding 18" in height, or patio wall which is constructed of plain or colored standard CMU (concrete block), pumice block, cinder block or any similar material, shall be stuccoed in such a manner as will permanently conceal the nature of such construction. At least seventy-five percent (75%) of the area of exterior walls of any building (exclusive of glass areas) shall be constructed of masonry. 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.

SECTION 6: 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 shall be made of any Lot, and no building or structure intended for or adapted to business purpose, and no apartment house, duplex, lodging house, rooming house, hospital, sanitarium or doctor's office, multiple family dwelling or other similar structure or use shall be erected, placed, permitted or maintained on Properties on any part thereof. No room or rooms in any residence on said Lots shall be rented or leased; provided that nothing in this Section shall be construed as preventing the renting or leasing of an entire Lot, together with its improvements. However, no Lot may be rented for a hotel or transient purpose, which shall be construed to mean for a period of less than thirty (30) days, nor shall any lot be rented to other than a family as defined by the Pima County Zoning Code.

SECTION 8: 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 any time 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: 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 out-buildings, garage or other structures relating to the principal residence may be simultaneously constructed, and nothing herein shall be construed to prevent the incorporation and construction of a garage in and as part of such residence. The Architectural Committee may require that any garages and other accessory buildings be incorporated as a part of and attached to the Dwelling Unit, in a manner approved by the Architectural Committee rather than located apart from the Dwelling Unit.

SECTION 10: 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: 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 any time in view of an adjacent street.

SECTION 12: No Lot or Lots shall be re-subdivided except for the purpose of combining the re-subdivided portions with another adjoining Lot or Lots, provided that no additional Lot is created thereby. This Section shall not prohibit the combining of Lots.

SECTION 13: 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: 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: All Owners and guests and invitees shall park any and all motorized or non-motorized vehicles in off-road parking spaces shown on approved plans. Parking spaces shall include the

paved driveways in each Lot and any additional parking spaces, if any, as set forth in the Plat but shall not include other Common Areas not so designated. Additional parking spots, if any, may be designated from time to time by the Board of Directors of the Association. Notwithstanding the above provision, Owners and their guests and invitees may park in front of a Lot for purposes of loading and/or unloading personal belongings from a motorized or non-motorized vehicle if the time in which the vehicle is parked in any non-designated space is less than one and one-half (1-1/2) hours in any twenty-four (24) hour period.

Parking and/or storing of recreational vehicles (including, but not limited to, motorhomes, vans, campers, trailers and boats) is prohibited on all portions of the Properties, except within the confines of either a standard-sized carport or a standard-sized garage, as approved by the Architectural Committee or on the parking area of an owner's Lot or in any designated common parking areas within the sub-division 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: 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: 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.

SECTION 18: 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: 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: 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, and no such sign shall be visible in the windows of any Dwelling Unit or attached to the Dwelling Unit. 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 shall be of a retractable type concealed from view of neighboring Lots and streets.

SECTION 22: 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: Any or all of the restrictions of this section are subject to waiver by the Architectural Committee, and any such waiver may apply at the option of the Architectural Committee to fewer than all of the Lots without waiver or such restriction as to any other Lot or Lots.

SECTION 24: 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: Nothing in this Declaration shall limit the right of Declarant or its agents, or the developer, Fairfield Sunrise Village, Inc., to complete excavation, grading and construction of improvements on any Lot or Common Areas within the Properties, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable so long as any Lot therein remains unsold, or to use any structure in the subdivision as a model home or real estate sales, administrative or leasing office. Declarant need not seek or obtain the approval of the Board of Directors of the Association or Architectural Committee for the installation of any improvements, including landscaping. The rights of Declarant hereunder or elsewhere in these Restrictions may be assigned.

ARTICLE XIV

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 XV

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.

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, 2025, each and every amendment hereof made by the Association shall be first submitted to Declarant for its approval and Declarant shall have the reasonable right to veto any proposed amendment, and upon such veto, such amendment shall be null and void and of no force and effect.

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

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

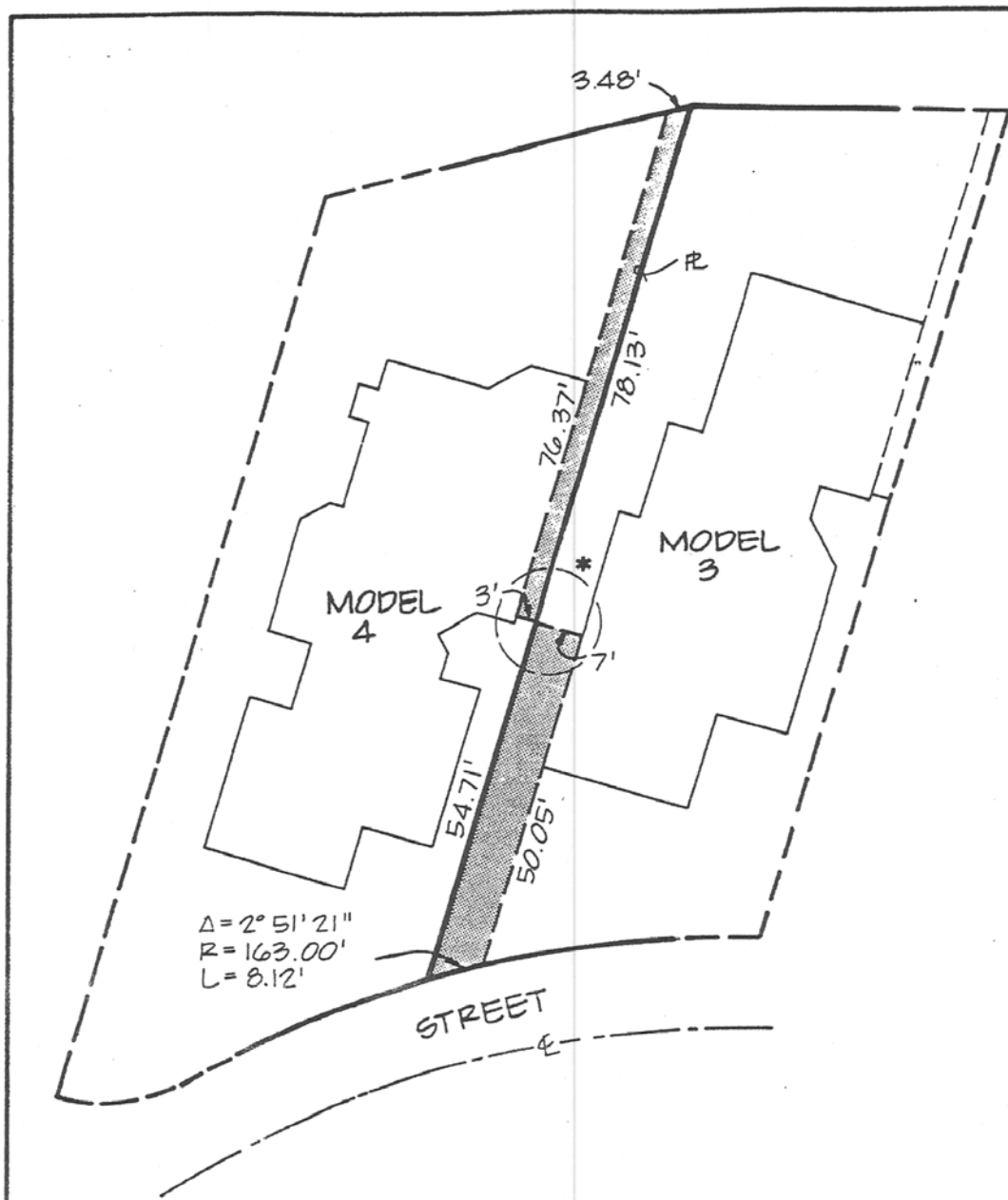
SECTION 6: The aforesaid provisions, conditions, restrictions and covenants, and each and all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 2015, at which time, they shall be automatically extended for successive periods of twenty-five (25) years, unless repealed by seventy-five percent (75%) of the votes of Owners, including Declarant.

SECTION 7: By acceptance of a deed or acquiring any ownership interest in any Lot, each person or entity, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns,

binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme to the development of the Properties and hereby evidences his intent that all restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

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

HERE FOLLOWS DIAGRAMS REFERENCED



* EASEMENT IS DEFINED BY THE LOCATION OF THE DIVIDING WALL AND MAY VARY BY AS MUCH AS SEVERAL FEET IN THIS AREA

SCALE: 1" = 20'



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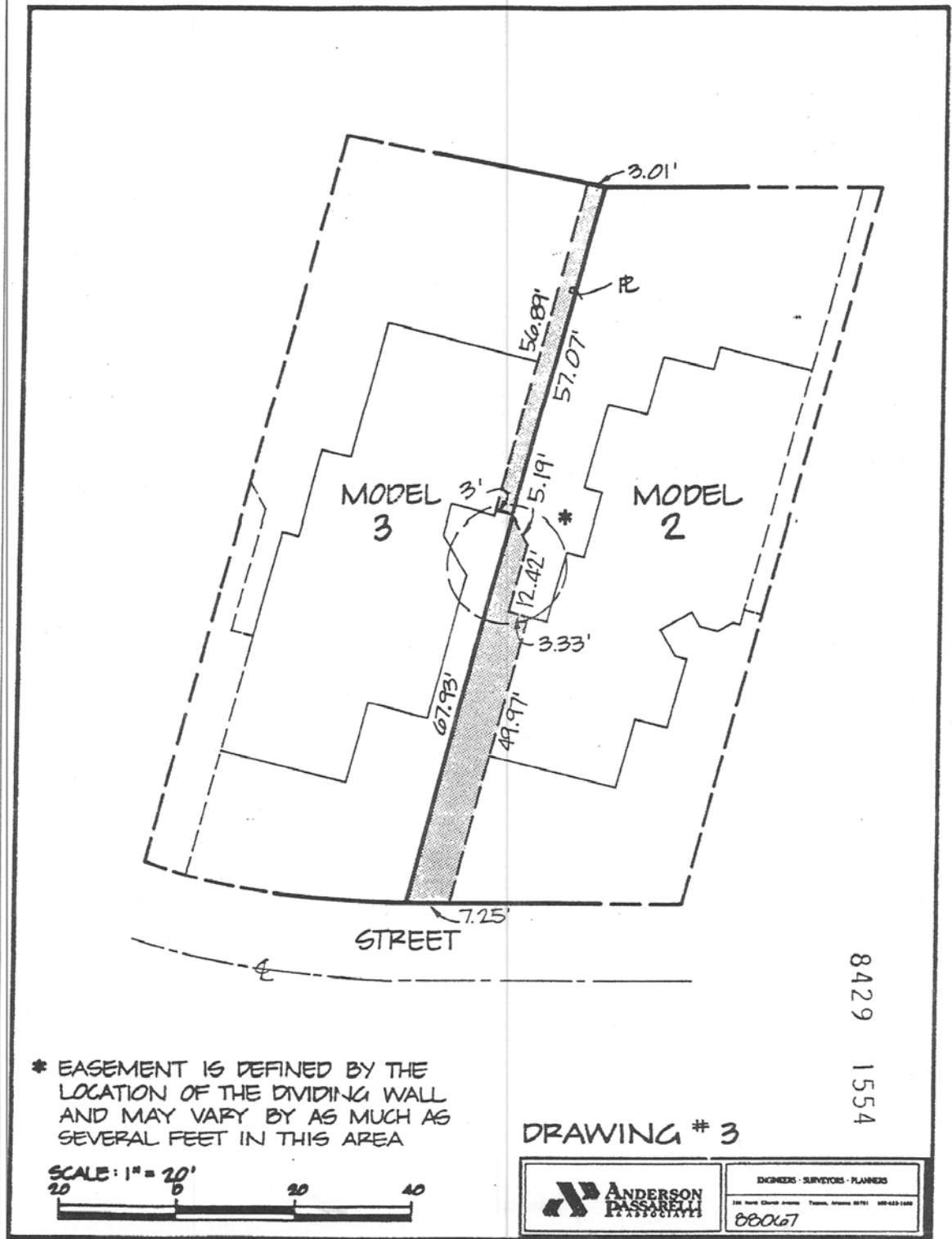
ANDERSON
PASSARELLI
ASSOCIATES

ENGINEERS - SURVEYORS - PLANNERS

200 North Center Street, Tallahassee, Florida 32301-4400

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* EASEMENT IS DEFINED BY THE
LOCATION OF THE DIVIDING WALL
AND MAY VARY BY AS MUCH AS
SEVERAL FEET IN THIS AREA

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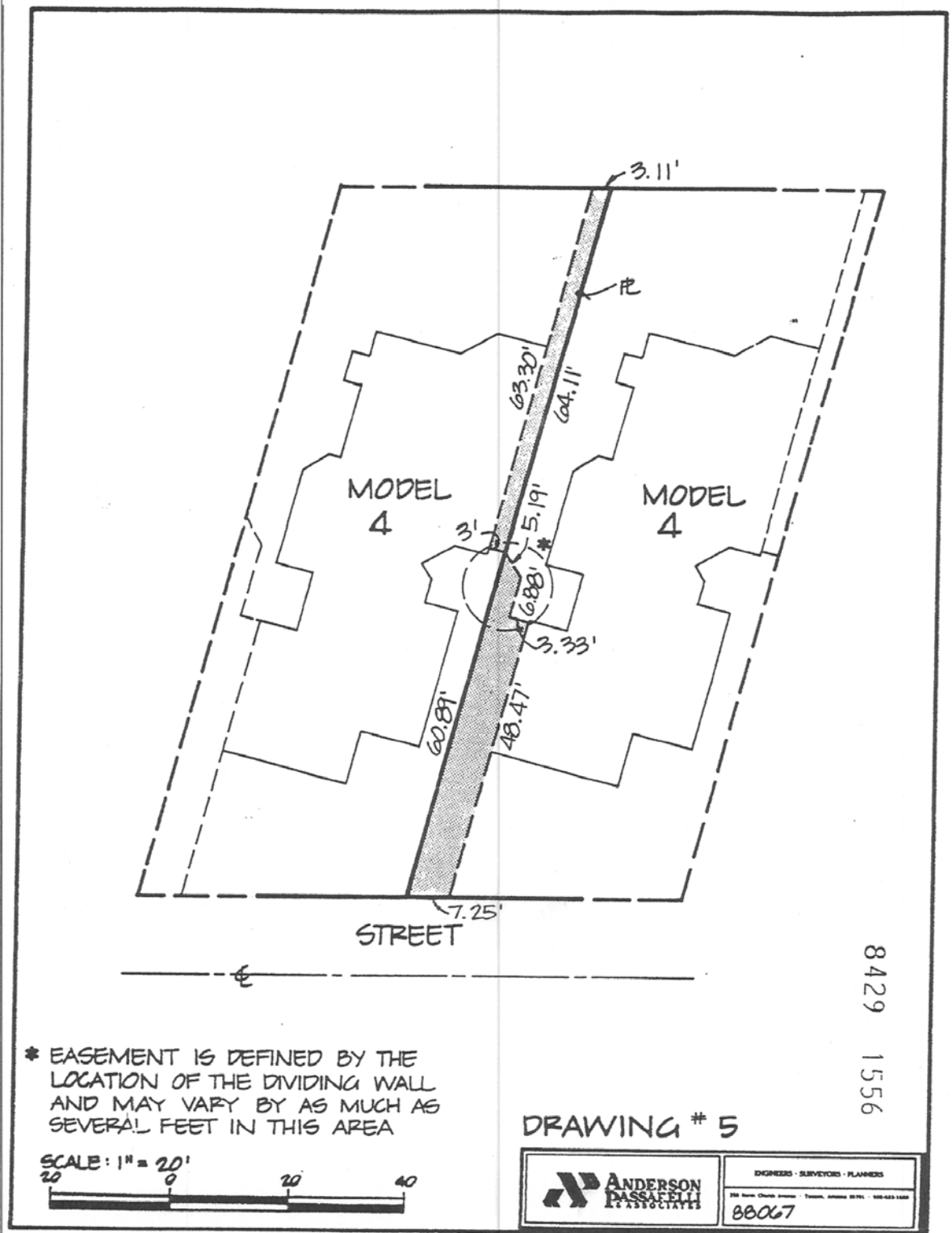
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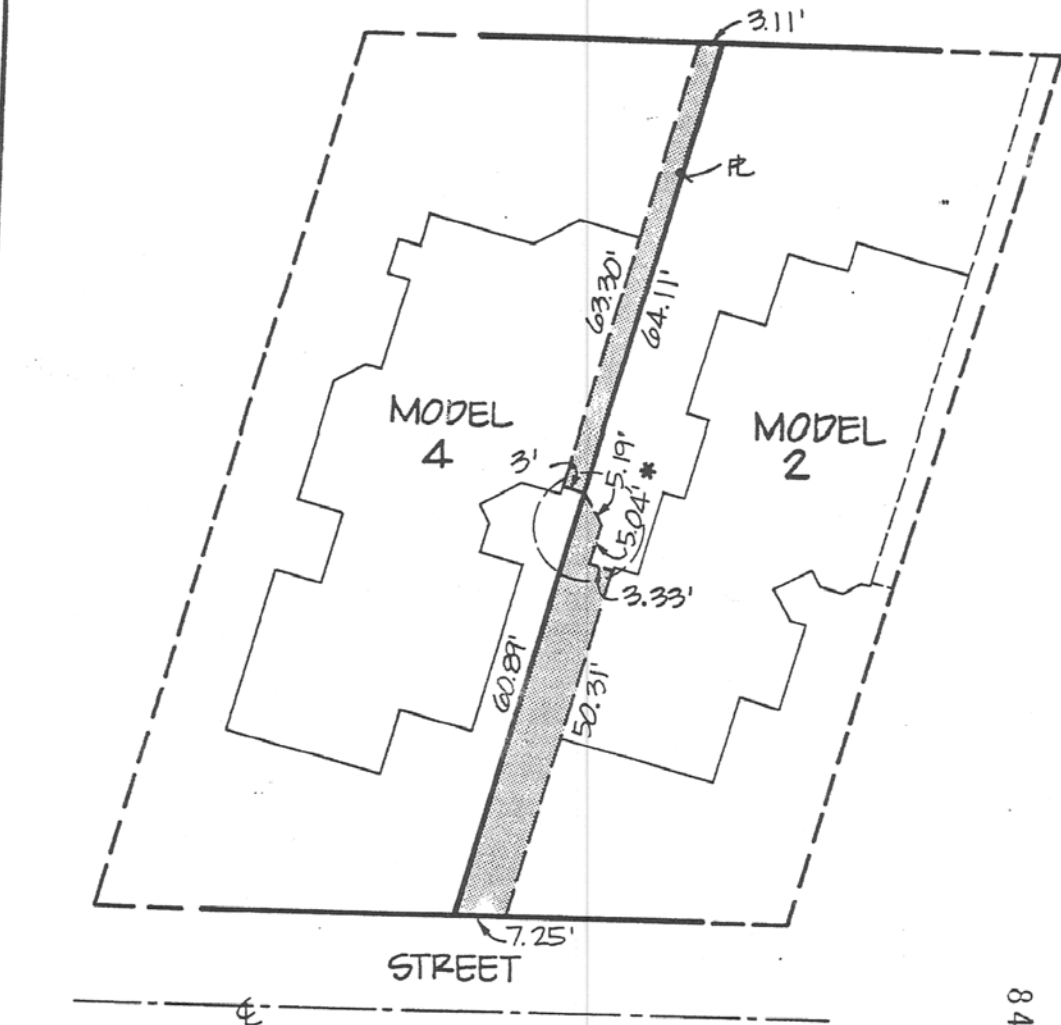


ENGINEERS - SURVEYORS - PLANNERS

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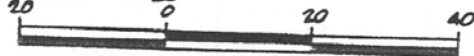
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* EASEMENT IS DEFINED BY THE
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AND MAY VARY BY AS MUCH AS
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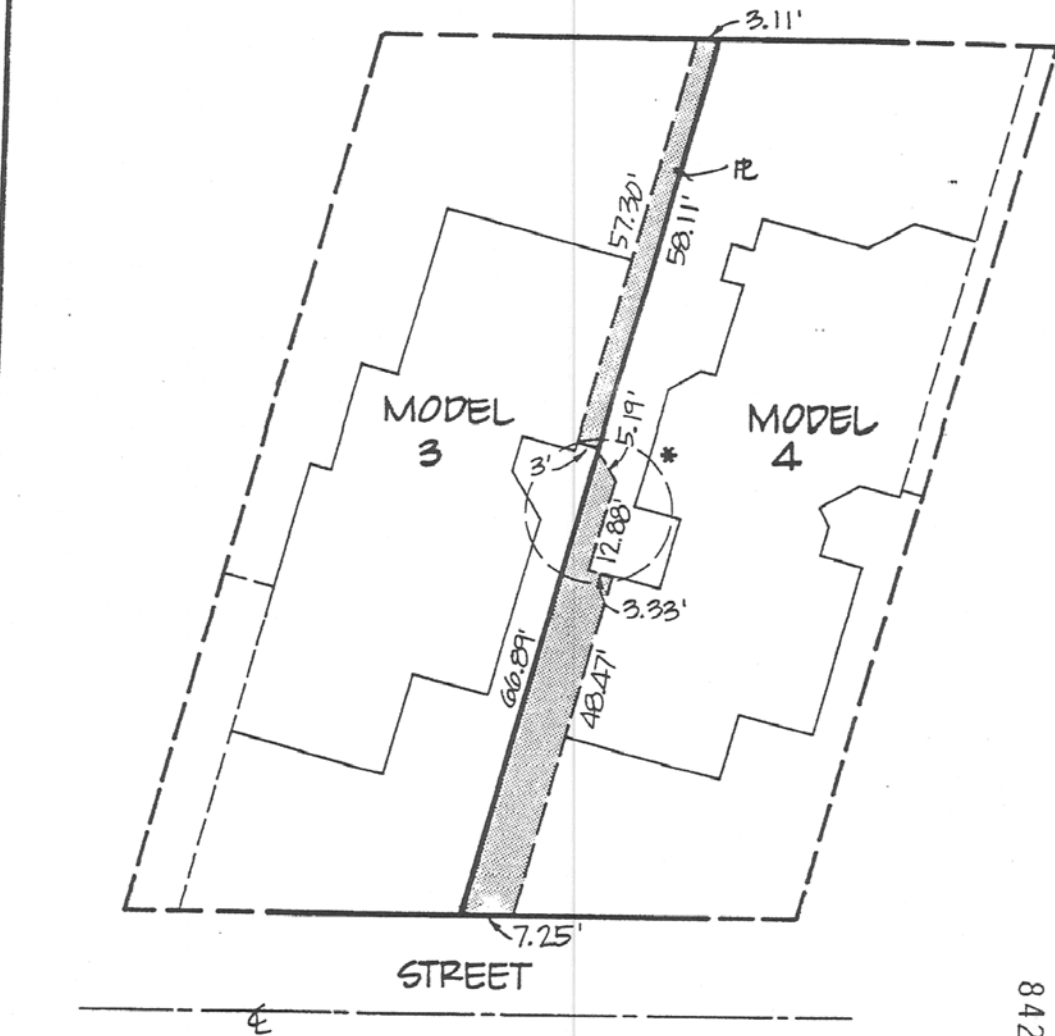
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AND MAY VARY BY AS MUCH AS
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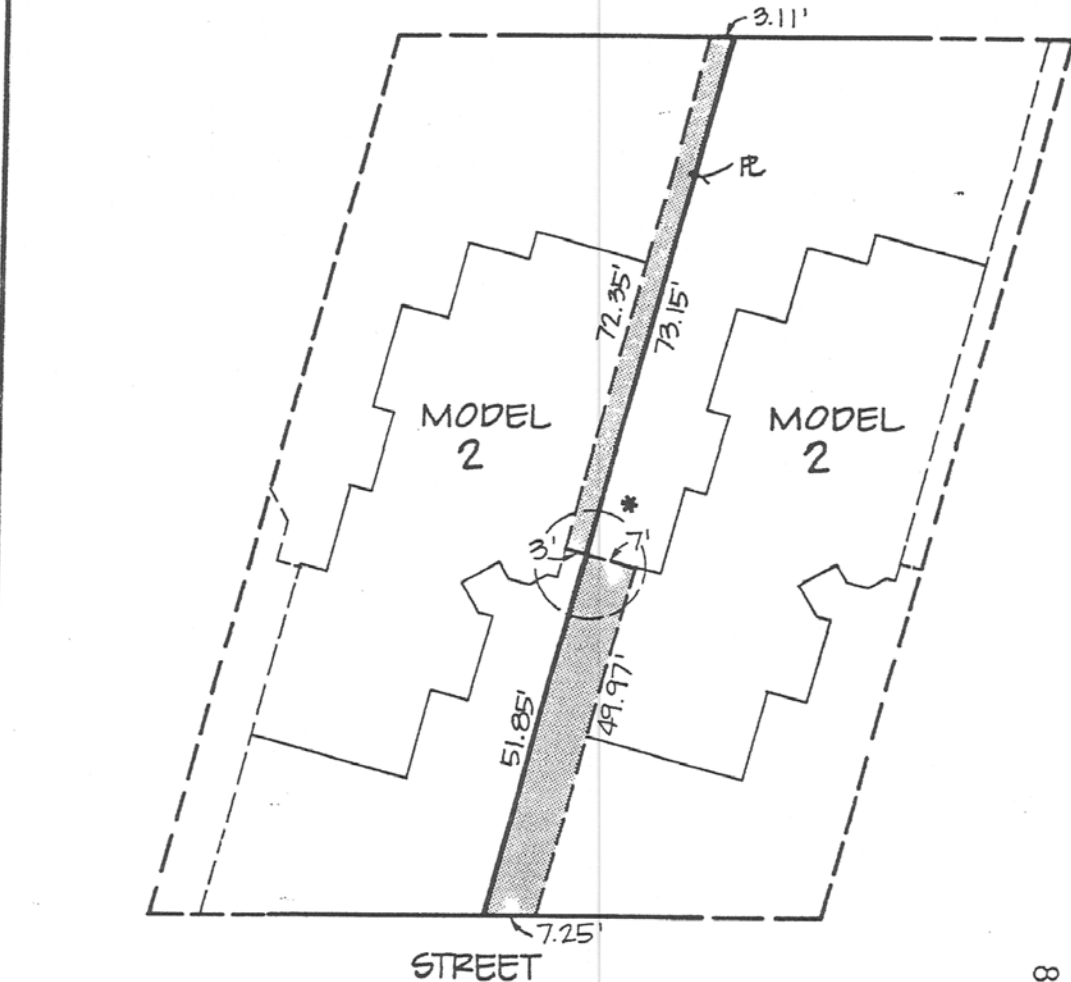
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* EASEMENT IS DEFINED BY THE
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AND MAY VARY BY AS MUCH AS
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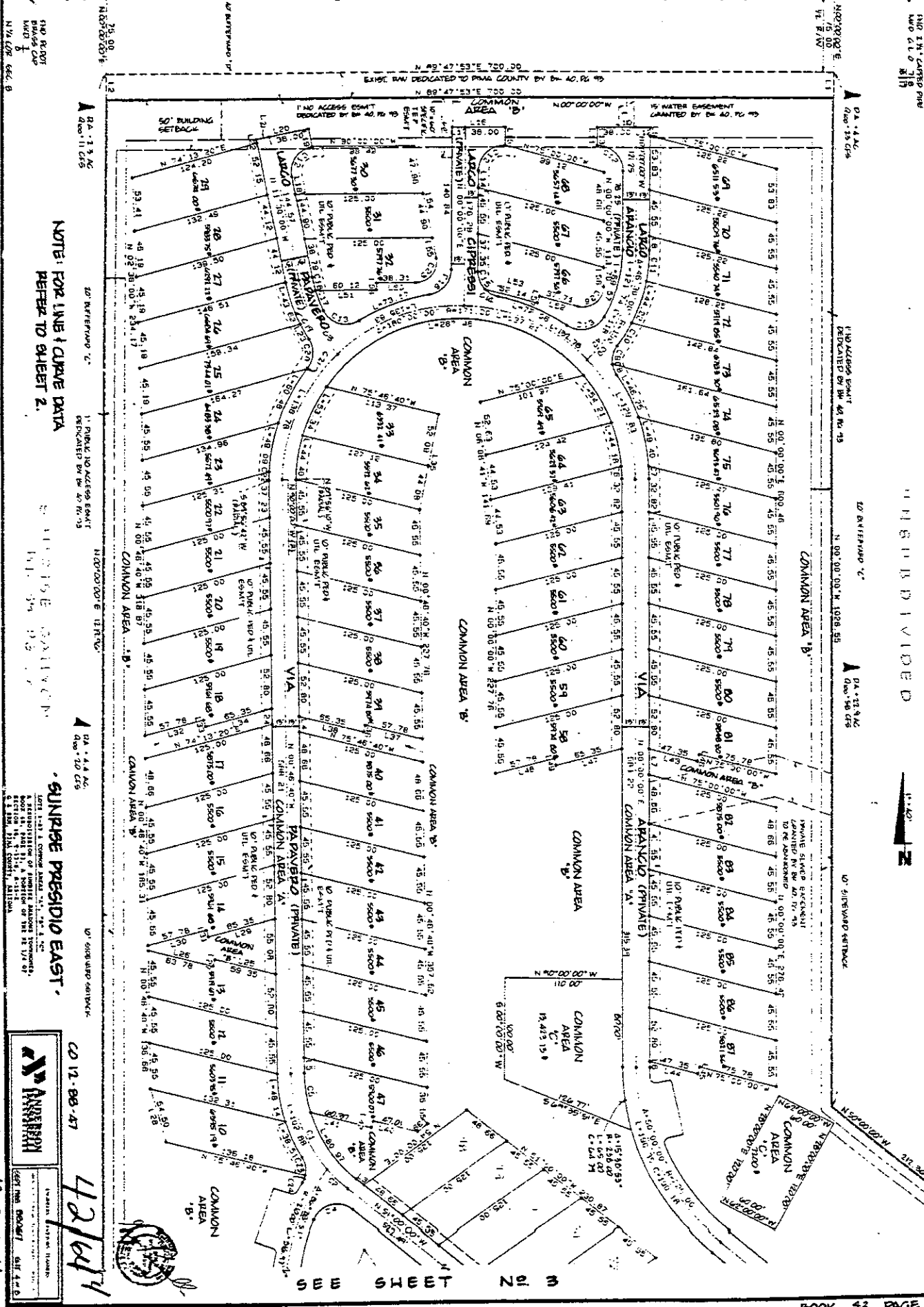
**ANDERSON
PASSARELLI
& ASSOCIATES**

ENGINEERS - SURVEYORS - PLANNERS

200 North Clinton Avenue, Suite 100, St. Paul, MN 55101-1000
651-444-1100

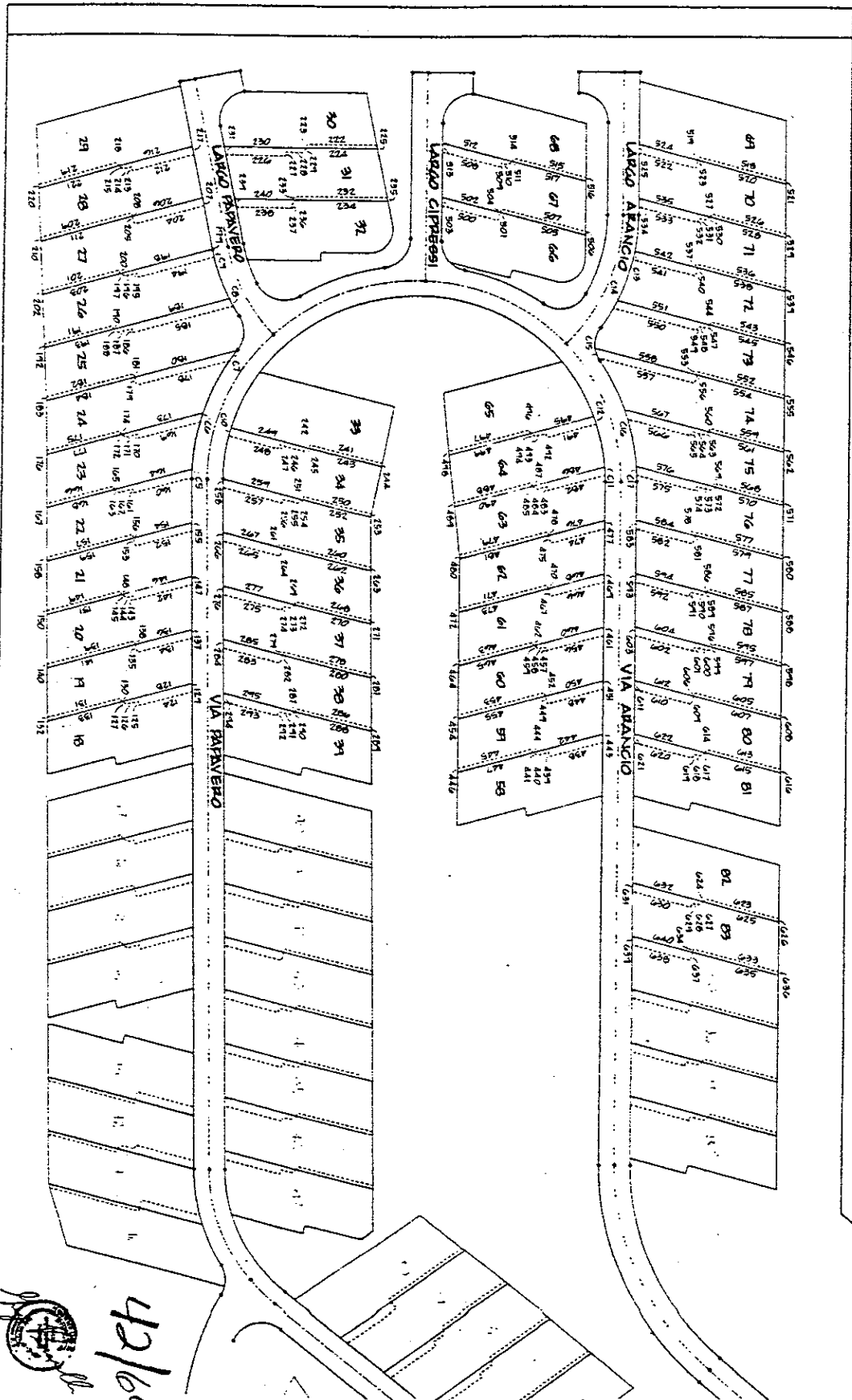
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This is not a survey plat but a plat
 furnished as a courtesy only.

This is not a survey plat but a plat
furnished as a courtesy only.



NOTE: FOR EASEMENT DATA TABLES,
SEE SHEETS 7 & 8.

EASEMENT MAP
- SUNRISE PRESIDIO EAST -

REPRODUCTION OF SURVEY PLAT FOR THE
SUNRISE PRESIDIO EAST, A PORTION OF THE PT 1/4 OF
SECTION 10, T12N, R10E, S10E, 10TH DISTRICT, TARRANT
COUNTY, TEXAS.



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LINE	BEARING	DISTANCE	CURVE	DELTA	RADIUS	LENGTH	CHORD
1	N 00° 00' 00" E	25.00			150.00	131.48	127.31
2	N 00° 00' 00" E	25.00			150.00	28.61	28.66
3	N 51° 00' 00" W	10.00			150.00	83.78	82.69
4	N 51° 00' 00" W	10.00			150.00	46.64	46.16
5	N 51° 00' 00" W	10.00			150.00	39.12	38.64
6	N 00° 00' 00" E	12.75			137.00	12.81	12.61
7	N 00° 00' 00" E	12.75			137.00	12.81	12.61
8	N 00° 00' 00" E	12.75			137.00	12.81	12.61
9	N 00° 00' 00" E	12.75			137.00	12.81	12.61
10	N 00° 00' 00" E	12.75			137.00	12.81	12.61
11	N 00° 00' 00" E	12.75			137.00	12.81	12.61
12	N 00° 00' 00" E	12.75			137.00	12.81	12.61
13	N 00° 00' 00" E	12.75			137.00	12.81	12.61
14	N 00° 00' 00" E	12.75			137.00	12.81	12.61
15	N 00° 00' 00" E	12.75			137.00	12.81	12.61
16	N 00° 00' 00" E	12.75			137.00	12.81	12.61
17	N 00° 00' 00" E	12.75			137.00	12.81	12.61
18	N 00° 00' 00" E	12.75			137.00	12.81	12.61
19	N 00° 00' 00" E	12.75			137.00	12.81	12.61
20	N 00° 00' 00" E	12.75			137.00	12.81	12.61
21	N 00° 00' 00" E	12.75			137.00	12.81	12.61
22	N 00° 00' 00" E	12.75			137.00	12.81	12.61
23	N 00° 00' 00" E	12.75			137.00	12.81	12.61
24	N 00° 00' 00" E	12.75			137.00	12.81	12.61
25	N 00° 00' 00" E	12.75			137.00	12.81	12.61
26	N 00° 00' 00" E	12.75			137.00	12.81	12.61
27	N 00° 00' 00" E	12.75			137.00	12.81	12.61
28	N 00° 00' 00" E	12.75			137.00	12.81	12.61
29	N 00° 00' 00" E	12.75			137.00	12.81	12.61
30	N 00° 00' 00" E	12.75			137.00	12.81	12.61
31	N 00° 00' 00" E	12.75			137.00	12.81	12.61
32	N 00° 00' 00" E	12.75			137.00	12.81	12.61
33	N 00° 00' 00" E	12.75			137.00	12.81	12.61
34	N 00° 00' 00" E	12.75			137.00	12.81	12.61
35	N 00° 00' 00" E	12.75			137.00	12.81	12.61
36	N 00° 00' 00" E	12.75			137.00	12.81	12.61
37	N 00° 00' 00" E	12.75			137.00	12.81	12.61
38	N 00° 00' 00" E	12.75			137.00	12.81	12.61
39	N 00° 00' 00" E	12.75			137.00	12.81	12.61
40	N 00° 00' 00" E	12.75			137.00	12.81	12.61
41	N 00° 00' 00" E	12.75			137.00	12.81	12.61
42	N 00° 00' 00" E	12.75			137.00	12.81	12.61
43	N 00° 00' 00" E	12.75			137.00	12.81	12.61
44	N 00° 00' 00" E	12.75			137.00	12.81	12.61
45	N 00° 00' 00" E	12.75			137.00	12.81	12.61
46	N 00° 00' 00" E	12.75			137.00	12.81	12.61
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48	N 00° 00' 00" E	12.75			137.00	12.81	12.61
49	N 00° 00' 00" E	12.75			137.00	12.81	12.61
50	N 00° 00' 00" E	12.75			137.00	12.81	12.61
51	N 00° 00' 00" E	12.75			137.00	12.81	12.61
52	N 00° 00' 00" E	12.75			137.00	12.81	12.61
53	N 00° 00' 00" E	12.75			137.00	12.81	12.61
54	N 00° 00' 00" E	12.75			137.00	12.81	12.61
55	N 00° 00' 00" E	12.75			137.00	12.81	12.61
56	N 00° 00' 00" E	12.75			137.00	12.81	12.61
57	N 00° 00' 00" E	12.75			137.00	12.81	12.61
58	N 00° 00' 00" E	12.75			137.00	12.81	12.61
59	N 00° 00' 00" E	12.75			137.00	12.81	12.61
60	N 00° 00' 00" E	12.75			137.00	12.81	12.61
61	N 00° 00' 00" E	12.75			137.00	12.81	12.61
62	N 00° 00' 00" E	12.75			137.00	12.81	12.61
63	N 00° 00' 00" E	12.75			137.00	12.81	12.61
64	N 00° 00' 00" E	12.75			137.00	12.81	12.61
65	N 00° 00' 00" E	12.75			137.00	12.81	12.61
66	N 00° 00' 00" E	12.75			137.00	12.81	12.61
67	N 00° 00' 00" E	12.75			137.00	12.81	12.61
68	N 00° 00' 00" E	12.75			137.00	12.81	12.61
69	N 00° 00' 00" E	12.75			137.00	12.81	12.61
70	N 00° 00' 00" E	12.75			137.00	12.81	12.61
71	N 00° 00' 00" E	12.75			137.00	12.81	12.61
72	N 00° 00' 00" E	12.75			137.00	12.81	12.61
73	N 00° 00' 00" E	12.75			137.00	12.81	12.61
74	N 00° 00' 00" E	12.75			137.00	12.81	12.61
75	N 00° 00' 00" E	12.75			137.00	12.81	12.61
76	N 00° 00' 00" E	12.75			137.00	12.81	12.61
77	N 00° 00' 00" E	12.75			137.00	12.81	12.61
78	N 00° 00' 00" E	12.75			137.00	12.81	12.61
79	N 00° 00' 00" E	12.75			137.00	12.81	12.61
80	N 00° 00' 00" E	12.75			137.00	12.81	12.61
81	N 00° 00' 00" E	12.75			137.00	12.81	12.61
82	N 00° 00' 00" E	12.75			137.00	12.81	12.61
83	N 00° 00' 00" E	12.75			137.00	12.81	12.61
84	N 00° 00' 00" E	12.75			137.00	12.81	12.61
85	N 00° 00' 00" E	12.75			137.00	12.81	12.61

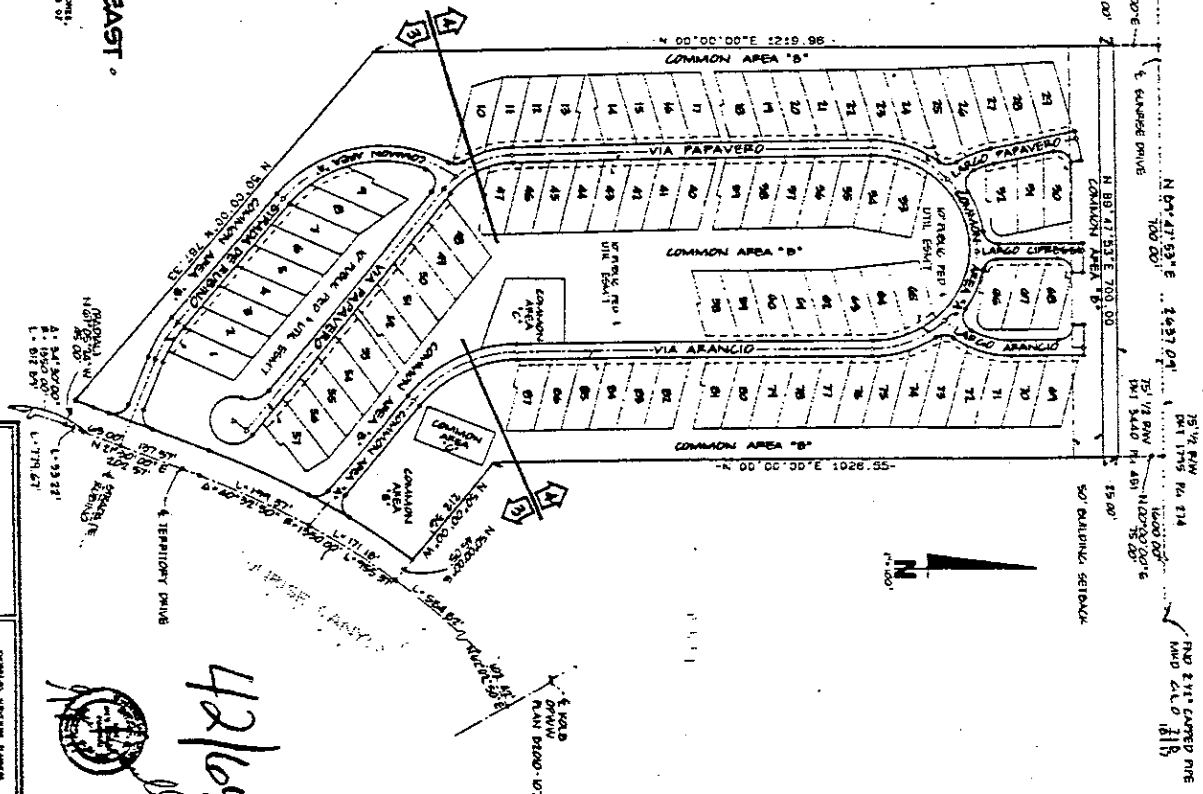
NOTE: LINE DATA TABLES FOR SHEETS 3 & 4 ONLY.

This is not a survey plat but a plat furnished as a courtesy only.

SUNRISE PRESIDIO EAST.

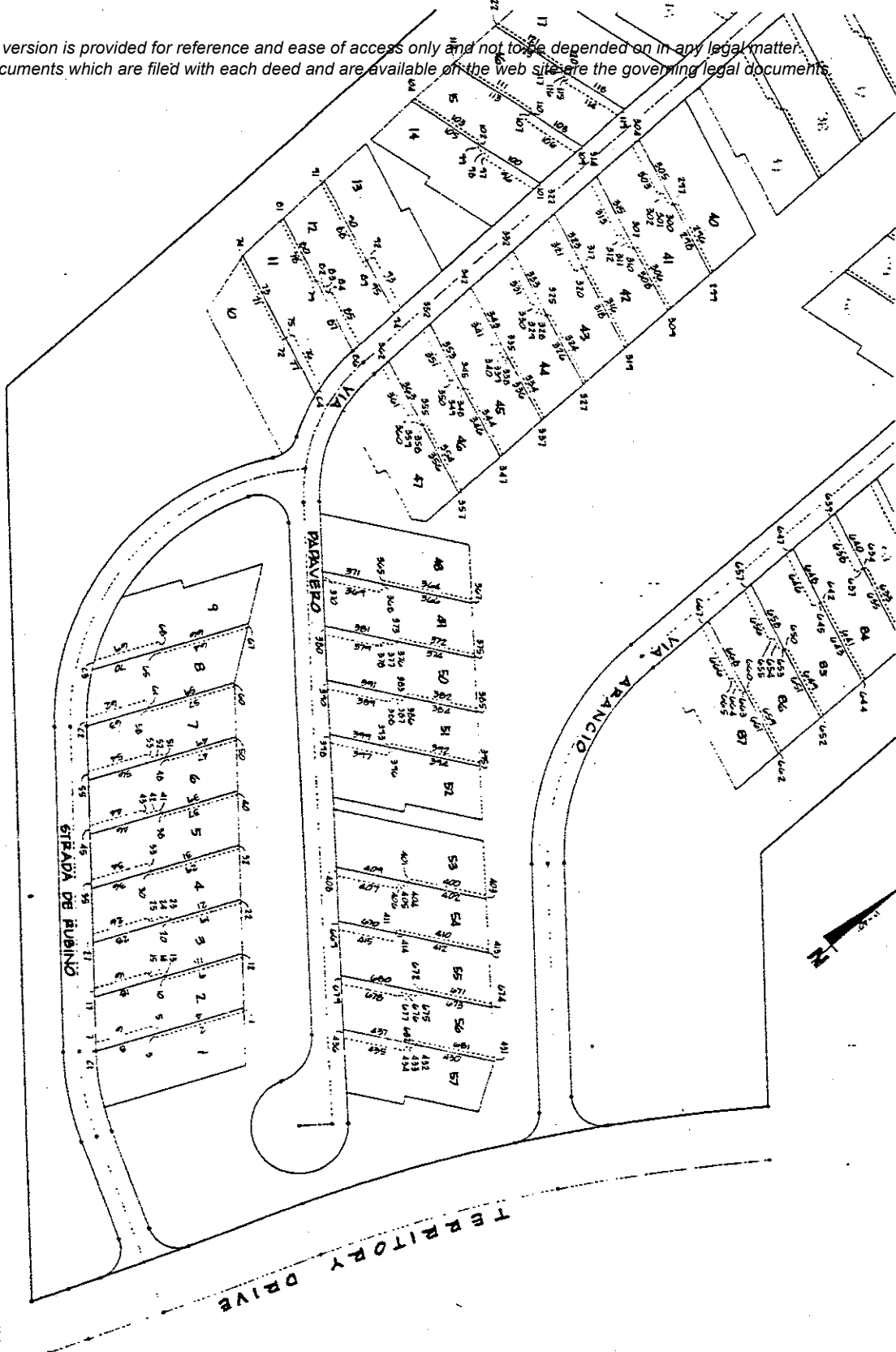
NOTE: THIS IS A COURTESY PLAT. IT IS NOT A SURVEY PLAT. IT IS NOT A LEGAL DOCUMENT. IT IS NOT A RECORD. IT IS NOT A DEED. IT IS NOT A MORTGAGE. IT IS NOT A LEASE. IT IS NOT A LICENSE. IT IS NOT A PERMIT. IT IS NOT A RIGHT OF WAY. IT IS NOT A EASEMENT. IT IS NOT A ENCUMBRANCE. IT IS NOT A INTEREST. IT IS NOT A CLAIM. IT IS NOT A DEMAND. IT IS NOT A ACTION. IT IS NOT A DEFENSE. IT IS NOT A EXCUSE. IT IS NOT A JUSTIFICATION. IT IS NOT A EXPLANATION. IT IS NOT A REASON. IT IS NOT A CAUSE. IT IS NOT A EFFECT. IT IS NOT A RESULT. IT IS NOT A CONSEQUENCE. IT IS NOT A ISSUE. IT IS NOT A PROBLEM. IT IS NOT A SOLUTION. IT IS NOT A ANSWER. IT IS NOT A QUESTION. IT IS NOT A TOPIC. IT IS NOT A SUBJECT. IT IS NOT A OBJECT. IT IS NOT A ATTRIBUTE. IT IS NOT A PROPERTY. IT IS NOT A QUALITY. IT IS NOT A QUANTITY. IT IS NOT A MEASURE. IT IS NOT A UNIT. IT IS NOT A SCALE. IT IS NOT A DIMENSION. IT IS NOT A SIZE. IT IS NOT A WEIGHT. IT IS NOT A VOLUME. IT IS NOT A AREA. IT IS NOT A PERCENTAGE. IT IS NOT A FRACTION. IT IS NOT A DECIMAL. IT IS NOT A INTEGER. IT IS NOT A RATIONAL. IT IS NOT A IRRATIONAL. IT IS NOT A REAL. IT IS NOT A COMPLEX. IT IS NOT A VECTOR. IT IS NOT A MATRIX. IT IS NOT A TENSOR. IT IS NOT A SCALAR. IT IS NOT A VECTOR SPACE. IT IS NOT A MATRIX SPACE. IT IS NOT A TENSOR SPACE. IT IS NOT A SCALAR SPACE. IT IS NOT A VECTOR FIELD. IT IS NOT A MATRIX FIELD. IT IS NOT A TENSOR FIELD. IT IS NOT A SCALAR FIELD. IT IS NOT A VECTOR BUNDLE. IT IS NOT A MATRIX BUNDLE. IT IS NOT A TENSOR BUNDLE. IT IS NOT A SCALAR BUNDLE. IT IS NOT A VECTOR MANIFOLD. IT IS NOT A MATRIX MANIFOLD. IT IS NOT A TENSOR MANIFOLD. IT IS NOT A SCALAR MANIFOLD. IT IS NOT A VECTOR SPACE-TIME. IT IS NOT A MATRIX SPACE-TIME. IT IS NOT A TENSOR SPACE-TIME. IT IS NOT A SCALAR SPACE-TIME. IT IS NOT A VECTOR FIELD-TIME. IT IS NOT A MATRIX FIELD-TIME. IT IS NOT A TENSOR FIELD-TIME. IT IS NOT A SCALAR FIELD-TIME. IT IS NOT A VECTOR BUNDLE-TIME. IT IS NOT A MATRIX BUNDLE-TIME. IT IS NOT A TENSOR BUNDLE-TIME. IT IS NOT A SCALAR BUNDLE-TIME. IT IS NOT A VECTOR MANIFOLD-TIME. IT IS NOT A MATRIX MANIFOLD-TIME. IT IS NOT A TENSOR MANIFOLD-TIME. IT IS NOT A SCALAR MANIFOLD-TIME.

CO 12-00-47



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NOTE: FOR EASEMENT DATA TABLES,
SEE SHEETS 7 & 8.



EASEMENT MAP
SUNRISE PRESIDIO EAST.

JOHN L. J. ANDERSON, JR., C.E., & SONS
A CORPORATION OF ARIZONA
1401 N. 1ST AVENUE, SUITE 100
PHOENIX, ARIZONA 85004
CO-12-00-47

ANDERSON

DEPT. OF RECORDS & SURVEY

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