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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ARIZONA MADERA AT RITA RANCH
LOTS 1 THROUGH 129, COMMON AREA "A" (LANDSCAPE)
AND COMMON AREA "B" (DRAINAGE)
A RESIDENTIAL CLUSTER PROJECT**

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This Declaration of Covenants, Conditions and Restrictions for Arizona Madera at Rita Ranch is made this 5 day of July, 2000, by First American Title Insurance Company, a California corporation, as Trustee under Trust No. 4846 ("Declarant") with reference to the facts set forth below:

WITNESSETH:

WHEREAS, the real property in the City of Tucson, State of Arizona, legally described on the attached Exhibit A (hereinafter referred to as the "Covered Property" and also sometimes referred to as "Arizona Madera at Rita Ranch") is owned by the Declarant; and

WHEREAS, the Declarant wishes to subject all of Arizona Madera at Rita Ranch to the covenants, conditions, restrictions, assessments, charges, Servitudes, liens, reservations and easements (hereinafter collectively called "Covenants") hereinafter set forth; and

WHEREAS, the Declarant desires to form or has formed a non-profit corporation for the maintenance, social and recreational purposes of benefiting Arizona Madera at Rita Ranch, the Owners and the Residents (as said terms are defined hereinbelow), which non-profit corporation (hereinafter termed the "Association") will (1) acquire, construct, operate, manage and maintain any Common Areas within Arizona Madera at Rita Ranch; (2) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) as the agent and representative of the Members of the Association and Residents of Arizona Madera at Rita Ranch, administer and enforce all provisions hereof and enforce use and other restrictions imposed on various parts of Arizona Madera at Rita Ranch; and

WHEREAS, the Declarant further declares that Arizona Madera at Rita Ranch is also subject to all matters as set forth in the covenants, conditions and restrictions, and any amendments thereto, in instruments recorded in Docket 7434 at Page 775, Docket 7942 at Page 1672, Docket 7973 at Page 286, Docket 7990 at Page 620, Docket 7990 at Page 1530, Docket 8247 at Page 685, Docket 8256 at Page 1845, Docket 9313 at Page 980, and Docket 9313 at Page 1005, and the covenants, conditions and restrictions recorded in Docket 9802 at Page 2060 and Amended in Docket 10432 at Page 2831 (the "Master Documents"), all above as recorded in the Office of the Pima County Recorder, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), and subject to all of the applicable provisions therein; and

WHEREAS, in order to cause the Covenants to run with Arizona Madera at Rita Ranch and to be binding upon Arizona Madera at Rita Ranch and the Owners thereof from and after the date of the Recording of this Declaration, Declarant hereby makes all

conveyances of Arizona Madera at Rita Ranch, whether or not so provided therein, subject to the Covenants herein set forth; and by accepting, subject to the Covenants herein set forth; and by accepting Deeds, Leases, easements or other grants or conveyances to any portion of Arizona Madera at Rita Ranch, the Owners, and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the Covenants (including, but not limited to, the obligation to pay Assessments) hereinafter set forth, except to the extent such persons are specifically excepted herefrom.

NOW, THEREFORE, the Declarant hereby declares, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

- A. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot or Owner pursuant to Article VII, Section 2, hereof.
- B. "Architectural Committee" shall mean the committee of the Association to be created pursuant to Article XI below.
- C. "Articles" shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.
- D. "Assessable Property" shall mean any Lot except such part or parts thereof as may from time to time constitute Exempt Property.
- E. "Assessment" shall mean an Annual Assessment, Special Assessment, Covenant Charge and/or Maintenance Charge.
- F. "Assessment Lien" shall mean the lien created and imposed by Article VII.
- G. "Assessment Period" shall mean the term set forth in Article VII, Section 7.
- H. "Association" shall mean the Arizona non-profit corporation organized or to be organized by Declarant to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns. Declarant hereby reserves the exclusive right to cause such Association to be incorporated. The Association shall be named the "Arizona Madera at Rita Ranch Association".

I. "Association Land" shall mean such part or parts of Arizona Madera at Rita Ranch, together with the buildings, structures and improvements thereon, and other real property which the Association may at any time own in fee or in which the Association may at any time have a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest.

J. "Board" shall mean the Board of Directors of the Association.

K. "Bylaws" shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

L. "Common Area and Common Areas" shall mean (a) all Association Land; (b) all land within Arizona Madera at Rita Ranch which the Declarant, by this Declaration or other Recorded instrument, makes available for use by Members of the Association and evidences its intent to convey to the Association at a later date; (c) all land within Arizona Madera at Rita Ranch which the Declarant indicates on a Recorded subdivision plat is to be used for landscaping, drainage, and/or flood control for the benefit of Arizona Madera at Rita Ranch; and (d) areas on a Lot within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of a wall, which easement may be granted or created on a Recorded subdivision plat or by a Deed or other conveyance accepted by the Association.

M. "Covenants" shall mean the covenants, conditions, restrictions, assessments, charges, , liens, reservations and easements set forth herein.

N. "Covenant Charge" shall mean any Assessment levied and assessed pursuant to Article VII, Section 12.

O. "Declarant" shall mean and refer to the above recited Declarant or any person or persons to whom any part of all of Declarant's rights reserved to the Declarant hereunder are assigned. The Declarant's rights shall only be assigned by a written, Recorded instrument expressly assigning those rights.

P. "Declaration" shall mean this Declaration as amended or supplemented from time to time.

Q. "Deed" shall mean a Deed or other instrument conveying the fee simple title in a Lot.

R. "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

S. "Exempt Property" shall mean the following parts of Arizona Madera at Rita Ranch:

1. All land and improvements owned by, or dedicated to and accepted by, the United States, the State of Arizona, the City of Tucson, or any political subdivision thereof, for as long as any such entity or political subdivision is the Owner thereof or for so long as said dedication remains effective;

2. All Association Land, for as long as the Association is the Owner thereof.

T. "Lot" shall mean any area of real property within Arizona Madera at Rita Ranch designated as a Lot on the Recorded subdivision plat.

U. "Maintenance Charges" shall mean any and all costs assessed pursuant to Article X, Sections 2 or 3.

V. "Master Development Plan" shall mean the Arizona Madera at Rita Ranch Development Plan approved by the City of Tucson or other applicable governmental agencies as the same may be from time to time amended.

W. "Master Documents" shall mean those documents designated as such in the recitals above, and by which Arizona Madera at Rita Ranch is subject to all provisions contained therein.

X. "Member" shall mean any person holding a Membership in the Association pursuant to this Declaration.

Y. "Membership" shall mean a Membership in the Association and the rights granted to the Owners and Declarant pursuant to Article VI to participate in the Association.

Z. "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot including contract sellers, but excluding others who hold such title merely as security. In the case of Lots the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the Trustor. An Owner shall include any person who holds record title to a Lot in joint ownership with any other person or holds an undivided fee interest in any Lot.

AA. "Planned Unit Development" shall mean a development so established by rules and regulations of the City of Tucson.

BB. "Arizona Madera at Rita Ranch Rules" shall mean the rules for Arizona Madera at Rita Ranch adopted by the Board pursuant to Article V, Section 3.

CC. "Recording" shall mean placing an instrument of public record in the Office of the County Recorder of Pima County, Arizona, and "Recorded" shall mean having been so placed of public record.

DD. "Resident" shall mean:

1. Each buyer under a contract of sale as defined in A.R.S. 33-741 covering any part of the Assessable Property, regardless of whether the contract is Recorded, and each Tenant actually residing on any part of the Assessable Property; and

2. Members of the immediate family of each Owner and Tenant referred to in subparagraph (1) actually living in the same household with such Owner or such buyer or Tenant.

Subject to such rules and regulations as the Association may hereinafter specify (including the imposition of special non-resident fees for use of the Association Land if the Association shall so direct), the term "Resident" also shall include the guests or invitees of any such Owner, buyer or Tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

EE. "Single Family" shall mean a group of one (1) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintained a common household in a Dwelling Unit.

FF. "Special Assessment" shall mean any Assessment levied and assessed pursuant to Article VII, Section 5.

GG. "Special Use Fees" shall mean special fees authorized by this Declaration which an Owner, Resident or any other person is obligated to pay to the Association over, above, and in addition to, any Annual or Special Assessments or Maintenance Charges imposed or payable hereunder.

HH. "Tenant" shall mean any person who occupies property located on Arizona Madera at Rita Ranch under any type of rental or lotting arrangement.

II. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is, or would be, visible to a person six (6) feet tall, standing at ground level on any part of such neighboring property.

ARTICLE II

PROPERTY SUBJECT TO ARIZONA MADERA AT RITA RANCH DECLARATION

Section 1. General Declaration Creating Arizona Madera at Rita Ranch. Declarant hereby declares that all of the real property within Arizona Madera at Rita Ranch is, and shall be, held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration as amended or modified from time to time; provided, however, property which is not part of a Lot and which is dedicated to the public or a governmental entity for public purposes shall

not be subject to this Declaration and the Covenants herein contained while owned by the public or the governmental entity, although restrictions imposed in this Declaration upon the Owners and Residents concerning the use and maintenance of such public areas shall at all times apply to the Owners and Residents. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of Arizona Madera at Rita Ranch and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of Arizona Madera at Rita Ranch and every part thereof. All of this Declaration shall run with all Lots and Association Land for all purposes and shall be binding upon, and inure to, the benefit of Declarant, the Association, all Owners and Residents and their successors in interest. Nothing in this Declaration shall be construed to prevent the Declarant from modifying the Master Development Plan or any portions thereof, or from dedicating or conveying portions of Arizona Madera at Rita Ranch, including streets or roadways, for uses other than as a Lot or Association Land.

Section 2. Association Bound. Upon issuance of a Certificate of Incorporation by the Arizona Corporation Commission to the Association, the Covenants shall be binding upon and shall benefit the Association.

ARTICLE III

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

Section 1. Easements of Enjoyment. Every Owner, Resident and Tenant and other Member of the Association shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other Special Use Fees for the use of any recreational or other facility situated upon the Common Areas. Fees shall be uniform among Members.

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities and other Common Areas by any Member (i) for any period during which any Assessment against his Lot remains delinquent; (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration or the Arizona Madera at Rita Ranch Rules; and (iii) for successive sixty (60) day periods if any such infraction is not corrected during any period sixty (60) day suspension period.

C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or agreements with the City of Tucson effective prior to the date hereof or specified on a Recorded subdivision plat, no such dedication or transfer shall be effective unless an instrument signed by the Owners of two-thirds (2/3) of the Memberships in each class of Members agreeing

to such dedication or transfer has been Recorded, except that the Board shall have authority to transfer to such public agencies or authorities any utility easements and rights-of-way which are intended to benefit Arizona Madera at Rita Ranch and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members.

D. The right of the Association to regulate the use of the Common Areas through the Arizona Madera at Rita Ranch Rules and to prohibit access to those Common Areas, such as landscaped rights-of-way, not intended for use by the Members. The Arizona Madera at Rita Ranch Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Common Areas for the safety and convenience of the users thereof, or otherwise shall serve to promote the best interests of the Owners and Residents.

Section 2. Delegation of Use. Any Member may, in accordance with the Arizona Madera at Rita Ranch Rules and the limitations therein contained and this Declaration (a) delegate his right of enjoyment in the Common Areas and facilities to the members of his family, his Tenants, or his guests or invitees; or (b) designate another person to exercise all of his rights (but not liabilities or voting rights), which other person shall, during the period of such designation, have the sole right to delegate rights of enjoyment pursuant to Subsection (a) of this Section. Such delegation of use is subject to approval by the Board.

ARTICLE IV

PERMITTED USES AND RESTRICTIONS

Section 1. Permitted Uses and Restrictions. The following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots:

A. Architectural Control. All properties at Arizona Madera at Rita Ranch are subject to architectural control as established by the Architectural Committee. No improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any property within Arizona Madera at Rita Ranch, or the improvements located thereon, from its natural or improved state, shall be made or done without prior approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, or made without the prior written approval of the Architectural Committee. All subsequent additions to, or changes or alterations in, any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots, shall be subject to the prior written approval of the Architectural Committee. No changes or deviations in or from the plans and specifications once approved by the Architectural Committee shall be made without prior written approval of the Architectural Committee.

B. Animals. No animal, bird, fowl, poultry or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal, bird, fowl, poultry, or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

C. Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

D. Maintenance of Lawns and Planting. Each Owner of a Lot shall keep all shrubs, trees, hedges, grass and plantings of every kind located on

- (i) his Lot (including set back areas and Common Areas),
- (ii) planted public right-of-way areas between sidewalks (or bike paths) and the street curb in front of his property, if any,
- (iii) any other public right-of-way or easement area which abuts the Owner's Lot and which is located between the boundary line of his Lot and the paved area of any street, sidewalk, bike path or similar area, and
- (iv) any non-street public right-of-way or easement area adjacent to his Lot,

neatly trimmed, and shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any area over which (1) the Association assumes the responsibility in writing; (2) the Association has been given such responsibility by a Recorded instrument as provided in Article X, Section 1 of this Declaration; or (3) the City of Tucson assumes responsibility, for so long as the Association or the City of Tucson assumes or has responsibility as provided in Subsections (1), (2) or (3). The Architectural Committee may require landscaping by the Owner of the areas described in Subsections (ii), (iii) and (iv) above.

E. Nuisances; Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, and trash and debris shall not be permitted to accumulate.

F. Diseases and Insects. No Owner shall permit anything or any condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases, noxious insects or odors.

G. Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection (a) above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

H. Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Committee.

I. Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

J. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Architectural Committee. Except in the instance where such garbage or trash containers are placed out for collection, such garbage or trash containers will be screened by a masonry wall or kept in a closed garage. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to affect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

K. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible From Neighboring Property.

L. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to a Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements; (ii) that which Declarant or the Association may require for the operation and maintenance of Arizona Madera at Rita Ranch.

M. Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot except:

- (i) Signs required by legal proceedings.
- (ii) No more than two (2) identification signs for individual residences, each with a face area of seventy-two (72) square inches or less.
- (iii) Signs (including "For Sale" and "For Lease" signs) the nature, number, and location of which have been approved in advance and in writing by the Architectural Committee.
- (iv) Promotional and advertising signs of builders on any Lot approved from time to time by the Declarant as to number, size, colors, design, message content, location and type.
- (v) Such other signs (including, but not limited to, construction job identification signs, builder identification signs, subdivision, and apartment identification signs) which are in conformance with the requirements of the City of Tucson or other governmental agencies and which have been approved in writing by the Architectural Committee as to size, colors, design, message content and location.

N. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. This provision shall not, in any way, limit Declarant from subdividing or separating into Lots any property at any time owned by Declarant. No portion of a Lot but for the

entire Lot, together with the improvements thereon, may be rented, and then only to a Single Family. No further covenants, conditions, restrictions or easements shall be Recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board and any covenants, conditions, restrictions or easements Recorded without such approval being evidenced thereon shall be null and void. Any and all future subdivision or resubdivision actions shall be governed by the densities and regulations of the Residential Cluster Project Development as set forth by the City of Tucson for the Arizona Madera at Rita Ranch subdivision.

O. Utility Easements. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. as such utilities are installed in connection with the initial development of the Lot and the construction of the first Dwelling Unit or other building thereon. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the Lots. Notwithstanding anything to the contrary contained in this Subsection, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as initially designed, installed and approved by the Declaration or the Architectural Committee.

P. Party Walls. Except as hereinafter provided, the rights and duties of Owners with respect to party walls between Lots or party fences between Lots shall be as follows:

(i) The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(ii) In the event that any party wall or party fence is damaged or destroyed through the act of an Owner or any of his Tenants, agents, guests, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or party fence without cost to the Owner of the adjoining Lot. Any dispute over an Owner's liability for such damage shall be resolved as provided in Subsection (v) below, but any liability imposed on an Owner hereunder shall not prevent the Owner from seeking indemnity therefor from the persons causing such damage.

(iii) In the event any party wall or party fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other

than by the act of an adjoining Owner, his Tenants, agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such party wall or party fence to rebuild and repair such wall or fence at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their Lots on the party wall or party fence.

(iv) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

(v) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party wall or party fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding. Anything in the foregoing to the contrary notwithstanding.

(vi) In the case of party fences (1) between Common Areas and Lots, or (2) constructed by the Declarant or the Association on Common Areas, the Association shall be responsible for all maintenance thereof, subject to the provisions of Article X, Sections 2 and 3, except that each Owner of a Lot shall be responsible for painting the portion of the party wall or fence facing his Lot and any portion thereof which is not a portion of the Common Area.

Q. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

R. Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet.

S. Trucks, Trailers, Campers and Boats. No motor vehicle classed by manufacturer rating as exceeding one-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street in Arizona Madera at Rita Ranch so as to be Visible From Neighboring Property, the Common Areas or the streets; provided, however, the provisions of this Section shall not apply to pickup trucks of less than one-ton capacity with camper shells not exceeding seven (7) feet in height measured from