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**RESTATED AND AMENDED DECLARATION
OF PROTECTIVE COVENANTS
FOR REDINGTON RANCH
LOTS 1 THROUGH 67**

**RESTATED AND AMENDED DECLARATION
OF PROTECTIVE COVENANTS
FOR REDINGTON RANCH
LOTS 1 THROUGH 67**

This Restatement and Amendment is to the Restated and Amended Declaration of Protective Covenants for Redington Ranch Lots 1 – 67 which was recorded in the office of the Pima County Recorder on March 16, 2000 at Docket 11256 at Page 2302, Sequence No. 20000520838.

WHEREAS, Article IX, Section 2 of the Restated and Amended Declaration of Protective Covenants for Redington Ranch Lots 1 – 67 provides that the Declaration may be amended upon the approval of a majority of the Owners of the Lots as signed and attested to by the President and Secretary of the Association.

WHEREAS, the Owners of at least a majority of the Lots have agreed to this Restatement and Amendment of the Declaration of Protective Covenants for Redington Ranch, Lots 1 through 67.

NOW THEREFORE, all of the property described in Book 35 of Maps and Plats at Page 43 shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, covenants, restrictions, and conditions shall run with the property and shall bind all parties having or acquiring any right, title, or interest in the Property and shall inure to the benefit of each such Owner.

The Restated and Amended Declaration of Protective Covenants for Redington Ranch Lots 1 – 67 which was recorded in the office of the Pima County Recorder on March 16, 2000 at Docket 11256 at Page 2302, Sequence No. 20000520838, including

the First Amendment to Restated and Amended Declaration of Protective Covenants for Redington Ranch Lots 1 – 67, Docket 13304, at Page 3609, Sequence No. 20080920942 is superseded in its entirety by this Restated and Amended Declaration of Protective Covenants for Redington Ranch, Lots 1 through 67 (the “Declaration”).

Article I

Definitions

- Section 1. "Annual Assessments" are those assessments which are levied by the Board and used to promote the recreation, health, safety and welfare of the Members, their families and guests, for the improvement of the Common Area and for all other purposes set forth in the Governing Documents and all applicable laws.
- Section 2. "Approving Agent" refers to the person appointed by the Board to review and approve all of the plans and specifications for the construction of improvements on any Lot.
- Section 3. "Association" refers to Redington Ranch Homeowners' Association, Inc., its successors, and assigns.
- Section 4. "Board" refers to the Board of Directors as elected from time to time according to the procedures set forth in the Bylaws.
- Section 5. "Common Area" means all of the real property which is owned by the Association for the common use and enjoyment of the Owners.
- Section 6. "Governing Documents" refers to this Declaration, as amended from time to time, the Bylaws, the Articles of Incorporation, the Development and Construction Standards and the Rules and Regulations adopted and amended by the Board from time to time.

- Section 7. "Lot" refers to the plot of land shown upon the recorded Plat of the subdivision and all improvements located on the Lot. A Lot does not include the Common Area.
- Section 8. "Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 9. "Properties" refers to those properties described as Lots 1 through 67 according to the plat recorded in the Office of the Pima County Recorder in Book 35 of Maps at Page 43.
- Section 10. "Residential Building Site" as well as "Building Site" means any Lot, a Lot and portions of another contiguous Lot, or two or more contiguous Lots upon which a detached single-family residence may be erected in conformance with the architectural requirements developed by the Board of Directors from time to time and which, at the option of the Board, upon an application in writing, is deemed to be a single Lot.
- Section 11. "Rules and Regulations" means the policies and procedures adopted by the Board which govern the conduct and actions of Owners, tenants, visitors, and guests on the Lots and the Common Areas and which are not otherwise covered in the Governing Documents. Such Rules and Regulations, when adopted by the Board, have the same force and effect as the Covenants and Restrictions set forth in this Declaration.
- Section 12. "Visible from Adjacent Lots" means, with respect to any given object that such object is or would be visible to any person who is standing on any adjacent lot or on the streets within the Properties. An object is not considered as being Visible from Adjacent Lots if the object is visible only

because the object is seen through a wrought iron fence and would not be visible if the fence were solid, rather than wrought iron.

Article II

Residential Use

Section 1. Improvements on the Lot. No structures or improvements whatsoever except public utility facilities, and except those improvements and structures within the designated roads and common areas shall be erected, placed or permitted to remain on any portion of the land, unless located on a Building Site.

Section 2. First-class Residences. No structures shall be erected, altered, placed or permitted to remain on any Building Site subject to this Declaration other than one first-class detached single-family residence for private use, a private garage, patio walls, swimming pool, guest house, servants' quarters and other outbuildings and improvements incidental to residential use of the Lot, including public utility facilities.

2.1. A garage shall be constructed on every Building Site before the residence constructed on the Lot is occupied. All garages shall be maintained as such unless the Board approves its use for some other purpose. No temporary house, dwelling, garage, outbuilding, tent or other structure shall be placed or erected upon any portion of the Building Site. No trailer or recreational vehicle may be placed on the Lot during any stage of the construction.

2.2. All vehicles shall be parked within the garage on the Lot. In the event that any Owner has more vehicles than spaces in the garage, the Owner shall apply for approval from the Board to park such additional vehicles in an area on the Lot which has been cleared for such parking

and in no other place. This section does not apply to social events or to vehicles on the Lot which are there to provide services to the Owner.

2.3. No residence placed or erected on any Building Site shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed.

2.4. All construction, altering or remodeling of any improvements on the Building Site shall be diligently prosecuted from the date the plans are approved and shall be completed no later than eighteen (18) months from such date, unless the Board, upon an application in writing showing good cause, agrees to an extension.

2.5. Any single family residence, garage, building or other structure or improvement on the Lot which has been damaged by fire or other casualty shall be repaired, replaced or removed within twelve (12) months from the time of such damage, provided that the Board may extend such time when in the Board's sole discretion, an extension is warranted.

Section 3. Residential Use. All Lots shall be used for single-family residential purposes only, and no other structures except single-family residences shall be placed or maintained on any Building Site.

Section 4. Governmental Requirements. Each Building Site shall be subject to any and all rights or privileges which the City of Tucson or the County of Pima, Arizona, may have acquired through dedication or the filing or recording of maps or plats pertaining to such property, as authorized by law. No condition or restriction set forth in the Declaration shall be in conflict with any applicable City or County Zoning law. If any provision conflicts with any applicable City of Tucson or County requirement, the

more restrictive requirement shall prevail. Drainageways shall conform to the requirements of all lawful public authorities, including the County Engineer of Pima County.

Article III

Architectural Control

- Section 1. Construction Standards. The Board shall adopt and may from time to time amend, supplement and repeal the Construction Standards. These Construction Standards shall interpret, implement, and supplement this Declaration, and shall set forth procedures for the review of modifications to improvements, construction, and installation of improvements on any Lot, and the standards for development within the Property. The Construction Standards have the same force and effect as the provisions of this Declaration.
- Section 2. Appointment of Approving Agent. The Board may appoint an Approving Agent to assist it in reviewing plans and specifications for any improvements on the Building Site and to supervise the construction of the improvements to ensure that it conforms to the approved plans and specifications. In addition, the Owner shall pay a plan review fee in an amount determined by the Board, but which will not exceed one-half of one percent of the purchase price of the Lot on which the structures or improvements are to be constructed.
- Section 3. Removal of Native Growth. No native growth, including, but not limited to, cacti, mesquite and Palo Verde trees, shall be destroyed or removed from any Building Site by any Owner, except for the native growth which must be removed for the construction and maintenance of roads, driveways, detached single-family residences and any necessary

garages and outbuildings which are related to such residences, and walled-in service yards and patios, unless written permission is first obtained from the Board.

3.1. No private road or driveway, building pad or patio, shall be constructed on any Building Site until the Owner submits two sets of plans to the Board which show the location, course and width of the private road or driveway, building pad or patio, and obtains its written approval as set forth in this Article.

3.2. If any native growth is removed or destroyed without first obtaining the written approval of the Board, the Board may require that the Owner replant or replace such vegetation, the cost of which shall be paid by the Owner and collected in the same manner as assessments. In the event that any Owner fails or refuses to replant such vegetation, the Association, upon notice to the Owner, is entitled to enter upon the Building Site, revegetate the property and charge the costs to the Owner.

3.3. Wherever possible, barrel cactus and sahuaro cactus which must be removed to accommodate improvements on the Building Site shall be replanted in another location on the Lot.

Section 4. Obligation to Obtain Approval.

4.1. Except as otherwise expressly provided in the Governing Documents, the following actions require the Board to approve, in writing, all plans and specifications prepared and submitted to it in accordance with the provisions of the Governing Documents:

4.1.1. The installation of improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any Lot from its natural state;

4.1.2. The construction, installation, modification or addition of or to any building, fence, exterior wall, driveway or any other structure, improvement or grading on any Lot at any time;

4.1.3. The installation of any type of sewage system and swimming pools/spas;

4.1.4. All enclosures, walls and service areas.

4.2 No material changes or deviations in or from the plans and specifications for any work to be done on any Lot, once approved by the Board, is permitted unless the change or deviation is approved by the Approving Agent.

4.3. The Board may promulgate additional rules regarding construction of improvements upon the Building Sites, grading, and the removal of vegetation. Such rules shall be consistent with these provisions and be set forth in the Construction Standards.

Section 5. Submission of Plans. Two complete sets of building plans and specifications for all new construction on the Building Sites shall be submitted to the Board and shall show the location of such improvements upon the Lot, the exterior color scheme for such improvements, the building materials and any other information required by the Board or the Governing Documents.

Section 6. Approval for Subsequent Improvements on the Building Sites. The Board may promulgate rules regarding the submission of plans for modifications to Building Sites on which improvements have already been constructed.

Section 7. Standard of Review. In reviewing the requests for the installation, addition, alteration, repair, change or replacement of any improvement,

the Board shall consider whether the proposed improvement is consistent with the requirements of the Governing Documents and any other factors which the Board deems appropriate. The Board shall act reasonably in approving or disapproving plans and shall not act arbitrarily or capriciously. The decision of the Board and/or Approving Agent is final.

Section 8. Waiver. Approval by the Board of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring approval of the Board, is not a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 9. Liability. Neither the Association, the Board or the Approving Agent, is liable to any Owner or any other party for any damage, loss or prejudice suffered or claimed arising out of:

9.1. The approval or disapproval of any plans, drawings or specifications, whether or not defective:

9.2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

Section 10. Basis of Approvals. The Approving Agent has the right and privilege to disapprove any and all plans and specifications for any one or more of the following reasons:

10.1. The plans and specifications are not in accordance with each and every provision of the Governing Documents;

10.2. If, in the opinion of the Approving Agent, the architectural design of the proposed improvements shown on the plans, the exterior color scheme and the location of such improvements are not in harmony with

other improvements within the project; or the location or arrangement of any sewage system would endanger or interfere with any private, public or utility facilities or improvements.

10.3. The plans and specifications submitted are not in detail or are incomplete.

Article IV

Architectural Restrictions

- Section 1. Restricted Areas. No structures of any kind (other than roads or driveways) shall be located within the areas shown as "Restricted Areas" on the subdivision plat.
- Section 2. Protection of Natural Vegetation. The placement of any improvements on the Building Sites shall only minimally disturb the natural desert terrain and shall protect the interests of the adjacent Owners as well as the subdivision as a whole.
- Section 3. Service Connections to the Lots. Where water or other public utility facilities have been installed to or near the property line of a particular Lot, for the purpose of providing service to that Lot, the service connection to serve an improvement on that Lot shall be made at and from the installed facility or point assigned by the Approving Agent only.
- Section 4. Earth-tone Color Scheme. All colors and materials on the exterior of any improvement must be of earth tone shades. No white, light-colored or reflective walls, fences or roofs are permitted if visible from Adjacent Lots. No gravel or shingled roofs, (except for wood shake shingles) are permitted.
- Section 5. Paved Driveways. Private driveways and parking areas on each lot shall use, as a minimum, a two-shot bituminous surface treatment to prevent

dust. Each such driveway and parking areas shall be maintained in the same manner.

Section 6. Enclosed Garages. Each single-family residence must have an enclosed garage with a door or doors which close and no carports are permitted. Each main residence (excluding the garage and outbuildings) must have at least 2000 square feet of living area under roof.

Section 7. Heating, Cooling and Solar System No evaporative coolers, air-conditioning equipment, heating equipment, cooling or heating ducts or other equipment shall be located on the roof. All such equipment must not be Visible from Adjacent Lots. Residents may incorporate both passive and active solar systems in the design of the residence. When required for active solar energy systems, solar collector panels may be located on the roof of any building on the Building Site; however, such system must be designed to be an integral part of the residence. Solar collector panels shall be constructed to conceal all piping and support structure, and other components which are considered as unsightly. Notwithstanding the above, the Association acknowledges and declares its right to adopt additional reasonable rules regarding the installation and placement of solar energy devices consistent with A.R.S. § 33-1816, as amended from time to time. All water or fuel tanks must not be Visible from Adjoining Lots. All gas meters or other mechanical equipment, clotheslines, wood piles, or storage piles must be walled so that they are not Visible from Adjoining Lots.

Section 8. Exterior Lights. All exterior light sources shall be shielded from direct view from roadways and other Lots within the subdivision.

- Section 9. Mailboxes. All Lots must provide and maintain a mailbox of a standard adopted by the Board.
- Section 10. Landscaping. Only native desert plants are permitted outside the rear fences, patios, or enclosed courtyards of each residence. All trees and vegetation planted on any Lot shall be kept trimmed to a height which will not materially interfere with the principal views from neighboring residences within the subdivision. The Owner of each Lot must maintain all landscaping to be free of debris. The term "landscaping" includes all plant life, rocks and boulders.
- Section 11. Setbacks. A minimum fifty (50') foot building setback (including garage and outbuildings) from any property line or a minimum one hundred (100') foot distance between buildings on adjacent Lots shall be maintained. A minimum thirty (30') foot patio wall and fence setback shall be maintained from any property line. Tennis courts, basketball courts, outdoor handball courts, or any other athletic facility, except a swimming pool, which are located on a Lot shall have a minimum setback of seventy-five (75') feet from all Lot lines between adjacent Lots.
- Section 12. Patio or Other Walls. All patio walls or fences shall be of masonry construction or a combination of masonry and decorative iron, and such decorative iron shall be black or a similar dark color. All masonry shall match the color and texture of the buildings on the Lot, and all patio walls or fences, except for retaining walls, shall not exceed six (6') feet in height, except for tennis court fencing which may be constructed out of materials ordinarily used for such purpose.
- Section 13. Underground Utility Lines. All utility lines, including electrical service lines telephone lines and television cables shall be underground.

Section 14. Use of Native Rock. Where reasonably possible and desirable in the opinion of the Approving Agent, native rock shall be used as surface cover for all exposed cut and fill slopes on the Building Sites. Such cuts and fills shall be minimized wherever possible. Excess materials caused by cuts in the soil surface shall be removed from the subdivision. Hillside and hilltop building pads shall be formed by earthwork cuts with the excess material removed from the Building Site so that rock and soil will not be pushed down the slopes of the hills.

Article V

Use Restrictions

Section 1. Business Activities.

1.1. "Business Activities" are defined as a trade, occupation, commercial enterprise, profession, or business activities.

1.2. No Business Activities may be conducted on any Lot; provided, however, that an Owner may engage in Business Activities so long as (a) the existence or operation of the Business Activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the Business Activity conforms to all zoning requirements for the Properties; (c) the Business Activity does not involve any person conducting such business who does not reside on the Properties or door-to-door solicitation of residents of the Properties; (d) the existence or operation of the business does not increase that Lot's use of Common Area facilities over that standard for a single family dwelling; (e) the existence or operation of the business does not require customers or delivery trucks to visit the residence; (f) the Business Activity does not alter the character of the neighborhood as a single family residential community;

and/or (g) the Business Activity does not constitute a nuisance or become an annoyance to the neighborhood, or constitute a hazardous or offensive use, or cause the Owner of the Lot to violate any other provisions of this Declaration, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

1.3. In determining whether the Business Activity is prohibited, the Board may consider the following factors: (1) whether any structural changes to the Lot have been made; (2) whether the Business Activity increases the noise levels in the subdivision; (3) whether the Business Activity increases pedestrian or vehicular traffic within the subdivision; (4) whether outside employees work on the Lot or residence thereon; (5) whether the Business Activity is unobtrusive and not detrimental to the property values within the subdivision; (6) the hours of operation of the Business Activity; and (7) public safety. The Board of Directors has the absolute discretion to determine if the Business Activity violates this provision of the Declaration and to require that the Owner of the Lot immediately cease such activity. Notwithstanding the above, the leasing of a Lot is not considered as a trade or business within the meaning of this Section.

Section 2. Leasing.

2.1. An Owner is entitled to lease his/her Lot for single-family residential purposes only.

2.2. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot. Any monetary sanction which is

imposed against any Lessee for violations of the Governing Documents shall also be imposed against the Owner of the Lot and shall be collected in the same manner as the Annual Assessments.

2.3. The rental of any guest house is prohibited; any guest house must only be occupied by an Owner or the members of the Owners family, guests or servants.

Section 3. Storage on the Lot; Nuisances. No Lot or any portion thereof shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever.

3.1. No items may be stored on a Lot which will cause the Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye.

3.2. No substance, thing or material may be kept on any Lot which will emit foul or obnoxious odors, or which will cause any noise that will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants in the surrounding Lots.

3.3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance in the subdivision.

3.4. The sewage waste disposal system of each Lot shall be maintained at all times in first-class conditions so that it will not be visually offensive and there will not be any offensive odors, sewage overflow, safety or health hazards.

Section 4. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or on any improvements on the Lot, other than a name plate of the occupant of

such residence and his/her professional title. No sign or name plate shall exceed a size of one square foot and such signs must be of a uniform shape as designated by the Approving Agent. Notwithstanding the above, nothing in this section shall be deemed to prohibit the use of signs as specifically referenced/permitted in A.R.S. § 33-1808, as amended from time to time.

4.1. Each Building Site may contain one sign during the course of construction of a new single-family residence and during the course of its initial sale. Such sign shall not exceed five square feet and shall not include any other name than the architect and the contractor.

4.2. Each owner, or his/her agent, may erect one "for sale" or "for lease" sign on the Lot in the size, shape, and design as designated by the Board. Notwithstanding the above, nothing in this section shall be deemed to prohibit the use of signs as specifically referenced/permitted in A.R.S. § 33-1808, as amended from time to time.

Section 5. Vehicles. Boats, campers, trailers, recreational and similar vehicles or equipment shall not be placed upon any portion of the Lot unless they are screened so that they are not visible from any Lot within the Property or are placed in an area in the Common Areas designated for such purposes by the Board, subject to any Rules promulgated by the Board regarding the type and size of such vehicles to be parked in such designated parking area.

5.1. No commercial or construction vehicles or equipment shall be Visible from Adjacent Lots, except during construction or when such vehicle is used by a person who is providing services to the Owner of the

Lot. A commercial vehicle includes a vehicle used for routine transportation which contains a commercial insignia on the vehicle.

5.2. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot if it is Visible from Adjacent Lots.

5.3. Lots may not be used for the repair or maintenance of vehicles. Dismantled vehicles or vehicle parts may not be kept on any Lot which are Visible from Adjacent Lots.

5.4. The operation of motor vehicles within the subdivision (except those necessary for construction and Common Area maintenance) is restricted to designated and paved roadways, driveways, and parking areas. No motor driven two-wheel or three-wheel vehicle or off-road vehicle of any type (including but not limited to motorcycles, motor driven bicycles, dirt-bikes, and mini-bikes) shall be kept or operated on any part of the subdivision; provided, however, that licensed motorcycles which are solely used on the streets for transportation are permitted. If such vehicle or the operation of such vehicle is, in the sole opinion of the Board, disturbing to the Owner or Owners of any neighboring Lots, the Board, after notice and an opportunity for a hearing, has the right to order the removal of and/or cessation of operation of any objectionable vehicle. Upon receipt of a written order to remove and/or cease operation of any such vehicle, the Owner of the Lot on which the vehicle was located [or his/her tenant, guest or invitee] shall promptly comply with such order.

Section 6. Derricks. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of any

Lot, nor shall any oil, natural gas, petroleum, or hydrocarbon product or substances be stored, produced or extracted therefrom.

Section 7. Antennas. Subject to the Telecommunications Act of 1996, no exterior antennas or other devices for the transmission or reception of television or radio signals, including satellite dishes, shall be erected or maintained if they are Visible to Adjoining Lots.

Section 8. Disposal of Refuse. All garbage and refuse shall be placed in plastic bags or other appropriate sealed containers and deposited in refuse containers. All refuse containers shall be of the type acceptable to the City or County government and any refuse collection company, and except during the designated times for garbage collection, shall not *be* Visible from Adjacent Lots. All refuse receptacles shall be located adjacent to the residence on each Lot and shall be enclosed by a structure matching the building color and texture so they are not Visible from Adjacent Lots. Except for collection purposes, no such receptacles may be placed along the rights-of-way on the streets.

Section 9. Common Recreational Facilities. The Board may choose to provide and maintain common area facilities including, but not limited to, stables, riding arenas, tennis courts, riding trails, a controlled access and gate house, clubhouse, swimming pool ("Common Area Facilities") for the exclusive use of residents and their guests. All such facilities shall be maintained by the Board and shall be serviced as necessary to keep all of the Common Area Facilities clear and free of debris, animal waste, flies and other pests. The Board shall establish and enforce Rules governing the use of all Common Area Facilities by the residents and their guests. Owners who wish to stable horses or animals within the

Common Area Facilities may be required to pay a fee to the Board in addition to any other assessments, in such amounts which are determined from time to time by the Board.

Section 10. Animals. No horses or cattle shall be stabled or maintained on any Lot. No animals or poultry of any kind other than domestic pets belonging to the residents on the Lot shall be kept or maintained on any Lot. An Owner may only keep a reasonable number of domestic pets on a Lot, as determined in the sole discretion of the Board. All dogs shall at all times be kept and maintained within walled or otherwise enclosed areas; provided, however, that dogs may be outside of such enclosed areas when accompanied by their owner and restrained on a leash. The Board has the right to order the removal from any Lot of any animals, birds, or fowl which, after notice and an opportunity for a hearing, are found to be objectionable by the Board. The owner of such animals, birds or fowl must immediately remove the same from the Lot upon receipt of notice from the Board.

Section 11. Failure to Maintain. No building, wall, structure or other improvements on the Lot shall fall into disrepair. The Board has the sole right to determine if any improvement fails to conform to the general appearance of the neighborhood area and is detrimental to the property values in the subdivision. The Board shall provide written notice to the Owner of the Lot requesting that he/she immediately effectuate the necessary repairs as specified by the Board.

Section 12. Rental and Leasing Restrictions. No Owner shall rent or lease any portion of such Owner's Lot to any person or entity unless the term of such rental or lease agreement shall be at least six (6) months of

continuous duration to the same tenant. Before entering into any rental or lease agreement for his, her or its Lot, each Owner shall deliver to the Board complete and legible copies of the proposed rental or lease agreement pertaining to such Owner's Lot. Thereafter, each Owner shall deliver to the Board complete and legible copies of all amendments and supplements to such rental or lease agreement no later than ten (10) days after such amendment and/or supplement shall have been executed.

Article VI

Easements

- Section 1. A dedicated easement and right-of-way in perpetuity is reserved for the benefit of all Lots for the erection, construction, maintenance and operation of systems for the transmission of electrical energy and for telephone lines and telegraph lines, and for the laying and maintenance of pipes, mains and conducts for the furnishing of telephone, television antenna cable, electric, water, gas, sewer service or for other purposes, together with the right of entry for the purpose of installing, maintaining and reading of gas, electric and water service meters, providing that the location of such easement and right-of-way and the placement of all such utilities on each Lot shall be only on the approval of the Board.
- Section 2. The Board has an easement which is seven (7') feet in width along both sides and adjacent to all designated subdivision roads, for the sole purpose of maintaining and trimming the vegetation within that seven feet. The Board shall provide reasonable notice to the Owner of the Lot of the date on which it shall enter upon the easement area for such purposes.

Article VII

Homeowners' Association

- Section 1. Membership. Each Owner of a Lot is a member of the Association. For purposes of determining membership, such membership will be vested at such time as a deed or contract for sale is recorded in the Office of the Pima County Recorder. The legal title retained by a vendor under a contract for sale does not qualify the vendor for membership. Transfer of title from a member (whether by forfeiture, foreclosure or otherwise) automatically transfers membership in the Association.
- Section 2. Voting. Each Owner of a Lot is entitled to one (1) vote per Lot or a combined Lot if such Lots have been joined for the purpose of one Building Site.
- Section 3. Assessments. Each Owner upon the recordation of a deed to any Lot, whether or not it is stated in the deed, covenants and agrees to pay to the Association: (1) Annual Assessments or charges, and (2) Special Assessments. These assessments shall be established and collected as provided in this Article. All assessments, together with interest, late fees, costs, and reasonable attorney fees, shall be charged against the Lot and shall be a continuing lien upon the Lot. Delinquent assessments, together with interest, late fees, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was levied.
- 3.1. Annual Assessment. The Board of Directors is vested with full authority and absolute discretion to determine the amount of the annual assessment, based upon the operating budget of the Association, including appropriate reserves, provided, however, that the amount of

the annual assessment may not increase more than the maximum amount set forth in Planned Communities Act, A.R.S. §33-1803 without the approval of a majority of the members of the Association [or in compliance with any other voting requirements set forth in the Act, as amended from time to time].

3.2. Purpose of Annual Assessments. The Annual Assessments levied by the Board shall be used to promote the health, safety and welfare of the Members and their guests; for the improvement and maintenance of the Common Area, including any controlled access areas; for the payment of all expenses and charges which are the responsibility of the Association; and for all other purposes set forth in the Governing Documents.

3.3. Special Assessments. In addition to the Regular Assessments the Board may levy Special Assessments for any of the following purposes: (1) constructing capital improvements; (2) correcting an inadequacy in the current operating account; (3) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Area; or (4) paying for such other matters as the Board may deem appropriate. The Board shall determine the due date of any Special Assessment.

3.4. Effect of Nonpayment of Assessments; Remedies of the Association. In addition to all other remedies provided by law, the Association, or its authorized representative, may enforce the obligations of any Owner to pay the Assessments in any manner provided by law or by either or both of the following procedures:

a. By Suit. The Association may file a lawsuit against any Owner who is personally obligated to pay delinquent assessments. Any judgment obtained in the Association's favor shall include the amount of the delinquent assessments, any additional charges incurred by the Association, attorney fees and court costs and any other amounts which the court may award. A proceeding to obtain a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the Association's lien.

b. By Lien. The Association's lien for any unpaid assessment arises when any assessment is not paid within fifteen days of its due date. As more fully provided for in A.R.S. §33-1807, the recording of original Declaration for Redington Ranch, Lots 1 through 67, constitutes record notice and perfection of the Association's lien. The Association is not required to record a lien, but may do so to provide notice to third parties of its interest in the Lot. Except for the transfer of a Lot pursuant to a foreclosure proceeding, the sale or transfer of a Lot does not affect the Association's lien. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages. The lien for assessments is prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien of any mortgage or deed of trust which is recorded before the date this Declaration was recorded.

3.5 Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such

additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur in the process of collecting funds from any Owner. All additional charges shall be included in any judgment in any suit to collect delinquent assessments or may be levied against a Lot as a reimbursement assessment. Additional charges shall include, but not be limited to, the following:

a. Attorney Fees. Reasonable attorney fees and costs incurred in the event an attorney is employed to collect any assessment or sum due, including the placement of the lien, or the filing of a suit or otherwise;

b. Late Charges. A late charge, in an amount to be determined by the Board. An assessment is deemed to be delinquent if it is not paid within fifteen days from the date it is due.

c. Costs of Suit. Litigation expenses and court costs incurred;

d. Interest. Interest on all sums due from the Owner, including delinquent assessments, costs of collection, attorney fees and late charges, at an annual percentage rate to be established by the Board; and

e. Other. Any other additional costs which the Association may incur in the process of collecting delinquent assessments or other sums due to the Association.

3.6 Application of Payments. All payments received by the Association shall be applied first to the principal amount due which includes the late charges and any collection costs and attorney fees incurred by the Association, and then to any interest which has accrued on these sums.

3.7. Statement of Assessment Lien. Upon written request from any Owner, the Owner's agent, or the lien holder, the Association shall furnish the person who made the request with a written certificate, in a recordable form, signed by an officer or authorized agent of the Association stating the amount of any assessment which is due and any additional charges secured by the lien upon his/her Lot. The Board of Directors may impose a reasonable charge for the issuance of that certificate.

3.8. No Exemption of Owner. No Owner is exempt from liability for the payment of assessments because he/she does not use or enjoy the Common Area, or has abandoned his/her Lot, or for any other reason, including any allegation that the Board is not performing its obligations under the Governing Documents.

3.9. Subordination of the Lien to Mortgages. The lien for assessments is subordinate to the lien of any first mortgage or deed of trust recorded against the Lot. The sale or transfer of any Lot does not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, extinguishes the lien for such assessments but only as to those payments which became due prior to such sale or transfer. No sale or transfer of any Lot shall relieve the Lot from liability for any assessments which become due before the sale or transfer, or from the lien for assessments.

Section 4. Fines and Penalties. If any Owner, his/her family or any licensee, invitee, tenant or lessee violates the Governing Documents, the Board may levy a fine upon the Owner of the Lot for each violation. However,

for each day that a violation continues after written notice to cease has been mailed, it shall be considered a separate violation and subject to the imposition of the fine.

4.1. Procedures for Imposing Fines. The Board shall establish a procedure by which it imposes such penalties, including notice of the violation and the right to a hearing if requested by an Owner. Any fines imposed by the Board which are not paid within fifteen (15) days after notice shall become a lien on the Owner's Lot. Any fine which is not timely paid will be collected in the same manner as delinquent assessments, including the imposition of late fees and interest.

4.2. Enforcement Procedures.

4.2.1. Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (a) the alleged violation; (b) the action required to abate the violation and either a time period, of not less than ten (10) days, during which the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanctions after notice and hearing if the violation is not continuing.

4.2.2. Continuing Violations. Each day a violation continues after notice to cease has been given by the Board to the Owner constitutes a separate violation and shall be subject to the imposition of a fine.

4.2.3. Notice. Within fifteen days from the date of the Notice of Violation, if the violation continues past the period allowed in the Notice or if the same rule or provision of the Governing Documents is subsequently violated, the Board shall serve the Owner with written

notice of a hearing to be held by the Board in executive session. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which shall be not less than ten (10) days from the date of the notice; (c) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf: and (d) the proposed sanction to be imposed, which includes the imposition of a fine and the payment of any attorney fees incurred by the Association, in the event that the Association involves its legal counsel in the matter.

4.2.4. Hearing. The hearing shall be held in executive session pursuant to the Notice of Hearing and the Owner shall be afforded a reasonable opportunity to be heard. Prior to any sanction becoming effective, the Board shall submit proof of the notice and the invitation to be heard which shall be attached to the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered into the minutes by the officer or director who delivered such notice. The notice requirement is satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanctions, if any, imposed.

Article VIII

Waiver and Variances

Section 1. All of the provisions, covenants, conditions and restrictions may be waived by the Board and the Board has the right to grant variances to any of the provisions of this Declaration, upon a showing of good cause. Such waiver or variance may apply at the option of the Board to less than all of the Lots without waiving such provisions, covenants,

conditions and restrictions as to any other Lot or Lots. Failure to enforce any of the restrictions, rights, reservations, limitations and covenants contained herein shall not in any way be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

Section 2. Any variances from the Construction Standards must be approved by at least eighty percent (80%) of the members of the Board.

Section 3. The Board is not liable to any person in the event that it grants any waiver or variance. Any variance or waiver shall be in writing and shall be made prior to the time that the subject matter set forth in the waiver or variance is implemented unless otherwise expressly stated in such written waiver or variance.

Section 4. Severability. invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any others which shall remain in full force and effect.

Article IX

GENERAL PROVISIONS

Section 1. Enforcement.

1.1. The Association or any Owner, has the right, but not the obligation, 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 the Governing Documents. The prevailing party in any Court action is entitled to an award of its reasonable attorney fees and costs incurred.

1.2. Equal Treatment of Owners. The Association's Governing Documents shall be uniformly applied to all Owners and shall not discriminate among such Owners.

1.3. The Board of Directors has the right to submit any controversy arising out of the enforcement of any of the provisions of the Governing Documents to binding arbitration in accordance with the rules of the American Arbitration Association, rather than filing an action in a court of competent jurisdiction.

1.4. Prior to filing any action to enforce any terms of this Declaration [except for the collection of unpaid assessments], the Association shall provide written notice of the violation to the Owner and the steps necessary to correct the violation. Such Notice shall specify a date by which violation must be cured and a date of a meeting before the Board in the event that the violation has not been cured. At such meeting, if the Board and the Owner cannot reach an agreement as to how and when the violation will be cured, then the Association may take the necessary legal action to correct the violation.

Section 2. Amendment. This Declaration may be amended upon the approval of a majority of the Owners of the Lots. Any amendment to this Declaration shall be in writing signed by the President and Secretary of the Association attesting that the requisite number of votes approving the amendments has been obtained. All amendments become effective when recorded in the Pima County Recorder's Office.

Section 3. Term. The provisions of this Declaration shall run with the land and continue and remain in full force and effect at all times and against all persons.

- Section 4. Compliance. All covenants, conditions, provisions and restrictions contained in this Declaration or any subsequent amendments to this Declaration are subject to any and all applicable federal, state and local governmental rules and regulations.
- Section 5. Interpretation. Except for judicial construction, the Association has the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of the Governing Documents shall be final, conclusive and binding on all Owners.
- Section 6. Binding Effect. By acceptance of a deed or acquiring any ownership interest in any Lot, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferee and assigns, bind himself and his heirs, personal representatives, successors, transferee and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations which have been imposed by this Declaration and any amendments thereto. In addition, each such person doing so acknowledges that this Declaration sets forth a general scheme of the Properties and evidences his/her intent that all restrictions, conditions, covenants, and rules and regulations contained herein or promulgated hereafter by the Association shall run with the land and be binding upon all subsequent and future Owners, grantees, purchasers, assignees and transferee thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 7. Indemnification. The Association shall indemnify to the fullest extent allowed by law every officer, director and committee member, against any and all expenses, including attorney fees, reasonably incurred by or imposed upon, any officer, director or committee member, in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. This provision shall not be deemed to include travel expenses to attend Association meetings or legal proceedings and shall only include reasonable actual expenses. The officers, directors and committee members, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member, free and harmless against any and all liability to others on account of each such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and Officer's and Director's Liability Insurance to also include committee members, to fund this obligation.

Section 8. Captions. The caption hearings and article titles in this Declaration are not a part of the Declaration and have no effect upon the construction or interpretation of any portion of this Declaration.

IN WITNESS WHEREOF, George H. Atkinson the President and Wayne R. Thomas the Secretary of Redington Ranch Homeowners' Association, Inc., attest that a majority of the Owners of the Lots have approved the adoption of this Declaration.

REDINGTON RANCH HOMEOWNERS' ASSOCIATION, INC.A, AN Arizona non-profit corporation

By George H. Atkinson
President

Attest:

Wayne R. Thomas
Secretary

State of Arizona)
County of Pima)ss

This instrument was acknowledged before me this 3rd day of April, 2014, by George H. Atkinson the President and Wayne Thomas, the Secretary of Redington Ranch Homeowners' Association, Inc.

Josh A Olvera
Notary Public

My commission expires:

5.9.15

