

RESTATEMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
LA CANADA DESERT HOMES I

October, 1995

KNOW ALL PERSONS BY THESE PRESENTS:

- (a) The subject matter property was made subject to a certain Declaration of Establishment of Covenants, Conditions and Restrictions executed and recorded by Lawyer's Title;
- (b) the declaration was amended from time to time;
- (c) the amendments, among other things, empowered the Association to modify, change, alter and add to the covenants, conditions and restrictions;
- (d) this restatement supersedes the original declaration and all amendments thereto.

ARTICLE I

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pima County, Arizona, and is more particularly described as follows:

Lot I only of La Canada Desert Homes I being a subdivision of a portion of the San Ignacio De La Canoa Land Grant, Pima County, Arizona, and recorded in the office of the Pima County Recorder in Book 20 at Page 87 thereof.

ARTICLE II

The owners of the above described real property have established a non-profit Arizona Corporation known as LA CANADA DESERT HOMES I, hereinafter referred to as the Association, which owns the common open space or common elements, and all owners and property occupants are bound by this Declaration and shall comply strictly with any bylaws, rules and regulations adopted by the Association as any of the same may be lawfully amended from time to time. As used herein, "owner" shall mean any person, corporation, partnership or other legal entity who owns, as reflected by the records in the office of the Recorder of Pima County, Arizona, any real property remaining subject to the conditions, covenants and restrictions imposed by this Declaration, but shall not mean or refer to any mortgagee, legal or equitable lien holder or vender under a contract for sale of real estate, unless and until such mortgagee or lien holder, by

foreclosure, has acquired title to such real property or such vendor has forfeited in accordance with law, the interest of the buyer under such contract for sale of real estate. Failure to comply with any of the same shall be grounds for injunctive relief or damages, or both, maintainable by the Association, or in a proper case by an aggrieved owner. For the purpose of enforcing this Declaration or the said bylaws, rules and regulations, nothing contained herein shall preclude the Association, or its agents, or any aggrieved owner from pursuing any other remedy available in equity or at law. The covenants, conditions and restrictions imposed with this Declaration constitute a general plan only for the benefit of all the owners and except as otherwise herein specified, all of such covenants, conditions and restrictions shall be binding upon, inure to the benefit of, shall benefit, and shall be enforceable by every owner and shall constitute covenants running with the land for the benefit of all owners. Failure to enforce any conditions, restrictions, covenants or charge herein contained or contained in any bylaw, rule or regulation adopted by the Association shall not constitute a waiver of the right to do so thereafter.

ARTICLE III

Violation of any of the covenants, conditions or restrictions herein contained or of any of the bylaws, rules and regulations adopted by the Association shall give to the Association the right to enter upon any part of such real property and abate or remove, at the expense of the Owner, any construction, thing or condition that may be or exist therein contrary to the provisions hereof or said bylaws, (rules and regulations) without being deemed guilty of any manner of trespass. Every action or omission whereby any covenant, condition or restriction or any bylaw, (rules or regulation) is violated, in whole or in part, shall render it lawful for the Association to prosecute any proceedings at law or at equity against the person or persons violating or attempting to violate any such covenant, condition or restriction and either to prevent him or them from so doing or to recover damages for such violation. Should any such suit be instituted to enforce any provision of this Declaration or of the bylaws, (rules and regulations), the Owner in violation of the provision of this Declaration or of said bylaws, (rules and regulations) shall pay a reasonable attorney's fee for the Plaintiff's attorney in an amount that is fixed by the Court of Jurisdiction.

ARTICLE IV

The Association shall have the right from time to time hereafter to make all reasonable and necessary modifica-

tions, changes, alterations and additions to this instrument and the covenants, conditions and restrictions contained herein provided, however, that the same shall be made only by an instrument in writing signed and recorded in the office of the Pima County Recorder, except that any affecting in any way the 18 foot drainageway easement located in the North of Lots 1 and 2 of the real estate described shall be made only after approval of the Pima County Board of Supervisors.

ARTICLE V

The covenants, conditions and restrictions imposed hereby shall be binding upon and inure to the benefit of each Owner, their respective heirs, executors, personal representatives, executors, personal representatives, successors and assigns.

ARTICLE VI

The Association shall have the power and duties necessary for the administration of the affairs of the real property, including but not limited to the obligations to designate a management agent and other personnel necessary for the maintenance and operation of the common elements. The Association shall be responsible for the management and administration of the real property and shall make provision for the maintenance, repair and replacement of the common elements, and shall have the power to levy assessments for these purposes and to impose liens on each Owner's real property to enforce payment of any such assessment.

All Owners shall pay the regular or special assessments imposed by the Association, and any other charges imposed in accordance with any of the bylaws, rules and regulations. No Owner may be exempt from contributing toward such assessments or charges by waiver, non-use or non-enjoyment of the common elements, or by the abandonment of any part of the real property. It is the obligation of the Owner of Record at the time when assessments are due to pay the total amount of the assessment.

ARTICLE VII

Should any Owner fail to pay before delinquent any regular or special assessment imposed by the Association or any other charges imposed in accordance with the articles of incorporation, bylaws, rules and regulations adopted by the Association, a lien may be imposed upon such part of the real property as is owned by such Owner. Such lien shall be imposed in accordance with the provisions of the articles of incorporation, bylaws, rules or regulations of the Associa-

tion relating to the establishment of liens.

Any lien established on any Owner's property to secure payment of the amount of any assessment, whether regular or special, or any such charges shall be in addition to, and not in substitution for, all other claims, rights and remedies which the Association may have or institute against the owner in default to enforce the provisions hereof. Such lien shall be inferior to and subordinate to, and shall not affect the prior rights of the holders of (1) any recorded first mortgage or (2) any second or junior mortgages, regardless of whether any such mortgage is now existing or hereinafter made and recorded. In the event of default by the Owner in the payment when due of any assessment accrued hereby and the imposition of a lien as aforesaid, the Association may foreclose such lien by suit in like manner as foreclosure of a mortgage on real property.

ARTICLE VIII

Each and every parcel shall be used for private residence purposes only. No structure shall be erected, altered, placed or permitted to remain on any of said lots which is meant for other use than as a family dwelling, not to exceed one story in height. No house shall be built or re-erected that will conflict with the correct architectural integrity or community continuity.

No lot may be subdivided or combined with another lot.

ARTICLE IX

La Canada Desert Homes I is an adult community. Owners of property in this subdivision agree that any dwelling located therein shall be occupied by at least one person fifty-five (55) years of age or more. No person under eighteen (18) years of age shall reside in any home for a period in excess of four (4) weeks without due approval by the Association. These age restrictions apply to all occupants whether owners, lessees or guests. Homeowners are obligated to advise any agents or individuals who rent or sell any property in this subdivision as to the conditions and restrictions and as to the need to conform with them in all respects.

ARTICLE X

No business of any nature shall be conducted on any parcel and no building or structure intended for or adapted to business purposes, and no apartment, double house, flat building, lodging house, rooming house, hotel, hospital, or sanitarium shall be erected, placed permitted or maintained

on any parcel.

No room or rooms in any building may be rented or leased to others by the owner or owners of any parcel; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire parcel, together with its improvements.

ARTICLE XI

All plans for any building, wall, fence, coping, driveway or other structure whatsoever to be erected on or moved upon or to any part or any parcel and the proposed location thereof on any parcel and the exterior color scheme thereof, any changes after approval thereof, and any remodeling, reconstruction, alterations or additions to any building or other structure on any parcel in said property shall be subject to approval in writing of the Architectural Committee. Sunshades shall receive approval of the Architectural Committee.

Before the owner of any parcel shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any parcel, such owner shall submit to the Architectural Committee complete sets of plans and specifications for said structure, the erection or alteration of which is desired, and no structure of any kind shall be erected, altered, placed or maintained upon any parcel unless and until the plans, elevations and specifications therefor have received the written approval of such Architectural Committee. Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof. Exterior maintenance such as painting, will be accomplished with original colors unless otherwise approved by the Architectural Committee.

The Architectural Committee shall either approve or disapprove said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications, with the Architectural Committee's or agent's approval or disapproval endorsed thereon, shall be delivered to the person submitting said plans and specifications by the Architectural Committee or agent, and the other copy thereof shall be retained by the Architectural Committee. If said Architectural Committee shall fail in writing to approve or disapprove of such plans and specifications within thirty days after the delivery thereof to them, and no action has been instituted to enjoin the doing of the proposed work, the provisions of this paragraph shall be deemed waived.

Said Architectural Committee shall have the right to disapprove any plans and specifications submitted to them as aforesaid if such plans and specifications are not in accordance with all of the provisions of this Declaration or if, in the opinion of the Architectural Committee, the design, materials, or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such parcel or with the adjacent buildings or structures, or if the plans and specifications are incomplete, or if the proposed construction or remodeling will interfere with the traffic or scenic view of the community or of immediate neighbors. The decision of the Architectural Committee shall be final, after approval by the Board of Directors.

The Architectural Committee shall not 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 building or structure erected according to such plans or such specifications.

The Architectural Committee of the Association will be responsible for architectural control on all new home construction in this subdivision. They will control structural changes to existing buildings and patio walls. This committee shall be composed of one member of the Board of Directors and two other homeowner members.

ARTICLE XII

No cattle, sheep, goats, horses, pigs, rabbits, poultry or other livestock shall be kept or maintained on any part of said property. No animals classified as farm or wild, even though domesticated, will be permitted. This restriction shall not be construed as prohibiting the keeping of ordinary domestic pet fowls or animals upon said property.

Each domestic pet will be confined to the owner's property except that it may be walked/exercised if restrained by a leash held by the owner/attendant.

Any droppings left by animals shall be removed by the owners or attendants of the animal.

ARTICLE XIII

No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or hydrocarbon products or substances be produced or extracted therefrom.

ARTICLE XIV

No building of any nature shall be moved from without said property to any parcel within said property without the consent of the Architectural Committee; and in the event a building be so placed from without on any parcel, said building shall comply in all respects with each and every provision of this Declaration of Conditions and restrictions relating thereto.

ARTICLE XV

No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property.

Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried, fenced or walled in to conceal them from the neighboring lots and roads. All evaporative coolers and air conditioning units shall be installed only as approved by the Artchitectural Committee. Clothes lines, equipment, service yards, shall be fenced, walled or kept screened by adequate planting or other means in such manner as to conceal them from the view of the neighboring lots and roads. Wood piles shall be concealed unless kept in orderly stacked condition.

Solar equipment shall be installed only after plans have been approved by the Architectural Committee. Equipment must be completely concealed. No solar collecting panels may be installed at ground level.

ARTICLE XVI

No billboards or advertising signs of any character shall be erected, placed or permitted on any parcel or on any building erected thereon other than a name plate of the occupant of any residence and the address. Any owner may display a "For Sale" sign on his own property, provided that it is no larger than 576 square inches and supported by 1 inch diameter steel rods. Additional advertising such as banners, penants, flags and lights are prohibited. A maximum of 3 "Open House" signs may be set up for no more than 2 consecutive days for any house that is for sale. Signs must be removed within 15 days after the property is sold.

ARTICLE XVII

No parcel shall be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such parcel

to appear in an unclean or untidy condition or that will be obnoxious otherwise. No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done, placed or stored thereon which may be or 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 any other parcel or street but shall be buried with its top flush with the established grade or enclosed by an approved wall, fence or other structure.

No rubbish or trash shall be deposited on common ground in the area except by specific direction of the Association as to places and dates when pickup may be provided.

ARTICLE XVIII

Parking or placement of vehicles on private property in the Association is limited to self-propelled (motorized) wheeled vehicles, not exceeding 235 inches in length (bumper to bumper). Parking of such vehicles must be in the carport or driveway of the property and must not be on roads or other common property for more than 24 hours.

Other types and sizes of vehicles, tent trailers, house/travel trailers, water craft with/without trailers, recreational vehicles, etc. are specifically prohibited from placement or parking on private or common property for more than 24 hours without due approval from the Association. Such approval will be granted for visitors for specific periods, or for homeowners to load/ unload vehicles in conjunction with travel, etc.

ARTICLE XIX

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof. In the event that the provisions hereunder are declared void by a court of competent jurisdiction as to the laws of perpetuity, then in that event said terms shall be reduced to a period of time which will not violate the rule against perpetuities as set forth in the laws of the State of Arizona. The language used herein shall be construed according to its fair and usual meaning. Whenever the content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. All words used in any gender shall extend to and include all genders.

N/A

WHEN RECORDED, PLEASE MAIL TO:

JAMES ANDERSON
S45 CORPINE DE
GREEN VALLEY, ARIZ.
85614

AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF
CONDITIONS, COVENANTS AND RESTRICTIONS
for
LA CAÑADA DESERT HOMESITES I, INC.

La Cañada Desert Homesites I, Inc., an Arizona non-profit corporation, hereby amends the Declaration of Establishment of Conditions, Covenants and Restrictions, dated June 7, 1982, and recorded in the offices of the County Recorder of Pima County June 26, 1982, in Book 6870, pages 524-529. The Amendment is as follows:

1. Delete Article IX in its entirety.
2. Substitute a new Article IX as follows:

"La Cañada Desert Homesites I is an adult community. Owners of property in this subdivision agree that any dwelling located therein shall be occupied by at least one person fifty-five (55) years of age or more. No person under eighteen (18) years of age shall reside in any home for a period in excess of four (4) weeks without due approval by the Association. These age restrictions apply to all occupants whether owners, lessees or guests. Homeowners are obligated to advise any agents or individuals who rent or sell any property in this subdivision as to the conditions and restrictions and as to the need to conform to them in all respects."

The undersigned hereby certify that the foregoing Amendment to the Declaration was approved by a vote (sixty-nine (69) yes; three (3) no; and eight (8) not voting) at a special Association membership meeting, May 22, 1989, held in accordance with Association Bylaws.

IN WITNESS WHEREOF: We caused this Declaration to be executed this 8th day of June 1989.

LA CAÑADA DESERT HOMESITES I, INC.

By James M. Anderson President By Hubertine P. Marshall Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 8th day of June 1989, by James M. Anderson and Hubertine P. Marshall, President and Secretary, respectively, of La Cañada Desert Homesites I, Inc., an Arizona corporation, who acknowledge that they, as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by themselves as such officers.

Carolyn A. Schmidt
Notary Public

My commission expires: 3-23-93 1989



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DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS:

THAT LA CANADA DESERT HOMESITES ASSOCIATION

hereinafter called Owner, are the owners of those certain lands subject to a Flood Plain Use Permit, being the following described real property, to-wit:

All of Lot 1 of LA CANADA DESERT HOMESITES, a Subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 20 of Maps and Plats at Page 87 thereof.

Owner hereby acknowledges that portions of the above described property are located within floodway or floodplain areas of Pima County and thus are subject to damage by water, including but not limited to both surface waters and/or floodwaters. Owner further acknowledges that the above-mentioned Flood Plain Use Permit was issued by Pima County in direct reliance upon Owner's and/or its agent's representations that the development contemplated in said Flood Plain Use Permit is designed in such a manner that it will not create a danger or hazard to life or property on the subject property or any other property.

In conjunction with the issuance of the above-mentioned Flood Plain Use Permit, Owner does hereby establish all of the following conditions, restrictions and covenants subject to which said land shall be used, improved, occupied, owned, sold or conveyed, to-wit:

1. That since the consequence of the uses arising from the granting of the above-mentioned Flood Plain Use Permit could give rise to drainage, flood or flowage conditions which may damage, impair or injure land, structures, improvements and other

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property in the area including the subject property, now or in the future, the Owner, its successors and assigns shall indemnify, defend and hold harmless Pima County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature now or in the future by reason of flooding, flowage, erosion or other damage caused by water, whether surface, flood or rainfall, and arising out of or related in any way to Owner's use of the property described above.

2. IT IS FURTHER AGREED AND UNDERSTOOD:

a. That the areas within the 100-year flood plain represent areas which are subject to flooding from a 100-year frequency flood and all land in these areas shall be restricted to uses that are compatible with Flood Plain Management as stated in Pima County Ordinance No. 1974-86.

b. That no solid walls, perforated walls, chain-link fencing or other closed-type fencing shall be placed upon the property without the written authorization of the Pima County Flood Plain Board.

c. That the natural drainage shall not be altered, disturbed, obstructed or restricted without approval of the Pima County Flood Plain Board.

The aforesaid Conditions, Restrictions and Covenants are impressed and imposed upon all of the property described herein and every portion thereof as a servitude in favor of Pima County.

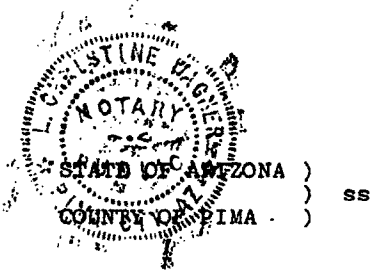
Said Conditions, Restrictions and Covenants shall run with the land and shall be binding on all persons owning or occupying any of the above-described land until such time as

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the property, through channel improvements or refinements in the elevations and/or boundaries of the floodways and regulatory floodplains, as approved by the Flood Plain Board, is placed outside the limits of any such regulatory floodplain or these conditions, restrictions and covenants are amended by a written agreement executed by the owner of the subject property and Pima County.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7 day of December, 1982.

David Sirota
 DAVID SIROTA
 LA CANADA DESERT HOMESITES ASSOCIATION



This instrument was acknowledged before me this 7 day of December, 1982.

Christine Higley
 Notary Public

My Commission Expires: March 20, 1984

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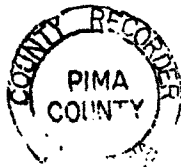
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State of Arizona }
 County of Pima } ss

I hereby certify that the instrument was filed for record as requested
 Of Christine Higley
 Date DEC 20 82 1 PM
 Book 923 Page 623-624

Witness my hand and Official Seal
 day and year above written:
 RICHARD J. KENNEDY, County Recorder
 BY Blaine H. Skelton
 Deputy



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