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TFATI  
FIRST AMERICAN TITLE  
1880 E RIVER RD  
TUCSON AZ 85718

DECLARATION OF ESTABLISHMENT OF COVENENTS,  
CONDITIONS, AND RESTRICTIONS FOR  
LOTS 1 THROUGH 25 OF  
VALLE TRINIDAD

KNOW ALL MEN BY THESE PRESENTS:

That FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust No. 4406, being the Owner, and that MBA LAND COMPANY, INC., an Arizona corporation, being the Declarant, of the following described premises:

Lots 1 through 25 and common areas A, B, & C  
Valle Trinidad, Pima County, Arizona as shown in  
Maps on file in Book 42 of Maps & Plats at Page 84  
, Pima County Recorder.

DOES HEREBY DECLARE AND ESTABLISH the following general plan for the improvement, development, ownership, use and sale of said property and each and every part thereof, as above described, and the manner, provisions, conditions, restrictions and covenants upon the subject to which said property and each and every lot thereof shall henceforth be used, improved, occupied, owned, sold and conveyed, which plan supersedes any previously recorded plan of restrictions, and all of which shall apply to and bind the respective successors in interest of the present owners and future owners of said lots and all thereof, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel thereof as the dominant tenement or tenements as follows, to wit:

## SECTION I

Each and every lot in the subdivision shall be used for private residence purpose only and no structure whatsoever other than one (1) first class private, single family residence, together with attached private garage or carport shall be erected, placed or maintained on any lot. No lot subject hereof shall be resubdivided.

## SECTION II

a. No business or professional service of any nature, whether for profit or non-profit, shall be conducted on any lot. No building or structure intended for, or adapted to, business or professional or any non-residential purposes, and no apartment house, double house, flat building, lodging house, rooming house, hotel, hospital or sanitarium (the foregoing listing being illustrative rather than inclusive) shall be erected, placed, permitted or maintained on any lot.

b. No room or rooms in any residence, or parts thereof, may be rented or leased to others by the owner or owners of any lot. Nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot together with its improvements.

## SECTION III

a. No temporary house, tent, garage, or other outbuilding shall be placed or erected upon any part of said property and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with an approved plan (as hereinafter provided); nor shall any residence, when completed, be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth; provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials, etc. may be erected and

maintained by the person doing the work. The work of constructing, altering or remodeling any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof, not to exceed one hundred eighty days.

b. No commercial vehicles, construction or like equipment, boats, recreational vehicles (RV's), mobile or stationary trailers of any kind, motorcycles or all terrain vehicles or inoperative motor vehicles of any kind, shall be permitted or kept on any lot of the subdivision unless in the garage or within the fenced side yard of the property, In any event such equipment shall be well maintained and not detract from the general appearance of the property and the adjacent property.

#### SECTION IV

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

#### SECTION V

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, but not limited to, tanks for the storage of gas and fuel oil, gasoline or oil must be buried or walled in or kept screened by adequate planting to conceal them from the neighboring lots, roads or streets. The term "adequate planting" as used herein, shall mean transplanting of existing natural vegetation to the extent feasible which provide immediate and effective concealment of the object being screened. Clothes lines, equipment, gas meters, electric motors, wood piles or storage piles shall be kept within an area which is

screened from view of the neighboring lots, roads or streets, or shall be kept within a service room. All garbage and trash receptacles shall be kept screened from view. The screening referred to above shall in no way obstruct solar access to the subject development or neighboring developments.

#### SECTION VI

No lot 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 a lot to appear in an unclean or untidy condition, nor that will be obnoxious otherwise. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may 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 nearby properties. All rubbish or trash shall be removed from any of the lots, and shall not be allowed to accumulate thereon, and shall not be burned. No part of said premises shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.

#### SECTION VII

a. No horses, cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept or maintained on any part of said property. This restriction shall not be construed, however, as prohibiting the keeping of not more than three (3) ordinary domestic animals upon said property; provided, however, that the undersigned, its successors or assigns, shall have the right to order the removal from any lot of any animals which it deems to be objectionable to any of the residents of adjacent property. The owner of said animals shall remove the same from the premises within ten days after notice given in writing by the undersigned,

its successors or assigns. Any animals which are permitted to be kept hereunder shall be kept on the owner's lot and shall not be permitted off the lot unless the animal is on a leash. Droppings from animals being walked off of owner's premises shall be promptly picked up and disposed of in a sanitary manner by the owner of the animal.

b. Landscaping shall be planned and executed so as to avoid undue obstruction of the view and solar access from the subject development or neighboring developments. To the maximum extent possible all natural vegetation on the respective lots and common areas shall be retained and left undisturbed.

#### SECTION VIII

a. Every residence shall be designated to fit topography of its site, retaining as much of the natural vegetation to the maximum extent possible and each and every facade shall be given equal attention as to its architectural design quality. The basic architectural theme shall be traditional southwestern in character, including Territorial, Spanish Colonial and Mediterranean. Exterior wall textures shall preferably be stucco and in soft subdued natural desert colors which will blend in with the desert environment. All roof areas exposed to neighboring lots, roads or streets, except roof mounted solar equipment, shall be constructed of composition *file* shingle in colors appropriate to the theme. No residence shall be constructed which has less than a total of thirteen hundred (1,300) square feet under roof, exclusive of porches, terraces and garages.

b. All private driveways must be paved with asphaltic concrete on an adequate base to prevent erosion, and shall connect with paved portion of a subdivision road.

c. Before the owner of any lot shall commence the construction or alteration of any structure whatsoever on any lot, such owner shall submit to the undersigned, its successors or assigns, or the architect or agent approved from

time to time by the undersigned, two 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 lot unless and until the plans, elevations, and specifications therefore have received the written approval of such architect or agent appointed from time to time by the undersigned, its successors and assigns. Such plans shall include a plot plan showing the location on the property of the building, wall, fence, service yard, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof. Such plans and specifications must be prepared by a registered architect, unless the undersigned or his architect or agent waives said requirement in writing after having determined that said plans and specifications meet minimum professional standards. In addition to floor plans, the drawings, in order to qualify for completeness, shall be accurate to scale, show all elevations of the building including general cross-sections thereof. Mechanical and electrical elements which require special treatment for obscuring vision from adjacent lots as well as complete information of all materials and colors which will be visible from the exterior of the premises must be carefully and completely shown and/or specified. Obscuring vision of mechanical and electrical elements shall in no way obstruct solar access to the subject development or neighboring developments. Plans which are incomplete or not in sufficient detail may be disapproved by the architect. Coincident with the submission of the plans for construction, the owner shall submit to the undersigned or architect or agent designated by the undersigned therefor general plans for landscaping which shall also be subject to the approval of the undersigned or said architect or agent. Said landscaping shall be substantially completed in accordance therewith within six months after the completion of the building construction.

d. The undersigned or designated architect or agent shall either approve or disapprove said plans and specifications within thirty (30) days from the receipt thereof, and shall not unreasonably disapprove or otherwise withhold approval.

e. One set of said plans and specifications with the architect's or agent's approval or disapproval endorsed thereon shall be mailed or delivered to the person submitting said plans and specifications by the architect or agent; the other copy thereof shall be delivered by the architect to the undersigned or its successors in interest. If said architect shall fail in writing to approve or disapprove such plans and specifications within sixty (60) days after the delivery thereof to him, or no action has been instituted to enjoin the doing of the proposed work, the plans and specifications shall be deemed to be approved.

f. Said architect or his agent shall have the right to disapprove any plans and specifications submitted to him as aforesaid if such plans and specifications submitted to him in his judgment are not in accordance with all the provisions of this declaration or if, in the opinion of the architect or his agent, any structure would obstruct views of neighboring lots or if all or part of the design, materials or color scheme of the proposed building or other structure is not in soft subdued natural desert colors which will blend in with the desert environment in harmony with the general surroundings of such lot or with the nearby or adjacent buildings or structures, or if the plans and specifications submitted are incomplete. The decision of such architect or his agent shall be final.

g. A reasonable fee shall be payable to the undersigned or its successors in interest to cover costs for consultation, review, and final approval of plans and specifications submitted to the architect or his agent. Said fees shall also include the services of the architect or agent in making periodic site visitations during the construction period and final approval at the time of completion. His fee shall be computed at a rate not exceeding the prevailing rate for the Tucson area and shall be paid by the lot owner.

h. Neither the undersigned nor any architect or agent of the undersigned shall be responsible or liable in any way, directly or indirectly, for the quality, methods, means and designs in construction or for any defects in any plans and/or specifications in accordance with the foregoing, nor for any structural or design defects in any building or structure erected according to such plans and/or specifications, or for any damages resulting to any person or property as a result of any one or more of such elements or defects in plans, specifications, structures, utilities, services of all kinds, or other improvements.

#### SECTION IX

a. For the purpose of this Section IX, "set back" shall be defined as the minimum horizontal distance between a point on a building or structure, (other than a wall, fence, unroofed terrace, steps, and/or roof projections at the eaves) to the nearest property line or lines.

b. The "set back" line as to front yard, rear yard, and side yards shall be the same as prescribed by the Tucson City Council.

c. No structure shall be erected, altered, permitted or placed which exceeds in height the limitations specified in the Uniform Building Code, but in no event to exceed twenty-six (26) feet from the finished groundline immediately adjoining the foundation of the structure at that point.

#### SECTION X

a. No chain-link, woven metal or wood fences shall be permitted or installed on any lot, except by specific waiver to be granted by the authority of the corporation or its designated architect or agent. In case such waiver shall be granted hereunder, a chain-link, woven metal, wood or comparable fence may be used, not exceeding four (4) feet in height, provided said fencing is substantially camouflaged from outside view by plantings of shrubs or vines. Camouflaging of



fencing shall in no way obstruct solar access to the subject development or neighboring developments.

b. All telephone, power, and utility lines located in any right-of-way or utility easement areas shall be underground and service from any of these to any structure shall be by service lines which are buried in a suitable conduit. All costs for such work done which is performed between the easement line on the lot and any point or points on the lot shall be borne by the owner of the lot.

c. Exposed or exterior television antennas and/or satellite dishes shall be placed in an area which is screened from view of the neighboring lots, roads or streets, unless the undersigned or his architect or agent waives said requirement in writing. No exposed or exterior radio transmission and/or receiving antennas shall be permitted or installed on any lot. Screening of television antennas and/or satellite dishes shall in no way obstruct solar access to the subject development or neighboring developments.

#### SECTION XI

No structure or screening shall be erected, placed or maintained upon the property which would obstruct solar access to the subject development or neighboring developments.

#### SECTION XII

a. The affairs of the Association shall be conducted by the Valle Trinidad Homeowners Association, a non-profit corporation. The affairs of the Association shall be governed by the Board of Directors. The officers and members of the Board of Directors shall not be liable to the Association or lot owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

b. The First Mortgagee of any lot in the Property shall have the right, at reasonable times, to inspect the books and records of the Association.

c. Each First Mortgagee shall, upon notice to the Association, be entitled to written notification from the Association of any default in the performance by the owner of a Dwelling Unit encumbered by the Mortgage in favor of such mortgagee of any obligation or under the Articles of Incorporation, By-Laws, Rules and Regulations of the Association which is not cured within sixty (60) days.

d. Any provision contained in this Declaration to the contrary notwithstanding, following termination of the Development Period, unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each Mortgage owned or held) and two-thirds (2/3) of the Dwelling Unit owners (other than the Declarant, his successors and assigns) have given their prior written approval, the Association shall not be empowered or entitled to:

i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or any common property owned by the Association, directly or indirectly (except that the Association shall have the right to grant easements for public utilities or for other public purposes consistent with the intended use of such common property);

ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Dwelling Unit owner;

iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of the Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of common property walks or common fences and driveways or the upkeep of landscaping and planting areas of the subdivision;

iv) fail to maintain extended coverage insurance on the Common Areas and common property on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value (based on current replacement costs);

v) use hazard insurance proceeds for losses to any Common Areas or common property for other than the repair, replacement or reconstruction of such common property.

e. Any agreement for professional management of the Property, or any other contract providing for services of the Declarant shall not exceed three (3) years. Any such agreement shall provide at a minimum, for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

### SECTION XIII

a. Every owner of a lot shall be a Member of the Association and such membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments.

b. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all lot owners who do not hold the Class B membership, and each Class A Member shall be entitled to one (1) vote for each lot in which he holds the interest required for membership. When more than one (1) person holds the interest required for membership, all such persons shall be Members, but the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one lot.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each lot in which it holds a

fee interest or an interest as Beneficiary under trust. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever is the first to occur:

- i) one hundred twenty (120) days following the first date when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- ii) on December 31, 1995; or
- iii) upon written notice from Declarant to Board of Directors of Association advising termination of Class B membership.

#### SECTION XIV

a. Common Areas shown on the Plat shall be conveyed to the Association free and clear of all liens and encumbrances prior to the conveyance of the first lot to an owner. Common Areas shall be held, owned, used and maintained as Common Areas for the common benefit of all lot owners and subject to the following rights and obligations set forth in (b) below.

b. Every owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- i) The right of the Association to limit the number of guests of Members and owners;
- ii) The right of the Association to establish rules and to regulate the use of any recreational or common facility situated upon the Common Areas;
- ii) The right of the Association, subject to the provision of Article II, Section 4 hereof, and in accordance with its Articles and By-Laws, to borrow money for the purpose of improving and

maintaining the Common Areas and facilities and in aid thereof to mortgage said Property, and the right of such Mortgagee in said properties shall be subordinate to the rights of the homeowners;

iv) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his/her lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

v) The right of the Association, subject to the provisions of Article II, Section 4 hereof, to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and on such conditions as may be agreed to by the owners and is in accordance with accepted procedures as established by said public agency, authority, or utility. No such dedication or transfer shall be effective unless an instrument signed by owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than ten (10) nor more than fifty (50) days in advance.

c. Any owner may delegate, in accordance with the By-Laws and rules and regulations of the Association, his/her right of enjoyment of the Common Areas and facilities to the members of his family, his/her tenants or contract purchasers who reside on the property.

d. The Association shall be responsible for payment of all ad valorem and any other taxes, charges or assessments imposed upon Common Areas or Common Elements by any governmental authority.

Section XV

a. The Declarant for each lot owned within the Property, hereby covenants, and the owner of each lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

b. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Areas, Common Elements and obligations and rights of the Association created by the Declaration. The Board of Directors of the Association shall provide that Association dues, charges or assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Areas and Common Elements, Common Area sewer, private streets, and Common Area lighting, owned by the Association that must be replaced on a periodic basis in regular installments rather than by special assessments.

c. Until January 1 of the year immediately following the reconveyance of the first lot to an owner, the maximum annual assessment shall be established by the Board of Directors and shall not exceed One Hundred Twenty Dollars (\$120.00) per lot ("Allowed Annual Maximum").

i) From and after January 1 of the year immediately following the conveyance of the first lot to an owner the Allowed Annual Maximum (as stated above) may be increased each year not more

than ten percent (10%) above the Allowed Annual Maximum for the previous year without a majority vote of the membership.

ii) The Board of Directors may fix the annual assessment at an amount not in excess of the Allowed Annual Maximum.

iii) Notwithstanding anything to the contrary stated herein, the provision of this Declaration regarding payment of assessments shall not apply to the Declarant. In consideration of the foregoing, the Declarant agrees that if during the time period commencing upon the date hereof and ending on the date assessments collected are insufficient to meet the current operating expenses of the Association, the Declarant shall advance funds to pay the deficiency. After Declarant's Class B membership ceases, Declarant shall not be required to pay a deficiency nor shall undeveloped or unoccupied lots owned by Declarant be subject to an assessment.

d. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, and non-periodic repair or replacement of a capital improvement upon the Common Areas, including, but not limited to, fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

e. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called

subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

f. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a ~~monthly~~, quarterly, semi-annual or annual basis.

g. The monthly assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance by the Declarant of a lot to an individual owner.

h. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her lot.

i. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

#### SECTION XVI

All of the provisions, conditions, restrictions and covenants, and each an all thereof, shall run with the land and continue and remain in full force and effect at all times and against all persons until June 30, 2017, on which date the said provisions, conditions, restrictions and covenants shall be automatically extended



for a period of ten (10) years subsequent to June 30, 2017, and thereafter in successive ten (10) year periods unless during the year 2016 or during the last year of any such successive ten year period the owners of seventy-five percent (75%) of all the lots in Valle Trinidad, which includes the subject lots referred to in these Restrictions shall, by written instrument duly recorded, declare a termination of same. The term "owners" as used in the preceding sentence shall mean one or more persons having legal or equitable ownership interest in a lot. The term "seventy-five percent (75%) of the lots" as used in this paragraph shall mean three out of four lots regardless of whether one or more lots are owned by the same person or persons.

#### SECTION XVII

a. All provisions, conditions, restrictions and covenants herein shall be binding on all subject lots and parcels of real estate and the owners thereof regardless of the source of title of such owners. Any breach thereof, if continued for a period of thirty (30) days from and after the date that the undersigned or any other property owner shall have notified in writing the owner or lessee or any person in possession of a lot upon which such breach has been committed to refrain from a continuance of such action or inaction and to correct such breach, shall warrant the undersigned or its assigns or successors in interest, any lot owner or owners, or the Corporation referred to herein, to apply to any court of law or equity having jurisdiction thereof for legal or equitable relief. If such relief be substantially granted the plaintiff shall be awarded reasonable expenses in prosecuting such suit, including attorneys' fees.

b. The breach of any of the foregoing provisions, conditions, restrictions or covenants or any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property but said provisions, conditions,

restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

c. Deeds of conveyance of said property, or any part hereof, may contain the foregoing restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees or purchasers.

### SECTION XVIII

No delay or omission on the part of the undersigned or their successors or assigns in interest or owners of any lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or acquiescence therein. All deeds or instrument of transfer shall be given and accepted upon the express understanding that this subdivision has been carefully planned as a choice residential district exclusively, and to assure lot owners of this subdivision that under no pretext will there be an abandonment of the original plan to preserve this subdivision as a choice residential district. Anyone accepting an interest in any lot waives any right to claim an abandonment of any or all of these restrictions or covenants. No right of action shall accrue, nor shall any action be brought or maintained by anyone, against the undersigned, their successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

## SECTION XIX

a. Until such time as eighty-five percent (85%) of the lots in this subdivision have been sold by the undersigned or their successors in interest, the undersigned or their successors in interest may by written document duly recorded in the Office of the County Recorder of Pima County, Arizona, change, alter, modify or amend the conditions, restrictions, provisions and covenants herein contained.

b. These covenants are understood and agreed to be, and shall be taken and held to be, for the benefit of the undersigned, their successors in interest and assigns, as well as for the benefit of all lot owners in the subdivision, as they are such owners now or become such owners hereafter.

c. The terms "change, alter, modify or amend", as used in Subsection "a" above, shall not be interpreted to mean or include the words "end", "terminate", or "abolish".

## SECTION XX

a. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force an effect. In the event the provisions, conditions, restrictions and covenants hereunder shall be held by any court of competent jurisdiction to be null and void by reason of the period of time herein stated for which the same shall be effective, then and in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

b. Each and every lot owner and every person claiming any right, title or interest in any lot shall be deemed to have read and understood all provisions, conditions restrictions and covenants herein contained and if there should arise any

dispute or difference of opinion regarding the interpretation of any clause or provision herein, then and in that event such clause or provision shall not be construed against the undersigned or its successors in interest or assigns but shall be interpreted in accordance with custom and usage common in interpreting instruments of this nature.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand seal this 3rd day of November, 1992.

First American Title Insurance Company a California corporation, as Trustee under Trust No. 4406

By: \_\_\_\_\_

Its: Trust Secretary

MBA Land Company, Inc., an Arizona corporation.

BY: \_\_\_\_\_

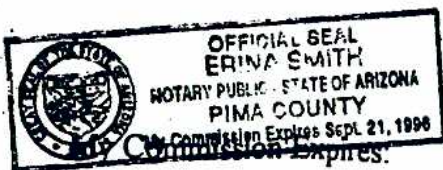
President

STATE OF ARIZONA )

ss.

COUNTY OF PIMA )

This instrument was acknowledged before me this 3rd day of November, 1992, by Beyette Echave, of First American Title Insurance Company, a California corporation, as Trustee under Trust No. 4406, who acknowledged that he was authorized to execute this instrument for and on behalf of First American Title Insurance Company, as Trustee under Trust No. 4406 for the purposes contained therein.



Erina Smith  
Notary Public