

**2014
AMENDED AND RESTATED
DECLARATIONS OF PROTECTIVE COVENANTS FOR
CATALINA FOOTHILLS ESTATES NO. 7**

CONTENTS

ARTICLE 1: DEFINITIONS.....	2
ARTICLE 2: PROJECT REVIEW AND RESTRICTIONS.....	4
2.1. Residential Development	4
2.2. Project Review Committee	4
2.3. Architectural, Landscape and Land Use Guidelines.....	5
2.4. Project Review.....	5
2.5. Required Submittal	5
2.6. Approval by Committee	5
2.7. Nonconforming Improvements.....	5
2.8. Requirements for Project Review Application.....	5
2.9. Cost Recovery.....	6
2.10. Limitation of Liability	6
2.11. Submittal by Member of Committee.....	6
2.12. Appeal.....	6
2.13. Inspection	7
2.14. Requirements & Restrictions for Making Improvements.....	7
2.15. Natural Vegetation.....	9
2.16. Landscaping.....	9
2.17. Variances.....	9
ARTICLE 3: USE RESTRICTIONS.....	9
3.1. Appearance of Lots	9
3.2. Animals.....	10
3.3. Antennas and Exterior Devices.....	10
3.4. Business Uses	10
3.5. Drilling	10
3.6. Horse Property	10
3.7. Nuisances and Offensive Activity.....	11
3.8. Rentals.....	11
3.9. Resubdivision	11
3.10. Rubbish, Garbage and Storage.....	11
3.11. Signs.....	11
3.12. Storage Tanks	12
3.13. Temporary Housing.....	12
3.14. Trash and Recycling.....	12
3.15. Vehicles	12
3.16. Parking Requirements.....	12
3.17. Off-Road Vehicles.....	12
3.18. Prohibition Against Inoperable Vehicles.....	13
3.19. Variances.....	13
ARTICLE 4: EASEMENTS.....	13
ARTICLE 5: COVENANTS FOR ASSESSMENTS	13
5.1. Purpose of Assessment	13
5.2. Creation of the Lien and Personal Obligation to Pay Assessments	13

5.3. Equal Assessments	14
5.5 Assessment Collection.....	14
5.6. No Offset and No Exemption of Owner	15
ARTICLE 6: THE ASSOCIATION	15
6.1 Purpose of Association.....	15
6.2. Responsibilities of the Association.....	15
6.3. Governing Documents.....	16
6.5. Indemnification and Limitation of Liability	16
ARTICLE 7: MEMBERSHIP	17
ARTICLE 8: VOTING RIGHTS.....	17
ARTICLE 9: ENFORCEMENT	17
9.1. Right of Association to Enforce.....	17
9.2. Enforcement Procedures	18
9.3. Notice of Violation	18
9.4. No Obligation to Enforce.....	18
9.5. Cumulative Rights and Remedies.....	18
9.6. Violation of Law.....	18
ARTICLE 10: GENERAL PROVISIONS	19
10.1. Binding Effect	19
10.2. Severability.....	19
10.3. Termination.....	19
10.4. Amendment.....	19
10.5. Captions and Titles.....	19
10.6 Interpretation of the Covenants	20
EXHIBIT A-1	22
EXHIBIT A-2	23
EXHIBIT B.....	24

**AMENDED AND RESTATED DECLARATIONS OF PROTECTIVE COVENANTS FOR
CATALINA FOOTHILLS ESTATES NO. 7**

This Amended and Restated Declarations of Protective Covenants for Catalina Foothills Estates No 7 (this "Declaration") is made this _____ day of _____, 2014, by the owners (the "Owners") of the real property described on Exhibit "A" (the "Properties").

RECITALS

WHEREAS, the Catalina Foothills Estates No. 7 Association (the "Association") is the successor in interest to the original Grantor named in the following Declarations of Protective Covenants for Catalina Foothills Estates No. 7 (the "Original Declarations"), recorded in the office of the County Recorder of Pima County, Arizona, in the following Dockets and at the following pages, and affecting the described following Lots of Catalina Foothills Estates No. 7:

	Docket	Beginning at Page	Date of Instruments	Lots Affected
(1)	2647	184	December 27, 1965	1-30; 33-43
(2)	2663	17	January 11, 1966	31, 32
(3)	3127	743	November 24, 1967	44-120
(4)	3657	185	January 7, 1970	121-186
(5)	4192	491	February 22, 1972	187-249
(6)	4426	139	January 17, 1973	250-314; P-1 P-2, P-3
(7)	4183	607	January 3, 1972	2-E

WHEREAS, Grantor caused the Association to be formed, under the laws of the State of Arizona, as a non-profit corporation providing for the issuance of membership for each Lot.

WHEREAS, Grantor reserved the right at its sole option at any time thereafter to assign all or any part of its powers under the Original Declarations to the Association.

WHEREAS, Grantor assigned all rights to the Association by those Assignments of Rights executed by the original Grantor on May 9, 1973 and on May 15, 1980, which were recorded in the office of the County Recorder of Pima County, Arizona, in Docket 4544 at page 869 and Docket 6286 at page 673, respectively.

WHEREAS, the Original Declarations have been previously amended by the Grantor and the Association by instruments recorded in the office of the County Recorder of Pima County, Arizona, in the following documents and at the following pages:

<u>Docket</u>	<u>Beginning at Page</u>	<u>Date of Instrument</u>	<u>Lots Affected</u>
5785	868	May 24, 1978	All Lots
7464	1006	January 15, 1985	All Lots
10010	1037	March 6, 1995	All Lots
10505	2377	March 19, 1997	All Lots

WHEREAS, the holders of record title of at least 51% of the front feet of the building sites covered by this Declaration have executed and acknowledged in writing their approval of the adoption of this Declaration.

NOW, THEREFORE, the Owners hereby declare that the Properties are and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, uses, restrictions, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter collectively referred to as the "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. The Restrictions set forth herein shall run with the Properties, shall be binding upon all persons having or acquiring any right, title or interest therein, and shall inure to the benefit of, be binding upon and enforceable by all Owners, the Association and their successors and assigns in interest.

ARTICLE 1: DEFINITIONS

1.1 "Association" means the Catalina Foothills Estates No. 7 Association, an Arizona non-profit corporation.

1.2 "Board" means the duly elected Board of Directors of the Association.

1.3 "Common Area(s)" means the real property and any improvements thereon, from time to time owned and controlled by the Association for the common use and enjoyment of the Owners, which real property is described on Exhibit "B".

1.4 "Detached single-family dwelling" or "single-family dwelling" means a site built building and structures customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for and occupied by a Single Family. It shall not mean any flat, apartment, multi-family dwelling or duplex, lodging house, rooming house, hotel, or hospital even though intended for residential purposes; nor shall it mean any so-called manufactured building.

1.5 “First Mortgagee” means the holder of any Mortgage under which the interest of any Owner of a Lot is encumbered, and which Mortgage has the first and paramount priority (referred to in this Declaration as “First Mortgage”), subject only to the lien of general or ad valorem taxes and assessments and such other matters as are recognized in such First Mortgage as permitted exceptions.

1.6 “Governing Documents” means this Declaration; the Articles of Incorporation and Bylaws of the Association; Architectural, Landscape and Land Use Guidelines as adopted and amended by the Board; and Board Resolutions.

1.7 “Grantor” means the individuals or persons identified or referred to as such in the original Declarations.

1.8 “Improvement” means buildings, structures, walls, fences, solar installations, swimming pools, landscape plantings (trees, shrubs, ground cover), hardscape features (driveways, roads, parking areas, walkways), fabricated landscape features and landscape art works, and all other structures or landscaping improvements of every type and kind.

1.9 “Lot” means the numbered plots of land within the Properties as shown on the Plat, together with any improvements constructed or under construction thereon (but without regard to whether or not there is any such structure thereon), including any new Lot created by combining two or more adjacent Lots or portions thereof. When two or more Lots are purchased, combined and used as one Lot, the combined Lots shall be considered one Lot for all purposes including voting rights and assessments.

1.10 “Member” shall mean every Person who holds membership in the Association.

1.11 “Mortgage” shall include any consensual monetary encumbrance on a Lot, evidenced by an instrument in recordable form and shall specifically include both mortgages and deeds of trust. The term “Mortgagee” shall include a beneficiary under a Deed of Trust, and the term “First Mortgagee” shall mean the holder of any Mortgage or the beneficiary of any deed of trust under which the interest of any Owner of a Lot is encumbered and which Mortgage or deed of trust has first and paramount priority, subject only to the lien of general or ad valorem taxes and assessments (which shall be referred to herein as a “First Mortgage”).

1.12 “Outbuilding” means an enclosed, covered structure or ramada not directly attached to a single-family dwelling to which it is appurtenant.

1.13 “Owner” shall mean the record holder, whether one or more Persons, of the fee simple title to any Lot which is part of the Properties, but excluding: (A) Persons holding an interest merely as security for the performance of an obligation; (B) a purchaser under a purchase contract and receipt, escrow instructions or similar executory contract which is intended to control the rights and obligations of the parties to the executory contract pending the closing of a sale or purchase transaction; and (C) a lessee or tenant of a Lot. Owner shall include a purchaser

under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a purchaser equitable title to a Lot under which the seller is obligated to convey to the purchaser the remainder of seller's title in the Lot, whether legal or equitable, upon payment in full of all monies due under the contract. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to A.R.S. §33-501 et seq., the trustor shall be deemed to be the Owner unless the trustor is deceased, incapacitated or otherwise not able to act as Owner, in which case the Trustee shall be deemed to be the Owner.

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

1.15 "Plat" means collectively: (A) the plat of Catalina Foothills Estates No. 7, Lots 1 through 43, recorded in Book 18 of Maps and Plats at Page 64, Pima County Records; (B) the plat of Catalina Foothills Estates No. 7, Lots 44 through 120, recorded in Book 19 of Maps and Plats at Page 8, Pima County Records; (C) the plat of Catalina Foothills Estates No. 7, Lots 121 through 186, recorded in Book 20 of Maps and Plats at Page 31, Pima County Records; (D) the plat of Catalina Foothills Estates No. 7, Lots 187 through 249, recorded in Book 22 of Maps and Plats at Page 76, Pima County Records; and (E) the plat of Catalina Foothills Estates No. 7, Lots 250 through 314, recorded in Book 24 of Maps and Plats at Page 54, Pima County Records.

1.16 "Residential building site" as well as "building site" mean any Lot, a Lot and portions of another contiguous Lot, or two or more contiguous Lots upon which a detached single-family dwelling may be erected in conformance with the requirements of the original Declarations or this Declaration; provided, however, an ownership or single holding by any person comprising parts of two adjoining Lots, or the whole of one Lot and part or parts of one or more adjoining Lots, be deemed to constitute a single Lot. No Lot shall be resubdivided.

1.17 "Single Family" means any number of individuals related by blood or marriage, or not more than four unrelated persons customarily living together as a single housekeeping unit and using common cooking facilities, as distinguished from a group occupying a hotel, club, rooming house, dormitory, etc. A family shall be deemed to include domestic servants.

ARTICLE 2: PROJECT REVIEW AND RESTRICTIONS

2.1. Residential Development. No Lot shall be used for any purpose other than for one detached single-family dwelling for single family private use, a private garage, patio walls, swimming pool, guest house, servants' quarters and other outbuildings and improvements incidental to residential use of the Properties, including public utility facilities.

2.2. Project Review Committee. The Project Review Committee ("PRC") shall be composed of a minimum of three members appointed by the Board of Directors. The Chair of the PRC and at least one other PRC member shall be a member of the Board. All Improvements within the Properties shall be subject to the discretionary review by the PRC, except as otherwise provided herein.

2.3. Architectural, Landscape and Land Use Guidelines. The PRC may adopt and amend the written Architectural, Landscape and Land Use Guidelines (the “Guidelines”) concerning the construction, alteration, repair, modification or addition of any exterior Improvement, subject to the approval of the Board of Directors. The Guidelines shall be promulgated in accordance with Section 6.4 of this Declaration, and may include the imposition of a construction deposit for new construction or rebuilds of the main residential structure on a Lot. The amount of the deposit shall be set from time to time by the Board. The Guidelines are deemed incorporated herein by this reference, shall have the same force and effect as if they were set forth in and were part of this Declaration, and shall be binding upon all persons having any interest in, or making any use of, any part of the Properties, whether or not copies of the Guidelines are actually received by such persons. References to the covenants and restrictions contained herein shall be deemed to refer also to the Guidelines (except to the extent the Guidelines are in conflict herewith). The Guidelines, as adopted, amended or repealed, shall be available for review by each person reasonably entitled thereto, upon written request to the Board. It shall be the responsibility of each person subject to the Guidelines to review and keep abreast of any changes in the provisions thereof.

2.4. Project Review. Prior to the construction, installation or modification of any Improvement upon a Lot, the Owner is required to obtain the written approval of the PRC. For purposes of this Article, Improvements shall be deemed to include any work on any Lot which will be visible from beyond the Lot on which the Improvements are to be made. For new construction or substantial remodel of a single family dwelling on a Lot, the Board of Directors will review the Application for Project Review (“Application”) prior to final approval by the PRC.

2.5. Required Submittal. The Owner shall submit two completed Application forms to the PRC. The Application shall include any required supporting documentation.

2.6. Approval by Committee. Approval of the Application shall be evidenced by written endorsement by the PRC made on the Application and on supporting documentation, if any. One copy of the Application shall be returned to the Owner, and if approved, the project may proceed. One copy of the Application shall be retained by the PRC.

2.7. Nonconforming Improvements. In the event that an Owner makes unapproved Improvements upon his/her Lot or Improvements that do not conform to the Application approved by the PRC, the PRC shall give written notice to the Owner of the property upon which such Improvements have been made. Such notice shall specify the nature of the nonconformity of the Improvements and shall grant the Owner an opportunity to cure the nonconformity or to request a hearing before the Board of Directors. If the matter is not resolved, the Association has the right to avail itself of all available legal and equitable remedies.

2.8. Requirements for Project Review Application. All Improvements must meet the following minimum criteria and such further criteria as the PRC promulgates:

2.8.1. The Improvements shall be in accordance with the provisions of

this Declaration and the Guidelines;

2.8.2. The Application shall be in sufficient detail to permit the PRC to make its determination; and

2.8.3. The PRC will make a reasonable effort to inform the applicant of its decision within 14 business days of the PRC's receipt of a complete Application. This time period will be extended during any period the PRC may be awaiting receipt of necessary additional information requested from the applicant. In no event, however, will the PRC's inability to inform the applicant of its final decision within 14 business days be construed as approval of the application. Residents should be aware that, either due to the complexity of the project or to resident and PRC schedules, especially during the summer months, additional time could be required. Therefore, it would be prudent for residents to arrange their personal affairs to secure approval of any Application prior to making any significant pre-payment to contractors or others.

2.9. Cost Recovery. If the Association incurs any costs for the review of an Application due to the need for professional services, the Association may charge a reasonable fee to a petitioning Owner for the review of the Application. This fee shall be paid in advance at the time the Application is submitted for approval and the Owner is notified of the fee.

2.10. Limitation of Liability. The PRC reviews the Application solely to verify conformance with these Restrictions and the Guidelines. The approval of an Application by the PRC shall not constitute a representation, warranty or guarantee that such a submittal complies with proper engineering or design principles, with zoning or building ordinances or with other governmental regulations or restrictions. By approving the Application, neither the Board, nor the PRC or any of its members, assumes any liability or responsibility therefor, or for any defect in any Improvements resulting from such approval of an Application.

Furthermore, neither the Board, the PRC, nor any of their members shall be liable for damages or otherwise to any person submitting requests or plans for approval, or to any Owner of land subject to this Declaration, by reason of any action, mistake in judgment, negligence, failure to act, approval, disapproval or failure to approve or disapprove with respect to any matter within their jurisdiction under the terms of this Declaration. Any Owner submitting an Application to the PRC, and any Owner, by acquiring title to any Lot, waives his/her claim for damages or other relief arising under the project review process established in this Declaration or by the Board of Directors.

2.11. Submittal by Member of Committee. In the event a conflict of interest arises wherein a member of the PRC wishes to submit an Application to make Improvements, a substitute member may be appointed by the Board of Directors to the PRC to, and in conjunction with the remaining members of the PRC, approve or disapprove said Application.

2.12. Appeal. Any Owner whose proposal has been disapproved or who has received a decision that he or she considers adverse may appeal the decision to the Board of Directors

within 30 calendar days of the Owner's receipt of the original decision. The appeal must be in writing and state the reasons for the request for reconsideration or appeal of the PRC's decision and the relief requested. The Board shall give the applicant and any interested party or parties notice of said hearing. The applicant and any other interested party or parties may testify and present evidence at the hearing. The date of the hearing shall not be sooner than 10 days or later than 30 days following the receipt by the Board of notice of the appeal. The Board shall issue a written decision within 7 days after the hearing has been completed. Failure to do so shall mean that the original decision is affirmed. Decisions of the Board in this regard shall be binding and conclusive.

2.13. Inspection. Any authorized officer, director, employee or agent of the Association may at any reasonable time and without being deemed guilty of trespass enter on any Lot, after reasonable notice to the Owner of such Lot, in order to inspect the Improvements being constructed or recently completed on such Lot and to ascertain that such Improvements are in compliance with the approved Application.

2.14. Requirements & Restrictions for Making Improvements.

2.14.1. All construction shall be completed within a time frame which is consistent with the scope of work being undertaken. In all instances, work shall be completed, without undue stoppages, within one year from the start thereof. The Board may extend such time when, in its opinion, conditions warrant an extension.

2.14.2. A) Any single family-dwelling or other structure, including a swimming pool, erected upon any Lot shall be located a minimum of 30 feet from each property line of said Lot; B) A wall not exceeding 4 feet in height may be erected to within 20 feet of a property line provided said property line does not adjoin a dedicated right-of-way (public street); and C) The construction of a driveway gate and supporting posts not more than 3 feet, 6 inches in height above grade shall be permitted within 15 feet of the front property line, provided the applicant first obtains approval from the PRC.

2.14.3. No single-family dwelling or improvement erected upon any Lot shall exceed the following height restrictions: no part of the roof ridgeline shall exceed 15 feet nor the top of any wall (parapet) shall exceed 13 feet measured from the finished floor of the structure. In addition, the differential between the finished floor and the finished grade shall not exceed 12 inches unless a greater differential is approved by the PRC. No wall or fence erected upon any Lot may be over 6 feet in height.

2.14.4. No garage or other building or structure shall be erected or permitted on any Lot or portion of a Lot, until the construction and completion of a single-family dwelling thereon; however, a single-family dwelling and the necessary outbuildings, garages, or other structure related thereto may be simultaneously constructed. This provision shall not be construed to prevent the incorporation and construction of a garage in and as a part of a dwelling house.

2.14.5. No temporary house, outbuilding or other similar structure shall be placed or erected upon any part of the Properties. No residence placed or erected on any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, nor shall any residence when completed be in any manner occupied until made to comply with the approved Application, and all other conditions and restrictions herein set forth.

2.14.6. No private road or driveway shall be constructed until the Person(s) desiring to construct such private road or driveway has received the approval of the PRC.

2.14.7. All driveways and roads shall be treated with a minimum of a two-shot bituminous surface treatment ("chip seal") to prevent dust, and so maintained. Alternatively, a blacktop, brick paver, or concrete driveway shall meet this requirement.

2.14.8. All exterior lights must be so located as not to be directed toward surrounding Lots or public rights-of-way.

2.14.9. All mailboxes and supporting structures, together with the light, shall be of a uniform shape, size, color and design and be constructed in accordance with the standard drawing(s) supplied by the Association in order that the area be strictly uniform in appearance with respect thereto.

2.14.10. All gas meters shall be located at the main building on a Lot so as to be obscured from view from any public right-of-way or adjoining property.

2.14.11. Roof coatings shall be a tan color. No white, near white or off white or reflective roofs shall be permitted.

2.14.12. No evaporative cooler, air conditioning equipment, heating equipment, or cooling or heating ducts shall be placed, installed or maintained on the roof or wall of any building or structure. All cooling and heating equipment shall be ground-mounted and concealed in an enclosure approved by the PRC.

2.14.13. Where sewer, 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 service an improvement on that Lot shall be made only at and from the installed facility or point assigned by the PRC.

2.14.14. All utility lines shall be placed underground and no outside electrical and telephone lines shall be placed overhead. New or replacement service to a Lot of such lines shall be taken from the point assigned by the PRC.

2.14.15. The location or arrangement of any sewage system shall not endanger or interfere with any public utility facilities or improvements.

2.14.16. Per the Guidelines both roof and ground-mounted solar panels and related equipment should be installed in such a manner as to prevent them from being viewed from any point beyond the Lot on which they are installed. However, existing State statutes (e.g., A.R.S. §33-1816 or any commensurate superseding statute) which limit restrictions on the installation of solar energy devices may prevent full implementation of this provision.

2.15. Natural Vegetation. In order to preserve the natural character of the desert environment, no native growth shall be destroyed or removed from any of the Lots except such native growth that must be removed for the construction of structures, driveways, patio walls and other like improvements upon written approval of the PRC. As much as practical, cacti and similar plant material removed shall be transplanted and stockpiled on the site for replanting upon completion of construction. In the event natural growth is removed without the approval of the PRC, the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner responsible for such removal.

2.16. Landscaping.

2.16.1. All changes in plant material shall be subject to approval of the PRC and shall conform to the provisions of the Guidelines. Removal of dead plant material and mistletoe is considered to be a maintenance function; therefore, approval for their removal is not required.

2.16.2. No variety of grass shall be grown on any Lot outside a walled-in patio. Bermuda grass, or a variety recognized to be pollen free and approved in writing by the PRC, may be grown within a walled-in patio.

2.16.3. All trees and other vegetation planted on any of the Properties shall be kept trimmed to a height which will not materially interfere with the principal views from neighboring Lots.

2.17. Variances. Any or all of the restrictions of this Article and Article 3 are subject to waiver by the Board when in its sole judgment such a variance is not detrimental to any other Lot. Any such variance or waiver may apply at the option of the Board to fewer than all of the Lots without waiver of such restriction as to any other Lot(s).

ARTICLE 3: USE RESTRICTIONS

3.1. Appearance of Lots. All clotheslines, equipment, mechanical equipment, wood piles or piles of dirt or rocks, or stored materials, articles or objects of any kind shall be walled-in and/or concealed so that they may not be viewed from any point beyond the Lot on which they are located. Any furniture or other objects of any kind shall be removed from a roof or placed so as not to be visible from adjoining Lots whenever not being used.

3.2. Animals. No animals of any kind other than domesticated pets shall be kept or maintained on any part of the Properties, except as specified in Section 3.6 below, and provided that they are not kept, bred or maintained for any commercial purpose. In no event, however, are more than two dogs and/or cats more than 10 weeks old permitted. The Board shall have the right to order the removal from any Lot of any animals which may be objectionable to any of the residents of adjacent Lots. The owner of said animals must immediately remove the same from the Lot upon receipt of notice from the Board.

3.3. Antennas and Exterior Devices. Any exterior antennas, transmission or reception devices on the exterior of a single family dwelling (including the roof) that are not expressly permitted by applicable law require the prior written authorization of the PRC.

3.4. Business Uses. The Properties shall be used for single-family dwelling purposes only. No business of any kind shall be established, maintained, operated, permitted or conducted on a Lot, except such home occupations as may be permitted by applicable Pima County ordinances. Owners shall obtain written approval from the Board before applying to the County for a home occupation permit. At the Board's sole discretion the Board may place additional restrictions on an Owner's home occupation activities, including, but not limited to the following: no employees shall work at the Lot and client/customer visits to the Lot shall not be allowed. The Owner must provide the Board with a copy of the permit for home occupancy issued by Pima County.

3.5. Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Properties, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon product or substances, or minerals, be produced or extracted therefrom.

3.6. Horse Property. No horse, mule or burro may be maintained on any Lot in violation of any Pima County Ordinance or any other applicable statute or ordinance. In any event:

3.6.1. No stable or corral shall be permitted upon any Lot other than one stable and corral on Lots 46, 52, 53, 54, 71, 73, 74, 75, 76, 81, 82, 83, 84, and 2-E.

3.6.2. The construction of any stable or corral is subject to prior approval in writing of the PRC as provided in Article 2 above; however, in no event shall the total area of any such stable and corral exceed 2,500 square feet.

3.6.3. No horse, mule or burro may be maintained upon any Lot unless the PRC shall have first approved the erection of a stable or corral upon such Lot, and no Lot Owner shall permit any horse, mule or burro to range at large upon any such Lot, but all such animals shall be confined to an approved stable or corral. In no event, however, are more than two (2) such animals more than six (6) months old permitted.

3.6.4. Any stable or corral and the surrounding area shall be kept and maintained in a neat, clean and sanitary condition.

3.7. Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Properties. Without limiting the generality of the previous sentence, no obnoxious or offensive activity shall be conducted on any Lot, nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or occasion any unusual, loud or obtrusive noise or odor which will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots.

3.8. Rentals. Rental of any guest house is prohibited, the occupancy thereof being limited to members of the owner's family, guests or servants. This shall not be construed as preventing the leasing or renting of an entire Lot, together with the Improvements thereon. Owners who rent or lease to others shall ensure that tenants are provided with a copy of this Declaration and the Guidelines and follow the provisions thereof. Further, all rental/lease agreements shall include a statement that the rental is subject in all respects to the provisions of this Declaration, the Architectural, Landscaping and Land Use Guidelines, and any rules and regulations adopted by the Board.

3.9. Resubdivision. No Lot or Lots shall be subdivided.

3.10. Rubbish, Garbage and Storage. No Lot or portion thereof shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. Debris boxes and temporary storage containers placed on a Lot for more than a week's duration require approval from the PRC. Debris boxes and temporary toilet facilities at an approved construction site shall, as much as possible, be screened from view and shall be removed from the construction site as soon as job progress allows their removal.

3.11. Signs. No sign of any kind shall be erected, placed, permitted or maintained on a Lot or Common Area, unless the sign has been approved by the Board, except:

3.11.1. A name plate of the occupant of any residence upon which his/her professional title may also be added, and provided no such sign or name plate shall exceed a size of one square foot. Such signs must be of a uniform shape as designated by the PRC.

3.11.2. "For Sale," "For Rent," and signs or other postings which may be required by legal proceedings; or "Open House" signs which are in place not more than 2 hours before and after the time of the event. No sign may exceed more than 3 square feet in size. The placement of any sign shall not obstruct sidewalks or any other area of public access. If the Owner(s) of any Lot wishes to sell or rent, the Owner or his/her Realtor, with the Owner's permission, may erect 1 commercially-produced "For Sale" or "For Rent" sign of industry standard size (18" x 24") on the Lot. Said sign shall be removed within 1 week after close of escrow. The sign shall be the standard type used by real estate professionals without additional

advertising or adornment, except 1 sign rider that does not exceed 6" x 24".

3.11.3. Political signs are only allowed in accordance with ARS §33-1808 or any commensurate superseding statute.

3.11.4. Home security system signs, not exceeding 1 square foot each in area, are permitted to be displayed.

3.12. Storage Tanks. No tanks may be erected, placed or buried in or on the Lots for the storage of any flammable product (such as gas, oil, etc.), except small tanks, such as those containing flammable substances for use in outdoor grills, recreational vehicles or medical purposes, which shall be allowed. Any tanks that are used on any Lot, including (but not limited to) water harvesting cisterns and small tanks for the storage of gas and fuel oil, gasoline or oil, shall be concealed so that they may not be viewed from any point beyond the Lot on which they are located.

3.13. Temporary Housing. No vehicle, trailer, camper, tent, shack, garage, carport or outbuilding or any structure of a temporary character shall be used on any portion of the Properties at any time as a residence either temporarily or permanently.

3.14. Trash and Recycling. Recycle bins and trash containers shall remain concealed at all times from view of other Lots and roads and shall not at any time be placed along street rights-of-way. The Board may engage a single company for trash removal and recycling services. Each household shall contract with and use only the single company selected. Before such action is taken, the Board shall get the approval of the Owners. Approval shall be deemed given if a vote is taken at an Association meeting, and a majority of votes present in person or by absentee ballot are in favor of a single company for trash removal and recycling services.

3.15. Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles and motorcycles, shall be in accordance with the Rules, which may prohibit or limit the use of said vehicles, provide parking regulations or adopt other restrictions regulating the same.

3.16. Parking Requirements. Operative passenger vehicles may be parked unrestricted on any Lot. All other vehicles, including, but not limited to boats, trailers, commercial and construction vehicles, shall not be parked or placed on a Lot for any period in excess of four 2-day periods in any one calendar month, unless parked or placed within an enclosed structure approved by the PRC. Such 2-day periods shall not run consecutively. As used in this Section, the term "day" shall mean a full 24-hour day or any part thereof. Out-of-area visitors with above-described vehicles may be accommodated for periods not to exceed 7 days in a 6-month period by providing the Association with information stating the time and duration of the visit.

3.17. Off-Road Vehicles. Motorized vehicles may not be used on the Common Area or in washes within or adjacent to any of the Properties.

3.18. Prohibition Against Inoperable Vehicles. No inoperable, unlicensed, junked or wrecked vehicles shall be parked on any portion of the Properties except in a garage.

3.19. Variances. See Section 2.17.

ARTICLE 4: EASEMENTS

4.1. An easement upon and over the ten-foot perimeter of each and every Lot is hereby reserved to the Association for utility purposes, with access thereto for installing, repairing and maintaining all facilities necessary for such purposes. The Board may assign any portion of the above easement rights to any other person or persons for the purposes specified, but any of said utilities shall be installed in such a manner as not to disturb or change existing structures.

4.2. There is hereby reserved for all residents of the Properties, an easement to walk and to ride horses over, across and through the areas designated as “drainage-way easements” on the plats on record in the office of the County Recorder of Pima County, in Book 18 of Maps and Plats at page 64, Book 19 of Maps and Plats at page 8, Book 20 of Maps and Plats at page 31, Book 22 of Maps and Plats at page 76, Book 24 of Maps and Plats at page 54.

4.3. There is hereby reserved to the Association an easement for ingress and egress along all water courses or arroyos on Lots 20, 23, 24, 26, 27, 28, 30, 31, 39, 40, 41, 46, 47, 52, 53, 54, 56, 57, 63, 64, 71, 73, 74, 75, 76, 79, 80, 81, 82, 83, 84, 85, 138, 139, 140, 141, 143, 144, 145, 146, 147, 148, 149, 150, 160, 165, 166, 167, 168, 171, 173, 174, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 207, 208, 209, 210, 211, 212, 215, 216, 218, 219, 220, 221, 222, 224, 225, 227, 229, 230, 231, 234, 235, 236, 237, 239, 240, 241, 242, 244, 245, 249, 250, 273, 274, 275, 287, 288, 289, 290, 293, 294, 297, and 298 for the movement and operation of heavy machinery and equipment along such water courses and arroyos.

ARTICLE 5: COVENANTS FOR ASSESSMENTS

5.1. Purpose of Assessment. Each Lot Owner shall pay to the Association a sum (the “Assessment”) equal to the pro rata share of the actual or anticipated cost for installation, maintenance and improvement of the entrance areas, trails, Common Area(s) owned by the Association, street signs, and other expenses incurred or anticipated in the carrying out of the Association’s responsibilities as stated in the Governing Documents.

5.2. Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, upon the recordation of a deed to any Lot, whether or not it shall be so stated in such deed, agrees and covenants to pay the Assessment to the Association. Assessments shall be established and collected as provided in this Article. All Assessments levied against a Lot, together with interest from the date of delinquency until paid, late fees, costs and reasonable attorneys’ fees, shall be charged against the Lot and shall be a continuing lien upon the Lot. Such lien shall be deemed to have attached as of the date of recordation of the Original Declarations, and shall be senior to all matters other than tax liens for real property taxes on the Lot, assessments on the Lot in favor of any municipal or other governmental assessing unit, reservations in patents,

and the lien of any First Mortgage. Except for the transfer of a Lot pursuant to a foreclosure of a First Mortgage, the sale or transfer of a Lot does not affect the Association's lien.

Delinquent Assessments, together with interest, late fees, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment was levied, and shall bind his/her heirs, devisees, personal representatives and assigns.

5.3. Equal Assessments. Each Lot Owner shall pay an equal Assessment. When two or more Lots have been purchased, combined, and used as one Lot, the combined Lots shall be considered one Lot for determining the Assessment.

5.4. Amount of Assessment. The current Assessment is \$72.00 per year. However, the Assessment may be increased at any meeting of the Association with the approval of the majority of Lot Owners who are present and voting at the meeting in person or by absentee ballot (provided the quorum requirement is met).

5.5 Assessment Collection. Invoices for payment of Assessments may be submitted monthly or at any other regular interval as may be fixed by the Board. In the event any such invoice is not paid within 30 days from the date the invoice is mailed to the Lot Owner, a late fee and interest may be charged in an amount to be determined by the Board. In the event the Association employs an attorney to collect a delinquent assessment, whether by foreclosure of the lien created herein or otherwise, the delinquent Owner shall pay, in addition to the Assessments and interest accrued thereon, such reasonable attorneys' fees and all other costs and expenses incurred by the Association as a result of such delinquency. The Association, or its authorized representative, may enforce the obligations of any Owner to pay the Assessments in any manner provided by law or in equity, or without any limitation to the foregoing, or by either or both of the following procedures:

5.5.1. **Civil Action.** The Board may cause a civil action to be commenced and maintained in the name of the Association 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, interest and late fees; any additional charges, reasonable attorneys' fees, and court costs; and any other amounts the court may award. A proceeding to recover a judgment for unpaid Assessments may be maintained without the necessity of foreclosing or waiving the Association's lien.

5.5.2. **Enforcement of Lien.** As provided in Section 5.1 above, all Assessments, plus late fees, interest and costs connected therewith, shall be a continuing lien upon the Lot assessed.

5.5.3. **Notice and Perfection of Lien.** As more fully provided in A.R.S. §33-1807, the recording of the Original Declarations constitutes record notice and perfection of the Association's lien. The Association is not required to record a notice of lien, but may do so to provide notice to third parties of its interest in a Lot. The Association's lien is senior to all matters

other than tax liens for real property taxes on the Lot, Assessments on the Lot in favor of any municipal or other governmental assessing unit, reservations in patents, and the lien of any First Mortgage.

5.5.4. Foreclosure of Lien. The Association's lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage, as set forth by the laws of the State of Arizona, as the same may be changed or amended.

5.6. No Offset and No Exemption of Owner. No offset against any Assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

ARTICLE 6: THE ASSOCIATION

6.1 Purpose of Association. The Association is a non-profit corporation which will serve as the governing body for all Owners for the administration and operation of the Common Area, the assessment of expenses, and other matters as provided in the Governing Documents.

6.2. Responsibilities of the Association. The Association, through the Board, is responsible for the administration, management, operation, and liability of the Common Area. The Association is, to the extent applicable, responsible for:

6.2.1. The payment of ad valorem real estate taxes, assessments and other charges on the Common Area and any other property owned by the Association;

6.2.2. The hiring, firing, supervision and paying of employees and independent contractors, including, but not limited to, workers, landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;

6.2.3. The maintenance of such liability insurance as the Association deems necessary to protect the Members and the Board from liability for conditions existing and events occurring on or about the Common Area, including, but not limited to, directors and officers liability insurance for the Board;

6.2.4. The enforcement, in the Board's sole discretion, of the provisions of the Governing Documents;

6.2.5. The establishment and maintenance of such cash reserves as the Board of Directors in its sole discretion deems reasonably necessary;

6.2.6. The delivery of such information to purchasers of Lots resold by Owners as required pursuant to the Governing Documents or applicable law.

6.3. Governing Documents. The manner in which the Association carries out its responsibilities shall be controlled by the provisions of the Governing Documents. In the event of any dispute or disagreement between any Owners or any other persons subject to this Declaration relating to the Properties, or any question of interpretation or application of the provisions of this Declaration and any of the other Governing Documents, this Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control. In the event of any conflict between any provision of the Guidelines or Rules and any provisions of the other Governing Documents, the provisions of the Guidelines and Rules shall be deemed to be superseded by the provisions of any other Governing Document, to the extent of any such conflict.

6.4 Rules and Regulations of the Association. The Board is empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (collectively, the "Rules"), which shall be binding upon all Persons subject to this Declaration and shall govern the use or occupancy of the Properties. The Rules shall govern such matters as the Board deems to be in furtherance of the purposes of the Association. The Rules may be adopted, amended, or repealed at any special or regular meeting of the Board upon a vote of a majority of all the Directors, and shall take effect after 30 days written notice to the Owners, unless the rule(s) being adopted, amended or repealed has a compelling health or safety purpose, in which case 7 days' notice to the Owners is required.

The Rules are deemed incorporated herein by this reference, and shall have the same force and effect as if they were set forth in and were part of this Declaration, and shall be binding upon all Persons having any interest in, or making any use of, any part of the Properties, whether or not copies of the Rules are actually received by such Persons. References to the Restrictions contained herein shall be deemed to refer also to the Rules (except to the extent the Rules are in conflict herewith). The Rules, as adopted, amended or repealed, shall be available for review by each Person reasonably entitled thereto, upon written request to the Board. It shall be the responsibility of each Person subject to the Rules to review and keep abreast of any changes in the provisions thereof.

6.5. Indemnification and Limitation of Liability. The Association shall indemnify to the fullest extent allowed by law, every officer, director, and committee member, against any and all expenses, including attorneys' 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 made a party by reason of being or having been an officer, director or committee member. This provision shall not be deemed to include travel expenses to attend Association meetings or legal proceedings, and shall only include reasonable actual expenses. Neither officers, nor directors or committee members shall 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 any 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 officers' and directors' liability insurance, to also include committee members, to fund this obligation. The indemnification provided herein is conditioned on the cooperation of the involved officer, director or committee member, in the handling of and settlement of any claim or legal proceedings at issue.

ARTICLE 7: MEMBERSHIP

Each Owner of a Lot, by virtue of being an Owner, shall automatically be a Member of the Association. Membership in the Association shall be appurtenant to each Lot owned and shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership to a Lot, and then only to the transferee thereof. Upon any transfer of ownership of a Lot, said membership shall automatically pass to the new Owner. Any attempted transfer of membership separate from the appurtenant Lot or Lots shall be void.

ARTICLE 8: VOTING RIGHTS

There shall be one vote for each Lot, which vote may be exercised by the Owner or Owners of the Lot. When more than one Person holds an interest in any Lot, the vote for that Lot shall be exercised as agreed upon by the Owners, but in no event shall more than one vote be cast for any one Lot. If the owners of a Lot cannot agree on how to cast any vote, they will lose their right to vote on the matter in question. If any Owner casts a vote on a particular matter, it will conclusively be presumed for all purposes that the person casting the vote was acting with the authority and consent of all of the Owners of the Lot, unless an objection by any other Owner is made at the time the vote is cast. In the event that more than the allocated votes are cast for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void. When two or more Lots have been purchased, combined, and used as one Lot, the combined Lots shall be considered one Lot for establishing voting rights hereunder.

ARTICLE 9: ENFORCEMENT

9.1. Right of Association to Enforce. The Association or any Lot Owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. This shall include enforcement of the Guidelines and the Rules.

9.1.1. Attorney Fees. The prevailing party in any Court action shall be awarded reasonable attorneys' fees and costs. If no Court action is brought, and the Association incurs attorney's fees, court costs or other expenses in enforcing its rights under this Declaration, said costs and expenses shall be paid by the Lot Owner committing or permitting the breach giving rise to such costs and expenses.

9.1.2. Waiver. No delay or omission on the part of the Association in exercising its right to enforcement of this Declaration, the Guidelines or the Rules shall be construed as a waiver of or acquiescence in any breach of any of the restrictions and covenants, and no right of action shall accrue against the Board, the Association or any Owner for their neglect or refusal to exercise such right of enforcement.

9.1.3. Protection of Mortgagee. No breach of any of the foregoing provisions, conditions, restrictions or covenants shall affect or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot(s) or portions of Lots. 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.

9.2. Enforcement Procedures. At the Board's discretion, a violation of the Governing Documents by an Owner, his guests, tenants or family members, may be referred to the Association's attorney for enforcement action in Superior Court or any other court or agency of appropriate jurisdiction. Alternatively, pursuant to A.R.S. §33-1803 the Board may levy a monetary penalty or other sanction against an Owner in accordance with the Governing Documents, applicable law and procedures set forth by the Board of Directors.

9.3. Notice of Violation. In the event that any Owner, his/her guests, tenants or family members are in violation of any of the provisions of the Governing Documents, the Association, after providing notice and an opportunity to cure the violation, has the right to record a "Notice of Violation" with the Pima County Recorder's Office, stating the name of the Owner, the Lot and the nature of the violation, and the Association's intent not to waive any of its rights of enforcement. The Notice shall remain of record until the violation is cured.

9.4. No Obligation to Enforce. The Association is not obligated to take any enforcement action if the Board determines, in its sole discretion, that because of considerations pertaining to the Association's finances, possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board, enforcement action would not be appropriate or in the best interests of the Association. The failure of the Association or an Owner to take enforcement action with respect to a violation of the Governing

Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Governing Documents in the future.

9.5. Cumulative Rights and Remedies. All rights and remedies of the Association under the Governing Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy.

9.6. Violation of Law. Each and every provision of this Declaration, as amended from time to time, is subject to any and all applicable federal, state and local governmental rules and

regulations, ordinances and subdivision regulations. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Properties is declared to be a violation of the Governing Documents and subject to any and all enforcement procedures set forth in such Governing Documents.

ARTICLE 10: GENERAL PROVISIONS

10.1. Binding Effect. By acceptance of a deed or acquiring any ownership interest in any Lot, each Person binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development of the Properties and that all restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees and transferees thereof.

10.2. Severability. Invalidation of any covenant, restriction, provision or term of this Declaration by judgment or court order shall not affect any other covenant, restriction, provision or term hereof which shall remain in full force and effect.

10.3. Termination. All of the aforesaid conditions and restrictions shall continue and remain in full force and effect at all times as against the Owner of any Lot, however his/her title thereto may be acquired, and shall be automatically continued thereafter for successive periods of ten (10) years each. During each successive ten-year period beginning January 1, 2016, by a 2/3rds majority, with one vote for each Lot, the record title holders shall have the power to terminate said restrictions as to any property then covered by said restrictions by executing, acknowledging and recording an appropriate agreement or agreements at least one year prior to expiration of said ten-year period, said termination to be effective at the end of said ten-year period.

10.4. Amendment. This Declaration may be amended at any time by the affirmative vote of at least 51% of the Owners, casting one vote per Lot. Any amendment to this Declaration shall be evidenced by a written document signed by the President and Secretary of the Association, attesting that the requisite number of Owners consented to such amendment. The amendment shall become effective upon its recordation in the office of the Pima County Recorder.

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

10.6 Interpretation of the Covenants. The Association, by the Board, shall have the exclusive right to construe and interpret the provisions of this Declaration and all other Governing Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof or of any other Governing Document, shall be final, conclusive, and binding as to all Persons and property benefited or bound by this Declaration.

IN WITNESS WHEREOF, the undersigned certify that the holders of record title of at least 51% of the front feet of the building sites covered by this Declaration have executed and acknowledged in writing their approval of the adoption of this Declaration, and that the signed consents are attached.

CATALINA FOOTHILLS ESTATES NO. 7 ASSOCIATION,
an Arizona non-profit corporation

By: _____
Its: President

ATTEST:

Secretary

STATE OF ARIZONA)
) ss:
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, President, of CATALINA FOOTHILLS ESTATES NO. 7 ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Notary Public

STATE OF ARIZONA)
) ss:
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, Secretary, of CATALINA FOOTHILLS ESTATES NO. 7 ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Notary Public

EXHIBIT A-1

Legal Descriptions of the Lots

Lots 1 through 43 of Catalina Foothills Estates No. 7, a Pima County subdivision, as shown in the Plat of Record in Book 18 at page 64 of Maps and Plats on record in the Pima County Recorder's Office; and

Lot 2-E, described on Exhibit A-2; and

Lots 44 through 120 of Catalina Foothills Estates No. 7, a Pima County subdivision, as shown in the Plat of Record in Book 19 at page 8 of Maps and Plats on record in the Pima County Recorder's Office; and

Lots 121 through 186 of Catalina Foothills Estates No. 7, a Pima County subdivision, as shown in the Plat of Record in Book 20 at page 31 of Maps and Plats on record in the Pima County Recorder's Office; and

Lots 187 through 249 of Catalina Foothills Estates No. 7, a Pima County subdivision, as shown in the Plat of Record in Book 22 at page 76 of Maps and Plats on record in the Pima County Recorder's Office; and

Lots 250 through 314 of Catalina Foothills Estates No. 7, a Pima County subdivision, as shown in the Plat of Record in Book 24 at page 54 of Maps and Plats on record in the Pima County Recorder's Office and those parcels described in deeds recorded in Book 4191 at pages 175-178, inclusive, in the office of the County Recorder of Pima County, Arizona (also described as Lot P-1, Lot P-2, and Lot P-3).

EXHIBIT A-2

Legal Description of the property known as Lot 2-E,
Catalina Foothills Estates No. 7

That portion of unsubdivided land referenced "EXCLUDE" on the Plat of CATALINA FOOTHILLS ESTATES NO. 7, according to the plat of record in the office of the Pima County Recorder, in Book 18 of Maps, page 64, being a portion of the Southeast quarter of Section 18, Township 13 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point in the Easterly line of Lot 6 of CATALINA FOOTHILLS ESTATES NO. 7, Lots 1 thru 43, a subdivision of Pima County, Arizona, according to the map or plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 18 of Maps and Plats, at page 64, which point is South 19° 42' 10" West 23.07 feet from the Northeasterly corner of said Lot 6;

thence North 19° 42' 10" East along the Easterly lines of Lots 6, 7 and 8 of said Catalina Foothills Estates No. 7, a distance of 298.89 feet to a point in the Southwesterly line of Lot 15 of said Catalina Foothills Estates No. 7; thence South 43° 28' 50" East along said Southwesterly line of Lot 15, a distance of 287.69 feet to the most Southerly corner of said Lot 15;

thence South 16° 12' 00" West along the Northwesterly line of a 60 foot drainage way as shown on said map or plat of said subdivision 175.37 feet to an angle point in said Northwesterly line;

thence North 69° 01' 30" West 267.53 feet to the point of beginning.

EXHIBIT B
Legal Description

(Common Areas)

PARCEL 1:

All of Block 2, Catalina Foothills Estates No. 7, as recorded in the office of the County Recorder of Pima County, Arizona in Book 18 of Maps and Plats at page 42 thereof, EXCEPTING THEREFROM the parcels heretofore conveyed by deeds of record in the office of the County Recorder of Pima County, Arizona, as follows:

To Robert C. Murphey and George R. Ogonowski, recorded in Book 3375 at page 212;

To Thomas J. Green and Marcia D. Green, recorded in Book 5460 at page 226.

SUBJECT TO easements, reservations and conditions of record.

PARCEL 2:

Blocks 7 and 8 of Catalina Foothills Estates No. 7, as recorded in the office of the County Recorder of Pima County, Arizona in Book 22 of Maps and Plats at page 76 thereof, EXCEPTING THEREFROM a parcel of land described as follows:

A parcel of land situated in the Southerly portion of said Block 7, more particularly described as follows:

COMMENCING at a point in the Southerly line of said Block 7 and the Southwesterly terminus of the street called Sobre Lomas, run thence South 57° 00' 00" West along the Southerly line of said Block 7, a distance of 40.00 feet to a point of curve, said point being the TRUE POINT OF BEGINNING;

Run thence Southwesterly along the arc of a curve to left with central angle of 47° 18' 05", a radius of 300 feet, an arc length of 247.67 feet to a point of tangency;

Run thence South 9° 41' 55" West, a distance of 351.20 feet to point;

Run thence South 84° 33' 40" West, a distance of 83.74 feet to a point on a curve at the Southwest corner of said Block 7 at which point the radius bears North 42° 37' 43" West;

Run thence Northeasterly along the arc of said curve to the left with a central angle of 55° 01' 52", a radius of 125.00 feet, an arc length of 120.06 feet to a point of reverse curve;

Run thence Northeasterly along the arc of a curve to the right with a central angle of 24° 28' 57", a radius of 400.00 feet, an arc length of 170.92 feet to a point of reverse curve;

Run thence Northeasterly along the arc of a curve to the left with a central angle of 29° 59' 46", a radius of 400 feet, an arc length of 209.41 feet to a point of tangency on the West line of said Block 7;

Run thence North 71° 52' 21" East on a non-tangent line, a distance of 226.73 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 42,052 square feet or 0.9654 acres.

SUBJECT TO easements and rights-of-way of record.

PIMA COUNTY PARCEL NUMBERS FOR COMMON AREAS

108-18-082C 9

108-18-311A 2

108-18-311C 4

108-18-3120 6