

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PRINCE ROAD OFFICE PARK

THIS DECLARATION is made on the date hereinafter set forth by SAGE I, LTD., an Arizona limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pima County, Arizona, more particularly described as:

Lots 1 through 5 and the Common Area of Prince Road Office Park, a subdivision of Pima County, Arizona, according to the Map of record in the Office of the Pima County Recorder in Book 37 of Maps and Plats at page 42.

and

WHEREAS, Declarant is desirous of subjecting the property described above to the covenants, conditions, restrictions and reservations hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the property described above and be binding upon all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Prince Road Office Park Association, an Arizona non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the property, except that the vendee under a

-1-

7302 882

C/2-83-30

contract for sale of real estate pertaining to any Lot shall constitute the Owner where the vendor holds legal title merely as security for the performance of the obligations set forth in the contract for sale of real estate.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) shown as Common Area upon the recorded subdivision map of the property.

Section 5. "Lot" shall mean and refer to any one of the five lots shown upon the recorded subdivision map of the property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to SAGE I, LTD., an Arizona limited partnership.

#### ARTICLE II

##### EASEMENTS

Section 1. Utilities. There is hereby created a blanket easement upon, across, over and under the property for the installation, replacement, repair and maintenance of all utilities, including but not limited to, water, sewer, gas, telephone, electricity and a television reception cable system. By virtue of this easement, it shall be expressly permissible for the providing utility company and/or the Association to erect and maintain the necessary equipment on the property and to affix and maintain electrical and telephone wires, circuits and conduits on, above and across the roofs and exterior walls of any buildings on the property. All utility lines shall be located underground except telephone and electrical lines located on or directly adjacent to the perimeter of the property.

Section 2. Ingress, Egress and Parking. There is hereby created an easement upon, across and over the Common Area for pedestrian and vehicular ingress and egress within driveway areas to be designated by the Association to provide reasonable access to all lots and for parking within parking areas to be designated by the Association.

Section 3. Lot Perimeters. There is hereby created an easement upon, across and over the outer two-foot perimeter area within the boundaries of all lots for pedestrian walkways within walkway areas to be designated by the Association.

Section 4. Use of Easements. The easements set forth in Sections 2 and 3 above are for use by all owners and their tenants, employees, sublessees, invitees and visitors, and nothing contained in such grants of easement shall be deemed to be a gift or dedication of any portion of the property for use by the general public.

Section 5. Run With The Land. All easements created in this Declaration shall run with the land.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Where the owner includes more than one person or entity as co-owners, such persons or entities, jointly, shall be deemed to be a single member of the Association and all voting and other rights of such co-owners shall be exercised by them by unanimously or by a representative designated in a written instrument executed by all such co-owners and filed with the Association.

Section 2. Voting. An owner shall be entitled to one vote for each lot owned. An owner shall not be entitled to vote on any matter for any period during which any assessment against his lot remains unpaid.

Section 3. Operation of Association. A majority of the Owners shall constitute a quorum for the transaction of business by the Association. All actions of the Association shall be by majority vote of the Owners (not a majority of the quorum) other than action to amend this Declaration as hereinafter provided.

#### ARTICLE IV

##### COVENANT FOR FULL ASSESSMENTS

Section 1. Creation of the Lien. The Declarant, for each Lot owned within the property, hereby covenants, and each owner of any

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 all periodic and special assessments, such assessments to be established and collected as hereinafter provided. Periodic and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot upon which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment came due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area, and for expenses incurred for utilities, insurance, real property taxes for the Common Area, bookkeeping, accounting, legal advice and for any other costs which are reasonably incurred by the Association in performing its obligations pursuant to this Declaration and to promote the safety and value of the property.

Section 3. Uniform Rate of Assessment. All assessments shall be fixed by the Association at a uniform rate for all lots and may be collected on a monthly basis or such other basis as is specified by the Association.

Section 4. Effect of Non-Payment of Assessment. All assessments shall be due within 15 days of the date of mailing the invoice. Any assessment not paid by the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay same or may foreclose the lien against the property in the same manner as the foreclosure of a realty mortgage.

Section 5. Subordination of the lien. The lien of the assessments provided for herein shall be subordinate to the lien of any

first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, landscaping or other improvement shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein (including change of exterior color or shade) be made until the plans, specifications and samples showing the nature, kind, color, shape, height, material and location of the same shall have been submitted to and approved in writing as to design, materials, color and location by the Association or by an architect selected by the Association for that purpose. In the event the Association, or its selected architect, fails to approve or disapprove such design, materials, and location within thirty days after submittal of a complete set of plans, specifications and samples by the owner, approval will not be required and the owner will be deemed to have fully complied with this Article.

ARTICLE VI

INSURANCE

Section 1. Casualty Insurance. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

Premiums for all insurance carried by the Association shall be included in the assessments made by the Association.

Section 2. Liability Insurance. The Association shall maintain general public liability insurance at all times against claims for bodily injury, death or property damage for accidents occurring within or in connection with the use of the Common Area and any perimeter walkways located within the boundaries of any Lot. The liability insurance shall have limits of no less than one million dollars in respect to the injury or death of any single person and to a limit of not less than five million dollars in respect to the injury or death of any number of persons arising out of any single accident. The policy shall also afford protection to a limit of not less than one hundred thousand dollars in respect to damage of property. The insurance coverage shall name the Association and all owners as insured parties and premiums for such insurance shall be included in the assessments.

#### ARTICLE VII

##### RESTRICTIONS

Section 1. Office Use. The use of all buildings on the lots shall be for office use only.

Section 2. Parking. There shall be no assigned parking within any of the areas or spaces designated for parking by the Association notwithstanding the proximity of any particular areas or spaces to any of the lots. No motorized or non-motorized vehicle of any type may be kept continuously within the Common Area for longer than 48 hours.

Section 3. No Subdivision. No owner shall further subdivide any lot.

Section 4. Temporary Buildings. Other than during the course of construction, no structure of a temporary character such as a trailer, tent, shack, garage or other out-building shall be placed on any part of the property.

ARTICLE VIII

MAINTENANCE

Section 1. Common Area Maintenance. The Association, or its duly delegated representative, shall maintain and otherwise manage all of the Common Area property including, but not limited to, the landscaping, parking areas, driveways, drainageways, fences, utilities, walls, curbing and lighting located therein. In the event that the need for maintenance or repair is caused through the willful or negligent act of any owner or his tenants, employees, sublessees, invitees and visitors, then the cost of such maintenance or repairs shall be added to and become part of the assessment for such owner's lot. The Association, or its duly delegated representative, shall also maintain and otherwise manage any perimeter walkways located within the boundary of any lot.

Section 2. Other Maintenance. Each owner shall be responsible for the upkeep and maintenance of all buildings, utility lines, pipes, wires, fixtures, conduits, lighting, landscaping and other improvements located within his Lot (other than any perimeter walkways located within the boundaries of his Lot). Termite control shall be the responsibility of the owner. Each owner shall maintain all portions of the water and sewer system located within the boundaries of his Lot. In the event the owner of any Lot shall fail to maintain and repair any of the foregoing in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot and the exterior of any buildings or improvements located thereon. The cost of same shall be added to and become a part of the assessment for such Lot.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than a majority plus one of the lot owners and such instrument must be recorded in the Office of the Pima County Recorder.

ARTICLE X

DAMAGE BY FIRE

If at any time after the erection of permanent improvements upon any Lot, the improvements are destroyed or damaged by fire or the elements, or by any other cause, the owner shall promptly restore or rebuild the improvements as nearly as possible to the condition existing immediately prior to the destruction or damage. In the event such restoration or rebuilding is not commenced within 60 days after the damage, then the owner shall immediately raze and remove the damaged improvements from the Lot and leave the Lot in a clean and presentable condition.

DATED this 29th day of November, 1983.

SAGE I, LTD., an Arizona  
limited partnership,

By Clifford E. DuBois  
Clifford E. DuBois

-8-

7302

888



STATE OF ARIZONA )  
COUNTY OF PIMA ) SS.

SUBSCRIBED and sworn to before me this 28th day of November,  
1983, by CLIFFORD E. DuBOIS, as General Partner of SAGE I, LTD., an  
Arizona limited partnership.



Valerie A. Pusic  
Notary Public

My Commission Expires:  
My Commission Expires Dec. 27, 1986

68578 *Pick up*  
*CITY CLERK*  
RICHARD J. KENNEDY, COUNTY RECORDER  
RECORDED IN PIMA COUNTY, AZ.  
JUN 12 '84 2 00 PM  
FEE \$ *9.00* DKT *7302* PG *882-889*  
RECEIVED BY *[Signature]*