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NOTICE OF RE-RECORDING

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Honey Bee Canyon Estates at Rancho Vistoso were recorded on March 20, 2012 at sequence no. 20120800931. That Declaration is hereby re-recorded to correct an error in the effective date, and an error on the notary block.

Honey Bee Canyon Estates

At Rancho Vistoso

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HONEY BEE CANYON ESTATES AT RANCHO VISTOSO (the "Declaration") is executed to be effective as of the 20th day of March, 2012 by the Honey Bee Canyon Estates at Rancho Vistoso Association, an Arizona Corporation, (the "Association").

RECITALS

A. The Association administers certain real property in Pima County, Arizona located generally north of Tangerine Road, west of Oracle Road, and east of King Air Road, comprising Parcel B, Neighborhood 13 of Rancho Vistoso, more particularly described on Exhibit A attached hereto (the "Covered Property") to be known under the name "Honey Bee Canyon Estates at Rancho Vistoso".

B. The Covered Property is affected by and subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Rancho Vistoso dated September 16, 1986, and recorded on September 17, 1986 in Docket 7871, pages 1688-1786, and re-recorded on November 20, 1986 in Docket 7915, pages 1281-1379, restated and recorded on April 24, 1987 in Docket 8021, pages 925-1024, amended and recorded on July 13, 1988 in Docket 8327, pages 2058-2071, supplemented and recorded on March 15, 1989 in Docket 8494, pages 189-195, and amended and recorded on September 25, 1989 in Docket 8629, pages 576-584, all in the office of the Pima County, Arizona Recorder (the "Master Declaration").

C. The provisions herein contained are in addition but subject and subordinate to the applicable provisions of the Master Declaration (and the Articles, Bylaws, and Association Rules identified in the Master Declaration), and not in substitution therefore, and in the event of any conflict or inconsistency between the provisions of this Declaration and the Master Declaration, the provisions of the Master Declaration shall control, provided however, the Honey Bee Canyon Estates CC&Rs and the Design Guidelines adopted hereinunder are intended in various instances to create a more stringent standard than that established under the Master Declaration and, accordingly, such differences are not to be considered conflicts, and the more stringent standard in each case shall control.

It is intended that the Honey Bee Canyon Estates CC&Rs and the Honey Bee Canyon Estates Design Guidelines be consistent with one-another. If a conflict is determined to exist, the provisions of the CC&Rs shall control.

D. The Covered Property shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions provided for in this Declaration, which: (i) are for the purpose of protecting the value, desirability, attractiveness, and desert character of the Covered Property; (ii) shall run with all of the real property comprising the Covered Property; (iii) shall be binding on all parties having any right, title, or interest in the Covered Property, or any part thereof; and (iv) shall inure to the benefit of each Owner thereof and their heirs, successors, and assigns.

E. The Association (i) holds title in fee or otherwise to the Common Areas; (ii) intends to preserve the values and amenities of the Covered Property, in regard to which the Association is delegated certain powers of administering and maintaining the Common Areas and enforcing this Declaration and the Design Guidelines adopted pursuant hereto; and (iii) establishes, collects, disburses, and enforces the Assessments created herein.

F. It is specifically acknowledged that this Declaration, the Lots and Parcels described herein, and the Association and its Board and Members, are all subject and subordinate to the Master Declaration and the Articles, Bylaws, and Association Rules (including Design Guidelines) described herein. It is further specifically acknowledged that all members of the Association are also members of the Vistoso Community Association (the "Master Association") identified in the Master Declaration and are subject to all regular and special assessments of the Master Association in addition to the assessments of the Association.

G. The Declaration of Covenants, Conditions and Restrictions for Honey Bee Canyon Estates, which was recorded in the office of the Pima County Recorder on February 3, 1995 in Docket 9973 at page 1222 et seq. and as amended is superseded in its entirety by this Amended and Restated Declaration and such previously recorded Declaration and as amended will no longer be in effect as of the date of recording of this Amended and Restated Declaration. All other Declarations for the Association are also superseded in their entirety by this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

ARTICLE 1.

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

1.1 "Adjustment Date" shall mean January 1 of each year during the period this Declaration remains in effect;

1.2 "Annual Assessments" shall mean the annual assessments levied by the Board pursuant to Section 7.2 of this Declaration;

1.3 "Articles" shall mean the Articles of Incorporation of the Association, as amended or restated from time to time, on file with the Arizona Corporation Commission;

1.4 "Assessments" shall mean all Annual Assessments, Special Assessments, and Maintenance Assessments;

1.5 "Assessment Lien" shall mean the charge and continuing servitude and lien against a Lot or Parcel for payment of Assessments and Special Use Fees as described in Section 7.1 of this Declaration;

1.6 "Assessment Period" shall mean each period for which Assessments are to be levied against a Lot or Parcel pursuant to this Declaration, as more particularly described in Section 7.8 below;

1.7 “Association” shall mean the “Honey Bee Community Association”, an Arizona nonprofit corporation, its successors and assigns; however the community uses the common and trade name “Honey Bee Canyon Estates at Rancho Vistoso”;

1.8 “Association Rules” shall mean the reasonable rules and regulations adopted by the Association pursuant to Section 5.3 of this Declaration;

1.9 “Board” shall mean the Board of Directors of the Association;

1.10 “Building Area” shall mean that portion of the lot within which all improvements must be built and alterations to the existing natural landscape are permitted.

1.11 “Bylaws” shall mean the Bylaws of the Association, as amended or restated from time to time;

1.12 “Common Areas” shall mean all real property and the improvements or amenities thereon; all easements and licenses, and all personal property and facilities, which shall from time to time be owned, controlled, or operated by the Association (including but not limited to areas used for landscaping, flood control, drainage, open space, walkways, and pedestrian and vehicular ingress and egress), or with respect to which the Association has administrative, maintenance, or other similar responsibilities.

1.13 “County” shall mean Pima County, Arizona, provided, however, that in the event Honey Bee Canyon Estates at Rancho Vistoso (or any part thereof) becomes part of a county other than Pima County, the term “County” shall mean and refer to such other county.

1.14 “Covered Property” shall mean the property more particularly described on Exhibit “A” attached hereto and incorporated by this reference, plus any additional property, if and to the extent annexed;

1.15 “Declarant” shall mean the Honey Bee Canyon Estates at Rancho Vistoso Association, an Arizona corporation, and the successors and assigns of its rights and powers hereinunder.

1.16 “Declaration” shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions, including its Recitals, as amended or supplemented from time to time.

1.17 “Delinquent Amount” shall mean any Assessment, or installment thereof, not paid when due;

1.18 “Design Review Committee” shall mean the committee formed pursuant to Article 3 of this Declaration;

1.19 “Design Guidelines” shall mean the rules and regulations adopted, amended, and supplemented by the Design Review Committee and approved by the Board pursuant to Section 3.5 of this Declaration.

1.20 “Dwelling Unit” shall mean any building, or part thereof, situated upon a Lot or Parcel and intended for use and occupancy as a residence by a Single Family;

1.21 “Event of Foreclosure” shall mean the foreclosure, the acceptance of a deed in lieu of foreclosure, or the transfer of title by trustee’s deed at a trustee’s sale in regard to a mortgage, deed of trust, or other encumbrance inferior in priority to an Assessment Lien;

1.22 “Funds” shall mean all funds and property collected and received by the Association from any source;

1.23 “Index” shall mean the Consumer Price Index, All Items, All Urban Consumers (1967=100) published by the United States Department of Labor; “Comparison Index” shall mean the Index published for the month which is three months prior to an Adjustment Date; and “Base Index” shall mean the Index published for the month which is 12 months prior to the month for which the Comparison Index is published;

1.24 “Lot” or “Parcel” shall mean and refer to any plot of real property shown upon any recorded subdivision map of the Covered Property, with the exception of the Common Areas;

1.25 “Maintenance Assessments” shall mean the assessments, if any levied by the Board pursuant to Sections 7.7 and 10.2 of this Declaration;

1.26 “Master Association” shall mean the Vistoso Community Association as identified in the Master Declaration;

1.27 “Master Declaration” shall mean that Declaration of Covenants, Conditions, Restrictions, and Easements for Rancho Vistoso as identified in the recitals hereto, as amended or supplemented from time to time;

1.28 “Master Development Plan” shall mean the site development plan at any time in effect for Rancho Vistoso or Honey Bee Canyon Estates at Rancho Vistoso and approved by the Town of Oro Valley which has the authority to approve and regulate master plans for planned area developments located in Rancho Vistoso, as the same may be amended from time to time. A current copy of the then applicable Master Development Plan shall be on file at all times in the Association office. If required by the Town of Oro Valley, the Master development Plan shall be Recorded;

1.29 “Maximum Annual Assessment” shall mean the amount established by or in accordance with Section 7.4 of this Declaration;

1.30 “Member” shall mean any Owner;

1.31 “Membership” shall mean the amalgam of rights and duties of Owners with respect to the Association;

1.32 “Natural Area” shall mean that portion of each lot which lies outside of the building area and must remain as natural desert;

1.33 “Occupant” shall mean any Person, other than an Owner, occupying a Parcel or Lot, or any portion thereof or building or structure thereon, as a Resident, Tenant, licensee, or otherwise, other than on a merely transient basis;

1.34 “Owner” shall mean the Record holder of legal title to the fee simple interest in any Lot or Parcel or, in the case of a Recorded “contract” (as that term is defined in A.R.S. Section 33-741(2)), the holder, of Record, of the purchaser’s or vendee’s interest under said contract, but excluding others who hold such title merely as security. If fee simple title to a Lot or Parcel is vested of Record in a trustee pursuant to A.R.S. Section 33-801 et. seq., for purposes of this Declaration legal title shall be deemed to be held by the trustor (or the trustor’s successor of Record) and not by the trustee. An Owner shall include any Person who holds Record title to a Lot or Parcel in joint ownership or as an undivided fee interest;

1.35 “Parcel” shall mean a “Lot” or group of Lots;

1.36 “Person” shall mean a corporation, partnership, joint venture, individual, trust, or any other legal entity;

1.37 “Private Zone” shall mean the portion of the lot within the Building Area which is screened from the street or fro adjacent properties by a design element such as a wall or fence.

1.38 “Recorded Assessment Lien” shall mean an Assessment Lien with respect to which the Board has recorded a notice of Lien covering the Delinquent Amount plus interest and accrued collection costs against the applicable Lot or Parcel (provided, however, that the Board’s failure to Record an Assessment Lien against a Lot or Parcel shall not be deemed to invalidate or extinguish the Assessment Lien with respect to such Lot or Parcel);

1.39 “Record”, “Recording” and “Recorded” shall mean placing or having placed a document of public record in the Official Records of Pima County, Arizona;

1.40 “Resident” shall mean:

1.40.1 each Tenant who resides on the Covered Property and the members of the immediate family of each Tenant who reside on the Covered Property;

1.40.2 each Owner who resides on the Covered Property and the members of the immediate family of each Owner who reside on the Covered Property; and

1.40.3 such persons as the Board, in its absolute discretion, may authorize, including without limitation guests of an Owner or Tenant;

1.41 “Single Family” shall mean a group of persons related by blood, marriage, or legal adoption, or a group of not more than three unrelated persons maintaining a common household;

1.42 “Special Assessments” shall mean the assessments, if any, levied by the Board pursuant to Section 7.5 of this Declaration;

1.43 “Tenant” shall mean a Person occupying any part of the Covered Property under any type of rental agreement, whether such rental agreement is within the definition set forth in A.R.S. Section 33-1310 (11) or otherwise;

1.44 “Visible from Neighboring Property” shall mean, with respect to any given object or activity, that such object or activity is or would be visible without artificial sight aids from (6) feet above any other property of similar elevation, provided such other property is within any of the Lots or Common Areas.

ARTICLE 2.

EASEMENTS AND RIGHTS OF ENJOYMENT IN THE COMMON AREAS

2.1 Easements and Rights of Enjoyment: Each Owner shall have a nonexclusive easement for use and enjoyment in and to the Common Areas, which nonexclusive easement shall be appurtenant to and shall pass with the title to each Owner’s Lot or Parcel. All Occupants shall have a nonexclusive, nontransferable temporary license to use and enjoy the Common Areas so long as they remain Occupants. The foregoing grants and rights are subject, among other things, to the following limitations:

2.1.1 The right of the Association to suspend the rights of any Owner or Occupant, as the case may be:

(a) for any period during which an Assessment remains delinquent;

(b) for a period not to exceed 60 days for any infraction of this Declaration, the Master Declaration, the Association Rules, or the Design Guidelines; or,

(c) for successive 60-day periods if any such delinquency or infraction is not corrected during any preceding suspension period, or for substantial infractions as determined by the Board in its sole and absolute discretion;

2.1.2 The right of the Association to limit the number of guests of an Owner or Occupant who may use the Common Areas; and,

2.1.3 The right of the Association to regulate use of the Common Areas in accordance with this Declaration.

2.2 Delegation of Use: Any Owner or Occupant, in accordance with the Association Rules and this Declaration, may delegate his rights of use and enjoyment in the Common Areas to the members of his family or his Occupants or guests subject to the limitations set forth herein and in the Association Rules.

2.3 Waiver of Use: No Owner may exempt himself from personal liability for Assessments, or release the Lot or Parcel owned by him from any liens or charges arising under this Declaration by waiver of his or his Occupant’s or guests’ rights of use and enjoyment of the Common Areas.

ARTICLE 3.

ARCHITECTURAL AND LANDSCAPING RESTRICTIONS AND CONTROL

3.1 Landscaping Restrictions:

3.1.1 General Requirements: Except as expressly provided herein or approved by the Design Review Committee, landscaping on the Covered Property shall be consistent with the character of the desert environment surrounding Honey Bee Canyon Estates at Rancho Vistoso, and shall comply with the provisions of the Design Guidelines relating to permitted and prohibited plants, and with all applicable native plant preservation regulations of the Town of Oro Valley, the County and the State of Arizona. Native plants which must be removed to permit construction work on the Covered Property shall be inventoried prior to removal, and shall be transplanted to another location on the Covered Property or replaced with equivalent plants approved by the Design Review Committee in accordance with the Design Guidelines. Plants shall be transplanted in accordance with customary professional standards. Transplanted or replacement plants shall be maintained and watered as appropriate until reestablishment. Any native plants on the Covered Property which die as a result of transplanting or construction activity on the Covered Property shall be replaced with equivalent plants approved by the Design Review Committee in accordance with the Design Guidelines.

3.1.2 Restrictions Applicable to Lots and Parcels: The developed portion of the Building Area of each Lot, excluding driveways, parking areas, and the Private Zone shall be landscaped in a desert manner, using indigenous or similar plants and soil approved by the Design Review Committee.

3.1.3 Natural Areas: The existence of the conservation easement to the Town of Oro Valley is hereby acknowledged. Separate therefrom and within each Lot, the Design Review Committee shall establish or approve an area within which all improvements shall be made, outside of which the property must remain as natural desert, except as otherwise established or approved by the Design Review Committee pursuant to the Design Guidelines.

3.2 Power and Duties: The Design Review Committee's job is one of assistance, helping the owners and building professionals to design projects which maximize the living experience of Honey Bee Canyon Estates at Rancho Vistoso. The Design Review Committee shall have all of the powers, authority, and duties conferred upon it by this Declaration or by the Articles, Bylaws or Association Rules. Without limiting the generality of the foregoing, it shall be the duty of the Design Review Committee to consider and act upon all proposals or plans submitted to it pursuant to the provisions hereof, to monitor the construction of improvements it has approved to assure conformance with the CC&Rs and Design Guidelines; to adopt and enforce the Design Guidelines, to perform any other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

3.3 Organization of Design Review Committee: The Design Review Committee shall be organized as follows:

3.3.1 Committee Composition: The Design Review Committee shall be appointed by the Board and shall consist of no less than three members, and no more than five members, as determined by a vote of the Board. A member shall not be required to satisfy any particular qualification for membership and may be a member of the Board, an officer of the Association, or an officer, agent or employee of the Association.

3.3.2 Term of Office: Unless a member of the Design Review Committee has resigned or been removed, his, or her term of office shall continue until the appointment of his or her respective successor by the Board. Members of the Design Review Committee who have resigned, been removed, or whose terms have expired may be reappointed.

3.3.3 Appointment and Removal: Except as hereinafter provided, the right to appoint and remove all members of the Design Review Committee at any time and with or without cause shall be and is hereby vested solely in the Board.

3.3.4 Resignations: Any member of the Design Review Committee may at any time resign by giving written notice thereof to the Board; and

3.3.5 Vacancies: Vacancies on the Design Review Committee, however caused, shall be filled by the Board. A vacancy or vacancies on the Design Review Committee shall be deemed to exist in case of the death, resignation, or removal of any member.

3.4 Meetings and Compensation of Design Review Committee: The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the members shall constitute the act of the Design Review Committee. The Design Review Committee shall keep and maintain a written record of all submittals and comments made to it and all actions taken by it, and shall report all submittals, issues and actions to the Board in a timely manner. Members of the Design Review Committee shall be entitled to no compensation for their services. Members shall be entitled to reimbursement for pre-approved and reasonable expenses incurred by them in the performance of their duties. Professional consultants and representatives retained for assistance by the Design Review Committee shall be paid such compensation as the Board determines.

3.5 Appeal to the Board: Any Owner, aggrieved by the decision of the Design Review Committee may appeal the decision to the Board in accordance with procedures to be established in the Design Guidelines. Such appeal must be made within fourteen (14) days after the decision of the Design Review Committee and must be submitted in writing. The Board will consider the appeal in a timely manner at a regular or special meeting. In the event the decision of the Design Review Committee is overruled by the Board on any issue or question, the prior decision shall be deemed modified to the extent specified by the Board. After the final decision of the Design Review Committee, the Committee shall meet with any Owner, if the Owner requests a meeting, to attempt to resolve the matter prior to that Owner's appeal to the Board.

3.6 Design Guidelines: Subject to the written approval of the contents thereof by the Board, the Design Review Committee shall adopt, and may from time to time

amend, supplement, and repeal, the Design Guidelines. The Design Guidelines shall interpret, implement, and supplement this Declaration, and shall set forth procedures for Design Review Committee review and the standards for development within the Covered Property. The Design Guidelines shall include, without limitation, provisions regarding:

3.6.1 the size, including massing, area, lot coverage, placement and height of Single Family Dwelling Units;

3.6.2 architectural design and construction specifications, with particular regard to the harmony of the design and materials with surrounding structures and topography;

3.6.3 type, placement and construction materials for buildings, accessory structures, recreation improvements, lighting, signage, walls and other improvements;

3.6.4 regulation of construction;

3.6.5 Conformity of landscaping design and materials with the desert character of Honey Bee Canyon Estates at Rancho Vistoso;

3.6.6 requirements concerning exterior color schemes, exterior finishes, and materials, in particular the use of desert tones and muted colors throughout Honey Bee Canyon Estates at Rancho Vistoso; and

3.6.7 Standards for the operation of the community including lighting, signage and vehicle parking.

The Design Review Committee Guidelines shall have the same force and effect as the Association Rules.

3.7 Obligation to Obtain Approval

3.7.1 Except as otherwise expressly provided in this Declaration or the Design Guidelines, without the prior **written** approval by the Design Review Committee of plans and specifications prepared and submitted to such Committee in accordance with the provisions of this Declaration and the Design Guidelines:

(a) no improvements, site alterations, repairs, excavation, grading, landscaping or other work shall be done which in any way alters the exterior appearance of any property or improvements thereon from their natural or improved state existing immediately prior to the change; and

(b) no building, fence, exterior wall, pool, roadway, driveway, or other structure, improvement, clearing, or grading shall be commenced, erected, maintained, altered, changed, or made on any Lot or Parcel at any time;

3.7.2 No exterior trees, bushes, shrubs, plants, or other landscaping shall be planted or placed upon the Covered Property except in compliance with plans and specifications therefore which have been submitted to and approved **in writing** by the

Design Review Committee in accordance with the Design Review Committee Guidelines; and

3.7.3 No material changes or deviations in or from the plans and specifications for any work to be done on the Covered Property, once approved by the Design Review Committee, shall be permitted without **written** approval of the change or deviation by such Committee.

3.8 Non-Waiver: The approval by the Design Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Design Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

3.9 Liability: Neither the Board nor the Design Review Committee (nor any member thereof) shall be liable to the Association, any Owner, or any other party for damage, loss, or prejudice suffered or claimed on account of:

3.9.1 the approval or disapproval of any plans, drawings, or specifications, whether or not defective;

3.9.2 the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications;

3.9.3 the development of any Lot or Parcel; or

3.9.4 the execution and filing of any estoppel certificate or statement, whether or not the facts therein are correct, provided, however, that with respect to the liability of a member of the Design Review Committee, such member has acted in good faith on the basis of such information as may be possessed by him.

Without in any limiting the generality of any of the foregoing provisions of this Section 3.9, the Design Review Committee, or any member thereof, may consult with and hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted for review.

3.10 Fees and Deposit: The following fees and deposit are established by the Board and will be applied as part of the Design Review process:

3.10.1 Architectural/Engineering Review Fee: The purpose of this fee is to defray the actual costs of professional architectural and/or engineering review of plans for new homes and major additions, as well as the cost for monitoring of critical stages of construction to ensure conformance with the Design Review approval. This fee is not required for "lesser projects" or "ministerial" approvals as defined in the Design Guidelines. The Design Review Committee may request that the Board modify or eliminate the fee when costs are greater or less than anticipated. This fee shall be paid prior to the preliminary design conference.

3.10.2 Construction Deposit: This deposit is to be posted for new homes and may be required for major additions. The fee is not required for "lesser

projects” or “ministerial” approvals as defined in the Design Guidelines. The Owner shall deposit the required sum as defined in the Design Guidelines to the Association Manager, who shall hold it in a non-interest bearing account. The Deposit must be posted prior to the pre-construction conference. The Deposit may be used by the Association for:

a) Repair of any damage caused directly or indirectly by the Owner or his contractors to roads, vegetation, entryways, security gates, or other improvements constructed or controlled by the Association.

b) Completion of any construction, landscaping, or revegetation on the lot of the Owner which was not completed by the Owner in accordance with the approved plans.

c) Expenses, including legal and consulting fees incurred in the enforcement of the Design Review approval conditions with respect to the Owner.

The Deposit, or the undisbursed portion thereof, shall be refunded by the Board to the Owner at such time as the Design Review Committee has made a final inspection and has approved the satisfactory completion of the improvements.

3.10.3 Road Impact Fee: The purpose of this fee is to defray the additional costs for road repaving and repair due to construction traffic and heavy trucks traversing the private streets during the construction process. This fee is required to be paid for new homes and major additions, as discussed in the Design Guidelines, and shall be paid prior to the pre-construction conference.

3.11 Inspection: Any member or authorized consultant of the Design Review Committee, or any authorized officer, director, employee, or agent of the Association may at any reasonable time and without being deemed guilty of trespass enter upon any Lot or Parcel, after reasonable notice to the Owner or Occupant of such Lot or Parcel, in order to inspect the improvements constructed or being constructed on such Lot or Parcel to ascertain that such improvements have been, or are being, built in compliance with the Design Guidelines, this Declaration, and the Master Declaration.

ARTICLE 4.

PERMITTED USES AND RESTRICTIONS

4.1 Covenants, Conditions, Restrictions, and Easements. The following covenants, conditions, restrictions, and reservations of easements and rights shall apply to all Lots and Parcels, and to the Owners and Occupants thereof:

4.1.1 General:

(a) **Single Family Residential Use:** No structure whatsoever, other than one private, Single Family residence, together with a private garage for not less than 2 cars (only in certain situations will the Design Review Committee approve a garage for more than 4 cars) and one guest residence, one gazebo, one tennis court (only in certain

situations on large Lots as approved by the Design Review Committee), one swimming pool, and one storage facility (all of which must be approved in advance by the Design Review Committee in accordance with this Declaration) shall be erected, placed, or permitted on any Lot.

(b) Leasing: The entire (but not less than all of a) Lot may be leased to a Single Family Tenant from time to time by the Owner for terms not less than six (6) months, subject to the provisions of this Declaration, the Association Rules, and the Master Declaration.

4.1.2 Residential Purposes. All Lots and Dwelling Units within the Property shall be used for single-family residential purposes. No gainful occupation, profession, business, trade or other nonresidential use shall be conducted on or in any Dwelling Unit, provided that an Owner or any Resident may conduct limited business activities in a Dwelling Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all applicable zoning requirements; (c) the business activity does not involve door-to-door solicitation of other Owners or Residents; (d) the business activity does not generate drive-up traffic or customer or client parking; and (e) the business activity is consistent with the residential character of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners or Residents, as may be determined in the sole discretion of the Board. No Lot will ever be used, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, industrial, mercantile, commercial storage, vending, or other similar uses or purposes. The Board shall have broad authority to enact rules and regulations to implement this Article 4.1.2, including exempting certain traditional home-based activities such as teaching music lessons.

4.1.3 Animals: No animal, livestock, poultry, or fowl of any kind other than a reasonable number of generally recognized house pets shall be maintained on or in any Lot or Parcel and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. No house pets shall be permitted to make an unreasonable amount of noise or create a nuisance. No structure for the care, housing, or confinement of any permitted pet shall be Visible From Neighboring Property. Notwithstanding the foregoing, no permitted pets may be kept on or in any Lot or Parcel which result in an annoyance to other Owners or Occupants in the vicinity. All permitted pets shall be leashed when not on a lot owned by the pet's Owner or on which the pet's Owner is a Tenant, guest or invitee; and persons walking pets shall carry a hand held shovel or other instrument designed for removing animal excrement from the ground and shall remove the pet's excrement from the Covered Property.

4.1.4 Garbage: No garbage or trash shall be allowed, stored, or placed on a Lot or Parcel except in sanitary, covered containers. In no event shall such containers be Visible From Neighboring Property, except for a reasonable time immediately prior to and after collection. All trash and garbage shall be regularly removed from each Lot and Parcel and shall not be allowed to accumulate thereon. The Association shall have the authority to

subscribe to a single source for trash removal, and/or require the Owners to use a single source for trash removal.

4.1.5 Machinery and Equipment: No machinery or equipment of any kind shall be placed, operated, stored, or maintained or repaired upon any Lot or Parcel except:

(a) such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction (during the period of construction) of a building, appurtenant structures, or improvements thereon; or,

(b) that which the Association may require for the development, operation, maintenance, and repair of the common area of Honey Bee Canyon Estates at Ranch Vistoso.

4.1.6 Signs: No signs of whatever nature shall be placed on the Common Areas except for street signs, a community identification sign, stop or caution signs, and other signs with respect to Association or Common Areas matters as approved by the Design Review Committee.

No signs of whatever nature shall be placed on any Lot or Parcel except:

(a) signs required by legal proceedings; or,

(b) street address signs, "for sale" and "for lease" signs, temporary open house signs, temporary construction signs, temporary political signs, and flags, the nature, number, location, content, and design of which are subject to the Design Guidelines and shall be approved in advance and in writing by the Design Review Committee.

(c) signs the Association may not prohibit pursuant to Arizona law.

4.1.7 Restriction on Further Subdivision, Property Restrictions, and Rezoning: No Lot or Parcel, or portion thereof, shall be further subdivided, and no portion less than all of such Lot or Parcel, or any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented, and then only to a Single Family. No further covenants, conditions, restrictions, or easements shall be Recorded against any Lot or Parcel, or portion thereof, without the prior written approval of the Board. No applications for rezoning, variances or use permits shall be filed without the prior written approval of the Board, and then only if such proposed zoning, variance, or use is in compliance with this Declaration, the Master Declaration, and the general plan of development of Rancho Vistoso.

4.1.8 Garages, Parking and Storage: Garages must be for two (2) or more cars and may be attached or detached. Carports are not permitted. Overnight on-street parking is not permitted in Honey Bee Canyon Estates at Rancho Vistoso. Short-term temporary parking on streets is permitted for delivery and service vehicles, loading or unloading of recreational vehicles, and guests. Vehicles shall be kept in garages, or other designated parking areas.

No motor vehicle, motor home, mobile home, trailer, camper shell, detached camper, boat, boat trailer, snowmobile, jet ski, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed, repaired or stored on any Lot or Parcel so as to be Visible From Neighboring Property, nor on any street or Common Area. The foregoing limitation on parking shall not apply to short term, temporary parking of vehicles permitted above and temporary parking during and used exclusively in connection with construction activities, but only as approved by the Board on terms and conditions imposed by the Board. Construction parking must be approved in advance and in writing by the Design Review Committee.

The Association may adopt additional parking restrictions including the establishment of fines and assessments for their violation. The Association may also delegate its authority to enforce such parking restrictions to the Design Review Committee.

4.1.9 Prohibited Uses: The following uses of Lots and Parcels are prohibited:

(a) Any use which is offensive or annoying by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation, or pollution, or which constitutes a nuisance, or which is hazardous by reason of risk of fire or explosion, or which is injurious to the reputation of any Lot, Parcel, or Owner; and

(b) any use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception, or special use ordinance or regulation) of the United States, the State of Arizona, the County, or any other governmental entity having jurisdiction over the covered property.

4.1.10 Accessory Buildings and Outside Storage: All permanent and temporary accessory storage buildings on a Lot require the approval of the Design Review Committee. No trailer, tent, shack, garage, or similar structure of any kind shall be used as a residence, whether temporary or permanent. A temporary construction trailer may be installed and maintained on a Lot or Parcel during the construction process with the prior written approval of the Design Review Committee with regard to location and appearance, and shall be removed immediately after completion of such construction, and that portion of the Lot or Parcel from which the same are removed shall be promptly placed in such condition as is otherwise required by this Declaration.

Except during construction, no materials, supplies, equipment, finished or semi-finished products, or articles of any nature shall be stored in any area outside of a building without the approval of the Design Review Committee. Any permitted outside storage shall be screened by a solid visual barrier so as not to be Visible From Neighboring Property, provided however, that during construction of improvements on any Lot or Parcel, necessary construction materials and supplies may be stored on the Lot or Parcel without the need for a solid visual barrier, providing such materials and supplies are kept in neat order considering the construction activities. The Design Review Committee is authorized to designate the areas and manner in which supplies of building materials and construction equipment shall be stored and the routes construction vehicles may use. All such designations shall be reasonable.

4.1.11 Repair of Buildings: No building or improvement on any Lot or Parcel shall be permitted to fall into disrepair and each such building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished to maintain a first class appearance of the building or improvement. In the event that any building or improvement is damaged or destroyed, then, subject to the approvals required by Article 3 above, such building or improvement shall be immediately repaired, rebuilt, or demolished (or caused to be repaired, rebuilt, or demolished) by the Owner thereof.

4.1.12 Maintenance of Landscaping and Hardscape. Unless otherwise provided in the Master Declaration, each Owner shall be responsible for the proper maintenance of all landscaping and hardscape in the following locations:

(a) on the Owner's Lot or Parcel (including setback and easement areas located thereon), except that in the event the maintenance of any portion of such Owner's Lot or Parcel is the responsibility of the Association, a utility, or a governmental or similar authority, then only for so long as such entities are not undertaking such responsibility;

(b) portions of the Common Areas adjacent to an Owner's Lot or Parcel and which are on the Lot's or Parcel's side of any wall erected on the Common Areas; and

(c) public right-of-way and easement areas between the street curb and the Owner's Lot or Parcel. As used herein, the term "maintenance" shall include, but not be limited to, keeping the area neatly trimmed, cultivated, and free of trash, weeds, and unsightly material. All trees, shrubs, plants and ground covers shall be timely and properly trimmed (including, without limitation, the removal of dead wood therefrom) according to their plant culture and landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant, or ground cover shall be removed and replaced immediately. All bed areas shall be kept free of weeds and cultivated periodically as needed. Landscaping may be required to be placed on a Lot or Parcel within certain time frames established by the Design Review Committee. Each Owner shall maintain in good condition and repair all hardscape areas, including driveways, pathways, patios, walls, and parking areas, located on the Owner's Lot or Parcel.

(d) Natural Areas: The Natural Areas within Lots are intended to remain as natural desert, essentially without maintenance. Alteration of the Natural Areas on a Lot or Parcel is limited to replacement of native trees and vegetation, removal of noxious species, and clearing of the bottom of drainage channels sufficiently to maintain adequate storm water flow, as described in the Design Guidelines.

4.1.13 Nuisances, Dust Control: No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any Lot or Parcel so as to create a nuisance or render any such property or activity thereon unsanitary, unsightly or offensive. The developed portion of the Building Area of each Lot and Parcel shall be landscaped and maintained in a manner which will minimize the possibility of dust being transmitted into the air and over adjacent properties. Although normal construction activities shall not be considered a nuisance or otherwise prohibited, Lots and Parcels must be kept in a neat and

tidy condition during construction periods. No noxious or offensive activity shall be carried on or permitted on any Lot or Parcel, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Persons or property in the vicinity of such Lot or Parcel or to Honey Bee Canyon Estates at Rancho Vistoso, or which shall interfere with the quiet enjoyment of each of the Owners and Occupants.

4.1.14 Diseases and Insects: No Owner or Occupant shall permit any thing or condition to exist upon any Lot or Parcel which shall induce, breed, or harbor infectious plant or animal diseases or noxious insects.

4.1.15 Antennas and Dishes: No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected or placed upon a Lot or Parcel, or on any improvement or building thereon, unless approved in advance and *in writing* by the Design Review Committee.

4.1.16 Solar Collectors: Design of the residence to take advantage of solar heating and cooling is encouraged. Solar collectors are permitted. Requests for approval of solar installations shall be submitted to the Design Review Committee which will establish conditions to minimize the impact of the installation as viewed from surrounding homes and streets.

4.1.17 Mineral Exploration: No Lot or Parcel shall be used in any manner to explore for, quarry, mine, remove, or transport any water, oil, or other hydrocarbons, minerals, gravel, gas, earth, or any earth substance of any kind.

4.1.18 Clothes Drying Facilities: No outside clotheslines or other facilities for drying or airing clothes shall be placed on any Lot or Parcel without the prior written consent of the Design Review Committee, unless they are not Visible From Neighboring Property.

4.1.19 Overhead Encroachments: No tree, shrub, or planting of any kind shall be allowed to overhang or encroach upon any public right-of-way, bicycle path, or any other pedestrian way from ground level to a height of 8 feet, without the prior written approval of the Design Review Committee.

4.1.20 Health, Safety and Welfare: In the event uses of, activities on, or facilities upon or within a Parcel or Lot are deemed by the Board to be a nuisance or to adversely affect the health, safety, or welfare of Owners or Occupants, the Board or the Design Review Committee may make rules restricting or regulating the activities.

4.1.21 Window Coverings: No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other improvement without the prior written approval of the Design Review Committee.

4.1.22 Parcel Coverage: The percentage of each Lot or Parcel which may be covered by buildings (as well as the location of such buildings and other improvements on each Lot or Parcel) shall be subject to the review and approval of the Design Review Committee, as part of the Design Review Committee's review of plans for proposed

improvements on such Lot or Parcel pursuant to this declaration, but shall in no event violate County ordinances and regulations in effect from time to time.

4.1.23 Duty of Maintenance: Each Owner shall, at such Owner's sole cost and expense, keep such Owner's Lot or Parcel (including buildings, improvements, private drives, easement areas, and grounds thereon) in a well-maintained, clean, neat, and attractive condition at all times and shall comply in all respects with all governmental health, fire, and safety statutes, ordinances, regulations, and requirements.

2.1.24 Utility Lines and Connections: All utility wires, lines, pipes, conduits, facilities, connections, and installations (including, without limitation, electrical, telephone, cable television, water, gas, and sanitary sewer) shall be installed and maintained underground or concealed in, under, or on structures approved in writing in advance by the Design Review Committee. No utility meter or apparatus shall be located on any pole or attached to the outside of any building wall which is exposed to view from any street. All transformers shall be placed on or below the surface of the Lot or Parcel. Temporary above-ground power or telephone structures and water lines incident to construction activities shall be permitted, but only with the prior written approval of the Design Review Committee.

2.1.25 On-Site Grading and Drainage: Site grading must be done so as to result in minimum disruption to the Lot and to natural drainage channels on the Lot, and to prevent drainage onto adjoining lots, common areas, and open space except as established by natural, pre-existing drainage patterns. Altered drainage must not result in soil erosion onto adjoining lots, common areas, or open space. No water shall be drained or discharged from any Lot or Parcel or building thereon, and no grading shall be done except in conformance with drainage and grading plans approved by the Design Review Committee and the Town of Oro Valley and any other agencies of government from which permits are required.

4.1.26 Building Exteriors: All colors of materials on the building exteriors and all exterior wall surfaces of any building shall be in accordance with plans and designs approved by the Design Review Committee in accordance with the provisions of Article 3 hereof. All materials used for the exterior of the buildings shall be high quality, long-life, low maintenance materials.

4.1.27 Maximum Height: The Design Review Committee Guidelines shall provide height restrictions for buildings, retaining walls, and other improvements. Building heights shall not exceed 22 feet.

4.1.28 Setbacks: The Design Review Committee Guidelines shall provide for setback requirements. Houses shall have minimum front setbacks of 30 feet from all streets. A side setback of 20 feet and a rear setback of 40 feet are adopted herein for Honey Bee Canyon Estates at Rancho Vistoso.

4.2 Variances: The Board may, at its sole discretion, grant variances from the restrictions set forth in this Article 4 hereof if the Board determines, in its sole and absolute discretion that:

4.2.1 either:

(a) a particular restriction would create a substantial hardship or burden on an Owner or Occupant and that such hardship is not attributable to the Owner's or Occupant's acts; or,

(b) a change of circumstances has rendered the particular restriction obsolete; and,

(c) the activity or improvement permitted under the requested variance will not have a substantially adverse effect on other Owners and Occupants and is consistent with the high quality of the community intended for Honey Bee Canyon Estates at Rancho Vistoso. The request for a variance must be made in writing and be accompanied by adequate supporting documentation. The Board shall approve or disapprove the request, in writing, as promptly as possible under the particular circumstances. All decisions of the Board shall be final and non-appealable.

4.2.2 Leasing; Obligations of Tenants and Other Occupants. All tenants shall be subject to the terms and conditions of this Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Each Owner shall cause his, her or its Residents or other occupants to comply with this Declaration, the Articles, the Bylaws and the rules and regulations of the Association and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Residents or other occupants, notwithstanding the fact that such Residents or other occupants are also fully liable for any violation of each and all of the Community Documents. No Owner may lease less than his, her or its entire Lot. No Lot may be leased for a period of less than six (6) consecutive months. Each Owner who rents a Lot or his Dwelling Unit thereon is required to advise the Board within fifteen (15) days of the effective date of the lease therefor. The Owner is required to furnish the Board with a copy of the signed lease and any renewals or revisions. Written leases are required. All leases must restrict occupancy to no more than five (5) unrelated Persons or to a single family of legally related Persons of any size. The Owner of a leased Lot or Dwelling Unit must furnish the Board with a tenant information form (provided by the Board) certifying that the tenant has agreed to be bound by this Declaration, the Articles, the Bylaws and the rules and regulations of the Association; and that the Owner accepts responsibility for the tenant's violation of such documents. The Association is a third-party beneficiary of any such lease solely for the purpose of enforcing this Declaration, and shall have the right to establish and charge fines against any Owner failing to enforce the provisions of this Declaration, Bylaws, and other rules and regulations of the Association against his tenant. The third-party rights shall include the right to evict any tenant for violations of the Community Documents. All tenants must execute a crime-free lease addendum on a form provided by the Board. The Board shall have the broadest authority to enact rules relating to rentals, including the authority to eliminate rentals, but in such event the Board may not require termination of any existing leases. The Board may charge a fee for implementing this section.

ARTICLE 5.

ORGANIZATION OF ASSOCIATION

5.1 Formation of Association: The Association shall be a nonprofit Arizona corporation charged with the duties and vested with the powers described by law and set forth in the Articles, the Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration.

5.2 Board of Directors and Officers: The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. All Directors shall be elected for a 2-year term and the terms of the Directors shall be staggered as required by the Bylaws. The Board may adjust the term of any candidate to implement staggered terms. The Board may appoint various committees at its discretion. The Board may also appoint or engage a manager to be responsible for the day-to-day operation of the Association and the Common Areas. The Board shall determine the compensation to be paid to the manager.

5.3 Association Rules: By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal the Association Rules. The Association Rules may restrict and govern the use of the Covered Property and Common Areas, provided, however, that the Association Rules shall not discriminate among similarly situated Owners and Occupants except to reflect their different rights and obligations as provided herein, and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. The Association Rules shall be intended to enhance the preservation and development of the Covered Property and the Common Areas. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth herein. A copy of the Association Rules as adopted, or amended, shall be available for inspection at the office of the Association.

5.4 Personal Liability: No Board member, officer, committee member, employee or representative of the Association, or the Association, shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, costs, fees (including reasonable attorneys' fees), or prejudice suffered or claimed on account of any of their acts, omissions, errors, or negligence, provided, however, that the limitations set forth in this Section 5.4 shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

5.5 Mergers or Consolidations: The Association shall have the right, power, and authority to participate in mergers or consolidations with any other nonprofit corporation whose objectives, methods, and taxable status and format of operation are similar to those of the Association (a "Merger Candidate"). Merger or consolidation of the Association with a Merger Candidate must be approved in advance by Members holding at least two-thirds (2/3) of the votes at a meeting duly called for such purpose. The Association's properties, rights, and obligations shall be transferred to and assumed by the surviving or consolidated corporation by operation of law, or, alternatively, the properties, rights and obligations of the Merger Candidate shall be transferred by operation of law to the Association as the surviving corporation. The surviving or consolidated corporation, at a minimum, shall have

the same administrative responsibilities and enforcement rights established by this Declaration in regard to the Covered Property.

ARTICLE 6

MEMBERSHIPS AND VOTING

6.1 Votes of Owners of Lots and Parcels: Every Record Owner of a Lot or Parcel which is subject to assessment automatically shall be a Member of the Association and shall remain a Member for so long as such ownership continues. Each Owner shall have one vote for each Lot owned in regard to votes of the Members of the Association.

Each Owner's Membership in the Association shall be appurtenant to and may not be separated from ownership of the Lot or Parcel to which the Membership is attributable. There shall be only the Memberships for each Lot and Parcel as are described herein. Joint ownership or ownership of undivided interests in any property as to which a Membership is established pursuant hereto shall not cause there to be more Memberships than the number established herein. Memberships shall be shared by any joint owners of, or owners of undivided interests in, the property interests to which such Memberships are attributable. Memberships attributable to a Lot or Parcel shall not be increased because of joint or undivided multiple ownership thereof.

6.2 Right to Vote: No change in the ownership of a Lot shall be effective for voting purposes until the board receives written notice of such change together with satisfactory evidence thereof. The vote for each Member must be cast as a single unit. Fractional votes shall not be allowed. In the event that a Lot is owned by more than one Person and such Owners are unable to agree as to how their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Owner casts a vote or votes representing a certain Lot, the Owner will thereafter be conclusively presumed to be acting with the authority and consent of all other Owners of such Lot, unless objection thereto is made to the Board, in writing, at or prior to the time the vote or votes are cast. In the event more than 1 Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.

6.3 Member's Rights: Each Member shall have the rights, duties, and obligations set forth in this Declaration, the Articles, the Bylaws, the Association Rules, and the Design Guidelines.

6.4 Transfer of Membership: Except as otherwise provided in this Declaration, the rights, duties, and obligations of a Member cannot and shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of such Member's Lot, and then only to the transferee thereof. Such transfer may be effected by deed, intestate succession, testamentary disposition, foreclosure, or other legal process authorized under Arizona law. Any attempt to make a non-approved form of transfer shall be void. Any transfer of ownership in a Lot shall operate to transfer the Membership appurtenant thereto to the new Owner.

ARTICLE 7.

ASSESSMENTS AND CREATION OF LIEN

7.1 Creation of Assessment Lien, Personal Obligation of Lot or Parcel Owner:

Each Owner by acceptance of a deed therefore (whether or not it should be so expressed in any such deed or other instrument) is deemed to covenant and agree to pay to the Association the Assessments and any Special Assessments as hereinafter established.

The amount and time for payment of the Assessments and Special Assessments shall be determined by the Board pursuant to this Declaration and the Articles and Bylaws. The Assessments and the Special Assessments, together with interest thereon and the costs and reasonable attorneys' fees, if any, incurred by the Association in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing servitude and lien upon the Lot or Parcel against which such Assessments and Special Assessments are made and, in addition shall be the personal obligation of the Owner of such Lot or Parcel at the time when such Assessments and Special Assessments become due and payable.

7.2 Annual Assessments: The Association by and through the Board shall levy the Annual Assessments for the purposes set forth below. The Annual Assessments levied by the Association shall be used to promote the welfare of the Owners and Occupants; to enhance the quality of life within the Covered Property; to preserve the value of the Covered Property; to pay the costs of administration of the Association and the maintenance, repair and replacement of the Common Areas and Common Area improvements; and to otherwise further the interests of the Association as the Board deems appropriate. Subject to the provisions of Section 7.4, the Board may, during an Assessment Period, revise the amount of the Annual Assessment in order to meet expenses which exceed the amounts previously budgeted by the Association and collect such increased annual Assessments in accordance with Section 7.9 below.

7.3 Rate of Assessment: Subject to Section 7.4 and 7.5 hereof, the amount of the Annual Assessments and Special Assessments shall be fixed by the Board, in its sole discretion and subject to limitations on raising assessments contained in Arizona law. Each of the Owners shall pay an equal share of the total Annual and Special Assessments.

7.4 Special Assessments: The Association may levy a Special Assessment but only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement owed by the Association, or for defraying other extraordinary expenses, provided, however, that such Special Assessment shall have the prior assent of two-thirds (2/3) of the votes of Members voting in Person at a meeting of the Association duly called for such purposes. Special Assessments shall be assessed uniformly among the Owners.

7.5 Notice and Quorum for Any Action Authorized Under Section 7.5: Written notice of any meeting of the members of the Association called for the purpose of conducting a vote required under Section 7.5 shall be sent to all Owners not less than 30 days nor more than 60 days in advance of such meeting. At such meeting, the presence of Members entitled to cast 60% of all the votes (exclusive of suspended voting rights) shall

constitute a quorum. If the required quorum is not present, another meeting shall be called for such purpose, subject to the foregoing notice requirements, and the required quorum at the subsequent meeting shall be one-half of the quorum required at the initially scheduled meeting. The subsequent meeting shall be held within 60 days following the date of the initially scheduled meeting.

7.6 Maintenance Assessments: In addition to any Annual Assessment or Special Assessment and the Assessments arising under Section 10.2, the Board shall have the authority to levy and collect Maintenance Assessments for costs and expenses arising by or attributable to the special characteristics or needs of a particular Lot or Parcel, or if the Owner of a Lot or Parcel contracts with the Association for the Association to provide particular maintenance services in regard to such Owner's Lot or Parcel. By way of example, and not for purposes of requirement or limitation, if it was elected to coordinate any trash collection service through the Association, such costs and expenses may be recovered through Maintenance Assessments.

7.7 Annual Assessment Period: Except as otherwise provided hereinbelow, the Assessment Period shall be the year commencing on January 1 of each year and terminating on December 31 of that year. The Board may, in its sole discretion, from time to time, change the Assessment Period.

7.8 Billing and Collection Procedures: The Board shall have the right to adopt procedures for the purpose of making, billing, and collecting the Assessments. The failure of the Association to send a bill to an Owner shall not relieve such Owner of the Owner's liability for an Assessment or Special Use Fee. No recorded Assessment lien shall be foreclosed or otherwise enforced until the Owner has been given not less than 30 days written notice thereof prior to the commencement of such foreclosure or enforcement. The notice shall be addressed to the Owner at the address of the Owner on the records of the Association. It shall be the responsibility of the Owner to inform the Association in writing of a change of address. The Association shall be under no duty to refund any payments received by the Association even if the ownership of a Lot or Parcel changes during an Assessment Period. Any successor Owner shall be given credit for any unrefunded prepayments made by a prior Owner.

7.9 Collection Costs and Interest on Delinquent Amounts: Any Delinquent Amount shall have added thereto a late charge of 15% if such Delinquent Amount is not paid within 15 days after its due date. In addition, the Delinquent Amount shall bear interest from its due date until paid at a rate equal to the greater of: (a) 12% per annum; or (b) the then prevailing interest rate on loans insured by FHA or VA. The Owner shall be liable for all costs, including but not limited to attorney's fees and collection agency fees, which may be incurred by the Association in collecting any Delinquent Amount. The Board may also Record a Recorded Assessment Lien against the applicable Lot or Parcel and may establish a fixed fee to be reimbursed to the Association for the Association's cost in Recording such Recorded Assessment Lien, processing the delinquency, and Recording a release of lien. The foregoing fee shall be treated as a collection cost of the Association secured by the Recorded Assessment lien.

7.10 Statement of Payment: Upon receipt of a written request therefore from any Owner or Resident, the Board, within a reasonable time thereafter, shall issue to the requesting party a written statement stating that as of the date of that statement:

7.10.1 all Assessments and Special Assessments(including collection fees, if any in regard thereto) have been paid with respect to such Owner's or Resident's Lot or Parcel; or,

7.10.2 if such have not been paid, the amount(s) then due and payable.

The Association may make a reasonable charge for the issuance of such statement. Any such statement shall be conclusive and binding with respect to any matter set forth herein

ARTICLE 8.

ENFORCEMENT AND THE ASSESSMENT LIEN

8.1 Association Remedies to Enforce Assessments: If any Owner fails to pay any Assessments or Special Assessments when due, the Association may (and each Owner hereby authorizes the Association to) enforce the payment thereof and the Assessment Lien and Recorded Assessment Lien by taking either or both of the following actions, concurrently or separately (and by exercising either remedy the Association does not prejudice or waive its right to exercise the other remedy.)

8.1.1 Bring an action at law against the Owner to recover judgment against the Owner who is personally liable for the Assessments or Special Use Fees; and,

8.1.2 Foreclose the Recorded Assessment Lien against the appropriate Lot or Parcel in accordance with then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency) and, at the Association's option, the Association may bid for and purchase the Lot or Parcel at any foreclosure sale.

8.2 Subordination of Assessment Lien: The Assessment Lien shall be superior to all charges, liens, or encumbrances which hereafter are or may be imposed on any Lot or Parcel except:

8.2.1 the lien for taxes or other governmental assessments which is deemed superior hereto by applicable law; and,

8.2.2 the lien of any first mortgage or deed of trust.

Sale or transfer of any Lot or Parcel shall not affect the Assessment Lien provided, however, the sale or transfer of any Lot or Parcel pursuant to any first mortgage or deed of trust foreclosure shall extinguish the Assessment Lien only as to payments which become due prior to such sale or transfer. No other sale or transfer shall relieve a Lot or Parcel, or the Owner thereof, for liability from any Assessment theretofore becoming due, nor from the Assessment Lien arising in regard thereto. In addition, no Event of Foreclosure shall impair the Assessment Lien or a Recorded Assessment Lien, except that a Person obtaining

an interest in a Lot or Parcel through an Event of Foreclosure shall take title subject only to such Assessments as shall accrue subsequent to the date the Person acquires its interest. The date of a trustee sale shall be the date on which the transfer is deemed to take place, and not the date on which a trustee's deed is recorded.

8.3 Release of Recorded Assessment Lien: Upon the complete curing of any default for which a Recorded Assessment Lien was Recorded by the Association, the Association shall Record an appropriate release of the Recorded Assessment Lien.

ARTICLE 9.

USE OF ASSOCIATION FUNDS

9.1 Use of Association Funds: In addition to the powers enumerated in the Articles and Bylaws, the Association shall apply all Funds for the common good and benefit of the Covered Property, the Owners, and the Occupants. The Funds may be used, among other things, to insure, acquire, construct, alter, maintain, provide, and operate, in any manner whatsoever, any and all land, properties, improvements, services, projects, programs, studies, and systems within the Covered Property and the Common Areas, which may be necessary, desirable, or beneficial to the general common interests of the Owners and the Occupants.

9.2 Borrowing Power: The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as the Board deems necessary or appropriate.

9.3 Association's Rights in Spending Funds from Year to Year: The Association shall not be obligated to spend in any year all Funds received by it in such year, and the Board may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year.

ARTICLE 10.

MAINTENANCE

10.1 Common Areas and Public Rights-of-Way:

10.1.1 Areas of Association Responsibility: The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas, provided however, that the Association shall not be responsible for providing or maintaining the landscaping or structures on any Common Areas located on or within Lots or Parcels unless:

(a) such landscaping or structures are intended for the general benefit of the Owners and Occupants; and,

(b) the Association assumes in writing the responsibility for such maintenance and such instrument is Recorded.

The Association shall also maintain any landscaping and other improvements not located on Lots or Parcels but located within the Covered Property if such areas are intended for the benefit of Owners and Occupants, unless such areas are to be maintained by a governmental entity or public utility and in fact are being maintained by such entity or utility or are the responsibility of a Lot or Parcel Owner pursuant to Section 4.1.11 above. Common Areas to be maintained by the Association may be identified on Recorded subdivision plats, or in deeds, but the failure to so identify such areas shall not affect the Association's rights or responsibilities with respect thereto.

10.1.2 Delegation of Responsibilities: In the event any Recorded subdivision plat, Recorded map of dedication, Recorded deed restriction or this Declaration permits the Association to determine whether Owners of certain Lots or Parcels shall be responsible for maintenance of certain Common Areas or public rights-of-way, the Board shall have the sole discretion to determine whether the Association or an individual Owner should be responsible for such maintenance considering cost, uniformity of appearance, location, and other relevant factors. The Board may also cause the Association to contract with others for the performance of such maintenance and other obligations of the Association and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots and Parcels having such responsibilities in exchange for the payment of such fees as the Association and the Owner may agree.

10.1.3 Standard of Care: The Association shall use a reasonably high standard of care in providing for the repair, management, and maintenance of the Common Areas so that Honey Bee Canyon Estates at Rancho Vistoso will reflect a high degree of pride of ownership. The Board shall be the sole judge as to the appropriate level of maintenance of all Common Areas.

10.2 Assessment of Certain Maintenance Costs: In the event the need for maintenance or repair of areas maintained by the Association is caused through the willful or negligent act or omission of any Owner (or of any other Person for whom such Owner is legally responsible under applicable State law), the cost of such maintenance or repair shall be added to and become a part of the Assessments to which such Owner and such Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien, and by a Recorded Assessment Lien if deemed appropriate by the Board. Any charges to be paid by an Owner in connection with a maintenance contract entered into by the Association pursuant to Section 10.1 shall also become a part of such Assessments and be secured by the Assessment Lien, and by a Recorded Assessment Lien if deemed appropriate by the Board.

10.3 Improper Maintenance and Use of Lots and Parcels: In the event any portion of any Lot or Parcel is maintained so as to present a nuisance, or substantially detracts from or affects the appearance or quality of any neighboring Lot, Parcel or other area, or is used in a manner which violates this Declaration or the Master Declaration, or in the event the Owner of any Lot or Parcel fails to perform such Owner's obligations under this Declaration, the Master Declaration, the Association Rules, or the Design Guidelines,

the Association, by Board Resolution, may make a finding to such effect, specifying the particular condition(s) that exist, and thereafter give notice to the Owner of such Lot or Parcel that unless specified corrective action is taken within a specified time period the Association, at such Owner's cost, may take whatever action is appropriate to compel compliance including, without limitation, appropriate legal action. If at the expiration of the specified time period the requisite corrective action has not been taken by the Owner, the Association is hereby authorized and empowered, at its sole discretion, to cause corrective action to be taken or to commence appropriate legal action and the cost thereof, including any corrective action, court costs, and attorney's fees, shall be added to and become a part of the Assessments to which the offending Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien, and by a Recorded Assessment Lien if deemed appropriate by the Board.

ARTICLE 11.

RIGHTS, POWERS AND DUTIES OF ASSOCIATION

11.1 Rights, Powers, and Duties of the Association: In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in the Articles and Bylaws, together with such rights and powers and duties as may be reasonably necessary in order to effect all of the objectives and purposes of the Association as set forth herein. A copy of the Articles and Bylaws, this Declaration, and the Design Guidelines shall be available for inspection at the office of the Association during reasonable business hours.

11.2 Rules and Regulations: In addition to the right to adopt, amend, and repeal rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association, acting through the Board, shall have the right to adopt, amend, and repeal rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration, the Articles and the Bylaws. Upon adoption, the Association Rules shall be enforceable in the same manner as this Declaration and shall have the same force and effect as if they were set forth in and were a part of this Declaration.

11.3 Association's Rights of Enforcement: The Association, as the agent and representative of the Owners, shall have the right, but not the obligation, to enforce the provisions of this Declaration. Further any Owner shall have the right and authority, but not the obligation, to enforce the provisions of this Declaration. The failure of the Association to enforce against a violation shall not be deemed a waiver of the Association's right to enforce against a similar or subsequent violation. The Association may record a Notice of Violation against any Lot.

11.4 Contracts with Others: Subject to the restrictions and limitations contained herein, the Articles, the Bylaws, the Master Declaration, and the laws of the State of Arizona, the Association may enter into contracts with others. Notwithstanding the foregoing, any management contract entered into by the Association must be terminable,

without penalty, by the Association for cause at any time and without cause upon reasonable notice.

11.5 Procedure for Change of Use of Common Areas: Upon adoption of a resolution by the Board stating that the then current use of a specified part of the Common Areas is no longer in the best interests of the Owners and Occupants, and the approval of such resolution by not less than two-thirds (2/3) of the votes of the Members voting at a meeting duly called for such purpose, the Board shall have the power and right to change the use thereof (and in connection therewith to take whatever actions are required to accommodate the new use), provided such new use: (a) also shall be for the common benefit of the Owners and Occupants; and (b) shall be consistent with the Master Declaration and any Recorded deed, Recorded restrictions, and zoning regulations.

11.6 Procedure for Transfers of Common Areas: The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public authority or utility provided that:

11.6.1 such a transfer or dedication does not have a substantial adverse effect on the enjoyment of the Common Areas by the Owners and Occupants or on the easements and licenses with respect to the Common Areas granted by this Declaration to the Owners and Occupants;

11.6.2 it is required by a Recorded subdivision plat, a zoning stipulation, or an agreement with Town of Oro Valley; and

Except as authorized above, the Association shall not make any such dedication or transfer or change the size, shape, or location of the Common Areas, exchange the Common Areas for other property or interests which become Common Areas, or abandon or otherwise transfer Common Areas (to a non-public authority) except upon: (a) the adoption of a resolution by the Board stating that ownership and/or use of the relevant Common Area is no longer in the best interests of the Owners and Occupants, and that the change desired shall be for their benefit and shall not substantially adversely affect them; (b) the approval of such resolution by not less than two-thirds (2/3) of the votes of the Members voting at a meeting called for such purpose

ARTICLE 12.

TERM, AMENDMENTS AND TERMINATION

12.1 Term and Methods of Termination: This Declaration shall be effective upon its Recordation and, as amended from time to time, shall continue in full force and effect for a term of 20 years from the date of its Recordation. Thereafter, this Declaration (as amended from time to time) shall be automatically extended for successive periods of 10 years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting 90% of the total votes then entitled to be cast at an election held for such purpose within 6 months prior to the expiration of the initial term hereof or any 10-year extension. In addition, this Declaration may be terminated at any time if 90% of the votes

then entitled to be cast shall be cast in favor of termination at any election held for such purpose. If the necessary votes and consents are obtained, the Board shall Record a Certificate of Termination, duly executed by the president or vice-president of the Association. Upon the Recording of the Certificate of Termination this Declaration shall have no further force and effect and the Association thereupon shall be dissolved in accordance with the terms of its Articles and Bylaws and the laws of the State of Arizona.

12.2 Amendments: This Declaration may be amended (either during the initial 20- year term or during any extension thereof pursuant to Section 12.1 above) by Recording a Certificate of Amendment, duly executed by the president or vice-president of the Association, which Certificate of Amendment shall set forth in full the text of the amendment adopted, and, except as provided in Section 12.3, shall certify that at an election duly called the Owners casting sixty-seven percent (67%) of the votes then entitled to be cast at the election voted affirmatively for the adoption of the amendment.

ARTICLE 13

ANNEXATION OF ADDITIONAL PROPERTY

13.1 Annexation of Additional Property: The Board may, in its discretion and with the approval of the Master Association, at any time, annex to the Covered Property any adjacent property which is developed or planned by recorded plat map to be developed with lots and homes of similar size and quality as homes in the Association. To effect such annexation, a Supplementary Declaration of Covenants, Conditions, Restrictions and Easements, as described in Section 13.2, covering the Additional Property shall be executed and Recorded by the Association. The Recordation of such Supplementary Declaration shall constitute and effectuate the annexation of the Additional Property described therein, making such Additional Property and the Owners and Occupants thereof subject to this Declaration and the jurisdiction of the Association. Any annexation to the Covered Property shall require an amendment to this Declaration pursuant to Section 12.2 above, provided that such amendment must be approved by Owners holding two-thirds (2/3) of all votes

13.2 Supplementary Declarations: The annexations authorized under Section 13.1 shall be made by Recording a Supplementary Declaration of Covenants, Conditions, Restrictions and Easements. A Supplementary Declaration may contain such complementary additions to and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Additional Property referred to in Section 13.1. In no event, however, shall any such Supplementary Declaration revoke or conflict with this Declaration or the Master Declaration.

ARTICLE 14.

EMINENT DOMAIN AND INSURANCE INVOLVING THE COMMON AREA

14.1 Eminent Domain: The term "Taking" as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened Taking of all or any portion of the Common Area, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Owners in connection with the Taking. The Board shall act, in its sole discretion, with respect to any awards made or to be made in connection with the Taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the Taking shall be paid to the Association. In the event of a total Taking, the Board may, in its sole discretion, retain any award in the general funds of the Association or distribute pro-rata all or a portion thereof to the Owners, (taking into account a reduction in the distribution to those Owners paying reduced amounts for the Assessments pursuant thereto), and all holders of liens and encumbrances, as their interest may appear of Record.

14.2 Authority to Purchase Insurance: The Association shall purchase and maintain such property damage and liability insurance upon the Common Areas and such other insurance as the Board, in its absolute discretion, may determine. The Association shall be the named insured in all policies providing such insurance. Neither the Association nor the Board, nor any member of the Board or Officer or agent of the Association, shall be liable to any Person for failure of the Association to secure and maintain any such insurance coverage where such insurance coverage is not available in the State of Arizona at a reasonable cost and on other reasonable terms and conditions. Notwithstanding the foregoing, the Association shall obtain and maintain at all times, at the Association's expense, directors' and officers' liability insurance covering all officers and directors of the Association, as well as all members of the Design Review Committee, in amounts and on terms adequate to permit the Association to meet its obligations to indemnify such persons pursuant to the Articles and Bylaws.

14.3 Individual Responsibility: It shall be the responsibility of each Owner or Occupant to provide insurance for himself on his real or personal property interests on or within the Covered Property, including, but not limited to, his additions and improvements thereto, furnishings, and personal property therein, his personal liability to the extent not covered by the property and public liability insurance, if any, obtained by the Association. Each Owner and Occupant shall also provide such other insurance which is not carried by the Association as such Person desires. No Person shall maintain any insurance which would limit or reduce in any manner the insurance proceeds payable under the insurance maintained by the Association in the event of damage to the improvements or fixtures on the Common Areas. Neither the Association nor any Board member shall be liable to any Person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Association or if the amount of such insurance is not adequate.

14.4 Insurance Claims: The Association is hereby irrevocably appointed and authorized by the Owners to adjust all claims arising under insurance policies purchased

by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Association.

ARTICLE 15.

MISCELLANEOUS

15.1 **Enforcement Rights:** Each Owner shall have the right and authority, but not the obligation, to enforce the provisions of this Declaration.

15.2 **Interpretation of the Covenants:** Except for judicial construction and as hereinafter provided, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefitted or bound by this Declaration.

15.3 **Severability:** Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

15.4 **Rules Against Perpetuities:** If any of the interests, privileges, covenants or rights created by this Declaration shall be unlawful, void, or voidable for violation of the Rule Against Perpetuities or any related rule, then such provision shall continue until 21 years after the death of the survivor of the now living descendants of the President of the United States living on the date this Declaration is Recorded.

15.5 **Change of Circumstances:** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

15.6 **Gender and Number:** Whenever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders. Words in the singular shall include the plural; and words in the plural shall include the singular.

15.7 **Captions:** All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

15.8 **Notices:** If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration, or any resolution of the Board to be given to any Owner or Resident, then, unless otherwise

specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published on the Association's website, emailed or published once in any newspaper in general circulation within the County. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

EXHIBIT A

Lots 1 through 44, inclusive, and Common Area A and common Area B, of Honey Bee Canyon Estates according to the plat recorded in Book 46 of Maps and Plats, starting at page 44 thereof, Official Records of Pima County, Arizona.

IN WITNESS WHEREOF, the undersigned certify that at an election duly called, the Owners casting 75% of the votes then entitled to be cast voted affirmatively for the adoption of this Declaration.

Honey Bee Canyon Estates at Rancho Vistoso
Association, an Arizona Corporation

By: Byron E. Glenn
Byron E. Glenn,
President

-or-

By: H. Roy Donehower
H. Roy Donehower,
Vice-President

STATE OF ARIZONA
County of Pima

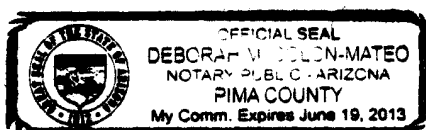
On this 15TH day of MAY 2013, before me, the undersigned officer, personally appeared Byron E. Glenn, who acknowledged himself to be the President of Honey Bee Canyon Estates at Rancho Vistoso, an Arizona corporation, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS THEREOF, I have hereunto set my hand and official seal.

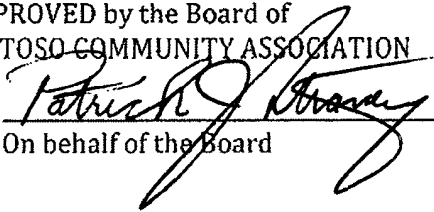
Deborah M. Colon-Mateo
Notary Public

My Commission Expires:

19 JUNE 2013



APPROVED by the Board of
VISTOSO COMMUNITY ASSOCIATION

By: 
On behalf of the Board