

STATE OF ARIZONA)
COUNTY OF PIMA)
Witness my hand and Official Seal)
INDEXED PAGED BLOTTED
PIMA COUNTY RECORDERS
By: *Karen* Deputy

022189
Book 6227 Page 1-2
Date: MAR 3 1980 - 8:00 AM
Request of: TRANSAMERICA TITLE INSURANCE COMPANY
Fee: 3.00

STATE OF ARIZONA)
COUNTY OF PIMA)
Witness my hand and Official Seal)
INDEXED PAGED BLOTTED
PIMA COUNTY RECORDERS
By: *Christina M. Dem* Deputy

~~020837~~
No. 468-469
Book 6224
Date: FEB 27 1980 - 8:00 AM
Request of: TRANSAMERICA TITLE INSURANCE COMPANY
Fee: 3.00

When recorded return to:
T A Trust

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
QUAIL CANYON HOMEOWNERS MASTER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being 90% of the lot owners of all that certain tract of land in the County of Pima, State of Arizona, Known as Quail Canyon and described as follows, to-wit:

Lots 1-361 inclusive, as shown on the tentative plat of Quail Canyon as filed with Pima County under Case No. C012-79-7.

DO HEREBY CERTIFY AND DECLARE that this instrument is an amendment to that certain Declaration of covenants, conditions and restrictions dated the 25th day of October and recorded in the office of the County Recorder of Pima County, Arizona in Book 6150 at Pages 986 thru 995 thereof.

That the Amendment consists of the following change in described property and shall be known and consist of the following:

Lots 1-364 inclusive, as shown on the tentative plat of Quail Canyon as filed with Pima County under Case No. C012-79-7.

This instrument is being re-recorded for the sole purpose of correcting the notary acknowledgment.

That the undersigned by the execution of this agreement reaffirm and re-establish the covenants, conditions, and restriction on Quail Canyon subdivision except as modified herein.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 26th day of February, 1980.

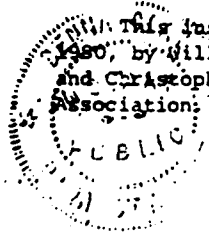
TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust 8133 and 8147 only and not otherwise

Gary D. Shopp, Assistant Secretary

Christopher Sheafe
James N. Sheid
Jon A. Grove
Kim A. Richards
William A. Estes

STATE OF ARIZONA) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 26th day of February, 1980, by William A. Estes, Jr., James N. Sheid, Jon A. Grove, Kim A. Richards and Christopher Sheafe, as the Board of Directors of the Quail Canyon Master Association.

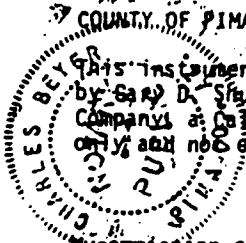


Diana Clay
Notary Public

My Commission Expires:
11-1-82

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me this 26th day of February, 1980, by Gary D. Shopp as Assistant Secretary of Transamerica Title Insurance Company, a California corporation, as Trustee under Trust 8133 and 8147 only, and not otherwise.



Charles Beyers
Notary Public

My commission expires: 8.17.82

BOOK 8274 PAGE 179

BOOK 0227 PAGE 2

Department of Real Estate

RICHARD B. NICHOLLS, Commissioner

FINAL SUBDIVISION PUBLIC REPORT

on
QUAIL CANYON
LOTS 1 THRU 57, COMMON AREA "A"
BEING A SUBDIVISION OF LOTS 4 & 5 AND A PORTION OF THE
W $\frac{1}{2}$ OF THE W $\frac{1}{2}$ OF SECTION 17, T13S, R15E, G. & S. R. B. & M.
PIMA COUNTY, ARIZONA
REFERENCE NO. 13,371

**THIS REPORT IS NOT A RECOMMENDATION OR ENDORSEMENT OF THE
SUBDIVISION BUT IS INFORMATIVE ONLY**
BUYER OR LESSEE MUST SIGN THAT HE HAS RECEIVED AND READ THIS REPORT.

**THIS REPORT IS NOT AN APPROVAL OR DISAPPROVAL OF THIS SUBDIVISION
SHOULD BE READ**
It reflects information presented by the subdivider of the above subject tract and other information obtained by the Department of Real Estate in its investigation and examination of said tract. This report is issued in accordance with the provisions of Title 32, Chapter 20, Article 4 of the Arizona Revised Statutes, as Amended.

THIS IS NOT A GOVERNMENT
Subdivision reports are issued by the Commissioner of the Department of Real Estate on subdivisions for the purpose of preventing fraud, misrepresentation or deceit. The Commissioner of the Department of Real Estate does not regulate or govern the size of parcels, drainage, sanitation, water and the physical aspects of subdivisions. All such matters are regulated and passed on by the local public bodies and officials.

SPECIAL NOTE:

- BEFORE SIGNING**
1. MAP OF THIS SUBDIVISION IS RECORDED IN BOOK 35 OF MAPS AND PLATS AT PAGE 61.
 2. "HOLD HARMLESS" CLAUSE IS SET FORTH IN THE DEDICATION ON THE RECORDED MAP OF THIS SUBDIVISION.
 3. DEDICATION ON THE RECORDED MAP OF THIS SUBDIVISION CONTAINS THE FOLLOWING CONDITION: ALL DRAINAGE WILL BE LEFT IN ITS NATURAL STATE AND WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE WRITTEN APPROVAL OF THE PIMA COUNTY FLOODPLAIN BOARD.
 4. GENERAL NOTES ON THE RECORDED MAP OF THIS SUBDIVISION STIPULATE IN PART AS FOLLOWS:
 - (a) ALL PUBLIC ROADS ON OR ADJACENT TO THIS SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS TO MINIMUM PIMA COUNTY STANDARDS FOR PAVED ROADS AND THAT CONSTRUCTION PLANS SHALL BE SUBMITTED TO THE PIMA COUNTY HIGHWAY DEPARTMENT FOR REVIEW AND APPROVAL OR ASSURANCES ACCEPTABLE TO THE PIMA COUNTY HIGHWAY DEPARTMENT SHALL BE RECEIVED PRIOR TO THE ISSUANCE OF ANY PERMITS FROM THE ZONING INSPECTOR.
 - (b) THE AREA WITHIN THE 100-YEAR FLOOD PRONE LINES REPRESENTS AN AREA WHICH IS SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD, AND ALL LAND IN THIS FLOOD PRONE AREA SHALL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS STATED IN PIMA COUNTY ORDINANCE NUMBER 1974-86. ALL LOTS CONTAINING LAND WITHIN THE DELINEATED "FLOOD PRONE AREA" SHALL HAVE DEED RESTRICTIONS PLACED UPON THEM WHICH INDICATE COMPLIANCE WITH SAID ORDINANCE.
 - (c) A FLOOD PLAIN USE PERMIT WILL BE OBTAINED FOR LOTS 8-11, 21-26, 30-44, 46 AND 54-57.

COUNTY OF PIMA

Instrument was filed for record in Pima County, State of Arizona

Book 0224 Page 468

Date: FEB 27 1980 - 8:00 AM

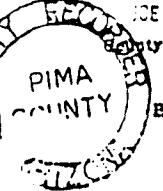
Request of:

Subscribes my hand and Official Seal

JOE BIDAHO

County Recorder

| Indexed | Paged | Blotted |
|---------|-------|---------|
| | | |



Christina M. Tem 3.00
Deputy Fee:

TRANSAMERICA TITLE INSURANCE COMP

Instrument return to: T.A. Trust

3/1/81
3/1/81
3/1/81
3/1/81

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
QUAIL CANYON HOMEOWNERS MASTER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being 90% of the lot owners of all that certain tract of land in the County of Pima, State of Arizona, Known as Quail Canyon and described as follows, to-wit:

Lots 1-361 inclusive, as shown on the tentative plat of Quail Canyon as filed with Pima County under Case No. C012-79-7.

DO HEREBY CERTIFY AND DECLARE that this instrument is an amendment to that certain Declaration of covenants, conditions and restrictions dated the 25th day of October and recorded in the office of the County Recorder of Pima County, Arizona in Book 6150 at Pages 986 thru 995 thereof.

That the Amendment consists of the following change in described property and shall be known and consist of the following:

Lots 1-364 inclusive, as shown on the tentative plat of Quail Canyon as filed with Pima County under Case No. C012-79-7.

BOOK 0224 PAGE 468

That the undersigned by the execution of this agreement reaffirm and re-establish the covenants, conditions, and restriction on Quail Canyon subdivision except as modified herein.

IN WITNESS WHEREOF we have hereunto set our hands and seal this
26th day of February, 1980.

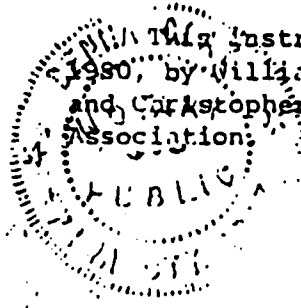
TRANSAMERICA TITLE INSURANCE COMPANY,
a California corporation, as Trustee
under Trust 8133 and 8147 only and not
otherwise

Gary D. Shupp
Gary D. Shupp, Assistant Secretary

William A. Estes, Jr.
James N. Shedd
Jon A. Grove
Kim A. Richards
Christopher Sheafe

STATE OF ARIZONA) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 26th day of February, 1980, by William A. Estes, Jr., James N. Shedd, Jon A. Grove, Kim A. Richards and Christopher Sheafe, as the Board of Directors of the Quail Canyon Master Association.



Denna Oley
Notary Public

My Commission Expires:

11-1-82

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me this 26th day of February, 1980, by Gary D. Shupp as Assistant Secretary of Transamerica Title Insurance Company, a California corporation, as Trustee under Trust 8133 and 8147 only and not otherwise.

Charles Seyer
Notary Public

My commission expires: 8.17.82

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
QUAIL CANYON HOMEOWNERS MASTER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being 90% of the lot owners of all that certain tract of land in the County of Pima, State of Arizona, known as Quail Canyon Homeowners Master Association and described as follows, to wit:

Lot 1 thru 364, Quail Canyon, a Subdivision in Pima County, Arizona, according to the Map of Plats thereof of record in the office of the County Recorder of Pima County, Arizona.

DO HEREBY CERTIFY AND DECLARE that this instrument is an amendment to that certain Declaration of covenants, conditions and restrictions dated October 25, 1979, and recorded in the office of the County Recorder of Pima County, Arizona in Book 6150 at Pages 986 thru 995 thereof.

That the Amendment consists of the following changes as follows:

ARTICLE I

DEFINITIONS

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Those parcels of real property designate Common Area "X" as shown on the recorded Plat of Quail Canyon Phase I, Lots 1-57 according to the Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 31 of Maps and Plats at Page 61, and those parcels of real property designated Common Area as shown on the plat as Quail Canyon Phase II, Lots 58-99 in Book 31 of Maps and Plats at Page 62, and those parcels of real property designated Common Area as shown on the recorded plat of Quail Canyon, recorded in Book 32 of Maps, page 4 and page 5.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges levied against the Common Areas, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the

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person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIFTY Dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

ARTICLE VI

Section 5. FNA/VA Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

USE RESTRICTIONS

Section 7. Animals and Pets. No animals, birds or fowl shall be kept or maintained on any part of the property, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Birds shall be confined in cages. The Declarant or the Association, their successors or assigns, shall have the right to request the removal from any Lot of any bird, fowl or animal which may be objectionable to any of the residents of the adjacent property. The owner of said bird, fowl or animal shall have five (5) days to remove the same from the premises upon receipt of written notice.

That the undersigned by the execution of this Amendment reaffirm and re-establish the covenants, conditions and restrictions on the Quail Canyon Homeowners Master Association except as modified herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of July, 1980.

TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust No. 8133 and No. 8147 solely as bare legal title holder, and not personally.

By: Grey D. Shiff
Assistant Secretary

ESTES HOMES, an Arizona partnership by:
THE ESTES CO., an Arizona corporation, beneficiary under Trust No. 8133 and No. 8147, duly authorized by:

By: William A. Estes, Jr.
President

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

This instrument was acknowledged before me this 10th day of September 1980, by William A. Estes, Jr., President of The Estes Co., an Arizona corporation, general partner of Estes Homes, an Arizona partnership.

Robert Bennett
Notary Public

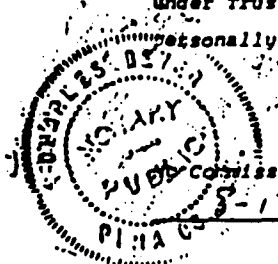


My Commission Expires:
July 17, 1982

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

This instrument was acknowledged before me this 1 day of September October 1980, by Grey D. Shiff as Assistant Secretary of TransAmerica Title Insurance Company, a California corporation, as Trustee under Trust No. 8133 and No. 8147, solely as bare legal title holder and not personally.

Charles Reyes
Notary Public



My Commission Expires:
8-17-82

195087

\$ 3.00

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State of Arizona }
County of Pima }
I hereby certify that the instrument was filed for record in all of
of TRANSAMERICA TITLE INSURANCE COMPANY
Date OCT 02 1980 AM
Book 16377 Page 13-15
Witness my hand and Official Seal
day and year above written
JOE SEGARD County Recorder
By: Joe Segard
Deputy

((

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by The Estes Co. hereinafter called "Declarant", as present owner of the second beneficial interest in Transamerica Title Insurance Company, Trust Numbers 8133 and 8147, being properly authorized so to act by terms of the Trust, and Transamerica Title Insurance Company, a California Corporation, as Trustee, thereunder, hereinafter called "Trustee", solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiary - "Declarant", executes this Declaration of Reservations, Covenants, Conditions and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth; and

The undersigned, being the owner of the following described property:

Lots 1-361 inclusive, as shown on the tentative plat of Quail Canyon as filed with Pima County under Case No. Col2-79-7.

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to THE QUAIL CANYON HOMEOWNERS MASTER ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

These parcels of real property designated Common Area as shown on the recorded Plat of Quail Canyon Phase I, Lots 1-37 according to the Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 31 of Maps and Plats at Page 61, and these parcels of real property designated Common Area as shown on the plat of Quail Canyon Phase II, Lots 58-99 in Book 31 of Maps and Plats at Page 62, and these parcels of real property designated Common Area as shown on the recorded plat of Quail Canyon

The COMMON AREA shall also include other property to be designated in subsequent phases of development pursuant to the above described subdivision and which are subsequently conveyed to the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Transamerica Title Insurance Company as Trustee under Trust No. 8133 and No. 8147 and The Estes Co. as beneficiary under the above named Trusts, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- or
- (b) on January 1, 1981.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, said annual assessments and/or charges shall include a pro rata share of any and all taxes or special assessments levied against the Common Areas, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying; in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No

such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, solar equipment, storage building, additional parking area or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change

or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be

amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded and prior to amending must be approved by Pine County for conformance to present or future Zoning Ordinances and Subdivision Regulations.

Section 2. Staged Development. Additional land within the area previously described may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the FMA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 3. FMA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Phasing of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII USE RESTRICTIONS

Section 1. Residential Use. Such Lots, and each and every one thereof, are for single family residential purposes only. No building or structure intended for or adapted to business purposes shall be erected, placed, permitted or maintained on such premises, or on any part thereof. No improvement or structure whatsoever, other than a first class private dwelling house, patio walls, swimming pool, and garage, carport, servants' quarters, or guest house may be erected, placed, or maintained on any Lot in such premises.

Section 2. Occupancy. No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required, except the Declarant's Sales Office and private guard quarters, nor shall any completed structure be in any manner occupied until made to comply with the approved plans and all the Covenants, Conditions, and Restrictions herein set forth.

Section 3. Utility Lines and Radio and Television Antennas. All electrical service and telephone lines from the utility company pole shall be placed underground and no outside electrical lines shall be placed overhead except during construction when temporary overhead power lines may be utilized. No

exposed or exterior radio, television, or serial transmission and/or receiving antennas shall be erected, placed or maintained on any of the premises, except the construction or installation of an antenna upon the roof of the dwelling house, customary out buildings, garage, carport, servants' quarters or guest houses which does not extend beyond five (5) feet from the highest point on the roof.

Section 4. Concealed Activities. All clothes lines, garbage cans, pool equipment, soft water tanks, wood piles or storage piles shall be enclosed or walled in to conceal them from the view of the neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Association or the appropriate committee of the Association prior to construction.

Section 5. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name sign, address sign, and mailbox is expressly permitted if the design meets the approval of the Association or its appropriate committee. The Declarant, its heirs and assigns expressly reserve the right to violate this provision in order to promote the sale and the development of the area.

Section 6. Nuisances. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

Section 7. Animals and Pets. No animals, birds or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Birds shall be confined in cages. The Declarant or the Association, their successors or assigns, shall have the right to order the removal from any lot of any bird, fowl, or animal which may be objectionable to any of the residents of the adjacent property. The owner of said bird, fowl, or animal shall immediately remove the same from the premises upon receipt of written notice.

Section 8. Vehicles and Equipment. No trailers, utility trailers or habitable mo-

vehicles of any nature, no commercial vehicles, construction vehicles, or like equipment of any nature shall be kept on or stored on any part of the property except within an area which is completely enclosed and approved in writing by the Association or its appropriate committee.

Section 9. Native Growth. The native growth on the real property covered herein, including cactil and palo verde trees, shall not be destroyed or removed by any of the Lot Owners, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, utilities, customary out buildings, and walled-in service yards and patios. Prior written approval is necessary for the destruction or removal of any native growth by any of the Lot Owners. In the event such growth is removed, except as stated above, the Association may require the replanting or replacement of same, the costs thereof to be borne by the Lot Owner. All transplanting of cactus shall be in accordance with any and all City, County, State or Federal Law.

Section 10. Remedies for Violations-Invalidations. For a violation or a breach of any of the Use Restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceeding, the Declarant, the Association, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the Use Restrictions shall not be construed as a waiver of the violation or the enforcement of future violations. The invalidation of any one or more of the Use Restrictions by any Court of competent jurisdiction in no way shall affect any of the Use Restrictions, and all remaining Use Restrictions shall be in full force and effect.

ARTICLE VIII

Section 1. Any and all additional restrictions including those which are peculiar to a particular development which, by nature, may be more restrictive than those included therein, shall be expressly permitted. The Covenants, Conditions and Restrictions included herein shall be known as the "Master Restrictions" and any inconsistency or ambiguity that may arise with the enactment of any future Covenants, Conditions and Restrictions shall be reconciled by the "Master Restrictions" prevailing provided, however that if a conflict arises between these restrictions and subsequent restrictions designed for additional phases of development that the more restrictive of the conflicting restrictions shall apply to the Lot or property in question.

MIKE BOYD, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

08/02/89
08:00:00

TFN11
FIDELITY NATIONAL TITLE

4903 E BROADWAY
TUCSON AZ 85711
602-790-0033

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NO. OF PAGES: 002
SEQUENCE: 89095988
DOCKET: 08592 PAGE: 0342

RECORDING TYPE: AMENDED RESTRICTION
GRANTOR: QUAIL CANYON HOMEOWNERS MASTER ASSN
GRANTEE: RESTRICTION

TOTAL 8.00

RBJ
DEPUTY RECORDER

AMOUNT PAID \$ 8.00
2234 REC2 AMOUNT DUE \$.00

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT

DO NOT DETACH CERTIFICATE FROM DOCUMENT

8592 342

COUNTY OF PIMA

ss.

Instrument was filed for record in Pima County, State of Arizona

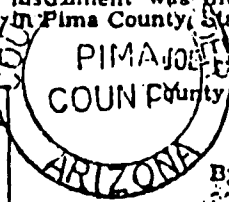
Book 6227 Page 1-2

Date: MAR 3 1980 - 8:00 AM

Request of: TRANSAMERICA TITLE INSURANCE COMPANY

Fee: 3.00

Witness my hand and Official Seal



JOE BEDARD
County Recorder

By: Karen
Deputy

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| Indexed | Paged | Blotted |
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FORM 4-18

No. 020337

Book 6224 Page 468-469

Date: FEB 27 1980 - 8:00 AM

Request of: TRANSAMERICA TITLE INSURANCE COMPANY

Fee: 3.00

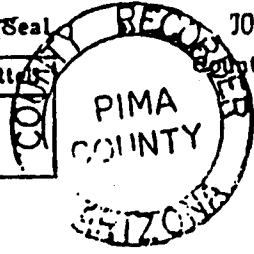
STATE OF ARIZONA

ss.

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

COUNTY OF PIMA

Witness my hand and Official Seal



JOE BEDARD
County Recorder

By: Christina M. Lem
Deputy

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When recorded return to:
T A Trust

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

QUAIL CANYON HOMEOWNERS MASTER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being 90% of the lot owners of all that certain tract of land in the County of Pima, State of Arizona, Known as Quail Canyon and described as follows, to-wit:

Lots 1-361 inclusive, as shown on the tentative plat of Quail Canyon as filed with Pima County under Case No. C012-79-7.

DO HEREBY CERTIFY AND DECLARE that this instrument is an amendment to that certain Declaration of covenants, conditions and restrictions dated the 25th day of October and recorded in the office of the County Recorder of Pima County, Arizona in Book 6150 at Pages 986 thru 995 thereof.

When recorded return to: T A Trust

That the undersigned by the execution of this agreement reaffirm and re-establish the covenants, conditions, and restriction on Quail Canyon subdivision except as modified herein.

IN WITNESS WHEREOF we have hereunto set our hands and seal this

26th day of February, 1980.

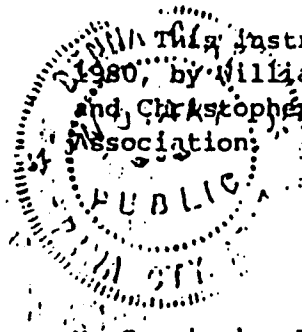
TRANSAMERICA TITLE INSURANCE COMPANY,
a California corporation, as Trustee
under Trust 8133 and 8147 only and not
otherwise

Gary D. Shupp
Gary D. Shupp, Assistant Secretary

Christopher Sheafe
Kim A. Richards
Jon A. Grove
James N. Shedd
William A. Estes

STATE OF ARIZONA) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 26th day of February, 1980, by William A. Estes, Jr., James N. Shedd, Jon A. Grove, Kim A. Richards and Christopher Sheafe, as the Board of Directors of the Quail Canyon Master Association.



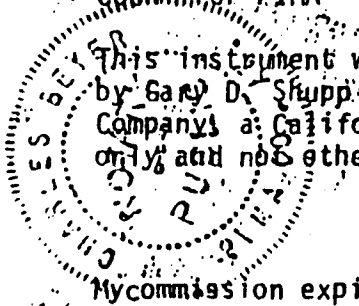
Denna Day
Notary Public

My Commission Expires:

11-1-82

STATE OF ARIZONA)
COUNTY OF PIMA) ss

This instrument was acknowledged before me this 26th day of February, 1980, by Gary D. Shupp as Assistant Secretary of Transamerica Title Insurance Company, a California corporation, as Trustee under Trust 8133 and 8147 only and not otherwise.



Charles Seyer
Notary Public

My commission expires: 8.17.82

~~BOOK 197-24 and 197~~

Section 2. Each party who acquires any interest in all or part of the property described herein further agrees upon such acquisition that it does not have and shall not exert any right against trustee shown herein for any breach or failure to enforce all or part of the covenants, conditions and restrictions set forth herein, but shall look to other property owners and/or the developer, his successors or assigns for any performance or relief deemed equitable, or for enforcement of the covenants, conditions or restrictions contained herein, and shall not exert any claims or damages against trustee arising as a result or failure to enforce any of the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of October, 1979.

TRANSAMERICA TITLE COMPANY, a California corporation, as Trustee under Trust No. 8133 and No. 8147 solely as bare legal title holder, and not personally.

By: [Signature]
Assistant Secretary

ESTES HOMES, an Arizona partnership
By:
THE ESTES CO., an Arizona corporation,
Beneficiary under Trust No. 8133 and No. 8147, duly authorized by:

[Signature]
William A. Estes, Jr.,
President

STATE OF ARIZONA } ss
COUNTY OF PIMA }

This instrument was acknowledged before me this 25th day of October, 1979, by William A. Estes, Jr., President of The Estes Co., an Arizona corporation, general partner of Estes Homes, an Arizona partnership.

My commission expires: 8-17-82

[Signature]
Notary Public

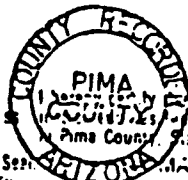
STATE OF ARIZONA } ss
COUNTY OF PIMA }

This instrument was acknowledged before me this 25th day of October, 1979, by Terence Mitchell, as Assistant Secretary of Transamerica Title Insurance Company, a California corporation, as Trustee under Trust No. 8133 and 8147, solely as bare legal title holder and not personally.

My commission expires: 8-17-82

[Signature]
Notary Public

STATE OF ARIZONA }
COUNTY OF PIMA }



Witness my hand and Official Seal

| Indexed | Paged | Filed |
|---------|-------|-------|
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the within No. _____
is for record Book _____
Pima County, State of Arizona
MAY SMYTH
Court Recorded By _____
Accept _____
Fee: 5.50

133696

No. 6150 Page 986-415
Date: NOV 7 1979 - 315 PM

Request of: [Signature]
[Signature]

BOOK 6150 PAGE 995