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BROWN|OLCOTT
373 S. MAIN AVE
TUCSON, AZ 85713

CONSOLIDATED RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HUNTER SUBDIVISION No. 3
LOTS 41 – 72

Contents

Section 1.01. "Additional Property"	8
Section 1.02. "Annual Assessments".....	8
Section 1.03. "Architectural Review Committee	8
Section 1.04. "Articles".....	8
Section 1.05. "Association"	8
Section 1.06. "Association's Governing Documents".....	8
Section 1.07. "Board"	8
Section 1.08. "Bylaws"	8
Section 1.09. "Common Areas"	8
Section 1.10. "Declaration"	8
Section 1.11. "Declarant"	8
Section 1.12. "Design Guidelines"	8
Section 1.13. "Dwelling Unit"	8
Section 1.14. "Lot"	8
Section 1.15. "Manufactured Home"	8
Section 1.16. "Member".....	9
Section 1.17. "Mortgage"	9
Section 1.18. "Owner".....	9
Section 1.19. "Person"	9
Section 1.20. "Plats"	9
Section 1.21. "Properties" and "Subdivision"	9
Section 1.22. "Rules and Regulations"	9
Section 1.23. "Single Family"	9
Section 1.24. "Single Family Dwelling"	9
Section 1.25. "Special Assessment".....	10
Section 1.26. "Visible from Neighbouring Properties"	10

Section 2.01. Insurance Rates	10
Section 2.02. Signs	10
Section 2.03. Animals.....	10
Section 2.04. Trash Containers	11
Section 2.05. Vehicles.....	11
Section 2.06. Antennas	11
Section 2.07. Nuisances.	11
Section 2.8. Unsightly Articles.....	11
Section 2.9. Diseases and Insects	12
Section 2.10. Native Growth and Plantings.	12
Section 2.11. Drainage.....	12
Section 2.12. Improvements and Alterations	12
Section 2.13. Modification of Dwelling Unit or Lot.....	12
Section 2.14. Utility Easements	12
Section 2.15. Electrical Service and Telephone Lines	12
Section 2.16. Right of Inspection.....	12
Section 2.16 Right to Inspection.....	13
Section 2.17. Violation of the Covenants, Conditions, or Restrictions and Rules.....	13
Section 2.18. Solar Devices.	13
Section 2.19. Sale of Lots.....	13
Section 2.20. Association Rules and Regulations.	13
Section 2.21. Windows.....	14
Section 3.01. Private Residential Purposes.....	14
Section 3.02. Renting	14
Section 3.03. Common Fences.....	15
Section 3.04. Architectural Control.....	16
Section 4.01. Organization.	18
Section 4.02. Membership.....	19
Section 4.03. Voting Rights	19
Section 4.04. Maintenance, Repair, and Upkeep.....	20
Section 4.05. Insurance Requirements.....	20

Section 4.06. Committees.....	21
ARTICLE V.....	21
ASSESSMENTS.....	21
Section 5.01. Creation of the lien and personal Obligation to pay Assessments.....	21
Section 5.02. Purpose of Annual Assessments	21
Section 5.03. Annual Assessment.....	21
Section 5.04. Special Assessment	22
Section 5.05. Notice and Quorum for Any Action Authorized Under Sections 5.03 and 5.04	22
Section 5.06. Uniform Rate of Assessment	22
Section 5.07. Date of Commencement of Annual Assessments; Due Dates	23
Section 5.08. Reimbursement Assessments	23
Section 5.09. Effect of Non-payment of Assessments: Remedies of the Association.	23
Section 5.10. Additional Charges.	23
Section 5.11. Application of Payments.	24
Section 5.12. Release of Lien	24
Section 5.13. Statement of Assessment Lien.....	24
Section 5.14. No Exemption of Owner.....	24
Section 5.15. Subordination of the Lien to Mortgages	24
Section 5.16. Mortgage Protection and Additional Assessment as Common Expense.....	24
Section 5.17. Reserves.	25
Section 5.18. Obligation of Declarant to Pay Assessments.	25
Section 6.01. Term.....	25
Section 6.02. Amendments.....	25
Section 6.03. Management Agreements	26
Section 6.04. Enforcement and Non-Waiver.	26
Section 6.05. Attorney's Fees	26
Section 6.06. Mortgage Protection.....	27
Section 6.07. Annexation of Additional property	27
Section 6.08. Construction, Sale, and Leasing Facilities	28
Section 6.09. Construction.....	28

Section 6.10. Delivery of Notices and Documents.....29
Section 6.11. Binding Effect29

**CONSOLIDATED RESTATEMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HUNTER SUBDIVISION**

This Consolidated Restatement of the Declaration of Covenants, Conditions and Restrictions for Remington Acres Estates Homeowners Association, Inc. is made this ___ day of _____, 2019 and replaces and supersedes the Restatement of the Declaration of Covenants, Conditions and Restriction for Remington Acres Estates Homeowners Association, an Arizona Limited Liability Company (“the Declarant”).

WITNESSETH

WHEREAS, the Board of Directors of Remington Acres Estates Homeowners Association, Inc. has resolved to consolidate all recorded Declarations and Amendments into a single document; and

WHEREAS, this consolidated Declaration applies to Lots 41 through 72 of Hunter Subdivision No.3 as recorded in Book 23, Page 78, Pima County Arizona in the office of the Pima County Recorder; and Lots 1 through 64 of Hunter Subdivision on No. 4 as recorded in Book 23, Page 79, Pima County, Arizona.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for HUNTER SUBDIVISION NUMBER THREE LOTS NO 41 TO 72 INCLUSIVE was recorded on April 18, 1994 at Docket 9773 at Page 1868, et seq; at Pima County, Arizona and the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Hunter Subdivision No. 3 was recorded on June 16, 1994 at Docket 9815 at Page 855, et seq. in the official records of Pima County, Arizona and the Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Hunter Subdivision No. 3 was amended on December 2, 1994 and the Restatement of Declaration of Covenants, Conditions and Restrictions for Hunter Subdivision No. 3 was recorded on April 22, 1996 in Docket 10278 at Page 1776, et seq. in the official records of Pima County, Arizona.

WHEREAS, all Amendments to the Declaration have been fully incorporated into the following Consolidated Declaration; and

WITNESSETH

WHEREAS, STEWART TITLE AND TRUST OF ARIZONA., an Arizona Corporation, as Trustee under Trust No. 3486, with REMINGTON PROPERTIES, LLC (an Arizona limited liability company) as the beneficiary, is the “Declarant” as defined under that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions recorded in Docket 9815 at Page 855; for Hunter Subdivision No. 3, Lots 41-72 (“the Declaration”), real property known as:

Lots 41 through 72 of Hunter Subdivision No. 3 as recorded in Book 23,
Page 78, Pima County, Arizona.

WHEREAS, such Restated and Amended Declaration of Covenants, Conditions and Restrictions for Hunter Subdivision No. 3, Lots 41-72 was recorded on June 16, 1994 at Docket 9815 at Page 855 et seq.; and

WHEREAS, a Declaration of Annexation for Lots 1 through 40 and Lots 73 through 112 of Hunter Subdivision No. 3 and Lots 1 through 64 of Hunter Subdivision No. 4 was recorded on June 16, 1995 at Docket 10066 at page 2299 et seq.,

WHEREAS, Declarant is the owner of Lots 9 through 40; Lot 51; Lot 58; Lot 64; Lot 66; Lot 70 and Lots 73 through 104 of Hunter Subdivision No. 3, as recorded in Book 23 of Maps at Page 78 and;

WHEREAS, STEWART TITLE AND TRUST OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 0928, is the Owner of Lots 1 through 8 and 105 through 112 of Hunter Subdivision No. 3, as recorded in Book 23 of Maps at Page 78 and Lots 1 through 64 of Hunter Subdivision No. 4 as recorded in Book 23 of Maps at Page 79; and

WHEREAS, Section 6.02 of such Declaration provides that the Declaration may be amended by an instrument signed by not less than 2/3rds of the owners of the Lots, and becomes effective upon its recordation with Pima County Recorder's Office;

WHEREAS, Declarant and STEWART TITLE AND TRUST OF ARIZONA, as trustee of Trust No. 0928, are the owners of more than 2/3rds of the Lots and desires to amend the Declaration.

NOW THEREFORE, the undersigned constituting the President and Secretary of the Remington Acres Estates Homeowners Association Inc., which, under the terms of the Declaration, is defined as the "Association", certify that the owners of at least 2/3^{rds} of the Lots, have approved the following Second Restatement of the Declaration of Covenants, Conditions and Restrictions for Hunter Subdivision No. 3 Lots 41-72, which shall supersede the previously recorded Restated and Amended Declaration recorded on June 16, 1994 at Docket 9815 at Page 855 et seq., and as amended on March 25, 1996 in Docket 10258 at Page 332, et seq which shall be null and void. This Restatement of the Declaration will amend and supersede such previously recorded Declaration, as amended. The real property as described herein will be held, sold and conveyed subject to the following assessments, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions and conditions will run with the property. These easements, covenants, restrictions and conditions will run with the property and will be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof and will insure to the benefit of each party.

ARTICLE I
DEFINITIONS

Section 1.01. "Additional Property" means any property which may be annexed pursuant to the Declaration and become a part of the Property.

Section 1.02. "Annual Assessments" means those assessments levied by the Association and used to promote the recreation, health, safety and welfare of the Members and their guests and family, for the improvement of the Common Areas and for all other purposes set forth in the Articles, Bylaws and this Declaration.

Section 1.03. "Architectural Review Committee" refers to the Committee established by the Board of Directors pursuant to Section 3.04 of this Declaration.

Section 1.04. "Articles" refer to the Articles of Incorporation of the Association and any amendments which have been filed in the Office of the Arizona Corporation Commission.

Section 1.05. "Association" refers to Remington Acre Estates Homeowners Association Inc., its successors and assigns.

Section 1.06. "Association's Governing Documents" refers to this Declaration, the Articles of incorporation of the Association, the By-laws and any Rules and Regulations adopted by the Association.

Section 1.07. "Board" refers to the Board of Directors of the Association.

Section 1.08. "Bylaws" refer to the Bylaws of the Association, as may be amended from time to time.

Section 1.09. "Common Areas" means all real property, whether improved or unimproved, designated as Common Area on the Plats and owned by the Association for the common use and enjoyment of the owners. As of the date of recordation of this Declaration, there are no Common Areas. However, Declarant reserves the right to add Common Areas under Section 7.07.

Section 1.10. "Declaration" refers to this Declaration as amended from time to time.

Section 1.11. "Declarant" refers to the original developer of Remington Acre Estates; Remington Properties, L.L.C.; its successors or assigns.

Section 1.12. "Design Guidelines" refers to the architectural standards set by the Association for new manufactured home construction, modification to an existing residence, and landscaping of a lot.

Section 1.13. "Dwelling Unit" means the real property and improvements placed within the boundary of any Lot.

Section 1.14. "Lot" refers to any numbered plot of land shown contained in the "Properties", as amended from time to time with the exception of the Common Areas.

Section 1.15. "Manufactured Home" refers to a structure which meets the following criteria:

- (a) designed and constructed for year-round residential use, attached permanently to a Lot, connected to water, electric utilities and other services, and
- (b) contains completed plumbing, heating, cooling and electrical hook-ups on a Lot, and
- (c) is built on a permanent chassis, and
- (d) is at a minimum, a multi-wide model containing not less than 1,000 square feet of living area.

Section 1.16. "Member" means the owner of a Lot who is entitled to membership in the Association, who is entitled to use and enjoy and Common Areas if such are added to the Properties, and who is obligated to pay assessments to the Association, as more fully set forth herein.

Section 1.17. "Mortgage" means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 1.18. "Owner" refers to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Properties, including a buyer under a contract for the sale of real estate, but excluding persons holding an interest merely as security for the performance of an obligation.

Section 1.19. "Person" includes a corporation, company, partnership, Trust, firm, association or society, as well as a natural person.

Section 1.20. "Plats" refers to the map of record in the Office of the Pima County Recorder which is legally described in Book 23, Page 78 and at Book 23 at Page 79.

Section 1.21. "Properties" and "Subdivision" shall be synonymous and shall refer to that certain real property described as follows:

Lots 1 through 112 of Hunter Subdivision No. 3 as recorded In Book 23, Page 78, Pima County, Arizona, and Lots 1 through 64 of Hunter Subdivision No. 4 as recorded in Book 23, Page 79, Pima County, Arizona, and other additions as may hereafter be brought within the Jurisdiction of the Association.

Section 1.22. "Rules and Regulations" means those policies and procedures adopted by the Board of Directors to govern the conduct and actions of owners, tenants, visitors, contractors, and guests on the Lots and any Common Areas annexed hereto not otherwise covered in this Declaration.

Section 1.23. "Single Family" refers to a group of one or more persons each related to the other by blood, marriage or legal adoption; or a group of three or less persons who are not related, but who maintain a common household in a Dwelling Unit. The number of unrelated persons residing in a Dwelling Unit may be increased upon application by the Owner to the Board of Directors, and upon a showing of good cause.

Section 1.24. "Single Family Dwelling" means a residential structure, as approved by the Board of Directors which meets the requirements of Pima County Zoning Code, including, but not limited to homes constructed on site, modular homes and manufactured home erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for occupancy by a single family.

Section 1.25. “Special Assessment” means those assessments which the Association may levy pursuant to Section 5.04 herein.

Section 1.26. “Visible from Neighbouring Properties” means, with respect to any object, that such object is, or would be, visible to a person six (6) feet tall, standing on any part of a neighboring Lot, or the Common Areas, at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

GENERAL USE RESTRICTIONS

All property within the Subdivision will be held, used and enjoyed subject to the following limitations and restrictions.

Section 2.01. Insurance Rates. Nothing will be done or kept on any Lot which will increase the rate of, or which will result in the cancelation of insurance on any such property or which would be in violation of any law.

Section 2.02. Signs. Without the approval of the Board, or to the extent allowed by the Design Guidelines, no Owner may display any signs of any kind which are visible from neighboring properties, except signs which may be required by legal proceedings.

Section 2.03. Animals.

A. A reasonable number of generally recognized house or yard pets may be kept on the Lot so long as they are not kept, bred or maintained for any commercial purpose. Other animals, such as those which are kept on the lot pursuant to a duly authorized 4H program, may be kept on a lot, provided they are not being raised or bred for commercial purposes and do not become a nuisance and/or disturb the peace of the adjoining property owners.

B. No animal will be allowed to become a nuisance, nor will any animal cause any detrimental health condition to exist. A “reasonable number” as used in the Section will ordinarily mean no more than five pets per household. The Board has the power, in its sole and absolute discretion, to determine whether a particular animal is a generally recognized house or yard pet or a nuisance, or whether the number of animals is reasonable. The Board may adopt Rules limiting the size, number and kinds of pets which may be kept by the Owners.

C. An Owner may keep up to two horses on each Lot, so long as the horse manure is removed on a regular basis. Owners must provide for insect control on the Lot and take appropriate measures so that such insects do not become a nuisance and interfere with any other Owners' use of their Lots. The Board may adopt reasonable rules and regulations regarding the boarding and maintaining of horses on the Lots.

Section 2.04. Trash Containers. No garbage or trash will be kept on any Lot in the Subdivision except in closed containers of a type, size, and style which has been approved by the Board. All trash containers will, at all times, be hidden from view except on the day of trash pick-up (with the exception of recyclables). All rubbish, trash or garbage, including but not limited to building materials, inoperable appliances and furniture, will be removed from Lots and will not be allowed to accumulate thereon. No incinerators will be allowed. The Board of Directors, in its sole discretion, may limit trash collection to one service provider to be used by all of the Members of the Association. The cost of such services will be borne by the Members. The purpose of contracting with one service provider is to limit the number of days on which the trash will be collected in the Subdivision to maximize the aesthetic appearance of the community.

Section 2.05. Vehicles. Recreation vehicles, boats, campers, trailers, trucks, which are greater than one-ton capacity and similar equipment which are not regularly used as passenger vehicles, shall not be parked or stored in the front yard, front driveway, or closer than 75 feet to any street for a period of more than two days. Vehicle repair on only one vehicle (and not on a regular and recurring basis for commercial purposes) may be performed in the back-yard areas only and vehicle disassembly of any kind for a period of more than one day must be done so that such activity is not visible for any street, highway, or lot.

Section 2.06. Antennas. Only those antennas or satellite dishes which have been approved by the Architectural Review Committee, prior to installation, are allowed. All antennas must be roof mounted and may not exceed the Dwelling Unit's roof line by more than four (4) feet. All satellite dishes must be fully screened and be in accordance with standards set by the Design Guidelines, from the View of Neighboring Lots, and the streets within the Subdivision. Satellite dishes mounted on the roof or the side of any single-family dwelling, which are 18 inches in diameter, or less, are allowed without the permission of the Architectural Review Committee.

Section 2.07. Nuisances. After completion of any construction on any Dwelling Unit, whether new construction or remodeling of existing improvements, or the landscaping of Lots, no rubbish or debris of any kind will be allowed to accumulate or be placed on any Lot, so as to render any lot or any portion of the Lot, unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No noise or other nuisance will be permitted on any Lot at any time which is offensive or detrimental to the Owners of adjacent Lots. The Board, in its sole discretion, has the right to determine the existence of any such nuisance and to require its removal.

Section 2.8. Unsightly Articles. No unsightly articles will be permitted which are Visible from Neighboring Lots or from the street, including trash containers, except as otherwise provided herein. No clotheslines will be permitted without the approval of the Board. All items stored in the garage/carport area will be concealed from the View of Neighboring Lots or from the street. Grass, shrub or tree clippings and all clotheslines, machinery, building materials, storage piles, wood piles, garbage or trash containers will be kept screened from the View of Neighboring Lots or from the street, or Neighboring Lots except when such items are being collected by any trash removal company, and then, only for the shortest time reasonably

necessary for such collection. The Board has the sole discretion to determine if any activity is in violation of this Section.

Section 2.9. Diseases and Insects. No Owner will permit anything or condition to exist upon any Lot which will induce, breed or harbour infectious plant diseases or noxious insects.

Section 2.10. Native Growth and Plantings. In the event Common Areas are annexed to the Subdivision, the native growth and/or plantings upon such Common Areas will not be destroyed or removed unless written permission is obtained from the Board. Owners must obtain the written approval of the Board before planting in any Common Areas.

Section 2.11. Drainage. No person may interfere with the established drainage pattern over any Lot.

Section 2.12. Improvements and Alterations. There will be no excavation or construction or alteration which in any way alters the exterior appearance of any Lot, including rocks, stones, gravel or earth without the prior written approval of the Board.

Section 2.13. Modification of Dwelling Unit or Lot. No Owner may alter or modify the Dwelling Unit or Lot (including fencing and landscaping) provided that he/she first obtains the written approval of the Architectural Review Committee.

Section 2.14. Utility Easements. A blanket easement is created upon, across, over and under the Property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it is expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Property and to affix and maintain wires, circuits and conduits on, in, and under the roofs and exterior walls of Dwelling Units. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on the Property except as initially designed and installed or thereafter approved by the Board. This easement will in no way affect any other recorded easements on the Property.

Section 2.15. Electrical Service and Telephone Lines. All electrical service and telephone lines will be placed underground, and no outside electrical lines will be placed overhead.

Section 2.16. Right of Inspection. During reasonable hours, any member of the Board, or any authorized representative of any of the Board has the right to enter upon and inspect any Lot (except the interior of the Dwelling Unit), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons will not be deemed guilty of trespass by reason of such entry.

Section 2.16 Right to Inspection. During reasonable hours, any member of the board, or any authorized representative of any of the Board has the right to enter upon and inspect any Lot (except the interior of the Dwelling Unit), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons will not be deemed guilty of trespass by reason of such entry.

Section 2.17. Violation of the Covenants, Conditions, or Restrictions and Rules. If any Owner, his family, or any licensee, tenant, lessee or invitee violates the Declaration or the Rules, the Board may impose a special assessment solely upon the Owner of not more than Two Hundred Dollars (\$200.00) for each violation. Before invoking any such assessment, the Board will give the Owner notice and an opportunity for a hearing before the Board. Any assessment imposed by the Board which remains unpaid for a period of thirty (30) days or more after its due date, will be collectable in the same manner as assessments.

Section 2.18. Solar Devices. No solar devices, or any type, will be erected or installed on any Lot without the prior written approval of the Board or the Architectural Control Committee in accordance with the Design Guidelines. The Board or the Architectural Control Committee will not prohibit the installation of solar devices on any Lot. However, it may require reasonable screening and is essential to set the standard for color of the device except for solar collecting surfaces.

Section 2.19. Sale of Lots. Each Owner will promptly notify the Board of Directors of any sale or transfer of his/her Lot and will provide the Board with the name and address of the subsequent Owner and any other information which is reasonably required by the Association. The Association may charge a reasonable transfer fee to any subsequent Owner.

Section 2.20. Association Rules and Regulations. The Board is empowered to adopt, amend or repeal such rules and regulations as it deems reasonable and appropriate (the "Association Rules"), which are binding on all Persons subject to this Declaration, and which govern the use and/or occupancy of the Lots or the Property subjected to this Declaration. The Association Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments. The Association Rules will govern such matters as the Board deems to be in furtherance of the purposes of the Association. The Association Rules will have the same force and affect as if they were set forth in, and were part of, this Declaration and will be binding on all Owners, their guests, tenants, and invitees. The Association Rules will be available for review at the principal office of the Association by each Person subject to such Rules. The Board of Directors shall provide notice to each Owner and resident of its adoption or modification of any Rule. It will be the responsibility of each Person subject to the Association Rules to review, and keep abreast of any changes in, the provisions thereof. In the event of any conflict between any provision of the Association Rules and any provisions of this Declaration, or the Articles, Bylaws or Design Guidelines, the provisions of the Association Rules will be superseded by the provisions of this Declaration, the Articles, Bylaws or Design Guidelines, to the extent of any such conflict.

Section 2.21. Windows. No reflective materials, including, but not limited to aluminium foil, reflective screens or glass, mirrors, or similar items will be permitted on any lot of Dwelling Unit so as to be visible from outside the Dwelling Unit or in any manner which creates a nuisance to other occupants in the Subdivision.

ARTICLE III

OWNERS' PERMITTED USES, RESTRICTIONS AND RIGHTS OF DWELLING UNITS AND LOTS

Section 3.01. Private Residential Purposes. Except as provided for elsewhere in this Declaration, lots will be occupied and used solely as a private residence for a Single Family, by the Owner, his/her family, tenants and social guests and for no other purpose.

A. An Owner or occupant residing in a Dwelling Unit may operate a "Home Occupation" solely within the private confines of the Dwelling Unit so long as: a) the existence or operation of the business activity is not apparent from the outside of the Dwelling Unit, and there is no sound or smell from the outside of the Dwelling Unit indicating the conduct of business is detectable; b) the business activity conforms to all zoning requirements for the Properties; c) the business activity does not involve frequent or annoying traffic, as determined by the Board of Directors, by persons coming on the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or hazardous or offensive use, nor threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

B. No Home Occupation may involve equipment or machinery, manufacturing, drilling, burning, retailing or wholesaling of services or products, or conversion of any garage into a business office or room.

C. "Home Occupation", as permitted by this Section, means private consultation and advice in trades and professions. The Board of Directors has the power, notwithstanding the foregoing, to prohibit any Home Occupation or business activity which in its judgment involves excessive noise, traffic, which poses a nuisance within the Properties or causes disharmony with respect to the overall design and peacefulness of the Properties.

D. No business conducted upon the Properties or in any Dwelling Unit will result in any change in the exterior appearance of any Dwelling Unit or Lot, and no business will involve signs, buildings, or structures in addition to the Dwelling Unit.

Section 3.02. Renting. Each Owner has the right to lease or rent his/her Dwelling Unit. However, all leases must be writing and must provide that the tenant or lessee will abide by the Rules, Bylaws, Articles, and the provisions of this Declaration. In the event any lease does not contain this provision, such lease will, at

the option of the Board, be null and void. All leases must be for a term of one month or longer. The Owner, or Owner's rental agent, will provide the Association with the names, telephone number, number of people residing in the Dwelling Unit, the number of pets, and any other information reasonably desired by the Association concerning the lessee.

Section 3.03. Common Fences. The rights and duties of the Owners with respect to common fences will be as follows:

A. Each fence is placed on the dividing line between two (2) Lots will constitute a common fence.

B. With respect to any such fence, each of the adjoining Owners will assume the burden and be entitled to the benefits recited in this Section 3.03, and to the extent it is consistent with this Section, the general rules of law regarding common fences will be applied.

C. The Owners of Lots who share a common fence will have reciprocal easements for support and an equal right to use such fence provided that the use by one Owner does not interfere with the use and enjoyment of the fence by the other Owner.

D. Unless other provisions of this Section 3.03 are applicable, the costs of reasonable repair and maintenance of a common fence will be shared equally by the Owners using the common fence.

E. In the event any common fence is damaged or destroyed through the act of one adjoining Owner, or any of his/her guests or agents or members of his/her family (whether or not such act is negligent or otherwise culpable) so as to deprive the other Owner of the full use and enjoyment of such fence, then the first of such Owners will forthwith proceed to rebuild and repair the fence to its former condition without cost to the other Owner.

F. In the event any common fence is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his/her agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both Owners will promptly rebuild or repair the fence to its former condition the cost off which shall be equally shared by the Owners.

G. Notwithstanding anything to the contrary contained in this Declaration and in addition to meeting the other requirements of these Restrictions and of any building code of similar regulation or ordinance, any Owner proposing to modify, make additions to or rebuild his/her Dwelling Unit in any manner which requires the extension or other alteration of any common fence will first obtain the written consent of the Board. The Board will consult with the adjoining Owners concerning the proposed modification, extension or alteration of the common fence prior to giving written consent thereto, although the Board, in its discretion, may grant permission to the Owner, regardless of whether the adjoining Owner disapproves of the modification, extension or alteration.

H. In the event of a dispute between Owners regarding the repair or rebuilding of a common fence or regarding the sharing of costs for such fence, upon the written request of such Owners delivered to the Association, the matter will be heard and determined by the Board, whose decision will be final and binding.

Section 3.04. Architectural Control.

A. General. No building, paving, fence, wall, antenna, satellite dish, [except provided for in Section 2.08], or other structure shall be constructed, erected or maintained on a Lot., nor will any exterior addition to, or change in, or alteration of a Dwelling Unit or the exterior color scheme, roof or finish thereof, nor will any addition to, or change in, or alteration of the landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials, and location have been submitted to and approved in writing by the Board of Directors in accordance with the Design Guidelines. In approving such construction, the Board shall consider the harmony of external design and location in relation to the surrounding structures and topography. The Board of Directors may delegate its authorization to an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee, fails to approve or disapprove the design and location of the improvement within forty-five (45) days after the plans and specifications have been submitted to it, approval will automatically be deemed as given. No awnings cover or shades will be allowed either temporarily [other than for the purpose to protect the painting improvement] or permanently fastened to or suspended from the exterior of any Dwelling Unit without the written consent of the Board. As further outlined in the Design Guidelines, it is the intent of the Association to encourage and require the use of natural desert colors on Dwelling Units and the use of natural desert landscaping material on the Lots.

B. Guidelines. The Board of Directors and Architectural Control Committee will establish standards and design guidelines relating to the construction of improvements on the Lots (the "Design Guidelines"), which the Architectural Control Committee and Board of Directors may, from time to time in their sole discretion, amend, repeal or augment. The Design Guidelines are incorporated by reference in this Declaration and are binding on all Members, Owners, Occupants or other Persons in the same manner as the provisions of the Declaration. A copy of the current Design Guidelines will be a part of the Association's Governing Documents. The Design Guidelines may include, among other things, restrictions and limitations regarding:

a) Site planning and site development, including but not limited to rules, regulations and restrictions on grading; leveling; transplanting and preserving native vegetation; construction and maintenance of drainage ways and structures and other modifications to the natural environment;

b) Landscaping, including but not limited, to rules and regulations regarding acceptable plant materials, minimum coverage requirement and maintenance requirements;

c) Architectural design and maintenance of any or all structures, including rules, regulations, and restrictions pertaining to building materials, exterior appearances, architectural styles, exterior colors, height restrictions, set back requirements allowable age and style of relocated improvements and similar restrictions;

d) Time limitations for the completion, within specified periods after approval, of the improvements for which approval is required pursuant to the Design Guidelines;

e) The designation of a “building envelope” within a Lot outside of which improvements will not be permitted;

f) Procedural rules and regulations governing the manner in which the Architectural Control Committee will operate, the types of submittals to be required in connection with the requests for development or architectural approvals, and the manner in which the Architectural Control Committee will process such submittals. The Architectural Control Committee will have the right to establish and amend, from time to time, a schedule of fees which the Architectural Control Committee will have to charge in connection with requests for the approval of plans and specifications;

g) Such other limitations and restrictions as the Board or Architectural Review Committee in its reasonable discretion may adopt.

C. Delegation. The Architectural Review Committee may delegate its plan review responsibilities, as specified in the Design Guidelines, to one or more of its members or architectural consultants retained by the Architectural Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants will be equivalent to approval or disapproval by the entire Architectural Review Committee.

D. Non-Liability for Approval of Plans. Plans and specifications for buildings and other structures will be reviewed by the Architectural Review Committee as to style, exterior design, appearance and location. Development Plans (including but not limited to grading, drainage and landscaping plans) will be reviewed for appearance, location, conformance with building envelope requirements and impact on other Lots within the Association. Although the Architectural Review Committee has the right to reject plans and specifications because of their failure to comply with zoning or building ordinances, or other governmental regulations or restrictions, or on the basis that such plans and specifications are defective or not prepared in accordance with sound engineering practices, the approval of plans and specifications will not constitute a representation, warranty or guarantee that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations and restrictions. By approving such plans and specifications neither the Architectural Review Committee, the members thereof, the Association, any Member, or the Board assumes any liability or responsibility therefor, or for any defect in any structure constructed from such

plans and specifications. Neither the Architectural Review Committee, any member thereof, the Association, nor the Board, will be liable to any Member, Owner, Occupant or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any Lot within the Association; provided, however, that such action, with the actual knowledge possessed by him, was taken In good faith.

E. Inspection and Recording of Approval. Any member or authorized consultant of the Architectural Review Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot or Parcel after reasonable notice is provided to the Owner or Occupant thereof in order to inspect improvements constructed or being constructed on the Lot and to ascertain that such improvements have been or are being built in compliance with the Design Guidelines and this Declaration. The Architectural Review Committee will cause such an inspection to be undertaken in accordance with the Design Guidelines.

F. Additional Powers of the Board. The Board may promulgate as part of the Design Guidelines, such additional architectural and landscape standards, rules and regulations as it deems are appropriate and are not in conflict with this Declaration. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE BOARD MAY FIX A FINE OF UP TO \$5,000 FOR FAILURE TO OBTAIN THE REQUIRED APPROVAL FROM THE ARCHITECTURAL CONTROL COMMITTEE. Such fine will be a Special Assessment and will also be the personal obligation of the Owner of the Lot on which the fine is assessed. The imposition of the fine will not limit the damages any Person, including Declarant, may recover as a result of any violation of the provisions of this Section.

G. Waiver of Design Guidelines. The Architectural Review Committee has the right, at any time, to amend the Design Guidelines and to waive or modify any rules, regulations or restrictions contained in the Design Guidelines or this Section provided that no such amendment, waiver or modification will be effective unless it is in writing and signed on by an officer of the Association after adoption by the Board of Directors. No such waiver or modification will be, or be deemed to be, a waiver of the right to strictly enforce any such rule, regulation or restriction in the future.

ARTICLE IV

OPERATION OF THE REMINGTON ACRE ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 4.01. Organization.

A. Association. The Association is a non-profit Arizona corporation charged with the duties set forth in the Articles, Bylaws, and this Declaration.

B. Board of Directors and Officers. The affairs of the Association will be conducted by the Board of Directors and such officers and committees as the Board may elect or appoint, in accordance with the Articles and Bylaws, as amended from time to time. The composition of the Board will be defined In the Bylaws.

C. Personal Liability. No member of the Board or any Committee of the Association or any officer or employee of the Association will be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, provided that such person has, upon the basis of such Information as may be possessed by him, acted in good faith, without wilful or intentional misconduct.

Section 4.02. Membership.

A. Qualification. Each Owner of a Lot (which is subject to assessment) will be a member of the Association. No Owner will have more than one membership for each Lot owned.

B. Transfer of Membership. Membership of each Owner in the Association will be appurtenant to ownership of the Lot and will not be transferred, pledged, or alienated in any way except upon the transfer of ownership to the Lot, and then only to the transferee. Any attempt to make a prohibited transfer will be void. Any transfer of ownership of a Lot will automatically transfer said membership to the new Owner thereof.

Section 4.03. Voting Rights. The Association will have two (2) classes of voting membership.

A. Class A. Class A Members are all the Owners, except the Class B Member. Each Owner (whether one or more persons or entitles) as Class A Member will be entitled to one vote for each Lot owned.

The vote for any member that is held by more than one person or entity may be exercised by any one of them, unless any objection or protest by any co-holder of such membership is made prior to the completion of a vote, in which case the vote for such member will not be counted.

B. Class B. Class B Member is the Declarant, which will have three (3) votes for each lot owned. The Class B membership and the Class B voting rights will cease and be converted to Class A membership and Class A voting rights upon the earlier of the following events:

- (1) when seventy-five percent (75%) of the Lots have been conveyed to Owners other than Declarant; and,
- (2) on December 31, 2016; and,
- (3) upon written notice from the Class B Member to the Association.

C. Suspension of Voting Rights by Association. The Association may suspend the voting rights of any Member for any period during which any assessment against a Lot remains unpaid and delinquent. The Association may also suspend the voting rights of any Member for a period specified by the Board when, in the Board's discretion, such Member is in violation of these Covenants, the Bylaws and/or the Rules and Regulations of the Association.

Section 4.04. Maintenance, Repair, and Upkeep.

A. Responsibilities of Owner. Maintenance, repair and upkeep of the Lots and Dwelling Units, including landscaping, except as otherwise specifically provided for in Paragraph C of this Section, will be the sole responsibility of each Owner. All fixtures and equipment installed or located within a Lot will be maintained and kept in repair by the Owner of the Lot. Termite control will be the responsibility of the Owner. All maintenance and repair of Lot including but not limited to driveways, sidewalks, utilities, landscaping, fencing and the Dwelling Unit Itself will be the sole obligation and at the expense of the individual Owners.

B. Failure to Maintain Standard of Upkeep. No Owner will commit any act or do any work which will impair the structural soundness or integrity of the Lot and Dwelling Unit or impair any easement, nor do any act, nor allow any condition to exist, which will adversely affect the other Lots and Dwelling Units or their Owners. In the event any Owner fails to maintain the Lot including its landscaping and fencing, or the exterior of his Dwelling Unit in a manner in keeping with the standards in the neighbourhood, then the Association, after approval by a majority vote of the Board of Directors, has the right, through its agents and employees, to enter on a Lot, and to repair, maintain, and restore the Lot, and the exterior of the Dwelling Unit, and any other Improvements erected on the Lot and the expense of such action will become an assessment on the Lot and will be collected in the same manner as Annual Assessments. The Board, in its sole discretion has the right to determine whether or not a Lot, or the exterior of a Dwelling Unit, is in need of maintenance, repair and upkeep in order to conform to the standards of the general neighborhood. The Board will use a reasonably high standard in determining; whether such maintenance, repair and upkeep is required so that the Lots as a whole will reflect a high pride of ownership.

C. Responsibilities of the Association. The Association shall be responsible for the enforcing the provisions of this Declaration and the Rules and Regulations. It shall also be responsible for managing and operating the corporation and doing all things necessary for the efficient management of the Properties.

Section 4.05. Insurance Requirements. The Association shall obtain the following types of insurance.

A. Fidelity Insurance. Fidelity Insurance coverage against dishonest acts on the part of the directors, managers, trustees, employees or volunteer responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the insured and will be written to provide protection which is not less than one and one-half (1/2) times the Association's estimated annual operating expenses and reserve fund balance. In connection with such coverage, on appropriate endorsement to the policy to cover any person who serves without compensation will be added if the policy would not otherwise cover volunteers.

B. Worker's Compensation. A worker's compensation policy, if necessary, to meet the requirement of law.

C. Other. Such other insurance and the Board determine from time to time to be necessary including, but not limited to, Directors and Officers coverage.

D. Dwelling Units. Each individual Owner is responsible for providing whatever insurance as he/she sees fit and at his/her owner expense, insuring the Dwelling Unit against loss or damage by fire or other hazards, Owner's liability insurance, theft and other insurance covering personal property damage and loss.

E. Annual Review of Policies. All Insurance policies will be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 4.06. Committees. The Association may establish a Landscape Committee, a Covenants Committee, an Architectural Committee, and any other committees the Board of Directors may from time to time, deem necessary. By resolution the Board of Directors shall adopt policies and procedures for the operation of these committees and prescribe the duties of such committees.

ARTICLE V

ASSESSMENTS

Section 5.01. Creation of the lien and personal Obligation to pay Assessments. Each Owner upon the recordation of a deed to any Lot, whether or not it is stated in the deed, is deemed to covenant and agree to pay the Association: (1) Annual Assessments or charges, (2) Reimbursement Assessments and (3) Special Assessments. Such assessments will be established and collected as provided in this Article. All Assessments, together with interest, late fees, costs, and reasonable attorneys' fees, will be a charge on the Lot and will be a continuing lien upon the property against which each assessment is made. Delinquent assessments, together with interest, late fees, costs, and reasonable attorneys' fees, will also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was levied. The personal obligation for delinquent assessments will not pass to his successors in title unless specifically assumed by them.

Section 5.02. Purpose of Annual Assessments. The Annual Assessments levied by the Association will be used exclusively to promote the recreation, health, safety and welfare of the Members and their guests and for all other purposes set forth in the Articles, Bylaws and this Declaration.

Section 5.03. Annual Assessment.

A. Annual Maximum Assessment. Until December 31 of 1996, the Annual Maximum Assessment will be One Hundred Twenty and no/100 Dollars (\$120.00)

per Lot. From and after January of 1997 the Annual Maximum Assessment may be increased, without a vote of the membership, by an amount not to exceed 20% of the previous year's assessment rate.

B. Actual Annual Assessments. The Actual Annual Assessments will, at the discretion of the Board, be set in an amount equal to, less than, but not greater than, the Annual Maximum Assessment. The effective date of any change in the Actual Annual Assessments will be January 1 of each year.

C. Notification to Owners of Annual Assessment. The Board will provide notification to the Owners of any change to the Annual Maximum Assessment or the Actual Annual Assessments at least thirty (30) days prior to January 1 of each year.

D. Increase in Assessments above the Maximum. From and after January 1, 1995, the Annual Maximum Assessment may be changed above the allowed 20% increase outlined in 5.03.A., provided that any such change is approved by the vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The limitations on increases in assessments will not apply to any change in the maximum annual assessment if incident to a merger or consolidation in which the Association is authorized to participate under its Articles of incorporation or pursuant to Arizona law.

Section 5.04. Special Assessment. Subject to any limitations in the Bylaws, Special Assessments may be levied in addition to Regular Assessments for (1) constructing capital improvements; (2) correcting an inadequacy in the current operating account; (3) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements in the Common Areas, if created; or (4) paying for such other matters as the Board may deem appropriate for the Project. Special Assessments will be approved by the vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.05. Notice and Quorum for Any Action Authorized Under Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.03 or 5.04 will be sent to all Members not less than twenty (20) days prior to the date set for the meeting. The presence of Members or of proxies entitled to cast twenty-five percent (25%) of all the votes of the Association will constitute a quorum at this meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirements.

Section 5.06. Uniform Rate of Assessment. Except as otherwise provided in this Declaration, all Assessments must be set at a uniform rate for all Lots and may be collected on a monthly, or quarterly basis as the Board may determine. All assessments will be payable in the amount specified in the Assessment or notice of assessment and no offsets against such amount will be permitted for any reason, including, without limitation, a claim that (a) the Association, the Board, or Declarant is not properly exercising its duties and powers as provided in this Declaration; (b) Assessments for any period exceed Common Expenses; or (c) a Member or other person has made, and elects to make, no use of the Common Area.

Section 5.07. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments will commence on all lots on the first day of the month following the conveyance of a lot to an Owner. The first Annual Assessment due for any Lot will be adjusted according to the number of months remaining in the calendar year. The Board of Directors will set the amount of the Annual Assessment against each Lot at least thirty (30) days prior to January 1 of each year. The due dates of such assessment, partial payment for which may become due on a periodic basis, will be as established by the Board of Directors.

Section 5.08. Reimbursement Assessments. The Association will levy a Reimbursement Assessment against any Owner and his/her Dwelling Unit if a failure to comply with the Association's Documents has (1) necessitated an expenditure of monies by the Association to bring the Owner or his/her Dwelling Unit into compliance or (2) resulted in the Imposition of a fine or penalty. A Reimbursement Assessment will not be levied by the Association until Notice and an opportunity for a Hearing has been given to the Owner. Reimbursement Assessments may be enforced in the same manner as Annual and Special Assessments by the filing of a Notice of Lien as provided in this Declaration.

Section 5.09. Effect of Non-payment of Assessments: Remedies of the Association. In addition to all other remedies provided by law, the Association, or its authorized representative, may enforce the obligations of any Owner to pay each assessment provided for in this Declaration in any manner provided by law or by either or both of the following procedures:

A. **By Suit.** The Association may commence and maintain a suit at law against any Owner personally obligated to pay a delinquent assessment. The suit will be maintained in the name of the Association. Any judgment rendered in any action will include the amount of the delinquency, additional charges and any other amounts as the court may award, including reasonable attorneys' fees. A proceeding to recover a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the lien established herein.

B. **By Lien.** To protect its lien, the Association will record a Notice of Lien in the Office of the Pima County Recorder. The lien provided for in this Section will be in favor of the Association and will be for the benefit of all the Owners. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages. The lien for assessments will constitute a lien on each respective Dwelling Unit prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage or deed of trust.

Section 5.10. Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur or levy in the process of collecting monies due and delinquent from the Owner. All additional charges will be included in any judgment or in any suit or action brought to

enforce collection of delinquent assessments or may be levied against a Dwelling Unit as a reimbursement assessment. Additional charges will include, but not be limited to, the following:

A. Attorneys' Fees. Reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any assessment or sum due, including the placement of the lien, or the filing of a suit or otherwise;

B. Late Charges. A late charge in an amount to be determined by the Board, to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due: provided, however, that such late charge will not exceed ten percent (10%) of the delinquent assessment.

C. Cost of Suit. Costs of suit and court costs incurred as are allowed by the Court;

D. Interest. Interest on all sums imposed in accordance with this Article XIII including the delinquent assessment, reasonable costs of collection, reasonable attorneys' fees and late charges, at the annual percentage rate of twelve percent (12%) per year, and

E. Other. Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

Section 5.11. Application of Payments. All payments received by the Association will first be applied to collection costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 5.12. Release of Lien. Upon payment of delinquent assessments or other satisfaction thereof, the Association will record a release of any recorded lien.

Section 5.13. Statement of Assessment Lien. Within ten (10) days of a request from an Owner liable per assessments, the Association will furnish to that Owner a written certificate signed by an officer or authorized agent of the Association stating the amount of any outstanding assessment and any additional charges secured by the lien upon his/her Dwelling Unit. A charge, not to exceed the reasonable cost of preparation and reproduction of the certificate, may be levied by the Board for the issuance of such certificate.

Section 5.14. No Exemption of Owner. No owner is exempt from liability for payment of assessment by waiver of the use of enjoyment of the Common Area, if created, by abandonment of his lot, or for any other reason.

Section 5.15. Subordination of the Lien to Mortgages. The lien for assessments will be subordinate to the lien of any first mortgage. Sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, will extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer of any Lot will relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.16. Mortgage Protection and Additional Assessment as Common Expense. Notwithstanding and prevailing over any other provision of this

Declaration, or the Association's Articles or Bylaws, or the Rules, the following provisions will apply to and benefit each holder of a first mortgage upon a Lot (called the first mortgagee):

A. The first mortgagee will not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observation or performance of any covenant, restriction, regulation, rule, article or bylaw, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.

B. During the pendency of any proceeding to foreclose the first mortgage, including any period of redemption, the mortgagee (or receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the exclusion of the Owner's exercise of such rights and privileges.

C. At such time as the first mortgagee becomes record Owner of a Lot, said first mortgagee will be subject to all of the terms and conditions of these Restrictions, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner.

Section 5.17. Reserves. The reserves which are collected as part of the Regular Assessments will be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are collected. Such reserves will be deemed a contribution to the capital account of the Association by the Owners. The responsibility of the Board will be only to budget and provide for such reserves as the Board in good faith deems reasonable, and no Member of the Board is liable to any Owner or to the Association if the amount in the reserve account proves to be inadequate.

Section 5.18. Obligation of Declarant to Pay Assessments. The Declarant is hereby exempted from any and all obligation to pay assessments under Sections 5.03.A., and 5.03.5. During this period however, the Declarant is responsible for contributing sufficient funds to the Association's operating account in such amounts which are necessary to meet the requirements of the Association's annual operating budget.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Term. The provisions, conditions, restrictions and covenants, and each of them set forth herein, shall run with the land and continue and remain in full force and effect at all times and against all persons.

Section 6.02. Amendments. This Declaration may be amended by an Instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that the amendment has been approved by the Owners casting 67% of the votes of the Association. Such amendment will be effective upon its recordation with the Pima County Recorder.

Section 6.03. Management Agreements. All powers, duties, and rights of the Declarant, the Association or the Board, as provided by law herein, may be delegated to a managing agent under a management agreement: provided, however, that no such delegation will relieve the Association of its obligation to perform any such delegated duty. Any agreement for professional management or any other contract providing for services will not exceed a term of one (1) year, which term may be renewed by agreement of one of the parties for successive one (1) year periods. Any professional management or service agreement will provide for termination by either party with or without cause and without payment of termination fee upon (90) days' written notice; provided, however, that the Association may terminate such agreement for cause upon thirty (30) days' written notice.

Section 6.04. Enforcement and Non-Waiver.

A. Enforcement. Except as otherwise provided herein, the Association, or any Owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by provision of this Declaration.

B. Alternate Dispute Resolution/Prerequisite to litigation. In the event of a dispute [excluding the non-payment of any Assessments] between an Owner, the Board of Directors, and/or the Association, the complainant, as an absolute condition precedent to instituting a legal action against respondent, must first serve notice in writing on respondent advising him/her of the alleged grievance, the action or results declared and a date and time convenient for a meeting to discuss such grievance. The respondent will have a minimum of fifteen (15) days, but not to exceed thirty (30) days, from receipt of the notice, to scheduling a meeting with the complainant for the purpose of arriving at a settlement of the controversy with the complainant.

C. Violation of Law. Each and every provision of this Declaration and any amendment hereto will be subject to all applicable state, county, municipal or local ordinances and Subdivision regulations and any future amendments thereto. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth herein or in the Bylaws.

D. Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

E. Non-Waiver. Failure by the Board, the Association or any Owner to enforce any of the provisions of these Restrictions at any time will not constitute waiver of the right thereafter to enforce any such provision or any other provisions of these Restrictions.

Section 6.05. Attorney's Fees. In the event the Association incurs attorney's fees and/or court costs, in the enforcement of any of the provisions of this Declaration, or the Rules adopted by the Association, regardless of whether a lawsuit is filed, such attorney's fees and court costs, if any will be paid by the Owner

against whom the action is taken. The Association will be entitled to collect such attorney's fees and court costs in the same manner as assessments.

Section 6.06. Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment to this Declaration will operate to defeat and render invalid the rights of the beneficiary under any Deed of Trust or mortgage upon a lot made in good faith for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such Deed of Trust or mortgage such lot will remain subject to this Declaration as amended.

Section 6.07. Annexation of Additional property.

A. Annexation of Additional Property. Declarant may elect to annex Additional Property to the Subdivisor, and to subject such Property to the Declaration in increments of any size whatsoever, or to annex more than one such increment as any given time and in any given order. This shall include Common Areas for the use and enjoyment of the members of all the properties. Declarant reserves the right, in its sole discretion and without the approval, assent or vote of the Association or the Members, to annex Additional Property at any time prior to expiration of fifteen (15) years from the date of this Declaration Is recorded and to subject all or any portion of such property to the plan of the Declaration. Although Declarant will have the ability to annex Additional Property as provided in this Section, Declarant will not be obligated to annex all or any portion of any property presently contemplated or intended to be included within the Property and such property will not become subject to the Declaration unless and until a Declaration of Annexation will have been recorded as herein provided. In the event the Declaration annexes Common Areas to the properties, it shall be entitled to record concurrently therewith, additional covenants and restrictions governing the use, management, maintenance, and control of such Common Areas. These additional restrictions shall be binding on all Owners, their guests or tenants as though fully set forth herein.

B. Annexation Declaration. A Declaration of Annexation will be a writing in recordable form which annexes the Additional Property to the plan of the Declaration, and which incorporates by reference all of the covenants, conditions, restrictions, easements and other provisions as are set forth In the Declaration relating to the Declarations of Annexation. Declarations of Annexation may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary to reflect the different characteristics, if any of the Additional Property and as are not inconsistent with the plan of the Declaration. In no event, however, will any such Declaration of Annexation revoke, modify or add to the covenants established by the Declaration with or respect to the Property already subject to the Declaration. The recordation of the Annexation, together with a plat (the "Annexation Plat") describing the Additional Property, will constitute and effectuate the annexation of the Additional Property described therein, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said Additional Property will be part of the Property for all Intents and purposes of the Declaration and all of the owners of Interests in the Additional Property will automatically be subject to the Declaration. The effective date of Annexation or such later date as may be specified therein.

C. Withdrawal of Annexed Property. Declarant may, at its sole discretion, and without the approval, assent, or vote of the Association or other Owners, from time to time until fifteen (15) years after the Recordation of this Declaration, remove or withdraw from the Subdivisions, portions of the annexed property that Declarant, in Declarant's sole discretion deems necessary or desirable in connection with the development of the subdivision; provided, however, that: (I) with respect to the removal or withdrawal of any annexed property, any portion of which lies within a Parcel or Lot that's owned by an Owner other than Declarant or Affiliate of Declarant, Declarant shall have obtained the prior written consent of such Owners to such removal or withdrawal: and (II) FHA, VA, FNMA, FHLMC, or any other Agency, as the case may be and to the extent they or each of them may be involved with the removal or withdrawal of property annexed property, has approved withdrawal. A Declaration of De-Annexation from the Declarant of Covenants, Conditions and Restrictions covering the Annexed Property shall be executed from and recorded by the Declarant. The Recordation of such Declaration of De-Annexation from Declaration of Covenants, Conditions and Restrictions shall constitute and effectuate the removal, withdrawal and De-Annexation of the Annexed property described therein, releasing such Annexed Property and the Owners of thereof from encumbrance by this Declarant and jurisdiction of the Association. If Annexed Property is removed or withdrawn the number of Lots or Parcels shall be as provided in plat, and Declarant shall be entitled to votes as determined in accordance with Section 4.03 of this Declaration.

Section 6.08. Construction, Sale, and Leasing Facilities. During the period when the Lots are being sold and Dwelling Units are being constructed, the Declarant, or its Agent(s), may maintain such facilities which it believes to be reasonably required, convenient or incidental to the development and sale of the lots, including, but not limited to, a business office, storage areas, construction yards, signs, models, and sales and/or leasing offices.

Section 6.09. Construction.

A. Interpretation. The provisions of this Declaration will be literally construed to effectuate their purpose of creating a uniform plat for the development and operation of the Subdivision. This Declaration will be construed and governed by the laws of the State of Arizona.

B. Restriction Severable. Notwithstanding the provisions of the Paragraph A, each of the provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision.

C. Rule Against Perpetuities. In the event the provisions of this Declaration are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same will be effective, then in that event said periods of time will be reduced to a period of time which will not violate the rules against perpetuities as set forth in the laws of the State of Arizona.

D. Singular Includes Plural. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine and neuter.

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

Section 6.10. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it will be deemed to have been delivered seventy-two (72) hours after being deposited in the United States mail, postage prepaid, certified or registered mail addressed as follows: If to the Association to:

Remington Acre Estates Homeowners Association, Inc.
c/o The President or his/her designated representative.

If to an Owner, to the address of any Lot within the Subdivision or to the last address furnished by an Owner to the Association; provided, however, that any such address may be changed at any time by the owner by delivering written notice of change of address to the Association. Each Owner of a Lot will promptly provide his/her current mailing address to the Association and will promptly notify the Association in writing of any subsequent change of address.

Section 6.11. Binding Effect. By accepting a deed or acquiring any ownership interest in any of the Property included within this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, all of the provisions, restrictions, covenants, conditions, rules or regulations contained herein will run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration will be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

IN WITNESS WHEREOF, the undersigned certifies that this Second Restated and Amended Declaration was approved by the requisite number of votes of the Members.

At a duly noticed meeting of the membership on January 2021, the undersigned President and Secretary of Remington Acres Estate Homeowners Association hereby certify that this Consolidated Second Restated and Amended Declaration was approved by the membership by a vote of not less than two-thirds (2/3) of the Lots.

By Donna Lyman
President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 22nd day of Jan 2021, by the President of Remington Acres Estate Homeowners Association, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained

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

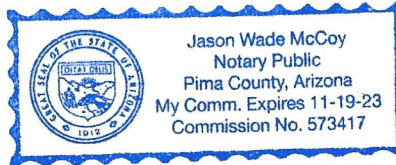
NOTARY SEAL:

My Commission Expires:

11-19-2023

[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)



The foregoing instrument was acknowledged before me this January 22 day of 2021, by the Secretary of Remington Acres Estates Homeowners Association, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained

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

NOTARY SEAL:

My Commission Expires:

11-19-2023

[Signature]
Notary Public
By Donna Lyman
Secretary

