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**AMENDED AND RESTATED DECLARATION OF ESTABLISHMENT
OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
SUNRISE MOUNTAIN VIEW ESTATES**

**DO NOT REMOVE
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**AMENDED AND RESTATED DECLARATION OF ESTABLISHMENT
OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
SUNRISE MOUNTAIN VIEW ESTATES**

WHEREAS, that certain Declaration of Establishment of Conditions, Covenants and Restrictions for Sunrise Mountain View Estates recorded on August 20, 1986 at Docket 7852 at page 1223 in the official records of Pima County, Arizona, the Amendment thereto recorded on December 15, 1986 recorded at Docket 7931 at page 546 in the official records of Pima County, Arizona, and the Second Amendment thereto recorded on December 4, 1987 at Docket 8175 at page 1589 in the official records of Pima County, Arizona (collectively, "Original Declaration") provide, in Article XVI, Section 3, that amendments may be made by Owners representing at least fifty-one percent (51%) of the total votes held by Owners;

NOW THEREFORE, pursuant to A.R.S. §33-1817 and the Original Declaration, Owners representing at least fifty-one percent (51%) of the total votes held by Owners, by their written consent, have approved the amendments set forth in the following Amended and Restated Declaration of Establishment of Conditions, Covenants and Restrictions for Sunrise Mountain View Estates, which shall replace and supersede the Original Declaration, and shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and inure to the benefit of each Owner.

**ARTICLE 1
DEFINITIONS**

Section 1.1 "Association" shall mean and refer to SUNRISE MOUNTAIN VIEW ESTATES HOMEOWNERS ASSOCIATION, INC., an Arizona nonprofit corporation, its successors and assigns.

Section 1.2 "Board" shall mean the board of directors of the Association.

Section 1.3 "Common Areas" shall mean all real property designated as Common Areas on the Plats (including any improvements thereon) and any other real property owned by the Association.

Section 1.4 "Lot" shall mean the numbered plots of land shown on the Plats.

Section 1.5 "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, but excluding Persons holding an interest merely as security for the performance of an obligation.

Section 1.6 "Person" shall include a corporation, company, partnership, firm, association or society, as well as a natural person.

Section 1.7 "Plats" shall mean the following: Lots 1 - 53 and Common Areas "A", "B" and "C" of Sunrise Mountain View Estates, a subdivision of Pima County, Arizona, as shown on the plat recorded in Book 40 of Maps and Plats at page 1 in the office of the County Recorder of Pima County, Arizona; Lots 54 - 103 & Common Areas "A", "B" & "C", a subdivision of Pima County, Arizona, as shown on the plat recorded in Book 40 of Maps and Plats at page 56 in the office of the County Recorder of Pima County, Arizona; Lots 104 - 239 & Common Areas "A" & "B", a subdivision of Pima County, Arizona, as shown on the plat recorded in Book 41 of Maps and Plats at page 12 in the office of the County Recorder of Pima County, Arizona; Lots 123 - 141 & 201 - 211 and Common Areas A & B, a resubdivision of Sunrise Mountain View Estates, as shown on the plat recorded in Book 41 of Maps and Plats at page 88 in the office of the County Recorder of Pima County, Arizona

Section 1.8 "Property" or "Properties" shall mean and refer to that certain real property described on the Plats.

Section 1.9 "Rules" shall mean the rules, regulations and policies adopted by the Board pursuant to its authority under Article 2, Section 2.4.

ARTICLE 2 ASSOCIATION AND COMMON AREAS

Section 2.1 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2.2 Voting Rights. Each Owner is entitled to one (1) vote per Lot and fractional votes shall not be allowed. In the event that a Lot is owned by more than one (1) Person and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he/she was acting with the authority and consent of all other Owners of the same Lot. In the event that more than one (1) vote is cast by an Owner for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void.

Section 2.3 Maintenance of Common Areas. The Association shall be responsible for maintaining, repairing and replacing the Common Areas and the facilities and improvements thereon, and landscaping such portions of the Common Areas as determined by the Board.

Section 2.4 Rules. The Board may adopt, amend, and repeal rules and regulations ("Rules") governing the Common Areas and the conduct of Owners and their guests thereon, and, consistent with this Declaration, defining, clarifying, and/or providing procedures related to any provision of this Declaration. The Rules are deemed incorporated herein by this reference and shall have the same force and effect as if set forth herein.

Section 2.5 Use and Enjoyment of Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The provisions of this Declaration and the Rules;
- (b) The right of the Association to charge a reasonable security deposit and clean-up fee for the use of any recreational facility; and
- (c) The right of the Association to suspend the right of such Owner to use recreational facilities in the Common Areas during such time that the Owner is delinquent in the payment of assessments, or for a period not to exceed sixty (60) days for any infraction of this Declaration and/or Rules.

An Owner may delegate his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 2.6 Restriction on Conveyance of Common Areas. The Common Areas may not be alienated, released, leased, transferred, hypothecated or otherwise encumbered without the affirmative vote of Owners representing at least two-thirds (2/3) of the Lots; provided, however, that the Association, without a vote of the Owners, may grant and convey to any Person or entity easements or rights of way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder (i) roads, streets, walks, pathways, driveways, parkways, and park areas; (ii) temporary overhead or permanent underground lines, cables, wires, conduits or other devices for the transmission of utilities and other purposes; and (iii) sewers, storm drains and pipes, water systems, and water, heating and gas lines or pipes; and (iv) any similar public or quasi-public improvements or facilities.

ARTICLE 3 EASEMENTS AND COMMON WALLS

Section 3.1 Encroachment Easements. Each Lot shall be subject to an easement for encroachments created during the original construction of the improvements on the Lots, by settling or by overhangs. A valid easement for said encroachments and for the maintenance of same shall and does exist.

Section 3.2 Common Area Easement. A blanket easement is hereby created upon, across, over and under all of the Common Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewer, gas, telephones, and electricity.

Section 3.3 Drainage Easements. A drainage easement is hereby created upon, across, over and under each Lot for the benefit of all other Lots.

Section 3.4 Utility Easements. Easements for installation and maintenance of utilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 3.5 Common Walls. The rights and duties of Owners and the Association ("Co-owners") with respect to any fence or wall placed upon the dividing line between two (2) Lots or between the Common Areas and a Lot ("Common Wall") are as follows:

A. Each Co-owner shall assume the burden and be entitled to the benefits recited in this Section and, to the extent it is consistent with this Section, the general rules of law regarding party walls shall be applied.

B. Each Co-owner shall have reciprocal easements for support and an equal right to use such Common Wall provided that the use by one Co-owner does not interfere with the use and enjoyment of the Common Wall by the other Co-owner.

C. Unless other provisions of this Section are applicable, the costs of reasonable repair and maintenance of a Common Wall shall be shared equally by the Co-owners sharing the Common Wall. In the event any Common Wall is damaged or destroyed through the act of one adjoining Co-owner, or any of the Co-owners' family, guests, tenants, (whether or not such act is negligent or otherwise culpable) so as to deprive the other Co-owner of the full use and enjoyment of such Common Wall, then the first of such Co-owners shall rebuild and repair the Common Wall to its former condition without cost to the other Co-owner.

D. In the event any Common Wall is damaged or destroyed by some cause other than the act of one of the adjoining Co-owners, his/her agents, guests or family, including ordinary wear and tear and deterioration from lapse of time, then in such event, both Co-owners shall promptly rebuild or repair the Common Wall to its former condition the cost of which shall be equally shared by the Co-owners.

E. Any Co-owner proposing to modify, make additions to or rebuild his/her Lot or any improvement thereon in any manner which requires the extension or other alteration of any Common Wall shall first obtain the written consent of the Board which consent shall not be granted unless the Board has received the written consent of the Co-owner sharing such Common Wall.

F. In the event of any dispute concerning a Common Wall, or under the provisions of this Article, the parties shall either mediate the matter (before the Board or a third-party mediator at the election of the parties) or submit the matter to binding arbitration as follows: each party shall choose one (1) arbitrator; the two (2) arbitrators shall choose a third (3rd) arbitrator; and the dispute shall be decided by a majority of all the arbitrators.

ARTICLE 4 ASSESSMENTS

Section 4.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments; and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees in collecting same, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees in collecting same, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. A sale of a Lot shall not relieve the seller thereof from the duty to pay the pro-rata share of the annual assessment for any portion of a year which he/she owned the Lot and such Owner shall remain jointly and severally liable with the new Owner for any such assessment.

Section 4.2 **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 Areas.

Section 4.3 **Annual Assessment.** The amount of the annual assessment shall be determined by the Board and based upon the total amount of funds which the Board believes will be required during the ensuing fiscal year to pay all Association expenses including, but not limited, to: (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Areas and improvements thereon; (ii) the cost of taxes, management fees, administrative expenses, insurance premiums, professional services, supplies and other expenses required for the administration and operation of the Association; and (iii) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacements. 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 and provide written notice thereof to every Owner subject thereto. The Association shall not impose an annual assessment that is more than twenty percent (20%) greater than the immediately preceding year's assessment (or any greater amount allowed under state law) unless such increase has been approved by a majority of Owners.

Section 4.4 **Special Assessments.** 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 Areas, including fixtures and personal property related thereto, or any unanticipated expense; provided, however, that any such assessment shall have the approval of a majority of Owners voting on the matter.

Section 4.5 Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on an annual basis or as otherwise determined by the Board.

Section 4.6 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment which is not paid within fifteen (15) days after the due date shall become delinquent and be subject to a late fee of \$15 or 10% of the amount of the unpaid assessment (whichever is greater). No late fee may be imposed unless the Owner was provided with written notice of the date that the assessment will be considered overdue or written notice that the assessment is overdue. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property in conformance with A.R.S. §33-1807. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot.

Section 4.7 Subordination of Lien. The Association's assessment lien provided for herein, including without limitation any late charges, costs of collection, and attorneys' fees incurred in connection therewith, shall be subordinate to the lien of any first deed of trust. Sale or transfer of any Lot shall not affect the Association's assessment lien or charges, except that sale or transfer of any Lot pursuant to a trustee's sale or foreclosure of any such first deed of trust or proceeding in lieu thereof, shall extinguish the lien of such assessment charges that became due prior to any such sale, foreclosure or proceeding, including a deed in lieu of foreclosure.

ARTICLE 5

INSURANCE; DESTRUCTION OF PROPERTY

Section 5.1 Insurance by Association. The Association shall purchase and maintain certain insurance, including, but not limited to, the following:

A. **Multi-Peril.** A multi-peril type policy covering the Common Areas and the improvements thereon, providing, at a minimum, fire and extended coverage and all other coverage in the kind and amounts customarily acquired or required for projects similar in constructions, location and use.

B. **Liability.** A comprehensive policy of public liability insurance covering the Common Areas in the kind and amounts customarily acquired or required for projects similar in construction, location and use, but in no event in an amount less than \$1,000,000.00 per occurrence for personal injury, death or property damage.

C. **Directors and Officers.** Liability insurance covering all directors and officers of the Association in such limits as the Board may determine from time to time.

D. **Additional Association Insurance.** The Association may purchase such other insurance as it may deem necessary, including without limitation, workmen's

compensation and fidelity coverage against dishonest acts by directors, managers, trustees, employees or volunteers of the Association who are responsible for handling funds belonging to or administered by the Association.

Section 5.2 No Liability. Neither the Association nor any board member shall be liable to any Owner or other Person if any risks or hazards are not covered by the Association's insurance policies or if the amount of any Association insurance policy is not adequate.

Section 5.3 Insurance by Owner. It shall be the responsibility of each Owner to provide as the Owner sees fit, at his/her own expense, insurance for his/her Lot against loss or damage by fire or other hazards, liability, theft and other insurance covering personal property damage and loss.

Section 5.4 Damage or Destruction of Lots. In the event of damage or destruction to any Lot or the improvements thereon due to fire or other adversity or disaster, the Owner thereof shall promptly repair and restore the Lot to substantially the same condition as existed prior to such damage or destruction as soon as reasonably practicable.

Section 5.5 Common Areas.

A. By Casualty. In the event of damage or destruction of any Common Areas due to fire or other adversity or disaster, the Association shall promptly repair, replace and rehabilitate all structures and things damaged or destroyed to a condition substantially similar to their prior condition to the extent practicable, and any insurance proceeds payable from policies procured by the Association on account of any loss or damage to Common Areas shall be used to defray the cost of such loss or damage. Should insurance proceeds be insufficient or fail to cover the loss, a Special Assessment may be levied by the Board, without the approval of Owners, against all Lots to restore or rebuild said improvements.

B. By Owner. In the event of damage or destruction of any Common Areas due to the negligence of willful conduct of an Owner, his/her lessees, guests or invitees, the Association shall promptly repair, replace and rehabilitate all structures and things damaged or destroyed to a condition substantially similar to their prior condition to the extent practicable and the cost thereof, including any attorney's fees incurred in connection therewith, shall be the personal obligation of such Owner and shall become part of the assessment to which his/her Lot is subject.

ARTICLE 6
ARCHITECTURAL CONTROL

Section 6.1 Architectural Committee. The Board may designate an Architectural Committee composed of a minimum of three (3) members, one of which shall be a director who shall serve as its chairperson. In the event a conflict of interest arises wherein a member of the Architectural Committee wishes to alter, remodel, and/or add to his/her existing structure, a

substitute member shall be appointed by the Board to the Architectural Committee to, in conjunction with the remaining two (2) members of the Committee, approve or disapprove said plans and specifications. If no Architectural Committee is appointed, the Board shall exercise the architectural authority granted under this Declaration.

Section 6.2 Architectural Guidelines. The Architectural Committee shall have the right, exercisable in its sole discretion, to promulgate and amend written rules and regulations concerning construction and building specifications, subject to Board approval.

Section 6.3 Approval Required. Prior to making any improvements or adding any structures on a Lot, whether such improvements or structures are initial improvements or structures or later alterations, modifications or other changes, an Owner shall obtain the written approval of the Architectural Committee. The Owner shall submit to the Architectural Committee two (2) complete sets of plans for the proposed improvements, specifications (including exterior color schemes) and plot plans which shall include the location of structures ("Plans"). Approval of the Plans shall be evidenced by the written endorsement of the Architectural Committee made thereon and a copy shall be provided to the Owner prior to the beginning of any construction. One (1) set of Plans shall be retained by the Architectural Committee. No changes or deviations in or from the Plans, insofar as the exterior of the proposed improvements are concerned, shall be made without the written approval of the Architectural Committee. After construction is completed, no changes shall be made, including no change of exterior color, without the written permission of the Architectural Committee. For purposes of this Article, architecture and improvements shall be deemed to include, but not limited to, structures, fixtures, walls, fences, copings, awnings, sunshades, flagpoles, landscaping and any and all other related matters.

Section 6.4 Plan Specifications. All Plans must meet the following minimum criteria and such further criteria as the Architectural Committee promulgates:

- (a) Be in accordance with the provisions of this Declaration and written rules and regulations of the Architectural Committee;
- (b) The location, style of architecture, exterior color schemes, height, types of improvements and location of exterior lights, shall all be in harmony with the general surroundings of the buildings or structures in the Properties or proposed buildings or structures on any Lot subject to this Declaration; and
- (c) Be in sufficient detail to permit the Architectural Committee to make their determination.

Section 6.5 Time for Review. The Architectural Committee shall approve or disapprove Plans within thirty (30) days from receipt thereof; provided, however, that if the Architectural Committee retains a consultant (architect, engineer or otherwise) to review the Plans prior to the expiration of such time, it shall have a total of sixty (60) days to make its determination to

approve or disapprove such Plans. Should the Architectural Committee fail to approve or disapprove Plans within the time frame set forth herein, such Plans shall be deemed approved.

Section 6.6 **Review Fee.** The Association may charge an applicant for architectural approval a fee as part of the submission of Plans to reimburse the Association for any consulting fees (architectural, engineering or otherwise) incurred by the Architectural Committee in reviewing the submission.

Section 6.7 **Discretion of Committee.** The Architectural Committee shall have the right to disapprove any plans or specifications submitted to it which, in its sole discretion, are not in harmony with the general surroundings or this Declaration or are incomplete. The decision of the Architectural Committee shall be final.

Section 6.8 **No Liability.** Neither the Association nor the Architectural Committee shall be responsible in any way for any defects in any plans or specifications submitted in accordance with the foregoing, nor for any structural defects in any buildings or structures erected according to such plans or specifications.

ARTICLE 7 USE RESTRICTIONS

Section 7.1 **Permitted Structures.** No improvement or structure whatsoever, other than a first-class private dwelling house, patio walls, swimming pool and customary outbuildings, and garage, may be erected, placed or maintained on any Lot. No temporary house, house trailer, motorhome, tent, garage, camper, boat or outbuilding of any kind shall be placed, erected or maintained on any Lot for use as living quarters.

Section 7.2 **Residential Purposes.** All Lots shall be used for private residential purposes; provided, however, that a home occupation or trade shall be allowed under the following conditions: (i) it is contained wholly within a residence; (ii) it does not involve frequent or annoying traffic (cars or pedestrian) on the Property; and (iii) it does not create noise, inconvenience, or disturbance to other residents of the Property. Garage and estate sales are strictly prohibited.

Section 7.3 **Leasing.** No portion of a Lot may be leased other than the entire Lot, and then only to a single family (any number of people related by blood, marriage or adoption, or no more than five (5) unrelated persons customarily living together as a single household). No Lot may be leased for an initial term of less than thirty (30) days.

Section 7.4 **Signs.** No signs shall be erected, placed or permitted to remain on any Lot except: (1) a commercially produced "For Lease" or "For Sale" sign of industry standard size and a sign rider of industry standard size; (2) name plates as approved by the Architectural Committee; (3) political signs as set forth in A.R.S. §33-1808; (4) signs required by legal proceedings; and (5) such other signs as may be approved by the Board.

Section 7.5 Animals. No animals, including but not limited to horses, livestock, poultry, or bees, shall be kept or maintained on any Lot; provided, however, that a reasonable number of dogs, cats, fish and other household pets may be kept on a Lot so long as such pets are not kept for commercial purposes, do not make objectionable noises and are not kept in such number or manner as to otherwise cause a nuisance or inconvenience to any residents within the Property and are kept in compliance with all existing applicable local ordinances. The Board shall have the right to determine, in its sole discretion, whether certain household pets, their number, or the manner in which they are kept constitute a nuisance on any Lot and may require the owner thereof to remove such pets from the Lot.

Section 7.6 Nuisances. No rubbish or debris of any kind shall be allowed to accumulate or be placed on any Lot so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to other occupants within the Property, and no noise, condition, or activity shall exist on any Lot which is or may be unsightly, offensive or detrimental to other residents within the Property. The Board shall have the right to determine, in its sole discretion, whether any act or condition on a Lot constitutes a nuisance, including an Owner's failure to maintain his/her Lot and the improvements thereon in a neat and attractive condition. Any violation of a federal, state or municipal law shall be deemed a nuisance.

Section 7.7 Resubdivision. No Lot shall be resubdivided except for the purpose of combining the resubdivided portions with another adjoining Lot or Lots.

Section 7.8 Corner Lots. No shrubs, trees or obstructions of any kind shall be placed on corner Lots in such a manner as to cause a traffic hazard.

Section 7.9 Native Growth. The natural growth on the Property shall not be destroyed or removed except as approved in writing by the Architectural Committee. In the event such growth is removed, except as stated above, the Architectural Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner responsible for such removal.

Section 7.10 Drainage. There shall be no interference with or change to the established drainage pattern over any portion of the Property unless adequate provision is made for proper drainage in conformance with municipal code.

Section 7.11 Trash. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition and shall not be kept in view of any Lot or street except for a reasonable amount of time (not more than twenty-four (24) hours) for the purpose of collection. The Association may contract with a single trash collection vendor for all of the Lots, the cost of which shall be made part of the annual assessment levied against each Lot.

Section 7.12 Vehicles, Parking and Storage.

A. **Parking on Lots.** Passenger vehicles shall be parked only in garages; provided, however, that passenger vehicles may be parked on a driveway if the garage is insufficient, as designed, to accommodate the residents' vehicles and for guest parking.

B. **Parking on Common Areas.** Vehicles may be parked on the street on a temporary basis (no more than four(4) hours within a twenty-four (24) hour period). Designated parking in the Common Areas is for guest parking only.

C. **Commercial and Recreational Vehicles.** No commercial vehicle may be parked on a Lot or on the street except those that are exempt under A.R.S. §33-1809, or parked on a temporary basis in connection with work being performed on a Lot. No recreational vehicles (including, but not limited to, motorhomes, campers, trailers, and boats) shall be parked on any portion of the Property except within the confines of a standard-sized garage; provided, however, that such recreational vehicles may be parked on the driveway or designated parking areas in the Common Areas for a period of not more than seventy-two (72) hours in any seven (7) day period and not more than one-hundred and forty-four (144) hours in any thirty (30) day period for the purpose of loading or unloading or for providing parking for guests of the occupant of a Lot. The use or occupancy of recreational vehicles as living quarters on either a temporary or permanent basis is strictly prohibited.

D. **Repairs; Inoperable Vehicles.** There shall be no automobile repairs (other than minor repairs (changing oil or tires)) on any portion of the Property except in an enclosed garage. No dead, junk, wrecked, unregistered or inoperable vehicles may be parked on Common Areas or on any Lot (except in a fully enclosed garage).

E. **Garages.** Garages doors shall be kept closed except for the purposes of ingress and egress.

F. **Rules.** The Rules may provide additional vehicle and parking regulations for the Common Areas. The Association shall have the right to tow any vehicle from the Common Areas parked in violation of this Declaration or the Rules.

Section 7.13 Antennas; Satellite Dishes. No exterior antenna or other device for the transmission or reception of television, radio or other signals (except television antennae and fixed wireless devices that are one (1) meter or less in diameter) shall be erected or maintained on any Lot without the Association's prior written approval. Television antennae and fixed wireless devices that are one (1) meter or less in diameter should be installed so as not to be visible from neighboring Lots so long as an acceptable signal can be obtained, and should be painted to match the Improvements on the Lot if such painting does not void the device's warranty.

Section 7.14 Equipment. Mechanical and electrical equipment shall, within reason, be concealed from the view of any adjoining street front or Lot, including, without limitation, HVAC equipment, evaporative coolers and pool pumps. No such equipment shall be permitted to remain exposed at the side or rear of any Lot unless reasonably concealed by planting, walls or fencing. Clotheslines shall be of a retractable type concealed from view of neighboring Lots and streets.

Section 7.15 Exterior Lighting. All exterior lights shall be located and maintained so as not to be directed toward or interfere with surrounding Lots or streets.

Section 7.16 Maintenance of Lots. The maintenance, repair, upkeep of a Lot and all the improvements and landscaping thereon shall be the sole responsibility of each Owner, including, but not limited to, the sewer line from the Lot to its connection to the main sewer line in the street. In the event that any portion of a Lot is not maintained in a well-kept condition, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and give notice thereof to the Owner that unless corrective action is taken within a reasonable time (not less than thirty (30) days), the Board may cause such action to be taken at said Owner's expense. If, at the expiration of such period of time, the requisite corrective action has not been undertaken by the Owner, the Board shall be authorized and empowered to cause such action to be taken, without being deemed guilty of any trespass, and the costs thereof shall be collectible in the same manner as an assessment.

Section 7.17 Shrubs, Trees and Grasses.

A. No shrubs, trees or obstructions of any kind shall be placed on corner Lots in such places as to cause a traffic hazard.

B. Bermuda grass, except that of a variety recognized to be pollen free and approved in writing by the Architectural Committee, shall not be grown on any Lot.

C. Buffelgrass, Fountain Grass and other invasive species shall not be permitted to grow on any Lot.

D. All trees and other vegetation planted on a Lot shall be kept trimmed to a height which will not materially interfere with views from neighboring building sites; provided, however, that Owners shall be solely responsible for enforcement of this restriction and any disputes between owners regarding same shall be resolved as set forth in Article 3, Section 3.5(F).

**ARTICLE 8
GENERAL PROVISIONS**

Section 8.1 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, or charges now or hereafter imposed by the provisions of this Declaration. In

the event of such litigation, the prevailing party shall be entitled to recover its attorney's fees and costs.

Section 8.2 Attorney's Fees. In the event the Association employs an attorney to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Association in addition to any other amounts due or any other relief or remedy obtained against said Owner. Such attorneys' fees and costs shall be added to and become part of the assessment to which such Owner's Lot is subject.

Section 8.3 No Waiver. No delay or omission on the part of the Association or any Owner in exercising the right of enforcement hereunder shall be construed as a waiver of any breach of any of the restrictions and covenants herein contained or acquiescence of any breach hereof and no right of action shall accrue against the Association or any Owner for their neglect or refusal to exercise such right of enforcement.

Section 8.4 Amendments. The covenants, conditions and restrictions contained in this Declaration may be repealed, altered, or amended, or substitute covenants, conditions and restrictions adopted at any time by the vote or written consent of Owners representing at least fifty-one percent (51%) of the Lots. Any such amendment, executed by the President or Vice President of the Association and certifying that the amendment was made in accordance with this Section, shall be recorded with the County Recorder for Pima County, Arizona within thirty (30) days of its adoption.

Section 8.5 Interpretation. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions of this Declaration shall be final, conclusive, and binding as to all Persons and property benefited or bound hereby.

Section 8.6 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 8.7 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 others.

Section 8.8 Captions and Titles. All captions, titles, and headings of the Articles and Sections set forth in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any provision hereof or to be used in determining the intent or context thereof.

The undersigned hereby certifies that this Amended and Restated Declaration of Establishment of Conditions, Covenants and Restrictions for Sunrise Mountain View Estates was approved by Owners representing at least fifty-one percent (51%) of the total votes held by Owners.

SUNRISE MOUNTAIN VIEW ESTATES HOMEOWNERS ASSOCIATION, INC., an Arizona nonprofit corporation.

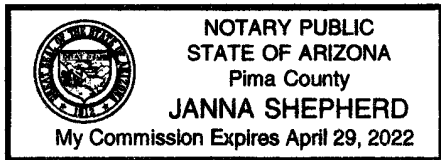
By: Kathryn Guerin Mitton
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 17th day of FEBRUARY, 2021 by KATHRYN G. MITTON in her capacity as President of Sunrise Mountain View Estates Homeowners Association, Inc., an Arizona nonprofit corporation.

[Signature]
Notary Public

My Commission Expires: 04/29/2022



GABRIELLA CÁZARES-KELLY, RECORDER

Recorded By: AMH

DEPUTY RECORDER

5010



SEQUENCE: 20211940610

NO. PAGES: 3

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MAIL

WENDY EHRLICH

9671 N HORIZON VISTA PL

ORO VALLEY AZ 85704

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF ESTABLISHMENT
OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
SUNRISE MOUNTAIN VIEW ESTATES**

WHEREAS, the Amended and Restated Declaration of Establishment of Conditions, Covenants and Restrictions for Sunrise Mountain View Estates ("Declaration") recorded on February 24, 2021 at Seq. No. 20210550194 in the official records of Pima County, Arizona provides in Article 8, Section 8.4 that its terms and provisions may be amended by the written consent of Owners representing at least fifty-one percent (51%) of the Lots;

NOW, THEREFORE, Owners of not less than fifty-one percent (51%) of the Lots have provided their written consent to the following amendment to the Declaration:

1. **Article 7, Section 7.3 shall be deleted in its entirety and replaced with the following:**

Section 7.3 Leasing.

A. **Lot Restrictions.** No portion of a Lot may be leased other than the entire Lot, and then only to a single family (any number of people related by blood, marriage or adoption, or no more than four (4) unrelated persons customarily living together as a single household). Effective June 1st, 2022, no Lot may be leased for an initial term of less than sixty (60) days.

B. **Community Restriction.** The number of Lots in the Property that may be leased at any one time shall be restricted to ten percent (10%) of the total number of Lots ("Leasing Limitation"); provided, however, that the Leasing Limitation shall not apply to the following: (i) a Lot owned by the same Owner(s) as when this Amendment was recorded (or a trust created by such Owner(s)); or (ii) a Lot whose Owner has been granted a hardship exception by the Board of Directors.

C. **Lease Approval Required.** In order to preserve the Leasing Limitation, no Owner may lease his Lot except upon written request to the Association, and as long as the number of leased Lots is less than the Leasing Limitation, the Association shall grant such a request in writing within thirty (30) days. When the percentage of rentals exceeds the Leasing Limitation, an Owner who wishes to lease his lot shall be placed on a waiting list.

D. Policies and Procedures. The Rules shall set forth the policies and procedures related to the Leasing Limitation, including, but not limited to, the order of priority on the initial waiting list formed after this amendment is adopted and subsequent additions and deletions thereto, hardship exceptions, and how the Board will determine the number of rentals in the community at any one time.

E. Lease Information Required. At least ten (10) days before the commencement of a lease term for a Lot, the Owner thereof shall provide the following information to the Association in writing:

- (i) the commencement date and expiration date of the lease term;
- (ii) the names and contact information of any adults occupying the Lot during the lease term;
- (iii) a description and the license plate numbers of the tenants' vehicles; and
- (iv) the address and telephone number at which the Owner (or Owner's agent) can be contacted by the Association during the lease term.

F. Tenant Compliance with Declaration and Rules. Any agreement for the lease of a Lot shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Rules and that any failure by the tenant to comply with the terms thereof shall be a default under the lease. Any Owner who leases a Lot must provide the tenant with copies of this Declaration and the Rules. The Owner shall be liable for any violation of this Declaration or the Rules by his tenants or other persons residing in the Lot, their guests or invitees, and in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

2. All other provisions of the Declaration shall remain in full force and effect.

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. . . .

The undersigned hereby certifies that this First Amendment to the Declaration was approved by the written consent of Owners representing at least fifty-one percent (51%) of the Lots on the 6 day of July 6, 2021.

SUNRISE MOUNTAIN VIEW ESTATES HOMEOWERS ASSOCIATION, INC., an Arizona nonprofit corporation.

By: Kathryn G. Milton
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 6 day of July, 2021 by Kathryn G. Milton in her capacity as President of Sunrise Mountain View Estates Homeowners Association, Inc., an Arizona nonprofit corporation.

Cheyenne Pilarowski

Notary Public

My Commission Expires: July 01, 2024

