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Amended and Restated
Declaration
of
Covenants, Conditions and Restrictions
for SpringPointe

A.K.A. A Portion of Colonia de los Alamos
(Per Book 26, Page 9 of Maps and Plats)

This amended and restated declaration, dated this fifth day of February, 2003, was adopted by the Owners of Lots within SpringPointe upon the consent of the Owners of not less than sixty-seven percent (67%) of the Lots.

Recitals

Whereas, a Declaration of Establishment of Covenants, Conditions and Restrictions of a portion of Colonia de los Alamos ("the Declaration") was recorded in the office of the Pima County Recorder's Office on May 7, 1984 at Docket 7277 at Pages 37 through 103; and

Whereas, a First Amendment to this Declaration was recorded in the Pima County Recorder's Office on July 31, 1984 at Docket 7338 at Pages 321 and 322; and

Whereas, a Second Amendment to the Declaration was recorded in the Pima County Recorder's Office on July 8, 1992 at Docket 9337 at Pages 1483 through 1488; and

Whereas, a Third Amendment to the Declaration was recorded in the Pima County Recorder's Office on October 22, 1992 at Docket 9492 at Pages 48 through 52; and

Whereas, a Fourth Amendment to the Declaration was recorded in the Pima County Recorder's Office on November 11, 1997 at Docket 10671 at Pages 850 through 852; and

Whereas, the Declaration as amended imposes certain covenants, conditions and restrictions on the real property known as a portion of Colonia de los Alamos as described in the plat of record filed in the Office of the Pima County Recorder in Book 26 of Maps and Plats at Page 9; and

Whereas, Section 8.02 of the Declaration provides that the Declaration may be amended upon the approval and consent of the Owners of not less than sixty-seven percent (67%) of the Dwelling Units and becomes effective when recorded in the Office of the Pima County Recorder; and

Whereas, Section 8.02 of the Declaration provides that certain amendments must be approved by the vote of at least fifty-one percent (51%) of the Eligible Mortgage Holders and as of the date of adoption of this Restated Declaration there are no Eligible Mortgage Holders, i.e., any holder of a first mortgage on a Dwelling unit which has requested notice of certain matter in accordance with this Declaration; and

Whereas, the owners of at least sixty-seven percent (67%) of the Dwelling Units have agreed to this Restatement and Amendment of the Declaration of Covenants, Conditions and Restrictions for SpringPointe.

Now therefore, the property described in Exhibit A, attached hereto, recorded as a portion of Colonia de los Alamos in Book 26 of Maps and Plats at Page 9 shall be held, sold, and conveyed **subject to the following easements, 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 shall run with the Property and shall bind all parties having or acquiring any right, title, or interest in the Property and shall inure to the benefit of each such Owner.

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Definitions

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Article 1. Definitions

- 1.1 **Articles** refer to the Articles of Incorporation of the Association and any amendments which are filed in the Office of the Arizona Corporation Commission.
- 1.2 **Association** refers to the SpringPointe Homeowners Association, Inc., an Arizona non-profit corporation.
- 1.3 **Board** means the Board of Directors of the Association.
- 1.4 **Bylaws** refers to the operating procedures of the corporation, together with any amendments.
- 1.5 **Common Area(s) or Common Property** means all of the real property designated as Common Area on the Plat as defined in Section 1.15, whether improved or unimproved, owned by the Association for the common use and enjoyment of the Owners. The Common Area includes, but is not limited to: all recreational facilities including private streets/ cul-de-sacs and associated islands, parking areas, and natural open areas. Common Property also includes any real or personal property owned by or leased by the Association.
- 1.6 **Covenant** means an agreement.
- 1.7 **Cul-de-sac** means a private dead-end street; street with an intersection on one end and a closed turning area on the other; often valued in the design of residential subdivisions for the privacy provided to homes on the street.

Article 1: Definitions

- 1.8 **Declaration** means this recorded document containing the covenants, conditions and restrictions and any amendments approved by the Owners of Dwelling Units.
- 1.9 **Dwelling Unit or Unit** means the real property encompassed within the boundary lines surrounding the numbered designation for the Dwelling Unit as shown on the Plat, together with any improvements placed within the confines of said boundary, including a two-car garage or a carport.
- 1.10 **Established Drainage** means the drainage which exists at the time the overall grading of the Property is completed, or which is shown on the Plat or on any plans conforming to applicable rules, regulations, ordinances and drainage criteria approved by the applicable governing body or its duly appointed representative.
- 1.11 **Governing Documents** refers to this Declaration, as amended from time to time, the Bylaws, the Articles of Incorporation, and the Rules and Regulations adopted by the Board.
- 1.12 **Lot** refers to any numbered parcel of real property shown on the Plat, together with the Dwelling Unit constructed on the Lot.
- 1.13 **Member** refers to every person and/or entity entitled to membership as provided in Article V Section 5.2 and 5.3 of this Declaration.
- 1.14 **Mortgage** means any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered and the term "first mortgagee" means the holder of any mortgage under which the interest of any Owner of a Dwelling Unit is encumbered and which mortgage has first and paramount priority, subject only to the lien for real estate property taxes and governmental assessments.

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Article 1: Definitions

1.15 Owner(s) or Homeowner(s) shall refer to:

1.15.1 the Owner of record, whether one or more persons or entities, of beneficial title in fee simple (absolute ownership of real property) of any Dwelling Unit;

1.15.2 the purchaser/vendee of a Dwelling Unit under a recorded executory contract for the sale of real property;

1.15.3 the beneficiary(ies) under a living trust agreement or similar agreement who is (are) entitled to the benefits of ownership of a Dwelling Unit or Unit.

1.15.4 an Owner does not include a person who holds an interest in a Dwelling Unit as security for the performance of any obligation, or a lessee or tenant of an Owner, or the seller under an executory contract.

1.16 Person means an individual, trust, estate, partnership, association, company or corporation having certain legal rights and responsibilities.

1.17 Plat means the subdivision plat covering the Property under the name "Colonia de los Alamos", recorded in Book 26 of Maps and Plats at Page 9, in the office of the County Recorder of Pima County, Arizona. Notwithstanding anything contained in the Plat to the contrary, any reference to items 15 and 26, or otherwise as stated in the "General Notes" of the Master Declaration of Establishment of Covenants, Conditions and Restrictions for Colonia de los Alamos, are not applicable to SpringPointe.

1.18 Property or Subdivision means all the real property identified in the Plat.

1.19 Recreational Area means natural open areas located within the Common Area.

Article 1: Definitions

- 1.20 **Rules** refers to those policies and procedures adopted by the Board and published from time to time which govern the conduct and actions of owners, tenants, visitors, and guests on the Lots and the Common Areas and which are not otherwise covered in the Governing Documents. Such Rules and Regulations, when adopted by the Board, have the same force and effect as the Covenants and Restrictions set forth in this Declaration.

- 1.21 **Telecommuting:** Performing job-related requirements using telecommunications to transmit data and textual messages to the central organizational office without being physically present.

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Article 2. General Provisions

General Provisions

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Article 2. General Provisions

2.1 Binding effect

- 2.1.1 By accepting a deed or acquiring any ownership interest in any of the Property, each person or entity for themselves, or itself, their heirs, personal representatives, successors, transferees and assigns, binds themselves, their heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof.
- 2.1.2 Each person by taking title to a Lot within SpringPointe acknowledges that this Declaration sets forth a general scheme for the Property and evidences their intent that all the restrictions, conditions, covenants, rules and regulations run with the land and are binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof.
- 2.1.3 Each such person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive and enforceable by the various subsequent and future owners of Lots.

2.2 General provisions regarding interpretation

- 2.2.1 **Interpretation.** The intent of the Governing Documents is to liberally carry out the purpose of creating a uniform plan for the development and operation of the subdivision. This Declaration shall be subject to and governed by the laws of the State of Arizona.
- 2.2.2 **Conflicts.** If there is any conflict among or between this Declaration, the Articles of Incorporation, the Bylaws, or the published Rules, the provisions of this Declaration shall prevail. Thereafter, priority is as follows: Articles of Incorporation, Bylaws, and then the Published Rules

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Article 2: General Provisions

- 2.2.3 **Restrictions severable.** Notwithstanding anything to the contrary, all of the provisions of this Declaration are independent and severable. The invalidity or partial invalidity of any provision or any portion shall not affect the validity of enforceability of any other provision.
- 2.2.4 **Singular includes plural.** Unless the context requires a contrary construction, the singular includes the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- 2.2.5 **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 true intent and meaning of the provisions hereof.
- 2.3 **Term.** The provisions of this Declaration shall run with the land and continue and remain in full force and effect at all times and against all persons.
- 2.4 **Amendments.** This Declaration may be amended at any time by a document signed by the President and Secretary certifying the affirmative vote of not less than two thirds (2/3) of the then lot owners and shall become effective when recorded in the Office of the Pima County Recorder.
- 2.5 **Enforcement and non-waiver.**
- 2.5.1 **Enforcement.** The Association or any Owner has the right, but not the obligation, 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.

Article 2: General Provisions

2.5.2 **Violation of law.** This Declaration and any amendment shall be subject to all applicable governmental ordinances, subdivision regulations, and any future amendments. 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 declared a violation of the Governing Documents and subject to any or all of the enforcement procedures available to the Association.

2.5.3 **Remedies cumulative.** Each remedy set forth in the Governing Documents is cumulative and not exclusive.

2.5.4 **Non-waiver.** Failure by the Board, the Association or by any Owner to enforce any of the provisions of the Governing Documents at any time shall not constitute a waiver of the right thereafter to enforce any and all provisions of the Governing Documents.

2.6 **Delivery of notice and documents.** Any written notice or other documents relating to or required by the Governing Documents may be delivered either personally or by mail. If by mail, it is deemed delivered five (5) working days after it was deposited in the United States mail, postage prepaid, addressed as follows:

To the Association: SpringPointe Homeowners Association, Inc.
P.O. Box 801
Green Valley, AZ 85622

To the Owner: To the address of the Owner within the subdivision, or to any other address provided to the Association by the Owner.

2.7 **Mortgage protection under foreclosure.** Notwithstanding any other provisions of this Declaration, no amendment to this Declaration shall operate to defeat and render invalid the rights of a mortgagee or a beneficiary under a Deed of Trust upon a Dwelling Unit made in good faith and 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 Dwelling Unit shall remain subject to this Declaration, as amended.

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Article 2: General Provisions

2.8 **FHLMC interpretation.** So long as the Federal Home Loan Mortgage Corporation (FHLMC) holds any first mortgage, this Declaration shall be interpreted in conformity with all rules, regulations and requirements of the FHLMC applicable to conventional mortgages, in effect as of the day of this Declaration, or as hereafter amended, and any provision hereof which is inconsistent therewith shall be deemed to be modified to conform thereto.

2.9 **Green Valley Recreation, Inc. Master Deed Restrictions.**

2.9.1 Green Valley Recreation, Inc. (GVR) is a nonprofit corporation organized under the laws of the State of Arizona. GVR was formed for the purpose of maintaining facilities and services for the social and recreational uses in Green Valley. On November 8, 1978, Green Valley Recreation, Inc. recorded certain Master Deed Restriction in Docket 5900 at page 894, Pima County records. Lots 23 through 62, Block 40, and Lots 1 through 38, Block 41, and Lots 1 through 20, Block 42, of the SpringPointe subdivision are made subject to said master deed restriction.

2.9.2 The above described lots in Section 2.9 are within the jurisdictional area of Green Valley Recreation, and each owner and subsequent purchaser of a lot within the Property, by payment of the purchase price and acceptance of a deed, agrees for himself, his heirs, successors and assigns, to become and remain a member of Green Valley Recreation, Inc., or its successors and assigns, to be bound by regular or special assessments and membership dues assessed by Green Valley Recreation, Inc., and to comply with all provisions of the Articles of Incorporation and Bylaws of Green Valley Recreation, Inc., provided, however, that no additional initiation fee shall be charged to any lot for which an initiation fee has heretofore been paid.

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Article 3: Use and Restrictions

Lot	Block	Address
21	42	a.k.a. 424 W Via Alamos
22	42	a.k.a. 416 W Via Alamos
23	42	a.k.a. 408 W Via Alamos
24	42	a.k.a. 400 W Via Alamos
25	42	a.k.a. 1661 N Rio Yaqui
26	42	a.k.a. 1665 N Rio Yaqui
27	42	a.k.a. 1669 N Rio Yaqui
28	42	a.k.a. 1673 N Rio Yaqui

3.2.4 Following the recordation of this amended and restated Declaration, except for Lots 21-28, as listed above, all sales of the above Dwelling Units shall be subject to these age restrictions. If any Unit is sold hereafter and does not become occupied by at least one person fifty-five (55) years of age or older, it shall be deemed a violation of this Section and the Association is entitled to bring at action at law or equity to remove such persons from the Dwelling Unit.

3.2.5 It is the obligation of each Owner to verify that at least one occupant per household is at least fifty-five (55) years of age. The Association has the right to require such age verification at any time to ensure compliance with the Fair Housing Act.

3.2.6 If any owner who is occupying a dwelling Unit and is fifty-five (55) years of age or older dies and bequeaths the Dwelling Unit or such Dwelling Unit is transferred by intestate succession to a surviving spouse or other cohabitant previously residing with the decedent Owner, that person, even if he/she is under the age of fifty-five (55), shall be permitted to continue to reside in the Dwelling Unit without being in violation of this Section of the declaration.

Article 3: Use and Restrictions

3.2.7 This section restricts the age of the occupants in any Dwelling Unit and not the age of the Owner of the Dwelling Unit who is not occupying the Dwelling Unit.

3.2.8 In addition, nothing in this section shall be construed to limit the use of any Common Area based upon that person's age.

3.2.9 For the sole purpose of amending Section 3.2 of this Amended and Restated Declaration, the approval of the Owners of a majority of Lots is required. Such amendment shall be in writing, certified by the President and Secretary that the requisite number of votes were obtained and recorded in the office of the Pima county Recorder.

3.3 **Private residential purposes.** All property within the subdivision shall be held, used and enjoyed, subject to the following limitations and restrictions:

3.3.1 Dwelling Units shall be occupied and used primarily by the respective Owners for private residential use of the Owner, its family, tenants and social guests.

3.3.2 **Operation of a business.** Home based occupations (including telecommuting) by an Owner may be conducted only within the living area of a Dwelling Unit under the following restrictions: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) no signs indicating the operation of the business are permitted; (d) the business activity does not involve any person conducting such business who does not reside in the Properties or door-to-door solicitation of residents on the Properties; (e) the existence or operation of the business does not increase that dwelling's use of Common Area facilities over that standard for a single family; (f) no manufacturing is permitted;

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Article 3: Use and Restrictions

(g) the existence or operation of the business does not require customers or delivery trucks to visit the residence; (h) the business activity does not alter the character of the neighborhood as a single family residential community; and/or (i) the business activity does not constitute a nuisance or become an annoyance to the neighborhood, or constitute a hazardous or offensive use, or cause the Owner of the Lot to violate any other provisions of this Declaration, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

- 3.4 Renting.** Each Owner has the right to lease or rent their Dwelling Unit provided such lease or rental agreement provides that the failure of any lessee/tenant to comply with the Governing Documents is a default under the lease.
- 3.5 Right of exterior inspection.** During reasonable hours, any member of the Board or its authorized representative has the right upon reasonable notice to the Owner to enter upon and inspect the Lot (except the interior of Dwelling Units), to ascertain whether or not the provisions of the Governing Documents have been or are being complied with, and such person is not guilty of trespass by reason of such entry.
- 3.6 Violation of Rules.** If any Owner, their family or any licensee, tenant or lessee or guest violates the Governing Documents, the Board may, in addition to any other right of enforcement, and after notice of the violation and an opportunity for a hearing, suspend the right of such person to use the Common Areas, under such conditions as the Board may specify, for a period not to exceed sixty (60) days for each violation or for so long as the violation continues, whichever is greater.
- 3.7 Antennas and exterior additions.** Subject to the Telecommunications Act of 1996, exterior antennas or other devices for reception of television signals, including satellite dishes, shall be placed to the extent feasible in locations that are not visible from the street, cul-de-sac or common area. Details showing size, location and height shall be submitted to the Board of Directors prior to erecting such antennas or devices. Exterior devices,

Article 3: Use and Restrictions

additions, structures or accessory buildings other than initially installed by the Developer, including Ham radio antennas, shall not be constructed or placed on a lot (including the roof).

- 3.8 **Insurance rates.** Nothing shall be done or kept on any Lot or Common Area which will increase the rate of insurance on such property nor shall anything be done or kept on any Dwelling Unit or Common Areas which will result in the cancellation of insurance on any such property or which would be in violation of any law.
- 3.9 **Signs.** No signs of any kind shall be displayed which are visible from any adjacent Lot or the Common Area without the approval of the Board except: (a) Signs which are required by legal proceedings; (b) Standard real estate signs indicating a Dwelling Unit is for sale or lease; (c) Any other signs which are approved by the Board, which in its sole discretion has the right to specify the nature, composition, number, size and location of such signs.
- 3.10 **Animals.** Only generally recognized house pets are allowed provided that they are not kept, bred or maintained for commercial purposes. Upon the written request of any Owner, the Board has the right to conclusively determine, in its sole and absolute discretion, whether: (a) a particular house pet is generally recognized as such; (b) a pet has become a nuisance; (c) the number of house pets is reasonable.
- 3.11 **Nuisances.** On the written request of an Owner, the Board has the responsibility to determine the existence of any nuisance and plan an equitable solution with the parties involved.
- 3.12 **Common Area growth and planting.** The Board's written approval is required before any person may plant or remove existing growth in the Common Areas.
- 3.13 **Drainage.** No person may interfere with the established drainage pattern over any Lot or the private drainageways or easements within the subdivision, unless adequate provision is made for proper drainage conforming to Pima County rules, regulations, ordinances and drainage criteria and is approved by the applicable governing body or its duly appointed representative.

Article 3: Use and Restrictions

- 3.14 Inappropriate articles.** No inappropriate articles are permitted to remain so as to be visible from adjacent Dwelling Units or from the Common Areas or streets. The following shall be kept within an enclosed structure or appropriately screened from view except when necessary to effect such collection: (a) trash containers; (b) shrub or tree clippings; (c) wood piles; (d) storage piles; (e) machinery.
- 3.15 Trash removal.** All rubbish, trash or garbage shall be removed from the Dwelling Units and shall not be allowed to accumulate on any Lot. The Board has the right to contract for the services of one trash removal service for the benefit of the Membership, the cost of which will be either assessed against the individual Owners by the Association or billed directly by the trash removal service company to the Owner, who agrees to pay such charges.
- 3.15.1 The purpose of contracting with a single vendor will be to achieve a cost savings for each member and reduce the traffic throughout SpringPointe.
- 3.15.2 Trash/garbage containers shall be set out to the curb no earlier than the evening before the day of any scheduled collection and shall be removed from view on the same day of collection.
- 3.16 Vehicles/carports/garages.** The use of all vehicles, including but not limited to trucks, automobiles, bicycles and motorcycles is subject to the Rules, which may prohibit or limit the use thereof, provide parking regulations, or generally regulate same.
- 3.16.1 Any and all items stored in a carport/garage area shall be stored so as to conceal such items from view from adjoining Lots or from the Common Areas and streets.

Article 3: Use and Restrictions

3.16.2 In the case of a garage, garage doors shall be kept closed, except when reasonably necessary for entering, exiting and normal day-to-day activities which require the utilization of the garage.

3.16.3 At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories.

3.16.4 The storage or day-to-day parking of any recreational vehicle, commercial vehicle camper or boat other than completely within Owner's carport/garage is prohibited, subject to the Rules. Recreational vehicles may be parked in the cul-de-sacs or driveways for a maximum of forty-eight (48) hours for the purposes of loading and unloading.

3.17 **Clotheslines.** No exterior permanent clothes lines or poles shall be erected or maintained.

3.18 **Diseases and insects.** No Owner shall permit anything or any condition to exist upon any property within the subdivision which shall induce, breed or harbor infectious plant diseases or noxious insects.

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Article 4. Architectural Control, Easements, Common Walls

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Article 4
Architectural Control,
Easements, Common Walls

4.1 Architectural control

- 4.1.1 The Board shall promulgate Architectural Guidelines and appoint an Architectural Committee composed of three (3) or more representatives who shall be responsible for maintaining the harmony of external design and location of improvements on the Lots in relation to surrounding structures and topography.
- 4.1.2 All exterior additions to, changes in, or alterations of an Owner's Lot, Dwelling Unit, or common wall, requires prior written approval of the Board. No construction changes or alterations shall commence before the Owner receives written approval.
- 4.1.3 If an Owner fails to obtain prior written architectural approval or constructs any improvement in a manner which is contrary to the approved plans, the Owner will be required to remove such construction at the Owner's expense, and shall pay any attorney fees and litigation expenses incurred by the Association in bringing the Lot into compliance.
- 4.1.4 The plans and specifications submitted to the Board for approval must include the following: (a) Copy of the building permit obtained from Pima County if required; (b) the nature, kind, shape, height, materials, color, and location of the proposed improvement on the Lot.
- 4.1.5 The Board shall provide its written approval or disapproval to the Owner of the plan within a reasonable time after its receipt.

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Article 4: Architectural Control, Easements, Common Walls

- 4.2 Easement encroachments.** Except for Lots 51 and 52 in Block 40, each Dwelling Unit and the Common Area are subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer, including footings and walls thereon.
- 4.2.1 Each Dwelling Unit is limited to an easement for encroachment for rear and or side patio walls and footings not to exceed five (5) feet into the Common Area as established by the developer at time of construction.
- 4.2.2 In the event Dwelling Units are partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments on parts of the adjacent Dwelling Units or Common Area due to construction are permitted and that a valid easement for these encroachments and the maintenance thereof shall exist.
- 4.3 Private drainage easements.** Each Owner of a Lot on which a private drainage easement is located is responsible for maintaining that easement and keeping it free and clear from all debris, refuse and any other foreign matter which shall in any way interfere with or hinder the free flow of water in the easement as originally constructed. Owners benefited by such easements do not have a cause of action against the Association if any such lot Owner fails to maintain such an easement.
- 4.4 Utility easements.** In addition to those specific easements shown on the Plat, a blanket easement is created upon, across, over and under the Common Areas for entering, exiting, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to: water; sewers; gas; telephones; electricity; television cable; communication lines and systems; delivery and collection of US mail. No utility or service lines may be installed or relocated on the Property except as initially designed and installed by the Developer or thereafter approved by the Board. This easement shall in no way affect any other recorded easements on the Property. In no event shall the easements specified above authorize the installation of utility or service lines under any permanent building on the Lot.

Article 4: Architectural Control, Easements, Common Walls

4.5 Easement for perimeter walls and other improvements. Only those perimeter walls and other improvements which were constructed by the Developer for the use of a particular Dwelling Unit, may encroach upon or encompass portions of the Common Area or adjacent Lots.

4.5.1 Other improvements include but are not limited to the following: driveways; walkways; exterior lighting; and drainage structures.

4.5.2 The Owner of a Lot on which such encroachments occur has, subject to the conditions hereinafter set forth, a perpetual permanent right for such walls and other improvements. In consideration thereof, such Owner agrees to maintain and keep in repair any such improvements encroaching upon the Common Area or adjacent Lots unless otherwise noted in Section 5.5.3 of this Declaration.

4.5.3 If any Owner demands that the Association maintain the Common Area within such perimeter wall, or maintain any improvements encroaching upon the Common Area or adjacent Lots which is the Owner's responsibility to repair as set forth in Section 5.5.1, then the Association or adjacent Lot Owner – as the case may be – has the absolute right, and may cause the Owner making such demand to remove at the Owner's expense, any improvement or perimeter wall, and to replace and rebuild such improvement or perimeter wall within the Owner's lot.

4.5.4 The right granted Owners under this Section is a property right of the Owner. Such property right may not be revoked or rescinded by the Association, its successors or assigns, once such right has been vested in an Owner, except upon an Owner's breach of the conditions set forth in the preceding paragraph.

4.6 Electrical service and telephone lines. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, except for the replacement of existing overhead lines. There shall not be any prohibition against the erection of temporary power or telephone structures incidental to construction.

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Article 4: Architectural Control, Easements, Common Walls

4.7 Common walls. The rights and duties of Owners with respect to common walls or fences are as follows:

- 4.7.1 Each wall, including patio walls and fences, which is constructed as a part of the original construction of the Dwelling Unit, any part of which is placed on or over the dividing line between separate Dwelling Units, is a common wall. Each of the adjoining Unit Owners shall assume the burden and be entitled to benefits recited in the general rules of law regarding common walls.
- 4.7.2 The Owners of contiguous Dwelling Units who have a common wall have reciprocal easements for support and an equal right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.
- 4.7.3 Unless other provisions of this Section 4.7 are applicable, the costs of reasonable repair and maintenance of a common wall shall be shared by the Owners who make use of the common wall in proportion to such use.
- 4.7.4 If any common wall is damaged or destroyed through the act of one adjoining Owner, or any of his guests or agents or members of his family, then the violating Owner is responsible for repair or replacement in a timely and professional manner.
- 4.7.5 If any common wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, their agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall be responsible for repair or replacement in a timely and professional manner.
- 4.7.6 In addition to meeting the other requirements of these Restrictions and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild their Dwelling Unit in any manner which requires the extension or other alteration of any common wall shall first obtain the written consent of the Board.

Article 4: Architectural Control, Easements, Common Walls

- 4.7.7 If there is a dispute between Owners with respect to the repair or rebuilding of a common wall, then upon written request of one of such Owners delivered to the Association, the matter shall be heard and determined by the Board.
- 4.7.8 Notwithstanding anything to the contrary, all of the above must be in compliance with Section 4.1: Architectural Control.

WILSON SECURITY

Article 5.

The Association, Membership, Maintenance

5 The Association, Membership, Maintenance

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Article 5 The Association, Membership, Maintenance

5.1 Organization

- 5.1.1 **Association.** The Association is an Arizona non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents.
- 5.1.2 **Board of Directors and officers.** The affairs of the Association are conducted by a Board of Directors and such officers as the Board elects or appoints, in accordance with the Governing Documents. The composition of the Board is defined in the Bylaws.
- 5.1.3 **Personal liability.** No member of the Board or any Committee of the Association or any officer or employee of the Association is 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, the Board, or any representative or employee of the Association or any Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by them, acted in good faith, without willful or intentional misconduct.
- 5.1.4 **Bylaws.** The Bylaws establish procedures for: electing members of the Board; selecting officers of the Association; calling regular and special meetings of the Members; amending the Bylaws; and providing for the day-to-day administrative duties of the Board and operation of the Association.

Article 5: The Association, Membership, Maintenance

5.2 Membership.

5.2.1 **Qualification.** Each current Owner of record is a Member of the Association for so long as ownership is maintained.

5.2.2 **Transfer of membership.** Membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of ownership of a Dwelling Unit, and then only to the new Owner. Any attempt to make a prohibited transfer is void. Any transfer of ownership of a Dwelling Unit automatically operates to transfer membership to the new Owner.

5.3 **Voting.** All Owners are entitled to one vote for each Dwelling Unit owned. When more than one person holds an interest in any Dwelling Unit, all such persons are members. The vote for such Dwelling Unit shall be exercised as the Owners determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Dwelling Unit.

5.4 **Suspension of voting rights.** Following written notice, the Board of Directors may suspend the voting rights and privileges allotted to an Owner during any period the Owner is delinquent in the payment of assessments or any other financial obligation to the Association or has failed to comply with any other provisions of the Governing Documents.

5.5 Exterior maintenance and repair

5.5.1 **Owner's responsibility.** Each Owner is responsible for maintaining and repairing the Dwelling Unit in a manner and with such frequency which keeps the Dwelling Unit in an attractive, well-kept and maintained condition in conformity with all other Dwelling Units in the Subdivision. Such maintenance and repair responsibilities include:

5.5.1.1 repair, upkeep and repaint the Dwelling Unit including sidewalks, driveways and all improvements on a Lot;

Article 5: The Association, Membership, Maintenance

- 5.5.1.2 maintain and repair of all exterior lighting fixtures on a Dwelling Unit;
- 5.5.1.3 repair of sewers from any type of blockage or any other condition from the point where the sewer line leaves the Dwelling Unit to its connecting point with a main sewer line in the county street or to the common sewer line in a cul-de-sac;
- 5.5.1.4 maintain, repair and repaint both sides of the perimeter yard walls or fences. If the wall or fence is a common wall or fence, an Owner is required to repair and repaint only that portion of the wall or fence which faces into the Owner's lot.

5.5.2 Enforcement procedures.

- 5.5.2.1 If any Owner fails to fulfill the obligations under this Section, the Association, upon the approval of two-thirds (2/3) of the members of the Board of Directors, has the right through its agents and employees to enter upon the Lot, and to repair, maintain, and restore the Dwelling Unit to the standards of the neighborhood provided reasonable notice is given to the Owner of the Dwelling Unit.
- 5.5.2.2 The cost of such exterior maintenance shall be added to and become part of the assessment to which such Dwelling Unit is subject. However, before the Board takes such action the Owner will be provided with written notice of the deficiency and thirty (30) days within which to remedy the condition.
- 5.5.2.3 The Board has the right to determine whether or not a Dwelling Unit is in need of maintenance, repair and upkeep, in keeping with the standards of the general neighborhood and shall use a reasonably high standard in its determination so that the Dwelling Units as a whole reflect a high pride of ownership.

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Article 5: The Association, Membership, Maintenance

5.5.2.4 Each Owner, or the Association, as the case may be, in conducting such exterior maintenance, repair or repainting, has the right to enter the Lot at reasonable times from the adjacent Dwelling Units, provided reasonable notice of such entry is first given to the Owner of the adjacent Dwelling Unit.

5.5.3 **Association's responsibility.** The Association is responsible for the maintenance, repair and upkeep of any Common Area improvements including, but not limited to: private streets/cul-de-sacs; sidewalks and parking areas; recreation facilities; landscaping; perimeter walls or fences.

5.6 **Common area.** The Association has all of the rights, duties and powers with respect to the Common Area as prescribed by law, and set forth in the Governing Documents.

Article 6.

Covenants for Maintenance Assessments

6 Covenants for Maintenance Assessments

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Article 6
Covenants for Maintenance
Assessments

- 6.1 Creation of the lien and personal obligation to pay assessments.** Each Owner, upon recordation of a deed to any Dwelling Unit, whether or not it is expressed in the deed agrees to pay to the association: (1) annual assessments or charges; and (2) special assessments as established by the Board and/or Association.
- 6.2 Purpose of assessments.** The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Members and their guests; maintain or improve the Common Areas on a regular basis so as to preserve the property values of the Dwelling Units; and for all other purposes set forth in the Governing Documents. The assessments established by the Board shall include an adequate General Operating Reserve for unforeseen expenses and a Capital Maintenance Fund to cover the planned maintenance, repairs and replacement of those elements of the Common Area owned by the Association that must be replaced on a periodic basis.
- 6.3 Annual assessment.**
- 6.3.1 Annual assessment overview.** The Board of Directors is vested with full authority and absolute discretion to determine the amount of the annual assessment, based upon the operating budget of the Association including appropriate reserves provided, however, that the amount of the annual assessment may not increase more than seven and one-half percent (7.5%) of the amount of the preceding annual assessment without the assent of not less than sixty-seven (67%) of the Lot Owners.

Article 6: Covenants for Maintenance Assessments

- 6.3.2 Notification to Owners of annual assessments.** The Board shall provide notice to the Owners of the amount of the Annual Assessment at least thirty (30) days prior to January 1 of each year. The Board may determine that the Annual Assessment is payable in equal monthly installments or on any other periodic basis. In the event that the Board determines that the annual assessment shall be payable in installments, at such time as any owner is delinquent in the payment of such installments, the Board has the right to accelerate the balance of the year's assessment, all of which shall be due within fifteen (15) days of written notice thereof by the Board.
- 6.3.3 Special assessments.** The Board shall determine the due date of any Special Assessment. In addition to the Regular Assessments, the Board 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 of the Common Area, provided that any such assessment shall have the assent of sixty percent (60%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.
- 6.3.4 Uniform rate of assessment.** Except as otherwise provided in this Declaration, all Assessments must be set at a uniform rate for all Lots (regardless of whether the Lot is improved or not improved).
- 6.3.5 Due dates for annual assessments.** Owners shall begin making their payment of the Annual Assessments on the first day of the month following the conveyance of a Lot to that Owner. This amount shall be adjusted according to the number of months remaining in the calendar year.

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Article 6: Covenants for Maintenance Assessments

6.3.6 **Reimbursement assessments.** The Association shall levy a Reimbursement Assessment against any Owner if a failure to comply with the Governing Documents has (1) necessitated an expenditure of money by the Association to bring the Owner or their Lot into compliance, including any attorney fees which were incurred by the Association; or (2) resulted in the imposition of a fine or penalty by the Board, after notice of the violation and an opportunity for a hearing has been given to the Owner. Reimbursement Assessments may be collected in the same manner as Annual Assessments.

6.3.7 **Effect of nonpayment 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 the Assessments in any manner provided by law or by either or both of the following procedures:

6.3.7.1 **By suit.** The Association may file a lawsuit against any Owner who is personally obligated to pay delinquent assessments. Any judgment obtained in the Association's favor shall include the amount of the delinquent assessments, any additional charges incurred by the Association, attorney fees and court costs and any other amounts which the court may award. A proceeding to obtain a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the Association's lien.

6.3.7.2 **By lien.** The Association's lien for any unpaid assessment arises when any assessment is not paid within fifteen (15) days of its due date. As more fully provided for in A.R.S.#33-1807, the recording of this Declaration constitutes record notice and perfection of the Association's lien. The Association is not required to record a lien, but may do so to provide notice to third parties of its interest in the Lot.

Article 6: Covenants for Maintenance Assessments

Except for the transfer of a Lot pursuant to foreclosure proceeding, the sale transfer of a Lot does not affect the Association's lien. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages. The lien for assessments is prior and superior to all other liens, except (1) all taxes, bonds, assessments and levies which, by law, would be superior thereto, and (2) the lien of any mortgage or deed of trust which is recorded before the date this Declaration was recorded.

6.3.8 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 in the process of collecting funds from any Owner. All additional charges shall be included in any judgment in any suit to collect delinquent assessments or may be levied against a Lot as a reimbursement assessment. Additional charges shall include, but not be limited to, the following:

- 6.3.8.1 Attorney fees.** Reasonable attorney 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;
- 6.3.8.2 Late charges.** A late charge, in an amount to be determined by the Board. An assessment is deemed to be delinquent if it is not paid within fifteen (15) days from the date it is due;
- 6.3.8.3 Costs of suit.** Litigation expenses and court costs incurred;

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Article 6: Covenants for Maintenance Assessments

- 6.3.8.4 **Interest.** Interest on all sums due from the Owner, including delinquent assessments, costs of collection, attorney fees and late charges, at an annual percentage rate to be established by the Board; and
- 6.3.8.5 **Other.** Any other additional costs which the Association may incur in the process of collecting delinquent assessments or other sums due to the Association.
- 6.3.9 **Application of payments.** All payments received by the Association shall be applied first to the principal amount due, which includes the late charges and any collection costs and attorney fees incurred by the Association, and then to any interest which has accrued on these sums.
- 6.3.10 **Statement of assessment lien.** Upon written request from any Owner, the Owner's agent, or the lienholder, the Association shall furnish the person who made the request with a written certificate, in a recordable form, signed by an officer or authorized agent of the Association, stating the amount of any assessment which is due and any additional charges secured by the lien upon their Lot. The Board of Directors may impose a reasonable charge for the issuance of that certificate.
- 6.3.11 **No exemption of owner.** No Owner is exempt from liability for the payment of assessments because they do not use or enjoy the Common Area, or has abandoned their Lot, or for any other reason, including any allegation that the Board is not performing its obligations under the Governing Documents.
- 6.3.12 **Subordination of the lien to mortgages.** The lien for assessments is subordinate to the lien of any first mortgage or deed of trust recorded against the Lot. The sale or transfer of any Lot does not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu

Article 7. Insurance Requirements

7 Insurance Requirements

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Article 7 Insurance Requirements

7.1 Association.

7.1.1 **Overview.** The Association is responsible and obligated to maintain at all times various insurances covering the Dwelling Units, Common Area improvements, and directors and officers.

7.1.2 **Multi-peril type insurance policy.** A blanket, comprehensive, all risk policy shall cover all Dwelling Units (except for those Units located on Lots 21 through 28, Block 42) and Common Area improvements including cul-de-sacs, buildings, fences and auxiliary structures. Coverage must include, but is not limited to, the following:

7.1.2.1 The entire structure of a dwelling unit including doors, carpets, interior partitions, appliances, permanent fixtures, cabinets, etc., and any improvements/additions including those added by the Owner and approved by the Board.

7.1.2.2 Stipulated amount clause. One-hundred percent (100%) replacement cost and inflation guard endorsements.

7.1.2.3 Reasonable deductible not to exceed \$1,000 which is payable by the Owner.

7.1.2.4 All losses are payable to the Association as trustee for Owners, mortgagees under mortgages or beneficiaries under deeds of trust as their interest may appear.

7.1.2.5 Additional Owner coverage will not reduce blanket policy coverage.

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Article 7: Insurance Requirements

- 7.1.3 **General liability insurance.** The Association shall maintain in force at all times General Liability Insurance. Coverage shall include if available, but not limited to the following:
- 7.1.3.1 A minimum \$1,000,000 per occurrence liability protection;
 - 7.1.3.2 Personal injury with no exclusion relating to employees;
 - 7.1.3.3 Comprehensive general liability endorsement;
 - 7.1.3.4 Severability of interest clause;
 - 7.1.3.5 Such policy or policies must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use as SpringPointe.
- 7.1.4 **Fidelity insurance.** The Association shall purchase, and maintain in force, fidelity coverage against dishonest acts on the part of directors, officers, managers, trustees, employees/contract employees, and volunteers responsible for handling funds belonging to or administered by the Association. Such fidelity bonds or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is, in no event, less than one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves.
- 7.1.5 **Workers' compensation.** The Association shall obtain Workers' Compensation insurance when necessary to comply with any applicable laws.
- 7.1.6 **Minimum financing rating carrier.** All hazard insurance policies obtained by the Association shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of

Article 7: Insurance Requirements

Class VI or better and a general policy holder's rating of at least B. Hazard insurance policies shall also be acceptable from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided that such insurance carrier has a general policyholder's rating of at least A. Each such carrier shall be specifically licensed or authorized by law to transact business in the State of Arizona.

7.1.7 **Insurance premiums.** Premiums for insurance purchased or obtained by the Association shall be a common expense payable from the assessments collected from the Owners and all such insurance coverage obtained by the Board shall be written in the name of the Association.

7.1.8 **Destruction proceeds of Common Area.** In the event of a partial or total destruction of the Common Area, Common Property or improvements thereon, the Association shall restore and repair the same to their former condition as promptly as is practicable and in a lawful and professional manner. Any excess insurance proceeds resulting from claims for these restorations or repairs shall be retained in the general operating funds of the Association.

7.2 Owner's insurance responsibility.

7.2.1 Any Owner may, if they wish, at their own expense, carry any and all other insurance which the Owner deems advisable; however, said policy or policies shall provide that there shall be no contribution or offset between policies of the Association and policies an individual Owner may have in effect.

7.2.2 It is the individual responsibility of each Owner at their own expense, to provide as they see fit, Owner's liability insurance, theft and other insurance covering personal property damages and loss.

Article 7: Insurance Requirements

7.3 Individual insurance requirements for dwelling units located on Lots 21 through 28, Block 42.

7.3.1 **Owner's insurance responsibility.** The Dwelling Units located at the following addresses are not covered under the Association's blanket insurance policy: (a) 1661, 1665, 1669, 1673 N. Rio Yaqui; and (b) 400, 408, 416, 424 W. Via Alamos.

7.3.2 Each Owner of the above listed lots shall purchase and maintain in effect at all times fire and other hazard insurance covering such Owner's Lot. Such Owner shall on a yearly basis provide the Association with a certificate of proof for said insurance.

7.3.3 If such Owner fails to provide and maintain such insurance, the Association may, at its option, make premium payments for insurance on the Owner's Dwelling Unit. The Owner shall, upon demand, reimburse the Association for the costs of such premiums and if not paid, such sums may be collected in the same manner as delinquent assessments.

7.3.4 **Policy requirements.** The insurance shall consist, at a minimum, of a multi-peril type policy covering fire and extended coverage in the kinds and amounts commonly required by private institutional mortgage lenders in Tucson, Arizona. Coverage is not limited to the following, but must include: all improvements (including those added by Owners and approved by the Board or an Architectural Committee); stipulated amount clause; inflation guard and one hundred percent (100%) replacement cost endorsements; all losses payable to the Association as trustee for Owners, mortgagees under mortgages or beneficiaries under deeds of trust as their interest may appear.

Article 8. Ownership, Use and Management of the Common Property

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Article 8
Ownership, Use and Management of the
Common Property

- 8.1 Owner's easement of enjoyment.** Except as specifically allowed in Section 4.2 Easement Encroachments, every Owner has a right and easement to enjoy and use the Common Area which shall pass with title to every Dwelling Unit.
- 8.2 Conditional and delegated use of Common Area.** Each Owner may delegate their right to enjoy and use the common area and facilities to family members, licensees, invitees and tenants or lessees, or contract purchasers residing in the Dwelling Unit subject to the following:
- 8.2.1 Each Owner or their delegate agrees to comply with the provisions of the Governing Documents.
- 8.2.2 Any such delegation to use the Common Area and facilities by an Owner shall not relieve the Owner of their obligations and responsibilities as a member under the Governing Documents.
- 8.2.3 The Association has the right to charge a reasonable security deposit and clean-up fee for the use of any recreational facility situated upon the Common Area.
- 8.3 Management.** The Board shall control, maintain, manage and improve the Common Area as provided in the Governing Documents. Power of control and management shall be the right of the Board.
- 8.3.1 In managing the Common Area, the Association accepts all responsibility for the control, maintenance, safety and liability of such Common Area including but not limited to collecting and paying taxes on the Common Area.

Article 8: Ownership, Use and Management of the Common Property

8.3.2 Any agreement for professional management services shall provide for termination by either party without cause and without payment of termination fee on ninety (90) days (or less if agreed to) written notice and for termination with cause and without payment of termination fee upon thirty (30) days written notice.

8.4 Damage or destruction of property. If any Common Property is damaged or destroyed by an Owner or any of their guests, tenants, licensees, agents, or members of their family, such Owner shall be liable therefore as determined by the Board of Directors.

8.4.1 Each owner may authorize the Association to repair the damaged property, the cost of which shall be borne by the Owner; or such Owner may repair the damaged property themselves. In either event, all repairs shall be accomplished in good workman-like manner and in substantial conformance with the original plans and specifications.

8.4.2 Each Owner further agrees that if the Association incurs charges for such repairs, such charges shall be paid within thirty (30) days after completion of the work, and if not paid shall be collected in the same manner as delinquent assessments.

8.5 Restriction on conveyance of common areas and facilities.

8.5.1 The Common Areas and facilities owned by the Association may not, by act or omission, be abandoned, partitioned, subdivided, encumbered, sold or transferred without the approval of the Owners of at least sixty-seven percent (67%) vote of the Lots.

8.5.2 Notwithstanding the above, the Association has the right at any time to grant and convey to any person or entity easements, or rights of way, in, on, over, or under any Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder:

8.5.2.1 roads, streets, walks, pathways, and driveways;

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Article 8: Ownership, Use and Management of the Common Property

- 8.5.2.2 temporary overhead or permanent underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, cable TV, and other purposes;
- 8.5.2.3 sewers, storm drains and pipes, drainage easements, water systems, water, heating and gas lines or pipes;
- 8.5.2.4 any similar or quasi public improvement or facilities.

In witness whereof, the President and Secretary of the SpringPointe Homeowners Association, Inc. execute this Restated and Amended Declaration and attest that it was approved by the consent of the Owners of not less than sixty-seven (67%) of the Lots.

DATED: February 28, 2003

SpringPointe Homeowners Association, Inc.

By: Janice C. Behrens
President

Attest: Katherine M. Vinson
Secretary

State of Arizona)
County of Pima) ss:

The foregoing instrument was acknowledged before me this
28 day of 2, 2003,

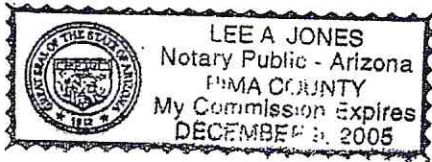
by Janice Behrens, President

and Katherine Vinson, Secretary

of SpringPointe Homeowners Association, Inc.

Lee A. Jones
Notary Public

My Commission Expires: 12-9-05



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Exhibit A:

Lots 23 through 62, Block 40;

All that portion of the Common Area as shown in Block 40 of Colonia de los Alamos, per map recorded in Book 26, page 9 of Maps, in the office of the Pima County Recorder, lying westerly of the following described line:

Beginning at the southwest corner of Lot 22, Block 40 of said Colonia de los Alamos;

Thence run south 35 degrees 06' 21" west, a distance of 10 feet to a point, said point being the True Point of Beginning of the line described herein;

Thence run North 14 degrees 42' 02" west (parallel to the west line of Lot 22 of Block 40) to a point on the south line of Rio Mayo as shown on the plat of Colonia de los Alamos, said point being the end of the line described herein;

Lots 1 through 38 and Common Area in Block 41;

Lots 1 through 28 and Common Area in Block 42;

All of Block 45;

All in Colonia de los Alamos, per map recorded in Book 26, page 9 of Maps, in the office of the Pima County Recorder.

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: PSG
DEPUTY RECORDER
9394 PE1

REZMS
EZ MESSENGER ATTORNEY SERVICE
EZ-TANIS



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PAGE: 6217
NO. OF PAGES: 2
SEQUENCE: 20031161335
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PICKUP
AMOUNT PAID \$ 12.00

DECLARATION OF SCRIVENER'S ERROR

WHEREAS, a Restated and Amended Declaration of Covenants, Conditions and Restrictions for SpringPointe was recorded on March 5, 2003 at Docket 12000 at Page 802:

WHEREAS, that Declaration intended to make it clear that it amends and supercedes the Declaration of Establishment of Covenants, Conditions and Restrictions of a portion of Colonia de los Alamos recorded on May 7, 1984 at Docket 7277 at Pages 37 through 103, and all amendments thereto.

NOW THEREFORE, this Declaration of Scrivener's Error corrects the last paragraph of the Preamble to make it clear that the Restated and Amended Declaration of Covenants, Conditions and Restrictions supercedes in its entirety the Declaration of Establishment of Covenants, Conditions and Restrictions of a portion of Colonia de los Alamos recorded on May 7, 1984 at Docket 7277 at Pages 37 through 103, and all amendments thereto.

IN WITNESS WHEREOF, this Declaration of Scrivener's error was executed on April 29, 2003.

SPRINGPOINTE HOMEOWNERS ASSOCIATION, INC.

By: _____

Jan Behrens
Jan Behrens, President

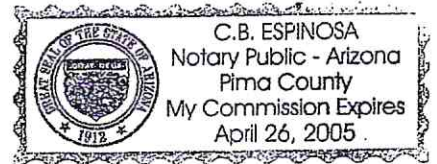
STATE OF ARIZONA)
) ss.
County of Pima)

On this the 29th day of APRIL, 2003, Jan Behrens, President of SpringPointe Homeowners, Inc. personally appeared before me and executed this Declaration of Scrivener's Error.

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

C.B. Espinosa
Notary Public

My Commission Expires: 04/26/2005



F. ANN RODRIGUEZ, RECORDER
RECORDED BY: JLW
DEPUTY RECORDER
1541 PE3

W
AUSTIN KOEHLER
1636 N RIO MAYO
GREEN VALLEY AZ 85614



DOCKET: 12129
PAGE: 295
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FIRST AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRINGPOINTE

A.K.A. A PORTION OF COLONIA DE LOS ALAMOS
(PER BOOK 26, PAGE 9 OF MAPS AND PLATS)

This First Amendment to *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Springpointe*, a portion of Colonia De Los Alamos, is made this first day of August, 2003.

Recitals:

1. On or about May 7, 1984, A Declaration of Establishment of Covenant, Conditions and Restrictions of a portion of Colonia de Los Alamos (hereinafter referred to as *Declaration*) was recorded in Docket 7277 at pages 37-103, inclusive, records of Pima County, Arizona.

2. On or about March 5, 2003, the *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Springpointe* (hereinafter referred to as *Amended and Restated Declaration*) was recorded at Docket 12000, at pages 0802 through 0855, inclusive, records of Pima County, Arizona. The *Amended and Restated Declaration* supersedes the *Declaration*, and Amendments thereto, in its entirety.

3. The Owners of the property have voted in accordance with a duly noticed request from the Board of Directors, mailed or hand carried on or about August 13, 2003, to amend the *Amended and Restated Declaration* as hereinafter set forth.

First Amendment to *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Springpointe*: page 1 of 3

UNRECORDED

5-

Now, therefor, pursuant to Article 2, Section 2.4 of the *Amended and Restated Declaration*, the undersigned President and Secretary of Springpointe Homeowners Association, Inc. hereby acknowledge and certify that this First Amendment of the *Amended and Restated Declaration* has been approved by the vote or written consent of the Owners of not less than two-thirds (2/3) of the Dwelling Units and therefor declare that the *Amended and Restated Declaration* recorded at Docket 12000 at pages 0802 through 0855, inclusive, is hereby amended as follows:

Change Paragraph 7.1.2.3

FROM: Reasonable deductible not to exceed \$1,000 which is payable by the Owner.

TO: Reasonable deductible not to exceed \$2,500 which is payable by the Owner.

Change Paragraph 7.1.2.1

FROM: The entire structure of a dwelling unit including doors, carpets, interior partitions, appliances, permanent fixtures, cabinets, etc., and any improvements/additions including those added by the Owner and approved by the Board.

TO: The entire structure of a dwelling unit including doors, carpets, interior partitions, permanent fixtures or appliances, cabinets, etc.

4. In all other respects, except as specifically modified herein, the *Amended and Restated Declaration* as recorded at Docket 12000, pages 0802 through 0855, inclusive, shall remain in full force and effect.

In witness whereof, the undersigned being President and Secretary of Springpointe Homeowners Association, Inc., an Arizona non-profit corporation, have executed this First Amendment of *Amended and Restated Declaration* on the day and year first above written.

Springpointe Homeowners Association, Inc.
An Arizona non-profit Corporation

By Jamie L. Belkora
President

By Katherine M. Vinson
Secretary

Certification

The undersigned, being President and Secretary of Springpinte Homeowners Association, Inc., do hereby certify that the foregoing First Amendment to the *Amended and Restated Declaration* has been approved by the vote or written consent of the Owners of not less than two-thirds (2/3) of the Dwelling Units

Springpinte Homeowners Association, Inc.
an Arizona non-profit corporation

By: Janice E. Behrens
President

By: Katherine M. Vinson
Secretary

State of Arizona)

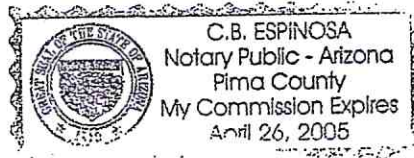
County of Pima)

The foregoing First Amendment of the *Amended and Restated Declaration* and Certification were subscribed and acknowledged before me this 2ND day of September, 2003, by Janice E Behrens and Katherine M. Vinson, President and Secretary respectively, of Springpinte Homeowners Association, Inc., an Arizona non-profit corporation, on behalf of said corporation.

C. B. Espinosa
Notary Public

My commission expires:

04/26/2005



2003 SEP 26 10:00 AM