

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PEDREGAL

THIS DECLARATION made this _____ day of _____, 19____

WITNESSETH:

WHEREAS, Declarant is the Owner of Certain real Property in the County of Pima, State of Arizona, which is more particularly described as:

Lots 1-50, and Common Area "A", of PEDREGAL, a subdivision of Pima County, Arizona, according to the plat of record in the office of the County Recorder of Pima County, Arizona, as recorded in Book 41, of Maps and Plats at Page 39 thereof.

WHEREAS, Declarant proposes to construct individual residential units upon the subdivided portion of the Property and other improvement upon the designated Common Area, and to sell and convey the same, subject to the covenants, restriction, uses, limitations, obligation, easements, equitable servitude, charges and liens hereinafter set forth, each of which is for the benefit of the Property and the subsequent owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions, uses, limitations, obligations, easement, equitable servitude, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The covenants, conditions, restrictions, uses, limitations, obligations, easements and equitable servitude, charges and liens, set forth herein shall run with the Property; shall be binding upon all persons having or acquiring any interests in the Property or any part thereof; shall inure to the benefit of and be binding upon Declarant, it's successors in interest, each Owner and his/her respective successors in interest, and may be enforced by Declarant or its successors in interest, by any Owner or his/her successors in interest or by any entity having an interest

in their enforcement.

No provision contained herein shall be construed to prevent or limit Developer's right to complete development of the Property and construction of improvements thereon, nor Developer's right to maintain model homes, construction, sales or leasing offices or similar facilities on the Property, nor Developer's right to post signs incidental to construct, sale or leasing, nor Developer's right to do anything that is reasonably necessary and proper for the