

ARTICLE VII

GENERAL PROVISIONS

Section 8.01 Term. The covenants, conditions and restrictions of this Declaration shall remain in full force and effect for a period of twenty (20) years from the date this Declaration is recorded. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each.

Section 8.02 Amendments. This Declaration may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such Amendment has been approved by the vote or written consent (with or without an Association meeting; subject, however, to the voting rights set forth in Section 4.03) of the ten Owners of not less than seventy five (75%) of the Dwelling Units, and such amendment shall be effective upon its recordation with the Pima County Recorder.

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

B. Violation of Law. Each and every provision of this Declaration and any amendment hereto shall be subject to all applicable governmental ordinances and subdivision regulations and any further amendments thereto. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of an property within the subdivision is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth herein or in the By-Laws.

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

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

Section 8.04 Mortgage Protection. Notwithstanding any other provisions of this Declaration, no amendment of 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.

Section 8.05 Construction.

A. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the subdivision. This Declaration shall be construed and governed by the laws of the State of Arizona. If there is any conflict among or between this Declaration, the Articles of

Incorporation of the Association, the By-Laws, to the Rules, the provisions of this Declaration shall prevail; thereafter, priority shall be given first to such Articles of Incorporation, then to such By-Laws, and then to such Rules.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 8.05(A), each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions or portion thereof shall not affect the validity or enforceability of any other provision.

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

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

E. Captions. All captions and titles used during 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.

Section 8.06 Savings Clause and Obligation of Declarant to Pay Assessments. Declarant shall be responsible for payment of any assessments established pursuant to this Declaration or the By-Laws on Dwelling Units owned by Declarant; subject, however, to the following modifications:

A. A Dwelling Unit owned by Declarant which is still an "Empty Lot" with no construction of any onsite improvements commenced thereon or upon which onsite construction has been commenced, or which is a completed Dwelling Unit shall be assessed ten (10%) of the maximum annual assessment established per Section 7.03. For so long as Declarant is paying a reduced assessment under this Subsection, Declarant shall be responsible for payment of funds necessary to cover any deficit in the Association's annual operating budget, and such funds shall not be reimbursed by the Association.

B. For purpose of this Section 8.06, "completed Dwelling Unit" shall mean any Dwelling Unit ready for occupancy as a home that is in the condition of any other Dwelling Unit sold to persons living in the Subdivision (e.g., carpet, kitchen counter-tops and cabinets, plumbing and light fixtures, etc. installed).

C. A Dwelling Unit owned by Declarant which is rented or otherwise occupied shall be liable for the maximum annual assessment established per Section 7.03. Although Declarant may voluntarily contribute additional funds for the maintenance of the Common Areas, or for the benefit of the Association, it is understood that Declarant is not and shall not be liable for the payment of any contribution or assessment in excess of the maximum assessment established per Section 7.03.

Section 8.07 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, at then current Association address, if to an Owner, to the address of the Owner within the subdivision; and if to the Declarant, 1636 N. Swan Rd., Suite 204, Tucson, Arizona 85712, with a copy to the Association; provided, however that any such address may be changed at any time by the party concerned by delivering written notice of change of address to the Association. Each Owner of a Dwelling Unit shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8.08 Binding Effect. By acceptance of a deed or acquiring any ownership interest in any of the Property included within this Declaration, each person or entity, for himself/herself, or itself, his/her heirs, personal representative, successors, transferees and assigns, binds himself/herself, his/her heirs, personal representative, successors, transferees and assigns to all of the provisions, restriction, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 8.09 Annexation. Additional residential property and Common Area may be annexed by the Declarant to the Property with the consent of two-thirds (2/3) of each class of Members and the recording of a

Declaration of Annexation:

IN WITNESS WHEREOF, Declarant has executed this Declaration the day, month and year first above written.

PURSUANT to the provisions of ARS 33-401 the names and addresses of the beneficiaries are as follows:

OVERTON ROAD 18 ACRES 7171,  
an Arizona Partnership  
1636 N. Swan Road, Suite 206  
Tucson, Arizona 85712