

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: JEB
DEPUTY RECORDER
2012 RD11



DOCKET: 9706
PAGE: 2487
NO. OF PAGES: 76
SEQUENCE: 94006557
01/11/94
ARSTR 16:37:00

REZMS
EZ-TANIS A DUNCAN

TUCSON AZ 85701

PICKUP
AMOUNT PAID \$ 80.00

240 E. Speedway
Tucson, AZ 85705

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF COUNTRY CROSSING

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of Country Crossing was recorded in Docket 7703 at pages 503 through 569 on January 15, 1986; and

WHEREAS, the Owners of Lots in Country Crossing desire to amend and restate the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, there are no Eligible First Mortgagees;

NOW, THEREFORE, upon the vote of not less than seventy-five (75%) percent of the Lot Owners, the Declaration of Covenants, Conditions and Restrictions recorded in Docket 7703 at pages 503 through 569 and any subsequent amendments thereto, shall be null and void and this Restated Declaration shall amend and supersede such previously recorded Declaration. The real property as described herein shall be held, sold and conveyed subject to the following assessments, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions and conditions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each such party.

76

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ARTICLE I

DEFINITIONS

Section 1.1. "Architectural Review Committee" refers to the Committee established by the Board of Directors pursuant to Article VI of this Declaration.

Section 1.2. "Architectural Review Committee Rules" refers to those guidelines, standards, rules and regulations as promulgated and amended by the Architectural Review Committee from time to time.

Section 1.3. "Articles" refer to the Articles of Incorporation of Tucson Country Crossing Homeowners Association, Inc. which were filed in the Office of the Arizona Corporation Commission on January 23, 1986 and which may be amended from time to time.

Section 1.4. "Association" refers to the Tucson Country Crossing Homeowners Association, Inc., an Arizona non-profit corporation, its successors and assigns.

Section 1.5. "Board" means the Board of Directors of Tucson Country Crossing Homeowners Association.

Section 1.6. "Bylaws" refer to the Bylaws of the Association, as may be amended from time to time by a vote of the Members of the Association.

Section 1.7. "Common Areas" are defined as all of the real property owned by the Association for the common use and enjoyment of the Members of the Association, including, but not limited to, all recreational facilities, swimming pools, and any real or personal property which is owned or leased by the Association. The common areas are specifically referenced as Lots 438, 439, 558 and 559 on the Plat recorded in Book 38 of Maps at page 26.

Section 1.8. "Declaration" refers to this Declaration as may be amended from time to time.

1 Section 1.9. "Dwelling Unit" is defined as the real property and
2 improvements placed within the boundary of any Lot, including garages.

3 Section 1.10. "Lot" refers to any numbered plot of land shown upon
4 the recorded subdivision Plat of the Properties, as amended from time to time,
5 with the exception of the Common Areas.

6 Section 1.11. "Member" refers to a person entitled to membership as
7 provided in the Declaration.

8 Section 1.12. "Mortgage" includes not only mortgages, but also deeds
9 of trust and any other security instrument by which a Dwelling Unit is
10 encumbered. The term "First Mortgagee" means the holder of any mortgage
11 under which the interest of any Owner of a Dwelling Unit is encumbered and
12 which mortgage has first and paramount priority, subject only to the lien of
13 general or ad valorem taxes and assessments. An "Eligible Mortgage Holder" is
14 the holder of a first mortgage on a Lot which has requested, in writing, notice
15 of various actions undertaken by the Association.

16 Section 1.13. "Owner" refers to the record owner, whether one or
17 more persons or entities, of the fee simple title to any Lot which is part of the
18 Properties, including a buyer under a contract for the sale of real estate, but
19 excluding persons holding an interest merely as security for the performance of
20 an obligation.

21 Section 1.14. "Person" shall include a corporation, company,
22 partnership, firm, association or society, as well as a natural person.

23 Section 1.15. "Plat" shall mean the plat recorded in the Office of the
24 Pima County, Arizona, Recorder in Book 38 of Maps and Plats at Page 26.

25 Section 1.16. "Properties" shall mean and refer to that certain real

Lots 387 through 602 of Countryside Vista as set forth in Book 38 of Maps and Plats at Page 26, in the Office of the Pima County Recorder, Pima County, Arizona.

1 property described in the Plat, more specifically described as:

2 Lots 387 through 393, 407 through 526, 560 through 602,
3 together with the Common Areas described as Lots 438,
4 439, 558 and 559, of Countryside Vistas, as set forth in
5 Book 38 of Maps and Plats at Page 26, in the Office of
6 the Pima County Recorder, Pima County, Arizona.

7
8 Section 1.17. "Rules" shall mean any rules or regulations adopted
9 by the
10 Board which govern the conduct of the owners, their families, tenants and lessees
11 in the common recreational areas and the conduct of such persons when such
12 conduct affects the other owners or the value, desirability and aesthetics of the
13 Properties.

14 ARTICLE II

15 SCOPE OF DECLARATION

16 The Declaration is intended to regulate and control the use of the
17 Common Areas for all Owners, their guests, invitees, lessees and tenants. In
18 addition, the Declaration is intended to control the general use of the Properties
19 as applicable to the Owners, their guests, invitees, lessees and tenants.

20 ARTICLE III

21 USE RESTRICTIONS

22 Section 3.1. Residential Use. All Lots shall be used for single-family
23 residential purposes only, and no other structures except single-family residences
24 shall be placed or maintained on the Lots.

25 Section 3.2. Business Activities.

26 3.2.1. No trade or business may be conducted in or from any
27 Dwelling Unit, except that an Owner or occupant residing in any Dwelling Unit
28 may conduct business activities within the Dwelling Unit so long as (a) the