

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

1 existence or operation of the business activity is not apparent or detectable by
2 sight, sound or smell from outside the Dwelling Unit; (b) the business activity
3 conforms to all zoning requirements for the Properties; (c) the business activity
4 does not involve any person conducting such business who does not reside on
5 the Properties or door-to-door solicitation of residents of the Properties; and (d)
6 the business activity does not constitute a nuisance, or a hazardous or offensive
7 use, or threaten the security or safety of other residents of the Properties, as
8 may be determined in the sole discretion of the Board.

9 3.2.2. The terms "business" and "trade," as used in this provision,
10 shall be construed to have their ordinary, generally accepted meanings, and shall
11 include, without limitation, any occupation, work or activity undertaken on an
12 ongoing basis which involves the provision of goods or services to persons other
13 than the provider's family and for which the provider receives a fee,
14 compensation or other form of consideration, regardless of whether: (a) such
15 activity is engaged in full or part-time; (b) such activity is intended to or does
16 generate a profit; or (c) a license is required therefor. Notwithstanding the
17 above, the leasing of a Dwelling Unit shall not be considered a trade or business
18 within the meaning of this Section.

19 Section 3.3. Leases.

20 3.3.1. An Owner is entitled to lease his Dwelling Unit for single-
21 family residential purposes only.

22 3.3.2. All provisions of the Declaration and of any Rules and
23 Regulations promulgated by the Association which govern the conduct of Owners
24 and which provide for sanctions against Owners shall also apply to all occupants
25 of any Dwelling Unit.

1 3.3.3. All leases and subleases shall be in writing and shall
2 specifically provide:

3 a. Such lease is subject in all respects to the provisions of
4 this Declaration, the Articles of Incorporation, the Bylaws and the Rules and
5 Regulations of the Association.

6 b. The failure of the lessee to comply with the terms and
7 conditions of this Declaration, the Articles of Incorporation, the Bylaws and the
8 Rules and Regulations of the Association shall constitute a material default of the
9 lease.

10 c. The term of the leases shall be for a minimum of thirty
11 days.

12 3.3.4. In the event an Owner leases his Dwelling Unit, the Owner
13 shall give the Association, in writing, the name of the lessee of the Dwelling Unit
14 and such other information as the Board may reasonably require.

15 3.3.5. All leases which do not contain these provisions shall be
16 deemed null and void at the option of the Association and the Association may
17 require the Owner to immediately evict the lessee, or submit a lease which
18 contains the required provisions.

19 Section 3.4. Sales of Lots.

20 Each Owner shall promptly notify the Board of Directors of any sale
21 or transfer of his/her Lot and shall provide the Board with the name and
22 address of the grantee or transferee and any other information as may be
23 reasonably required by the Association. The Board may charge a reasonable
24 transfer fee, not to exceed One Hundred and No/100 Dollars (\$100.00), to
25 compensate the Association for changing its records and to provide the new

1 Owner with copies of all Association documents.

2 Section 3.5. Antennas and Exterior Additions. No exterior antennas
3 or other devices for the transmission or reception of television or radio signals,
4 including satellite dishes, shall be erected or maintained without prior written
5 authorization of the Architectural Review Committee. Further, no other exterior
6 devices or additions, including solar units, heating and cooling units and
7 evaporative coolers, other than initially installed, shall be constructed on the
8 exterior of a Dwelling Unit (including the roof) without the written authorization
9 of the Architectural Review Committee. If approved, all such apparatuses shall
10 be screened from view of neighboring Properties and from the streets in the
11 Properties. All screening material and design shall be approved by the
12 Architectural Review Committee.

13 Section 3.6. Insurance Rates. Nothing shall be done or kept on any
14 Lot or on the Common Areas which will increase the rate of insurance on such
15 property. In addition, nothing shall be done or kept in any Dwelling Unit or on
16 the Common Areas which will result in the cancellation of insurance on any
17 property or which would violate any law.

18 Section 3.7. Signs.

19 a. No sign of any kind shall be displayed on any Lot, unless
20 such sign has been approved by the Board, except:

21 (1) Signs which may be required by legal proceedings;

22 (2) One (1) sign advertising the Owner's Lot for sale
23 or lease, provided such sign does not exceed two (2) square feet in size, which
24 is placed in the area approved by the Board. Such sign must be removed within
25 two (2) weeks after the offer of sale or lease of the Dwelling Unit has been

1 accepted and all contingencies have been removed;

2 (3) Temporary signs indicating an "Open House" for
3 Properties offered for sale may be placed at appropriate locations in the area to
4 properly direct interested parties to the subject property, but only during those
5 hours in which the property is open for inspection.

6 b. In instances where the Board must approve the use of a
7 particular sign, the Board shall approve the nature, composition, number, size
8 and location of such signs.

9 Section 3.08. Animals. No animals of any kind shall be raised, bred
10 or kept on any Lot, except that a reasonable number of generally recognized
11 house pets may be kept, provided that they are not kept, bred or maintained for
12 any commercial purpose. All animals must be kept under leash or controlled at
13 all times so that they will not interfere with any Owner's use and enjoyment of
14 the Common Areas, and it shall be the responsibility of all pet Owners to clean
15 up after their pets. No pets are allowed in the pool and recreation areas. No
16 animal shall be allowed to become a nuisance, nor shall any animal cause any
17 detrimental health condition to exist. A "reasonable number" as used in this
18 Section shall ordinarily mean no more than two (2) pets per household; provided,
19 however, the Board may determine that a reasonable number in any instance may
20 be more or less. Upon the written request of any Owner, the Board shall
21 conclusively determine, in its sole and absolute discretion, whether, for the
22 purposes of this Section, a particular animal is a generally recognized house or
23 yard pet or a nuisance, or whether the number of animals is reasonable. The
24 Board may adopt Rules limiting the size, number and kinds of pets which may be
25 kept by the Owners.

1 Section 3.09. Nuisance. No obnoxious or offensive activity shall be
2 carried on upon any Lot, nor shall anything be done, placed or stored thereon
3 which may become an annoyance or nuisance to the neighborhood or occasion any
4 noise, or odor which will or might disturb the peace, quiet, comfort or serenity
5 of the occupants of surrounding properties. No exterior speakers, horns,
6 whistles, bells or other sound devices, except security devices used exclusively
7 for security purposes, shall be located, used or place on any Lot without the
8 prior written consent of the Board. The Board, in its sole discretion, has the
9 right to determine if a particular condition constitutes a nuisance.

10 Section 3.10. Removal of Natural Growth in the Common Areas and
11 Plantings within the Lots.

12 3.10.1. The natural growth in the Common Areas shall not be
13 destroyed or removed without the consent of the Architectural Review Committee.
14 If natural growth is removed without such consent, the Board may require the
15 replanting or replacement of same, with the cost of replanting or replacing such
16 Natural Growth to be borne by the Owner responsible for such removal, such cost
17 to become a lien against such Owner's property and collected in the same manner
18 as assessments.

19 3.10.2. Shrubs, Trees and Grasses.

20 a. Except in the individual backyards, no planting or
21 gardening shall be done, and no fences, hedges or walls shall be erected or
22 maintained upon the Lot except those approved by the Association or the
23 appropriate committee of the Association.

24 b. All trees and other vegetation planted on any Lot shall be
25 kept trimmed to a height which will not materially interfere with views from

1 neighboring Lots.

2 c. No white, glaring or near white ground cover shall be
3 placed on any Lot without the permission of the Architectural Review Committee.

4 d. No planting of any type (including grass) which will
5 require irrigation, shall be placed within five feet of any portion of any building
6 or wall, which comprises all, or any portion of, a common wall.

7 Section 3.11. Violation of Rules; Fines and Penalties.

8 Section 3.11.1. Imposition of Fines.

9 If appropriate after notice and hearing, the Board may impose fines
10 against an Owner for violations of the provisions of the Declaration, By-Laws,
11 Rules and Regulations and Articles of Incorporation of the Association.

12 Section 3.11.2. Enforcement Procedures.

13 a. Demand. Written demand to cease and desist from an
14 alleged violation shall be served upon the alleged violator specifying: (1) the
15 alleged violation; (2) the action required to abate the violation and either a time
16 period, of not less than ten (10) days, during which the violation is a continuing
17 one, or a statement that any further violation of the same rule may result in the
18 imposition of sanctions after notice and hearing if the violation is not continuing.

19 b. Continuing Violations. For purposes of this Section, each
20 day a violation continues after notice to cease has been given by the Board to
21 the Owner shall constitute a separate violation.

22 c. Notice. If a violation continues past the period allowed in
23 the notice for abatement without penalty, or if the same Rule or Restriction is
24 subsequently violated, the Board shall serve the violator with written notice of
25 a hearing to be held by the Board in executive session. The notice shall contain:

1 (1) the nature of the alleged violation; (2) the time and place of the hearing,
2 which time shall be not less than ten (10) days from the giving of the notice; (3)
3 an invitation to attend the hearing and produce any statement, evidence, and
4 witnesses on his or her behalf; and (4) the proposed sanction to be imposed,
5 which may included the imposition of a fine of not more that \$100 for any one
6 violation.

7 d. Hearing. The hearing shall be held in executive session
8 pursuant to this notice thereby affording the Member a reasonable opportunity
9 to be heard. Prior to the effectiveness of any sanction, proof of notice and the
10 invitation to be heard shall be placed in the minutes of the meeting. Such proof
11 shall be deemed adequate if a copy of the notice together with a statement of the
12 date and manner of delivery is entered into the minutes by the officer or
13 director who delivered such notice. The notice requirement shall be deemed
14 satisfied if a violator appears at the meeting. The minutes of the meeting shall
15 contain a written statement of the results of the hearing and the sanctions if
16 any, imposed.

17 e. Collection. Collection of any fines may be enforced against
18 any Owner in the same manner as the collection of delinquent assessments.

19 Section 3.12. Drainage.

20 3.12.1. No person shall cause any interference with the established
21 drainage pattern over any Property, including any private drainageways or
22 easements, within the subdivision, unless adequate provision is made for proper
23 drainage conforming to Pima County rules, regulations, ordinances and drainage
24 criteria and is approved by the applicable governing body or its duly appointed
25 representative.

1 3.12.2. In addition, any construction, landscaping, or modification of
2 any Lot which will affect the drainage from such Lot shall first be approved by
3 the Architectural Review Committee.

4 3.12.3. For purposes of this Section, "established drainage" is
5 defined as the drainage which exists at the time the overall grading of the
6 Property is completed, or which is shown on the Plat or on any plans conforming
7 to applicable rules, regulations, ordinances and drainage criteria approved by the
8 applicable governing body or its duly appointed representative.

9 Section 3.13. Unsightly Articles. No unsightly articles shall be
10 permitted which are visible from adjoining Dwelling Units or from the street or
11 public way. The Board shall have the sole discretion in determining if any
12 activity by an Owner, his/her family, invitees or lessees is in violation of this
13 Section.

14 Section 3.14. Rubbish, Garbage and Wood Storage.

15 3.14.1. No Lot shall be used for the storage of rubbish, garbage or
16 wood of any character, nor for the storage of anything which will cause such Lot
17 to appear in any unclean or untidy condition or will otherwise be obnoxious. The
18 storage of fire wood is permissible so long as it is kept in an orderly condition.

19 3.14.2. All equipment for the storage or disposal of garbage or other
20 waste shall be kept in a clean and sanitary condition and shall be screened from
21 the view of adjoining Lots or from the streets, except when necessary to effect
22 collection of such waste.

23 3.14.3. All structures or screening shall be approved by the
24 Architectural Review Committee.

25 3.14.4. Trash and garbage containers shall be placed at the curb

1 side only on the scheduled days for trash collection and shall be removed from
2 the curb on the same day.

3 3.14.5. The Board has the sole discretion to determine if any activity
4 by an owner is in violation of this Section.

5 Section 3.15. Right of Inspection. During reasonable hours, and
6 upon reasonable notice to the Owner, any member of the Board, or any authorized
7 representative of the Board has the right to enter upon and inspect any Lot
8 (except the interior of Dwelling Units) for the purpose of ascertaining whether
9 or not the provisions of this Declaration have been or are being complied with,
10 and such persons shall not be deemed guilty of trespass by reason of such
11 entry.

12 Section 3.16. Mailboxes. To maintain the uniform appearance of all
13 mailboxes and paper delivery boxes, the Board shall determine the location, color,
14 size, design, lettering, and all other particulars of all such boxes, including the
15 standards and brackets and name signs for such boxes.

16 Section 3.17. Vehicle Parking and/or Storage.

17 3.17.1. All Owners, their guests, tenants and other invitees
18 shall only park motorized or non-motorized vehicles in their garages or on their
19 driveways. Notwithstanding the above provisions, Owners, their guests, tenants
20 and invitees may park their vehicles on the street in front of residences for
21 social events and gatherings.

22 3.17.2. No vehicles shall block any
Dwelling Unit's driveway or inhibit access to or from any Dwelling Unit.

23 3.17.3. Parking or storage of recreational vehicles (including,
24 but not limited to, trailers, campers, motorhomes, mobile homes, van conversions
25 and boats) is prohibited on all portions of the Properties, except within the

1 confines of a garage, or with the permission of the Association.

2 a. Notwithstanding the foregoing provision, a recreational
3 vehicle may be parked on the paved parking area of an Owner's Lot or in any
4 Common Area parking spot designated by the Board, for a period not to exceed
5 twenty-four (24) hours in any seven (7) day period, for the purpose of loading
6 or unloading the vehicle, or for the purpose of providing temporary parking for
7 a transient guest of an Owner who may be travelling in or towing the
8 recreational vehicle.

9 b. The use of and/or occupancy anywhere on the Properties
10 of a trailer, mobile home, motorhome, camper or recreational vehicle as living
11 quarters (on either a temporary or permanent basis) is expressly prohibited,
12 although an Owner's guest may use the motorhome or recreational vehicle as
13 sleeping quarters only on a temporary basis while visiting the Owner.

14 3.17.4. No inoperable, junked or wrecked vehicles shall be
15 parked on any portion of the Properties other than inside a fully enclosed
16 garage. No vehicles shall be located on the Properties in any state of repair or
17 disassembly.

18 3.17.5. No commercial, construction or like vehicles (including,
19 but not limited to, pickup-type vehicles in excess of three-quarters (3/4) ton
20 capacity, and vehicles bearing commercial signs, advertising or other business
21 insignia, and any commercially licensed vehicle) shall be parked or stored in the
22 Properties other than inside a fully enclosed garage or carport.

23 3.17.6. The Board of Directors may establish parking regulations
24 if it deems such regulations necessary.

25 3.17.7. In the event any Owner, guest or lessee violates this

1 Section regarding vehicle parking and storage, the Association may take such
2 action as is reasonably necessary to obtain compliance of this Section, including
3 the removal of vehicles in violation hereof, the cost of which shall become the
4 responsibility of the owner of the vehicle.

5 3.17.8. After notice and hearing, the Association may impose a
6 fine not to exceed Twenty-Five and No/100 Dollars (\$25.00) for each violation of
7 those covenants regarding vehicle parking and storage.

8 Section 3.18. Clotheslines. No clotheslines shall be erected or
9 maintained upon the Property which are visible by any other Owner, nor shall
10 any portion of the Common Areas be used for drying personal articles belonging
11 to the Owners, guests, tenants or invitees.

12 Section 3.19. Diseases and Insects. No Owner shall permit anything
13 or any condition to exist on any Lot which shall induce, breed or harbor
14 infectious plant diseases or noxious insects.

15 Section 3.20. Subdividing. No Lots or any portion of the Common
16 Areas shall be re-subdivided into smaller Lots or conveyed or encumbered in less
17 than the full dimensions shown on the Plat. Nothing contained in this Section
18 shall prevent the dedication, conveyance or granting of the use of any of the
19 easements set forth in this Declaration, or of any easements over, across and
20 under portions of Lots for public or quasi-public use for purposes which benefit
21 any Owners.

22 Section 3.21. Sight Triangle at Intersections. No fence, wall, hedge
23 or shrub planting which obstructs sight lines at elevations between three (3) and
24 eight (8) feet above the roadway shall be placed or permitted to remain on any
25 corner Lot within the triangular area formed by the street property lines and

1 a line connecting them at a point thirty (30) feet from the intersection of the
2 street property lines, or if the property corners are rounded, from the
3 intersection of the street property within such distances of such intersections
4 unless the foliage line is maintained at sufficient height to prevent obstruction
5 of lines of visibility.

6 Section 3.22. Fences and Walls. Any walls constructed on the Lot
7 line shall be a minimum of five (5) feet in height and shall be constructed of
8 block masonry.

9 Section 3.23. Driveway Surfaces. All driveways on the Lots shall be
10 constructed of concrete.

11 Section 3.24. No Temporary Building or Trailers.

12 3.5.1. No temporary house, house trailer, motorhome, recreational
13 vehicle, tent, garage, camper or truck with camper shell, boat or out-building of
14 any kind shall be placed or erected upon any part of the Properties.

15 3.5.2. No Owner may move any building of any nature onto any Lot
16 within the Properties without the written consent of the Board. If such approval
17 is given, such building shall comply in all respects with each and every
18 provision of this covenant.

19 ARTICLE IV

20 EASEMENTS

21 Section 4.1. Easement Encroachments. Each Lot and the property
22 included in the Common Areas shall be subject to an easement for encroachments
23 created by construction, settling and overhangs, and for common walls. A valid
24 easement for those encroachments and for the maintenance of such shall
25 continue for so long as these encroachments exist.