

1 performance by the Owner of a Dwelling Unit encumbered by the mortgage in
2 favor of such Mortgagee of any obligation under this Declaration or under the
3 Articles of Incorporation, Bylaws, Rules and Regulations of the Association which
4 is not cured within sixty (60) days.

5 13.13.8. Eligible First Mortgagees shall, upon written notice to the
6 Association, have the right, during regular business hours, to: (1) inspect the
7 books and records of the Association; (2) receive an annual financial statement
8 of the Association within ninety (90) days following the end of any fiscal year
9 of the Association; and (3) receive written notice of all meetings of the
10 Association, and designate a representative to attend such meetings.

11 13.13.9. Eligible First Mortgagees shall be entitled to written notice
12 from the Association at least thirty (30) days prior to: (1) abandonment or
13 termination of the Association; (2) any material amendment to the Declaration,
14 Articles or By-laws; and (3) the effectuation of any decision by the Association
15 to terminate professional management and assume self-management of the
16 Association.

17 ARTICLE XIV

18 GENERAL PROVISIONS

19 Section 14.1. Enforcement. The Association or any Member, shall
20 have the right to enforce, by any proceeding at law or in equity, all restrictions,
21 conditions, covenants, reservations, liens or charges now or hereafter imposed
22 by the provisions of this Declaration. This shall include enforcement of Rules
23 and Regulations promulgated to the Association to carry out its purposes and this
24 Declaration. The Association shall be reimbursed for all attorney's fees and costs
25 incurred in enforcing this Declaration, whether suit is filed, or not.

1 14.1.1. No delay or omission on the part of the Association or any
2 Member in exercising its right to enforcement hereunder shall be construed as
3 a waiver of any breach of any of the restrictions and covenants contained herein
4 or acquiescence in any breach hereof and no right of action shall accrue against
5 the Declarant, the Board of Directors, the Association or any member for their
6 neglect or refusal to exercise such right of enforcement.

7 14.1.2. No breach of the foregoing provisions, conditions, restrictions
8 or covenants shall defeat or render invalid the lien of any mortgage or deed of
9 trust made in good faith for value as to any portion of the Properties. Such
10 provisions, conditions, restrictions and covenants shall be enforceable against any
11 portion of the Properties acquired by any person through foreclosure for any
12 breach occurring after such acquisition.

13 Section 14.2. Severability. Invalidation of any one of these
14 covenants or restrictions by judgment or court order shall not affect any others
15 which shall remain in full force and effect.

16 14.3.1. Amendment. This Declaration may be amended by a vote of
17 2/3rds of all Owners who are entitled to vote, whether voting in person or by
18 proxy, at any regular or special meeting called for that purpose. Any amendment
19 to this Declaration shall be evidenced by a written document signed by the
20 President and Secretary of the Association, attesting that the Owners consented
21 to such amendment and filed with the Pima County Recorder's Office.

22 14.3.2. Mortgagees' Consent to Amendment.

23 a. In addition to the requisite number of votes of the owners
24 to amend this Declaration, the approval of at least fifty-one (51%) percent of the
25 Eligible Mortgage Holders, shall be required to materially amend any provisions

1 of the Declaration and By-laws of the Association, and to add any material
2 provisions which establish, provide for, govern or regulate any of the following:

- 3 1. Voting;
- 4
- 5 2. Assessments, assessment liens or subordination of
- 6 such liens;
- 7
- 8 3. Reserves for maintenance, repair and replacement
- 9 of the common areas;
- 10
- 11 4. Insurance, including fidelity
- 12 bonds;
- 13
- 14 5. Rights to use the Common Areas within Country
- 15 Crossing;
- 16
- 17 6. Responsibility for maintenance and repair of any
- 18 portion of the Property;
- 19
- 20 7. Expansion or contraction of the Properties or the
- 21 addition, annexation or withdrawal of property to
- 22 or from the Properties;
- 23
- 24 8. Boundaries of any Lot;
- 25
- 26 9. The interests in the Common
- 27 Areas;
- 28
- 29 10. Convertibility of Lots into Common Areas or of
- 30 Common Areas into Lots;
- 31
- 32 11. Leasing of Lots, with or
- 33 without Dwelling Units;
- 34
- 35 12. Imposition of any right of first refusal or
- 36 similar restriction on the right of any
- 37 owner to sell, transfer, or otherwise convey
- 38 his or her Lot.
- 39
- 40 13. Any provisions of the Declaration and By-laws of
- 41 the Association, which are for the express benefit
- 42 of Holders or insurers of first mortgages on Lots.
- 43
- 44 14. Any decision to terminate professional management
- 45 and assume self-management when profession
- 46 management has been required by any First
- 47 Mortgagee of a Lot or insurer of the First

Mortgagee;

15. Restoration or repair of the Properties, or any portion of the Properties, including, but not limited to the improvements upon the Properties, after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Declaration and the most recent plans and specifications for the Properties and the construction of improvements on the Properties; or

16. Termination of the legal status of the Properties after substantial destruction or a substantial taking in condemnation of the Properties.

b. An amendment shall not be considered to be material if it is made for the purpose of correcting technical errors or for clarification of this Declaration. An amendment shall not be considered material if it is necessitated or made pursuant to any plan of expansion, annexation, merger or phased development of the Properties.

c. The Association shall not terminate the legal status of any portion of the Properties as a planned unit development, without the approval of at least sixty-seven (67%) percent of the Lot Owners and fifty-one (51%) percent of the Eligible Mortgage Holders, except when the termination results from the substantial destruction, damage or condemnation of the Properties or the improvements located on the Properties.

d. The term "Eligible Mortgage Holders", as used in this Declaration, means those Holders of First Mortgages, or Deeds of Trust, who have requested, in writing, that the Association notify them of any proposed action which requires the consent of the Eligible Mortgage Holders.

Section 14.4. Term. These provisions, conditions, restrictions and covenants, shall run with the land and continue and remain in full force and

1 effect at all times and against all persons until January 1, 2003, at which time
2 they shall be automatically extended for successive periods of ten (10) years.

3 Section 14.5. Compliance. All covenants, conditions, provisions and
4 restrictions contained herein or any amendments thereto are subject to any and
5 all applicable federal, state and local governmental rules and regulations.

6 Section 14.6. Rule Against Perpetuities. In the event the provisions
7 hereunder are declared void by a court of competent jurisdiction by reason of
8 the period of time during which this Declaration is effective, then in that event,
9 the periods of time shall be reduced to a period of time which do not violate the
10 rule against perpetuities as set forth in the laws of the State of Arizona.

11 Section 14.7. Singular Includes Plural. Unless the context requires
12 a contrary construction, the singular shall include the plural and the plural the
13 singular; and the masculine, feminine or neuter shall each include the masculine,
14 feminine and neuter.

15 Section 14.8. Captions. All captions and titles used in this
16 Declaration are intended solely for convenience or reference purposes only and
17 in no way define, limit or describe the true intent and meaning of the provisions
18 hereof.

19 Section 14.9. Binding Effect. By acceptance of a deed or acquiring
20 any ownership interest in any of the Properties included within this Declaration,
21 each person or entity, for himself, or itself, his heirs, personal representatives,
22 successors, transferees and assigns, bind himself and his heirs, personal
23 representatives, successors, transferees and assigns to all of the provisions,
24 restrictions, covenants, conditions, rules and regulations now or hereafter
25 imposed by this Declaration and any amendments thereto. In addition, each such

1 person doing so acknowledges that this Declaration sets forth a general scheme
2 of the Properties and evidences his intent that all restrictions, conditions,
3 covenants, and rules and regulations contained herein or promulgated hereafter
4 by the Association shall run with the land and be binding upon all subsequent
5 and future Owners, grantees, purchasers, assignees and transferees thereof.
6 Furthermore, each such person fully understands and acknowledges that this
7 Declaration shall be mutually beneficial, prohibitive and enforceable by the
8 various subsequent and future Owners.

9 IN WITNESS WHEREOF, the undersigned have set their hands and
10 seals this 10TH day of JANUARY, 1994.

11 TUCSON COUNTRY CROSSING
12 HOMEOWNERS ASSOCIATION

13 By Fred C. Radley
14 President

15 ATTEST:

16 By Will G. Clayfole
17 Secretary

18 STATE OF ARIZONA)
19) SS:
20 County of Pima)

21 The foregoing instrument was acknowledged before me this 10TH day
22 of JANUARY, 1994, by Fred C. Radley, President, and
23 Will G. Clayfole, Secretary, of Tucson Country Crossing Homeowners
24 Association, an Arizona corporation, on behalf of the corporation.

25 Martha Anne Moore
26 Notary Public

27 My Commission Expires:

28 5-7-95

