

SECOND AMENDMENT AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR LA CANADA NORTE HOMEOWNERS  
ASSOCIATION

WHEREAS, The Association consists of the Owners of certain properties in Pima County, State of Arizona, which is more particularly described as Lots 1 through 50 of La Canada Norte as shown on the Plat of record in Book 43 at Page 15 of the Pima County Recorder's Office ("Properties").

NOW THEREFORE, The Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Declaration" shall mean the entire contents of this Declaration of Covenants, Conditions, and Restrictions for La Canada Norte Homeowners Association.

Section 2. "Association" shall mean and refer to La Canada Norte Homeowners' Association, its successors and assigns.

Section 3. "Plat" shall mean that Plat of La Canada Norte recorded in Book 43 at Page 15 of Maps and Plats at Pima County Recorder's Office.

Section 4. "Lot" shall mean and refer to any Lot shown upon any recorded subdivision map of the Properties.

Section 5. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Easement Property" shall mean that property designated as the "Signage ESMT" as shown in the Plat.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II  
EASEMENTS

Section 1. Easements. The Association shall have the right to dedicate or transfer all or any part of the Easement Property to any public agency, authority, or utility for such purposes as hereinafter provided.

ARTICLE III  
ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition, change, or alteration thereto be made, or shall the original color be changed until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association or its Architectural Control Committee as hereinafter provided. If it is found necessary to cover any costs for such review of the plans and specifications the Association may charge a reasonable fee to an Owner for the review of such plans and specifications.

Section 2. Architectural Assessments. The Association has the right to assess any Owner of a Lot who does not correct a discrepancy upon issuance of a discrepancy notice.

ARTICLE IV  
INSURANCE

Section 1. Insurance. The Association may obtain insurance against hazards and casualty rated by maintenance of entrance signs on the Easement property. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

ARTICLE V  
MAINTENANCE

Section 1. Easement Property. The Association shall maintain or otherwise manage the improvements on the Easement property including, but not limited to, the landscaping and lighting located therein.

Section 2. Lot Maintenance. Except as otherwise provided herein, each Owner, at his own cost and expense, shall maintain his Lot in a neat and clean manner. Owner shall permit no condition to exist on or about such Owner's Lot which could or does cause damage to any adjoining Lot. All utility lines within the boundaries of a Lot shall be maintained at the expense of the Owner of the Lot unless they belong to a utility company and fall within a utility easement. Any such changes made without the prior written approval of the Association shall be immediately corrected or removed at the Owner's sole cost and expense at the written demand of the Association.

ARTICLE VI  
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, for each lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore,

whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) assessments as established by the Board. The annual and special assessments, together with costs, interest, and legal fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with costs, interest, and legal fees, shall also be the personal obligation of the person who was Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Association, for the improvement and maintenance of the Easement property and the enforcement of the architectural controls and use restrictions as set forth in this Declaration.

Section 3. Maximum Annual Assessment. The maximum annual assessment may be increased each year not more than 10% above the annual assessment the previous year.

Section 4. Uniform Rate of Annual Assessment. Assessments shall be fixed at a uniform rate for all Lots and be collected on an annual basis.

Section 5. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for therein shall commence as to all Lots on the first day of the month following the conveyance of a Lot. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The Association shall fix the amount of the annual assessment against each Lot and provide written notice to every owner at least thirty (30) days in advance of each annual assessment period. The final due date of annual assessments shall be 31 days following the assessment period established by the Association.

Section 6. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one half percent per month until paid. In addition to such interest, if any assessment is not paid by the due date the Association shall have the right to record a lien on the Owner's Lot and to immediately charge the Owner for an collection expenses, direct or indirect, occurred by the Association in the collection of such assessments, i. e. legal fees, collection agency fees and court costs. The Owner personally obligated to pay the same, and/or foreclose the lien encumbering the Lot. No owner may waive or otherwise escape liability for the assessments.

Section 7. Subordination of the Association Lien to Mortgages. The Association Lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment Lien.

ARTICLE VII  
OTHER RESTRICTIONS

Section 1. Buildings, Structures, Trailers, Etc. The use of all buildings on the Lots shall be for residential purposes only. No structure whatsoever other than one first-class, private-one-family residence, together with a private garage shall be placed or maintained on any of the Lots. All buildings or structures erected upon the Lot shall be new construction and no buildings or structures shall be moved from any other location onto the Lot. No vehicle, trailer, camper, tent, shack, garage, basement, carport, outbuilding, or any structure of a temporary character shall be used on any portion of the Lots at any time as a residence either temporarily or permanently. Any deviations must be submitted to the Architectural Control Committee for approval by the Committee and the Board.

Section 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and further provided that such pets do not create a nuisance for any other resident within the Properties.

Section 3. Signage. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted on the Properties, nor shall the Properties be used in any building or on any portion of the Properties. The covenants of this section shall not apply to the activities of the Association or its agents or employees in furtherance of its powers and purposes as set forth herein.

Section 4. Concealment. All clothesline, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view from neighboring Lots or streets.

Section 5. Landscaping. No hedges, walls, landscaping, or ground cover shall be erected or maintained upon the Properties except as installed in accordance with the initial construction of the buildings or approved by the Association in accordance with Article III; specifically provided, however, no fences shall be built other than masonry walls, stone walls, or wood split rail.

Section 6. Motorized or non-motorized vehicles. No motorized or non-motorized vehicles of any type which is abandoned or inoperable shall be stored or kept on any Lot. No motorized or non-motorized vehicle, (whether for recreation use or otherwise), aircraft, motorcycle, trailer, boat, or any other such type vehicle may be kept anywhere upon the Lot unless same is located entirely within the carport or garage of the respective Owner. No street, road, or pathway within or adjacent to any of the Properties may be used by vehicles not duly licensed by the Motor Vehicle Department.

Section 7. Parking. All owners shall park their vehicles either on their driveway or within their respective carports or garages only. The streets within or adjacent to any of the Lots shall be for the temporary parking of the guests and invitees of the Owners only. No Owner, tenant, guest, invitee, or other person shall wash or repair any vehicle or trailer on any street, road, or pathway

within, or adjacent to, any of the Properties. Owners are responsible to insure no motorized vehicle, camper, trailer, or the like is used or occupied for cooking, sleeping, or any other type temporary residence on any street, road, pathway within or adjacent to any property within the Plat of the Association; except that an Owner may wash their vehicle on the paved driveway surface leading to their garage.

Section 8. Room Rental. No room or rooms in any residence may be rented or leased to others by the Owner of any Lot. However, nothing in this paragraph shall be construed as preventing the renting or leasing of an entire Lot, together with its improvements.

Section 9. Removal and Placement of Buildings. No building of any nature shall be removed or placed from or upon the Properties to any Lot without the consent of the Association. In the event a building is approved for placement on a Property said building shall comply in all respects with each and every provision of this Declaration relating thereto.

Section 10. Structures. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, placed, or permitted upon any part of the Properties, nor shall any water, oil, natural gas, petroleum, asphalt or hydrocarbon products or substances be produced or extracted therefrom.

Section 11. Containers/Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any part of the Properties. Any containers used in connection with any residence for the storage of propane gas, fuel oil, gasoline or oil, must be in government approved containers and concealed from neighboring Lots, roads, or streets.

Section 12. Antennas. Antennas shall be installed in such a manner not to be visible from other Lots or streets. The Architectural Control Committee will grant an exception in cases when such installation unreasonably increases the cost of installation, maintenance or use, or precludes reception of an acceptable quality signal.

Section 13. Storage. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious otherwise. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done, placed, or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or order which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. No storage container shall be kept at any time in view of any other Lot or street.

Section 14. Evaporative Coolers and Air Conditioning Units. All evaporative coolers and air conditioning units shall be installed only as approved by the Association.

Section 15. Subdividing. No Lot or Lots shall be subdivided except for the purpose of combining the re-subdivided portions with another adjoining Lot or Lots, provided that no additional Lot is created thereby. Any ownership or single holding by any person comprising

part or parts of one or more adjoining Lots shall, for all purposes of this Article be deemed as constituting a single Lot.

Section 16. Dwelling. It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which was produced by the developer at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand three hundred (1,300), square feet for a one story dwelling. A minimum of one yard light shall be installed according to design and location as approved by the Association. The light(s) shall burn continuously at night and shall operate by photoelectric switch.

Section 17. 100 year flood prone areas. Notwithstanding any other provisions of these Declarations, no owner shall have the right to construct or maintain any structure within the 100 year flood prone areas as set forth in the Plat. In addition, no owner shall have the right to cut any vegetation within the 100 year flood prone areas, except any necessary required maintenance to remove any brush to avoid fire hazards and/or to repair any wind and/or flood damage.

#### ARTICLE VIII ENFORCEMENT

Section 1. Enforcement Provisions. The provisions of this Declaration shall be enforced by the Association. In the exercise of the rights of the Association under these Articles, the Association shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereinafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so hereafter.

#### ARTICLE IX ASSOCIATION

Section 1. Association. Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one Owner holds an interest in any Lot, all such persons shall be members. The vote of any such Lot shall be exercised as such Owners determine, but in no event shall more than one vote be cast with respect to any Lot. The powers and duties of the Association directed to the Association under the terms of this Declaration shall be carried out by the Board of Directors as set forth in this Declaration and the Association By-Laws.

#### ARTICLE X GENERAL PROVISIONS

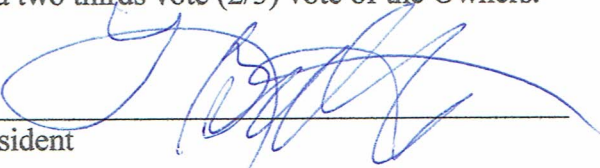
Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

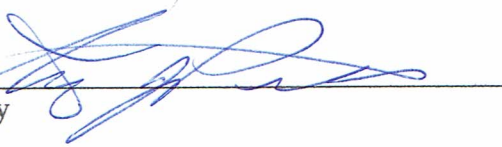
Section 2. Amendment. This Second Amendment and Restated Declaration replaces the Declaration recorded in Docket 9387 at Page 3364 Pima County records. The covenants and restrictions of this Declaration shall run with and bind the land until such time as they are amended and or restated by a two thirds (2/3) vote of the Owners.

Section 3. Legal Costs. If the Association brings a cause of action to enforce any of the provisions of this Declaration against any Owner, including a suit to collect an assessment pursuant to the provisions of Article VI above, the Association shall be entitled to its reasonable legal costs including attorney fees and court costs if it is the prevailing party in any such suit.

Section 4. Effective Date. This Declaration shall become effective on the date it is filed with the Pima County Recorder State of Arizona.

WHEREAS the undersigned certifies that the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for La Canada Homeowners Association was approved by a two thirds vote (2/3) vote of the Owners.

By   
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President

By   
\_\_\_\_\_  
Secretary