

Dorado Country Club Estates Association for Block 70's  
Restated Declaration of Covenants,  
Conditions, and Restrictions (CCRs)

1. Amendment of former CCRs

Pursuant to paragraph 23, Declarations of Covenants, Conditions and Restrictions (CCRs) recorded in the office of the Pima County Recorder in Book 5363 of Maps and Plats at Page 199-213 thereof, regarding the realty described in 2. below, the Board of Directors (directors) of the Dorado Country Club Estates Association for Block 70, Incorporated (corporation) with the consent (24. below) of 51% of the owners of the realty described in 2. below, amends the former CCRs by replacing the former CCRs with these CCRs.

2. Realty

These CCRs concern:

Dorado Country Club Estates, Block 70, Lots 1 through 74, Common Areas, described as Lots 77, 78 & 79, Recreation area described as Lot 75 and private streets described as Lot 76 being a subdivision of a portion of the SE 1/4 of Section 6, T 14-S, R 15-E, G. & S. R. B. & M., Pima County, recorded in the office of the Pima County Recorder in Book 28 of Maps and Plats at Page 18 thereof, and as amended in Book 28 at page 36.

### 3. Purpose

The owners attach these CCRs to the realty described in 2. above as covenants running with the land to establish and maintain uniform benefits for the owners of this realty. These CCRs place duties on the owners, including the corporation, of this realty. These CCRs also establish duties between the owners of lots 1-74 and the corporation.

### 4. Term

These CCRs shall run with the land for 50 years from the date these CCRs are recorded.

### 5. Applicability

These CCRs shall bind each owner's heirs, administrators, successors, assigns, and leasees.

### 6. Corporation

Each owner of lots 1-74 in 2. above shall be a member of the Dorado Country Club Association for Block 70, Incorporated (corporation), to be incorporated to replace the present corporation after these CCRs are recorded, and subject to this corporation's Articles of Incorporation and By-Laws. Each owner has the duty to obtain, read, and comply with the corporation's Articles of Incorporation and By-Laws. However, only one member from each lot is entitled to vote at elections and other meetings, if all fees, assessments, charges under 24. below, charges on quarterly

payments of fees, interest on past due amounts, costs, and attorney fees due from the lot have been paid and the lot is not in violation of these CCRs, as interpreted by the architectural committee and affirmed by the directors. The corporation, as owner of lots 75-79, is not entitled to vote or consent to amendment of these CCRs. The corporation shall have the powers to fix and collect fees, assessments, charges on quarterly payments of fees, interest on past due amounts, and collect charges under 24. below, costs, and attorney fees from owners and enforce these CCRs. The corporation has the duty to own, landscape, and maintain all common areas, maintain the master antenna system to the curb of lots 1-74, enforce these CCRs, maintain adequate insurance payable to the corporation against liability, including surety bonds on officers handling corporate money, and maintain the lawful existence of the corporation. Each owner shall have the right to ensure that the corporation performs these duties.

#### 7. Owners of Lots 1-79

The owners of lots 1-79 have the duty to comply with these CCRs. These owners are responsible and liable for any damage to other owner's property, including the corporation's property, caused by them, their family, guests, employees, or pets. Paragraphs 8., 9., and 24. below shall apply to any failure to pay such damages.

#### 8. Lien

Fees, assessments, charges under 24. below, charges on quarterly payments of fees, interest on past due amounts, costs, an attorney fees shall be a lien on each lot when first due and continue as a lien until satisfied by payment in full. In addition, failure to pay such amounts shall be subject to the remedies in 9. below.

#### 9. Arbitration

Each owner consents to arbitration under Arizona law to resolve disputes between an owner and the corporation regarding these CCRs and implementation of these CCRs by the corporation. The arbitrator's decision shall be final. The prevailing party shall be entitled to judgment in any court of competent jurisdiction to enforce this decision. Such judgment shall include all relief, including injunctive relief, reasonably required to enforce the arbitrator's decision and an award to the prevailing party of costs and reasonable attorney fees for the arbitration and all steps necessary to obtain and enforce judgment.

#### 10. Amendment

These CCRs shall be amended only by the written consent of 51% of the owners of lots 1-74, with each lot entitled to one consent.

### 11. Savings Clause

The invalidity of any part of these CCRs shall not affect the validity of the remaining parts of the CCRs, which shall remain in full force and effect. Delay in enforcing these CCRs shall not be construed as a waiver.

### 12. Lots

No lot shall be resubdivided into smaller lots or conveyed or encumbered in less than the full original dimensions.

### 13. Approval

The directors shall have the right to deny approval of an owner's plans or specifications described below which are not, in their sole opinion, suitable or desirable for this neighborhood for esthetic or any other reason.

No improvement, including the construction of a dwelling, addition, roof extension, detached structure, wall, or other structure or basketball backboard or hoop, shall be commenced, erected, or maintained on any lot until the plans and specifications showing all construction details, including dimensions, location, cost, and color, have been submitted to and approved by the directors. All subsequent changes of any improvement, as defined above and by painting or otherwise, shall be subject to prior approval by the directors. If the directors fail to approve or disapprove such plans within 30 days of receipt, the

plans shall be deemed approved. Neither the directors or the corporation shall be responsible for any defect in plans approved.

#### 14. Use of Lots

Only 1 single family detached residential dwelling shall be constructed on each lot. No part of any dwelling shall be used for living purposes until the entire dwelling is completed. No other structure, such as a trailer, tent, shack, garage, or barn, shall be used for living purposes. No business of any kind, including an institution for the care of the sick, mentally ill, or disabled, shall be conducted in or from any lot. However, each owner may conduct a garage or yard sale once a year. No owner shall engage in or permit any activity causing obtrusive noise.

#### 15. Construction

The floor area of each dwelling, exclusive of garages, entryways, patios, and porches, shall be not less than 1500 square feet. No dwelling, addition to a dwelling, or detached structure shall be less than 30 feet from the front lot line, 40 feet from the rear lot line, 10 feet from the side lot lines, or 10 feet from any other lot line. Carports and detached garages are prohibited. No structure shall be constructed on any easement or constructed to interfere with the maintenance of utilities or change the flow of drainage channels.

#### 16. Walls

Screening of back or side yards shall be by block wall to a maximum height of 6 feet, stuccoed to match the color and texture of the house stucco. Walls in any other area or constructed of any other material shall be subject to approval pursuant to 13. above.

#### 17. Landscaping

Landscaping must be entirely completed within the first year of ownership. Landscaping must complement existing neighborhood landscaping. All areas surrounding dwellings, including easements, must be landscaped. All ground must be covered with an acceptable ground cover landscaping material. Ground cover spilled or washed onto streets must be swept back onto lots. Owners should consider pollen production and insect attraction when selecting plants. Plants must be trimmed and weeds must be removed and properly disposed.

#### 18. Concealed Materials

Garbage cans, woodpiles, storage sheds, and clotheslines shall be screened from adjacent parcels and streets as practicable by walls and landscaping.

#### 19. Vehicles

No motor home, mobile home, house trailer, temporary

house, boat, trailer, or inoperable, dismantled, or currently unlicensed vehicle of any kind shall be permitted to remain on a lot for more than 24 hours, unless inside a garage. Except for a special circumstance, no vehicle of any kind owned by a lot owner shall be parked overnight on any street.

#### 20. Signs

Except for signs identifying the resident, involving the sale or rental of dwellings, Neighborhood Watch or security, and garage or yard sale signs, no sign, including commercial, political, or any other sign advertising or inviting the public into the neighborhood, shall be permitted on any lot at any time. Garage and yard sale signs must promptly be removed at the end of the sale. All permitted signs must complement the neighborhood.

#### 21. Animals

Except for household pets, no animals, livestock, or poultry shall be kept on any lot at any time.

#### 22. Antennas

Except for the corporation's master antenna system, no antennas of any kind may be placed on any lot at any time.

6944 441

### 23. Easements

No material shall be permitted within any easement that may interfere with the installation and maintenance of utilities or which may change the flow of drainage channels.

### 24. Access to Lots

Upon the failure of any owner to maintain a lot, specifically including installing and maintaining requirements imposed by 16-23 above, each owner consents to the corporation's agents entering upon such a lot to make reasonable improvements, repairs, and maintenance and to remove objects to comply with 16-23 above. Each owner further consents to promptly pay the costs of such activities and that failure to pay such costs shall result in the remedies provided under 8. and 9. above.

Each owner consents to the corporation's agents entering upon lots to install and maintain the corporation's master antenna system and inspect construction previously approved by the directors pursuant to 13. above to verify compliance with approved plans.

6944 1151 442

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: BMV  
DEPUTY RECORDER  
1985 PE9

REZMS  
EZ MESSENGER ATTORNEY SERVICE  
EZ-DUNCAN



DOCKET: 12829  
PAGE: 3606  
NO. OF PAGES: 9  
SEQUENCE: 20061180732  
06/20/2006  
ARSTRT 16:40  
PICKUP  
AMOUNT PAID \$ 13.00

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR DORADO COUNTRY CLUB ESTATES, BLOCK 70

Pursuant to Paragraph 10 of the Restated Declaration of Covenants, Conditions and Restrictions for Dorado Country Club Estates, Block 70, ["the Declaration"] as recorded in Docket 6295 at Page 649 *et seq*, Pima County Recorder, this Amendment was approved by 51% of the Owners, with each Lot being entitled to one vote.

*A new paragraph 26 will be added to the Declaration, as follows:*

26. Restrictions on Leases

1. It is the intent and desire of the Owners of the Lots to prohibit the leasing of any of the Lots. Thus, after the date this amendment is recorded, no Owner can lease or rent his/her Lot. All Lots must be Owner occupied, except as follows:
  - a. A Lot is not considered as a rental if it is occupied by a spouse, parent, or child of the Owner; provided, however that if the Lot is occupied by a spouse, child or parent and rent or any other form of remuneration, including the payment of any loan secured by the Lot in lieu of the payment of rent, is being paid to the Owner of the Lot, then the Lot is considered to be a rental unit. Any Owner whose Lot is occupied by a family member, as specified above, other than the Owner in whose name title to the Lot is vested, must notify the Association in writing within five days of commencement of occupancy and provide the Association with the name, relationship and phone number of the person occupying the Lot.
  - b. A Lot is not considered as a rental if title to the Lot is vested in a trust and the beneficiary of the trust, or the trustees of the trust reside on the Lot.

110000 000000

The President and Secretary of Dorado Country Club Estates Association for Block 70, Inc., attest that this Amendment to the Declaration of Covenants, Conditions and Restrictions was approved by the Owners of at least 51% of the Lots.

Dated this 7<sup>th</sup> day of June, 2006.

DORADO COUNTRY CLUB ESTATES ASSOCIATION FOR BLOCK 70, INC.

By: Peggy Tanella  
President

ATTEST: Kim Collins  
Secretary

State of Arizona )  
                          ) ss.  
County of Pima    )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this \_\_\_ day of \_\_\_, 2006, by Peggy Tanella, President and KIM COLLINS, Secretary of Dorado Country Club Estates Association for Block 70, Inc.

Ernie J. Juch  
Notary Public

My Commission Expires



HARRISON 030007