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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MISSION RIDGE
LOTS 60-69, 123-167, 171-175, 199 AND 200**

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MISSION RIDGE**

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	3
Section 1.01.	Articles	3
Section 1.02.	Board	3
Section 1.03.	Bylaws	3
Section 1.04.	Declarant	3
Section 1.05.	Supplemental Declaration or Restrictions	4
Section 1.06.	Developer	4
Section 1.07.	Dwelling Unit	4
Section 1.08.	Lot	4
Section 1.09.	Member or Club Member	4
Section 1.10.	Membership Assessments	4
Section 1.11.	Owner(s) or Lot Owner	5
Section 1.12.	Person	5

Section 1.13.	Plat	5
Section 1.14.	Presidio Gardens Community Club or Club Property	5
Section 1.15.	Presidio Gardens Community Club Association or P.G.C.C.A.	5
Section 1.16.	Property or Subdivision	6
Section 1.17.	Rules	6
ARTICLE II		GENERAL
Section 2.01.	Insurance Rates	6
Section 2.02.	Signs	6
Section 2.03.	Animals	7
Section 2.04.	Trash Containers	7
Section 2.05.	Mail Boxes	7
Section 2.06.	Garage Doors	7
Section 2.07.	Aerials	8
Section 2.08.	Nuisances	8
Section 2.09.	Unightly Articles	8
Section 2.10.	Diseases and Insects	9
Section 2.11.	Drainage	9
Section 2.12.	Utility Easements	9
Section 2.13.	Electrical Service and Telephone Lines	10
Section 2.14.	Exemption of Developer	11
ARTICLE III	OWNERS' PERMITTED USES, RESTRICTIONS AND	

	RIGHTS OF DWELLING UNITS AND LOTS	11
Section 3.01.	Private Residential Purposes	11
Section 3.02.	Renting	12
Section 3.03.	Easement for Encroachments	12
Section 3.04.	Architectural Control	12
ARTICLE IV	PRESIDIO GARDENS COMMUNITY CLUB	
	MEMBERSHIP AND USE PRIVILEGES	13
Section 4.01.	Association and Club Membership	13
Section 4.02.	Use Privileges	14
Section 4.03.	Conditional Use of Club Property	14
	A. Guests	
	B. Rules, Regulations, Articles, Bylaws and the	
	Supplemental Declaration	14
	C. Security Deposit and Clean-Up Fees	14
	D. Special Assessment	15
	E. Easements	
Section 4.04.	Management	16
Section 4.05.	Disclosure of Nonexclusive Use of Club Property	16

Section 4.06.		Damages	17
ARTICLE V			COVER
Section 5.01.	Creation of the Lien and Personal Obligation to Pay Assessments		
Section 5.02.		Purpose of Membership Assessments	16
Section 5.03.		Uniform Rate of Assessment	18
Section 5.04.	Date of Commencement of Annual Membership		
		Assessments: Due Dates	18
Section 5.05.	Effect of Nonpayment of Assessments; Remedies of the P.G.C.C.A.		19
		A. Enfo	
		B. Enfo	
Section 5.06.		No Exemption of Owner	22
Section 5.07.		Subordination of the Lien to Mortgages	23
Section 5.08.	Mortgage Protection and Additional Assessment as		
		Common Expense	23
ARTICLE VI			GENE
Section 6.01.		Term	23
Section 6.02.		Amendments	24
Section 6.03.		Exercise of Declarant's Right	24
Section 6.04.		Enforcement and Non-Waiver	25

		A. Enfo	
		B. Pre	
		C. Viol	
		D. Viol	
	E. Remedies Cumulative		26
	F. Non-Waiver		26
Section 6.05.	Mortgage Protection		26
Section 6.06.	Construction		27
		A. Inter	
		B. Res	
		C. Rule	
		D. Sing	
		E. Cap	
Section 6.07.	Savings Clause and Obligation of Developer to Pay		
	Assessments		28
Section 6.08.	Delivery of Notices and Documents		29
Section 6.09.	Right to Change Project Name		30
Section 6.10.	FHA/VA Approval		30
Section 6.11.	Binding Effect		30
Section 6.12.	Resubdivision		31
Section 6.13.	Conflict Provisions		31

EXHIBIT A	33
EXHIBIT B	34
EXHIBIT C	35

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MISSION RIDGE
LOTS 60-69, 123-167, 171-175, 199 AND 200**

THIS SUPPLEMENTAL DECLARATION, made this day of *July*, *1999*, by LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee under Trust No. 7567-T and U.S. HOME CORPORATION, a Delaware corporation, as Beneficiary, its Successors and assigns, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in the County of Pima, State of Arizona, described on Exhibit A attached hereto and incorporated by reference here- in, which shall hereinafter be referred to as the "Property"; and,

WHEREAS, said Plat designates the areas and dimension for each Lot on the Property, which Lot areas are numbered 60- 69, 123-167, 171-175, 199 and 200, boundary lines and easements: and,

WHEREAS, Declarant proposes to construct individual Dwelling Units upon the subdivided portion of the Property and to sell and convey the same, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of the Property and the sub- sequent owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens all of which **are** for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The covenants, conditions, restrictions, uses, limitations, obligation, easements and equitable servitudes, charges and liens set forth herein shall run with the Property; shall be binding upon all persons having or acquiring any interests in the Property or any part thereof: Shall inure to the benefit of and be binding upon Declarant, its successors in interest, and may be enforced by Declarant or its successors in interest, by any Owner or his successors in interest or by any entity having an interest in their enforcement.

No provision contained herein shall be construed to prevent or limit Developer's right to complete development of the Property and construction of improvements thereon, or to modify the design of the homes or Dwelling Units to be built upon said Property, nor Developer's right to maintain model homes, construction, sales or leasing offices or similar facilities on the Property, nor Developer's right to post signs incidental to construction, sales or leasing, nor Developer's right to do anything that it may, in its sole discretion, deem necessary and proper for the full development of the Property.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases then used herein shall have the meanings hereinafter assigned.

Section 1.01. "Articles" shall mean the Articles of Incorporation of the Presidio Gardens Community Club Association and amendments thereto which are filed in the office of the Arizona Corporation Commission.

Section 1.02. "Board" shall mean the Board of Directors of the Presidio Gardens Community Club Association.

Section 1.03. "Bylaws" shall mean the code of rules adopted for the regulation and management of the affairs of Presidio Gardens Community Club Association, together with any amendments thereto.

Section 1.04. "Declarant" means LAWYERS TITLE OF ARIZONA, an Arizona corporation as Trustee under Trust No. 7567-T and not otherwise and U.S. HOME CORPORATION, as Beneficiary, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 1.05. "Supplemental declaration" or "Restrictions" shall mean this instrument and any amendments thereto.

Section 1.06. "Developer" shall mean U.S. HOME CORPORATION, a Delaware corporation authorized to do business in Arizona, and its successors in interest pursuant to an instrument duly recorded conveying its interest as Developer.

Section 1.07. "Dwelling Unit" shall mean all of that permanent physical structure located on the property of the Owner including but not limited to, the single-family residential dwelling and carport or garage.

Section 1.08. "Dwelling Unit Resident" shall mean the person(s) and family

entitled by ownership or by lease agreement to reside in a Dwelling Unit.

Section 1.09. "Lot" shall mean any plot of land which is part of the Property and is identified upon the recorded Plat of the Subdivision as a Lot, and all improvements thereon which are conveyed or are to be conveyed by Declarant or developer.

Section 1.10. "Member" or "Club Member" shall mean and refer to every person and/or entity who holds membership in the Presidio Gardens Community Club Association or who has use privileges of the Club Property arising out of lot ownership.

Section 1.11. "Membership Assessments" shall mean those assessments to be paid by each Owner to the administration of the Club Property or to the Presidio Gardens Community Club Association for privileges of the use and enjoyment of the Club Property and for the purpose of maintaining a fund for the operation, maintenance, management, administration and improvement of the Club Property.

Section 1.12. "Owner(s)" or "Lot Owner" shall mean and refer to (1) the record owner, whether one or more persons or entities, or (2) the holder of equitable or beneficial title (or legal title if same has merged) of any Lot under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, or a lessee or tenant of an Owner as defined above.

Section 1.13. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.14. "Plat" shall mean the Subdivision Plat covering the Property

recorded in Book 33, Page 19 in the books of Maps and Plats, Pima County Recorder's Office.

Section 1.15. "Presidio Gardens Community Club" or "Club Property" shall mean all that real property described on Exhibit B attached hereto and incorporated by reference here- in, and the improvements located thereon.

Section 1.16. "Presidio Gardens Community Club Association" or "P.G.C.C.A." shall mean a nonprofit corporation or association or other business entity which is formed or to be formed for the operation, maintenance, management, administration and improvement of the Presidio Gardens Community Club, it successors and assigns.

Section 1.17. "Property" or "Subdivision" shall mean all that real property which is identified in the Plat as Lots 60-69, 123-167, 171-175, 199 and 200. The legal description of said property is set forth on Exhibit A attached hereto and incorporated by reference herein.

Section 1.18. The "Rules" shall mean the rules adopted by the Board pursuant to the Bylaws.

ARTICLE II

GENERAL RESTRICTIONS

All property within the Subdivision shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 2.01. Insurance: Rates. Nothing shall be: done or kept on any Lot which is so hazardous or dangerous as to cause an increase in the rate of or which will result

in the cancellation of insurance on any such property or which would be in violation of any law.

Section 2.02. Signs. No signs of any kind shall be displayed which are visible from neighboring property without the approval of the Declarant, So long as the Declarant is an Owner of any Lot within the Property, except:

A. Such signs as may be required by legal proceedings;

B. Such signs as may be used by Developer in connection with the development of the Subdivision and sale of the Lots; and

C. Such signs indicating a Lot is for sale or lease not exceeding eight (8) square feet.

Section 2.03. Animals. No animals of any kind shall be raised, bred, or kept, except that a reasonable number of generally recognized house or yard pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to become a nuisance. A "reasonable number" as used in this Section shall mean no more than two pets per household.

Section 2.04. Trash Containers. No garbage or trash shall be placed or kept on any property within the Subdivision, except in covered containers. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be allowed.

Section 2.05. Mail Boxes. All mail and paper delivery boxes within the Property shall comply with standards promulgated by the United States Postal Service.

Section 2.06. Garage Doors. All garage doors of Dwelling Units shall remain fully

lowered and closed at all times unless the door is being used for purposes of ingress and egress.

Section 2.07. Aerials. No aerial, for use of TV, radio or other form of communication reception, of a temporary or permanent character, which exceeds five feet (5') in height, shall be erected on any Lot or attached to the principal residence located upon any Lot in this Subdivision.

Section 2.08. Nuisances. After completion of construction of any Dwelling Units and landscaping of the Lots, no rubbish or debris of any kind shall be placed or permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon such property So as to be offensive or detrimental to its occupants.

Section 2.09. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining Lots or from the street or public way. At no time shall there be any outside storage of commercial vehicles, boats, Trailers, campers, motor vehicles, mobile homes or house trailers of any type on the Property and adjacent thereto. At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories. Any and all items stored in a carport or garage area shall be stored So as to conceal the same from view from adjoining property or from the street or public way. Grass, shrub or tree clippings and all clothes lines, machinery, storage piles, wood piles, garbage or trash

containers shall be kept within an enclosed structure or appropriately screened from view of adjoining property or from streets or public way except when necessary to make available for collection and then, only the shortest time reasonably necessary to effect such collection.

Section 2.10. No Owner shall permit any thing or condition to exist upon any property within the Subdivision which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 2.11. There shall be no Interference with the established drainage pattern over any property within the Subdivision unless adequate provision is made for proper drainage conforming to applicable city and county rules, regulations, ordinances, and drainage criteria, and is approved by Pima County Flood Plain Board. For purposes hereof "established drainage" is defined as the drainage which exists at the time the overall grading of the property is completed, or which is shown on any plans conforming to city rules & regulations, ordinances, and drainage criteria approved by the Pima County Flood Plain Board.

Section 2.12. There is hereby created a blanket easement upon, across, over and under the property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Property and to affix and maintain wires, circuits and conduits on, in, and under the

roofs and exterior walls of Dwelling units. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on the Property except as initially designed and installed or thereafter approved by the Declarant, so long as the Declarant is the Owner of any Lot within the Property. This easement shall in no way affect any other recorded easements on the Property. In no event shall any portion of the above-mentioned easements for utilities be construed to authorize the placing or installing of sewers, electrical lines, water lines and other utilities under any permanent building structure constructed on the Property. This easement shall be limited to improvements as originally constructed. There is also hereby created an access easement for the delivery and collection of the u.s. Mail.

Section 2.13. Electrical Service and Telephone. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead; provided, however, that if the provisions hereof are waived by the Declarant, the erection of temporary power or telephone structures incident to construction will be permitted; and further provided, however, that one such waiver shall not constitute a waiver as to other Lots or lines.

Section 2.14. Exemption of Developer. Nothing in these Restrictions shall limit the right of Developer to complete excavation, grading, and construction of improvements to any property within the Subdivision owned by Declarant, or to alter such improvements, including alterations of design or materials or both, or to construct such additional improvements as Developer deems advisable in the course of develop-

ment of the Subdivision so long as any Lot or Dwelling Unit therein remains unsold, or to use any structure in the Sub-division as a model home or real estate sales or leasing office. The rights of Developer hereunder or elsewhere in the Restrictions may be assigned.

ARTICLE III

OWNERS' PERMITTED USES, RESTRICTIONS AND RIGHTS OF DWELLING UNITS AND LOTS

Section 3.01. Private Residential Purposes. Lots and the Dwelling Units thereon shall be occupied and used by the respective Owners solely for private residential use for the Owner, his family, tenants and social guests and for no other purpose. No gainful occupation, profession, trade, or nonresidential use shall be conducted on any such property except that developer may maintain sales or construction offices and sales models on the property.

Section 3.02. Renting. Owner shall have the right to lease or rent his Dwelling Unit; provided, however, that any lease agreement, verbal or written with a tenant or lessee shall provide that any such tenant or lessee shall abide by the Rules, Bylaws and Articles of the P.G.C.C.A. and the provisions of this Supplemental Declaration.

Section 3.03. Easement for Encroachments. Each Lot Shall be subject to an easement for encroachments created by construction, settling and ovechan9s, as designed or constructed by the Developer. A valid easement for said encroachments and for the maintenance of same, so long as they exist shall and does exist. In the

event Dwelling Units are partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Dwelling Units due to construction shall be permitted and that a valid easement for said encroachments and the maintenance therefore shall exist.

Section 3.04. Architectural Control. Following the completion of original construction and build-out of the Property by Developer, or its assigns and successors in interest, no building, fence, wall, or other structure shall be commenced, erected or Maintained upon a Lot, nor shall any exterior addition to, or change in, or alteration of a Dwelling Unit or the exterior color scheme thereof be made 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 an architectural committee composed of three (3) or more representatives elected by the then record Owners of a majority of the Lots. The appointment of the committee shall become effective upon election as recorded in the minutes of P.G.C.C.A. In the event the committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

ARTICLE IV

PRESIDIO GARDENS COMMUNITY CLUB MEMBERSHIP

AND USE PRIVILEGES

Section 4.01. Association and Club Membership. All Owners or Dwelling Unit Residents shall be member. of P.G.C.C.A. and shall have the use and enjoyment of the Club Property. Such membership and privileges may be assigned by Owners to Dwelling Unit Residents but memberships shall be appurtenant to and may not be separated from privity of current ownership of any Lot. A nonprofit corporation or association ("Presidio Gardens Community Club Association" or -P.G.C.C.A.-) has been formed for the purpose of the operation, maintenance, management, administration and improvement of the Club Property.

Section 4.02. Use Privileges. The Dwelling Unit Resident's membership to the Presidio Gardens Community Club shall carry with it the privilege for all members of such resident's immediate family to use and enjoy the facilities of the Club Property. The name of each Dwelling Unit Resident and the name of all persons in such resident's immediate family who reside upon the Lot shall be registered by the Member with the P.G.C.C.A.

Section 4.03. Conditional Use of Club Property. The use of the Club Property by the Owner, his family, guests, tenants or lessees is subject to the following conditions:

A. Guests. Those persons with use privileges of the Club Property, by way of Lot ownership or by way of Dwelling Unit residency, may be allowed to have guests use the recreational facilities provided that such guests are accompanied by at least one (1) person holding use privileges by said ownership or residency. An additional guest fee may be charged in an amount and in a manner to be determined by the

P.G.C.C.A.

B. Rules, Regulations, Articles, Bylaws and the Supplemental Declaration.

All persons and their guests using the facilities of the Club Property must abide by the rules and regulations promulgated by the P.G.C.C.A., the P.G.C.C.A. Articles and Bylaws and these Restrictions.

Section 4.04. Management. The Board shall control, maintain, manage and improve the Club Property. Such right and power of control and management shall be exclusive. In managing the Club Property the P.G.C.C.A. hereby accepts all responsibility for the control, maintenance, safety and liability of such Club Property including, but not limited for the operation and maintenance of the recreational facilities located upon the Club Property, the collection and payment of the taxes assessed by the County Assessor on Club Property and insurance coverage as provided in the Bylaws.

Section 4.05. Disclosure of Nonexclusive Use of Club Property. The use of the Club Property by the Lot Owner, the Owner's family, guests, tenants or lessees shall be non-exclusive. The Lot Owner's privilege of use and enjoyment of the Club Property may be subject to use privileges of those Lot owners within those certain properties legally described on Exhibit C attached hereto and incorporated by reference here- in.

Section 4.06. Damages. Each Owner shall be liable to the P.G.C.C.A. for any damage to the Club Property which may be sustained by reason of the negligence or

willful misconduct of said Owner or of his family and guests, both minor and adult. In the case of joint ownership of a Lot the liability of such Owners shall be joint and several, except to the extent that the P.G.C.C.A. has previously contracted in writing with such joint Owners to the contrary. The amount of such damage shall be an assessment against the Lot and may be collected by the P.G.C.C.A. in the manner provided for the collection of other assessments.

ARTICLE V

COVENANTS FOR CLUB MEMBERSHIP ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation to Pay Assessments.

Each Owner, by acceptance of a deed to any Lot, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the P.G.C.C.A., the Membership Assessments provided for herein. The assessments provided for herein, and with respect to delinquent payments thereof, an amount equal to interest, costs, and reasonable attorneys' fees for collection, shall be a continuing lien upon the property against which each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5.02. Purpose of Membership Assessments. The assessments provided for herein shall be used exclusively to promote the recreation, health, safety and welfare

of the Members and their guests, for the improvement and maintenance of the Club Property including but not limited to the operation and maintenance of all recreational facilities located within the Club Property, and for all purposes set forth in the Articles and Bylaws of the P.G.C.C.A. and this Supplemental Declaration.

Section 5.03. Uniform Rate or Assessment. .Membership Assessments must be fixed. at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5.04. Date of Commencement of Annual Membership Assessments: Due Dates. The annual Membership Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner (except as limited by Section 6.07 herein). The first annual assessment shall be adjusted according to the number of months remaining in the P.G.C.C.A.'s fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each Annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto in the event of its increase or decrease from the last annual assessment. The due dates of such assessments, partial payment for which may become due on a periodic basis, shall be established by the Board of Directors. The P.G.C.C.A. shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the P.G.C.C.A. setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the P.G.C.C.A. as to the status of assessments on a Lot is binding upon the P.G.C.C.A. as of the date of its issuance.

Section 5.05. Effect of Nonpayment of Assessments; Remedies of the

P.G.C.C.A. Each Owner shall be deemed to covenant and agree to pay to the P.G.C.C.A. the assessments provided for herein, and agrees to the enforcement .of the assessments in the manner herein specified.

If an assessment is not paid within thirty (30) days after the due date, the assessment shall be deemed delinquent and shall bear interest at the rate of twelve percent (12\) per annum. Late payments shall first be credited toward interest due, then toward assessments first due. In the event the P.G.C.C.A. employs an attorney for collection of any assessments, whether by suit or otherwise, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, and in addition to any other remedies herein or by law provided, the P.G.C.C.A. may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures.

A. Enforcement by Suit. The board may cause a suit at law to be commenced and maintained in the name of the P.G.C.C.A. against an Owner to enforce each such assessment obligation. Such suit shall demand judgment to include the amount of delinquency, together "with interest thereon at the maximum rate permitted by law from the date of the delinquency

- (1) The name of the delinquent Owner;

- (2) The legal description of the Lot against which claim of lien is made:
- (3) The total amount claimed to be due and owing for the amount of delinquency, interest thereon, collection costs, and reasonable attorneys. fees (with any proper offset allowed):
- (4) That the claim of lien is made by the P.G.C.C.A. pursuant to this Supplemental Declaration: and,
- (5) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the P.G.C.C.A. as a lien upon the Lot. Such a lien shall have priority over all claims of liens created subsequent to the recordation thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the lien of any first mortgage. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a realty mortgage as set forth by the laws of the State of Arizona, as they may be changed or amended.

The lien provided for herein shall be in favor of the P.G.C.C.A. and shall be for the

benefit of all other Owners. The P.G.C.C.A. shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this matter. Notwithstanding the foregoing, the failure by Owner to pay assessments provided for herein shall not constitute a default under any federally insured mortgage.

Section 5.06. No Exemption of Owner. No Owner is exempt from liability for payment of assessment by waiver of the use of enjoyment of the Club Property, or by abandonment of his Lot except as specifically provided in Section 6.07.

Section 5.07. Subordination of the Lien to mortgage. The lien of the assessment 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.

Section 5.08. Mortgage protection and Additional Assessment as Common Expense. Notwithstanding and prevailing over any other provision of this Supplemental Declaration, or the P.G.C.C.A. Articles or Bylaws, or the Rules, the following provisions shall apply to and benefit each holder of a first mortgage upon a Lot (called the first mortgagee):

- A. The first mortgagee shall not by reason of the mortgage, be personally

liable for the payment of any assessment or charge, nor for the observation or performance of any covenant, restriction, regulation, rule, article or bylaw, except for those matters which are enforceable by injunctive or other equitable actions, not Requiring the payment of money, except as hereinafter provided.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Term. The covenants, conditions, and restrictions of this Supplemental Declaration shall remain in full force and effect for a period of twenty (20) years from the date this Supplemental Declaration is recorded. Thereafter, they shall be deemed to have been renewed and automatically extended for successive periods of ten (10) years each unless the Owners of a majority of the Lots elect to terminate the covenants, conditions and restrictions.

Section 6.02. Amendments. This Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the P.G.C.C.A. certifying that such amendment has been approved by the vote or written consent of the then Owners of not less than two-thirds (2/3) of the Lots and such amendment shall be effective upon its recordation with the Pima County Recorder. Notwithstanding the above, as long as Declarant is

PAGE 24 MISSING

B. Prerequisite to Litigation. IN the event of a dispute between an Owner,

the P.G.C.C.A., Declarant or Developer, the complainant, if any Owner as an absolute condition precedent to instituting a legal, action against the P.G.C.C.A., Declarant or Developer respondent, must first serve notice in writing on respondent in the manner herein after provided, advising him of the alleged grievance, the action or results desired and a date and time convenient for a meeting; the respondent shall have a minimum of fifteen (15) days, but not to exceed thirty (30) days, from receipt of said notice, in which to conduct a meeting for the purpose of arriving at a settlement of the controversy with complainant.

C. Violation and Nuisance. Every act or omission whereby any provision of this Supplemental Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Developer, the P.G.C.C.A., or any Owner or group of Lot Owners within the Subdivision.

D. Violation of the Law. Each and every provision of this Supplemental Declaration and any amendment hereto shall be subject to all applicable state, county, municipal or local ordinances and subdivision regulations and any future amendments thereto. Any violation of any state, county, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth herein or in the Bylaws.

E. Remedies Cumulative. Each remedy provided by these Restrictions is

cumulative and not exclusive.

F. Non-Waiver. Failure by Declarant, the P.G.C.C.A. or by any Owner to enforce any of the provisions of these Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of these Restrictions.

Section 6.05. Mortgage Protection. Notwithstanding any other provision of this Supplemental Declaration, no amendment of this Supplemental Declaration shall operate to defeat and render invalid the rights of the beneficiary under any Deed of Trust or mortgages of a mortgage upon a Lot made in good faith for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such Deed of Trust Or mortgage such Lot shall remain subject to this Supplemental Declaration as amended.

Section 6.06. Construction.

A. Interpretation. The provisions of this Supplemental Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Subdivision. This supplemental Declaration shall be construed and governed by the laws of the State of Arizona.

B. Restriction Severable. Notwithstanding the provisions of the foregoing paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial, invalidity of any provision or

portion thereof shall not affect the validity or enforceability of any other provision.

C. Rule Against perpetuities. In the event the provisions hereunder are determined by a court of competent jurisdiction to be violative of the rule against perpetuities by reason of the period of time herein stated for which the same shall be effective, then in that event said periods of time shall be reduced to a period of time which shall not violate the rules against perpetuities as set forth in the laws of the State of Arizona.

D. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

E. Captions. All captions and titles used in this Supplemental Declaration are intended solely for convenience or reference purposes only and in no way define, limit, or describe the intent and meaning of the provisions hereof.

Section 6.07. Savings Clause and Obligation of Developer to Pay Assessments.

Notwithstanding anything stated herein to the contrary, Developer shall have full and complete

PAGE 28 MISSING

ally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail: postage prepaid, certified or registered mail addressed as follows: If to the P. G .C.C.A. to :

Presidio Gardens Community Club Association

c/o U.S. Home Corporation

5501 N. Swan, Suite 100

Tucson, Arizona 85718

If to an Owner, to the address of Any Lot within the Subdivision owned, in whole or in part, by him or to any other address last furnished by an Owner to the P.G.C.C.A.; and if

to the Declarant:

U.S. Home Corporation 5501 N. Swan

Tucson, Arizona 85718

provided, however, that any such address may be changed at any time by the party concerned by delivering written notice of change of address to the P.G.C.C.A. Each owner of a Lot shall title the current mailing address of such owner with the P.G.C.C.A. and shall promptly notify the P.G.C.C.A. in writing of any subsequent change of address.

Section 6.09. Right to Change Project Name. For purposes of this supplemental

Declaration and the Bylaws, the project has been named presidio Gardens. Declarant hereby reserves the right to change the name of the project to any other name of its choosing at any time in the future.

Section 6.10. FHA/VA Approval. As long as Developer retains membership in the P.G.C.C.A. as provided for in the Articles of Incorporation or the P.G.C.C.A., the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Club Property, and, amendment of this Supplemental Declaration of Covenants, Conditions and Restrictions.

Section 6.11. Binding Effects. By acceptance of a deed or acquiring any ownership interest in any of the property included within this Supplemental Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules or regulations now or hereafter imposed by this Supplemental Declaration and amendments thereof. In addition each such person by so doing thereby acknowledges that this Supplemental Declaration sets forth a general scheme for the Property and hereby evidences his interest that all restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this

Supplemental Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

IMPORTANT NOTICE: THIS SUPPLEMENTAL DECLARATION AS PRESENTED HERE IS INTENDED FOR CONVENIENCE ONLY AND IS NOT LEGALLY BINDING IN ELECTRONIC OR PRINTED FORM. PLEASE REFER TO THE ORIGINAL DOCUMENTS, DENOTED BY THE CORPORATE SEAL OF PRESIDIO GARDENS COMMUNITY CLUB ASSOCIATION.