

**AMENDED AND RESTATED**

**DECLARATION OF**

**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**THE LINKS AT SANTA RITA SPRINGS**

**(Age Restricted: a 55+ community)**

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**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
THE LINKS AT SANTA RITA SPRINGS**

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LINKS AT SANTA RITA (this "Declaration") is made this \_\_ day of \_\_\_\_\_, 2006, by the owners (the "Owners") of the real property described as:

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Lots 1 through 104; and Common Areas A (Private Streets), B (Private Drainageway and Open Space), and C (Drainageway, Open Space, and Public Pedestrian Access) of THE LINKS AT SANTA RITA SPRINGS, as shown in the Plat of Record in Book 50 at page 70 and in Book 51 at page 38 of Maps and Plats of the Pima County Recorder's Office (the "Property").

**INTRODUCTION**

1. The Declarant executed the Declaration of Covenants, Conditions and Restrictions for THE LINKS AT SANTA RITA SPRINGS, which was recorded on December 9, 1997, in Docket 10688 at page 1621 *et seq.*, office of the Pima County Recorder (the "Original Declaration"); and

2. An Amendment to the Original Declaration was recorded on September 11, 1998, in Docket 10879 at page 1149 *et seq.*, office of the Pima County Recorder; and

3. A second Amendment to the Original Declaration was recorded on June 25, 2001, in Docket 11577 at page 1146 *et seq.* office of the Pima County Recorder; and

4. In accordance with Section 14.2 of the Original Declaration, at least 67% of the Owner voted to adopt this Declaration and to supersede the Original Declaration and its amendments and in accordance with Section 13.5 of the Original Declaration, Declarant was given notice of and has approved the adoption of this Declaration.

**NOW THEREFORE**, the Owners hereby declare that the Property is and shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, uses, restrictions, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter collectively referred to as the "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Restrictions set forth herein shall run with the Property for all purposes, shall be binding upon all persons having or acquiring any right, title or interest therein, and shall inure to the benefit of, be binding upon and enforceable by all Owners, the

1 Association and their successors in interest, whether or not stated in any document or deed  
2 transferring any interest in any Lot to or from such persons.

3  
4 **ARTICLE 1**  
5 **DEFINITIONS**  
6

7 The terms used in this Declaration and the Governing Documents shall generally  
8 be given their natural, commonly-accepted definitions unless otherwise specified.  
9 Capitalized terms shall be defined as set forth below:  
10

11 1.1 "Architectural Review Committee" or "ARC" shall mean the committee  
12 established pursuant to Article 8 of this Declaration.  
13

14 1.2 "The Links Homeowners Guidelines" or "Guidelines" shall mean the rules  
15 and regulations adopted by the Architectural Review Committee, as such rules may be  
16 amended and supplemented from time to time by the Board.  
17

18 1.3 "Articles" shall mean the Articles of Incorporation of the Association which  
19 have been filed in the Office of the Arizona Corporation Commission as such Articles may  
20 be amended from time to time.  
21

22 1.4 "Association" shall mean The Links at Santa Rita Springs Homeowners  
23 Association, Inc., an Arizona non-profit corporation, its successors and assigns.  
24

25 1.5 "Board" shall mean the Board of Directors of the Association.  
26

27 1.6 "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be  
28 amended or restated from time to time.  
29

30 1.7 "Common Area" or "Common Areas" shall mean all real property and the  
31 Improvements or amenities thereon, all personal property, all easements and licenses and  
32 facilities which shall from time to time be constructed, owned, controlled or operated by  
33 the Association in and for the common use and enjoyment of the Owners.  
34

35 1.8 "Community-Wide Standard" shall mean the standard of conduct,  
36 maintenance, or other activity generally prevailing throughout the Property. Such  
37 standard shall be that which has been established by the Declarant, and the Architectural  
38 Review Committee, and may be more specifically determined by the Board.  
39

40 1.9 "Declarant" shall mean Title Guaranty Agency of Arizona, Inc., an Arizona  
41 corporation, as Trustee under Trust Nos. T-1298 and 1299, its successors and any person  
42 or entity to whom it may expressly assign its rights under this Declaration.  
43

1           1.10 “Declaration” shall mean the covenants, conditions, restrictions and  
2 easements herein set forth in this entire document, and in any amendments.

3  
4           1.11 “Dwelling Unit” shall mean any building, or part thereof, situated upon a Lot  
5 and intended for use and occupancy as a residence by a Single Family.

6  
7           1.12 “Fair Housing Act” shall mean the Fair Housing Act and its Amendment of  
8 1988, Public Law 100-430, 42 U.S.C. Section 3601, et seq., as further interpreted by Rules  
9 and Regulations of the Department of Housing and Urban Development, and which laws  
10 and regulations have been adopted in substantial conformity by Arizona Revised Statutes  
11 Section 41-1491.04.

12  
13           1.13 “First Mortgage” shall mean the holder of any mortgage or deed of trust  
14 under which the interests of any Owner of a Lot is encumbered and which mortgage or  
15 deed of trust has first and paramount priority, subject only to the lien for general or ad  
16 valorem taxes and assessments, and such other matters as are recognized in such First  
17 Mortgage as permitted title exceptions. “First Mortgagee” shall mean the holder of a First  
18 Mortgage.

19  
20           1.14 “Governing Documents” shall mean this Declaration and any applicable  
21 Supplemental Declaration, the Bylaws, the Articles, The Links Homeowners Guidelines,  
22 and the Association rules and regulations that may be adopted by the Board, as they may  
23 be amended, as well as applicable Master Association Documents.

24  
25           1.15 “Improvements” shall include any and all construction or alterations thereto,  
26 including but not limited to all buildings and structures, driveways, parking areas, fences,  
27 walls, landscaping, signs, excavation or site work, and including without limitation  
28 grading, road construction, utilities, alterations or modifications thereto.

29  
30           1.16 “Lot” shall mean an area of real property designated as a “Lot” by numerical  
31 designation on the Plat of the Property.

32  
33           1.17 “Master Development Plan” shall mean the conceptual or site development  
34 plan at any time in effect for the Property and approved by Pima County, Arizona or any  
35 other governmental jurisdiction having the authority to approve and regulate master plans  
36 for planned area developments located in the Property, as the same may be amended from  
37 time to time.

38  
39           1.18 “Member” shall mean any Owner.

40  
41           1.19 “Occupant” shall mean any Person, other than an Owner, occupying a Lot,  
42 or any portion thereof, or building or structure thereon, as a Resident, licensee or  
43 otherwise, other than on a merely transient basis.



1           1.20 “Owner” shall mean the Record holder of legal title to the fee simple interest  
2 in any Lot, or in the case of a Recorded “contract” (as that term is defined in A.R.S. Section  
3 33-714(2)), the holder of Record of the purchaser’s or vendee’s interest under said contract,  
4 but excluding others who hold such title merely as security. If fee simple title to a Lot is  
5 vested of Record in a trustee pursuant to A.R.S. Section 33-801 et seq. for purposes of this  
6 Declaration, legal title shall be deemed to be held by the trustor (or the trustor’s successor  
7 of Record), and not by the trustee. An Owner shall include any Person who holds Record  
8 title to a Lot in joint ownership or as an undivided fee interest.  
9

10           1.21 “Person” shall mean a natural person, a corporation, a partnership, a trustee  
11 or any other legal entity.  
12

13           1.22 “Plat” shall mean the plats or surveys affecting the Property filed in the office  
14 of the Recorder for Pima County, Arizona, in Book 50 at page 70 and in Book 51 at page  
15 38 of Maps and Plats of the Pima County Recorder’s Office.  
16

17           1.23 “Property” or “The Links at Santa Rita Springs” shall mean the property  
18 described on the Plat.  
19

20           1.24 “Record”, “Recording”, and “Recorded” shall mean placing or having placed  
21 a document of public record in the Official Records of Pima County, Arizona.  
22

23           1.25 “Resident” shall mean:

24           1. Each Tenant or Lessee who resides on the Property and the members  
25 of his/her immediate family, who resides on the Property;  
26  
27

28           2. Each Owner who resides on the Property and the members of  
29 his/her immediate family, who resides on the Property; and  
30

31           3. Such persons as the Board, in its absolute discretion, may authorize,  
32 including, without limitation, guests of an Owner or a Tenant.  
33

34           1.26 “Single Family” shall mean a group of one or more persons each related to  
35 the other by blood, marriage or legal adoption, or to group of not more than three  
36 unrelated persons which maintain a common household as a single housekeeping unit.  
37

38           1.27 “Visible From Neighboring Property” shall mean, with respect to any given  
39 object, that such object would be visible to an individual whose eyes are six (6) feet above  
40 the ground and who is standing at natural grade level on the property within the Property.  
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**ARTICLE 2**  
**PROPERTY AND PERSONS BOUND BY THIS DECLARATION**

2.1 Master Association. The property is a part of a master planned community known as Santa Rita Springs. The Property shall be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Santa Rita Springs recorded in Docket 9955, pages 1005 through 1061, records of Pima County, Arizona (the "Master Declaration") and the Articles of Incorporation, Bylaws, Architectural Committee Rules (collectively the "Master Association Documents") of the Santa Rita Springs Homeowners Association (the "Master Association"), including all amendments to the Master Declaration or the Master Association Documents. All assessments and other amounts payable by Owners to the Master Association pursuant to provisions of the Master Declaration and the Master Association Documents, and all consents required by this Declaration of the Architectural Committee or the Board shall be in addition to any consents required under the terms of the Master Declaration or the Master Association Documents.

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2.2 Association. This Declaration shall be binding upon and benefit the Association, its successors and assigns.

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**ARTICLE 3**  
**ASSOCIATION AND ASSOCIATION OBLIGATIONS**

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3.1 Association. The Association is a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents.

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3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws, as amended from time to time. The Board may appoint or engage a manager to be responsible for the day-to-day operations of the Association and the Common Area. The Board shall determine the compensation to be paid to such manager.

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3.3 Association Responsibility for Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Areas dedicated under this Declaration or the Plat, and all Improvements of the Common Areas (including the furnishings and equipment related thereto).

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3.4 Association Rules and Regulations. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal the rules and regulations of the Association (the "Association Rules"). The Association Rules may restrict and govern the use of the Common Areas; provided,

1 however, that the Association Rules shall not discriminate among Owners and Occupants  
2 except to reflect their different rights and obligations as provided herein, and shall not be  
3 inconsistent with the Governing Documents. Upon adoption, the Association Rules shall  
4 have the same force and effect as if they were set forth herein. A copy of the Association  
5 Rules, as adopted or amended, shall be available to any Member upon request to the  
6 Secretary of the Association.

7  
8 3.5 Association's Responsibility for Compliance with Fair Housing Act. The  
9 Association, subject to Article 12 below, shall be responsible for monitoring the age of  
10 Occupants of Dwelling Units to ensure that Owners are in compliance with the age  
11 restriction covenants contained herein and/or the Fair Housing Act. This shall include, but  
12 not be limited to, periodically conducting a survey by providing a questionnaire to all  
13 Owners of Dwelling Units.

14  
15 3.6 Borrowing Authority. The Association, at the discretion of the Board, may  
16 borrow money in such amounts, at such rates, upon such terms and security, and for such  
17 periods of time as the Board deems necessary or appropriate.

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19 3.7 Implied Rights; Board Authority. The Association may exercise any right or  
20 privilege given to it expressly by the Governing Documents, or reasonably implied from  
21 or reasonably necessary to effectuate any such right or privilege. Except as otherwise  
22 specifically provided in the Governing Documents, or by law, all rights and powers of the  
23 Association may be exercised by the Board without a vote of the membership.

24  
25 3.8 Personal Liability. No Board member, officer, committee member, employee,  
26 agent and/or agent's personnel, representative of the Association or Association, shall be  
27 personally liable to any Owner, or to any other Person, including the Association, for any  
28 damage, loss, costs, fees (including attorneys' fees) or prejudice suffered or claimed on  
29 account of any of their acts, omissions, errors or negligence, provided, however, that the  
30 limitations set forth in this Section shall not apply to any Person who has failed to act in  
31 good faith or has engaged in willful or intentional misconduct.

32  
33 3.9 Indemnification of Officers, Directors and Others. The Association shall  
34 indemnify every officer, director, and committee member against all damages and  
35 expenses, including counsel fees, reasonably incurred in connection with any action, suit,  
36 or other proceeding (including settlement of any suit or proceeding, if approved by the  
37 then Board of Directors) to which he or she may be made a party by reason of being or  
38 having been an officer, director, or committee member, except that such obligation to  
39 indemnify shall be limited to those actions for which indemnity is allowed under the  
40 Articles and Arizona law. This right to indemnification shall not be exclusive of any other  
41 rights to which any present or former officer, director, or committee member may be  
42 entitled. The Association shall maintain adequate general liability and officers' and  
43 director's liability insurance to fund this obligation, as such insurance is reasonably  
44 available.





1           5.3     Contracts with Others (Including Management Contracts). Subject to the  
2 restrictions and limitations contained herein, the Articles, the Bylaws and the laws of the  
3 State of Arizona, the Association may enter into contracts with others, for services which  
4 may include, but are not limited to, water, refuse, utilities and maintenance for the benefit  
5 of the Members of the Association and for Common Areas. Any management contract  
6 entered into by the Association cannot exceed a three-year term, and must be terminable,  
7 without penalty, by the Association for cause at any time and without cause upon 60 days'  
8 written notice.  
9

10           5.4     Procedure for Change of Use of Common Areas. Upon adoption of a  
11 resolution by the Board stating that the then current use of a specified part of the Common  
12 Areas is no longer in the best interests of the Owners and Occupants, and the approval of  
13 such resolution by not less than 67% of the Owners voting in person or by absentee ballot  
14 at a meeting duly called for such purpose, or by mail-in vote, provided a quorum is  
15 present, the Board shall have the power and right to change the use thereof (and in  
16 connection therewith to take whatever actions are required to accommodate the new use),  
17 provided such new use: (A) also shall be for the common benefit of the Owners and  
18 Occupants; and (B) shall be consistent with any applicable Tract Declaration, recorded  
19 restrictions or zoning regulations.  
20

21           5.5     Procedure for Transfers of Common Areas. The Association shall have the  
22 right to dedicate or transfer all or any part of the Common Areas to any public agency,  
23 authority or utility provided that:  
24

25                   5.5.1   Such a transfer or dedication does not have substantial, adverse effect  
26 on the enjoyment of the Common Areas by the Owners and Occupants or on the easements  
27 and licenses with respect to the Common Areas granted by this Declaration to the Owners  
28 and Occupants; and  
29

30                   5.5.2   It is required by a Recorded subdivision plat, a zoning stipulation or  
31 an agreement with the County; and  
32

33                   5.5.3   Except as authorized above, the Association shall not make any such  
34 dedication or transfer or change the size, shape or location of the Common Areas, exchange  
35 the Common Areas for other property or interests which become Common Areas, or  
36 abandon or otherwise transfer Common Areas (to a non-public authority) except upon: (A)  
37 the adoption of a resolution by the Board stating that the ownership and/or use of the  
38 relevant Common Area is no longer in the best interests of the Owners and Occupants,  
39 and that the change desired shall be for their benefit and shall not substantially, adversely  
40 affect them; (B) the approval of such resolution by not less than 67% of the votes of  
41 Owners voting in person or by absentee ballot at a meeting duly called for such purpose,  
42 or by mail-in ballot; and (C) approval of the proposed action by any agency, as applicable,  
43 to the extent this Declaration has been approved by any Agency.  
44



1           6.2   Recorded Easements. The Property, and all portions thereof, shall be subject  
2 to all easements shown on any Recorded Plat affecting the Property, or any portion thereof,  
3 and to any other easements of record or of use as of the date of Recordation of the  
4 Declaration.  
5

6           6.3   Easements for Encroachments. The Property, and all portions thereof, shall  
7 be subject to an easement of up to ten (10) feet from the Lot lines or Common Area  
8 boundaries for the actual extent of encroachments created by construction as designed or  
9 constructed by the Declarant or any Owner and for settling, shifting, and movement of any  
10 portion of the Property. Such encroachments shall not be considered to be encumbrances  
11 upon any part of the Property.  
12

13                   Encroachments referred to include, but are not limited to, encroachments  
14 caused by error in the original construction of Improvements on any Lot, by settling, rising,  
15 or shifting of the earth, or by changes in position caused by repair or reconstruction of any  
16 Improvements on the Property.  
17

18           6.4   Reservation of Easements, Exceptions, and Exclusions. The Association, by  
19 and through the Board of Directors, has the right to establish from time to time, by  
20 declaration or otherwise, utility and other easements, permits, or licenses over the  
21 Common Area, for purposes including but not limited to streets, paths, walkways,  
22 drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and  
23 to create other reservations, exceptions, and exclusions for the best interest of all the  
24 Owners and the Association, in order to serve all the Owners within The Links at Santa  
25 Rita Springs as initially built and expanded.  
26

27           6.5   Emergency Easement. A general easement hereby is granted to all police,  
28 sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to  
29 enter upon all streets and upon the Property in the proper performance of their duties.  
30

31           6.6   Maintenance Easement. An easement is hereby granted to the Association,  
32 and any member of the Board of Directors, and their respective officers, agents, employees,  
33 and assigns, upon, across, over, in, and under the Lots, and a right to make such use of the  
34 Lots as may be necessary or appropriate to make emergency repairs or to perform the  
35 duties and functions which the Association is obligated or permitted to perform pursuant  
36 to the Governing Documents. Included within the foregoing grant of easement is the right  
37 to enter upon any Lot for the purpose of performing maintenance to the landscaping or the  
38 exterior of Improvements to such Lot as required by the Governing Documents and by  
39 such entry shall not be guilty of trespass.  
40

41           6.7   Drainage Easement. An easement is hereby granted to the Association, its  
42 officers, agents, employees, successors, and assigns to enter upon, across, over, in, and  
43 under any portion of the Property for the purpose of changing, correcting, or otherwise  
44 modifying the grade or drainage channels of the Property so as to improve the drainage



1 of water. Best efforts shall be made to use this easement so as not to disturb the uses of the  
2 Owners.

3  
4 6.8 Easements for Golf Balls and Certain Golf Activities.

5  
6 6.8.1 All of the Lots and the Common Area are burdened with an easement  
7 permitting golf balls unintentionally to come upon such areas, and for golfers at reasonable  
8 times and in a reasonable manner to come upon the Lots or Common Areas to retrieve  
9 errant golf balls, provided, however if any lot is fenced or walled, the golfer must seek the  
10 Owner's permission before entry. The existence of this easement shall not relieve golfers  
11 of liability for damage caused by errant golf balls. Under no circumstances shall any of  
12 the following Persons be held liable for any damage or injury resulting from errant golf  
13 balls or the exercise of this easement: the Declarant, the Association and its Members (in  
14 their capacity as such), Santa Rita Springs, L.L.C., its successors or any officer, director,  
15 partner or agent of the foregoing.

16  
17 6.8.2 The owner of any golf course adjacent to any portion of the Property,  
18 its agents, successors and assigns, shall at all times have a right and non-exclusive  
19 easement of ingress and egress over those portions of the Common Areas reasonably  
20 necessary to the operation, maintenance, repair and replacement of the golf course.

21  
22 6.8.3 Any portion of the Property immediately adjacent to any golf course  
23 is hereby burdened with a non-exclusive easement in favor of the adjacent golf course for  
24 overspray of water from the irrigation system serving such golf course. Under no  
25 circumstances shall the Association or the owner of such golf course be held liable for any  
26 damage or injury resulting from such overspray or the exercise of this easement.

27  
28 **ARTICLE 7**  
29 **MAINTENANCE OBLIGATIONS OF OWNERS/**  
30 **COMMUNITY-WIDE STANDARD/**  
31 **PARTY WALLS AND OTHER SHARED STRUCTURES**  
32

33 7.1 Owners' Maintenance Responsibility. Each Owner shall maintain his or her  
34 Lot and all structures, parking areas, and other Improvements on the Lot in a manner  
35 consistent with the Community-Wide Standard and applicable covenants unless  
36 maintenance responsibility is otherwise assumed by or assigned to the Association  
37 pursuant to a this Declaration.

38  
39 7.2 Standard of Performance. Unless otherwise specifically provided herein,  
40 maintenance responsibility shall include responsibility for repair and replacement, as  
41 necessary. All maintenance shall be performed in a manner consistent with the  
42 Community-Wide Standard and the Governing Documents.  
43



1 specifications prepared and submitted to the ARC in accordance with the provisions of this  
2 Declaration and The Links Homeowners Guidelines:

3  
4 8.1.1 No Improvement, structure or thing shall be placed, erected, installed  
5 or posted on the Property;

6  
7 8.1.2 No building, fence, exterior wall, pool, roadway, driveway, dog run,  
8 flagpole or any other structure or exterior modification, shall be commenced, erected,  
9 maintained, altered, changed or made on any Lot at any time;

10  
11 8.1.3 No exterior trees, bushes, shrubs, plants or other landscaping shall be  
12 planted or placed upon the Property, except by the Association on Common Area; and  
13

14 8.1.4 No material changes or deviations in or from the plans and  
15 specifications for any work to be done on the Property, once approved by the ARC, shall  
16 be permitted without the prior written consent of the ARC to such change or deviation.  
17

18 8.2 Architectural Review. Responsibility for the administration of The Links  
19 Homeowners Guidelines and review of all applications for construction and modifications  
20 under this Article shall be handled by the ARC. The ARC shall keep and maintain a  
21 written record of all actions taken by it. The ARC may hire consultants to assist in plan  
22 review. All costs incurred shall be borne by the Applicant.  
23

24 8.3 Architectural Review Committee. The Board shall appoint the members of  
25 the ARC who shall thereafter serve and may be removed in the Board's discretion. The  
26 ARC shall consist of at least three but not more than five persons, and shall have exclusive  
27 jurisdiction over all original construction on the Property and all modifications, additions,  
28 or alterations made on or to existing structures or landscaping located on the Property.  
29

30 8.4 The Links Homeowners Guidelines. The Board of Directors shall adopt and  
31 amend The Links Homeowners Guidelines for the Property (the "Guidelines"). The  
32 Guidelines shall contain general provisions applicable to all of the Property, and specific  
33 provisions which vary according to land use and from one portion of the Property to  
34 another, depending upon the location, unique characteristic, and intended use of the  
35 Property. The Guidelines may contain specific provisions pertaining to the height and type  
36 of trees and other plants within the Property, as well as conflict resolution between Lot  
37 Owners pertaining to same. Guidelines are intended to provide guidance to Owners  
38 regarding matters of particular concern to the Board and the ARC in considering  
39 applications thereunder. The Guidelines are not the exclusive basis for decisions of the  
40 ARC or the Board, and compliance with the Guidelines does not guarantee approval of  
41 any application.  
42

43 Any amendments to the Guidelines shall be prospective only and shall not  
44 apply to require modifications to or removal of structures previously approved, once the

1 approved construction or modification has commenced. There shall be no limitation on the  
2 scope of amendments to the Guidelines; the Board is expressly authorized to amend the  
3 Guidelines to remove requirements previously imposed, or to make the Guidelines less  
4 restrictive.

5  
6 The Board shall make the Guidelines available to the Owners who seek to  
7 engage in development or construction or modifications within the Property.  
8

9 8.5 Procedures. Plans and specifications showing the nature, kind, shape, color,  
10 size, materials, and location of all proposed structures and Improvements shall be  
11 submitted to the ARC for review and approval (or disapproval) along with any fee  
12 established by the ARC. In addition, information concerning irrigation systems, drainage,  
13 lighting, landscaping and other features of proposed construction shall be submitted to  
14 the ARC as applicable. In reviewing each submission, the ARC may consider the quality  
15 of workmanship and design, harmony of exterior design with existing structures, and  
16 location in relation to surrounding topography, and finish grade elevation, among other  
17 things. Decisions of the ARC may be based on purely aesthetic considerations. Each  
18 Owner acknowledges that opinions on aesthetic matters are subjective and may vary as  
19 members of the ARC change over time.  
20

21 In the event that the ARC fails to approve or disapprove any application  
22 within 30 days after submission of any fees and information and materials reasonably  
23 requested, the application shall be deemed approved. However, no approval, whether  
24 expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with  
25 the Guidelines unless a variance has been granted in writing by the ARC pursuant to  
26 Section 8.7 hereof. Any Owner aggrieved by a decision of the ARC may appeal that  
27 decision to the Board in accordance with procedures established by the Board.  
28

29 8.6 No Waiver of Future Approvals. Approval by the ARC of proposals, plans  
30 and specifications, or drawings for any work done or proposed, or in connection with any  
31 other matter requiring approval, shall not be deemed to constitute a waiver of the right to  
32 withhold approval as to any similar proposals, plans and specifications, drawings or other  
33 matters subsequently or additionally submitted to the ARC for approval.  
34

35 8.7 Variance. The ARC may authorize variances from compliance with the  
36 Guidelines or any procedures when circumstances such as topography, natural  
37 obstructions, hardship, or aesthetic or environmental considerations require, but such  
38 variances shall be made only in accordance with duly adopted rules and regulations of the  
39 ARC. Such variances may only be granted, however, when the ARC determines that  
40 unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be  
41 contrary to this Declaration; or (c) estop the ARC from denying a variance in other  
42 circumstances. For purposes of this Section, the inability to obtain approval of any  
43 governmental agency, the issuance of any permit, or the terms of any financing shall not  
44 be considered a hardship warranting a variance for the Guidelines.

1           8.8    Limitation of Liability. Review and approval of any application and plans  
2 and specifications pursuant to this Article is made on the basis of aesthetic considerations  
3 only and the ARC shall not bear any responsibility for ensuring the structural integrity or  
4 soundness of approved construction or modifications, nor for ensuring compliance with  
5 building codes and other governmental requirements. Neither the Declarant, the  
6 Association, the Board, the ARC, or any member, director, or officer of any of the foregoing  
7 shall be held liable for any injury, damages, or loss arising out of the manner or quality of  
8 approved construction on or modifications to any Lot. In all matters, the ARC and its  
9 members shall be defended and indemnified by the Association to the fullest extent  
10 permitted by law.

11  
12           8.9    Enforcement. Any structure, Improvement or other thing placed on the  
13 Property or made in violation of this Article shall be deemed to be “nonconforming work”.  
14 Upon written request from the Board, the pertinent Owner shall, at his/her cost and  
15 expense, remove such structure or Improvement and restore the property to substantially  
16 the same condition as existed prior to the nonconforming work. Should an Owner fail to  
17 remove and restore the property to substantially the same condition as existed prior to the  
18 nonconforming work, the Board or its designees shall have the right to enter onto the  
19 property, remove the violation, and restore the property to substantially the same condition  
20 as previously existed. All costs, together with the interest at the maximum rate allowed  
21 by law, may be assessed against the benefitted Lot and collected as an Assessment  
22 pursuant to Article 10 hereof.

23  
24           Unless otherwise specified in writing by the ARC, all approvals granted  
25 hereunder shall be deemed conditioned upon completion of all elements of the approved  
26 work and all work previously approved with respect to the same Lot, unless approval to  
27 modify any application has been obtained. In the event that any Person fails to commence  
28 and diligently pursue to completion all approved work, the Association shall be  
29 authorized, but not obligated to, after notice to Owner of the Lot, enter upon the Lot and  
30 remove or complete any incomplete work and to assess all costs incurred against the Lot  
31 and Owner thereof which shall be collected as an Assessment pursuant to Article 10 hereof.

32  
33           Any contractor, subcontractor, agent, employee or other invitee of an Owner  
34 who fails to comply with the terms and conditions of this Article and the Guidelines may  
35 be excluded by the Board from the Property. In such event, neither the Association, the  
36 ARC, the Board or their officers, or directors shall be held liable to any Person for  
37 exercising the rights granted by paragraph.

38  
39           The Board and Association, after notifying the Owner, shall have the right to  
40 enter, without being guilty of trespass, upon the Lot of an Owner for the purpose of  
41 repairing, modifying or demolishing Improvements which are not in conformance with the  
42 provisions of the Declaration or the Guidelines, and all expenses incurred shall be paid by  
43 the Owner who is in violation to the Association. If unpaid, said expenses shall be  
44 collectible like an Assessment in accordance with Article 10 below. In addition to the

1 foregoing, the Association shall have the authority and standing to pursue all legal and  
2 equitable remedies available to enforce the provisions of this Article and the decisions of  
3 the ARC.

4  
5 **ARTICLE 9**  
6 **USE RESTRICTIONS**

7  
8 The Property shall be held, used and enjoyed, subject to the following restrictions:  
9

10 9.1 Animals.

11  
12 9.1.1 Animal Restrictions. No animals, livestock or poultry of any kind shall  
13 be raised, bred or kept on any Lot, except that no more than a total of three dogs, cats or  
14 other household pets may be kept<sup>1</sup>, provided that they are not kept, bred or maintained for  
15 any commercial purpose, and further provided that such pets do not create a nuisance for  
16 any other resident within the Property. The Board of Directors, in its sole discretion, is  
17 authorized to determine whether the number of pets kept on a Lot is “reasonable” and  
18 whether the presence of the pet constitutes a nuisance. The Board may require the removal  
19 of a pet that makes objectionable noise, endangers the health or safety of any Owner or  
20 Occupant, or otherwise creates a nuisance.  
21

22 9.1.2 Required Use of Leash and Clean-Up. All dogs shall be restrained on  
23 a hand-held leash when outside a Lot, and all dogs shall be directly under control at all  
24 times. An owner must clean up after his/her pet and dispose of droppings, bagged, in a  
25 trash receptacle. Any Lot where a pet is kept or maintained shall at all times be kept in a  
26 neat and clean condition. Pets shall be licensed, registered and inoculated as required by  
27 law.  
28

29 9.1.3 No Structures for Animals. No structure for the care, housing,  
30 confinement, or training of any animal or pet shall be maintained on any portion of the  
31 Properties so as to be visible from the exterior of the Lot.  
32

33 9.1.4 Rules and Regulations. The Board of Directors shall have the right to  
34 adopt, amend and repeal rules and regulations governing the keeping of pets, and such  
35 rules and regulations may include an enforcement procedure. Any such rules and  
36 regulations are incorporated herein by this reference.  
37

38 9.2 Antennas and Exterior Devices. Subject to the Telecommunications Act of  
39 1996 and any other applicable law, no exterior antennas or other devices for the

---

1

Households that had more than three pets prior to the issuance of The Links Homeowner Guidelines in November 2004 are not subject to this restriction. However, in such a household, pets numbering more than three may not be replaced if they permanently leave the Dwelling Unit.

1 transmission or reception of communication, television or radio signals, including satellite  
2 dishes, which are not in keeping with similar devices already present within the Property,  
3 shall be erected or maintained without prior written authorization of the Board of  
4 Directors. No other exterior devices, modifications, or additions, shall be constructed on  
5 the exterior of a Lot (including the roof) without the prior written authorization of the  
6 Board of Directors. The installation of any antenna, satellite dish or exterior device shall  
7 be made so as to minimize, to the greatest extent possible, the visual impact of the  
8 installation.

9  
10 9.3 Business Activities. Each Lot designated as residential under the Master  
11 Development Plan may be used only for residential purposes only. The following applies  
12 with respect to home business activities within the Property:  
13

14 9.3.1 Criteria for Home Business. No trade or business may be conducted  
15 in or from any Lot, except that an Owner or occupant residing in any Lot may conduct  
16 home business activities within a Dwelling Unit so long as (A) the existence or operation  
17 of the business activity is not apparent or detectable by sight, sound or smell from outside  
18 the Dwelling Unit; (B) the business activity conforms to all zoning requirements and any  
19 other governmental requirements for the Property; (C) the business activity does not  
20 involve any person conducting such business who does not reside in the Dwelling Unit or  
21 door-to-door solicitation of residents of the Property; (D) the existence or operation of the  
22 business does not increase that Dwelling Unit's use of Common Area facilities over the  
23 standard for a single family dwelling; (E) the existence or operation of the business does  
24 not require more than a reasonable number of customers or delivery trucks to visit the Lot;  
25 and (F) the business activity does not constitute a nuisance, or a hazardous or offensive use,  
26 or cause the owners to violate any other provisions of this Declaration, or threaten the  
27 security or safety of other residents of the Property, as may be determined in the sole  
28 discretion of the Board.  
29

30 9.3.2 Pertinent Definitions. The terms "business" and "trade," as used in this  
31 provision, shall be construed to have their ordinary, generally-accepted meanings, and  
32 shall include, without limitation, any occupation, work or activity undertaken on an  
33 ongoing basis which involves the provision of goods or services to persons other than the  
34 provider's family and for which the provider receives a fee, compensation or other form  
35 of consideration, regardless of whether: (A) such activity is engaged in full or part-time;  
36 (B) such activity is intended to or does generate a profit; or (C) a license is required  
37 therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade  
38 or business within the meaning of this Section. The establishment of a time sharing  
39 program, whereby the right to exclusive use of the Dwelling Unit rotates among  
40 participants in the program on a fixed or floating time schedule over a period of years, is  
41 prohibited.  
42

43 9.3.3 Yard Sales or Garage Sales. Yard sales, garage sales and estate sales are  
44 allowed in accordance with guidelines that may be set forth in the Rules.

1           9.4    Clotheslines. Unless otherwise provided by the Board, no clotheslines shall  
2 be erected or maintained upon the Property which are visible by any other Owner, nor  
3 shall any portion of the Common Area be used for drying personal articles belonging to the  
4 Owners, Occupants, guests or invitees.  
5

6           9.5    Diseases and Insects. No Owner shall permit anything or any condition to  
7 exist upon the Property, which shall induce, breed or harbor infectious plant diseases or  
8 noxious insects.  
9

10          9.6    Drainage. There shall be no interference with the established drainage  
11 pattern over any property, including any private drainage way or easement, within the  
12 Property, unless adequate provision is made for proper drainage conforming to Pima  
13 County rules, regulations, ordinances and drainage criteria, and is approved by the Pima  
14 County Flood Plain Board or its duly appointed representative. For purposes hereof,  
15 “established drainage” is defined as the drainage which existed at the time the overall  
16 grading of the Property was completed, or which is shown on the Plat or on any plans  
17 conforming to Pima County rules, regulations, ordinances and drainage criteria approved  
18 by the Pima County Flood Plain Board or its duly appointed representative.  
19

20          9.7    Drilling. No derrick or other structure designed for use in drilling for water,  
21 oil or natural gas shall be erected, placed or permitted upon any part of the Property. No  
22 water, oil, natural gas, petroleum, asphaltum, hydrocarbon products or other mineral  
23 substances be produced or extracted therefrom.  
24

25          9.8    Flags and Banners. The American flag may be displayed in accordance with  
26 Federal Flag Laws regarding the proper display of the flag, as well as the “flag rules”  
27 developed and approved by the Board. Flagpole style, placement, and installation must  
28 be approved by the Architectural Review Committee. Two flags may be displayed on the  
29 approved flagpole. No other flags or banners are permitted on the Property or Common  
30 Areas unless approved by the Board.  
31

32          9.9    Leases.  
33

34               9.9.1 Obligations of Tenants. All provisions of the Governing Documents  
35 which govern the conduct of Owners and which provide for sanctions against Owners shall  
36 also apply to tenants and other Occupants. The Owner shall provide his/her tenant with  
37 copies of the Governing Documents. In the event the Owner fails to do so, the Association  
38 shall provide copies to the tenant and charge the Owner the cost of doing so.  
39

40               9.9.2 Requirements for Leases. All leases shall be in writing and shall  
41 specifically provide:  
42

43                     9.9.2.1 The lease is subject in all respects to the provisions of the  
44 Declaration and Rules.



1                   9.9.2.2 The failure of the tenant to comply with the terms and  
2 conditions of the Declaration and Rules constitutes a material default of the lease, and the  
3 Owner shall be entitled to reenter and retake possession of the premises pursuant to the  
4 provisions of the Arizona Landlord Tenant Act, A.R.S. Section 33-1301 *et seq.*  
5

6                   9.9.2.3 All leases shall be for a minimum of 30 days.  
7

8                   9.9.3 Enforcement of Leasing Restrictions. An Owner shall provide a copy  
9 of an operative lease within ten days of the Association's written request therefor. An  
10 Owner shall be responsible for any violation of the Declaration and Rules by his/her lessee  
11 or tenant or any other persons residing in the Dwelling Unit, and their guests or invitees.  
12 In the event of any violation, the Owner, upon demand of the Association, shall  
13 immediately take all necessary actions to correct any such violations.  
14

15                 9.10 Noise. No Owner shall engage in any activity or permit any activity to occur  
16 on the Property which shall result in unusual, loud or obtrusive noises or sounds.  
17

18                 9.11 Nuisances and Offensive Activity. Nothing shall be permitted to exist or  
19 operate upon the Property, nor shall any activity be conducted which is materially  
20 offensive or detrimental to any portion of the Property or any Owner or Occupant, or  
21 which threatens the health or safety of any Owner or Occupant. Owners may burn wood  
22 in outdoor fireplaces or firepits approved by the ARC.  
23

24                 9.12 Rubbish, Garbage and Storage. No Lot shall be used in whole or part for the  
25 storage of construction materials (except during approved construction or remodeling),  
26 rubbish, or garbage of any character whatsoever, nor for the storage of anything which will  
27 cause the Lot to appear in an unclean or untidy condition or that will otherwise be  
28 obnoxious. No trash, yard waste, or rubbish of any kind may be dumped or otherwise  
29 discarded anywhere in the Property. No obnoxious or offensive activity shall be  
30 conducted on any Lot, nor shall anything be done, placed or stored thereon which may  
31 become an annoyance or nuisance to the neighborhood or occasion any noise, or odor  
32 which will or might disturb the peace, quiet, comfort or serenity of the occupants of  
33 surrounding Lots. All equipment for the storage or disposal of garbage or other waste shall  
34 be kept in a clean and sanitary condition. No storage of any item or material is permitted  
35 outside the walls of a Lot.  
36

37                 9.13 Sales of Lots. Each Owner shall promptly notify the Association of any sale  
38 or transfer of his/her Lot and shall provide the Board with the name and address of the  
39 grantee or transferee and any other information as may be reasonably required by the  
40 Association. The Board may charge a reasonable transfer fee to compensate the  
41 Association for changing its records and providing the new Owner with copies of all  
42 Association documents and other disclosure information required by applicable law.  
43

1           9.14 Security. The Association may, from time to time, provide measures of  
2 security on the Property; however, the Association is not a provider of security and shall  
3 have no duty to provide any security on the Property. The obligation to provide security  
4 lies solely with each Owner individually. The Association shall not be held liable for any  
5 loss or damage by reason of failure to provide adequate security or as a result of the  
6 ineffectiveness of security measure undertaken.  
7

8           9.15 Signs, Open Houses and Garage Sales. Except as otherwise provided in this  
9 Section, no sign of any kind shall be on a Lot or Common Area, unless the sign has been  
10 approved by the Board, except security signs, or signs or other postings which may be  
11 required by legal proceedings. Political signs are only allowed in accordance with State of  
12 Arizona statutes. Only "For Sale" signs developed, specified and approved by the  
13 Architectural Review Committee may be used to sell a Dwelling Unit. No "For Rent"  
14 signs are permitted. Open houses can be held but are limited to no more than eight per  
15 month, and no more than four hours each. A maximum of three "Open House" signs can  
16 be used, not to exceed two square feet in size to indicate the location of the open house. A  
17 maximum of two garage sales may be held each year on any Lot. Sale hours shall be  
18 limited to the hours between 8 a.m. and 5 p.m. Sign specifications and requirements for  
19 a garage sale are the same as for an open house.  
20

21           9.16 Sports Courts or Facilities. No basketball backboards with hoops or courts,  
22 tennis courts, golf backstops or other sports courts or facilities may be constructed on any  
23 lot without the specific approval of the Architectural Review Committee.  
24

25           9.17 Storage Tanks. No elevated tanks of any kind shall be erected, placed or  
26 permitted on any part of the Property. No tanks may be erected, placed or buried in the  
27 Lots for the storage of any flammable product (such as gas, oil, etc.) , except small tanks,  
28 such as those containing flammable substances for use in outdoor grills, recreational  
29 vehicles or medical purposes which may be exempt from this restriction. All evaporative  
30 coolers and air conditioning units shall be installed only as approved by the Association.  
31

32           9.18 Temporary Housing. No vehicle, trailer, camper, basement, tent, shack,  
33 garage, carport or outbuilding or any structure of a temporary character shall be used on  
34 any portion of the Property at any time as a residence either temporarily or permanently  
35

36           9.19 Trash and Recycling. All equipment for the storage or disposal of garbage  
37 or other waste shall be kept in a clean and sanitary condition. All containers, except when  
38 set out for collection, shall be kept enclosed by an approved fence or other structure, out  
39 of view of any other Lot or street. The Board may promulgate rules and regulations  
40 governing use and placement of trash receptacles, which rules and regulations are  
41 incorporated herein by this reference.  
42

43           9.20 Unsightly Objects or Articles. No unsightly articles or objects shall be  
44 permitted which are visible from adjoining Lots or from the street or any public way. The

1 Board shall have the sole discretion in determining if any activity by an Owner, his/her  
2 family, invitees or lessees is in violation of this Section.

3  
4 9.21 Vehicle Parking and/or Storage.

5  
6 9.21.1 Parking in Designated Areas Only. Unless otherwise authorized by  
7 the Board of Directors or this Declaration, all Occupants shall park motorized or non-  
8 motorized vehicles only in the garage. No portion of any vehicle may extend outside the  
9 garage. Parking of any vehicles on public or private streets is prohibited; however, guests,  
10 construction, service, and delivery vehicles shall be exempt from this provision during  
11 daylight hours. Commercial vehicles may be parked on the street for such period of time  
12 as is reasonably necessary to make a delivery or service call to a Lot or to the Common  
13 Area.

14  
15 9.21.2 Variance for New Owners. A one-time non-recurring six-week grace  
16 period from date of move-in shall be granted to new Owners or tenants to allow for the  
17 unpacking process.

18  
19 9.21.2 Parking Requirement. No vehicles shall block any driveway or  
20 inhibit access to or from any Lot, be parked on a sidewalk, or be parked in any manner  
21 which restricts the flow of pedestrian or vehicular traffic or the delivery of mail.

22  
23 9.21.3 Off-Road Vehicles. Motorized vehicles may not be used on or parked  
24 on Common Areas "B" or "C" or in washes within or adjacent to any of the Property.

25  
26 9.21.4 Recreational Vehicles. Parking or storage of recreational vehicles  
27 (including, but not limited to, golf carts, trailers, campers, motorhomes, mobile homes, and  
28 boats) is prohibited on all portions of the Property, except within the confines of a garage,  
29 or with the permission of the Board. Owners may park golf carts, trailers or other  
30 recreational vehicles on the driveway of a Lot for no more than 48 hours in any month.

31  
32 9.21.5 Prohibition Against Inoperable & Stored Vehicles. Unless concealed  
33 from view in a garage, no inoperable, unlicensed, junked or wrecked vehicles shall be  
34 parked on any portion of the Property, nor shall any major repair work, including  
35 changing any fluids, be done to any vehicle (other than vehicle washing or waxing) . No  
36 vehicles shall be located on the Property in any state of disrepair or disassembly, unless  
37 concealed from view in a garage. No motorized or non-motorized vehicle (whether for  
38 recreational use or otherwise), aircraft, motorcycle, trailer or boat may be stored anywhere  
39 upon the Lot except entirely within the enclosed garage on the Lot of the respective Owner.  
40 No vehicle be stored on any part of the Common Area.

41  
42 9.21.6 Garage Doors. Garage doors are to remain closed at all times, except:  
43 (A) for cross ventilation: the door may be elevated to a maximum of 24 inches; or (B) for  
44 Owner's or Occupant's activity: the door may remain open when the Owner or Occupant

1 is actively involved in car washing, landscaping, woodworking, etc., requiring access to the  
2 garage.

3  
4 9.21.7 Enforcement of Parking Restrictions. In the event any Owner,  
5 occupant, guest or lessee violates this Section regarding vehicle parking and storage, the  
6 Association may take any action which is necessary to obtain compliance of this Section,  
7 including the removal of vehicles in violation hereof, the cost of which shall become the  
8 responsibility of the owner of the Lot where the vehicle owner resides or is visiting.

9  
10 9.21.8 Penalties for Non-Compliance with Parking Restrictions. After  
11 notice and an opportunity to be heard, the Association may impose a fine for each  
12 violation of these Restrictions pertaining to vehicle parking and storage.

13  
14 9.22 Modification. The Board may modify or increase the foregoing restrictions  
15 or otherwise restrict and regulate the use and occupancy of the Property and the Lots by  
16 the Association Rules and Regulations adopted by the Board from time to time.

17  
18  
19 **ARTICLE 10**  
20 **COVENANTS FOR ASSESSMENTS**

21  
22 10.1 Creation of the Lien and Personal Obligation to Pay Assessments. Each  
23 Owner, upon the recordation of a deed to any Lot, whether or not it shall be so stated in  
24 such deed, agrees and covenants to pay to the Association: (A) Annual Assessments or  
25 charges, (B) Special Assessments, (C) Maintenance Assessments; and (D) Reimbursement  
26 Assessments. These Assessments shall be established and collected as provided in this  
27 Declaration. Except as may otherwise be provided by the Arizona Planned Communities  
28 Act (A.R.S. §33-1801 *et seq.*), all assessments levied against a Lot, together with interest from  
29 the date of delinquency until paid, late fees, collection costs and reasonable attorneys' fees  
30 and costs, shall be charged against the Lot and shall be a continuing lien upon the Lot.

31  
32 Delinquent assessments, together with interest, late fees, collection costs, and  
33 reasonable attorneys' fees and costs, shall also be the personal obligation of the person who  
34 was the Owner of such Lot at the time when the assessment was levied, and shall bind  
35 his/her heirs, devisees, personal representatives and assigns. Except as otherwise  
36 provided herein, the personal obligation for delinquent assessments shall not pass to  
37 successors in title unless expressly assumed by them.

38  
39 10.2 Purpose of Assessments. The assessments levied by the Association shall be  
40 used exclusively to promote the recreation, health, safety and welfare of the Owners,  
41 Occupants, and their guests; to enhance the quality of life within the Property; to preserve  
42 the value of the Property; to pay the costs of administration of the Association; for the  
43 improvement and maintenance of the Common Area; and for all purposes of the  
44 Association as set forth in the Governing Documents. The Board of Directors shall assure

1 that Association assessments shall include the funding of adequate reserves for  
2 maintenance, repair and replacement of those elements of the Common Area owned by the  
3 Association that must be replaced on a periodic basis. All charges and assessments  
4 imposed by the Association shall be paid on a periodic basis in regular installments, rather  
5 than by special assessments, unless otherwise determined by the Board in accordance with  
6 this Declaration.

7  
8 10.3 Annual Assessment.  
9

10 10.3.1 Annual Assessment. The Board is vested with full authority and  
11 absolute discretion to determine the amount of the Annual Assessment, based upon the  
12 operating budget of the Association, including appropriate reserves. The amount of the  
13 Annual Assessment may not be increased more than 5% over the previous year's Annual  
14 Assessment without the affirmative vote of 2/3rd of the Owners present or voting by  
15 absentee ballot at a duly-called Association meeting, or by mail vote, provided a quorum  
16 is present. During a fiscal year, the Board may revise the amount of the Annual  
17 Assessment (subject to the aforesaid 5% limitation) in order to meet expenses which  
18 exceed the amounts budgeted for that year, and may collect such increased Annual  
19 Assessment from the Owners.

20  
21 10.3.2 Notification to Owners of Annual Assessments. The Board shall  
22 provide notice to the Owners of the amount of the Annual Assessment with the annual  
23 budget, as provided in 10.3.4 below.  
24

25 10.3.3 Acceleration of Annual Assessment. At such time as any Owner is  
26 delinquent in the payment of any installment of Annual Assessment, the Board has the  
27 right, after notice to the Owner, to accelerate the balance of the year's Annual Assessment,  
28 the full amount of which shall be due within 30 days of written notice thereof.  
29

30 10.3.4 Budgeting. Each year the Board shall prepare, approve and make  
31 available to each Owner, a budget containing: (A) estimated revenue and expenses; and  
32 (B) the amount of total cash reserves of the Association currently available for replacement  
33 or repair of the Common Area and other pertinent areas, and for contingencies. The total  
34 amount needed to fund the annual budget shall be charged equally against all Lots as  
35 Annual Assessments, subject to any limitations set forth in the Governing Documents. The  
36 Board shall prepare and approve the annual budget and distribute a copy thereof to each  
37 Owner at the Annual Meeting. Also, the Board shall provide written notice of the amount  
38 of the Annual Assessment to be levied against the Owner's Lot, not less than 10 days nor  
39 more than 30 days prior to the beginning of the fiscal year.  
40

41 10.3.5 Non-Waiver of Assessments. If before the expiration of any fiscal  
42 year, the Board fails to fix the Annual Assessment for the next fiscal year, the Annual  
43 Assessment established for the preceding year shall continue until a new Annual  
44 Assessment is fixed.

1           10.4 Special Assessments. Special Assessments may be recommended by the  
2 Board of Directors, in addition to the Annual Assessment, for: (A) constructing capital  
3 improvements; (B) correcting an inadequacy in the current operating account; (C)  
4 defraying, in whole or in part, the cost of any construction, reconstruction, unexpected  
5 repair or replacement of improvements in the Common Area; or (D) paying for such other  
6 matters as the Board may deem appropriate for the Property or the good and welfare of the  
7 Owners. Special Assessments require the approval of 2/3rds of the Owners who are voting  
8 in person or by absentee ballot at a duly-called Association meeting, or by mail vote,  
9 provided a quorum is present.

10  
11           Monies collected as a Special Assessment shall be used for the purpose(s)  
12 stated to the Owners during the approval process. Any surplus funds shall be added to  
13 the Non-Designated Reserve Fund.

14  
15           10.5 Reimbursement Assessments. The Association shall levy a Reimbursement  
16 Assessment if (A) Any Owner, his/her family member, tenant, guest, agent, or invitee, has  
17 failed to comply with the Governing Documents, which failure has necessitated an  
18 expenditure of money by the Association to bring the Owner or his/her Lot into  
19 compliance; (B) Any Owner, his/her family member, tenant, guest or invitee has caused  
20 damage to the Common Area; or (C) Any Owner, his/her family member, tenant, guest  
21 or invitee has acted in a manner which resulted in the imposition of a fine or penalty. A  
22 Reimbursement Assessment shall not be levied by the Association until notice and an  
23 opportunity for a hearing has been given to the Owner. Reimbursement Assessments may  
24 be enforced in the same manner as Annual Assessments, or as provided in any superseding  
25 law.<sup>2</sup>

26  
27           10.6 Reserve Fund.

28  
29           10.6.1 Requirement for Reserve Fund. The Association shall maintain  
30 separate reserve accounts with the funds therein being used for the periodic maintenance,  
31 repair and replacement of the Common Area and other property that are the Association's  
32 responsibility to repair or maintain, as required hereunder.

33  
34           10.6.2 Funding the Reserves. To the greatest extent possible, this reserve  
35 fund shall be funded by a portion of the Annual Assessments rather than by Special  
36 Assessment; provided however, that this provision shall not be deemed to limit the power  
37 of the Association to levy any Assessment or charge authorized by this Declaration.

38  

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2

A.R.S. §33-1803 (Arizona Planned Communities Act) states that penalties levied for  
infractions of the Governing Documents are not part of the Association's assessment lien.  
To enforce payment of penalties, the Association must get a personal judgment against the  
non-compliant Owner.

1           10.6.3 Management of Reserves. The reserves which are collected as part  
2 of the Annual Assessments shall be deposited by the Association in a separate bank  
3 account to be held in trust for the purposes for which they are collected or allocated. Such  
4 reserves shall be deemed a contribution to the capital account of the Association by the  
5 Owners and, once paid, no Owner shall be entitled to any reimbursement of those funds.  
6 The Board is only responsible for providing for such reserves as the Board, in good faith,  
7 deems reasonable, and no member of the Board is liable to any Owner or to the Association  
8 if the amount in the reserve account proves to be inadequate.  
9

10           10.6.4. Uniform Rate of Assessment. Except as otherwise provided in this  
11 Declaration, all Assessments must be fixed at a uniform rate for all Lots.  
12

13           10.6.5. Certificate of Payment. The Association shall, upon demand, and for  
14 a reasonable charge, furnish a certificate signed by an officer of the Association setting forth  
15 whether the Assessments on a specified Lot have been paid. A properly executed certificate  
16 of the Association as to the status of the Assessments on a Lot is binding upon the  
17 Association as of the date of its issuance.  
18

19           10.7 Effect of Non-Payment of Assessments; Remedies of the Association. If any  
20 Assessment is not paid within 15 days of its due date, a late fee and interest may be  
21 charged, in an amount to be determined by the Board of Directors. The prevailing party in  
22 any Court action shall be awarded reasonable attorneys' fees and costs. If no Court action  
23 is brought, the Association shall be reimbursed, by the pertinent Owner(s), all reasonable  
24 attorneys' fees and collection costs it incurs. If a check tendered for any Assessment or  
25 associated charge, is returned as unpaid for any reason, a penalty shall be assessed, as  
26 determined by the Board of Directors. In addition to all other remedies provided by law,  
27 the Association, or its authorized representative, may enforce the obligations of any Owner  
28 to pay the Assessments in any manner provided by law or in equity, or without any  
29 limitation to the foregoing, or by either or both of the following procedures:  
30

31           10.7.1 Lawsuit. The Board may cause a suit at law to be commenced and  
32 maintained in the name of the Association against any Owner who is personally obligated  
33 to pay delinquent Assessments. Any judgment obtained in the Association's favor shall  
34 include the amount of the delinquent Assessments, interest and late fees; any additional  
35 charges incurred by the Association; and the Association's reasonable attorneys' fees, court  
36 costs and collection costs. A proceeding to recover a judgment for unpaid Assessments  
37 may be maintained without the necessity of foreclosing or waiving the Association's lien.  
38

39           10.7.2 Enforcement of Lien. As provided in Section 10.1 above, all  
40 Assessments, plus late fees, interest, attorney fees and collection costs connected therewith,  
41 shall be a continuing lien upon the Lot assessed.  
42

43           10.7.2.1 Notice and Perfection of Lien. As more fully provided  
44 in A.R.S. §33-1807, the recording of the Original Declaration constitutes record notice and

1 perfection of the Association's lien. The Association is not required to record a notice of  
2 lien, but may do so to provide notice to third parties of its interest in a Lot. The  
3 Association's lien is senior to all matters other than tax liens for real property taxes on the  
4 Lot, Assessments on the Lot in favor of any municipal or other governmental assessing  
5 unit, reservations in patents, and the lien of any First Mortgage. Except for the transfer of  
6 a Lot pursuant to a foreclosure of a First Mortgagee or other superior lien, the sale or  
7 transfer of a Lot does not affect the Association's lien.  
8

9           10.7.2.2 Foreclosure of Lien. The Association's lien may be  
10 foreclosed by appropriate action in court or in the manner provided by law for the  
11 foreclosure of a realty mortgage, as set forth by the laws of the State of Arizona, as the  
12 same may be changed or amended. The lien provided for herein shall be in favor of the  
13 Association and shall be for the benefit of all other Owners. The Association shall have the  
14 power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and  
15 convey any Lot. In the event such foreclosure is by action in court, reasonable attorneys'  
16 fees, court costs, title search fees, interest and all other costs and expenses shall be allowed  
17 to the extent permitted by law. Each Owner hereby expressly waives any objection to the  
18 enforcement and foreclosure of this lien.  
19

20           10.8 Billing and Collection Procedures. The Board may adopt procedures  
21 pertaining to the making, billing, and collecting of Assessments. The failure of the  
22 Association to send an invoice or other notification to an Owner shall not relieve such  
23 Owner of his/her liability for Assessments. No Assessment Lien shall be foreclosed or  
24 otherwise enforced until the Owner has been given not less than thirty (30) days written  
25 notice of his/her delinquency. The notice shall be addressed to the Owner at his/her  
26 address Owner on the records of the Association. It shall be the responsibility of the  
27 Owner to inform the Board in writing of any change of address. The Association shall not  
28 refund any payments it has received if the ownership of a Lot changes during an  
29 Assessment Period. Any successor Owner shall be given credit for any prepayments made  
30 by a prior Owner.  
31

32           10.9 No Offset and No Exemption of Owner. No offset against any Assessment  
33 shall be permitted for any reason, including, without limitation, any claim that the  
34 Association is not properly discharging its duties. No Owner is exempt from liability for  
35 payment of Assessments because he/she does not use or enjoy the Common Area, or has  
36 abandoned his/her Lot, or for any other reason, including (but not limited to) any  
37 allegation that the Board of Directors is not performing its obligations under the Governing  
38 Documents. Payment of Association Assessments shall not be contingent on the  
39 performance by the Association of any obligations under the Governing Documents.  
40

41           10.10 Subordination of the Lien to First Mortgages; Sale or Transfer of Lots. The  
42 lien for Assessments provided for herein, including without limitation any fees, costs, late  
43 charges, or interest which may be levied by the Association in connection with unpaid  
44 Assessments, shall be subordinate to the lien of any First Mortgage. Sale or transfer of any



1 Lot pursuant to foreclosure of any such First Mortgage or any proceeding in lieu thereof,  
2 including deed in lieu of foreclosure, or cancellation or forfeiture of such executory land  
3 sales contract, shall extinguish the lien of Assessments or charges which became due prior  
4 to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including  
5 deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales  
6 contract; provided, however, that any such delinquent Assessments or charges, including  
7 interest, late charges, costs, and reasonable attorneys' fees, which are extinguished as  
8 provided herein, may be reallocated and assessed to all Lots as a common expense or may  
9 be expressly assumed by a Successor Owner. No such sale, transfer, foreclosure, or any  
10 proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or  
11 forfeiture of such executory land sales contract, shall relieve any Owner of a Lot from  
12 liability for any Assessments or charges thereafter becoming due, nor from the lien thereof.  
13 In the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such  
14 First Mortgagee shall not be liable for unpaid Assessments or other charges which accrued  
15 prior to the acquisition of title to the Lot in question by such First Mortgagee.

16  
17 10.11. Mortgage Protection and Additional Assessment as Common Expense.  
18 Notwithstanding and prevailing over any other provisions of this Declaration, or the  
19 Association's Articles or Bylaws, or the Rules, the following provisions shall apply to and  
20 benefit each First Mortgagee of a Lot:

21  
22 10.11.1 First Mortgagees shall not be personally liable for the payment of any  
23 Assessment or charge, nor for the observance or performance of any covenant, restriction,  
24 regulation, Rule, Article or By-Law, except for those matters which are enforceable by  
25 injunctive or other equitable actions, not requiring the payment of money, nor shall a First  
26 Mortgagee be liable for any violation of the Restrictions that occurred prior to such First  
27 Mortgagee acquiring title.

28  
29 10.11.2 During the pendency of any proceeding to foreclose the first  
30 mortgage, including any period of redemption, the mortgagee (or receiver appointed in  
31 such action) may, but is not required to, exercise any or all of the rights and privileges of  
32 the Owner of the mortgaged Lot, including (but not limited to) the exclusion of the Owner's  
33 exercise of such rights and privileges.

34  
35 10.11.3. At such time as the first mortgagee becomes the record Owner of a  
36 Lot, he, she or it shall be subject to all of the terms and conditions of this Declaration,  
37 including but not limited to, the obligation to pay for all Assessments and charges accruing  
38 thereafter, in the same manner as any Owner.

39  
40 10.11.4 The first mortgagee, or any other party acquiring title to a mortgaged  
41 Lot through foreclosure suit or through any equivalent proceeding arising from said first  
42 mortgage, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall  
43 acquire title to the mortgaged Lot free and clear of any lien authorized by or arising out of  
44 any of the provisions of this Declaration or Bylaws which secured the payment of any

1 Assessment for charges accrued prior to the final conclusion of any such foreclosure suit  
2 or equivalent proceeding, including the expiration date of any period of redemption.  
3

4 10.11.5 First mortgagees are entitled to pay taxes or other charges which are  
5 in default and which may or have become a charge against any Common Area owned by  
6 the Association, and such first mortgagees may pay overdue premiums on hazard  
7 insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for  
8 such Common Area, and any first mortgagees making such payment may be owed  
9 immediate reimbursement from the Association.  
10

11 10.11.6 Nothing in this Declaration shall in any manner be deemed to give  
12 an Owner, or any other party, priority over any rights of a first mortgagee of a Lot  
13 pursuant to the terms of such first mortgagee's mortgage in the case of a distribution to an  
14 Owner of insurance proceeds or condemnation awards for losses or to a taking of any Lot  
15 or any part of the Common Area owned by the Association. Each first mortgagee shall be  
16 entitled to timely written notice of such loss or taking.  
17

18 10.12 Surplus Funds. The Association is not obligated to spend all funds received  
19 by it in any fiscal year. The Board may vote to carry forward as a surplus, any balance  
20 remaining at year-end. The Board shall not be obligated to reduce the amount of the  
21 Annual Assessment in the succeeding year if a surplus exists.  
22

23 10.13 Green Valley Recreations (GVR). Lot Owners in The Links at Santa Rita  
24 Springs shall be members of GVR, and are required to pay any assessments or charges  
25 levied by GVR. Such assessment is in addition to the Annual Assessment levied by the  
26 Association, and shall be subject to the collection provisions of this Article.  
27

28 **ARTICLE 11**  
29 **INSURANCE**  
30

31 11.1 Required Coverages. The Association, acting through its Board or its duly  
32 authorized agent, shall obtain and continue in effect the following types of insurance, if  
33 reasonably available, or if not reasonably available the most nearly equivalent coverages  
34 as are reasonably available:  
35

36 11.1.1 Blanket property insurance covering "risks of direct physical loss"  
37 on a "special form" basis (or comparable coverage by whatever name denominated) for  
38 all insurable improvements on the Common Area. If such coverage is not generally  
39 available at reasonable cost, then "broad form" coverage may be substituted. All property  
40 insurance policies obtained by the Association shall have policy limits sufficient to cover  
41 the full replacement cost of the insured improvements under current building ordinances  
42 and codes;  
43

1           11.1.2 Commercial general liability insurance on the Common Areas,  
2 insuring the Association and its Members for damage or injury caused by the negligence  
3 of the Association or any of its Members, employees, agents, or contractors while acting on  
4 its behalf. If generally available at reasonable cost, such coverage (including primary and  
5 any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with  
6 respect to bodily injury, personal injury, and property damage; provided should additional  
7 coverage and higher limits be available at reasonable cost which a reasonably prudent  
8 person would obtain, the Association shall obtain such additional coverages or limits;  
9

10           11.1.3 Workers compensation insurance and employers liability insurance,  
11 if and to the extent required by law;  
12

13           11.1.4 Directors and officers liability coverage;  
14

15           11.1.5 Commercial crime insurance, including fidelity insurance covering  
16 all Persons responsible for handling Association funds in an amount determined in the  
17 Board's best business judgment but not less than an amount equal to one-sixth of the  
18 Annual Assessments on all Units plus reserves on hand. Fidelity insurance policies shall  
19 contain a waiver of all defenses based upon the exclusion of Persons serving without  
20 compensation; and  
21

22           11.1.6 Such additional insurance as the Board, in its best business judgment,  
23 determines advisable.  
24

25           11.2 Policy Requirements. The Association may arrange for an annual review of  
26 the sufficiency of its insurance coverage by one or more qualified Persons, at least one of  
27 whom must be familiar with insurable replacement costs in the Pima County, Arizona area.  
28

29           The policies may contain a reasonable deductible and the amount thereof  
30 shall not be subtracted from the face amount of the policy in determining whether the  
31 policy limits satisfy the requirements of Section 11.1. In the event of an insured loss, the  
32 deductible shall be treated as an expense of the Association in the same manner as the  
33 premiums for the applicable insurance coverage. However, if the Board reasonably  
34 determines that the loss is the result of the negligence or willful misconduct of one or more  
35 Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such  
36 deductible against such Owner(s) and their Lot(s) as a Reimbursement Assessment.  
37

38           11.3 Additional Requirements. All insurance coverage obtained by the Board  
39 shall:  
40

41           11.3.1 be written with a company authorized to do business in the State of  
42 Arizona which satisfies the requirements of the Federal National Mortgage Association, or  
43 such other secondary mortgage market agencies or federal agencies as the Board deems  
44 appropriate;

1           11.3.2 be written in the name of the Association as trustee for the benefitted  
2 parties. Policies on the Common Areas shall be for the benefit of the Association and its  
3 Members;

4  
5           11.3.3 not be brought into contribution with insurance purchased by  
6 Owners, Occupants, or their Mortgagees individually;

7  
8           11.3.4 contain an inflation guard endorsement;

9  
10          11.3.5 include an agreed amount endorsement, if the policy contains a co-  
11 insurance clause;

12  
13          11.3.6 provide that each Owner is an insured person under the policy with  
14 respect to liability arising out of such Owner's interest in the Common Area or membership  
15 in the Association;

16  
17          11.3.7 provide a waiver of subrogation under the policy against any Owner  
18 or household member of an Owner;

19  
20          11.3.8 include an endorsement precluding cancellation, invalidation,  
21 suspension, or non-renewal by the insurer on account of any one or more individual  
22 Owners, or on account of any curable defect or violation without prior written demand to  
23 the Association to cure the defect or violation and allowance of a reasonable time to cure;  
24 and

25  
26          11.3.9 include an endorsement precluding cancellation, invalidation, or  
27 condition to recovery under the policy on account of any act or omission of any one or  
28 more individual Owners, unless such Owner is acting within the scope of its authority on  
29 behalf of the Association.

30  
31          11.4 Optional Requirements. In addition, the Board shall use reasonable efforts  
32 to secure insurance policies which list the Owners as additional insureds and provide:

33  
34          11.4.1 a waiver of subrogation as to any claims against the Association's  
35 Board, officers, employees, and its manager, the Owners and their tenants, servants, agents,  
36 and guests;

37  
38          11.4.2 a waiver of the insurer's rights to repair and reconstruct instead of  
39 paying cash;

40  
41          11.4.3 an endorsement excluding Owners' individual policies from  
42 consideration under any "other insurance" clause,  
43



1           12.2 Exceptions to Age Restriction. There may be original Owners who do not  
2 comply with the foregoing age restriction. These Owners are exempt from the  
3 requirements of Section 12.1; however, when these Owners' Lots are subsequently resold,  
4 they must be occupied by at least one person fifty-five (55) years of age or older.  
5 Notwithstanding the foregoing, should an Occupant that is fifty-five (55) years of age or  
6 older die and leave the Dwelling Unit to a surviving spouse or other companion previously  
7 residing with the deceased Occupant, then provided that such surviving spouse or other  
8 co-habitant is at least forty-five (45) years of age, and provided that at least eighty percent  
9 (80%) of the Dwelling Units shall continue to be occupied by at least one person 55 years  
10 of age or older, the Board may allow the surviving spouse or co-habitant to remain in the  
11 Dwelling Unit as an exception to the age restriction in Section 12.1.  
12

13           12.3 Owners' Obligations. It shall be the duty and obligation of each record  
14 Owner of a residential Lot, prior to reselling, reconveying or leasing the Lot, to ascertain  
15 that after the purchase or the lease, at least one Occupant will be fifty-five (55) years of age  
16 or older, and shall further confirm this fact to the Association.  
17

18           12.4 Minors. Nothing in this Declaration shall be construed as to permit  
19 occupancy of any Lot by any person less than 18 years of age (a "Minor"). No Minor shall  
20 reside in any Dwelling Unit for more than three months during any 12-month period.  
21

22           12.5 Occupants. The occupancy restrictions of this Declaration dealing with both  
23 minimum age restrictions and the prohibition of Minors applies to all Occupants, whether  
24 Owners, Residents, Lessees or Tenants, and to all leases as well as sales.  
25

26           12.6 Compliance. On an annual basis, Owner and Occupants, shall provide  
27 written verification to the Association that a Dwelling Unit is occupied by at least one  
28 person over the age of fifty-five (55), subject to the reserved rights of the Declarant. It is  
29 understood that the ultimate responsibility for compliance with the provisions of this  
30 Article 12 rests with the Owner and not the Association or the Declarant. The Association,  
31 Declarant, and the Association's officers, directors, agents and employees shall have no  
32 liability whatsoever for compliance with the foregoing provisions, it being the duty of each  
33 Owner to comply therewith and ensure that all Occupants comply therewith and make  
34 appropriate notification to the Association. Each Owner acknowledges that the leasing of  
35 Dwelling Units and the pattern of resales of Dwelling Units can be difficult to control or  
36 predict, and that compliance with the Fair Housing Act and with the Exemption depends  
37 upon the cooperation of the Owners and Occupants.  
38

39           12.7 Amending Age Restrictions. Notwithstanding anything contained in this  
40 Declaration to the contrary, the provisions of this Article 12 may only be amended by the  
41 affirmative vote of ninety percent (90%) of the Owners then entitled to vote.  
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**ARTICLE 13  
ENFORCEMENT**

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13.1 Right of Association to Enforce. The Association or any Member has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. This shall include enforcement of Rules and Regulations adopted by the Board to carry out its purposes and duties under this Declaration. The prevailing party in any Court action shall be awarded reasonable attorneys' fees and costs. If no Court action is brought, the Association shall be reimbursed by the pertinent Owner(s), all reasonable attorneys' fees and costs it incurs in enforcing the Governing Documents.

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25

13.1.1 Waiver. No delay or omission on the part of the Association in exercising its right to enforcement of this Declaration shall be construed as a waiver of or acquiescence in any breach of any of the restrictions and covenants, and no right of action shall accrue against the Board of Directors, the Association or any member for their neglect or refusal to exercise such right of enforcement.

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36

13.1.2 Protection of Mortgagee. No breach of the foregoing provisions, conditions, restrictions or covenants shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of the Property. Such provisions, conditions, restrictions and covenants shall be enforceable against any portion of the Property acquired by any person through foreclosure for any breach occurring after such acquisition.

13.2 Fines and Penalties. If any Owner, his/her family, or any licensee, invitee, tenant or lessee violates the Governing Documents, the Board may levy a fine upon the Owner of the Dwelling Unit for each violation and/or may suspend the right of such person to use the Common Area, under such conditions as the Board may specify. Each day a violation continues after written notice to cease has been mailed shall be considered a separate violation and shall be subject to the imposition of a fine. The Board shall establish a procedure by which it imposes such fines, including the right to notice and an opportunity to be heard. Any fines which remain unpaid for a period of ten (10) days after notice to pay, shall become a lien on the Owner's Lot, unless prohibited by applicable law<sup>3</sup>, and shall be collected in the same manner as delinquent Assessments, including the imposition of late fees and interest.

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3

As of the date of this Declaration, A.R.S. §33-1807(A) states that "Fees, charges, late charges, monetary penalties and interest charged" for breaches of the Association's Governing Documents shall not be part of the Association's assessment lien. The Association must obtain a judgment from a court of competent jurisdiction to enforce payment of penalties or fines and associated late fees and costs. The Association's judgment lien is effective only on conveyance of any interest in the pertinent Lot.

1  
2           13.3 Enforcement Procedures. Before a fine or penalty is levied, the following  
3 enforcement procedure will be followed:  
4

5           13.3.1 Demand. Written demand to cease and desist from an alleged  
6 violation shall be served upon the alleged violator specifying: (A) the alleged violation; (B)  
7 the action required to abate the violation and, (C) if the violation is a continuing one, a  
8 time period of not less than ten (10) days, unless the violation constitutes a safety or health  
9 hazard, or if the violation is not a continuing one, a statement that any further violation of  
10 the same rule may result in the imposition of sanctions after notice and hearing.  
11

12           13.3.2 Notice. Within one month of such notice, if the violations continue  
13 past the period allowed in the notice for abatement without penalty, or if the same rule is  
14 subsequently violated, the Board shall serve the violator with written notice of a hearing  
15 to be held by the Board in executive session. Service may be made personally or by first  
16 class mail to the violator's address of record. The notice shall contain: (A) the nature of  
17 the alleged violation; (B) the time and place of the hearing, which time shall be not less than  
18 ten days from the giving of notice; (C) an invitation to attend the hearing and produce any  
19 statement, evidence and witnesses on his/her behalf; and (D) the proposed sanctions to be  
20 imposed, which may include the imposition of a fine.  
21

22           13.3.3 Hearing. The hearing shall be held in executive session of the Board  
23 of Directors, pursuant to the aforesaid Notice, thereby affording the Member a reasonable  
24 opportunity to be heard. Protocol of the hearing will be set by the Board of Directors. Prior  
25 to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard  
26 shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a  
27 copy of the notice together with a statement of the date and manner of delivery is entered  
28 into the minutes by the officer or director who delivered such notice. If the Member does  
29 not appear at the hearing, the Board will presume the validity of the notice of violation and  
30 may levy a fine or penalty.  
31

32           13.4 Notice of Violation. In the event that any Owner, his/her guests, tenants or  
33 family members are in violation of any of the provisions of the Governing Documents, the  
34 Association, after providing notice and an opportunity to cure the violation, has the right  
35 to record a "Notice of Violation" with the Pima County Recorder's Office, stating the name  
36 of the Owner, the Lot and the nature of the violation, and the Association's intent not to  
37 waive any of its rights of enforcement. The Notice shall remain of record until the violation  
38 is cured.  
39

40           13.5 No Obligation to Enforce. The Association is not obligated to take any  
41 enforcement action if the Board determines, in its sole discretion, that because of  
42 considerations pertaining to the Association's finances, possible defenses, the time and  
43 expense of litigation or other enforcement action, the likelihood of a result favorable to the  
44 Association, or other facts deemed relevant by the Board, enforcement action would not



1 be appropriate or in the best interests of the Association. The failure of the Association or  
2 an Owner to take enforcement action with respect to a violation of the Governing  
3 Documents shall not constitute or be deemed a waiver of the right of the Association or any  
4 Owner to enforce the Governing Documents in the future.  
5

6 13.6 Cumulative Rights and Remedies. All rights and remedies of the Association  
7 under the Governing Documents or at law or in equity are cumulative, and the exercise of  
8 one right or remedy shall not waive the Association' s right to exercise another right or  
9 remedy.  
10

11 13.7 Violation of Law. Each and every provision of this Declaration, as amended  
12 from time to time, is subject to any and all applicable federal, state and local governmental  
13 rules and regulations, ordinances and subdivision regulations. Any violation of any  
14 federal, state, municipal or local law, ordinance or regulation pertaining to the ownership,  
15 occupation or use of any property within The Links at Santa Rita Springs is declared to be  
16 a violation of the Governing Documents and subject to any and all enforcement procedures  
17 set forth in such Governing Documents.  
18

19 13.8 Survival of Liability. The termination of membership in the Association shall  
20 not relieve or release any such former Member from any liability or obligation incurred  
21 under or in any way connected with the Association during the period of such  
22 membership, or impair any rights or remedies which the Association may have against  
23 such former Member arising out of, or in any way connected with such membership and  
24 the covenants and obligations incident thereto.  
25

26 13.9 Attorney Fees. In the event the Association or Board retains or employs an  
27 attorney to enforce any lien granted to it under the terms of this Declaration, or to collect  
28 any assessments or other amounts due from an Owner, or to enforce compliance with or  
29 recover damages for any violation or noncompliance with this Declaration or the Rules, the  
30 Association shall be entitled to recover from the pertinent Lot Owner its reasonable  
31 attorneys' fees and costs incurred, whether or not court action is initiated.  
32

33 13.10 Joint and Several Liability. In the case of joint ownership of a Lot or Dwelling  
34 Unit, the liabilities and obligations of each of the joint owners set forth in or imposed by  
35 this Declaration shall be joint and several.  
36

37 **ARTICLE 14**  
38 **GENERAL PROVISIONS**  
39

40 14.1 Severability. Invalidation of any one of these covenants or restrictions by  
41 judgment or court order shall not affect any others which shall remain in full force and  
42 effect.  
43

1           14.2 Termination. this Declaration may be terminated at any time if Members  
2 representing 90% of the Members vote in favor of termination at an election held for such  
3 purpose. If the necessary votes and consents are obtained, the Board shall Record a  
4 certificate of termination, duly executed by the President or Vice President of the  
5 Association and attested to by the Secretary of the Association. Upon the Recording of the  
6 termination certificate, this Declaration shall be of no further force and effect and the  
7 Association thereupon shall be dissolved in accordance with its Articles and Bylaws and  
8 the laws of the State of Arizona.

9  
10           14.3 Amendment. This Declaration may be amended at any time with the  
11 approval of 67% of the voting power of the Association at any annual meeting or at any  
12 special meeting called for that purpose. The Declaration may also be amended by a written  
13 ballot. Any amendment to this Declaration shall be evidenced by a written document  
14 signed by the President and Secretary of the Association, attesting that the Owners  
15 consented to such amendment. The Amendment shall become effective when Recorded  
16 at the Pima County Recorder's Office.

17  
18           14.4 Term. The provisions of this Declaration shall run with the land and continue  
19 and remain in full force and effect at all times and against all persons.

20  
21           14.5 Binding Effect. By acceptance of a deed or acquiring any ownership interest  
22 in any Lot, each person or entity, for himself, herself, or itself, his/her heirs, personal  
23 representatives, successors, transferees and assigns, bind himself/herself and his/her heirs,  
24 personal representatives, successors, transferees and assigns to all of the provisions,  
25 restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this  
26 Declaration and any amendments thereto. In addition, each such person doing so  
27 acknowledges that this Declaration sets forth a general scheme for the Property and  
28 evidences his/her intent that all restrictions, conditions, covenants, and rules and  
29 regulations contained herein or promulgated hereafter by the Association shall run with  
30 the land and be binding upon all subsequent and future Owners, grantees, purchasers,  
31 assignees and transferees thereof. Furthermore, each such person fully understands and  
32 acknowledges that this Declaration shall be mutually beneficial, prohibitive and  
33 enforceable by the various subsequent and future Owners.

34  
35           14.6 Captions, Headings and Gender. The captions and headings of Sections and  
36 Articles of this Declaration are inserted for convenience of reference only and in no way  
37 define, describe or limit the scope or intent thereof or any of the provisions of this  
38 Declaration. All pronouns utilized herein shall be deemed to apply to all genders and  
39 numbers as the context requires to make them properly applicable to the Parties and any  
40 and all third parties.

41  
42           14.7 Interpretation. The Board of Directors for the Association has the exclusive  
43 right and authority to construe and interpret the provisions of this Declaration. In the  
44 absence of any adjudication to the contrary by a court of competent jurisdiction, the

1 Association's construction or interpretation of the provisions of the Governing Documents  
2 shall be final, conclusive and binding on all Owners.  
3

4 14.8 Construction. In the event of any discrepancies, inconsistencies or conflicts  
5 between the provisions of this Declaration and any other Governing Documents, the  
6 provisions of this Declaration shall prevail.  
7

8 14.9 Change of Circumstances. Except as otherwise expressly provided in this  
9 Declaration, no change or conditions or circumstances shall operate to extinguish,  
10 terminate or modify any of the provisions of this Declaration.  
11

12 14.10 Notices. If notice of any action or proposed action by the Board or any  
13 committee or of any meeting is required by applicable law, this Declaration or any other  
14 Governing Document or any resolution of the Board to be given to any Owner or Occupant  
15 then, unless otherwise specified herein or in the resolution of the Board, such notice  
16 requirement shall be deemed satisfied if notice of such action or meeting is hand-delivered  
17 or sent by mail to each Owner. This Section shall not be construed to require, that any  
18 notice be given if not otherwise required and shall not prohibit satisfaction of any notice  
19 requirement in any other manner.  
20

21 IN WITNESS WHEREOF, the undersigned certify that at least 67% of the  
22 Owners have voted to approve this Amended and Restated Declaration.  
23

24  
25 THE LINKS AT SANTA RITA HOMEOWNERS  
26 ASSOCIATION, INC., an Arizona non-profit  
27 corporation  
28

29  
30 By: \_\_\_\_\_  
31 Its: President

32 ATTEST:  
33

34  
35 By \_\_\_\_\_  
36 Secretary  
37

38 STATE OF ARIZONA )  
39 ) ss:  
40 County of Pima )  
41

42 The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
43 2006, by \_\_\_\_\_, President, and by \_\_\_\_\_

1  
2  
3  
4  
5  
6  
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8

\_\_\_\_\_, Secretary, of THE LINKS AT SANTA RITA HOMEOWNERS ASSOCIATION, INC., an Arizona non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public