

| | | |
|---------|-------|----------|
| Indexed | Filed | Recorded |
| | | |

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE AND TRUST OF TUCSON, as Trustee under Trust Number 1644 being the owner of the following described real property:

SABINO VISTA HILLS, Lots 1 through 65 inclusive, Common Natural area "A", private streets, Common area "B" and recreational area, Common area "C", according to the official map or plat thereof of record in the Office of the Pima County Recorder in Book 29 of Maps and Plats at Page 20 thereof,

and desiring to establish the nature of the use and enjoyment of the above-described real property, hereby declares that the following covenants, restrictions and reservations shall attach to said property and every portion thereof and shall constitute covenants running with the land for the benefit of all of the land described above. The above-described real property is the first phase of a development of SABINO VISTA HILLS and other portions of said subdivision as same are completed for a phased construction program shall be subject to the hereinafter set forth covenants, conditions and restrictions and any amendments thereto.

1. Said premises shall be used for residential use only and construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises.

2. No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto the above-

5701-0712

described property from outside the subdivision, except that a construction shed, used for the storage of tools and equipment, may be maintained by the builder on any unsold lot during the period of construction of the subdivision. All dwellings shall be constructed to mean single-family dwellings and only one such dwelling shall be allowed on each lot.

3. No animals, livestock or poultry shall be kept on the premises other than household pets. No signs of a commercial nature (except for one "For Rent" or "For Sale" sign per parcel) shall be allowed and no billboard, store, office or other place of business of any kind, and no institutions or other place for the care or treatment of the sick or disabled, sickly or mentally, shall be placed or permitted to remain on said premises, and no trailer of any kind, mobile home, recreational vehicles, camper or boat will be permitted to remain on the premises for longer than 24 hours unless inside a garage, and no business of any kind or character whatsoever shall be conducted in or from the premises except the business of the developer during the period of development and sale of lots in this area, nor shall any unsightly object or nuisance (including but not limited to outside aerial or antenna) be erected, placed or maintained on any of said premises, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the owner of any dwelling in the subdivision.

4. Each unit shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the storage

of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets, except for date of trash collection, at which time the trash containers shall be immediately removed from the point of collection and returned to the screened areas.

5. All landscaping to be placed upon the front or side yards must be approved by the Architectural Committee hereinafter established and by the Homeowners Association hereinafter referred to prior to the installation thereof. All patio walls facing the street must be constructed of the same material as the house located upon such lot and plans for such patio wall must be approved by the Architectural Committee and Homeowners Association prior to the construction thereof.

6. The native growth on said property, including cacti and palo verde trees, shall not be destroyed or removed from any of the lots in said subdivision by any of the lot owners, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, and other outbuildings, and/or walled in service yards and patios, and unless written permission be first had and obtained from the hereafter named owner or the Homeowners Association referred to hereafter and the Architectural Committee named hereafter.

7. No hospital, sanitarium, hotel, duplex or apartment house of any kind or nature shall be constructed, permitted or maintained on any of said premises, nor shall any building on any of said premises be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease..

8. All private streets within or fronting upon the real property described above as indicated by the recorded plat referred to above and all common areas and recreational facilities referred to therein shall be conveyed by the undersigned to Sabino Vista Hills Neighborhood Association, which said Association shall be a non-profit corporation and shall be formed contemporaneously herewith. In the event landscape median dividers are installed in the subdivision covered by these restrictions, same shall be installed and maintained in a manner compatible with proper traffic safety. All private streets within or fronting on the real property described above as may be owned by the Neighborhood Association referred to herein, may upon notice to each homeowner in said subdivision be deeded by the Association to Pima County to become public streets and thoroughfares and to be maintained by Pima County if same are acceptable by Pima County for such maintenance.

9. Sabino Vista Hills Neighborhood Association, hereinafter referred to as "The Association" shall accept ownership of and provide such necessary and appropriate action for the proper maintenance and upkeep of all privately owned streets, roadways, recreation areas and any other common areas referred to herein or as subsequently conveyed to the Association pursuant to the terms hereof. It shall provide also for the payment of taxes and maintenance of common areas, common recreation facilities and private streets and collection and payment of all other items specified herein. Membership in said Corporation shall be as provided for in the Articles of Incorporation and By-Laws adopted by the Corporation. The Corporation shall be authorized to cooperate with the owners of other lots in the immediate areas which may be developed

by the undersigned and to provide for the maintenance of the common areas deeded to the corporation.

10. The Association shall do all things necessary for the general benefit and welfare of the property owners of land described herein and shall manage and be responsible for the following matters:

- A. Management of the common areas as of the lands described herein.
- B. Collection of all charges against lots described herein, in SABINO VISTA HILLS as provided for or permitted hereunder.
- C. Enforcement of the rights and powers granted to it hereunder.
- D. Installation, replacement, repair and maintenance of all landscaping, lighting, recreational facilities (including swimming pool service) equipment and furniture and other improvements in the portions of the lands described herein, all of which shall be maintained according to the character and the standards initially established by the developer.
- E. Payment of taxes on private, interior roads and any other property acquired by the corporation.
- F. Utilities and insurance premiums in connection with common and recreational areas and facilities and private interior streets.
- G. Repair, replacement and maintenance of any

landscaping on the lands described herein which are not maintained by the owner in accordance herewith.

- II. To be responsible for the construction, control, maintenance, safety and liability of all private streets and common areas within the property described above.
- I. All other things set forth in its articles of incorporation which are not inconsistent herewith.

11. The record owner of each dwelling constructed upon the land described herein shall pay to the Association within thirty (30) days of receipt of notice and invoice, a sum equal to the total of the following which shall be determined by the Board of Directors of said corporation:

- 1. The pro-rata share of the actual cost to said corporation in performing the function enumerated in the previous paragraph.
- 2. The pro-rata share of the expenses of operating said corporation.
- 3. The pro-rata share of an adequate reserve (to be determined by the Board of Directors of said corporation) for future repair, replacement, maintenance, improvement, insurance, fire protection, security and taxes.

12. Every principal residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (exclusive of porches, terraces, garages and other outbuildings) of not less than 1600 square feet. This

provision may be waived by specific written approval of the undersigned, their successors or assigns which such approval must be obtained prior to the commencement of construction of any residence upon such lot.

13. All building plans for any building, wall, fence, coping, or other structure whatsoever to be erected on or moved upon or to any part of said property and the proposed location thereof on any lot and the exterior color scheme thereof and any changes after approval thereof and any remodeling, alteration or addition to any building or other structure on any lot in said subdivision shall be subject to approval in writing of the owner or their successor and assigns, their agent or architect who may be authorized for such purposes. Effective as of the date of recording of these covenants, conditions and restrictions, Melvin Zuckerman and John Campisano are constituted as the architectural committee authorized to grant the approvals or revision of same as provided for herein. They shall remain as such architectural committee until such time as ninety (90%) percent of the lots covered by this Declaration of Covenants, Conditions and Restrictions shall have been sold by the owners named above, at which time the homeowners association referred to in paragraph number 7 above, shall have the authority to name their own architectural committee who shall thereafter serve at the will of the association. Notwithstanding anything herein contained to the contrary, the Architectural Committee and each member thereof, shall be held harmless by the Association from any and all liability it or they may incur as a result of having served on said Architectural Committee and

rendering decisions which said Architectural Committee is authorized or empowered by this Declaration to render.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot such owner shall submit to the owner as above mentioned, two (2) sets of plans and specifications for such structure and no structure of any kind shall be erected, altered, placed or maintained upon any lot in said subdivision unless and until the plans, elevations and specifications therefor, have received the written approval of such owner, agent or architect. Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

14. Any building or structure constructed upon any of the lots subject to these restrictions shall conform in all respects to applicable Pima County Zoning Ordinances.

15. No bermuda grass or other lawn, the pollen of which is considered to be an allergy stimulant, shall be grown on any lot in the above-mentioned subdivision.

16. No radio or television antenna or aerial shall be constructed or installed which shall extend beyond five (5) feet in height when same has been installed over the highest point of the roof upon which same is installed.

17. No heating or cooling equipment may be stored or placed upon the roof of any dwelling constructed in the above described subdivision unless properly screened from view of adjoining owners and from the streets, and in any event, the location and plans for same must first be approved by the

Association named herein and the Architectural Committee named herein or their successors.

16. The aforesaid provision, conditions, restrictions and covenants and each and all thereof shall run with the land and continue and remain in full force and effect at all times and against all times and against all persons until January 1, 1996; provided, however, that seventy-five (75%) per cent of the record owners of the lots in said subdivision shall have the right to amend or change any one or all of these restrictions, conditions and covenants.

19. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the corporation or other property owner shall have notified in writing, the owner or lessee in possession of the lot upon which such breach has been committed, to refrain from a continuance of such action or correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief; if such be granted the court may, in its discretion, award to Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees.

Any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property; but such provisions, conditions, restrictions and covenants shall be

enforceable against any portion of property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

20. No delay or omission on the part of the owners or their successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by any one whomsoever against the corporation, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

21. In the event that anyone or more of the provisions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth, shall continue unimpaired and in full force and effect.

22. Said property shall be subject to any and all rights which the county of Pima and/or the City of Tucson may require through dedication, or by the filing or recording of maps or plats of said property.

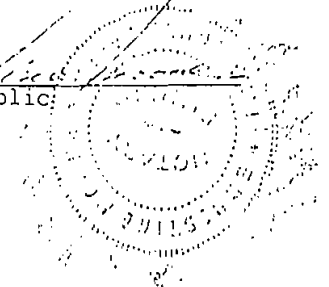
23. Electric power and water service will be made available through private utility companies or government utilities authorized by the State of Arizona. The owner of the subdivision guarantees no certain quality or quantity of water or electric power to be furnished by said private companies or government utilities and shall in no event be liable for any shortage of water or electric power, due to causes beyond the control of said subdivision.

24. Notwithstanding anything herein contained to the contrary, each and every owner of any lot and dwelling located in said subdivision is forbidden from enclosing any garage or carport upon such lot and all garages or carports when constructed shall remain solely for the use of parking of automobiles unless another use is specifically authorized for same by the Architectural Committee and the Neighborhood Association.

STEWART TITLE AND TRUST OF TUCSON,
as Trustee under Trust Number 1644,
as Trustee only and not in its
Corporate Capacity,
By William B. Bellamy

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me
this 14th day of December, 1977, by William B. Bellamy
as Trustee of STEWART TITLE & TRUST OF TUCSON.

William B. Bellamy
Notary Public


My Commission Expires:
6/16/80

I

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE AND TRUST OF TUCSON, as Trustee under Trust Number 1613 being the owner of the following described real property:

SABINO VISTA HILLS, Lots 66 through 100 inclusive, Common Natural area "D" and private streets, Common area "E" according to the official map or plat thereof of record in the Office of the Pima County Recorder in Book 29 of Maps and Plats at Page 40 thereof,

and desiring to establish the nature of the use and enjoyment of the above-described real property, hereby declares that the following covenants, restrictions and reservations shall attach to said property and every portion thereof and shall constitute covenants running with the land for the benefit of all of the land described above. The above-described real property is the first phase of a development of SABINO VISTA HILLS and other portions of said subdivision as same are completed for a phased construction program shall be subject of the hereinafter set forth covenants, conditions and restrictions and any amendments thereto.

1. Said premises shall be used for residential use only and construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises.

2. No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto the above-

described property from outside the subdivision, except that a construction shed, used for the storage of tools and equipment, may be maintained by the builder on any unsold lot during the period of construction of the subdivision. All dwellings shall be constructed to mean single-family dwellings and only one such dwelling shall be allowed on each lot.

3. No animals, livestock or poultry shall be kept on the premises other than household pets. No signs of a commercial nature (except for one "For Rent" or "For Sale" sign per parcel) shall be allowed and no billboard, store, office or other place of business of any kind, and no institutions or other place for the care or treatment of the sick or disabled, sickly or mentally, shall be placed or permitted to remain on said premises, and no trailer of any kind, mobile home, recreational vehicles, camper or boat will be permitted to remain on the premises for longer than 24 hours unless inside a garage, and no business of any kind or character whatsoever shall be conducted in or from the premises except the business of the developer during the period of development and sale of lots in this area, nor shall any unsightly object or nuisance (including but not limited to outside aerial or antenna) be erected, placed or maintained on any of said premises, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the owner of any dwelling in the subdivision.

4. Each unit shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the storage

of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets, except for date of trash collection, at which time the trash containers shall be immediately removed from the point of collection and returned to the screened areas.

5. All landscaping to be placed upon the front or side yards must be approved by the Architectural Committee hereinafter established and by the Homeowners Association hereinafter referred to prior to the installation thereof. All patio walls facing the street must be constructed of the same material as the house located upon such lot and plans for such patio wall must be approved by the Architectural Committee and Homeowners Association prior to the construction thereof.

6. The native growth on said property, including cacti and palo verde trees, shall not be destroyed or removed from any of the lots in said subdivision by any of the lot owners, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, and other outbuildings, and/or walled in service yards and patios, and unless written permission be first had and obtained from the hereafter named owner or the Homeowners Association referred to hereafter and the Architectural Committee named hereafter.

7. No hospital, sanitarium, hotel, duplex or apartment house of any kind or nature shall be constructed, permitted or maintained on any of said premises, nor shall any building on any of said premises be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease.

8. All private streets within or fronting upon the real property described above as indicated by the recorded plat referred to above and all common areas and recreational facilities referred to therein shall be conveyed by the undersigned to Sabino Vista Hills Neighborhood Association, which said Association shall be a non-profit corporation and shall be formed contemporaneously herewith. In the event landscape median dividers are installed in the subdivision covered by these restrictions, same shall be installed and maintained in a manner compatible with proper traffic safety. All private streets within or fronting on the real property described above as may be owned by the Neighborhood Association referred to herein, may upon notice to each homeowner in said subdivision be deeded by the Association to Pima County to become public streets and thoroughfares and to be maintained by Pima County if same are acceptable by Pima County for such maintenance.

9. Sabino Vista Hills Neighborhood Association, hereinafter referred to as "The Association" shall accept ownership of and provide such necessary and appropriate action for the proper maintenance and upkeep of all privately owned streets, roadways, recreation areas and any other common areas referred to herein or as subsequently conveyed to the Association pursuant to the terms hereof. It shall provide also for the payment of taxes and maintenance of common areas, common recreation facilities and private streets and collection and payment of all other items specified herein. Membership in said Corporation shall be as provided for in the Articles of Incorporation and By-Laws adopted by the Corporation. The Corporation shall be authorized to cooperate with the owners of other lots in the immediate areas which may be developed.

by the undersigned and to provide for the maintenance of the common areas deeded to the corporation.

10. The Association shall do all things necessary for the general benefit and welfare of the property owners of land described herein and shall manage and be responsible for the following matters:

- A. Management of the common areas as of the lands described herein.
- B. Collection of all charges against lots described herein, in SABINO VISTA HILLS as provided for or permitted hereunder.
- C. Enforcement of the rights and powers granted to it hereunder.
- D. Installation, replacement, repair and maintenance of all landscaping, lighting, recreational facilities (including swimming pool service) equipment and furniture and other improvements in the portions of the lands described herein, all of which shall be maintained according to the character and the standards initially established by the developer.
- E. Payment of taxes on private, interior roads and any other property acquired by the corporation.
- F. Utilities and insurance premiums in connection with common and recreational areas and facilities and private interior streets.
- G. Repair, replacement and maintenance of any

landscaping on the lands described herein which are not maintained by the owner in accordance herewith.

H. To be responsible for the construction, control, maintenance, safety and liability of all private streets and common areas within the property described above.

I. All other things set forth in its articles of incorporation which are not inconsistent herewith.

11. The record owner of each dwelling constructed upon the land described herein shall pay to the Association within thirty (30) days of receipt of notice and invoice, a sum equal to the total of the following which shall be determined by the Board of Directors of said corporation:

1. The pro-rata share of the actual cost to said corporation in performing the function enumerated in the previous paragraph.

2. The pro-rata share of the expenses of operating said corporation.

3. The pro-rata share of an adequate reserve (to be determined by the Board of Directors of said corporation) for future repair, replacement, maintenance, improvement, insurance, fire protection, security and taxes.

12. Every principal residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (exclusive of porches, terraces, garages and other outbuildings) of not less than 1600 square feet. This

provision may be waived by specific written approval of the undersigned, their successors or assigns which such approval must be obtained prior to the commencement of construction of any residence upon such lot.

13. All building plans for any building, wall, fence, coping, or other structure whatsoever to be erected on or moved upon or to any part of said property and the proposed location thereof on any lot and the exterior color scheme thereof and any changes after approval thereof and any remodeling, alteration or addition to any building or other structure on any lot in said subdivision shall be subject to approval in writing of the owner or their successor and assigns, their agent or architect who may be authorized for such purposes. Effective as of the date of recording of these covenants, conditions and restrictions, Melvin Zuckerman and John Campisano are constituted as the architectural committee authorized to grant the approvals or revision of same as provided for herein. They shall remain as such architectural committee until such time as ninety (90%) percent of the lots covered by this Declaration of Covenants, Conditions and Restrictions shall have been sold by the owners named above, at which time the homeowners association referred to in paragraph number 7 above, shall have the authority to name their own architectural committee who shall thereafter serve at the will of the association. Notwithstanding anything herein contained to the contrary, the Architectural Committee and each member thereof, shall be held harmless by the Association from any and all liability it or they may incur as a result of having served on said Architectural Committee and

rendering decisions which said Architectural Committee is authorized or empowered by this Declaration to render.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot such owner shall submit to the owner as above mentioned, two (2) sets of plans and specifications for such structure and no structure of any kind shall be erected, altered, placed or maintained upon any lot in said subdivision unless and until the plans, elevations and specifications therefor, have received the written approval of such owner, agent or architect. Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

14. Any building or structure constructed upon any of the lots subject to these restrictions shall conform in all respects to applicable Pima County Zoning Ordinances.

15. No bermuda grass or other lawn, the pollen of which is considered to be an allergy stimulant, shall be grown on any lot in the above-mentioned subdivision.

16. No radio or television antenna or aerial shall be constructed or installed which shall extend beyond five (5) feet in height when same has been installed over the highest point of the roof upon which same is installed.

17. No heating or cooling equipment may be stored or placed upon the roof of any dwelling constructed in the above described subdivision unless properly screened from view of adjoining owners and from the streets, and in any event, the location and plans for same must first be approved by the

Association named herein and the Architectural Committee named herein or their successors.

18. The aforesaid provision, conditions, restrictions and covenants and each and all thereof shall run with the land and continue and remain in full force and effect at all times and against all times and against all persons until January 1, 1996; provided, however, that seventy-five (75%) per cent of the record owners of the lots in said subdivision shall have the right to amend or change any one or all of these restrictions, conditions and covenants.

19. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the corporation or other property owner shall have notified in writing, the owner or lessee in possession of the lot upon which such breach has been committed, to refrain from a continuance of such action or correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief; if such be granted the court may, in its discretion, award to Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees.

Any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and of full value as to any portion of said property; but such provisions, conditions, restrictions and covenants shall be

enforceable against any portion of property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

20. No delay or omission on the part of the owners or their successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by any one whomsoever against the corporation, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

21. In the event that anyone or more of the provisions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth, shall continue unimpaired and in full force and effect.

22. Said property shall be subject to any and all rights which the county of Pima and/or the City of Tucson may require through dedication, or by the filing or recording of maps or plats of said property.

23. Electric power and water service will be made available through private utility companies or government utilities authorized by the State of Arizona. The owner of the subdivision guarantees no certain quality or quantity of water or electric power to be furnished by said private companies or government utilities and shall in no event be liable for any shortage of water or electric power, due to causes beyond the control of said subdivision.

24. Notwithstanding anything herein contained to the contrary, each and every owner of any lot and dwelling located in said subdivision is forbidden from enclosing any garage or carport upon such lot and all garages or carports when constructed shall remain solely for the use of parking of automobiles unless another use is specifically authorized for same by the Architectural Committee and the Neighborhood Association.


STEWART TITLE AND TRUST OF TUCSON,
as Trustee under Trust Number 1613,
as Trustee only and not in its
Corporate Capacity.

BY Wanda Dammefelser
TRUST OFFICER

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

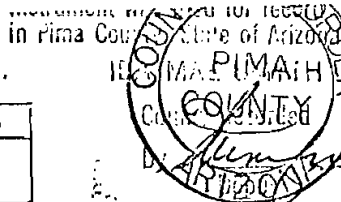
The foregoing instrument was acknowledged before me
this 16th day of March, 1978, by WANDA DAMMENFELSER
as TRUST OFFICER of STEWART TITLE & TRUST OF TUCSON

ATTACHED

Wanda Dammefelser
Notary Public


My Commission Expires:

6/26/78



Date: DEC 22 1978 - 10 00 AM

Request of: Osborne, Pitterson, Wain & Wall
Fee: \$ 7.50

| Indexed | Passed | Noted |
|---------|--------|-------|
| | | |

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE AND TRUST OF TUCSON, as Trustee under Trusts Number 1613 and 1805 being the owner of the following described real property:

SABINO VISTA HILLS; Lots 101 through 158 inclusive, Common Natural area "F", according to the official map or plat thereof of record in the Office of the Pima County Recorder in Book 30 of Maps and Plats at Page 41 thereof, and previously recorded Common Natural area "A" and recreational area (Common area "C") as recorded in Book 29, Page 29 of maps and plats and Common Natural area "D" as recorded in Book 29 Page 40 of maps and plats and all common areas, common natural areas and recreational areas to be recorded,

and desiring to establish the nature of the use and enjoyment of the above-described real property, hereby declares that the following covenants, restrictions and reservations shall attach to said property and every portion thereof and shall constitute covenants running with the land for the benefit of all of the land described above. The above-described real property is the third phase of a development of SABINO VISTA HILLS and other portions of said subdivision as same are completed for a phased construction program shall be subject to the hereinafter set forth covenants, conditions and restrictions and any amendments thereto.

1. Said premises shall be used for residential use only and construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises.

2. No part of any dwelling shall be used for living purposes until

the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto the above-described property from outside the subdivision, except that a construction shed, used for the storage of tools and equipment, may be maintained by the builder on any unsold lot during the period of construction of the subdivision. All dwellings shall be constructed to mean single-family dwellings and only one such dwelling shall be allowed on each lot.

3. No animals, livestock or poultry shall be kept on the premises other than household pets. No signs of a commercial nature (except for one "For Rent" or "For Sale" sign per parcel) shall be allowed and no billboard, store, office or other place of business of any kind, and no institutions or other place for the care or treatment of the sick or disabled, sickly or mentally, shall be placed or permitted to remain on said premises, and no trailer of any kind, mobile home, recreational vehicles, camper or boat will be permitted to remain on the premises for longer than 24 hours unless inside a garage, and no business of any kind or character whatsoever shall be conducted in or from the premises except the business of the developer during the period of development and sale of lots in this area, nor shall any unsightly object or nuisance (including but not limited to outside aerial or antenna) be erected, placed or maintained on any of said premises, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the owner of any dwelling in the subdivision.

4. Each unit shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the

storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets, except for date of trash collection, at which time the trash containers shall be immediately removed from the point of collection and returned to the screened areas.

5. All lots contiguous to Larrea Lane must have landscaping which shall be approved by the Architectural Committee hereinafter established and by the Homeowners Association hereinafter referred to prior to the installation thereof. This provision shall refer to Lots 108, 119, 120, 132, 133, 144, and 145.

6. All patio walls facing the street must be constructed of the same material as the house located upon such lot and plans for such patio wall must be approved by the Architectural Committee and Homeowners Association prior to the construction thereof.

7. No fence, wall or other structure shall be constructed along lot lines in such a manner as to obstruct the natural flow of drainage across lot lines. Plans for all of the above-mentioned structures will be submitted to the Architectural Review Committee prior to the commencement of construction.

8. The native growth on said property, including cacti and palo verde trees, shall not be destroyed or removed from any of the lots in said subdivision by any of the lot owners, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, and other outbuildings, and/or walled in service yards and patios, and unless written permission be first had and obtained from the hereafter named owner or the Homeowners Association referred to

5929 PAGE 0736

9. No hospital, sanitarium, hotel, duplex or apartment house of any kind or nature shall be constructed, permitted or maintained on any of said premises, nor shall any building on any of said premises be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease.

10. All common natural areas described above as indicated by the recorded plat referred to above and all common areas, common natural areas and recreational areas previously recorded and to be recorded shall be conveyed by the undersigned to Sabino Vista Hills Neighborhood Association, which said Association is a non-profit corporation and has been formed pursuant to the laws of the State of Arizona, March 21, 1978. In the event landscape median dividers are installed in the subdivision covered by these restrictions, same shall be installed and maintained in a manner compatible with proper traffic safety.

11. Sabino Vista Hills Neighborhood Association, hereinafter referred to as "The Association" shall accept ownership of and provide such necessary and appropriate action for the proper maintenance and upkeep of all recreational areas and any other common areas referred to herein or as subsequently conveyed to the Association pursuant to the terms hereof. It shall provide also for the payment of taxes and maintenance of common areas, common recreation facilities and collection and payment of all other items specified herein. Membership in said Corporation shall be as provided for in the Articles of Incorporation and By-Laws adopted by the Corporation. All the provisions of said Articles of Incorporation and By-Laws of said Corporation which has been formed pursuant to the laws of the State of Arizona

5929 PAGE 0737

on March 21, 1978, are specifically incorporated herein by reference as though fully set forth herein. The Corporation shall be authorized to cooperate with the owners of other lots in the immediate areas which may be developed by the undersigned and to provide for the maintenance of the common areas deeded to the corporation.

12. The Association shall do all things necessary for the general benefit and welfare of the property owners of land described herein and shall manage and be responsible for the following matters:

- A. Management of the common areas as of the land described herein.
- B. Collection of all charges against lots described herein, in SABINO VISTA HILLS as provided for or permitted hereunder.
- C. Enforcement of the rights and powers granted to it hereunder.
- D. Installation, replacement, repair and maintenance of all common area landscaping, lighting, recreational facilities (including swimming pool service) equipment and furniture and other improvements in the portions of the lands described herein, all of which shall be maintained according to the character and the standards initially established by the developer.
- E. Payment of taxes on property acquired by the corporation.
- F. Utilities and insurance premiums in connection with common and recreational areas and facilities.
- G. Repair, replacement and maintenance of any landscaping on

the owner in accordance herewith.

- H. To be responsible for the construction, control, maintenance, safety and liability of all common areas within the property described above.
- I. All other things set forth in its articles of incorporation which are not inconsistent herewith.

13. The record owner of each dwelling constructed upon the land described herein shall pay to the Association within thirty (30) days of receipt of notice and invoice, a sum equal to the total of the following which shall be determined by the Board of Directors of said corporation:

- A. The pro-rata share of the actual cost to said corporation in performing the functions enumerated in the previous paragraph.
- B. The pro-rata share of the expenses of operating said corporation.
- C. The pro-rata share of an adequate reserve (to be determined by the Board of Directors of said corporation) for future repair, replacement, maintenance, improvement, insurance, fire protection, security and taxes.

14. Every principal residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (exclusive of porches, terraces, garages and other outbuildings) of not less than 1600 square feet. This provision may be waived by specific written approval of the undersigned, their successors or assigns which such approval must be obtained prior to the commencement of construction of any residence upon such lot.

15. Every principal residence constructed on any lot having lot lines contiguous to Larrea Lane shall have overhead garage doors if said garage opening is parallel to Larrea Lane. No driveway shall enter directly onto Larrea Lane. This provision refers to Lots 108, 119, 120, 132, 133, 144, and 145.

16. All building plans for any building, wall, fence, coping, or other structure whatsoever to be erected on or moved upon or to any part of said property and the proposed location thereof on any lot and the exterior color scheme thereof and any changes after approval thereof and and remodeling, alteration or addition to any building or other structure on any lot in said subdivision shall be subject to approval in writing of the owner or their successor and assigns, their agent or architect who may be authorized for such purposes. Effective as of the date of recording of these covenants, conditions and restrictions, Andrew S. Arena is constituted as the architectural committee authorized to grant the approvals or revisions of same as provided for herein. He shall remain as such architectural committee until such time as ninety (90%) percent of the lots covered by this Declaration of Covenants, Conditions and Restrictions shall have been sold by the owners named above, at which time the homeowners association referred to in paragraph number 11 above, shall have the authority to name their own architectural committee who shall thereafter serve at the will of the association. Notwithstanding anything herein contained to the contrary, the Architectural Committee and each member thereof, shall be held harmless by the Association from any and all liability it or they may incur as a result of having served on said Architectural Committee and rendering decisions which said Archi-

tectural Committee is authorized or empowered by this Declaration to render.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot such owner shall submit to the owner as above mentioned, two (2) sets of plans and specifications for such structure and no structure of any kind shall be erected, altered, placed or maintained upon any lot in said subdivision unless and until the plans, elevations and specifications therefor, have received the written approval of such owner, agent or architect. Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

17. Any building or structure constructed upon any of the lots subject to these restrictions shall conform in all respects to applicable Pima County Zoning Ordinances.

18. No bermuda grass or other lawn, the pollen of which is considered to be an allergy stimulant, shall be grown on any lot in the above-mentioned subdivision.

19. No radio or television antenna or aerial shall be constructed or installed which shall extend beyond five (5) feet in height when same has been installed over the highest point of the roof upon which same is installed.

20. No heating or cooling equipment may be stored or placed upon the roof of any dwelling constructed in the above described subdivision unless properly screened from view of adjoining owners and from the streets, and in any event, the location and plans for same must first be approved by the

Association named herein and the Architectural Committee named herein or their successors.

21. The aforesaid provision, conditions, restrictions and covenants and each and all thereof shall run with the land and continue and remain in full force and effect at all times and against all times and against all persons until January 1, 1996; provided, however, that seventy-five (75%) percent of the record owners of the lots in said subdivision shall have the right to amend or change any one or all of these restrictions, conditions and covenants.

22. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the corporation or other property owner shall have notified in writing, the owner or lessee in possession of the lot upon which such breach has been committed, to refrain from a continuance of such action or correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief; if such be granted the court may, in its discretion, award to Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees.

Any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property; but such provisions, conditions, restrictions and covenants shall be enforceable against any portion of property acquired by any

person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

23. No delay or omission on the part of the owners or their successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by any one whomsoever against the corporation, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

24. In the event that anyone or more of the provisions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth, shall continue unimpaired and in full force and effect.

25. Said property shall be subject to any and all rights which the County of Pima and/or the City of Tucson may require through dedication, or by the filing or recording of maps or plats of said property.

26. Electric power, natural gas and water service will be made available through private utility companies or government utilities authorized by the State of Arizona. The owner of the subdivision guarantees no certain

Pursuant to Section 33-401, ARS, the names & addresses of the beneficiaries as disclosed by the records of said Trust are as follows:

Sabino Vista Hills Associates
Box 12702
Tucson, Arizona 85732

Trust 1613

Pursuant to Section 33-401, ARS, the names & addresses of the beneficiaries as disclosed by the records of said Trust are as follows:

Brown Bolte, as Attorney in fact for: See attached list of Beneficiaries, attached hereto
11174 Turtle Beach Road, Lost Tree Village
North Palm Beach, FL 33408

Western Continental Development Corporation
325 W. Franklin
Tucson, Arizona 85705

TRUST NUMBERNAME AND ADDRESSINTEREST
PERCENT

FIRST BENEFICIARIES

| | |
|---|-------|
| Catherwood; Cummins .807 Lancaster Avenue Bryn Mawr, Pennsylvania 19010 | 14.10 |
| Johnson, Worthington c/o H.J. Behn Co, Inc. Bridgeport, Conn. 06601 | 14.10 |
| Johnstone, Edmund Trinity Pass Pound Ridge, N.Y. 10576 | 14.10 |
| Bolte, Brown 11804 Lake House Court Lost Tree Village North Palm Beach, Fla. 33408 | 14.10 |
| Cadan Corporation Chalres A. Dana, Jr. 635 Madison Avenue New York, N.Y. 10021 | 14.10 |
| Shaw, John F. FRD #1 Pound Ridge, N.Y. 10576 | 7.05 |
| Gieseler, Ernest O. Studio C 559 San Ysidro Road Santa Barbara, California 93103 | 11.75 |
| Schriber, Thomas M Box 1027 New Canaan, Conn 06840 | 4.70 |
| Chilcote, Lee A. c/o Taprell Loomis, Inc. 2140 Superior Avenue Cleveland, Ohio 44114 | 6.00 |

5325 PAGE 0746

When received please return to:
Richard S. Gottlieb
100 North Stone Avenue, Suite 602
Tucson, Arizona 85701

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE AND TRUST OF TUCSON, as Trustee under Trust Number 1613, being the owner of the followed described real property:

SABINO VISTA HILLS, Lots 159 through 224 inclusive, Common Area "C" according to the official map or plat thereof of record in the Office of the Pima County Recorder in Book 31 of Maps and Plats at Page 5 thereof, previously recorded Common Natural Area "A" and recreation area (Common Area "C") as recorded in Book 29, Page 20 of Maps and Plats; Common Natural Area "D" as recorded in Book 29, Page 40 of Maps and Plats and previously recorded Common Natural Area "F", as recorded in Book 30, Page 41 of Maps and Plats and all common areas, common natural areas and recreational areas to be recorded,

and desiring to establish the nature of use and enjoyment of the above-described real property, hereby declares that the following covenants, restrictions and reservations shall attach to said property and every portion thereof and shall constitute covenants running with the land for the benefit of all of the land described above. The above-described real property is the fourth phase of a development of SABINO VISTA HILLS and shall be subject to the hereinafter set forth covenants, conditions and restrictions and any amendments thereto.

1. Said property shall be used for residential use only and construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be per-

mitted or conducted upon said premises, except as may otherwise be provided herein.

2. No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto the above-described property from outside the subdivision, except that a construction shed or similar facility, used for the storage of tools and equipment, may be maintained by a builder on any unsold lot during the period of construction of the subdivision. All dwellings shall be construed to mean single-family dwellings, attached or detached and only one such dwelling shall be allowed on each lot.

3. No animals, livestock or poultry shall be kept, maintained or allowed on the premises other than household pets. No signs of a commercial nature (except for one "For Rent" or "For Sale" sign per parcel) shall be allowed and no billboard, store, office or other place of business of any kind except as may otherwise be provided herein, and no institutions or other place for the care or treatment of the sick or disabled, sickly or mentally ill, shall be placed or permitted to remain on said premises, and no trailer of any kind, (except that the builder or developer in the course of construction shall be permitted to maintain a trailer and other items of property necessary or convenient in the construction of dwellings on the property), mobile home, recreational vehicles, camper or boat will be permitted to remain on the premises for longer than 24 hours unless inside a garage, and no business of any kind or character whatsoever

shall be conducted in or from the premises except the business of the developer or builder during the period of construction of residences, development and sale of lots on the property, nor shall any unsightly object or nuisance (including but not limited to outside aerial or antenna except as otherwise provided herein) be erected, placed or maintained on any of said premises, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the owner of any dwelling on the subdivision.

4. Each property shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets, except for date of trash collection, at which time the trash container shall be immediately removed from the point of collection and returned to the screened areas. This paragraph shall not be construed to prohibit the builder or developer from maintaining rubbish or trash on the property due to the development of the property and construction of residences thereon without concealing same from adjacent parcels and streets.

5. All lots must have landscaping which shall be approved by the Architectural Committee hereinafter established prior to the installation thereof in accordance with the procedures set forth in Paragraph 15 herein.

6. All patio walls facing the street must be constructed of the same material as the house located upon such lot and plans for such patio wall must be approved by the Architectural Committee and Homeowners Association prior to the construction thereof in accordance with the procedures set forth in Paragraph 15 herein.

7. No fence, wall or other structure shall be constructed along lot lines in such a manner as to obstruct the natural flow of drainage across lot lines. Plans for all of the above-mentioned structures shall be submitted to the Architectural Committee prior to the commencement of construction and no construction shall commence prior to the approval of said Committee obtained pursuant to Paragraph 15 herein.

8. The native growth on the property, including but not limited to, cacti and palo verde trees, shall not be destroyed or removed from any of the lots in said subdivision by any of the lot owners, except such native growth as may be necessary for construction and maintenance of roads, driveways, residences, garages and other out buildings and/or walled in service yards and patios, and unless written permission be first had and obtained from the above mentioned owner or the Homeowners Association referred to hereafter and the Architectural Committee named hereafter.

9. No hospital, sanitarium, hotel, duplex or apartment house of any kind or nature shall be constructed, permitted or maintained on any of the property, nor shall any building on any of the property be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease.

10. All common areas and recreational facilities described above as indicated by the recorded plan referred to above and all common areas, common natural areas and recreational areas previously recorded and to be recorded shall be conveyed by the undersigned to Sabino Vista Hills Neighborhood Association, which said Association is a non-profit corporation formed pursuant to the laws of the State of Arizona, on March 21, 1978.

If the event landscape median dividers are installed in the subdivision covered by these restrictions, same shall be installed and maintained in a manner compatible with proper traffic safety.

11. Sabino Vista Hills Neighborhood Association, hereinafter referred to as the "Association" shall accept ownership of and provide such necessary and appropriate action for the proper maintenance and upkeep of all recreational areas and any other common areas referred to herein or as subsequently conveyed to the Association pursuant to the terms hereof. It shall provide also for the payment of taxes and maintenance of common areas, common recreation facilities and collection and payment of all other items specified herein. Membership in said Association shall be as provided for in the Articles of Incorporation and By-Laws adopted by the Association. All the provisions of said Articles of Incorporation and By-Laws of said Association which has been formed pursuant to the laws of the State of Arizona on March 21, 1978, are specifically incorporated herein by reference as though fully set forth herein. The Association shall be authorized to cooperate with the owners of other lots in the immediate areas which may be developed by the undersigned and to provide for the maintenance of the common areas deeded to the Association.

12. The Association shall do all things necessary for the general benefit and welfare of the property owners of land described herein and shall manage and be responsible for the following matters:

- A. Management of the common areas and of the land described herein.
- B. Collection of all charges against lots described herein,

in SABINO VISTA HILLS as provided for or permitted hereunder.

- C. Enforcement of the rights and powers granted to it hereunder.
- D. Installation, replacement, repair and maintenance of all common area landscaping, lighting, recreational facilities (including swimming pool service) equipment and furniture and other improvements in the portions of the lands described herein, all of which shall be maintained according to the character and the standards initially established by the developer.
- E. Payment of taxes on property acquired by the Association.
- F. Utilities and insurance premiums in connection with common and recreational areas and facilities.
- G. Repair, replacement and maintenance of any landscaping on the lands described herein which are not maintained by property owner in accordance herewith.
- H. To be responsible for the construction, control, maintenance, safety and liability of all common areas within the property described above.
- I. All other things set forth in its Articles of Incorporation which are not inconsistent herewith.
- J. In all applicable instances, items A through I, inclusive, shall include that certain bridge located on Larrea Lane and attachments thereto, maintained pursuant to that certain

license agreement between Pima County and the Association.

13. The record owner of each dwelling constructed upon the property described herein shall pay to the Association within thirty (30) days of receipt of notice and invoice, a sum equal to the total of the following which shall be determined by the Board of Directors of said Association:

- A. The pro-rata share of the actual cost to said Association in performing the functions enumerated in the previous paragraph.
- B. The pro-rata share of the expenses of operating said Association.
- C. The pro-rata share of an adequate reserve (to be determined by the Board of Directors of said Association) for future repair, replacement, maintenance, improvement, insurance, fire protection, security and taxes.

In the event of a failure or refusal of a property owner to pay the amount provided in this Paragraph 13, an affidavit filed in the office of the County Recorder of Pima County, Arizona that said amounts remain unpaid beyond the period provided in this Paragraph shall be sufficient to constitute a valid lien against the property in default. The amount in default shall bear interest at the highest legal rate until paid. Such lien, however, shall be secondary and inferior to a lien of mortgage or deed of trust at the time the lien is created or thereafter.

14. Every residence constructed on any lot shall have a fully enclosed floor area devoted to living purposes (exclusive of porches, terraces, garages and other outbuildings) of not less than 1600 square feet. This provision may be waived by a specific written approval of the undersigned,

their successors or assigns which such approval must be obtained prior to the commencement of construction of any residence upon such lot.

15. All building plans for any building, wall, fence, coping or other structure whatsoever to be erected on or moved upon or to any part of said property and the proposed location thereof on any lot and the exterior color scheme thereof and any changes after approval thereof and remodeling, alteration or addition to any building or other structure on any lot in said subdivision shall be subject to approval in writing of the above mentioned owner or their successors and assigns, their agent or architect who may be authorized for such purposes. Effective as of the date of recording of these covenants, conditions and restrictions, Melvin Zuckerman and John Campisano are constituted as the Architectural Committee authorized to grant the approvals or revisions of same as provided herein. They shall remain as such Architectural Committee until such time as ninety (90%) percent of the lots covered by this Declaration of Covenants, Conditions and Restrictions shall have been sold by the owners named above, at which time the Homeowners Association referred to in Paragraph 11 above, shall have the authority to name their own Architectural Committee who shall thereafter serve at the will of the Association. Notwithstanding anything herein contained to the contrary, the Architectural Committee and each member thereof, shall be held harmless by the Association from any and all liability it or they may incur as a result of having served on said Architectural Committee and rendering decisions which said Architectural Committee is authorized or empowered by this Declaration to render. In the event of the death or resignation of a member of the Committee, the

remaining member or members shall have full authority to act as the Committee, or to designate a representative with like authority.

Before the owner of any lot shall commence the construction or alteration of any building, wall, fence, coping or other structure whatsoever on any lot such owner shall submit to the Architectural Committee as above mentioned, two (2) sets of plans and specifications for such structure and no structure of any kind shall be erected, altered, placed or maintained upon any lot in said subdivision unless and until the plans, elevations and specifications therefor, have received the written approval of such Committee, agent or architect. Such plans shall include a plot plan showing the location on the property in question of the building, wall, fence, coping or other structure proposed to be constructed or altered, together with the proposed color scheme thereof.

16. Any building or structure constructed upon any of the lots subject to these restrictions shall conform in all respects to applicable Pima County Zoning Ordinances.

17. No bermuda grass or other lawn, or mulberry trees, the pollen of which is considered to be an allergy stimulant, shall be grown on any lot in the above mentioned subdivision.

18. No radio or television antenna or aerial shall be constructed or installed which shall extend beyond five (5) feet in height when same has been installed over the highest point of the roof upon which same is installed.

19. No heating or cooling equipment may be stored or placed upon the roof of any dwelling constructed in the above described subdivision unless

properly screened from view of adjoining owners and from the streets, and in any event, the location and plans for same must first be approved by the Association named herein and the Architectural Committee named herein or their successors.

20. The aforesaid provisions, conditions, restrictions and covenants and each and all thereof shall run with the land and continue and remain in full force and effect at all times and against all persons until January 1, 1999; provided however, that ninety percent (90%) of all the record owners of the lots in said subdivision shall have the right to amend or change any one or all of these restrictions, conditions and covenants.

21. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the Association or other property owner shall have notified in writing, the owner or lessee in possession of the lot upon which such breach has been committed, to refrain from a continuance of such action or correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief; if such be granted the court may, in its discretion, award to Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees and any costs incurred by the Association to cure said breach shall be a lien against the defaulting property created in the same manner as Paragraph 13 herein.

Any violation of the foregoing provisions, conditions, restrictions

or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property; but such provisions, conditions, restrictions and covenants shall be enforceable against any portion of property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

22. No delay or omission on the part of the owner of the property mentioned above or their successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by any one whomsoever against the corporation, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

23. In the event that anyone or more of the provisions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth, shall continue unimpaired and in full force and effect.

24. The property shall be subject to any and all rights which the County of Pima and/or the City of Tucson may require through dedication, or by the filing or recording of maps or plats of said property.

25. Electric power, natural gas and water service will be made available through private utility companies or government utilities authorized by the State of Arizona. The owner of the subdivision guarantees no certain quality or quantity of water, electric power and natural gas to be furnished by said private companies or government utilities and shall in no event be liable for any shortage of water, electric power or natural gas, due to causes beyond the control of said subdivision.

26. Notwithstanding anything herein contained to the contrary, each and every owner of any lot and dwelling located in said subdivision is forbidden from enclosing any garage or carport upon such lot and all garages or carports when constructed shall remain solely for the use of parking of automobiles unless another use is specifically authorized for same by the Architectural Committee and the Association.

27. All residences having lot lines contiguous to Larrea Lane shall have overhead garage doors if the garage opening is parallel to Larrea Lane. Except for lots 197, 198 and 224, no driveway shall enter directly from or onto Larrea Lane. This Paragraph 27 applies to lots 197, 198, 199, 203, 204, 223 and 224.

28. Nothing herein contained shall be construed as preventing the owner, builder or developer from maintaining upon the property, at such locations as they deem necessary or convenient, for a reasonable period during development and construction, a sales office, construction yard

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: LMD
DEPUTY RECORDER
1963 R009



DOCKET: 11009
PAGE: 2876
NO. OF PAGES: 58
SEQUENCE: 19990550844
03/23/1999
ARSTR: 17:30
PICKUP
AMOUNT PAID \$ 62.00

REZMS
EZ-TANIS DUNCAN
PICKUP

City & County Recorder
Tucson, AZ 85705

AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SABINO VISTA HILLS

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Sabino Vista Hills was recorded in Docket 5701 at Page 742, et seq; and

WHEREAS, the Owners desire that the Declaration continue in effect and run with the land, binding all the successors in interest of any of the Owners;

NOW THEREFORE, as evidenced by the attached signatures of the Owners of Lots 1 through 65, Sabino Vista Hills, the Declaration shall be extended, shall run with the land and shall remain in full force and effect at all times and against all persons.

DATED: 3/15/99

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: [Signature]
President

Attest:

Margaret Cambridge
Secretary

[Signature]
3-16-99
OFFICIAL SEAL
VONNEE R. MORALES
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm. Expires Feb. 1, 2001

03/16/99 10:00 AM

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: LMD
DEPUTY RECORDER
1963 R009



DOCKET: 11009
PAGE: 2934
NO. OF PAGES: 37
SEQUENCE: 19990550845
03/23/1999
ARSTRT 17:30

REZMS
EZ-TANIS DUNCAN
PICKUP

PICKUP

AMOUNT PAID \$ 41.00

340 E. Speedway Blvd.
Tucson, AZ 85705

AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SABINO VISTA HILLS

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Sabino Vista Hills was recorded in Docket 5742 at Page 763, et seq; and

WHEREAS, the Owners desire that the Declaration continue in effect and run with the land, binding all the successors in interest of any of the Owners;

NOW THEREFORE, as evidenced by the attached signatures of the Owners of Lots 66 through 100, Sabino Vista Hills, the Declaration shall be extended, shall run with the land and shall remain in full force and effect at all times and against all persons.

DATED: 3/15/99

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: [Signature]
President

Attest:

[Signature]
Secretary

3-16-99
[Signature]
OFFICIAL SEAL
VONNEE R. MORALES
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm. Expires Feb. 1, 2001

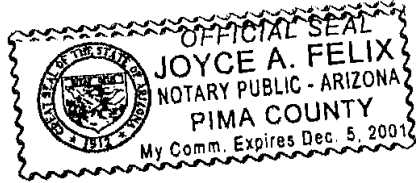
11009 2934

STATE OF ARIZONA)
) ss
County of Pima)

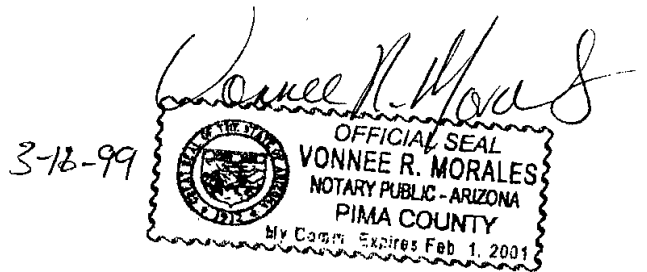
Subscribed and sworn to before me this 15th day of ^{March}~~February~~, 1999 by Robert Campbell, the President and _____, the Secretary of SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION.

Joyce A. Felix
Notary Public

My Commission Expires: 12-5-2001



Margaret Conlindtz, Sec



11390 2001

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: DJC
DEPUTY RECORDER
4444 ROOD

REZMS
EZ MESSENGER ATTORNEY SERVICE
EZ-TANIS DUNCAN



DOCKET: 11009
PAGE: 3234
NO. OF PAGES: 54
SEQUENCE: 19990550896
03/23/1999
ARSTRT 17:30
PICKUP
AMOUNT PAID \$ 58.00

540 E. Speedway Blvd.
Tucson, AZ 85705

AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SABINO VISTA HILLS

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Sabino Vista Hills was recorded in Docket 5929 at Page 734, et seq; and

WHEREAS, the Owners desire that the Declaration continue in effect and run with the land, binding all the successors in interest of any of the Owners;

NOW THEREFORE, as evidenced by the attached signatures of the Owners of Lots 101 through 156, Sabino Vista Hills, the Declaration shall be extended, shall run with the land and shall remain in full force and effect at all times and against all persons.

DATED: 3/15/99

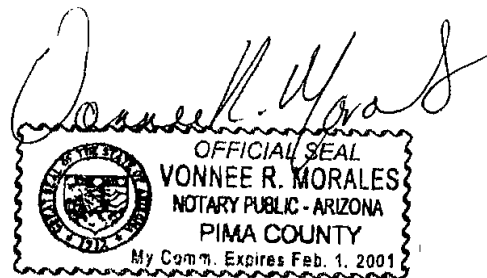
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: [Signature]
President

Attest:

Margaret Cambridge
Secretary

3-16-99



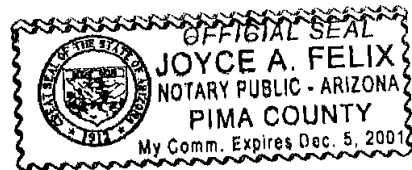
44444444

STATE OF ARIZONA)
) ss
County of Pima)

Subscribed and sworn to before me this 15th day of ^{March}~~February~~, 1999 by Robert Campbell, the President and _____, the Secretary of SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION.

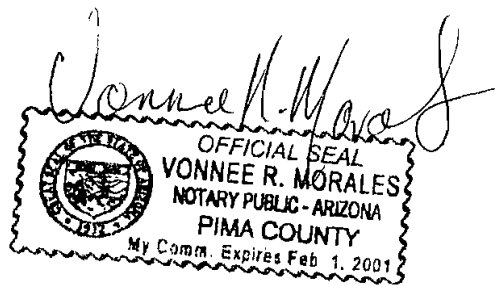
Joyce A. Felix
Notary Public

My Commission Expires: 12-5-2001



Margaret Cambridge, Sec.

3-16-99



F. ANN RODRIGUEZ, RECORDER
RECORDED BY: LMD
DEPUTY RECORDER
1963 R009



DOCKET: 11009
PAGE: 2971
NO. OF PAGES: 63
SEQUENCE: 19990550846
03/23/1999
ARSTRT 17:30
PICKUP
AMOUNT PAID \$ 67.00

REZMS
EZ-TANIS DUNCAN
PICKUP

510 E. Broadway Blvd.
Tucson, AZ 85705

AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SABINO VISTA HILLS

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Sabino Vista Hills was recorded in Docket 6066 at Page 910, et seq; and

WHEREAS, the Owners desire that the Declaration continue in effect and run with the land, binding all the successors in interest of any of the Owners;

NOW THEREFORE, as evidenced by the attached signatures of the Owners of Lots 159 through 224, Sabino Vista Hills, the Declaration shall be extended, shall run with the land and shall remain in full force and effect at all times and against all persons.

DATED: 3/15/99

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: [Signature]
President

Attest:

[Signature]
Secretary

3-16-99
[Signature]
OFFICIAL SEAL
VONNEE R. MORALES
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm Expires Feb 1, 2001

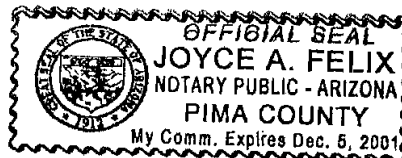
11009 2971 63

STATE OF ARIZONA)
) ss
County of Pima)

Subscribed and sworn to before me this 15 day of ^{March}~~February~~, 1999 by Robert Campbell, the President and _____, the Secretary of SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION.

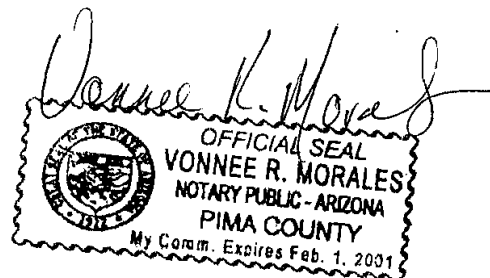
Joyce A. Felix
Notary Public

My Commission Expires: 12-5-2001



Margaret Cambridge, Sec.

3-16-99



F. ANN RODRIGUEZ, RECORDER
Recorded By: KES
DEPUTY RECORDER
4901



SEQUENCE: 20202340582
NO. PAGES: 65
08/21/2020
15:41:26

W
FIRST CLASS-CARPENTER
PICKUP

CARPENTER, HAZLEWOOD, DELGADO & BOLEN, LLP
333 North Wilmot Road, Suite 237
Tucson, Arizona 85711

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CANYON RANCH HILLS ESTATES**

This Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment") is made as of the date of set forth below by the unanimous approval of the owners of lots within the subdivision known as Canyon Ranch Hills Estates.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Declaration") was recorded on December 12, 1984 in Docket 7428, page 1021 of the official records of Pima County.

B. The Declaration, at Article VII, Section 7.02, provides that the Declaration may be amended by eighty-five percent (85%) of the votes in Canyon Ranch Hills Estates.

C. The owners of lots in Canyon Ranch Hills Estates now desire to amend the Declaration to annex certain real property into Canyon Ranch Hills Estates subject to the Declaration. The real property is depicted and described in Exhibits "A" through "B" attached hereto.

D. Access to the annexed parcel will be provided by the Access Easement on Canyon Ranch Hills Estates Common Area "A" as described in Exhibit "C" attached hereto.

E. The owners of lots in Canyon Ranch Hills Estates further desire to amend the Declaration to formally reflect that they are members of the Sabino Vista Hills Neighborhood Association ("Association"). A copy of the Articles of Amendment to the Association's Articles of Incorporation reflecting these owners' membership in the Association is attached hereto as Exhibit "D".

F. This amendment was adopted and approved by the unanimous written approval of the owners in Canyon Ranch Hills Estates, as depicted in Exhibit "E" attached hereto.

AMENDMENT

NOW, THEREFORE, Page 1, Paragraph 2 of the Declaration is hereby amended and restated as follows:

KNOW ALL MEN BY THESE PRESENTS:

That Declarant is the owner of the following described real property:

CANYON RANCH HILLS ESTATES, Lots 1 through 19, inclusive, Common Areas A and B, according to the office map or plat thereof of record in the office of Pima County Recorder in Book 38 of Maps and Plats at Page 27, as amended.

Declarant desiring to establish the nature of the use and enjoyment of the Property, as provided in this Declaration, and every portion thereof and shall constitute covenants running with the land for the benefit of all the Property described herein.

NOW, THEREFORE, Article I, Section 1.15 of the Declaration is hereby amended and restated as follows:

1.15 “Property” or “Subdivision” shall mean all that real property identified in the Plat, and as shall be amended as shown on **Exhibit A**, and also the real property that is legally described and depicted at **Exhibit B** (the “Annexed Parcel”), which shall be annexed as of the recording date of this amendment, provided that the Annexed Parcel’s annexation and the Property shall be subject to that certain access easement that is legally described and depicted at **Exhibit C**.

NOW, THEREFORE, Article IV, Section 4.01(A) of the Declaration is hereby amended and restated as follows:

A. Association. The Association shall be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Restated and Amended Articles of Incorporation of Sabino Vista Hills Neighborhood Association, dated February 25, 1997, as amended, the Restated By-Laws of Sabino Vista Hills Neighborhood Association, dated March 28, 1997, as amended, and this Declaration, as amended. The Articles and By-laws of said Association are attached at **Exhibit D**, and all of the provisions of said Articles and By-laws of said Association are specifically incorporated herein by reference as though fully set forth herein.

Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the

Declaration, this Amendment prevails. Unless otherwise defined herein, each capitalized term used in this Amendment has the meaning given to such term in the Declaration.

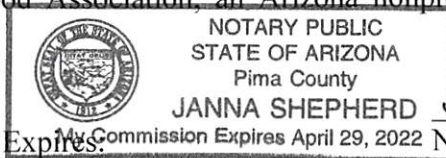
IN WITNESS WHEREOF, the Association has executed this Amendment as of the date set forth the below.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION,
an Arizona nonprofit corporation

By: JEFF T. WITTHOLT DATE: 8-18-2020
Its: President

State of Arizona)
) ss.
County of Pima)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 18
day of AUGUST, 2020, by JEFF T. WITTHOLT, the President of Sabino Vista
Hills Neighborhood Association, an Arizona nonprofit corporation, for and on behalf of the
corporation.



Janna Shepherd
Notary Public

My Commission Expires: 4/29/22 My Commission Expires April 29, 2022

SECRETARY'S ATTESTATION

I, _____, being the duly elected Secretary of Sabino
Vista Hills Neighborhood Association, hereby attest that the foregoing Amendment was
approved by the unanimous written approval of all the owners of lots in Canyon Ranch Hills
Estates.

By: _____
Secretary, Sabino Vista Hills Neighborhood Association

State of Arizona)
) ss.
County of Pima)

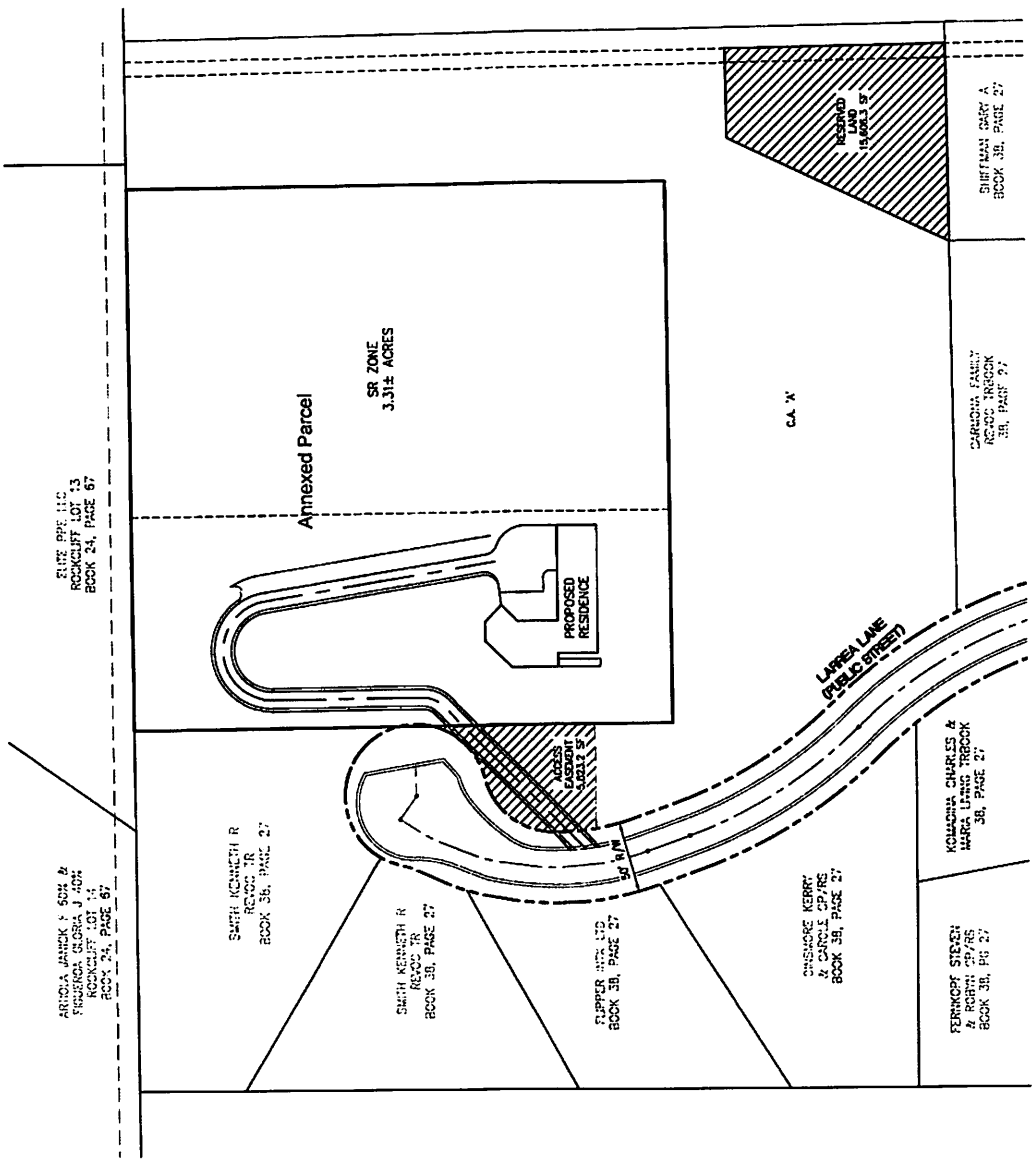
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this _____ day
of _____, 20__, by _____, the Secretary of Sabino Vista Hills
Neighborhood Association, an Arizona nonprofit corporation, for and on behalf of the
corporation.

Notary Public

My Commission Expires:

EXHIBIT A

ANNEXED PARCEL MAP



CANNON RANCH ESTATES
CUSTOM ACRES A

EXHIBIT A

PSOMAS

333 E. Williams Road, Suite 400
Tucson, AZ 85710
Tel: (520) 298-1200
www.psomas.com

PSOMAS PROJECT NO. 2003
DATE: MARCH 2003
SCALE: HORIZ. 1" = 40'
VERT. 1" = 40'
1 OF 1

EXHIBIT B

ANNEXED PARCEL LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION
ANNEXED PARCEL

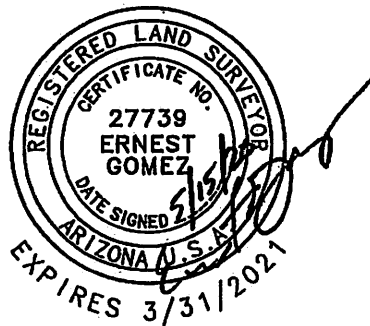
The east 380 feet of the west 450 feet of the north 380 feet of the southeast one-quarter of Section 21, Township 13 South, Range 15 east of the Gila and Salt River Meridian, Pima County, Arizona, as recorded in Canyon Ranch Hills Estates, Book 38 of Maps & Plats at Page 27, records of the Pima County Recorder.

Containing an area of 3.31 Acres, more or less.

See Exhibit B attached hereto and made a part hereof.

Prepared By:
Psomas

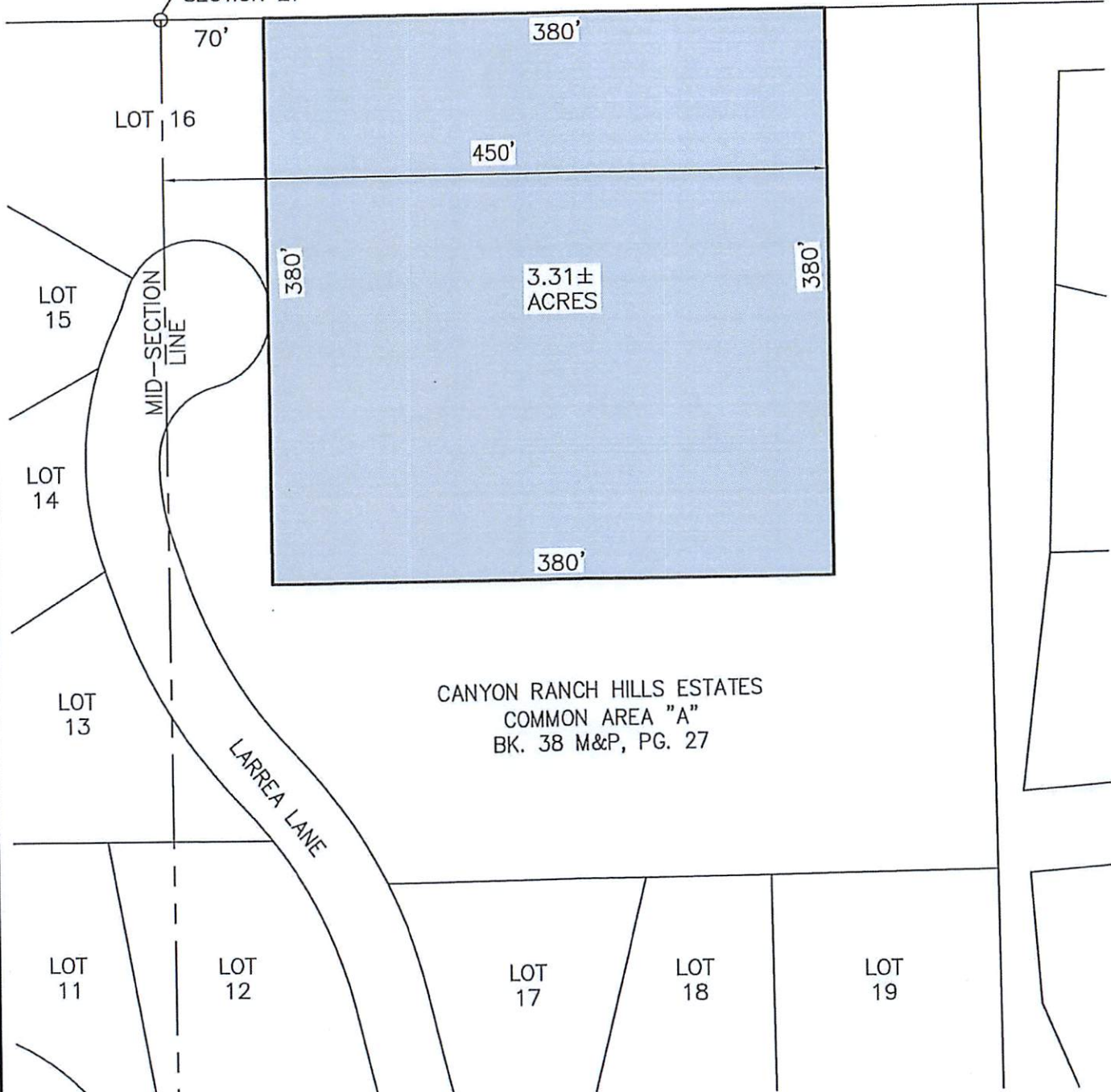
May 15, 2020
Project #7CAM130101



Ernest Gomez, AZ. R.L.S. 27739

T:\7CAM130101\SURVEY\LEGALS\3.3 AC PARCEL LEGAL DESCRIPTION.dwg 8.5x11 Portrait Last Saved: 5/15/2020 By: Egozmez Plotted: 5/15/2020 1:52:10 PM

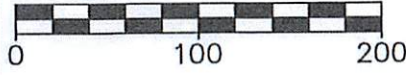
CENTER 1/4 CORNER SECTION 21



CANYON RANCH HILLS ESTATES
COMMON AREA "A"
BK. 38 M&P, PG. 27



SCALE: 1" = 100'



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

7CAM130101

**EXHIBIT B
ANNEXED PARCEL**

THE EAST 380 FEET OF THE WEST 450 FEET OF THE NORTH 380 FEET OF THE SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AS RECORDED IN CANYON RANCH HILLS ESTATES, BOOK 38 OF MAPS & PLATS AT PAGE 27, RECORDS OF THE PIMA COUNTY RECORDER

MAY, 2020 • DRAWN BY: EG

EXHIBIT C

ACCESS EASEMENT

EXHIBIT A
LEGAL DESCRIPTION
ACCESS EASEMENT

A portion of Common Area "A" of Canyon Ranch Hills Estates as recorded in Book 38 of Maps & Plats at Page 27, records of the Pima County Recorder and situated within the south one-half of Section 21, Township 13 South, Range 15 east of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the easterly right-of-way of the north cul-de-sac of Larrea Lane as shown in said plat of Canyon Ranch Hills Estates, monumented by a 5/8 inch rebar tagged "RLS 19833" from which the southeast corner of Lot 16 of said Canyon Ranch Hills Estates, bears N 00°26'04" W a distance of 24.00 feet (basis of bearing) and monumented by a 1/2 inch rebar tagged "LS 10046":

THENCE S 00°26'04" E a distance of 114.87 feet;

THENCE S 89°33'56" W a distance of 73.22 feet to the easterly right-of-way of said Larrea Lane, lying on the arc of a non-tangent curve, concave easterly, a radial line of said curve through said point having a bearing of S 80°05'01"W;

THENCE upon said easterly right-of-way, northerly upon the arc of said curve, to the right, having a radius of 166.00 feet and a central angle of 10°34'45" for an arc length of 30.65 feet to a point of compound curvature, concave southeasterly;

THENCE continuing upon said right-of-way, northeasterly upon the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 75°33'39" for an arc length of 65.94 feet to a point of reverse curvature, concave northwesterly;

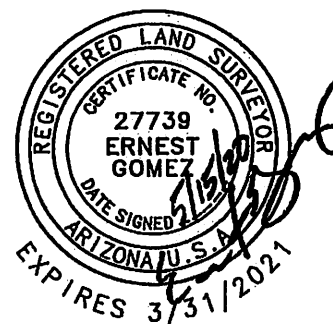
THENCE continuing upon said right-of-way, northeasterly upon the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of 62°46'17" for an arc length of 54.78 feet to the **POINT OF BEGINNING**.

Containing an area of 5,823.2 Square Feet, more or less.

See Exhibit B attached hereto and made a part hereof.

Prepared By:
Psomas

May 15, 2020
Project #7CAM130101



Ernest Gomez, AZ. R.L.S. 27739

7CAM130101
 www.psommas.com
 Tucson, AZ 85705
 333 E. Wetmore Road, Suite 450
 (520) 282-2300
 (520) 282-1280 fax

PSOMAS

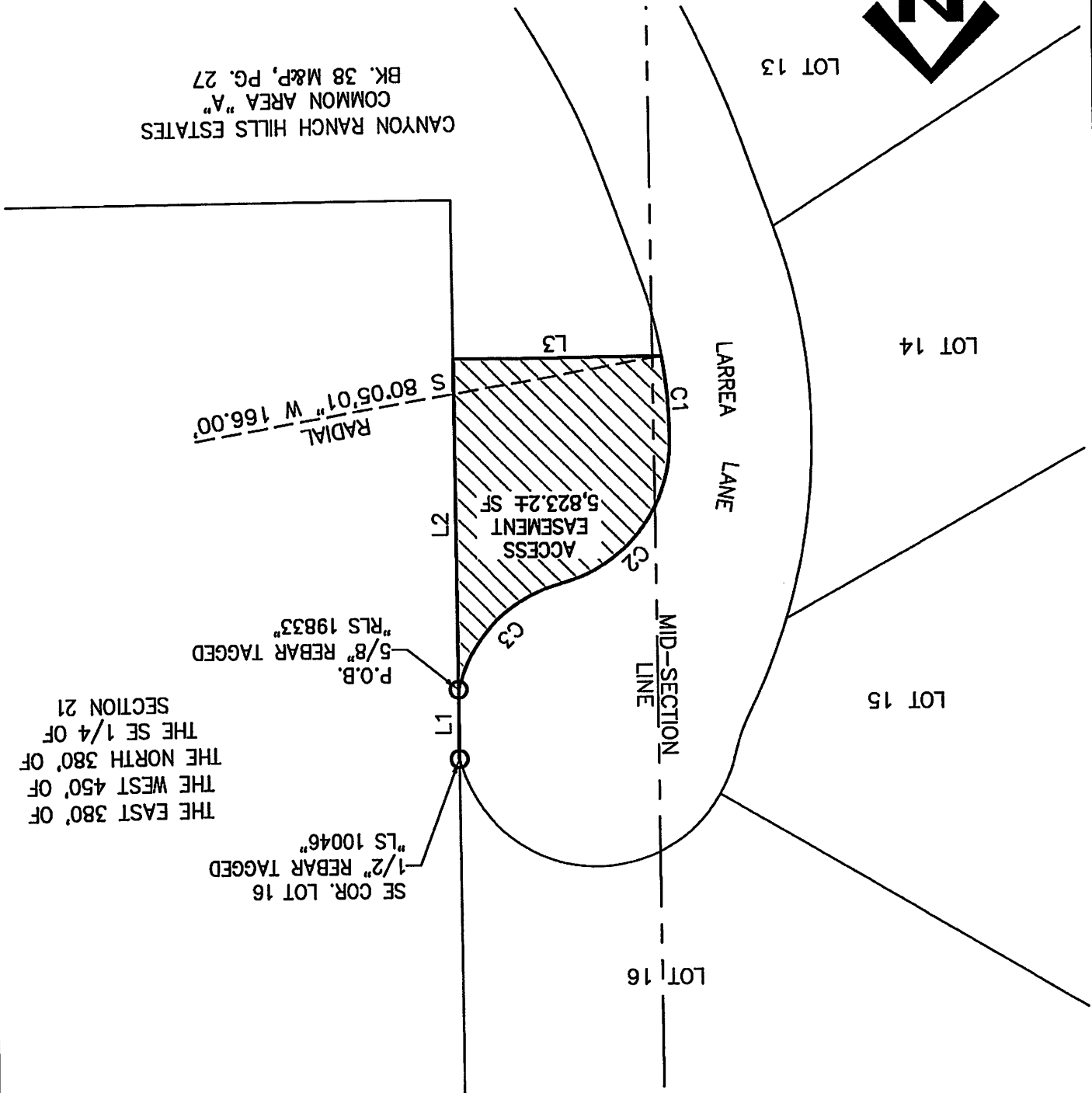
SCALE: 1" = 50'



A PORTION OF COMMON AREA "A" OF CANYON RANCH HILLS ESTATES AS RECORDED IN BOOK 38 OF MAPS & PLATS AT PAGE 27, RECORDS OF THE PIMA COUNTY RECORDER, LOCATED WITHIN THE SOUTH 1/2 OF SECTION 21, T-13-S, R-15-E OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MAY, 2020 • DRAWN BY: EG

EXHIBIT B
ACCESS EASEMENT

CANYON RANCH HILLS ESTATES
 COMMON AREA "A"
 BK. 38 M&P, PG. 27



| LINE BEARING | DISTANCE | CURVE ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|--------------|-----------------------|------------------|---------|-------------|----------------------|--------------|
| L1 | N 00°26'04" W 24.00' | 30.65' | 166.00' | 10°34'45" | N 04°37'36" W 30.61' | |
| L2 | S 00°26'04" E 114.87' | 65.94' | 50.00' | 75°33'39" | N 38°26'36" E 61.26' | |
| L3 | S 89°33'56" W 73.22' | 54.78' | 50.00' | 62°46'17" | N 44°50'17" E 52.08' | |

THE EAST 380' OF
 THE WEST 450' OF
 THE SE 1/4 OF
 SECTION 21

P.O.B.
 5/8" REBAR TAGGED
 "RLS 19833"

SE COR. LOT 16
 1/2" REBAR TAGGED
 "LS 10046"

ACCESS EASEMENT
 5,823.24 SF

RADIAL
 S 80°05'01" W 166.00'

MID-SECTION LINE

LARREA LANE

LOT 13

LOT 14

LOT 15

LOT 16

EXHIBIT D

ARTICLES OF AMENDMENT

RENZ D. JENNINGS
CHAIRMAN

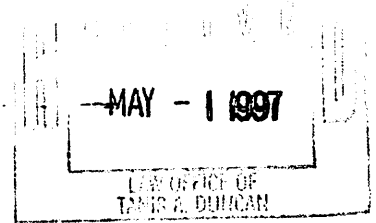
MARCIA WEEKS
COMMISSIONER

CARL J. KUNASEK
COMMISSIONER



JAMES MATTHEWS
EXECUTIVE SECRETARY

ARIZONA CORPORATION COMMISSION



Re: **AMENDMENT TO ARTICLES OF INCORPORATION NON-PROFIT**

Name:

Solano Vista Hills Neighborhood Association

Dear Sir or Madam:

Enclosed please find your processed copy of amendment to the articles of incorporation for the above listed corporation.

It is our pleasure to have processed these documents in the Tucson Office and return them to you without delay.

Your attention is directed to 10-2364 which requires that publication must be made within (60) days and the affidavit of publication be returned to the office of the Arizona Corporation Commission within ninety (90) days. Such publication must be in a newspaper of general circulation in the county of the known place of business of the corporation for three consecutive publications.

Pima

COUNTY

It is our pleasure to have been able to serve you. Thank you for your cooperation.

Sincerely,

Barbara Mallory
Barbara Mallory
Examiner Technician

0501310-1

AZ. CORP. COMMISSION
FOR THE STATE OF AZ.
FILED

ARTICLES OF AMENDMENT *Restatement*
TO THE
ARTICLES OF INCORPORATION
OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

APR 8 4 34 PM '97
B. Malouf
43097
DATE
TIME

Pursuant to A.R.S. §10-2362, the undersigned Arizona non-profit corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION.

SECOND: The document attached as Exhibit "A" sets forth the amendment to the Articles of Incorporation which were filed in the Office of the Arizona Corporation Commission on March 21, 1978.

THIRD: Pursuant to the provisions of Article 11.0, these amendments were approved by a vote of two-thirds of the entire Board of Directors of the Association voting at the meeting held on the 25th day of February, 1997, at 2026 E. Prince Road, Tucson, AZ 85719.

DATED this 28th day of March, 1997.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By [Signature]
President

ATTEST:

Margaret (Reggy) Cambridge
Secretary

STATE OF ARIZONA)
) ss:
County of Pima)

The foregoing instrument was acknowledged before me this 28 day of March, 1997, by Roger J. Margolis, President, and Margaret (Peggy) Cambridge, Secretary, of SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Linda Pinter
Notary Public

My Commission Expires:

4-17-99

EXHIBIT "A"

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

Upon the approval of at least two-thirds of the entire Board of Directors of the Association voting at the meeting held on February 25, 1997, the following shall constitute the Restated and Amended Articles of Incorporation, superseding those Articles of Incorporation filed with the Arizona Corporation Commission on March 21, 1978.

ARTICLE I
NAME AND PERPETUAL DURATION

The name of the corporation is SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION, INC., hereafter called the "Association". The duration of the Association is perpetual.

ARTICLE II
OFFICE

The principal office of the Association is located at 2026 E. Prince Road, Tucson, Arizona, 85719.

ARTICLE III
STATUTORY AGENT

Paul Ash, whose address is 2026 E. Prince Road, Tucson, Arizona, 85719, is the statutory agent of this Association. The corporation may change the statutory agent in accordance with A.R.S. §10-2308.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain for profit to the members thereof, and the specific purposes for which it is formed are to promote the health, safety and welfare of its members and to provide for architectural control, maintenance, and preservation of certain common areas within the subdivisions in Pima County, Arizona, known as Sabino Vista Hills and Canyon Ranch Estates.

The Association shall perform all of its duties and obligations as set forth in the Bylaws as amended from time to time, for the mutual benefit of the residents and the preservation of their respective properties' value and beauty.

The Association has the power to participate in mergers and consolidations with other corporations organized for the same purposes or annex additional residential property, streets, roadways or alleys. Any consolidation or annexation must be approved by a the vote of two-thirds of the membership.

The Association has the power to borrow money; and with the consent of at least two-thirds of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

The Association shall not carry on activities not permitted to be carried on by a homeowner's association under the Internal Revenue Code of 1954 or any corresponding provisions of any future United States Revenue Law.

ARTICLE V **MEMBERSHIP**

Each owner of a lot in the following subdivisions shall be a member of the Association and membership shall be appurtenant to ownership of the Lot. The subdivisions are shown in the following plats of record in the Office of the Pima County Recorder:

- a. Lots 1 through 65 of Sabino Vista Hills as shown in Book 29 at Page 20 of Maps and Plats.
- b. Lots 66 through 100 of Sabino Vista Hills as shown in Book 29 at Page 40 of Maps and Plats.
- c. Lots 101 through 158 of Sabino Vista Hills as shown in Book 30 of Maps and Plats at Page 41.
- d. Lots 159 through 224 of Sabino Vista Hills as shown in Book 31 of Maps and Plats at Page 15
- e. Lots 1 through 19 of Canyon Ranch Estates as shown in Book 38 at Page 27 of Maps and Plats.

ARTICLE VI
VOTING RIGHTS

The members' voting rights shall be determined as provided in the Bylaws for the Association. Members shall be lot owners. There shall be one vote for each lot owned on which assessments are paid.

ARTICLE VII
CHARACTER OF BUSINESS

The business which the Association intends to conduct in this state is the operation of a homeowners association.

ARTICLE VIII
ASSESSMENTS

Each Member shall pay assessments to the Association as more fully set forth in the Bylaws. Assessments shall be used to fulfill the purposes and obligations of the Association and to pay all expenses incurred in the operation of the Association.

ARTICLE IX
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of not less than seven (7) persons nor more than fifteen (15) persons. The number and term of Board members shall be set forth in the Bylaws of the Association.

ARTICLE X
DISSOLUTION

The Association may be dissolved only in accordance with the provisions of the Declaration and in accordance with Arizona law. Any dissolution shall be approved in writing by not less than two-thirds of the Members entitled to vote and, upon dissolution, other than incident to a merger or consolidation, the assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XII
LIMITATION OF DIRECTORS' LIABILITY

The personal liability of the directors to the Association or its members for monetary damage for breach of fiduciary duty is eliminated to the fullest extent permitted by applicable law. Neither this provision nor any other provisions in these Articles shall eliminate or limit the liability of a director for any of the following:

(a) Any breach of any such person's duty of loyalty to the corporation or its members.

(b) Acts or omissions which are not in good faith (or which involve intentional misconduct or a knowing violation of law).

(d) Any transaction from which the director derived an improper personal benefit.

(e) A violation of a director's duty to avoid conflicts of interest.

ARTICLE XIII INDEMNIFICATION

Pursuant to A.R.S. § 10-2305(C), any person who serves as a director or who serves on a board or council in an advisory capacity to the nonprofit corporation or board of directors of a nonprofit corporation shall be immune from civil liability and shall not be subject to suit directly or by way of contribution for any acting in good faith and within the scope of his official capacity, unless such damage or injury was caused by willful and wanton or grossly negligent conduct of such person, providing that such limitation of liability does not modify the duties or liabilities of a director or person serving in an advisory capacity to the corporation or the corporation's members.

ARTICLE XIV AMENDMENT

These Articles of Incorporation may be amended, altered or repealed by the affirmative vote in writing of two-thirds (2/3) of the quorum of Directors.

ARTICLE XV CONFLICTS

In the case of any conflict between these Articles and the Bylaws, these Article of Incorporation shall control.

DATED: February 25, 1997

RESTATED BY-LAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

FILE

WHEREAS, Section 16.0 of the Bylaws of Sabino Vista Hills Neighborhood Association, dated February 17, 1992, states:

"These By-Laws shall be adopted by the Directors and are subject to amendment by a majority of a quorum of Directors present and voting at any Board meeting or the majority of a quorum of Members present at a general or special meeting of the corporation, provided that notice of such amendment or amendments shall have been given to the Members of the corporation at least one month prior to the meeting.

WHEREAS, the undersigned constitute at least a majority of a quorum of the Directors voting at the Board meeting held on February 25, 1997, and by their signatures indicate that they have approved and adopted the following Restated By-Laws.

NOW THEREFORE, these Restated By-laws shall supersede the By-laws dated February 17, 1992 and recorded on February 28, 1992 at Docket 9236 at Page 689.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Sabino Vista Hills Neighborhood Association, referred to as the "Association". The principal office of the Association is located in care of Paul Ash Investments, 2026 E. Prince Road, Tucson, Arizona 85719, but meetings of Members and Directors may be held at such places within the State of Arizona, County of Pima, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 2.1. "Annual Assessments" refer to those assessments levied by the Association and used to promote the recreation, health, safety and welfare of the Members and their guests and family, for the improvement of the Common Areas and for all other purposes set forth in the Articles, Bylaws and Declarations for Sabino Vista Hills, Lots 1 through 224 and for Canyon Ranch Estates, Lots 1 through 19.

Section 2.2. "Architectural Committee" refers to the Committee established by the Board of Directors under Section 9.3 of these Bylaws.

Section 2.3. "Articles" refer to the Articles of Incorporation of the Association

Section 2.15. "Plats" and "Properties" refer to the following maps of record

Section 2.14. "Person" includes a corporation, company, partnership, trust, firm, association or society, as well as a natural person.

Section 2.13. "Owner" refers to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Properties, including a buyer under a contract for the sale of real estate, but excluding persons holding an interest merely as security for the performance of an obligation.

Section 2.12. "Mortgage" means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 2.11. "Member" means the owner of a Lot whose Membership in the Association is apurtenant to his/her ownership of the Lot; who is entitled to use and enjoy the Common Areas; and who is obligated to pay assessments to the Association.

Section 2.10. "Lot" refers to any numbered plot of land shown on the recorded subdivision Plats, as amended from time to time, with the exception of the Common Areas.

Section 2.9. "Dwelling Unit" means the real property and improvements placed within the boundaries of any Lot.

Section 2.8. "Common Areas" means all of the real property, whether improved or unimproved, which is designated as Common Area on the Plats and which is owned by the Association for the common use and enjoyment of the owners.

Section 2.7. "Bylaws" refer to the Bylaws of the Association, as may be amended from time to time.

Section 2.6. "Board" refers to the Board of Directors of the Association.

Section 2.5. "Association's Governing Documents" refers to any recorded Declaration of Covenants, Conditions and Restrictions which governs the properties in which the Members of the Association reside, the Articles of Incorporation of the Association, the By-laws and any Rules and Regulations adopted by the Association.

Section 2.4. "Association" refers to Sabino Vista Hills Neighborhood Association, its successors and assigns.

and any amendments which have been filed in the Office of the Arizona Corporation Commission.

recorded in the Office of the Pima County Recorder:

- a. Lots 1 through 65 and Common Natural area "A" and recreational area (Common Area "C") in Book 29 at Page 20 of Maps and Plats.
- b. Lots 66 through 100 and Common Natural area "D" and private streets, Common area "E" in Book 29 at Page 40 of Maps and Plats.
- c. Lots 101 through 158, Common Natural area "F" in Book 30 of Maps and Plats at Page 41 and previously recorded Common Natural area "A" and recreational area (Common Area "C") as recorded in Book 29 at Page 20 of maps and plats and Common Natural area "D" as recorded in Book 29 at Page 40 of Maps and plats and all common areas, common natural areas and recreational areas.
- d. Lots 159 through 224 and Common Area "C": Book 31 of Maps and Plats at Page 15 and as previously recorded Common Natural Area "A" and recreation area (Common Area "C") as recorded in Book 29, Page 20 of Maps and Plats; and Common Natural Area "D" as recorded in Book 19 at Page 40 of Maps and Plats and previously recorded Common natural Area "F", as recorded in Book 30 at Page 41 of Maps and Plats and all common areas, common natural areas and recreational areas.
- e. Canyon Ranch Estates, Lots 1 through 19 in Book 38 at Page 27 of Maps and Plats.

Section 2.16. "Rules and Regulations" means those policies and procedures adopted by the Board of Directors to govern the conduct and actions of owners, tenants, visitors, contractors, and guests on Lots and Common Areas not otherwise covered in this Declaration.

Section 2.17. "Special Assessment" refers to those assessments which the Association may levy under the provisions of these Bylaws.

ARTICLE III MEMBERSHIP IN THE ASSOCIATION AND VOTING

Section 3.1. Membership.

3.1.1. Qualification. Each Owner of a Lot, upon recordation of a deed to that Lot, is automatically a Member of the Association. No Owner shall have more than

one Membership for each Lot owned.

3.1.2. Transfer of Membership. Membership of each Owner in the Association is appurtenant to ownership of the Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of ownership to the Lot, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall automatically transfer said Membership to the new Owner thereof.

Section 3.2. Voting Rights. Each Member is entitled to one vote for each Lot owned for which assessments are paid. When more than one person holds an interest in the Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners thereof determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 3.3. Suspension of Voting and other Rights.

3.3.1. The Association can suspend the right of an Owner, his/her family, or his/her lessees or tenants, to use the recreational facilities for any period during which any assessment against a Lot remains unpaid or for any violation of the By-laws or the Rules and Regulations of the Association.

3.3.2. The Association may also suspend the voting rights of any Owner for any period in which the assessment against the Lot remains unpaid or for any violation of the provisions of these Bylaws or the Rules and Regulations of the Association.

IV
MEETINGS OF MEMBERS

Section 4.1. Annual Meetings. The annual meeting of the Members shall be held in the first quarter of the fiscal year.

Section 4.2. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least ten (10) days before the meeting to each Member entitled to vote, addressed to the Member's address which appears on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4.3. Agenda. The agenda for the annual meeting shall include the election of Board Members to fill the expired terms of the previous years' Directors; the presentation of the next fiscal year's operating budget and the previous fiscal year's financial report.

Section 4.4. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of twenty-five (25%) of the Members who are entitled to vote.

Section 4.5. Quorum. For a quorum to be present at any meeting, twenty-five percent (25%) of the Members entitled to vote, in person or by proxy, must be present. If a quorum is not present, in person or by proxy, the Members entitled to vote shall adjourn the meeting to another date and time, without providing any other notice to the Members other than making an announcement at the meeting of the new date and time. The Members may continue to adjourn the meeting and reset it to another date and time until a quorum is present.

Section 4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least three business days prior to the time set for the meeting. Proxies shall expire when the meeting is adjourned.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.1. Number. The affairs of this Association shall be managed by a Board of not less than seven (7) nor more than fifteen (15) Directors, who must be Members of the Association. In the event that the number of Directors to be elected is changed, there shall always be an odd number of Directors. Each year at least sixty days prior to the date of the annual meeting, the Board of Directors shall vote to increase or decrease the number of Directorships.

Section 5.2. Qualifications of Directors. Only those Members who are in good standing which includes being current in the payment of any sums to the Association, are qualified to serve as Directors. Only one Member from each Lot may serve as a Director.

Section 5.3. Term of Office. The Directors shall be elected at the annual meeting of the Members for a term of office of two (2) years. The terms shall be staggered.

Section 5.4. Removal. Any Director may be removed from the Board by a majority vote of the Members of the Association, voting in person or by proxy at any special meeting of the Association held for that purpose. If the Members desire to remove a Director, they must submit a petition signed by the Owners of at least 25% of the Lots. The petition must be submitted to the Secretary, who shall be responsible for determining the date and time of the special meeting and sending notices of the meeting to the Members. Any Director whose removal has been proposed shall be entitled to address the Members prior to the vote on the removal. In the event of the removal of a Director, his/her

successor shall be selected by the vote of the Members at the meeting and such successor shall be elected to fill the unexpired term of the Director who was removed.

Section 5.5. Replacement of Directors. In the event of the death or resignation of a Director, his/her successor shall be appointed by the remaining Directors to serve for the unexpired term. In the event that any Director is absent from three (3) consecutive Board meetings, without being excused by the President, for good cause, shall be deemed to have resigned from office and his/her successor shall be appointed to fill the unexpired term.

Section 5.6. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expense incurred in the performance of his/her duties. Directors will be reimbursed for any out-of-pocket funds used to pay for previously approved services or materials needed in conducting association business.

Section 5.7. Action Without a Meeting. The Directors may take any action in the absence of a meeting which could have been taken at a meeting by obtaining the written approval of all the Directors. Such action has the same effect as though taken at a meeting of the Directors.

Section 5.8. Successive Terms. No Member may serve more than two consecutive two-year terms.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 6.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chair, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall accept or reject nominations for election to the Board of Directors. Nominations must be made from among Members.

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot. All ballots will be tabulated at the meeting by tellers appointed from among the Members. At the election, Members or their proxies may cast, one vote for each vacant position. Members receiving the most votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETINGS OF DIRECTORS

Section 7.1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least six (6) times per year, at such date, place and hour as may be determined by the Board.

Section 7.2. Special Meetings. Special Meetings of the Board of Directors shall be held when called for by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director. In the event of an emergency where the safety of personnel or property is in jeopardy, a same day meeting may be called by telephone by any one (1) Director of the Association.

Section 7.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Any decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 7.4. Attendance of Members at Board Meetings. In accordance with the provisions of A.R.S. Section 33-1804, the meetings of the Board of Directors shall be open to the Members of the Association.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary, and a treasurer, who shall at all times be Members of the Board of Directors, and such other offices as the Board may from time to time by resolution, create.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following the annual meeting of the Members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he/she resigns or is removed or is otherwise disqualified to serve prior to the expiration of the term of office.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from

office by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice of resignation. Unless otherwise specified in the notice, the acceptance of a Board Member's resignation is not necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 8.7. Multiple Offices. No person shall simultaneously hold more than one office.

Section 8.8. Duties. The duties of the officers are as follows:

a. President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and agreements and shall co-sign all promissory notes.

b. Vice President: The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; provide notice or direct that notice of meetings of the Board and of the Members be mailed in accordance with the provisions of these Bylaws; keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

d. Treasurer: The treasurer shall receive and deposit [or direct the receipt and deposit in the event that a manager has been appointed by the Board of Directors] in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; shall co-sign with the President, all promissory notes of the Association; insure that all checks of the Association are signed by the Board Members; keep proper books of account, cause an annual review of the Association books to be made by an independent accountant at the completion of each fiscal year; and with the Finance Committee, prepare an annual operating budget and a statement of income and expenditures to be presented to the Members at its regular annual meeting, and deliver a copy of each to the Members. The Treasurer shall work with the management company and ensure that its performance is in accordance with the terms of the management contract.

ARTICLE IX COMMITTEES

Section 9.1. Architectural Committee. The architectural committee shall be comprised of three (3) or more representatives appointed by the Board. The committee shall be responsible for reviewing and approving all plans and specifications for the construction, installation or fabrication, of any improvements on the Lot. Improvements includes any building, fence, wall, or other structures. It also includes any exterior addition to, or change in, or alteration of a Dwelling Unit or the exterior color scheme, roof or finish on the Dwelling Unit. Plans and specifications shall show the nature, kind, shape, height, materials, and location of the proposed addition or modification. In evaluating and approving such plans, the Committee shall consider the harmony of external design and location of the proposed addition or modification in relation to surrounding structures on that Lot and on adjacent lots and the topography of the Lot and adjacent lots.

Section 9.2. Appointment of Additional Committees and the Chairs of such Committees. The Board of Directors, at its option, has the right to form committees to assist it in the performance of its responsibilities. In the event that Board determines that such committees are necessary the President shall appoint the Chair to each such Committees. The Committees which the Board may form are as follows:

9.2.1. Finance Committee. The Treasurer shall chair the Finance Committee. The Finance Committee shall assist the Treasurer in collecting and investing funds, preparing the annual operating budget; evaluating the insurance obtained by the Association and advising the Board of Directors on insurance coverage and premiums.

Section 9.2.2. Maintenance Committee. The Maintenance Committee shall supervise the maintenance of the common areas and other property, except for the swimming pool, which shall be the responsibility of the Pool Committee. The Maintenance Committee may delegate all or any portion of its responsibilities to the Management Company. If the management contract provides that the management company is to undertake some of the maintenance responsibilities then the Maintenance Committee shall be responsible for ensuring that the management company satisfactorily performs such duties.

Section 9.2.3. Pool Committee. The Pool Committee shall supervise the swimming pool, including health and safety measures, selection of life guards, if any, and litter and pest control. This Committee shall evaluate the costs of maintaining the swimming pool and post schedules for the optimum use of the heating equipment. The Pool

Committee shall promulgate pool rules and distribute the rules to the Members as well as post such rules at the swimming pool. The Pool Committee shall make periodic inspections of the pool equipment and report the need for repairs to the Board of Directors. The Pool Committee may delegate all or any portion of its responsibilities to the Management Company. If the management contract provides that the management company is to undertake some of the Pool Committee's responsibilities then the Pool Committee shall be responsible for ensuring that the management company satisfactorily performs such duties.

Section 9.2.4. Recreation Center Committee. The Recreation Center Committee shall supervise the use and access to the recreation center and ensure its proper maintenance and cleanliness. This Committee shall promulgate the recreation center policies and procedures and distribute such procedures to the Members. The Committee shall also post the procedures at the recreation center. The Recreation Center Committee may delegate all or any portion of its responsibilities to the Management Company. If the management contract provides that the management company is to undertake some of the responsibilities of the Recreation Center Committee then that Committee shall be responsible for ensuring that the management company satisfactorily performs such duties.

Section 9.2.5. Tennis Committee. The Tennis Committee shall supervise the use of and access to the tennis courts, facilities. It shall also recommend repairs and improvement to those facilities, prepare and post the rules applicable to the use of the tennis facilities and distribute such rules to the Members at least one time per year.

Section 9.2.6. Bylaw Committee. The Bylaw Committee shall review the minutes of the Members' and Board of Directors' meetings as well as the Bylaws on an annual basis. Based on this review the Bylaw Committee shall make recommendations to the Board of Directors on proposed revisions to the Bylaws.

Section 9.3. Other Committees. The Board of Directors shall appoint any other committees which it deems appropriate in carrying out the purposes of this Association.

**ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 10.1. Powers. The Board of Directors has all of the powers of a Board of Directors of an Arizona non-profit corporation, subject only to those limitations set forth in the Association's Articles of Incorporation and these By-Laws. The Board has the power to do any and all lawful acts which may be authorized by the Articles and these By-Laws and any acts which may be necessary or incidental to the exercise of any of the express powers of the Association. In addition to any other powers, the Board of Directors has the specific power to:

- a. employ a manager, an independent contractor, or any employees which the Board deems necessary, and to prescribe their duties.
- b. grant easements over, across or under the Common Areas for public utilities, ingress, egress and such other purposes as may be deemed advisable by the Board.

Section 10.2. Duties. The Board of Directors has the duty to:

- a. Prepare an annual operating budget at least thirty days prior to the date of the annual meeting. The budget shall include reserves for capital items and shall be presented to the Members at the annual meeting;
- b. Set the amount of the annual assessment against each Lot at least thirty (30) days prior to January 1 of each year, based upon each Lot's prorata share of the operating budget;
- c. Send written notice of the amount of the Annual Assessment to every Owner at least thirty (30) days prior to January 1 of each year;
- d. Record a lien against any Lot for which assessments are not paid within thirty (30) days after their due date and/or bring an action at law against the Owner personally obligated to pay the assessments provided such action is cost effective in the sole discretion of the Board of Directors;
- e. Provide, upon a request by any Lot Owner, or his/her agent, a certificate setting forth whether or not any assessment has been paid. The Board may charge a reasonable fee for the

issuance of the certificate.

f. Procure and maintain insurance as follows:

- 1) Fire and extended coverage insurance on all improvements in the common areas with the amount of such insurance being sufficient to cover the replacement costs of such improvements;
- 2) Bodily injury insurance with limits of not less than one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, insuring against liability for bodily injury or death arising out of the activities of the Association or on the Common Areas;
- 3) Property damage liability insurance of not less than five hundred thousand dollars (\$500,000.00), insuring against liability for property damage arising from the activities of the Association or on the Common Areas;
- 4) Worker's compensation insurance to the extent necessary to comply with applicable laws;
- 5) Officers and directors liability Insurance;
- 6) Fidelity insurance;
- 7) Any other insurance which the Board of Directors deems appropriate.

g. Receive insurance proceeds for the benefit of the Members and use such proceeds to restore any damaged property;

h. Maintain, manage, and repair the Common Areas, including the landscaping, lighting, and recreational areas and facilities, together with all furniture and equipment owned by the Association;

i. Instruct and supervise the committees formed by the Board of Directors;

j. Pay all taxes due on property owned by the Association;

- k. Pay all utilities which service the Common Areas.
- l. Establish and levy special assessments pursuant to Section 12.4.

Section 10.3. Rules and Regulations. The Board of Directors has the power to adopt and publish rules and regulations which govern the use of the Common Areas and the conduct of the Owners which affects the other Owners, and to impose sanctions for violations of such Rules and Regulations. Rules and Regulations adopted by the Association shall be binding on all the Members of the Association, including the Members of their family, their guests, tenants, licensees and invitees.

Section 10.4. Liability of Board Members. No Member of the Board of Directors shall be personally liable to any Member or his/her assigns for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, its representatives or employees provided that such Board Member has, upon the basis of such information as may be possessed by him/her, acted in good faith.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association are available for inspection by any Member. Any Member desiring to review such books and records must provide a written request setting forth the proper purpose for the inspection. Upon receipt of the request, the Member shall be entitled to inspect such records during reasonable business hours and to have copies made of any documents, at the Member's expense. The Articles of Incorporation and the Bylaws of the Association are available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII ASSESSMENTS

Section 12.1. Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, upon the recordation of a deed to any Lot, whether or not it is stated in the deed, covenants and agrees to pay to the Association: (1) Annual Assessments or charges, and (2) Special Assessments. All assessments, together with interest, late fees, costs, and reasonable attorneys' fees, shall be charged against the Lot and shall be a continuing lien upon the Lot. Delinquent assessments, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless assumed by them.

Section 12.2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Members and their guests; for the improvement and maintenance of the Common Areas; for the payment of all expenses and charges which are the responsibility of the Association; and for all other purposes set forth in the Articles of Incorporation and Bylaws of the Association.

Section 12.3. Annual Assessment.

12.3.1. Annual Assessment. The Board of Directors shall determine the amount of the annual assessments, based upon the operating budget of the Association, including appropriate reserves.

12.3.2. Notification to Owners of Annual Assessments. The Board shall provide notice to the Owners of any change in the amount of the Annual Assessment at least thirty (30) days prior to January 1 of each year. The Board of Directors may determine that the Annual Assessment is payable in equal monthly installments, or on any other periodic basis.

Section 12.4. Special Assessments. Special Assessments may be levied in addition to Regular Assessments for (1) constructing capital improvements; (2) correcting an inadequacy in the current operating account; (3) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Areas; or (4) paying for such other matters as the Board may deem appropriate.

Section 12.5. Rates of Assessment. All Assessments shall be set at a uniform rate for all Lots.

Section 12.6. Effect of Nonpayment of Assessments: Remedies of the Association. In addition to all other remedies provided by law, the Association, or its authorized representative, may enforce the obligations of any Owner to pay assessments in any manner provided by law or by either or both of the following procedures:

a. By Suit. The Association may commence and maintain a suit at law against any Owner personally obligated to pay assessments. The suit shall be maintained in the name of the Association. Any judgment rendered in such action shall include the amount of the delinquency, additional charges and any other amounts as the court may award, including reasonable attorneys' fees. A proceeding to recover a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the lien established herein.

b. By Lien. To perfect its lien, the Association shall record a Notice

of Lien in the Office of the Pima County Recorder. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all the Owners. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages. The lien for assessments shall constitute a lien on each respective Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage or deed of trust.

Section 12.7. Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur or levy in the process of collecting monies due and delinquent from the Owner. All additional charges shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a reimbursement assessment. Additional charges shall include, but not be limited to, the following:

a. Attorneys' Fees. Reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any assessment or sum due, including the placement of the lien, or the filing of a suit or otherwise;

b. Late Charges. A late charge, in an amount to be determined by the Board, to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due; provided, however, that such late charge shall not exceed ten percent (10%) of the delinquent assessment or Fifteen and No/100 Dollars (\$15.00) per month, whichever is greater;

c. Costs of Suit. Costs of suit and court costs incurred as are allowed by the Court;

d. Interest. Interest on all sums due from the Owner including the delinquent assessment, reasonable costs of collection, reasonable attorneys' fees and late charges, at an annual percentage rate to be established by the Board, commencing thirty (30) days after the assessment becomes due. The interest rate shall be determined, from time to time, by the Board of Directors.

e. Other. Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

Section 12.10. Application of Payments. All payments received by the Association shall first be applied to delinquent assessments and late charges, then to any collection costs and attorneys' fees incurred and then to any accrued interest.

Section 12.11. Release of Lien. Upon payment of delinquent assessments and any other charges imposed by the Association, the Association shall record a release of any recorded lien.

Section 12.13. Exemptions.

12.13.1. Assessments on Unimproved Lots. In the event that any Owner has constructed a residence on more than one lot, that Owner shall only be charged an assessment on one of the Lots and shall only be entitled to one vote. In the event that any Owner owns a Lot on which no residence has been constructed, that Owner shall not be obligated to pay assessments until a residence has been constructed on the Lot. That Owner shall also not be entitled to vote until the residence is completed.

12.13.2. No Exemption for any Other Reason. No Owner is exempt from liability for the payment of assessments because he/she does not use or enjoy the Common Areas, or has abandoned his/her Lot, or for any other reason, including any allegation that the Board of Directors is not performing its obligations and duties.

Section 12.14. Subordination of the Lien to Mortgages. The lien for assessments is subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer of any Lot shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12.16. Reserves. The reserves which are collected as part of the Regular Assessments shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are collected. Such reserves shall be deemed a contribution to the capital account of the Association by the Owners and once paid, no Owner shall be entitled to any reimbursement for funds paid. The responsibility of the Board shall be only to provide for such reserves as the Board in good faith deems reasonable, and no Member of the Board is liable to any Owner or to the Association if the amount in the reserve account proves to be inadequate.

ARTICLE XIII
AMENDMENTS

These By-Laws may be amended by a vote of a majority of the Board of Directors. To be effective, the amendment must be signed by the President and Secretary of the Association. All Amendments must be consistent with any recorded Declaration and Articles of Incorporation of the Association. These Bylaws may also be amended by the majority of a quorum of Members present at a general or special meeting of the

Association, provided that notice of such amendment or amendments is given to the Members of the corporation at least fifteen days prior to the meeting.

ARTICLE XV
MISCELLANEOUS

Section 15.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on December 31 of every year.

Section 15.2. Notices.

a. Any notice required by these Bylaws to be given, shall be in compliance with these Bylaws if in writing and delivered to the person intended by hand or deposited in the U.S. Mail.

b. When any notice is required to be given under the provisions of the Articles of Incorporation or these Bylaws, a waiver of that notice, in writing, signed by the person or persons entitled to that notice, whether before or after the time stated therein, shall be the equivalent of delivering timely notice to such person.

DATED: March 28, 1997

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: Roger T. Margolis

Its: President

IN WITNESS WHEREOF, the undersigned parties, being the President and Secretary of the Association, by executing this Restatement of the By-Laws of the Sabino Vista Hills Neighborhood Association this 28 day of March, 1997, certify that such Restated By-laws were approved by the vote of a majority of a quorum of Directors, at the meeting held on _____, 1997.

By [Signature]
President

By Margaret Cambridge
Secretary

STATE OF ARIZONA]
] ss.
COUNTY OF PIMA]

The Amended By-laws were acknowledged before me this 28 day of March, 1997, by Roger J. Mangalis and Margaret (Peggy) Cambridge, President and Secretary respectively, of Sabino Vista Hills Neighborhood Association, an Arizona corporation, for and on behalf of the corporation.

Grinda Denton
Notary Public

My Commission Expires:

4-17-99

March 10, 1997

9-27-05

AMENDMENTS TO RESTATED BYLAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

WHEREAS, Article XIII of the Bylaws of Sabino Vista Hills Neighborhood Association, adopted on February 15, 1997, states:

These By-Laws may be amended by a vote of a majority of the Board of Directors. To be effective, the amendment must be signed by the President and Secretary of the Association.

WHEREAS, the undersigned President and Secretary of Sabino Vista Hills Neighborhood Association, attest that a majority of a quorum of the Board of Directors voting at the Board meeting held on Sept 27, 2005 have approved the following Amendments to the Restated Bylaws for Sabino Vista Hills Neighborhood Association.

NOW THEREFORE, the Restated Bylaws adopted on February 15, 1997 are amended as follows:

1. Section 4.6 states:

Section 4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least three business days prior to the time set for the meeting. Proxies shall expire when the meeting is adjourned.

Section 4.6 is deleted in its entirety and the following new Section 4.6 is substituted in its place:

Section 4.6. Voting.

A. Votes cannot be cast pursuant to a proxy. The Association will provide for votes to be cast in person and by absentee ballot and may provide for voting by some other form of delivery. Any action taken at an annual, regular or special meeting of the members must comply with all of the following if absentee ballots are used:

1. The absentee ballot must set forth each proposed action.
2. The absentee ballot must give the Member the opportunity to vote for or against each proposed action.
3. The absentee ballot is valid for only one specified election or meeting of the members and expires automatically after the

ORIGINAL

completion of the election or meeting.

4. The absentee ballot must specify the time and date by which the ballot must be delivered to the board of directors in order to be counted, which must be at least seven days after the date that the board delivers the absentee ballot to the member.
5. The absentee ballot cannot authorize another person to cast votes on behalf of the member.

B. Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.

2. Section 5.8 states:

Section 5.8. Successive Terms. No Member may serve more than two consecutive two-year terms.

Section 5.8 is deleted and the following is substituted in its place:

Section 5.8. Successive Terms. There are no limitations on the number of terms which a director may serve, so long as that director is validly elected according to the procedures set forth in these Bylaw.

3. Section 6.1 states:

Section 6.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chair, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall accept or reject nominations for election to the Board of Directors. Nominations must be made from among Members.

Section 6.1 is deleted and the following new Section 6.1 is substituted in its place:

Section 6.1. Nomination. Nomination for election to the Board of Directors will be made by a Nominating Committee appointed by the Board at least six months prior to the annual meeting of the members. The Nominating Committee will consist of three persons, one of whom is a Board member and the other two who are Members of the Association.

147-1000 02/17/10

The Nominating Committee will prepare a slate of candidates to be on the ballot and present the slate to the Board at least 60 days before the annual meeting of the Members and the Board will provide notice of the candidates at least 30 days before such annual meeting.

4. Section 6.2 states:

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot. All ballots will be tabulated at the meeting by tellers appointed from among the Members. At the election, Members or their proxies may cast, one vote for each vacant position. Members receiving the most votes shall be elected. Cumulative voting is not permitted.

Section 6.2 is amended to state:

Section 6.2. Election. Election to the Board of Directors will be by secret written ballot. Tellers appointed from among the Members will tabulate the ballots at the meeting. At the election, Members may cast one vote for each vacant position. Cumulative voting is not permitted. Members receiving the most votes will be elected to the Board. The Board will notify the Members of the results of the election within 30 days after the meeting to enable the tellers to certify the votes.

5. Where there are provisions in the Bylaws permitting votes to be cast by a proxy, the right to vote in such manner is deleted and all votes previously permitted to be cast by proxy will be cast in person or by an absentee ballot.

All other terms and conditions of the Restated Bylaws will remain in full force and effect.

Approved by the Directors on Sept. 27, 2005.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By:

Les Smith

Its:

President

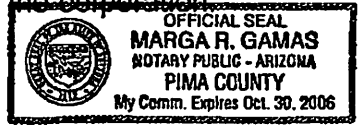
10/15/05 09:17 AM

IN WITNESS WHEREOF, the undersigned parties, being the President and Secretary of the Association, by executing this Restatement of the Bylaws of the Sabino Vista Hills Neighborhood Association this 3 day of Oct, 2005, certify that such Restated Bylaws were approved by the vote of a majority of a quorum of Directors, at the meeting held on 9/27, 2005.

By [Signature] President By Margaret A Cambridge Secretary

STATE OF ARIZONA]
] ss.
COUNTY OF PIMA]

These Amendments to the Restated Bylaws were acknowledged before me this 3 day of October 2005, by Margaret A. Cambridge, President and Secretary respectively, of Sabino Vista Hills Neighborhood Association, an Arizona corporation, for and on behalf of the corporation.



Marga R. Gamas
Notary Public


Only notarized Margaret A. Cambridge's signature.

My Commission Expires:
Oct 30, 2006

44-111003 02/27/03

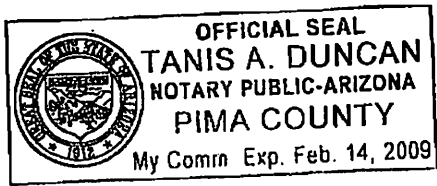
STATE OF ARIZONA]
] ss.
COUNTY OF PIMA]

These Amendments to the Restated Bylaws were acknowledged before me this 2nd day of March, 2006, by Les Smith, President of Sabino Vista Hills Neighborhood Association, an Arizona corporation, for and on behalf of the corporation.



Notary Public

My Commission Expires:



444444 222222

**AMENDMENT TO RESTATED BY-LAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION**

WHEREAS, Article XIII of the By-laws of Sabino Vista Hills Neighborhood Association, adopted on February 15, 1997, states:

These By-Laws may be amended by a vote of the majority of the Board of Directors. To be effective, they must be signed by the President and Secretary of the Association.

WHEREAS, the undersigned President and Secretary of Sabino Vista Hills Neighborhood Association, attest that a majority of a quorum of the Board of Directors voting at a Board meeting held on February 23, 2010 have approved the following amendment to the Restated By-Laws for Sabino Vista Hills Neighborhood Association.

NOW THEREFORE, the Restated By-Laws adopted on February 15, 1997 are amended as follows:

Section 5.8 (amended September 27, 2005) states:

Section 5.8. Successive Terms. There are no limitations on the number of terms which a director may serve, so long as that director is validly elected according to the procedures set forth in these By-Laws.

Section 5.8 as previously amended is deleted and the following is substituted in its place:

Section 5.8 Successive Terms. No member may serve more than two consecutive two-year terms

All other terms and conditions of the Restated By-Laws will remain in force and effect.

Approved by the Directors on February 23, 2010.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: Lloyd B. Sydney

Its: President

IN WITNESS THEREOF, the undersigned parties, being the President and Secretary of the Association, by executing this amendment to the Restatement of the Sabino Vista Hills Neighborhood Association this 16 day of JULY 2010 certify that this amendment was approved by a majority of a quorum of Directors at the meeting held on February 27, 2010.

AMENDMENT TO RESTATED BY-LAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: [Signature]
President

By: Margaret Cambridge
Secretary

STATE OF ARIZONA

COUNTY OF PIMA

This amendment to the Restated By-laws were acknowledged before this 16 day of July, 2010 by Lloyd Sydney, President and Margaret Cambridge, Secretary of Sabino Vista Hills Neighborhood Association, an Arizona Corporation, for and on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: April 27, 2014

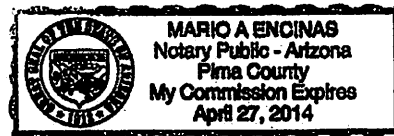


EXHIBIT E

BALLOTS

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giacomda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 22, 2020

RECORD OWNER(S): MARIE E. VARELA
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Maria Elsa Sanchez
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 01 and property address:

1375 N. PEBBLEHILL CIR
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 22, 2020

RECORD OWNER(S):

JANIER E. VARELA
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Maria Elsa Sanchez
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 02 and property address:

4375 N FERNHILL CIR
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|----------|---|
| <u>X</u> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| _____ | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 24, 2020

RECORD OWNER(S): Betty J. Sternberg
Owner's/Entity's Name(s) (Please Print)

Betty Sternberg
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 03 and property address:

4325 North Fernhill Circle
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6 26, 2020

RECORD OWNER(S): Leslie S. Dearman
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Kristine S. Dearman
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 4 and property address:
430 N. Fernhill Cir
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

TIME RECEIVED
July 9, 2020 at 6:21:20 AM MST

REMOTE CSID
5208862665

DURATION
197

PAGES
3

STATUS
Received

Jul 10 20. 06:15a

WWB

5208862665

p.1

2020/07/08 11:55:40 4 /6

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/10, 2020

RECORD OWNER(S)

W.W. BUCKENMAN
 Owner's/Entity's Name(s) (Please Print)

[Signature]
 Owner's Signature (and capacity if applicable—see Note above)

KATHLEEN A. BENEY
 Additional Owner's Name (if any)

 Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 05 and property address:
4275 N. Fernhill Circle
 Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

2020/07/08 11:55:40 5 /6

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.


AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giacomda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/7/20, 20



RECORD OWNER(S):

Owner's/Entity's Name(s) (Please Print)

W.W. BOXERMAN

Owner's Signature (and capacity if applicable—see Note above)

KAREN A. HANCOCK

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 06 and property address:

4251 N. Fernhill Circle
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

2020/07/08 11:55:40 6 /6

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|---|---|
| ✓ | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| ✗ | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giacomda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/7/20, 20

RECORD OWNER(S):

WAYNE BINKMAN
 Owner's/Entity's Name(s) (Please Print)

[Signature]
 Owner's Signature (and capacity if applicable—see Note above)

KATHARIN A. KENNER
 Additional Owner's Name (if any)

 Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 07 and property address:
4251 N. Fernhill Circle
 Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 29, 2020

RECORD OWNER(S): RONALD A. KLINE
Owner's/Entity's Name(s) (Please Print)
Ronald A. Kline
Owner's Signature (and capacity if applicable—see Note above)

DENISE A. KLINE
Additional Owner's Name (if any)
Denise A. Kline
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 08 and property address: 1445869 acc #
4220 N. Ferndale Circle
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 29, 2020

RECORD OWNER(S):

RONALD A. KLINE

Owner's/Entity's Name(s) (Please Print)

Ronald A. Kline

Owner's Signature (and capacity if applicable—see Note above)

DENISE A. KLINE

Additional Owner's Name (if any)

Denise A. Kline

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 09 and property address: 1445870 acc #

4220 N. FERNHILL CIRCLE

Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own 2 multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| |
|--|
| <input checked="" type="checkbox"/> I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6-24- _____, 2020

RECORD OWNER(S): D.A. Crowe Conservatorship
Owner's/Entity's Name(s) (Please Print)
as CO-conservator: Debra Howell
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. # 10 and property address:
8280 E. Canyonine RD
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

X

Dr. J. A. Jones
1234 Main St.
New York, N.Y.
10001

1234 Main St.
New York, N.Y.
10001

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6-30, 2020

RECORD OWNER(S):

Steven Ferntkopf
Owner's/Entity's Name(s) (Please Print)

Stu Ferntkopf
Owner's Signature (and capacity if applicable—see Note above)

Robyn Ferntkopf
Additional Owner's Name (if any)

Robyn Ferntkopf
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 11 and property address:

8275 E Canyon Side Road
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|----------|---|
| <u>X</u> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| _____ | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 28, 2020

RECORD OWNER(S): Charles & Maria Komadina Living Trust
Owner's/Entity's Name(s) (Please Print)

Charles W. Komadina
Owner's Signature (and capacity if applicable—see Note above)

Maria Komadina
Additional Owner's Name (if any)

Maria Komadina
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 12 and property address:
8301 E. Canyon Side Rd.
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|----------|---|
| <u>X</u> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| _____ | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/3/2020, 20__

RECORD OWNER(S): Kerry Dinsmore
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Carole Dinsmore
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 13 and property address:
4321 N. Larrea Ln.
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: July 8, 2020

RECORD OWNER(S): Flippert INTX

Owner's/Entity's Name(s) (Please Print)

[Signature]

Owner's Signature (and capacity if applicable—see Note above)

Philip Nenon - side principal

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 14 and property address:
4341 N. Larrea Lane
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

PMN Approval based on understanding from 7/8/20 email clarification related to exact location of easement access on Larrea Lane

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 27, 2020

RECORD OWNER(S): Kenneth R Smith Rev. Trust
Owner's/Entity's Name(s) (Please Print)

KR Smith
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 15 and property address:
4381 N. Carrea Lane
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 27, 2020

RECORD OWNER(S): Kenneth R Smith Rev. Trust
Owner's/Entity's Name(s) (Please Print)

K R S
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 16 and property address:

4381 N Larrea Lane
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 29 JUN, 2020

RECORD OWNER(S): RICHARD CARMONA
Owner's/Entity's Name(s) (Please Print)

Richard Carmona for CARMONA FAM REV TRUST
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 17, (K) and property address:
8351 E Canyon Side Rd
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

_____ I hereby **indicate that I approve** the proposed Amendment to the Declaration.

_____ I hereby **indicate that I do not approve** the proposed Amendment to the Declaration.

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 29 JUN, 2020

RECORD OWNER(S):

RICHARD CARMONA

Owner's/Entity's Name(s) (Please Print)

Richard Carmona for CARMONA FARM REV trust

Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 18 and property address:

8351 E Canyon Side RD
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I approve the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I do not approve the proposed Amendment to the Declaration. |

You may **mail** this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6/20, 2020

RECORD OWNER(S): Gary Shiffman
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 19 and property address:
8375 E. Canyon Side Rd.
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.



W
FIRST CLASS-CARPENTER
PICKUP

CARPENTER, HAZLEWOOD, DELGADO & BOLEN, LLP
333 North Wilmot Road, Suite 237
Tucson, Arizona 85711

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CANYON RANCH HILLS ESTATES**

This Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment") is made as of the date of set forth below by the unanimous approval of the owners of lots within the subdivision known as Canyon Ranch Hills Estates.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Declaration") was recorded on December 12, 1984 in Docket 7428, page 1021 of the official records of Pima County.

B. The Declaration, at Article VII, Section 7.02, provides that the Declaration may be amended by eighty-five percent (85%) of the votes in Canyon Ranch Hills Estates.

C. The owners of lots in Canyon Ranch Hills Estates now desire to amend the Declaration to annex certain real property into Canyon Ranch Hills Estates subject to the Declaration. The real property is depicted and described in Exhibits "A" through "B" attached hereto.

D. Access to the annexed parcel will be provided by the Access Easement on Canyon Ranch Hills Estates Common Area "A" as described in Exhibit "C" attached hereto.

E. The owners of lots in Canyon Ranch Hills Estates further desire to amend the Declaration to formally reflect that they are members of the Sabino Vista Hills Neighborhood Association ("Association"). A copy of the Articles of Amendment to the Association's Articles of Incorporation reflecting these owners' membership in the Association is attached hereto as Exhibit "D".

F. This amendment was adopted and approved by the unanimous written approval of the owners in Canyon Ranch Hills Estates, as depicted in Exhibit "E" attached hereto.

AMENDMENT

NOW, THEREFORE, Page 1, Paragraph 2 of the Declaration is hereby amended and restated as follows:

KNOW ALL MEN BY THESE PRESENTS:

That Declarant is the owner of the following described real property:

CANYON RANCH HILLS ESTATES, Lots 1 through 19, inclusive, Common Areas A and B, according to the office map or plat thereof of record in the office of Pima County Recorder in Book 38 of Maps and Plats at Page 27, as amended.

Declarant desiring to establish the nature of the use and enjoyment of the Property, as provided in this Declaration, and every portion thereof and shall constitute covenants running with the land for the benefit of all the Property described herein.

NOW, THEREFORE, Article I, Section 1.15 of the Declaration is hereby amended and restated as follows:

1.15 "Property" or "Subdivision" shall mean all that real property identified in the Plat, and as shall be amended as shown on **Exhibit A**, and also the real property that is legally described and depicted at **Exhibit B** (the "Annexed Parcel"), which shall be annexed as of the recording date of this amendment, provided that the Annexed Parcel's annexation and the Property shall be subject to that certain access easement that is legally described and depicted at **Exhibit C**.

NOW, THEREFORE, Article IV, Section 4.01(A) of the Declaration is hereby amended and restated as follows:

A. Association. The Association shall be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Restated and Amended Articles of Incorporation of Sabino Vista Hills Neighborhood Association, dated February 25, 1997, as amended, the Restated By-Laws of Sabino Vista Hills Neighborhood Association, dated March 28, 1997, as amended, and this Declaration, as amended. The Articles and By-laws of said Association are attached at **Exhibit D**, and all of the provisions of said Articles and By-laws of said Association are specifically incorporated herein by reference as though fully set forth herein.

Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict or inconsistency between this Amendment and the

Declaration, this Amendment prevails. Unless otherwise defined herein, each capitalized term used in this Amendment has the meaning given to such term in the Declaration.

IN WITNESS WHEREOF, the Association has executed this Amendment as of the date set forth the below.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION,
an Arizona nonprofit corporation

By: _____ DATE: _____
Its: President

State of Arizona)
) ss.
County of Pima)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this _____
day of _____, 20____, by _____, the President of Sabino Vista
Hills Neighborhood Association, an Arizona nonprofit corporation, for and on behalf of the
corporation.

My Commission Expires: _____
Notary Public

SECRETARY'S ATTESTATION

I, Robert A. McCue being the duly elected Secretary of Sabino
Vista Hills Neighborhood Association, hereby attest that the foregoing Amendment was
approved by the unanimous written approval of all the owners of lots in Canyon Ranch Hills
Estates.

By: Robert A. McCue
Secretary, Sabino Vista Hills Neighborhood Association

State of Arizona)
) ss.
County of Pima)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 20 day
of August, 2020, by Robert A. McCue, the Secretary of Sabino Vista Hills
Neighborhood Association, an Arizona nonprofit corporation, for and on behalf of the
corporation.

Halley Renee Birdsong
Notary Public

My Commission Expires:
08/21/2020

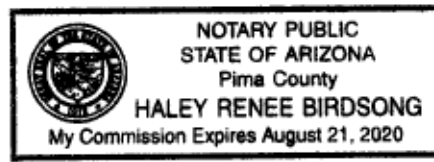
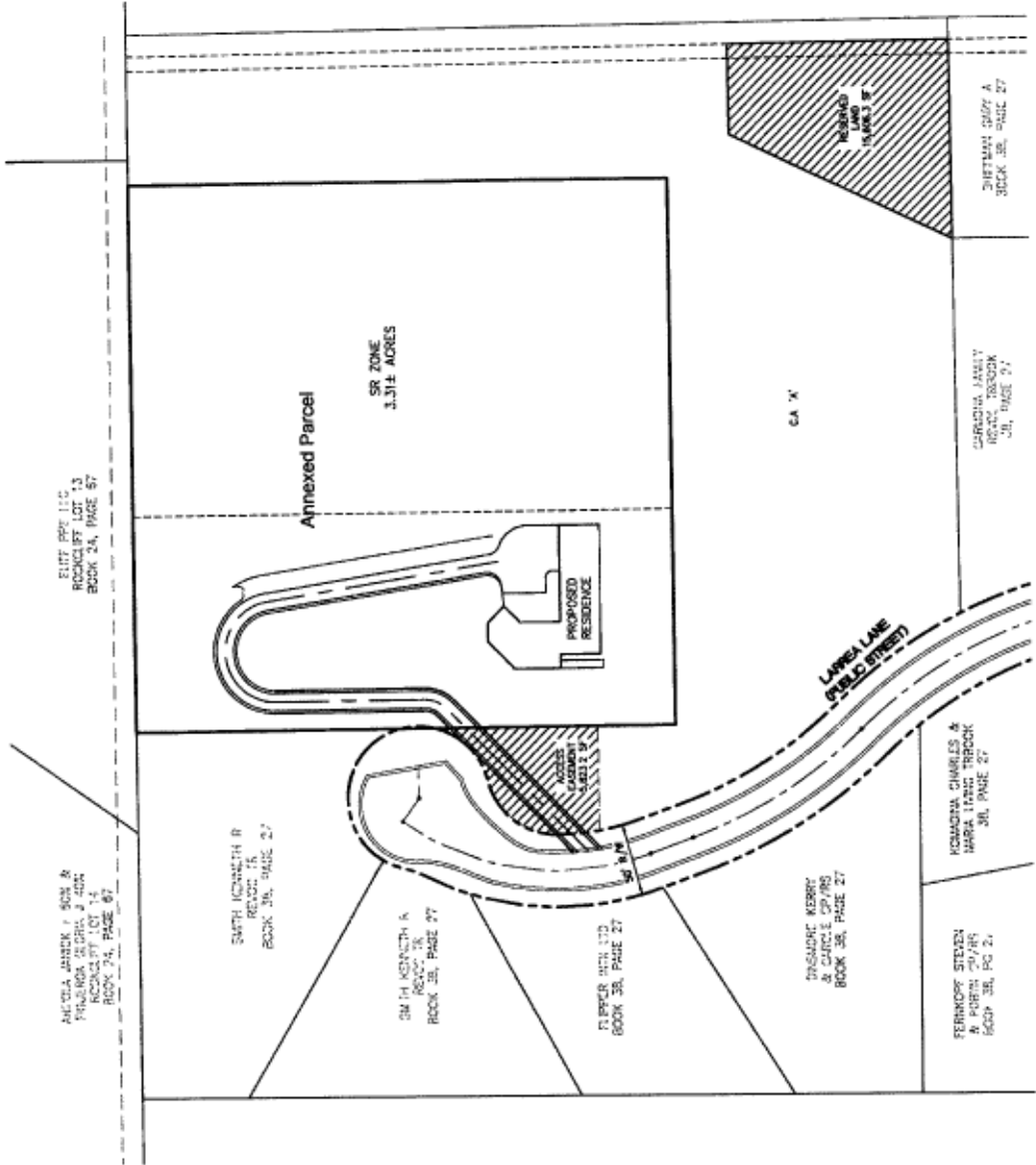


EXHIBIT A
ANNEXED PARCEL MAP



DAN OR, GANSEY CERTIFIED SURVEYOR, S.A.C.A. A

EXHIBIT A

PSOMAS

233 E. Mountain Road, Suite 400
Tampa, AZ 33605
Phone: 813-288-1999
www.psomas.com

DATE: 10/21/2020
SCALE: 1" = 40'
SHEET: 001
PAGE: 6 OF 6

EXHIBIT B

ANNEXED PARCEL LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION
ANNEXED PARCEL

The east 380 feet of the west 450 feet of the north 380 feet of the southeast one-quarter of Section 21, Township 13 South, Range 15 east of the Gila and Salt River Meridian, Pima County, Arizona, as recorded in Canyon Ranch Hills Estates, Book 38 of Maps & Plats at Page 27, records of the Pima County Recorder.

Containing an area of 3.31 Acres, more or less.

See Exhibit B attached hereto and made a part hereof.

Prepared By:
Psomas

May 15, 2020
Project #7CAM130101



Ernest Gomez, AZ. R.L.S. 27739

T:\7CAM130101\SURVEY\LEGAL\3.3 AC PARCEL LEGAL DESCRIPTION.dwg 8.5x11 Portrait Last Saved: 5/15/2020 By: Egonmez Plotted: 5/15/2020 1:52:10 PM

CENTER 1/4 CORNER SECTION 21

70'

LOT 16

380'

450'

LOT 15

MID-SECTION LINE

3.31± ACRES

380'

380'

LOT 14

380'

LOT 13

CANYON RANCH HILLS ESTATES
COMMON AREA "A"
BK. 38 M&P, PG. 27

LARREA LANE

LOT 11

LOT 12

LOT 17

LOT 18

LOT 19



SCALE: 1" = 100'

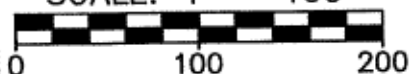


EXHIBIT B
ANNEXED PARCEL

THE EAST 380 FEET OF THE WEST 450 FEET OF THE NORTH 380 FEET OF THE SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AS RECORDED IN CANYON RANCH HILLS ESTATES, BOOK 38 OF MAPS & PLATS AT PAGE 27, RECORDS OF THE PIMA COUNTY RECORDER

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

7CAM130101

MAY, 2020 • DRAWN BY: EG

EXHIBIT C
ACCESS EASEMENT

EXHIBIT A
LEGAL DESCRIPTION
ACCESS EASEMENT

A portion of Common Area "A" of Canyon Ranch Hills Estates as recorded in Book 38 of Maps & Plats at Page 27, records of the Pima County Recorder and situated within the south one-half of Section 21, Township 13 South, Range 15 east of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the easterly right-of-way of the north cul-de-sac of Larrea Lane as shown in said plat of Canyon Ranch Hills Estates, monumented by a 5/8 inch rebar tagged "RLS 19833" from which the southeast corner of Lot 16 of said Canyon Ranch Hills Estates, bears N 00°26'04" W a distance of 24.00 feet (basis of bearing) and monumented by a 1/2 inch rebar tagged "LS 10046":

THENCE S 00°26'04" E a distance of 114.87 feet;

THENCE S 89°33'56" W a distance of 73.22 feet to the easterly right-of-way of said Larrea Lane, lying on the arc of a non-tangent curve, concave easterly, a radial line of said curve through said point having a bearing of S 80°05'01"W;

THENCE upon said easterly right-of-way, northerly upon the arc of said curve, to the right, having a radius of 166.00 feet and a central angle of 10°34'45" for an arc length of 30.65 feet to a point of compound curvature, concave southeasterly;

THENCE continuing upon said right-of-way, northeasterly upon the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 75°33'39" for an arc length of 65.94 feet to a point of reverse curvature, concave northwesterly;

THENCE continuing upon said right-of-way, northeasterly upon the arc of said curve, to the left, having a radius of 50.00 feet and a central angle of 62°46'17" for an arc length of 54.78 feet to the **POINT OF BEGINNING**.

Containing an area of 5,823.2 Square Feet, more or less.

See Exhibit B attached hereto and made a part hereof.

Prepared By:
Psomas

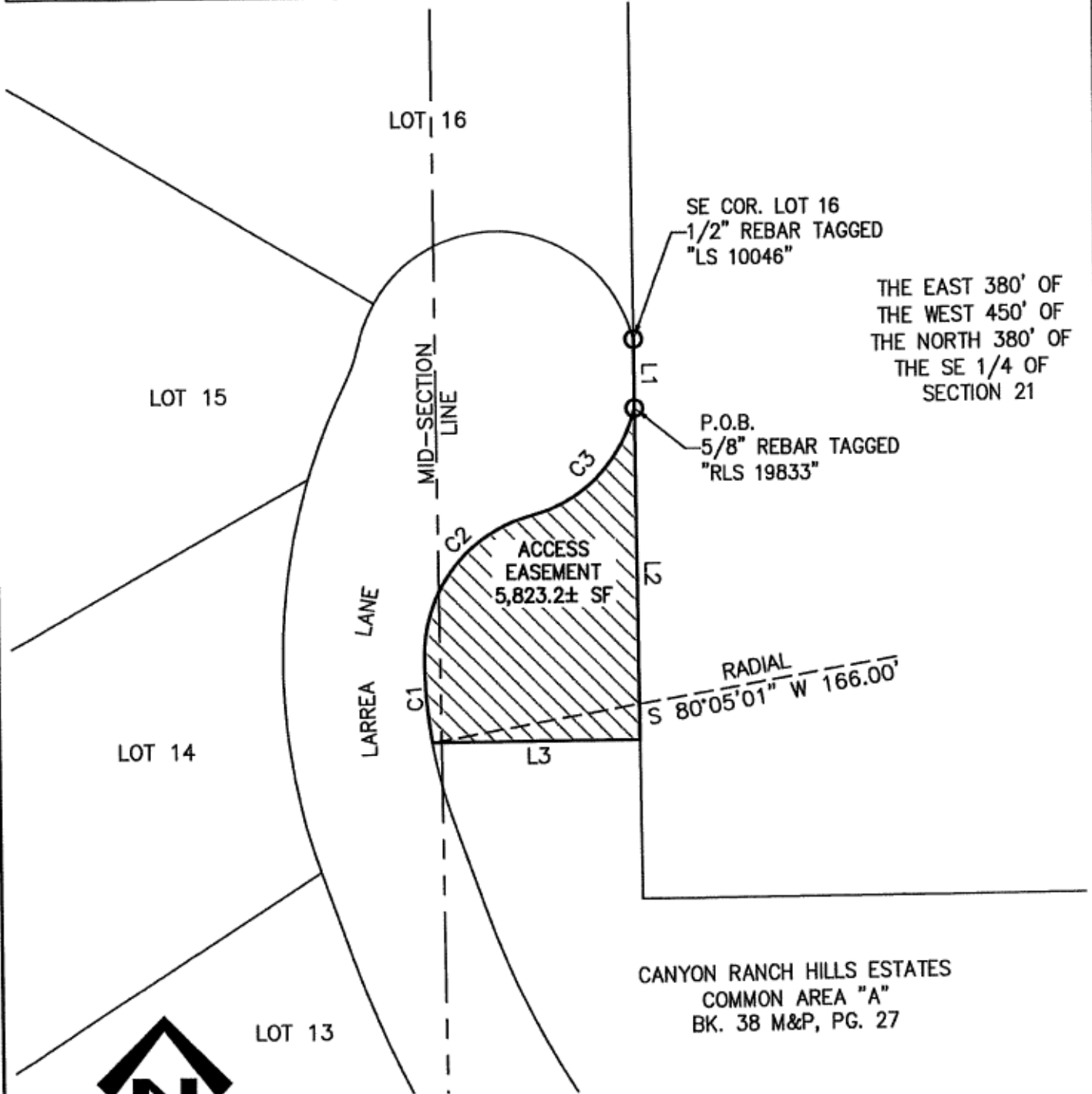
May 15, 2020
Project #7CAM130101



Ernest Gomez, AZ. R.L.S. 27739

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 00°26'04" W | 24.00' |
| L2 | S 00°26'04" E | 114.87' |
| L3 | S 89°33'56" W | 73.22' |

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|--------------|
| C1 | 30.65' | 166.00' | 10°34'45" | N 04°37'36" W | 30.61' |
| C2 | 65.94' | 50.00' | 75°33'39" | N 38°26'36" E | 61.26' |
| C3 | 54.78' | 50.00' | 62°46'17" | N 44°50'17" E | 52.08' |

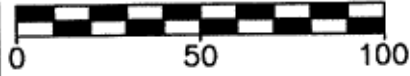


THE EAST 380' OF
THE WEST 450' OF
THE NORTH 380' OF
THE SE 1/4 OF
SECTION 21

CANYON RANCH HILLS ESTATES
COMMON AREA "A"
BK. 38 M&P, PG. 27



SCALE: 1" = 50'



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

7CAM130101

**EXHIBIT B
ACCESS EASEMENT**

A PORTION OF COMMON AREA "A" OF
CANYON RANCH HILLS ESTATES AS RECORDED
IN BOOK 38 OF MAPS & PLATS AT PAGE 27,
RECORDS OF THE PIMA COUNTY RECORDER, LOCATED WITHIN
THE SOUTH 1/2 OF SECTION 21, T-13-S, R-15-E OF THE
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA,

MAY, 2020 • DRAWN BY: EG

T:\7CAM130101\SURVEY\LEGALS\ACCESS EASEMENT LEGAL DESCRIPTION.dwg 8.5x11 Portrait Last Saved: 5/15/2020 By: Egomez Plotted: 5/15/2020 3:54:56 PM

EXHIBIT D

ARTICLES OF AMENDMENT

RENZ D. JENNINGS
CHAIRMAN

MARCIA WEEKS
COMMISSIONER

CARL J. KUNASEK
COMMISSIONER



JAMES MATTHEWS
EXECUTIVE SECRETARY

ARIZONA CORPORATION COMMISSION

MAY - 1 1997

Re: **AMENDMENT TO ARTICLES OF INCORPORATION NON-PROFIT**

Name:

Salvino Vista Hills Neighborhood Association

Dear Sir or Madam:

Enclosed please find your processed copy of amendment to the articles of incorporation for the above listed corporation.

It is our pleasure to have processed these documents in the Tucson Office and return them to you without delay.

Your attention is directed to 10-2364 which requires that publication must be made within (60) days and the affidavit of publication be returned to the office of the Arizona Corporation Commission within ninety (90) days. Such publication must be in a newspaper of general circulation in the county of the known place of business of the corporation for three consecutive publications.

Pima

COUNTY

It is our pleasure to have been able to serve you. Thank you for your cooperation.

Sincerely,

Barbara Mallory

Barbara Mallory
Examiner Technician

0501310-1

AZ. CORP. COMMISSION
FOR THE STATE OF AZ.

ARTICLES OF AMENDMENT *Restatement*
TO THE
ARTICLES OF INCORPORATION
OF

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

APR 8 4 34 PM '97

B. Malouf
43097

Pursuant to A.R.S. §10-2362, the undersigned Arizona non-profit corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION.

SECOND: The document attached as Exhibit "A" sets forth the amendment to the Articles of Incorporation which were filed in the Office of the Arizona Corporation Commission on March 21, 1978.

THIRD: Pursuant to the provisions of Article 11.0, these amendments were approved by a vote of two-thirds of the entire Board of Directors of the Association voting at the meeting held on the 25th day of February, 1997, at 2026 E. Prince Road, Tucson, AZ 85719.

DATED this 28th day of March, 1997.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By *[Signature]*
President

ATTEST:

Margaret (Reggy) Cambridge
Secretary

STATE OF ARIZONA)
) ss:
County of Pima)

The foregoing instrument was acknowledged before me this 28 day of March, 1997, by Roger J. Margolis, President, and Margaret (Peggy) Cambridge, Secretary, of SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

Linda Pintas
Notary Public

My Commission Expires:
4-17-99

EXHIBIT "A"

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

Upon the approval of at least two-thirds of the entire Board of Directors of the Association voting at the meeting held on February 25, 1997, the following shall constitute the Restated and Amended Articles of Incorporation, superseding those Articles of Incorporation filed with the Arizona Corporation Commission on March 21, 1978.

ARTICLE I
NAME AND PERPETUAL DURATION

The name of the corporation is SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION, INC., hereafter called the "Association". The duration of the Association is perpetual.

ARTICLE II
OFFICE

The principal office of the Association is located at 2026 E. Prince Road, Tucson, Arizona, 85719.

ARTICLE III
STATUTORY AGENT

Paul Ash, whose address is 2026 E. Prince Road, Tucson, Arizona, 85719, is the statutory agent of this Association. The corporation may change the statutory agent in accordance with A.R.S. §10-2308.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain for profit to the members thereof, and the specific purposes for which it is formed are to promote the health, safety and welfare of its members and to provide for architectural control, maintenance, and preservation of certain common areas within the subdivisions in Pima County, Arizona, known as Sabino Vista Hills and Canyon Ranch Estates.

The Association shall perform all of its duties and obligations as set forth in the Bylaws as amended from time to time, for the mutual benefit of the residents and the preservation of their respective properties' value and beauty.

The Association has the power to participate in mergers and consolidations with other corporations organized for the same purposes or annex additional residential property, streets, roadways or alleys. Any consolidation or annexation must be approved by a the vote of two-thirds of the membership.

The Association has the power to borrow money; and with the consent of at least two-thirds of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

The Association shall not carry on activities not permitted to be carried on by a homeowner's association under the Internal Revenue Code of 1954 or any corresponding provisions of any future United States Revenue Law.

ARTICLE V **MEMBERSHIP**

Each owner of a lot in the following subdivisions shall be a member of the Association and membership shall be appurtenant to ownership of the Lot. The subdivisions are shown in the following plats of record in the Office of the Pima County Recorder:

- a. Lots 1 through 65 of Sabino Vista Hills as shown in Book 29 at Page 20 of Maps and Plats.
- b. Lots 66 through 100 of Sabino Vista Hills as shown in Book 29 at Page 40 of Maps and Plats.
- c. Lots 101 through 158 of Sabino Vista Hills as shown in Book 30 of Maps and Plats at Page 41.
- d. Lots 159 through 224 of Sabino Vista Hills as shown in Book 31 of Maps and Plats at Page 15
- e. Lots 1 through 19 of Canyon Ranch Estates as shown in Book 38 at Page 27 of Maps and Plats.

ARTICLE VI
VOTING RIGHTS

The members' voting rights shall be determined as provided in the Bylaws for the Association. Members shall be lot owners. There shall be one vote for each lot owned on which assessments are paid.

ARTICLE VII
CHARACTER OF BUSINESS

The business which the Association intends to conduct in this state is the operation of a homeowners association.

ARTICLE VIII
ASSESSMENTS

Each Member shall pay assessments to the Association as more fully set forth in the Bylaws. Assessments shall be used to fulfill the purposes and obligations of the Association and to pay all expenses incurred in the operation of the Association.

ARTICLE IX
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of not less than seven (7) persons nor more than fifteen (15) persons. The number and term of Board members shall be set forth in the Bylaws of the Association.

ARTICLE X
DISSOLUTION

The Association may be dissolved only in accordance with the provisions of the Declaration and in accordance with Arizona law. Any dissolution shall be approved in writing by not less than two-thirds of the Members entitled to vote and, upon dissolution, other than incident to a merger or consolidation, the assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XII
LIMITATION OF DIRECTORS' LIABILITY

The personal liability of the directors to the Association or its members for monetary damage for breach of fiduciary duty is eliminated to the fullest extent permitted by applicable law. Neither this provision nor any other provisions in these Articles shall eliminate or limit the liability of a director for any of the following:

- (a) Any breach of any such person's duty of loyalty to the corporation or its members.
- (b) Acts or omissions which are not in good faith (or which involve intentional misconduct or a knowing violation of law).
- (d) Any transaction from which the director derived an improper personal benefit.
- (e) A violation of a director's duty to avoid conflicts of interest.

ARTICLE XIII
INDEMNIFICATION

Pursuant to A.R.S. § 10-2305(C), any person who serves as a director or who serves on a board or council in an advisory capacity to the nonprofit corporation or board of directors of a nonprofit corporation shall be immune from civil liability and shall not be subject to suit directly or by way of contribution for any acting in good faith and within the scope of his official capacity, unless such damage or injury was caused by willful and wanton or grossly negligent conduct of such person, providing that such limitation of liability does not modify the duties or liabilities of a director or person serving in an advisory capacity to the corporation or the corporation's members.

ARTICLE XIV
AMENDMENT

These Articles of Incorporation may be amended, altered or repealed by the affirmative vote in writing of two-thirds (2/3) of the quorum of Directors.

ARTICLE XV
CONFLICTS

In the case of any conflict between these Articles and the Bylaws, these Article of Incorporation shall control.

DATED: February 25, 1997

FILE

RESTATED BY-LAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

WHEREAS, Section 16.0 of the Bylaws of Sabino Vista Hills Neighborhood Association, dated February 17, 1992, states:

"These By-Laws shall be adopted by the Directors and are subject to amendment by a majority of a quorum of Directors present and voting at any Board meeting or the majority of a quorum of Members present at a general or special meeting of the corporation, provided that notice of such amendment or amendments shall have been given to the Members of the corporation at least one month prior to the meeting.

WHEREAS, the undersigned constitute at least a majority of a quorum of the Directors voting at the Board meeting held on February 25, 1997, and by their signatures indicate that they have approved and adopted the following Restated By-Laws.

NOW THEREFORE, these Restated By-laws shall supersede the By-laws dated February 17, 1992 and recorded on February 28, 1992 at Docket 9236 at Page 689.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Sabino Vista Hills Neighborhood Association, referred to as the "Association". The principal office of the Association is located in care of Paul Ash Investments, 2026 E. Prince Road, Tucson, Arizona 85719, but meetings of Members and Directors may be held at such places within the State of Arizona, County of Pima, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 2.1. "Annual Assessments" refer to those assessments levied by the Association and used to promote the recreation, health, safety and welfare of the Members and their guests and family, for the improvement of the Common Areas and for all other purposes set forth in the Articles, Bylaws and Declarations for Sabino Vista Hills, Lots 1 through 224 and for Canyon Ranch Estates, Lots 1 through 19.

Section 2.2. "Architectural Committee" refers to the Committee established by the Board of Directors under Section 9.3 of these Bylaws.

Section 2.3. "Articles" refer to the Articles of Incorporation of the Association

and any amendments which have been filed in the Office of the Arizona Corporation Commission.

Section 2.4. "Association" refers to Sabino Vista Hills Neighborhood Association, its successors and assigns.

Section 2.5. "Association's Governing Documents" refers to any recorded Declaration of Covenants, Conditions and Restrictions which governs the properties in which the Members of the Association reside, the Articles of Incorporation of the Association, the By-laws and any Rules and Regulations adopted by the Association.

Section 2.6. "Board" refers to the Board of Directors of the Association.

Section 2.7. "Bylaws" refer to the Bylaws of the Association, as may be amended from time to time.

Section 2.8. "Common Areas" means all of the real property, whether improved or unimproved, which is designated as Common Area on the Plats and which is owned by the Association for the common use and enjoyment of the owners.

Section 2.9. "Dwelling Unit" means the real property and improvements placed within the boundaries of any Lot.

Section 2.10. "Lot" refers to any numbered plot of land shown on the recorded subdivision Plats, as amended from time to time, with the exception of the Common Areas.

Section 2.11. "Member" means the owner of a Lot whose Membership in the Association is appurtenant to his/her ownership of the Lot; who is entitled to use and enjoy the Common Areas; and who is obligated to pay assessments to the Association.

Section 2.12. "Mortgage" means any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 2.13. "Owner" refers to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Properties, including a buyer under a contract for the sale of real estate, but excluding persons holding an interest merely as security for the performance of an obligation.

Section 2.14. "Person" includes a corporation, company, partnership, trust, firm, association or society, as well as a natural person.

Section 2.15. "Plats" and "Properties" refer to the following maps of record

recorded in the Office of the Pima County Recorder:

- a. Lots 1 through 65 and Common Natural area "A" and recreational area (Common Area "C") in Book 29 at Page 20 of Maps and Plats.
- b. Lots 66 through 100 and Common Natural area "D" and private streets, Common area "E" in Book 29 at Page 40 of Maps and Plats.
- c. Lots 101 through 158, Common Natural area "F" in Book 30 of Maps and Plats at Page 41 and previously recorded Common Natural area "A" and recreational area (Common Area "C") as recorded in Book 29 at Page 20 of maps and plats and Common Natural area "D" as recorded in Book 29 at Page 40 of Maps and plats and all common areas, common natural areas and recreational areas.
- d. Lots 159 through 224 and Common Area "C": Book 31 of Maps and Plats at Page 15 and as previously recorded Common Natural Area "A" and recreation area (Common Area "C") as recorded in Book 29, Page 20 of Maps and Plats; and Common Natural Area "D" as recorded in Book 19 at Page 40 of Maps and Plats and previously recorded Common natural Area "F", as recorded in Book 30 at Page 41 of Maps and Plats and all common areas, common natural areas and recreational areas.
- e. Canyon Ranch Estates, Lots 1 through 19 in Book 38 at Page 27 of Maps and Plats.

Section 2.16. "Rules and Regulations" means those policies and procedures adopted by the Board of Directors to govern the conduct and actions of owners, tenants, visitors, contractors, and guests on Lots and Common Areas not otherwise covered in this Declaration.

Section 2.17. "Special Assessment" refers to those assessments which the Association may levy under the provisions of these Bylaws.

ARTICLE III MEMBERSHIP IN THE ASSOCIATION AND VOTING

Section 3.1. Membership.

3.1.1. Qualification. Each Owner of a Lot, upon recordation of a deed to that Lot, is automatically a Member of the Association. No Owner shall have more than

one Membership for each Lot owned.

3.1.2. Transfer of Membership. Membership of each Owner in the Association is appurtenant to ownership of the Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of ownership to the Lot, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall automatically transfer said Membership to the new Owner thereof.

Section 3.2. Voting Rights. Each Member is entitled to one vote for each Lot owned for which assessments are paid. When more than one person holds an interest in the Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners thereof determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 3.3. Suspension of Voting and other Rights.

3.3.1. The Association can suspend the right of an Owner, his/her family, or his/her lessees or tenants, to use the recreational facilities for any period during which any assessment against a Lot remains unpaid or for any violation of the By-laws or the Rules and Regulations of the Association.

3.3.2. The Association may also suspend the voting rights of any Owner for any period in which the assessment against the Lot remains unpaid or for any violation of the provisions of these Bylaws or the Rules and Regulations of the Association.

IV MEETINGS OF MEMBERS

Section 4.1. Annual Meetings. The annual meeting of the Members shall be held in the first quarter of the fiscal year.

Section 4.2. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least ten (10) days before the meeting to each Member entitled to vote, addressed to the Member's address which appears on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4.3. Agenda. The agenda for the annual meeting shall include the election of Board Members to fill the expired terms of the previous years' Directors; the presentation of the next fiscal year's operating budget and the previous fiscal year's financial report.

Section 4.4. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of twenty-five (25%) of the Members who are entitled to vote.

Section 4.5. Quorum. For a quorum to be present at any meeting, twenty-five percent (25%) of the Members entitled to vote, in person or by proxy, must be present. If a quorum is not present, in person or by proxy, the Members entitled to vote shall adjourn the meeting to another date and time, without providing any other notice to the Members other than making an announcement at the meeting of the new date and time. The Members may continue to adjourn the meeting and reset it to another date and time until a quorum is present.

Section 4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least three business days prior to the time set for the meeting. Proxies shall expire when the meeting is adjourned.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.1. Number. The affairs of this Association shall be managed by a Board of not less than seven (7) nor more than fifteen (15) Directors, who must be Members of the Association. In the event that the number of Directors to be elected is changed, there shall always be an odd number of Directors. Each year at least sixty days prior to the date of the annual meeting, the Board of Directors shall vote to increase or decrease the number of Directorships.

Section 5.2. Qualifications of Directors. Only those Members who are in good standing which includes being current in the payment of any sums to the Association, are qualified to serve as Directors. Only one Member from each Lot may serve as a Director.

Section 5.3. Term of Office. The Directors shall be elected at the annual meeting of the Members for a term of office of two (2) years. The terms shall be staggered.

Section 5.4. Removal. Any Director may be removed from the Board by a majority vote of the Members of the Association, voting in person or by proxy at any special meeting of the Association held for that purpose. If the Members desire to remove a Director, they must submit a petition signed by the Owners of at least 25% of the Lots. The petition must be submitted to the Secretary, who shall be responsible for determining the date and time of the special meeting and sending notices of the meeting to the Members. Any Director whose removal has been proposed shall be entitled to address the Members prior to the vote on the removal. In the event of the removal of a Director, his/her

successor shall be selected by the vote of the Members at the meeting and such successor shall be elected to fill the unexpired term of the Director who was removed.

Section 5.5. Replacement of Directors. In the event of the death or resignation of a Director, his/her successor shall be appointed by the remaining Directors to serve for the unexpired term. In the event that any Director is absent from three (3) consecutive Board meetings, without being excused by the President, for good cause, shall be deemed to have resigned from office and his/her successor shall be appointed to fill the unexpired term.

Section 5.6. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expense incurred in the performance of his/her duties. Directors will be reimbursed for any out-of-pocket funds used to pay for previously approved services or materials needed in conducting association business.

Section 5.7. Action Without a Meeting. The Directors may take any action in the absence of a meeting which could have been taken at a meeting by obtaining the written approval of all the Directors. Such action has the same effect as though taken at a meeting of the Directors.

Section 5.8. Successive Terms. No Member may serve more than two consecutive two-year terms.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 6.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chair, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall accept or reject nominations for election to the Board of Directors. Nominations must be made from among Members.

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot. All ballots will be tabulated at the meeting by tellers appointed from among the Members. At the election, Members or their proxies may cast, one vote for each vacant position. Members receiving the most votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETINGS OF DIRECTORS

Section 7.1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least six (6) times per year, at such date, place and hour as may be determined by the Board.

Section 7.2. Special Meetings. Special Meetings of the Board of Directors shall be held when called for by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director. In the event of an emergency where the safety of personnel or property is in jeopardy, a same day meeting may be called by telephone by any one (1) Director of the Association.

Section 7.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Any decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 7.4. Attendance of Members at Board Meetings. In accordance with the provisions of A.R.S. Section 33-1804, the meetings of the Board of Directors shall be open to the Members of the Association.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary, and a treasurer, who shall at all times be Members of the Board of Directors, and such other offices as the Board may from time to time by resolution, create.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following the annual meeting of the Members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he/she resigns or is removed or is otherwise disqualified to serve prior to the expiration of the term of office.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from

office by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice of resignation. Unless otherwise specified in the notice, the acceptance of a Board Member's resignation is not necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 8.7. Multiple Offices. No person shall simultaneously hold more than one office.

Section 8.8. Duties. The duties of the officers are as follows:

a. President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and agreements and shall co-sign all promissory notes.

b. Vice President: The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; provide notice or direct that notice of meetings of the Board and of the Members be mailed in accordance with the provisions of these Bylaws; keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

d. Treasurer: The treasurer shall receive and deposit [or direct the receipt and deposit in the event that a manager has been appointed by the Board of Directors] in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; shall co-sign with the President, all promissory notes of the Association; insure that all checks of the Association are signed by the Board Members; keep proper books of account, cause an annual review of the Association books to be made by an independent accountant at the completion of each fiscal year; and with the Finance Committee, prepare an annual operating budget and a statement of income and expenditures to be presented to the Members at its regular annual meeting, and deliver a copy of each to the Members. The Treasurer shall work with the management company and ensure that its performance is in accordance with the terms of the management contract.

ARTICLE IX COMMITTEES

Section 9.1. Architectural Committee. The architectural committee shall be comprised of three (3) or more representatives appointed by the Board. The committee shall be responsible for reviewing and approving all plans and specifications for the construction, installation or fabrication, of any improvements on the Lot. Improvements includes any building, fence, wall, or other structures. It also includes any exterior addition to, or change in, or alteration of a Dwelling Unit or the exterior color scheme, roof or finish on the Dwelling Unit. Plans and specifications shall show the nature, kind, shape, height, materials, and location of the proposed addition or modification. In evaluating and approving such plans, the Committee shall consider the harmony of external design and location of the proposed addition or modification in relation to surrounding structures on that Lot and on adjacent lots and the topography of the Lot and adjacent lots.

Section 9.2. Appointment of Additional Committees and the Chairs of such Committees. The Board of Directors, at its option, has the right to form committees to assist it in the performance of its responsibilities. In the event that Board determines that such committees are necessary the President shall appoint the Chair to each such Committees. The Committees which the Board may form are as follows:

9.2.1. Finance Committee. The Treasurer shall chair the Finance Committee. The Finance Committee shall assist the Treasurer in collecting and investing funds, preparing the annual operating budget; evaluating the insurance obtained by the Association and advising the Board of Directors on insurance coverage and premiums.

Section 9.2.2. Maintenance Committee. The Maintenance Committee shall supervise the maintenance of the common areas and other property, except for the swimming pool, which shall be the responsibility of the Pool Committee. The Maintenance Committee may delegate all or any portion of its responsibilities to the Management Company. If the management contract provides that the management company is to undertake some of the maintenance responsibilities then the Maintenance Committee shall be responsible for ensuring that the management company satisfactorily performs such duties.

Section 9.2.3. Pool Committee. The Pool Committee shall supervise the swimming pool, including health and safety measures, selection of life guards, if any, and litter and pest control. This Committee shall evaluate the costs of maintaining the swimming pool and post schedules for the optimum use of the heating equipment. The Pool

Committee shall promulgate pool rules and distribute the rules to the Members as well as post such rules at the swimming pool. The Pool Committee shall make periodic inspections of the pool equipment and report the need for repairs to the Board of Directors. The Pool Committee may delegate all or any portion of its responsibilities to the Management Company. If the management contract provides that the management company is to undertake some of the Pool Committee's responsibilities then the Pool Committee shall be responsible for ensuring that the management company satisfactorily performs such duties.

Section 9.2.4. Recreation Center Committee. The Recreation Center Committee shall supervise the use and access to the recreation center and ensure its proper maintenance and cleanliness. This Committee shall promulgate the recreation center policies and procedures and distribute such procedures to the Members. The Committee shall also post the procedures at the recreation center. The Recreation Center Committee may delegate all or any portion of its responsibilities to the Management Company. If the management contract provides that the management company is to undertake some of the responsibilities of the Recreation Center Committee then that Committee shall be responsible for ensuring that the management company satisfactorily performs such duties.

Section 9.2.5. Tennis Committee. The Tennis Committee shall supervise the use of and access to the tennis courts, facilities. It shall also recommend repairs and improvement to those facilities, prepare and post the rules applicable to the use of the tennis facilities and distribute such rules to the Members at least one time per year.

Section 9.2.6. Bylaw Committee. The Bylaw Committee shall review the minutes of the Members' and Board of Directors' meetings as well as the Bylaws on an annual basis. Based on this review the Bylaw Committee shall make recommendations to the Board of Directors on proposed revisions to the Bylaws.

Section 9.3. Other Committees. The Board of Directors shall appoint any other committees which it deems appropriate in carrying out the purposes of this Association.

ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 10.1. Powers. The Board of Directors has all of the powers of a Board of Directors of an Arizona non-profit corporation, subject only to those limitations set forth in the Association's Articles of Incorporation and these By-Laws. The Board has the power to do any and all lawful acts which may be authorized by the Articles and these By-Laws and any acts which may be necessary or incidental to the exercise of any of the express powers of the Association. In addition to any other powers, the Board of Directors has the specific power to:

- a. employ a manager, an independent contractor, or any employees which the Board deems necessary, and to prescribe their duties.
- b. grant easements over, across or under the Common Areas for public utilities, ingress, egress and such other purposes as may be deemed advisable by the Board.

Section 10.2. Duties. The Board of Directors has the duty to:

- a. Prepare an annual operating budget at least thirty days prior to the date of the annual meeting. The budget shall include reserves for capital items and shall be presented to the Members at the annual meeting;
- b. Set the amount of the annual assessment against each Lot at least thirty (30) days prior to January 1 of each year, based upon each Lot's prorata share of the operating budget;
- c. Send written notice of the amount of the Annual Assessment to every Owner at least thirty (30) days prior to January 1 of each year;
- d. Record a lien against any Lot for which assessments are not paid within thirty (30) days after their due date and/or bring an action at law against the Owner personally obligated to pay the assessments provided such action is cost effective in the sole discretion of the Board of Directors;
- e. Provide, upon a request by any Lot Owner, or his/her agent, a certificate setting forth whether or not any assessment has been paid. The Board may charge a reasonable fee for the

issuance of the certificate.

- f. Procure and maintain insurance as follows:
- 1) Fire and extended coverage insurance on all improvements in the common areas with the amount of such insurance being sufficient to cover the replacement costs of such improvements;
 - 2) Bodily injury insurance with limits of not less than one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, insuring against liability for bodily injury or death arising out of the activities of the Association or on the Common Areas;
 - 3) Property damage liability insurance of not less than five hundred thousand dollars (\$500,000.00), insuring against liability for property damage arising from the activities of the Association or on the Common Areas;
 - 4) Worker's compensation insurance to the extent necessary to comply with applicable laws;
 - 5) Officers and directors liability Insurance;
 - 6) Fidelity insurance;
 - 7) Any other insurance which the Board of Directors deems appropriate.
- g. Receive insurance proceeds for the benefit of the Members and use such proceeds to restore any damaged property;
- h. Maintain, manage, and repair the Common Areas, including the landscaping, lighting, and recreational areas and facilities, together with all furniture and equipment owned by the Association;
- i. Instruct and supervise the committees formed by the Board of Directors;
- j. Pay all taxes due on property owned by the Association;

- k. Pay all utilities which service the Common Areas.
- l. Establish and levy special assessments pursuant to Section 12.4.

Section 10.3. Rules and Regulations. The Board of Directors has the power to adopt and publish rules and regulations which govern the use of the Common Areas and the conduct of the Owners which affects the other Owners, and to impose sanctions for violations of such Rules and Regulations. Rules and Regulations adopted by the Association shall be binding on all the Members of the Association, including the Members of their family, their guests, tenants, licensees and invitees.

Section 10.4. Liability of Board Members. No Member of the Board of Directors shall be personally liable to any Member or his/her assigns for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, its representatives or employees provided that such Board Member has, upon the basis of such information as may be possessed by him/her, acted in good faith.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association are available for inspection by any Member. Any Member desiring to review such books and records must provide a written request setting forth the proper purpose for the inspection. Upon receipt of the request, the Member shall be entitled to inspect such records during reasonable business hours and to have copies made of any documents, at the Member's expense. The Articles of Incorporation and the Bylaws of the Association are available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII ASSESSMENTS

Section 12.1. Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, upon the recordation of a deed to any Lot, whether or not it is stated in the deed, covenants and agrees to pay to the Association: (1) Annual Assessments or charges, and (2) Special Assessments. All assessments, together with interest, late fees, costs, and reasonable attorneys' fees, shall be charged against the Lot and shall be a continuing lien upon the Lot. Delinquent assessments, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless assumed by them.

Section 12.2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Members and their guests; for the improvement and maintenance of the Common Areas; for the payment of all expenses and charges which are the responsibility of the Association; and for all other purposes set forth in the Articles of Incorporation and Bylaws of the Association.

Section 12.3. Annual Assessment.

12.3.1. Annual Assessment. The Board of Directors shall determine the amount of the annual assessments, based upon the operating budget of the Association, including appropriate reserves.

12.3.2. Notification to Owners of Annual Assessments. The Board shall provide notice to the Owners of any change in the amount of the Annual Assessment at least thirty (30) days prior to January 1 of each year. The Board of Directors may determine that the Annual Assessment is payable in equal monthly installments, or on any other periodic basis.

Section 12.4. Special Assessments. Special Assessments may be levied in addition to Regular Assessments for (1) constructing capital improvements; (2) correcting an inadequacy in the current operating account; (3) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Areas; or (4) paying for such other matters as the Board may deem appropriate.

Section 12.5. Rates of Assessment. All Assessments shall be set at a uniform rate for all Lots.

Section 12.6. Effect of Nonpayment of Assessments; Remedies of the Association. In addition to all other remedies provided by law, the Association, or its authorized representative, may enforce the obligations of any Owner to pay assessments in any manner provided by law or by either or both of the following procedures:

a. By Suit. The Association may commence and maintain a suit at law against any Owner personally obligated to pay assessments. The suit shall be maintained in the name of the Association. Any judgment rendered in such action shall include the amount of the delinquency, additional charges and any other amounts as the court may award, including reasonable attorneys' fees. A proceeding to recover a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the lien established herein.

b. By Lien. To perfect its lien, the Association shall record a Notice

of Lien in the Office of the Pima County Recorder. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all the Owners. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages. The lien for assessments shall constitute a lien on each respective Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage or deed of trust.

Section 12.7. Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any assessments, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur or levy in the process of collecting monies due and delinquent from the Owner. All additional charges shall be included in any judgment in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a reimbursement assessment. Additional charges shall include, but not be limited to, the following:

a. **Attorneys' Fees.** Reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any assessment or sum due, including the placement of the lien, or the filing of a suit or otherwise;

b. **Late Charges.** A late charge, in an amount to be determined by the Board, to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due; provided, however, that such late charge shall not exceed ten percent (10%) of the delinquent assessment or Fifteen and No/100 Dollars (\$15.00) per month, whichever is greater;

c. **Costs of Suit.** Costs of suit and court costs incurred as are allowed by the Court;

d. **Interest.** Interest on all sums due from the Owner including the delinquent assessment, reasonable costs of collection, reasonable attorneys' fees and late charges, at an annual percentage rate to be established by the Board, commencing thirty (30) days after the assessment becomes due. The interest rate shall be determined, from time to time, by the Board of Directors.

e. **Other.** Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

Section 12.10. Application of Payments. All payments received by the Association shall first be applied to delinquent assessments and late charges, then to any collection costs and attorneys' fees incurred and then to any accrued interest.

Section 12.11. Release of Lien. Upon payment of delinquent assessments and any other charges imposed by the Association, the Association shall record a release of any recorded lien.

Section 12.13. Exemptions.

12.13.1. Assessments on Unimproved Lots. In the event that any Owner has constructed a residence on more than one lot, that Owner shall only be charged an assessment on one of the Lots and shall only be entitled to one vote. In the event that any Owner owns a Lot on which no residence has been constructed, that Owner shall not be obligated to pay assessments until a residence has been constructed on the Lot. That Owner shall also not be entitled to vote until the residence is completed.

12.13.2. No Exemption for any Other Reason. No Owner is exempt from liability for the payment of assessments because he/she does not use or enjoy the Common Areas, or has abandoned his/her Lot, or for any other reason, including any allegation that the Board of Directors is not performing its obligations and duties.

Section 12.14. Subordination of the Lien to Mortgages. The lien for assessments is subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer of any Lot shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12.16. Reserves. The reserves which are collected as part of the Regular Assessments shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are collected. Such reserves shall be deemed a contribution to the capital account of the Association by the Owners and once paid, no Owner shall be entitled to any reimbursement for funds paid. The responsibility of the Board shall be only to provide for such reserves as the Board in good faith deems reasonable, and no Member of the Board is liable to any Owner or to the Association if the amount in the reserve account proves to be inadequate.

ARTICLE XIII AMENDMENTS

These By-Laws may be amended by a vote of a majority of the Board of Directors. To be effective, the amendment must be signed by the President and Secretary of the Association. All Amendments must be consistent with any recorded Declaration and Articles of Incorporation of the Association. These Bylaws may also be amended by the majority of a quorum of Members present at a general or special meeting of the

Association, provided that notice of such amendment or amendments is given to the Members of the corporation at least fifteen days prior to the meeting.

ARTICLE XV
MISCELLANEOUS

Section 15.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on December 31 of every year.

Section 15.2. Notices.

a. Any notice required by these Bylaws to be given, shall be in compliance with these Bylaws if in writing and delivered to the person intended by hand or deposited in the U.S. Mail.

b. When any notice is required to be given under the provisions of the Articles of Incorporation or these Bylaws, a waiver of that notice, in writing, signed by the person or persons entitled to that notice, whether before or after the time stated therein, shall be the equivalent of delivering timely notice to such person.

DATED: March 28, 1997

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: Roger T. Margolis

Its: President

IN WITNESS WHEREOF, the undersigned parties, being the President and Secretary of the Association, by executing this Restatement of the By-Laws of the Sabino Vista Hills Neighborhood Association this 28 day of March, 1997, certify that such Restated By-laws were approved by the vote of a majority of a quorum of Directors, at the meeting held on _____, 1997.

By [Signature]
President

By Margaret Cambridge
Secretary

STATE OF ARIZONA]
] ss.
COUNTY OF PIMA]

The Amended By-laws were acknowledged before me this 28 day of March, 1997, by Roger J. Margolis and Margaret (Peggy) Cambridge President and Secretary respectively, of Sabino Vista Hills Neighborhood Association, an Arizona corporation, for and on behalf of the corporation.

Luinda Denton
Notary Public

My Commission Expires:

4-17-99

March 10, 1997

9-27-05

AMENDMENTS TO RESTATED BYLAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

WHEREAS, Article XIII of the Bylaws of Sabino Vista Hills Neighborhood Association, adopted on February 15, 1997, states:

These By-Laws may be amended by a vote of a majority of the Board of Directors. To be effective, the amendment must be signed by the President and Secretary of the Association.

WHEREAS, the undersigned President and Secretary of Sabino Vista Hills Neighborhood Association, attest that a majority of a quorum of the Board of Directors voting at the Board meeting held on Sept 27, 2005 have approved the following Amendments to the Restated Bylaws for Sabino Vista Hills Neighborhood Association.

NOW THEREFORE, the Restated Bylaws adopted on February 15, 1997 are amended as follows:

1. Section 4.6 states:

Section 4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least three business days prior to the time set for the meeting. Proxies shall expire when the meeting is adjourned.

Section 4.6 is deleted in its entirety and the following new Section 4.6 is substituted in its place:

Section 4.6. Voting.

A. Votes cannot be cast pursuant to a proxy. The Association will provide for votes to be cast in person and by absentee ballot and may provide for voting by some other form of delivery. Any action taken at an annual, regular or special meeting of the members must comply with all of the following if absentee ballots are used:

1. The absentee ballot must set forth each proposed action.
2. The absentee ballot must give the Member the opportunity to vote for or against each proposed action.
3. The absentee ballot is valid for only one specified election or meeting of the members and expires automatically after the

157500 000000

completion of the election or meeting.

- 4. The absentee ballot must specify the time and date by which the ballot must be delivered to the board of directors in order to be counted, which must be at least seven days after the date that the board delivers the absentee ballot to the member.
- 5. The absentee ballot cannot authorize another person to cast votes on behalf of the member.

B. Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.

2. Section 5.8 states:

Section 5.8. Successive Terms. No Member may serve more than two consecutive two-year terms.

Section 5.8 is deleted and the following is substituted in its place:

Section 5.8. Successive Terms. There are no limitations on the number of terms which a director may serve, so long as that director is validly elected according to the procedures set forth in these Bylaw.

3. Section 6.1 states:

Section 6.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chair, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall accept or reject nominations for election to the Board of Directors. Nominations must be made from among Members.

Section 6.1 is deleted and the following new Section 6.1 is substituted in its place:

Section 6.1. Nomination. Nomination for election to the Board of Directors will be made by a Nominating Committee appointed by the Board at least six months prior to the annual meeting of the members. The Nominating Committee will consist of three persons, one of whom is a Board member and the other two who are Members of the Association.

11/11/2020 10:11:11 AM

The Nominating Committee will prepare a slate of candidates to be on the ballot and present the slate to the Board at least 60 days before the annual meeting of the Members and the Board will provide notice of the candidates at least 30 days before such annual meeting.

4. Section 6.2 states:

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot. All ballots will be tabulated at the meeting by tellers appointed from among the Members. At the election, Members or their proxies may cast, one vote for each vacant position. Members receiving the most votes shall be elected. Cumulative voting is not permitted.

Section 6.2 is amended to state:

Section 6.2. Election. Election to the Board of Directors will be by secret written ballot. Tellers appointed from among the Members will tabulate the ballots at the meeting. At the election, Members may cast one vote for each vacant position. Cumulative voting is not permitted. Members receiving the most votes will be elected to the Board. The Board will notify the Members of the results of the election within 30 days after the meeting to enable the tellers to certify the votes.

5. Where there are provisions in the Bylaws permitting votes to be cast by a proxy, the right to vote in such manner is deleted and all votes previously permitted to be cast by proxy will be cast in person or by an absentee ballot.

All other terms and conditions of the Restated Bylaws will remain in full force and effect.

Approved by the Directors on Sept. 27, 2005.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: Les Smith
Its: President

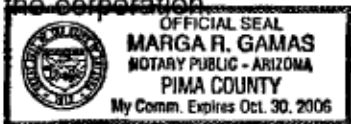
12/5/05 08:47

IN WITNESS WHEREOF, the undersigned parties, being the President and Secretary of the Association, by executing this Restatement of the Bylaws of the Sabino Vista Hills Neighborhood Association this 3 day of Oct, 2005, certify that such Restated Bylaws were approved by the vote of a majority of a quorum of Directors, at the meeting held on 9/27/, 2005.

By [Signature] President By Margaret A Cambridge Secretary

STATE OF ARIZONA]
] ss.
COUNTY OF PIMA]

3 These Amendments to the Restated Bylaws were acknowledged before me this 3 day of October 2005, by Margaret A. Cambridge, President and Secretary respectively, of Sabino Vista Hills Neighborhood Association, an Arizona corporation, for and on behalf of the corporation.



Marga R. Gamas
Notary Public

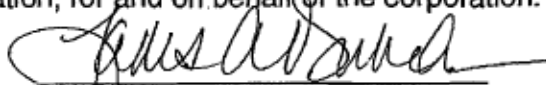
Only notarized Margaret A. Cambridge's signature.

My Commission Expires:
Oct 30, 2006

CONFIDENTIAL

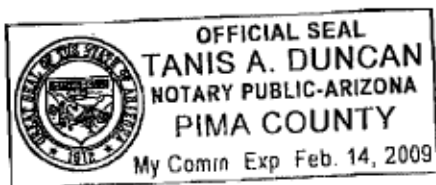
STATE OF ARIZONA]
] ss.
COUNTY OF PIMA]

These Amendments to the Restated Bylaws were acknowledged before me this 2nd day of March, 2006, by Les Smith, President of Sabino Vista Hills Neighborhood Association, an Arizona corporation, for and on behalf of the corporation.



Notary Public

My Commission Expires:



NOTARY PUBLIC

7-16-10 signed

**AMENDMENT TO RESTATED BY-LAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION**

WHEREAS, Article XIII of the By-laws of Sabino Vista Hills Neighborhood Association, adopted on February 15, 1997, states:

These By-Laws may be amended by a vote of the majority of the Board of Directors. To be effective, they must be signed by the President and Secretary of the Association.

WHEREAS, the undersigned President and Secretary of Sabino Vista Hills Neighborhood Association, attest that a majority of a quorum of the Board of Directors voting at a Board meeting held on February 23, 2010 have approved the following amendment to the Restated By-Laws for Sabino Vista Hills Neighborhood Association.

NOW THEREFORE, the Restated By-Laws adopted on February 15, 1997 are amended as follows:

Section 5.8 (amended September 27, 2005) states:

Section 5.8. Successive Terms. There are no limitations on the number of terms which a director may serve, so long as that director is validly elected according to the procedures set forth in these By-Laws.

Section 5.8 as previously amended is deleted and the following is substituted in its place:

Section 5.8 Successive Terms. No member may serve more than two consecutive two-year terms

All other terms and conditions of the Restated By-Laws will remain in force and effect.

Approved by the Directors on February 23, 2010.

SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION

By: Lloyd B. Sydney

Its: President

IN WITNESS THEREOF, the undersigned parties, being the President and Secretary of the Association, by executing this amendment to the Restatement of the Sabino Vista Hills Neighborhood Association this 16 day of JULY 2010 certify that this amendment was approved by a majority of a quorum of Directors at the meeting held on February 27, 2010.

**AMENDMENT TO RESTATED BY-LAWS OF
SABINO VISTA HILLS NEIGHBORHOOD ASSOCIATION**

By: [Signature]
President

By: Margaret Cambridge
Secretary

STATE OF ARIZONA

COUNTY OF PIMA

This amendment to the Restated By-laws were acknowledged before this 16 day of July, 2010 by Lloyd Sydney, President and Margaret Cambridge, Secretary of Sabino Vista Hills Neighborhood Association, an Arizona Corporation, for and on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: April 27, 2014

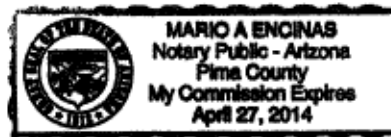


EXHIBIT E

BALLOTS

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabine Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------|---|
| ✓ | I hereby indicate that I <u>approve</u> the proposed Amendment to the Declaration. |
| _____ | I hereby indicate that I <u>do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 22, 2020

RECORD OWNER(S):

Maria E. Sanchez
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Maria Elsa Sanchez
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 21 and property address:

1375 N. Fernhill Cir
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giacomda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 22, 2020

RECORD OWNER(S):

JANICE E. VARELA
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable - see Note above)

Maria Elsa Sanchez
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 02 and property address:
4375 N. FERNHILL CIR
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

I hereby indicate that I approve the proposed Amendment to the Declaration.

I hereby indicate that I do not approve the proposed Amendment to the Declaration.

You may mail this Ballot to the Association c/o the Association's manager, ~~Shaw~~ Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 24, 2020

RECORD OWNER(S):

Betty J. Sternberg
Owner's/Entity's Name(s) (Please Print)

Betty Sternberg
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 03 and property address:

4325 North Fernhill Circle
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION



I hereby indicate that I approve the proposed Amendment to the Declaration.

I hereby indicate that I do not approve the proposed Amendment to the Declaration.

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6 26, 2020

RECORD OWNER(S):

Leslie S. Dearman
Owner's/Entity's Name(s) (Please Print)

X [Signature]
Owner's Signature (and capacity if applicable - see Note above).

Kristine S. Dearman
Additional Owner's Name (if any)

X [Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 4 and property address:

430 N. Fernhill Cir
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED
July 9, 2020 at 6:21:20 AM MST

REMOTE CSID
5208862665

DURATION
197

PAGES
3

STATUS
Received

Jul 10 20, 06:15a

WWB

5208862665

p.1

2020/07/08 11:55:40 4 /6

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION:

| | |
|-------|---|
| ✓ | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| _____ | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/10, 2020

RECORD OWNER(S):

W.W. BUSHMAN

Owner's/Entity's Name(s) (Please Print)

Owner's Signature (and capacity if applicable—see Note above)

KARLTON A. BENEY

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 05 and property address:

4275 N. Fernhill Circle
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

2020/07/08 11:55:40 5 /6

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|---|---|
| ✓ | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| ✗ | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/7/20, 20

RECORD OWNER(S):

Owner's/Entity's Name(s) (Please Print)

W W BOXEMAN

Owner's Signature (and capacity if applicable—see Note above)

KATHERINA A. HANER

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 06 and property address:

4251 N. Fernhill Circle

Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

2020/07/08 11:55:40 6 /6

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giacóna Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/7/20, 20

RECORD OWNER(S):

WAYNE BIRKMAN
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

KATHARIN A. HENRI
Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 07 and property address:

4251 N. Fernhill Circle
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I <u>approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I <u>do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 29, 2020

RECORD OWNER(S):

RONALD A. KLINE

Owner's/Entity's Name(s) (Please Print)

Ronald A. Kline

Owner's Signature (and capacity if applicable—see Note above)

DENISE A. KLINE

Additional Owner's Name (if any)

Denise A. Kline

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 08 and property address: 1445869 acc #

4220 N. Fenwick Circle

Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

2

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I <u>approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I <u>do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 29, 2020

RECORD OWNER(S):

RONALD A. KLINE

Owner's/Entity's Name(s) (Please Print)

Ronald A. Kline

Owner's Signature (and capacity if applicable—see Note above)

DENISE A. KLINE

Additional Owner's Name (if any)

Denise A. Kline

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 09 and property address:

1445870 acc #

4220 N. FERNHILL CIRCLE

Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

2

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners"), an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

I hereby indicate that I approve the proposed Amendment to the Declaration.

I hereby indicate that I do not approve the proposed Amendment to the Declaration.

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giacomini Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6-24- 2020

RECORD OWNER(S):

J.A. Crane Condominium
Owner's Entity Name(s) (Please Print)

as Co-Owner: Derek Crane

Owner's Signature (and capacity, if applicable - see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No: 10 and property address:

6200 E. Canyon in RD
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I <u>approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I <u>do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6-30, 2020

RECORD OWNER(S):

Steven Ferntopf
Owner's/Entity's Name(s) (Please Print)

Steven Ferntopf
Owner's Signature (and capacity if applicable—see Note above)

Robyn Ferntopf
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 11 and property address:
8275 E Canyon Side Road
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

I hereby indicate that I approve the proposed Amendment to the Declaration.

I hereby indicate that I do not approve the proposed Amendment to the Declaration.

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 28, 2020

RECORD OWNER(S):

Charles & Maria Komadina Living Trust
Owner's/Entity's Name(s) (Please Print)

Charles W. Komadina

Owner's Signature (and capacity if applicable—see Note above)

Maria Komadina
Additional Owner's Name (if any)

Maria Komadina
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 12 and property address:

8301 E. Canyon Side Rd.
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 7/3/2020, 20

RECORD OWNER(S):

Kerry Dinsmore
Owner's/Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Carole Dinsmore
Additional Owner's Name (if any)

[Signature]
Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 13 and property address:

4321 N. Larrea Ln.
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that I <u>approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that I <u>do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giacenda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: July 8, 2020

RECORD OWNER(S):

Flippert WTX
 Owner's Entity's Name(s) (Please Print)

[Signature]
 Owner's Signature (and capacity if applicable—see Note above)

Philip Nenon - side principal
 Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 14 and property address:
4341 N. Latta Lane
 Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

PMN Approval based on understanding from 7/8/20 email clarification related to exact location of easement access on Latta Lane

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------|---|
| ✓ | I hereby indicate that I <u>approve</u> the proposed Amendment to the Declaration. |
| _____ | I hereby indicate that I <u>do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 27, 2020

RECORD OWNER(S):

Kenneth R Smith Rev. Trust
Owner's/Entity's Name(s) (Please Print)

KR Smith
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 15 and property address:

4381 N. Larras Lane
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES BALLOT FOR AMENDMENT OF DECLARATION

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------|--|
| ✓ | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| _____ | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: June 27, 2020

RECORD OWNER(S): Kenneth R Smith Rev. Trust
Owner's/Entity's Name(s) (Please Print)

KR Smith
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION: Lot No. 16 and property address:
4381 N Carrea Lane
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I hereby indicate that <u>I approve</u> the proposed Amendment to the Declaration. |
| <input type="checkbox"/> | I hereby indicate that <u>I do not approve</u> the proposed Amendment to the Declaration. |

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 29 JUN, 2020

RECORD OWNER(S):

RICHARD CAMMOUR

Owner's/Entity's Name(s) (Please Print)

Richard Cammour for CAMMOUR FAM REV TRUST
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 17, (16) and property address:

8351 E Canyon Side Rd
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

_____ I hereby indicate that I approve the proposed Amendment to the Declaration.

_____ I hereby indicate that I do not approve the proposed Amendment to the Declaration.

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 29 July, 2020

RECORD OWNER(S):

RICHARD CARROLL

Owner's/Entity's Name(s) (Please Print)

Richard Carroll for Shamona Farm Rev Trust
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 18 and property address:

8351 E Canyon Side Rd
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.

**OWNERS OF LOTS IN CANYON RANCH HILLS ESTATES
BALLOT FOR AMENDMENT OF DECLARATION**

The Sabino Vista Hills Estates Neighborhood Association ("Association") has proposed for approval by the owners of lots in Canyon Ranch Hills Estates ("Owners") an amendment to the Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates, recorded on December 12, 1984 in the Pima County Recorder's Office at Docket 7428, page 1021 ("Declaration") as set forth in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Ranch Hills Estates ("Amendment"). The text of the Amendment is provided along with this Ballot for your consideration. Please use this Ballot to indicate your approval or disapproval of the proposed Amendment by marking the appropriate space below, completing this form, and returning the Ballot to the Association as indicated below.

AMENDMENT TO THE DECLARATION

I hereby indicate that I approve the proposed Amendment to the Declaration.

I hereby indicate that I do not approve the proposed Amendment to the Declaration.

You may mail this Ballot to the Association c/o the Association's manager, Shaw Douglas, AAM, LLC, at 215 W. Giaconda Way, Ste. 161, Tucson, AZ 85704.

PLEASE NOTE: If you own your Lot in the name of a trust, partnership, corporation or other entity, you must indicate the name of the entity on the first line and the capacity in which you are signing on behalf of such entity on the first line, e.g. XYZ Trust, by Jane Doe, Its Trustee. If more than one person owns the Lot, both/all owners must sign this form.

Date Signed: 6/20, 2020

RECORD OWNER(S):

Gary Shifman
Owner's Entity's Name(s) (Please Print)

[Signature]
Owner's Signature (and capacity if applicable—see Note above)

Additional Owner's Name (if any)

Additional Owner's Signature (if any)

PROPERTY DESCRIPTION:

Lot No. 19 and property address:

8375 E. Canyon Side Rd.
Tucson, AZ

You may only use this form to indicate the vote for one Lot. If you own multiple Lots, you must submit a completed form for each lot.