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SUN CITY ORO VALLEY
1565 E RANCHO VISTOSO BLVD
ORO VALLEY AZ 85755

3rd Amended Master Declaration



Adopted by the Voting Membership of the Association on March 26, 2019

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3rd AMENDED MASTER DECLARATION

WHEREAS, the Sun City Oro Valley Master Declaration recorded in the office of the Recorder for Pima County, Arizona at Sequence No. 20171100130 (Master Declaration) governs the property legally described in Exhibit A (Property);

WHEREAS, the Master Declaration provides in Article 9.2 that its provisions may be amended with the approval of a majority of the total votes in the Association or two-thirds of those Members voting on the matter, whichever is less;

NOW, THEREFORE, at least two-thirds of those Members voting on the matter have approved this 3rd Amended Master Declaration, as set forth in the Certificate of Amendment attached hereto as Exhibit B, which shall supersede and replace the Master Declaration in its entirety and shall run with Property. Any reference to the Master Declaration in any Tract Declaration shall refer to this document, as same may be amended from time to time.

ARTICLE 1 DEFINITIONS

- Section 1.1** **Annual Homeowner Fee** is the fee levied by the Association pursuant to Article 3, Section 3.1.
- Section 1.2** **Architectural Review Committee** is the committee as established in Article 5 of this Master Declaration.
- Section 1.3** **Assessment** shall mean any of the fees and assessments levied pursuant to Article 3.
- Section 1.4** **Asset Reserve Fund** shall mean the fund established to accumulate financial resources to pay the major repair or replacement costs for existing capital assets.
- Section 1.5** **Association** shall mean Sun City Oro Valley Community Association, Inc., an Arizona nonprofit corporation.
- Section 1.6** **Board** shall mean the Board of Directors of the Association.
- Section 1.7** **Capital Contribution Fee** is the fee levied by the Association pursuant to Article 3, Section 3.5.
- Section 1.8** **Capital Fund** shall mean the restricted fund for purchase, construction or major reconstruction of real property of the Association.
- Section 1.9** **Common Area** shall mean all of the real property owned by the Association now or in the future, together with the improvements thereon.
- Section 1.10** **Contingency Fund** shall mean the fund established to provide money to cover unforeseen community expenses, shortfalls in yearly budgets and/or unexpected capital requirements.
- Section 1.11** **Development Standards** shall mean the architectural rules and standards established by the Architectural Review Committee and approved by the Board.
- Section 1.12** **Exempt Property** shall mean any portion of the Property that is dedicated to the public or a governmental entity, Common Area, and any Lot used

for commercial or church purposes at the time this Master Declaration is recorded.

- Section 1.13** **Golf Course** shall mean the real property known as "The Views Golf Club at Oro Valley" and the facilities thereon, the legal description of which is set forth under the heading "Sun City Golf Course" in Exhibit A.
- Section 1.14** **Governing Documents** shall mean the Association's Articles of Incorporation, Bylaws, the Development Standards, the Rules and this Master Declaration, as same may be amended from time to time.
- Section 1.15** **Lot** shall mean an individually numbered plot of land designated as a lot on any recorded subdivision plat for the Property.
- Section 1.16** **Master Declaration** shall mean this Master Declaration of Sun City Oro Valley, as same may be amended from time to time.
- Section 1.17** **Member** shall mean any person or legal entity holding membership in the Association pursuant to Article 2, Section 2.6 of this Master Declaration.
- Section 1.18** **Owner** shall mean the record holder of legal title to the fee simple interest in any Lot, including contract sellers, but excluding others who hold such title merely as security.
- Section 1.19** **Property** shall refer to the real property described in Exhibit A.
- Section 1.20** **Rules** shall mean the rules and regulations adopted by the Board pursuant to Article 2, Section 2.3.
- Section 1.21** **Single Family** shall mean any number of persons related by blood, marriage or adoption or not more than three (3) unrelated persons maintaining a common household.
- Section 1.22** **Special Assessment** is an assessment levied by the Association pursuant to Article 3, Section 3.2.
- Section 1.23** **Sub-Association** shall refer to the following: Ember Ridge Homeowners Association, Inc. and Green Tree Homeowners Association, Inc., Arizona nonprofit corporations established pursuant to Tract Declarations.
- Section 1.24** **Tract Declaration** shall mean a declaration recorded in the official records of Pima County, Arizona applicable to any subdivision within the Property.
- Section 1.25** **View** shall mean a vista of features, including golf course, natural desert landscape areas, landmarks, skylines, mountains, city lights and bodies of water. The term View does not mean an unobstructed panorama of these features.
- Section 1.26** **Visible from Neighboring Property** shall mean, with respect to any given object, that such object is or would be visible to a person six feet (6') tall, standing at ground level on any part of such neighboring property.

ARTICLE 2

ASSOCIATION; MEMBERSHIP; VOTING RIGHTS

Section 2.1 Association. The Association shall be an Arizona nonprofit corporation and shall have all of the common law and statutory powers conferred upon nonprofit corporations and planned communities under Arizona law and all powers necessary or desirable to perform the Association's duties and obligations set forth in the Governing Documents. The Association may do such other acts as may be necessary or advisable to carry out the provisions of the Governing Documents or to promote the health, safety and welfare of its Members.

Section 2.2 Board of Directors. The affairs of the Association shall be conducted by a board of directors elected by the Members. Unless a provision of the Governing Documents specifically requires the vote or consent of the Members, the Board may do or cause to be done any act on behalf of the Association. The Association, through the Board, unless specifically provided otherwise, shall have the duty of enforcement of all provisions of this Master Declaration and shall have the right and the responsibility for the proper and efficient management and operation of the Common Areas and the improvements thereon.

Section 2.3 Association Rules. The Board may adopt, amend, and repeal rules and regulations governing the Common Area and the conduct of Members and their guests and tenants thereon, and, consistent with this Master Declaration, defining, clarifying, and/or providing procedures related to any provision of this Master Declaration. The rules and regulations adopted pursuant to this Section shall have the same force and effect as this Master Declaration.

Section 2.4 Personal Liability. No director or officer of the Association nor any other person acting on behalf of the Board shall be personally liable to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence in the discharge of such person's duties and responsibilities under the Association's Governing Documents and shall be indemnified to the fullest extent allowed by Arizona law provided such person acted in good faith.

Section 2.5 Borrowing Power. The Association may borrow money, excluding for operational expenses, in such amounts and upon such terms as the Board deems necessary or appropriate; provided, however, that the aggregate of borrowed funds shall not exceed three percent (3%) of the total net assets of the Association at the end of the preceding fiscal year unless approved by no less than sixty percent (60%) of Members voting on the matter.

Section 2.6 Association Members. Each Owner, upon becoming an Owner, shall automatically be a member of the Association and shall remain a Member until such time as his/her ownership ceases for any reason, at which time such Membership shall automatically cease. Any transfer of ownership of a Lot shall operate to transfer the Membership appurtenant to said Lot to the new owner thereof.

Section 2.7 Member Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned; provided, however, that no more than one (1) vote may be cast per Lot. The vote for each Lot shall be cast as a unit and fractional votes shall not be allowed.

ARTICLE 3 FEES AND ASSESSMENTS

Section 3.1 Annual Homeowner Fee. Each Lot that is not an Exempt Property shall be assessed an annual fee in an amount established by the Board and due and payable on July 1 of each year. The Annual Homeowner Fee may be increased by an amount no greater than fifteen percent (15%) of such fee for the preceding year unless approved by two-thirds (2/3) of the Members voting on the matter as provided in Section 3.3. The Annual Homeowner Fee shall be prorated as to any Lot for which the ownership is transferred to a new owner during the fiscal year.

Section 3.2 Special Assessments. The Association may levy a Special Assessment against each Lot that is not an Exempt Property, applicable to only that fiscal year, to cover expenses that cannot be met from approved budgeted revenues. The amount of a Special Assessment in aggregate shall not exceed five percent (5%) of the gross revenues of the Association for the prior fiscal year (excluding any Special Assessment) unless approved by a majority of Members voting on the matter as set forth in Section 3.3. Special Assessments shall be due and payable as specified by the Board unless otherwise determined by a vote of the Members.

Section 3.3 Quorum Required for Action Under Sections 3.1 and 3.2. Members representing sixty percent (60%) of the total eligible votes in the Association shall constitute a quorum for any matter put to a vote of the Members pursuant to Section 3.1 or 3.2.

Section 3.4 Uniform Rate. Annual Homeowner Fees and Special Assessments shall be fixed at a uniform rate for each Lot against which such Assessments are levied.

Section 3.5 Capital Contribution Fee. Upon the transfer by conveyance of title to any Lot that is not an Exempt Property, a purchaser shall pay a fee equal to one and a half (1.5) times the Annual Homeowner Fee in effect at the time of closing (Capital Contribution Fee) except as follows:

- a) when a Lot is purchased by an Owner within one (1) year of such Owner having sold another Lot;
- b) the Capital Contribution Fee levied on the purchase of a second Lot by an Owner shall be refunded (with interest) if such Owner provides satisfactory proof that he/she sold his/her original Lot within one (1) year of purchasing the second Lot;
- c) if the transfer of the Lot is in connection with the death of the Owner and the purchaser is a parent, spouse, sibling or child of the deceased Owner;
- d) if the Lot is transferred to a trust and the beneficiary of such trust is the former Owner or the former Owner's parent, spouse, sibling or child.

Funds collected from Capital Contribution Fees shall be allocated as follows: A minimum of 10% of the fees shall be allocated to the Asset Reserve Fund annually, the percentage to be determined by the Board during the Association's annual budgeting process. The remainder of the fees will be allocated to the Capital Fund.

Section 3.6 Creation of Lien and Covenant for Assessments. Each Owner of a Lot that is not an Exempt Property covenants and agrees to pay Assessments and such Assessments, together with interest, costs and reasonable attorney's fees incurred in

collecting same, shall be the personal obligation of such Owner and constitute a lien against such Owner's Lot; provided, however, that the personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 3.7 Priority of Assessment Lien. The Association's Assessment lien shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or deed of trust or any proceeding in lieu thereof (such as a sale under a power of sale or a deed in lieu of foreclosure) shall extinguish the Association's Assessment lien as to payments which became due prior to such sale or transfer. The Association's Assessment lien shall be superior to any Sub-Association's lien against the same Lot and any homestead exemption now or hereafter provided by the law.

Section 3.8 Delinquent Assessments. Any Assessment not paid in full within thirty (30) days of its due date shall be delinquent and subject to interest at a rate of sixteen percent (16%) per annum computed on a daily basis. The Association may enforce payment of Assessments by bringing an action at law against the delinquent Owner and/or foreclosing the Assessment lien in accordance with Arizona law; provided, however, that no such action may be taken against an Owner until thirty (30) days after such Owner has been provided with written notice of the amount of the Assessment and its due date.

ARTICLE 4 USE RESTRICTIONS

Section 4.1 Animals and Wildlife. No animal, bird, fowl, poultry or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal, bird, fowl, poultry, or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be Visible from Neighboring Property. Each Owner shall be responsible for the immediate removal and disposal of all solid animal waste of his/her pet from the Property. Pets shall be controlled on a leash held by a responsible person or in an enclosed area approved by the Association as a pet park when not otherwise restrained on a Lot. The Architectural Review Committee shall determine, in its sole discretion, whether for purposes of this Section, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals or birds on any such property is reasonable and any decision rendered by the Architectural Review Committee shall be enforceable in the same manner as other restrictions contained herein. Pet owners shall take precautions to prevent the alteration of native fauna by insuring that pet food, garbage, and refuse are properly stored, covered and disposed.

Section 4.2 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling or other improvements shall be removed immediately after the completion of construction.

Section 4.3 Storage Sheds and Outside Storage. No storage buildings or sheds, whether prefabricated, metal, or any other construction whatsoever, whether permanent or

temporary, shall be moved, placed, assembled, constructed or otherwise maintained on any Lot; provided, however, that temporary storage containers used for moving shall be permitted with the prior written approval of the Association. No furniture, fixtures, appliances, or other goods and chattels not in active use shall be stored in any building or open area or on any Lot in such manner that such material is Visible from Neighboring Property.

Section 4.4 Maintenance of Landscaping. All landscaping installed must be in accordance with Development Standards and shall emphasize plantings and other features which complement and enhance the native, existing character of the Property. Landscaping on each Lot shall be properly maintained as required to provide a neat and attractive appearance, including, but not limited to, removing dead foliage. The Architectural Review Committee shall be the sole judge as to whether or not landscaping on a Lot meets the approved criteria established by this Master Declaration and the Development Standards. The Association shall have the right to require any Owner to landscape and/or maintain landscaped areas or to maintain natural areas in its natural state on any right-of-way between a Lot and a sidewalk, street, or path which is immediately adjacent to such Lot. The Association may, by agreement with an Owner, maintain parts of a Lot directly adjacent to public or private rights-of-way at the expense of the Association if the Board determines that it is to the benefit of all Members.

Section 4.5 Nuisances; Construction Activities; Hazardous Activities; Lighting. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any Lot or activity thereon unsanitary, unsightly, offensive or detrimental to any other portion of the Property or other residents. Woodpiles or other material shall be stored in a manner so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No nuisance shall be permitted to exist or operate upon any Lot which is offensive or detrimental to any other portion of the Property or other occupants as determined by the Board in its sole discretion. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except wind chimes and security devices used exclusively for security purposes, shall be located, used or placed on any Lot. Normal construction activities in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Section. No activities shall be conducted upon or adjacent to any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Property and no explosives of any kind shall be discharged or stored upon any of the Properties and no open fires shall be lighted or permitted on the Property, except in a contained outdoor fireplace or barbecue unit while attended or within a safe and well-designed interior fireplace. No lighting shall be permitted which causes unreasonable glare to neighboring property owners, neighborhoods or Common Area.

Section 4.6 Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

Section 4.7 Maintenance and Repair. No building, structure or other improvement on a Lot shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any improvement is damaged or destroyed, it shall be immediately repaired, rebuilt or demolished subject to any approval which may be required pursuant to Article 5, Section 5.2.

Section 4.8 Antennas and Satellite Dishes. Television antennas, satellite dishes less than one meter in diameter, and multichannel multipoint distribution service antennas less than one meter in size may be installed in accordance with Section 207 of the Federal Telecommunications Act of 1996. Other antenna devices for the transmission or reception of radio (including ham radios) signals or any other form of electromagnetic radiation shall not be erected, used or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Review Committee.

Section 4.9 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Architectural Review Committee. In no event shall such containers be maintained so as to be Visible from Neighboring Property except when made available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

Section 4.10 Clothes Drying Facilities. Outside clotheslines and other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

Section 4.11 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except:

- a) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements;
- b) that which the Association may require for the operation and maintenance of the Property; or
- c) that used in connection with an Exempt Property permitted under a Tract Declaration.

Section 4.12 Signs. No signs that are Visible from Neighboring Property shall be erected or maintained on any Lot except for the following:

- a) Signs required by legal proceedings;
- b) one (1) identification sign for an individual residence in accordance with any applicable Development Standards and one (1) lighted house number sign attached to the front of the residence;
- c) "For Sale," "For Rent," and "Open House" signs in conformance with A.R.S. § 33- 1808;
- d) political signs in conformance with A.R.S. § 33-1808;
- e) commercial signs for Exempt Property approved by the Architectural Review Committee; and
- f) such other signs as may be approved by the Architectural Review Committee and comply with any applicable municipal ordinances.

Section 4.13 Restriction on Further Subdivision, Private Covenants and Rezoning. No Lot shall be further subdivided or separated into smaller lots, nor may any Lot be combined with any other Lot(s) to form one (or more) building sites, nor shall any number of lots be replatted by the Owners. No portion less than all of any Lot nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No further covenants, conditions, restrictions or easements shall be recorded by any Owner against his/her Lot without the prior approval of the Board. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this Master Declaration and any applicable Tract Declaration.

Section 4.14 Style – Reconstruction, Renovation and/or Replacement. Reconstruction, renovation and/or replacement of structure on any Lot must conform to the styles and standards of the Property.

Section 4.15 Party Walls. The rights and duties of owners who share a wall or fence that is on the boundary line between their Lots or on the boundary line between a Lot and Common Area (Party Wall) shall be as follows:

- a) Each owner shall assume the burden and be entitled to the benefits recited in this Section and, to the extent it is consistent with this Section, the general rules of law regarding party walls shall be applied.
- b) Each owner shall have reciprocal easements for support and an equal right to use such Party Wall provided that the use by one owner does not interfere with the use and enjoyment of the Party Wall by the other owner. There shall be no impairment of the structural integrity of any Party Wall without the prior written consent of the other owner.
- c) Except as set forth in subsection (d), owners sharing a Party Wall shall maintain the wall in good condition and the cost of reasonable repair and maintenance, including ordinary wear and tear and deterioration from lapse of time, shall be shared equally by the owners thereof.
- d) In the event any Party Wall is damaged or destroyed through the act of one adjoining owner, or any of the owners' family, guests, tenants, or invitees (whether or not such act is negligent or otherwise culpable), such owner shall rebuild and/or repair the Party Wall to its former condition at his sole expense.
- e) Any owner proposing to modify, make additions to or rebuild his Lot or any improvement thereon in any manner which requires the extension or other alteration of a Party Wall shall obtain the prior written approval of the ARC which approval shall not be granted unless the owner sharing such Party Wall has consented to same.
- f) In the event of a dispute between Lot owners regarding a Party Wall, the dispute shall be submitted to the Board and its decision shall be binding upon such owners. In the event of a dispute between a Lot owner and the Association regarding a Party Wall between a Lot and Common Area, the matter shall be submitted to binding arbitration at the mutual expense of the parties.

Section 4.16 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, or telephone, television, and radio signals (except as set forth in Section 4.8) shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cable installed and maintained underground or concealed in, under or on buildings, cabinets or other structures as may be approved by the Architectural Review Committee. No provision hereof shall be deemed to forbid the erection of temporary power or utility structures incident to the construction of buildings as approved by the Architectural Review Committee.

Section 4.17 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way or other area without the prior written approval of the Architectural Review Committee. No fence, wall, tree, hedge or shrub planting which obstructs sight lines at elevations between two and six feet (2'-6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

Section 4.18 Height Restriction-Buildings. All buildings on the Property, whether commercial, institutional or residential, shall be of single story construction (above finished grade) and not more than twenty-four (24) feet in height except such buildings that existed as of December 1, 1994.

Section 4.19 Walls and Fences. Other than walls and fences that were built during the development of the Property, no solid wall, fence or hedge of any type greater than three feet, six inches (3' 6") in height shall be constructed or maintained closer than twenty feet (20') to the front property line of any Lot and no side or rear wall or fence on a Lot, other than the wall of the building, shall be more than six feet (6') in height unless mandated by topographical considerations. No hedge located on any portion of a Lot shall be permitted to be more than six feet (6') in height. No chain link or similar material shall be used as fence material on any Lot.

Section 4.20 Trucks, Trailers, Recreational Vehicles, Campers and Boats. No motor vehicle classed by manufacturer rating as exceeding three-quarter ($\frac{3}{4}$) ton, recreational vehicle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street within the Property so as to be Visible From Neighboring Property except as follows:

- a) pickup trucks of less than three-quarter ($\frac{3}{4}$) ton capacity with camper shells not exceeding seven feet (7') in height measured from ground level and mini-motor homes and/or passenger vans not exceeding seven feet (7') in height and eighteen feet (18') in length which are parked as provided in Section 4.21 below and are used on a regular and recurring basis for basic transportation;
- b) trucks, trailers and campers parked in areas designated for parking on Exempt Property used in connection with permitted commercial activities;
- c) trucks and other vehicles that are exempt from parking restrictions pursuant to A.R.S. §33-1809; and
- d) for purposes of cleaning, loading or unloading and short-term parking which shall be

permitted for a cumulative period not to exceed seventy-two (72) hours in any calendar month.

Notwithstanding the foregoing, any of the above described vehicles may be stored on a Lot provided there is a garage or enclosed shelter for each vehicle that is constructed as an integral part of the dwelling and is approved by the Architectural Review Committee. The Architectural Review Committee, at its discretion, shall determine local limitations as to size and shape of such vehicles to be stored, and such storage areas may not be permitted on certain individual Lots solely on the merits of the overall aesthetic impact for that Lot, regardless of whether other Lots with other building designs, terrain features, and locations may have been given approval for like or similar structures for like or similar vehicles.

Section 4.21 Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street within the Property and no inoperable vehicle may be stored or parked anywhere on the Property so as to be Visible from Neighboring Property; provided, however, that the provisions of this Section shall not apply to:

- a) emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Review Committee; and
- b) any automobile repair business which may be permitted on an Exempt Property;

Section 4.22 Parking. Vehicles shall be kept in garages, residential driveways, or other designated parking areas within the Property. Street parking shall be prohibited except as may be permitted under the Rules.

Section 4.23 Lots Bordering Golf Course.

- a) Walls, Fences and Landscaping. No wall or fence of any nature of a height greater than five (5) feet shall be built, erected or placed within a distance of fifteen (15) feet of the rear property line of a Lot bordering the Golf Course. Any portion of such wall or fence greater than three (3) feet in height shall be limited to open wrought iron construction. Landscaping of Common Areas and Lots bordering the Golf Course shall be maintained to avoid undue obstruction of views of the Golf Course as same shall be determined by the Board in its sole discretion.
- b) Disclaimer Applicable to Golf Course. Each Owner and each occupant of the Property is hereby deemed to acknowledge being aware that for such period of time as the Golf Course is being utilized as such, it can be expected that:
 - i) maintenance activities on the Golf Course shall begin early in the morning and extend late into the evening;
 - ii) during certain periods of the year, the Golf Course will be heavily fertilized;
 - iii) golf balls are not susceptible of being easily controlled and accordingly may land or strike beyond the Golf Course boundaries. Neither the Association, nor any employee or agent of the Association shall be liable for personal injury or property damage caused by golf balls; and
 - iv) reclaimed and retreated waste water (effluent) shall be used to water the Golf Course in accordance with municipal ordinances whether state, county or local.

Section 4.24 Garage or Yard Sales. Garage or yard sales shall not be permitted on a residential Lot.

Section 4.25 Age Restriction. The Property shall operate as housing for older persons under the Housing for Older Persons Act of 1995. Each Lot shall be occupied by one person who is fifty-five years of age or older (Qualifying Resident) except under the following circumstances:

- a) If the Lot is occupied by a person who is at least forty-five (45) years of age and at least eighty-five percent (85%) of the Lots within the Property are occupied by a Qualifying Resident; or
- b) If the Lot is occupied by a person who is at least nineteen (19) years of age and such person was married to or cohabitated with a Qualifying Resident who no longer occupies the Lot due to death, divorce or separation and at least eighty-five percent (85%) of the Lots within the Property are occupied by a Qualifying Resident; provided, however, that this exemption shall no longer apply if the remaining resident remarries or resumes cohabitation with another individual who is not a Qualifying Resident.

No Lot shall be occupied by any person aged eighteen (18) or younger for more than ninety days (90) in any calendar year. It shall be the responsibility of each Owner to notify the Association if a Lot is no longer occupied by a Qualifying Resident due to death, divorce or any other reason.

Section 4.26 Residential Purposes. No structure other than one private residence shall be erected, placed or permitted to remain on any Lot. All Lots shall be used solely for residential purposes by a Single Family; provided, however, that an Owner or occupant of such a Lot shall be permitted to do the following:

- a) engage in a trade or home occupation the existence and operation of which is not apparent or detectable by sight, sound or smell from outside of the Lot, conforms to all applicable zoning ordinances or requirements for the Property, does not involve persons coming onto the Lot or the door-to-door solicitation of other residents in the Property, is consistent with the residential character of the Property, and does not constitute a nuisance or threaten the security or safety of other residents in the Property as may be determined in the sole discretion of the Board; and
- b) conduct estate sales or estate liquidations for the purpose of disposing of a substantial portion of the materials as a result of the death or incapacitation of the Owner or other occupant of the Lot.

Section 4.27 Renting. Lots may be rented for residential use only. No Lot may be rented for a period of less than 28 days. No Owner may rent less than the entire Lot. After the recording of this Amendment, no more than ten percent (10%) of all Lots within the Property may be rented at any given time. For purposes of this provision, "Property" shall include all Lots governed by this Declaration. Notwithstanding the above, any Lot that is registered with the Association as a rental property on the date this Amendment to the Master Declaration is recorded may continue to be rented until the Lot is sold, transferred or the Lot is no longer registered with the Association as a rental property, whichever comes first. Any Lot Owner engaged in rental activity must, prior to the sale or conveyance of said Lot, notify any potential buyer or person taking title of this rental restriction.

In the event that ten percent (10%) of all Lots within the Property are rented, the Board of

Directors may permit a Lot Owner to rent his or her Lot for a reasonable period of time whenever, in its sole and absolute discretion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness, transfer, or other similar cause.

Each owner of a Lot that is being rented shall provide the Association with a completed tenant registration form no later than three business days prior to occupancy. Failure to do so will result in a fine. Each new tenant registration form may result in a fee, as determined by the Board, to be assessed to the Lot.

The Owner shall be liable for any violation of this Master Declaration or other governing documents by the renter or other persons residing in the Lot and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary action to correct such violations.

The Board is authorized to develop additional rules or policies for this article including but not limited to implementation, exceptions, waiting lists, number of tenants, number of Lot rentals by an individual, registration procedures, and associated fees.

Section 4.28 Exempt Property. Sections 4.25, 4.26 and 4.27 do not apply to Exempt Property.

ARTICLE 5 ARCHITECTURAL CONTROL

Section 5.1 Architectural Review Committee. The Architectural Review Committee (ARC) shall perform the functions set forth in this Master Declaration and shall adopt procedural rules and regulations for the performance of such duties including procedures for the preparation, submission and determination of the application for any approvals required by this Master Declaration or any Tract Declaration. The ARC shall consist of not less than seven (7) members all of whom shall be Owners and, to the extent possible, have architectural training and experience. The ARC shall include one (1) Board member who shall serve as its chairperson. The ARC shall hold regular meetings and a majority of ARC members shall constitute a quorum for any ARC meeting. The concurrence of a majority of members at a duly-held meeting shall be necessary for any decision of the ARC. The ARC shall follow this Master Declaration and the Development Standards in rendering its decisions and developing its rules and shall exercise its best judgment to the end that all changes, improvements, and alterations to the Lots shall conform to and harmonize with the existing surroundings, residences, landscaping and structures.

Section 5.2 Architectural Approval Required. No improvements, alterations, repairs, excavation, grading or other work which in any way alters the original exterior appearance of any Lot or Common Area, or the improvements thereon, shall be made or done without prior written approval of the ARC except as otherwise expressly provided in this Master Declaration. Other than as originally constructed, no building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, or made without the prior written approval of the ARC. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots shall be subject to the prior written approval of the ARC. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without prior written approval of the ARC. The ARC may approve, refuse approval, or approve with modification any architectural or landscape project when

such project would result in substantial obstruction of an existing view as provided for in the Development Standards.

Section 5.3 Appeal. Any Owner aggrieved by a decision of the ARC may file an appeal with the ARC. If the ARC refuses to allow an appeal or after appeal, again rules in a manner aggrieving the Owner, the Owner may appeal the decision to the Board and its decision on the matter shall be final.

Section 5.4 Development Standards. Subject to approval of the Board, the ARC shall be responsible for adopting and amending architectural guidelines governing the Lots which establish standards and procedures including, but not limited to, construction requirements, landscaping requirements, reasonable architectural review fees, and guidelines concerning the style and design of any improvements and/or landscaping for the purpose of protecting, enhancing, and maintaining the residential atmosphere and harmony of the Property. Once duly adopted, the Development Standards shall have the same force and effect as the provisions of this Master Declaration.

Section 5.5 Violation of Approved Plans. If it is determined by the ARC that work completed on any Lot has not been completed in compliance with the approved plans, the ARC or Association may notify the Owner in writing of such non-compliance within thirty (30) days of its inspection, specifying in reasonable detail the particulars of non-compliance and may require the Owner to remedy the same. If the Owner fails to remedy such non-compliance or to commence and continue diligently toward achieving compliance, the Association may, after reasonable notice to the Owner, remove the non-complying improvements and the cost thereof, including any attorney's fees and costs incurred by the Association with respect thereto, shall be collectible in the same manner as an Assessment.

Section 5.6 Non-liability for Approval of Plans. The ARC's approval of any plans shall not constitute a representation, warranty, or guarantee that such plans comply with good engineering design or with zoning or building ordinances, or other applicable governmental regulations or restrictions. Neither the Association nor any member of the ARC or Board shall be liable in damages to any Owner submitting plans for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with

- a) the approval, disapproval, or failure to approve any plans, drawings or specifications, whether or not defective; or
- b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specification. Anyone submitting plans to the ARC for approval and any Owner acquiring title to any Lot covered by this Master Declaration waives his/her claim for any such damages.

Section 5.7 Non-waiver. Consent or approval by the ARC or Board as to any matter proposed to it or with its jurisdiction pursuant to this Article 5 shall not be deemed to constitute a waiver or precedent impairing its right to withhold its consent or approval as to any similar matter thereafter proposed or submitted to it.

ARTICLE 6
EASEMENTS AND COMMON AREA

Section 6.1 Easement and Right of Enjoyment to Common Area. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which easement shall be appurtenant to and shall pass with title to every Lot subject to the following:

- a) the right of the Association to charge uniform and reasonable fees for the use of any facility;
- b) the right of the Association to suspend a Member's use of the Common Area as follows:
 - i) for any period during which such Member is delinquent in the payment of any Assessment;
 - ii) for a period not to exceed sixty (60) days for any infraction of the Governing Documents; provided, however, successive sixty (60) day periods of suspension may be imposed until the infraction is corrected; and
 - iii) for a period not to exceed one (1) year for conduct which, in the sole discretion of the Board, poses a risk to the health, safety or welfare of other residents, Association employees or constitutes a violation of law; and
- c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as determined by the Board if such action is approved by at least sixty percent (60%) of Members voting on the matter; provided, however, the Association may transfer to any public agency, authority, or utility such permits, licenses, and easements for purposes consistent with the intended use of the Common Area and which do not have any adverse effect thereon.
- d) Owners may delegate their right of enjoyment in and to the Common Area to their family, their tenants and their guests.

Section 6.2 Maintenance Easement. An easement is reserved and granted to the Association and its officers, agents, employees, and assigns upon, across, over, in, and under the Common Area to enable the Association to perform the duties and functions which it is obligated or permitted to perform pursuant to this Master Declaration.

Section 6.3 Utility Easement. A blanket easement is reserved and granted upon, across, over, and under the Common Area and Lots for utilities and the installation, replacement, repair, and maintenance of utilities, including but not limited to water, sewer, gas, telephone, electricity, and cable television systems; provided, however, that said blanket easement shall not extend upon, across, over, or under any residence or building constructed on a Lot. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment, and appurtenances on the Common Area and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone, and television wires, circuits, conduits, and meters.

Section 6.4 Easement for Maintenance of Walls and Improvements. An easement is reserved and granted in favor of the Association, its successors, assigns, employees, and

agents, upon, over and across each Lot adjacent to any boundaries of Common Area for reasonable ingress, egress, installation, replacement, maintenance, and repair of any wall or other improvement for which the Association is responsible pursuant to this Master Declaration.

Section 6.5 Maintenance of Common Area. The Association shall be responsible for the management, repair and maintenance of the Common Area and any real property within a right-of-way or easement for which the Association is responsible by virtue of a Tract Declaration, subdivision plat, or other recorded document. The Association shall use a reasonably high standard of care in exercising its responsibilities under this Section so that the Property shall reflect a high pride of ownership; provided, however, that the Board shall be the sole judge as to the appropriate level of maintenance.

Section 6.6 Damage to Common Area. In the event that the need for maintenance or repair of Common Area or any other area maintained by the Association is caused through the willful or negligent act of an Owner or an Owner's family, tenants, guests or invitees, the cost of such maintenance and/or repair, including any attorneys' fees and costs incurred by the Association with respect thereto, shall be the responsibility of such Owner and collectible in the same manner as an Assessment.

Section 6.7 Change in Use of Common Area. There shall be no substantial change in use of any portion of Common Area unless approved by at least sixty percent (60%) of Members voting on the matter. For purposes of this Section, a "substantial change in use" is one that changes the character and nature of the way in which the Common Area is used, including, but not limited to, changing natural open space to business use.

Section 6.8 Condemnation. In the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Common Area, any part thereof or interest therein or any improvement thereon or interest therein, with a value (including loss of value to the balance of the Common Area and improvements thereon), as reasonably determined by the Association in excess of ten thousand dollars (\$10,000.00), the Association shall give prompt notice thereof, including a description of the part of or interest in the Common Area or improvement thereon sought to be so condemned, to all Owners. The Association shall have full power and authority to defend in said proceedings, and to represent the Owners in any negotiations, settlements, and agreements with a condemning authority for acquisition of the Common Area or part thereof, but the Association shall not enter into any such proceedings, settlements or agreements pursuant to which all or any portion or interest in the Common Area or improvement thereon is relinquished, without giving all Owners at least fifteen (15) days prior written notice thereof. In the event there is such a taking in condemnation or by eminent domain of a part or all of the Common Area, the award made for such taking shall be applied by the Association to such repair and restoration of the remaining Common Area or improvements thereon as it, in its discretion shall determine.

ARTICLE 7 INSURANCE

Section 7.1 Insurance by Association. The Association shall maintain the following insurance:

- a) property insurance covering all insurable improvements located or constructed upon the Common Area with a "Replacement Cost Endorsement" providing that any claim shall be settled on full replacement cost basis without deduction for depreciation. Such insurance shall afford at a minimum:
 - i) protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and
 - ii) such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard all risk endorsement where such is available;
- b) a comprehensive policy of public liability insurance covering all of the Common Area, insuring the Association in an amount no less than five million dollars (\$5,000,000.00), covering bodily injury, including death, personal injury and property damage liability arising out of a single occurrence and such other risks as shall customarily be covered with respect to projects similar in construction, location and use;
- c) fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity coverage or bonds shall name the Association as an obligee and shall contain waivers of any defenses based upon exclusion of persons who serve without compensation from any definition of "employee" or similar expression;
- d) workmen's compensation insurance for Association employees;
- e) directors and officers liability insurance; and
- f) such other insurance as the Board deems necessary or appropriate.

Section 7.2 Insurance by Owners. It shall be the responsibility of each Owner to provide, as he/she sees fit and at his/her own expense, insurance for his/her Lot against loss or damage by fire or other hazards, liability, theft and other insurance covering personal property damage and loss.

Section 7.3 Damage or Destruction.

- a) Lots. In the event of damage or destruction to any Lot or the improvements thereon due to fire or other adversity or disaster, the Owner thereof shall promptly repair and restore the Lot to substantially the same condition as existed prior to such damage or destruction as soon as reasonably practicable.
- b) Common Area. In the event of damage or destruction of Common Area due to fire or other adversity or disaster, the Association shall promptly repair, replace and

rehabilitate all structures and things damaged or destroyed to a condition substantially similar to their prior condition to the extent practicable, and any insurance proceeds payable from policies procured by the Association on account of any loss or damage to Common Area shall be used to defray the cost of such loss or damage. Should insurance proceeds be insufficient or fail to cover the loss, repairs or replacements shall be effected and paid by levying a Special Assessment in accordance with Article 3, Section 3.2.

ARTICLE 8 ENFORCEMENT

Section 8.1 Association as Enforcing Body. The Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Master Declaration; provided, however, that if the Association shall fail or refuse to enforce this Master Declaration or any provision hereof for an unreasonable period of time after written request to do so by a Member, then such Member may enforce them, at his/her sole expense, by any appropriate action, whether in law or in equity. The Association may impose reasonable monetary penalties against an Owner for any breach of this Master Declaration or the Rules after providing the Owner with notice of the breach and an opportunity to be heard by the Board. In the event the Association employs an attorney to enforce compliance with or specific performance of the terms and conditions of this Master Declaration or the Rules, or for any other purpose in connection with the breach of this Master Declaration or the Rules, whether by suit or otherwise, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred by the Association in addition to any other amounts due or any other relief or remedy obtained against said Owner and such amounts shall be collectible in the same manner as an Assessment.

Section 8.2 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other resident of a Lot, any member of the ARC, any member of the Board, or any authorized representative of either of them, shall have the right to enter upon and inspect any Lot and the improvements thereon (except for the interior portions of any completed residence) for the purpose of ascertaining whether or not the provisions of this Master Declaration and the Development Standards have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 8.3 Improper Maintenance and Use of Lots. In the event any portion of a Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots and Common Area or in the event any portion of a Lot is being used in a manner which violates this Master Declaration or any Tract Declaration applicable thereto, or in the event the Owner of any Lot is failing to perform any of its obligations under this Master Declaration, any Tract Declaration or the Development Standards, the Board may, by resolution, make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days or some greater period of time, the Board may cause such action to be taken at said Owner's expense. If at the expiration of said period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof, including any attorneys' fees and costs incurred by the Association with respect to the violation, shall be collectible in the same manner as an Assessment.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Termination. This Master Declaration, as same may be amended from time to time, shall be effective and continue in full force and effect unless Members representing at least ninety percent (90%) of the total eligible votes in the Association agree to terminate same at which time a Certificate of Termination, duly executed and acknowledged by the President or Vice President and attested by the Secretary of the Association, shall be recorded in the official records of Pima County, Arizona and thereupon, these covenants shall have no further force or effect and the Association shall be dissolved pursuant to the terms set forth in its Articles of Incorporation.

Section 9.2 Amendments. This Master Declaration may be amended by Members representing a majority of the total votes in the Association or two-thirds of those Members voting on the matter, whichever is less. Any amendment to this Master Declaration so approved by Owners shall be executed by the President and Secretary of the Association, who shall certify that the amendment was made in accordance with this Section, and such amendment shall become effective upon being recorded in the official records of Pima County, Arizona.

Section 9.3 Sub-Associations. Each Sub-Association shall be expressly subject and subordinate to the terms and provisions of this Master Declaration; provided, however, that the Tract Declarations shall control and be superior to this Master Declaration insofar as they pertain to the maintenance, regulation and administration of real property owned by a Sub-Association.

Section 9.4 Annexation. Additional real property may be annexed hereunder with the approval of Members representing at least two-thirds (2/3) of the total votes in the Association. Any such annexation shall be effective by recording a document entitled "Declaration of Annexation" in the office of the Recorder of the County of Pima, Arizona, which document shall provide for annexation to this Master Declaration of the properties described in such document. Any purchaser of a portion of the Annexation Land is deemed irrevocably to consent to annexation under the purview of this Master Declaration and all conditions and restrictions established hereby. All provisions of this Master Declaration, including, but not limited to, those provisions regarding obligations to pay assessments and fees to the Association and any right to cast votes as Members of the Association, shall apply to any and all portions of the annexed property.

Section 9.5 Non-Waiver. The failure to enforce the provisions of any restriction, covenant, standard, condition, obligation, lien or charge set forth in this Master Declaration or any other Governing Document shall not constitute a waiver of any right to enforce any such provision in any other instance.

Section 9.6 Interpretation. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Master Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and provisions hereof.

Section 9.7 Severability. Any determination by any court of competent jurisdiction that any provision of this Master Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 9.8 Conflicts. In the event of any conflict between this Master Declaration and any other Governing Document or any Tract Declaration, this Master Declaration shall control except as otherwise provided in Section 9.3 above.

Section 9.9 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Master Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 9.10 Notices. Any written notice required by this Master Declaration shall be deemed given if sent as follows:

- a) to an Owner: by U.S. mail, postage pre-paid, to the address provided for such purposes by such Owner; and
- b) to the Association: by Certified U.S. Mail, postage prepaid, to the business office of the Association.

EXHIBIT A SUN CITY ORO VALLEY LEGAL DESCRIPTION

That portion of Section 18, 19, 20, 29 and 30, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the West quarter corner of Section 18;

thence South 89 degrees, 28 minutes, 53 seconds East along the East-West mid-section line of the said Section 18, a distance of 291.67 feet to the POINT OF BEGINNING on the Easterly right of way line of the United States Department of Interior, Bureau of Reclamation Easement;

thence South 89 degrees, 28 minutes, 53 seconds East, 4,977.89 feet to the East quarter corner of the said Section 18;

thence South 00 degrees, 10 minutes, 43 seconds East, along the East line of the said Section 18, a distance of 2,644.81 feet to the Southeast corner of the said Section 18;

thence South 89 degrees, 50 minutes, 09 seconds East along the North line of the said Section 20, a distance of 2,598.95 feet to the North quarter corner;

thence South 00 degrees, 17 minutes, 09 seconds West, along the North-South mid-section line of the said Section 20, a distance of 2,642.57 feet to the interior quarter corner;

thence South 17 degrees, 00 minutes 00 seconds West, 894.56 feet to a point of curvature of a tangent curve, concave to the Northwest;

thence Southwesterly along the arc of said curve, to the right, having a radius of 2,500.00 feet and a central angle of 026 degrees, 30 minutes, 00 seconds for an arc distance of 1,156.28 feet to a point of tangency;

thence South 43 degrees, 30 minutes, 00 seconds West, 1,901.90 feet;

thence South 56 degrees, 35 minutes, 33 seconds West, 641.25 feet;

thence North 35 degrees, 00 minutes, 33 seconds West, 1,380.42 feet;

thence North 32 degrees, 48 minutes, 28 seconds West, 1,995.59 feet;

thence North 66 degrees, 01 minutes, 07 seconds West, 1,295.00 feet;

thence South 09 degrees, 20 minutes, 53 seconds West, 700.00 feet;

thence North 80 degrees, 39 minutes, 07 seconds West, 350.00 feet to a point of curvature of a tangent curve, concave to the Northeast;

thence Northwesterly along the arc of said curve, to the right, having a radius of 1,250.00 feet and a central angle of 040 degrees, 03 minutes, 30 seconds for an arc distance of 873.94 feet to the Easterly right of way line of Bureau of Reclamation easement;

thence North 06 degrees, 10 minutes, 10 seconds West, along the said Easterly right of way line, a distance of 5,831.20 feet to the POINT OF BEGINNING.

EXCEPT any portion conveyed to Pima County, Arizona, a body politic, more fully described in instrument recorded August 18, 1986, in Docket 7850, Page 1285, and thereafter rerecorded September 12, 1986, in Docket 7868, Page 1451.

That portion of Section 19, Township 11 South, Range 14 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

BEGINNING at the Northeast corner of SUN CITY VISTOSO, Unit 1, as recorded in Book 40 of Maps and Plats at Page 53, Pima County Recorder's Office, Pima County, Arizona;

THENCE S 78°20'30" W, along the North line of the said Unit 1, a distance of 288.32 feet;

THENCE N 13°39'07" W, 296.66 feet to a point on the arc of a non-tangent curve, concave to the South, a radial line of said curve through said point having a bearing of N 13°39'07" W;

THENCE Westerly, along the arc of said curve, to the left, having a radius of 395.06 feet and a central angle of 012°00'00" for an arc distance of 82.74 feet to a point of tangency;

THENCE S 64°20'53" W, 6.54 feet to a point of curvature of a tangent curve, concave to the North;

THENCE Westerly, along the arc of said curve, to the right, having a radius of 375.00 feet and a central angle of 012°00'00" for an arc distance of 78.54 feet to a point of tangency;

THENCE S 76°20'53" W, 45.00 feet to the East right-of-way line of Rancho Vistoso Boulevard recorded in Docket 7868 at Page 1451, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 13°39'07" W, along the said right-of-way line, a distance of 211.50 feet to a point of curvature of a tangent curve, concave to the Southwest;

THENCE Northwesterly, along the said right-of-way line, along the arc of said curve, to the left, having a radius of 1,375.00 feet and a central angle of 032°23'40" for an arc distance of 777.41 feet to a point of reverse curvature of a tangent curve, concave to the East;

THENCE Northerly, along the arc of said curve, to the right, having a radius of 25.00 feet and a central angle of 082°50'17" for an arc distance of 36.14 feet to a point of tangency;

THENCE N 36°47'30" E, along the said right-of-way line, a distance of 222.93 feet;

THENCE S 59°44'00" E, 265.74 feet;

THENCE S 39°26'00" E, 330.00 feet;

THENCE S 50°38'35" E, 324.76 feet;

THENCE S 29°44'45" E, 281.89 feet;

THENCE S 03°26'45" E, 406.00 feet to the POINT OF BEGINNING.

Containing 12.632 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.



SUN CITY GOLF COURSE

That portion of Sections 18, 19, 20 and 29, Township 11 South, Range 14 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of the said Section 18;

THENCE N 89°38'43" W, along the South line of the said Section 18, a distance of 317.14 feet to the POINT OF BEGINNING;

THENCE N 09°44'00" W, 87.14 feet;

THENCE N 30°28'00" E, 177.00 feet;

THENCE N 08°22'00" W, 240.00 feet;

THENCE N 18°12'00" E, 150.00 feet;

THENCE N 07°39'00" W, 334.00 feet;

THENCE N 34°52'00" W, 445.00 feet;

THENCE N 47°38'00" W, 293.00 feet;

THENCE N 65°53'00" W, 230.00 feet;

THENCE N 46°14'00" W, 262.00 feet;

THENCE N 47°21'00" W, 415.00 feet;

THENCE N 89°44'00" W, 211.00 feet;

THENCE S 03°06'16" W, 105.98 feet to the Northeast corner of Lot 162, SUN CITY VISTOSO, Unit 3, as recorded in Book 40 of Maps and Plats at Page 76, Pima County Recorder's Office, Pima County, Arizona;

THENCE S 53°26'20" W, along the North line of the said Unit 3, a distance of 180.21 feet to a point on the arc of a non-tangent curve, concave to the Southwest, a radial line of said curve through said point having a bearing of N 57°55'49" E;

THENCE Southeasterly, along the west right-of-way line of Del Webb Boulevard, along the arc of said curve, to the right, having a radius of 520.00 feet and a central angle of 005°01'49" for an arc distance of 45.65 feet to a non-tangent line;

THENCE S 61°20'00" W, 701.33 feet;
THENCE S 54°06'00" W, 200.00 feet;
THENCE S 01°04'00" E, 55.00 feet;
THENCE S 45°50'00" W, 295.00 feet;
THENCE S 90°00'00" W, 35.00 feet;
THENCE S 45°15'00" W, 163.00 feet;
THENCE S 11°15'00" W, 395.00 feet;
THENCE S 11°02'00" E, 531.00 feet;
THENCE S 00°18'00" W, 193.00 feet;
THENCE S 28°48'00" E, 327.00 feet;
THENCE S 46°56'00" E, 313.00 feet;
THENCE S 13°03'00" W, 408.00 feet;
THENCE S 25°25'00" E, 133.00 feet;
THENCE S 02°51'00" W, 342.00 feet;
THENCE S 12°23'00" E, 303.00 feet;
THENCE S 32°55'00" W, 125.00 feet;
THENCE S 25°19'00" E, 165.00 feet;
THENCE S 15°00'00" W, 90.00 feet;
THENCE S 23°25'00" E, 75.00 feet;
THENCE S 83°10'00" E, 235.00 feet;
THENCE S 29°54'00" E, 367.00 feet;
THENCE S 00°00'00" E, 161.01 feet;

THENCE N 90°00'00" E, 67.86 feet to the West boundary of SUN CITY VISTOSO, Unit 1, as recorded in Book 40 of Maps and Plats at Page 53, Pima County Recorder's Office, Pima County, Arizona;

THENCE along the boundary of the said Unit 1, the following courses and distances:

- N 07°07'30" E, 80.62 feet;

N 43°18'55" E, 240.52 feet;

N 13°39'07" W, 95.00 feet;

N 76°20'53" E, 81.57 feet to a point on the arc of a non-tangent curve, concave to the East, a radial line of said curve through said point having a bearing of S 49°35'02" W;

Northerly and Northeasterly, along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of 116°45'51" for an arc distance of 101.90 feet to a point of tangency;

N 76°20'53" E, 50.00 feet to the West right-of-way line of Rancho Vistoso Boulevard recorded in Docket 7868 at Page 1451, Pima County Recorder's Office;

THENCE along the said right-of-way line, the following courses and distances:

N 13°39'07" W, 600.00 feet to a point of curvature of a tangent curve, concave to the Southwest;

Northwesterly, along the arc of said curve, to the left, having a radius of 1,225.00 feet and a central angle of 037°43'59" for an arc distance of 806.74 feet to a non-tangent line;

N 38°36'54" E, 150.00 feet to a point on the arc of a non-tangent curve, concave to the North, a radial line of said curve through said point having a bearing of S 38°36'54" W;

Easterly and Northeasterly, along the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 091°49'24" for an arc distance of 40.07 feet to a point of tangency;

N 36°47'30" E, 212.72 feet;

S 53°12'30" E, 80.00 feet;

THENCE S 59°44'00" E, 265.74 feet;

THENCE S 39°26'00" E, 330.00 feet;

THENCE S 50°38'35" E, 324.76 feet;

THENCE S 29°44'45" E, 281.89 feet;

THENCE S 03°26'45" E, 406.00 feet to the Northeast corner of the said SUN CITY VISTOSO, Unit 1;

THENCE along the East boundary of the said Unit 1, the following courses and distances:

S 07°31'12" E, 539.52 feet;

S 29°03'17" W, 51.48 feet;

S 15°18'46" E, 435.46 feet;

S 30°57'50" E, 233.24 feet;

S 12°05'41" E, 214.77 feet;

S 77°54'19" W, 100.00 feet;

S 12°05'41" E, 77.36 feet;

THENCE N 76°20'53" E, 5.00 feet;

THENCE S 02°28'00" W, 1,125.00 feet;

THENCE S 21°10'00" E, 317.30 feet to a point on the arc of a non-tangent curve, concave to the Northeast, a radial line of said curve through said point having a bearing of S 56°28'17" W, said point being on the East right-of-way line of the said Rancho Vistoso Boulevard;

THENCE Southeasterly, along the said right-of-way line, along the arc of said curve, to the left, having a radius of 1,937.04 feet and a central angle of 001°28'49" for an arc distance of 50.05 feet to a point of tangency;

THENCE S 35°00'33" E, along the said right-of-way line, a distance of 126.99 feet to a point of curvature of a tangent curve, concave to the North;

THENCE Easterly, along the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 078°27'53" for an arc distance of 34.24 feet to a non-tangent line;

THENCE N 49°05'00" E, 314.41 feet;

THENCE N 33°09'00" E, 350.00 feet;

THENCE S 75°18'00" E, 335.00 feet;

THENCE S 33°46'00" E, 655.00 feet;

THENCE S 11°41'00" W, 235.00 feet;

THENCE S 11°21'00" E, 280.00 feet;

THENCE S 89°41'00" E, 139.64 feet to the Southeasterly line of that Parcel recorded in Docket 7761 at Page 1525, Pima County Recorder's Office;

THENCE N 43°30'00" E, along the said line, a distance of 410.29 feet;

THENCE N 11°44'00" E, 199.79 feet;

THENCE N 00°00'00" E, 475.00 feet;

THENCE N 31°55'00" W, 830.00 feet;

THENCE N 71°20'00" W, 480.00 feet;

THENCE N 24°45'00" W, 695.00 feet;

THENCE N 02°47'00" E, 475.00 feet;

THENCE N 75°04'00" E, 15.00 feet;

THENCE S 21°50'00" E, 250.00 feet;

THENCE S 49°17'00" E, 105.00 feet;

THENCE S 10°21'00" E, 115.00 feet;

THENCE S 69°25'00" E, 245.00 feet;

THENCE N 45°50'00" E, 388.00 feet;

THENCE N 17°55'00" E, 565.00 feet;

THENCE N 09°26'00" W, 385.00 feet;

THENCE N 21°15'00" W, 305.00 feet;

THENCE N 43°02'00" W, 310.00 feet;

THENCE N 57°57'00" E, 120.00 feet;
THENCE N 04°33'00" W, 85.00 feet;
THENCE N 89°58'00" W, 395.00 feet;
THENCE N 22°05'00" W, 348.00 feet;
THENCE N 03°41'00" E, 514.00 feet;
THENCE N 31°00'00" W, 272.00 feet;
THENCE N 09°44'00" W, 344.86 feet to the POINT OF BEGINNING.

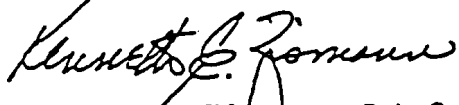
EXCEPT that portion lying within SUN CITY VISTOSO, Unit 2, as recorded in Book 40 of Maps and Plats at Page 73, SUN CITY VISTOSO, Unit 3, as recorded in Book 40 of Maps and Plats at Page 76, and SUN CITY VISTOSO, Unit 4, as recorded in Book 40 of Maps and Plats at Page 74, Pima County Recorder's Office, Pima County, Arizona;

and EXCEPT that portion lying within the Parcel described on the attached EXHIBIT NO. 1.

Containing 187.70 acres, more or less.

Prepared by:

THE W&B GROUP


Kenneth E. Zismann, R.L.S.



LEGAL DESCRIPTION
WEBB (PARCEL 6)

That portion of Sections 19 and 20 Township 11 South, Range 14 East, G. & S.R.B. & M., Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of the said Section 19;

THENCE S 00°04'54" E, along the East line of the said Section 19, a distance of 1,777.32 feet to the POINT OF BEGINNING;

THENCE S 33°25'00" W, 20.42 feet;

THENCE S 61°48'00" W, 156.00 feet;

THENCE S 79°25'00" W, 234.00 feet;

THENCE S 57°00'00" W, 515.00 feet;

THENCE S 31°42'00" E, 520.00 feet;

THENCE N 77°28'00" E, 185.00 feet;

THENCE S 83°28'00" E, 202.00 feet;

THENCE S 38°36'00" E, 152.00 feet;

THENCE S 69°11'00" E, 152.00 feet;

THENCE N 86°22'00" E, 63.00 feet;

THENCE S 36°32'00" E, 100.00 feet;

THENCE N 43°13'00" E, 205.00 feet;

THENCE N 04°14'00" E, 108.00 feet;

THENCE N 24°16'00" W, 190.00 feet;

THENCE N 01°43'00" W, 266.00 feet;

THENCE N 05°38'00" E, 163.00 feet;

THENCE N 26°23'00" W, 142.00 feet;

THENCE N 20°00'00" E, 125.00 feet;

THENCE N 63°14'00" E, 65.00 feet;

THENCE N 36°52'00" W, 138.87 feet;

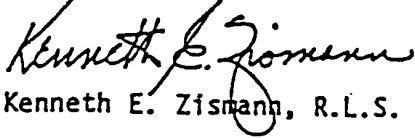
THENCE S 59°57'00" W, 249.82 feet;

THENCE S 33°25'00" W, 35.58 feet to the POINT OF BEGINNING.

Containing 18.379 acres, more or less.

Prepared by:

THE WLB GROUP


Kenneth E. Zismann, R.L.S.



RECREATION CENTER
SUN CITY VISTOSO - UNIT 16A

That portion of Section 20, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northwest corner of Lot 18 of SUN CITY VISTOSO UNIT 12 REPLAT, as recorded in Book 45 of Maps and Plats at Page 11, said point being on the East right-of-way line of DEL WEBB BOULEVARD, according to SUN CITY VISTOSO UNIT 15 as recorded in Book 43 of Maps and Plats at Page 61, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 00°48'18" E, along said East right-of-way line of DEL WEBB BOULEVARD, a distance of 140.24 feet to a point of curvature of a tangent curve concave to the West;

THENCE Northerly along said right-of-way line of DEL WEBB BOULEVARD, along the arc of said curve, to the left, having a radius of 1,790.00 feet and a central angle of 09°19'57" for an arc distance of 291.56 Feet to a non-tangent line;

THENCE N 84°00'00" E, a distance of 377.34 feet to the West line of SUN CITY VISTOSO UNIT 17, as recorded in Book 44 of Maps and Plats at Page 5, Pima County Recorder's Office, Pima County, Arizona;

THENCE S 03°04'55" E, along said West line, a distance of 10.00 feet to an angle point;

THENCE S 00°09'49" W, along said West line, a distance of 336.04 feet to an angle point;

THENCE S 42°33'00" E, along said West line, a distance of 19.92 feet to the North line of said SUN CITY VISTOSO UNIT 12 REPLAT;

THENCE S 49°35'24" W, along said North line, a distance of 50.00 feet to an angle point;

THENCE S 65°18'18" W, along said North line, a distance of 190.00 feet to an angle point;

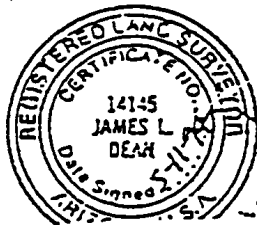
THENCE N 89°11'42" W, along said North line, a distance of 160.00 feet to the POINT OF BEGINNING.

Containing 3.539 acres or 154,162 Square Feet, more or less.

Prepared by:

THE WLB GROUP, INC.

James L. Dean, R.L.S.



Legal Description

Vistoso Center

The following described premises located in the Town of Oro Valley, Pima County, Arizona to wit:

That portion of Section 19, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, as follows:

Commencing at the Northeast corner of Sun City Vistoso, Unit 1, as recorded in Book 40 of Maps and Plats at Page 53, Pima County Recorders Office, Pima County, Arizona;

Thence South 78 degrees, 20 minutes, 30 seconds west, along the north line of the said Unit 1, a distance of 288.32 feet to the point of beginning;

Thence South 78 degrees, 20 minutes, 30 seconds west, along the said North line, a distance of 211.63 feet to the East right of way line of Rancho Vistoso Boulevard recorded in Docket 7868, Page 1451, Pima County Recorders Office, Pima County, Arizona;

Thence North 13 degrees, 39 minutes, 07 seconds west, along the said right of way line, a distance of 271.11 feet;

Thence North 76 degrees, 20 minutes, 53 seconds east, 45 feet to a point of curvature of a tangent curve, concave to the north;

Thence Easterly, along the arc of said curve, to the left, having a radius of 375.00 feet and a central angle of 012 degrees, 00 minutes, 00 seconds for an arc distance of 78.54 feet to a point of tangency;

Thence North, 61 degrees, 20 minutes, 53 seconds East, 6.54 feet to a point of curvature of a tangent curve, concave to the south.

Thence Easterly, along the arc of said curve, to the right, having a radius of 395.06 feet and a central angle of 012 degrees, 00 minutes, 00 seconds, for an arc distance of 82.74 feet to a non-tangent line;

Thence South 13 degrees, 39 minutes, 07 seconds east, 296.66 feet to the Point Of Beginning.

Subject to easements, restrictions and conditions of record.

EXHIBIT B

CERTIFICATE OF AMENDMENT

I, John Wilson, the duly appointed President of Sun City Oro Valley Community Association, Inc., do hereby certify that at an election duly called and held on the 26th day of March 2019, this Master Declaration was approved by two-thirds of the Owners voting on the matter.

SUN CITY ORO VALLEY COMMUNITY ASSOCIATION, INC.,
An Arizona non-profit corporation

BY John E. Wilson
JOHN WILSON
Its President

ATTEST
BY Joy Huxtable
JOY HUXTABLE
Its Secretary

State of Arizona)
) ss.
County of Pima)

On this 27th day of March, 2019 before me, a Notary Public, personally appeared, **JOHN WILSON**, known to me to be the President of Sun City Oro Valley Community Association, Inc. and **JOY HUXTABLE**, known to me to be the Secretary of Sun City Oro Valley Community Association, Inc. and that they executed this instrument and acknowledged to me that such corporation executed the same.

My Commission Expires: 04/22/2020
Timothy S Carter
Notary Public

