

office of the Pima County, Arizona, Recorder and any land annexed into the Property with respect to which surveyed parcels are created by the recordation of a survey.

ARTICLE II

PROPERTY RIGHTS IN THE COMMON AREAS AND THE EASEMENT AREAS

Section 1. Owners' Easements of Use and Enjoyment. Subject to the provisions of Section 2 of this Article, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas and the Easement Area, and there is hereby created and imposed a perpetual easement running with the land over, under and across the Easement Area and the Common Areas in favor of the Association and in favor of all of the Dwelling Lots and the Owners and Declarant for the sole and limited purpose of underground utilities (including electrical, natural gas, telephone, television, cable and water), sewer, driveway lighting, any entry gate security and communications system, ingress and egress and the construction, maintenance and repair thereof. The easement granted hereby shall be appurtenant to and pass with the title to every Dwelling Lot.

1
1
2
2
2
0
9
5
2

Section 2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and, with written consent of the Members entitled to vote two-thirds (2/3) of the votes of each class of Membership, to mortgage such property as security for any such loan;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(c) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply, including, but not limited to, the right of the Association to establish reasonable charges for the use of any recreational facilities.

(d) The right of the Association, as provided herein or in its Articles and Bylaws, to levy reasonable monetary fines and to suspend a Member's voting rights and the right to the use of recreational facilities within the Common Areas for any period

11222
25553

during which any assessment against his Dwelling Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;

(e) 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 may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless first approved in writing by the Members entitled to vote two-thirds (2/3) of the votes of each class of Membership hereunder, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. Notwithstanding the foregoing, the granting of permits, licenses, and easements for roads, ingress and egress or for public utilities or for other purposes, including public or private purposes deemed proper by the Board, shall not be deemed a transfer within the meaning of this Subsection (e), and, provided further, that this provision in no way limits Declarant's rights of annexation and resubdivision;

(f) The right of the Association, without any abatement of assessments, to close or limit the use of the Common Areas while

1
1
2
2
2
0
3
5
4

maintaining, repairing, and making replacements in the Common Areas;

(g) Easements for ingress, egress and utilities reserved hereby or on the Plat or by the Survey;

(h) An easement for ingress, egress and utilities across the Common Areas and the Easement Areas reserved hereby to Declarant and Declarant's successors and assigns for access and service to the Additional Property; and

(i) The right of the Association to sell and convey all or part of the Common Areas with the consent of two-thirds of the votes of each class of Members, provided that the Association Board determines that the transfer is consistent with the general scheme of development of the Property. Notwithstanding the foregoing, and without limitation, the Association may transfer or quit-claim minor or insignificant portions of the Common Areas necessitated by incidental construction encroachments or scrivener's error without any vote or consent of the Members.

(j) No Owner or any other person shall in any manner alter, widen, pave, landscape, or light any portion of the Common Areas or the Easement Area or erect or place any fence or other

1-1-2021 10:11:11

structure thereupon or otherwise obstruct passage thereon without prior written approval of the Board of Directors and Declarant.

Section 3. Delegation of Use. Any Owner, subject to the rules of the Association, may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and the Easement Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Dwelling Lot.

Section 4. Payment of Taxes or Insurance by Mortgagees. First Mortgagees of Dwelling Lots shall have the right, jointly or singly, to pay taxes or other charges or assessments that are in default and that may or have become a lien against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, or the Dwelling Lot that secures such First Mortgage if the policy therefor is held by the Association, and any First Mortgagees making any such payment shall be owed immediate reimbursement therefor from the Association.

11223
0150