

COMPILED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

For

CATALINA DEL SOL, Lots 1, 3, 13, 14, 23 and 36 through 71, inclusive;
CATALINA DEL SOL RESUBDIVISION, Lots 1 through 14, inclusive,
CATALINA DEL SOL RUNNING RIDGE ESTATES, Lots 1 through 24, inclusive, and
ADDITIONAL PROPERTY along Calle Entrada, Parcels 1 through 5, inclusive,
PIMA COUNTY, ARIZONA

***Disclaimer:** This document is a compilation of the Declarations of Covenants, Conditions and Restrictions and the Amendments thereto which apply to Catalina del Sol and the resubdivisions. The purpose of this document is to simplify reading and use by the Owners of properties in said subdivisions. This document is intended for convenience only. It is not a legal document and is not guaranteed to accurately represent the original recorded documents in content, interpretation or completeness. Where this document differs from the original recorded documents, the original documents take precedent.*

RECITALS

WHEREAS, Grantor was the original owner of the real property designated as Catalina Del Sol Lots 1 through 71 inclusive in the Original Declaration, and Grantor or successor in interest to the original Grantor, or the present owner of all the reversionary rights was desirous of subjecting all the real property described in ARTICLE II of this document to conditions, covenants, restrictions, reservations and easements originally set forth for the benefit of said property and for each Owner thereof; and,

WHEREAS, Grantor did establish a general plan for the improvement and development of said Lots 1 through 71 inclusive, and did establish the provisions, conditions, restrictions and covenants upon which, and subject to which, all of said real property and the lots into which it has been subdivided would be improved or sold and conveyed by the Owners thereof; and,

WHEREAS, the Original Declaration was made on the tenth day of May 1978 by the Granter, according to the terms of the following:

1. **Declaration of Covenants, Conditions and Restrictions for Catalina Del Sol, Lots 1 through 71**, dated as of May 10, 1978, and recorded as of May 12, 1978, in Book 5775, commencing at page 242, in the official records of Pima County, Arizona ("Records")("Original Declaration").

Whereas, Pioneer Trust Company of Arizona, an Arizona corporation, as Trustee under Trust No. 10,933 and not in its corporate capacity, as the Grantor, and Catalina Del Sol

Homeowners Association, an Arizona non-profit corporation ("Association"), as the successor Grantor, executed and caused to be recorded additional documents pertinent to the conditions, covenants, restrictions, reservations and easements and resubdivisions upon the real property described in ARTICLE II of this document at various subsequent dates through the end of the year 2000, listed as follows:

2. **Release of Easement**, dated as of May 18, 1981, and recorded as of May 19, 1981, in Docket 6533, commencing at page 249, in the Records ("Release").
3. **Amendment of Declaration of Covenants, Conditions and Restrictions for Catalina Del Sol, Lots 1 through 71**, dated as of June 12, 1981, and recorded as of June 15, 1981, in Book 6551, commencing at page 111, in the Records ("First Amendment").
4. **Declaration of Protective Covenants for Catalina Del Sol Resubdivision, Lots 1 through 14, Pima County, Arizona**, dated as of July 2, 1981, and recorded as of August 7, 1981, in Book 6589, commencing at page 355, in the Records ("Resubdivision Declaration").
5. **Second Amendment of Declaration of Covenants, Conditions and Restrictions for Catalina Del Sol, Lots 1 through 71**, dated as of January 18, 1983, and recorded as of March 13, 1983, in Book 6991, commencing at page 943, in the Records ("Second Amendment").
6. **Declaration of Protective Covenants for Catalina Del Sol Running Ridge Estates, Lots 1 through 24, Pima County, Arizona**, dated as of February 2, 1983, and recorded as of March 13, 1983, in Book 6991, commencing at page 947, in the Records ("Running Ridge Estates Declaration").
7. **Assignment of Rights, Duties and Obligations**, dated as of March 5, 1987, and recorded as of April 9, 1987, in Docket 8010, commencing at page 1836, in the Records ("Assignment").
8. **Third Amendment to Declaration of Covenants, Conditions and Restrictions for Catalina Del Sol, Lots 1 through 71, and Amendments of Assignment of Rights, Duties and Obligations**, dated as of October 6, 1993, and recorded as of January 25, 1994, in Docket 9715, commencing at page 2746, in the Records ("Third Amendment").
9. **Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Catalina Del Sol, Lots 1 through 71, and Amendment of Assignment of Rights, Duties and Obligations**, dated as of September 20, 1996, and recorded as of September 24, 1996, in Docket 10386, commencing at page 3474, in the Records ("Fourth Amendment").
10. **Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Catalina Del Sol, Lots 1 through 71, and Amendment of Assignment of Rights, Duties and Obligations**, dated as of December 21, 2000, and recorded as of January 3, 2001, in Docket 11457, commencing at page 1907, in the Records ("Fifth Amendment").

WHEREAS, the Grantor has caused Lots 30 through 35 referred to in the Original Declaration to be resubdivided and designated Lots 1 through 14 of Catalina Del Sol Resubdivision (by terms of the First Amendment); and,

WHEREAS, the Grantor has caused Lots 3 through 12, 15 through 22, and 24 through 29 referred to in the Original Declaration to be resubdivided and designated Lots 1 through 24 of Catalina Del Sol Running Ridge Estates (by terms of the Second Amendment); and,

WHEREAS, Catalina Del Sol Resubdivision Lots 1 through 14, inclusive (by terms of the Resubdivision Declaration) and Catalina Del Sol Running Ridge Estate Lots 1 through 24, inclusive (by terms of the Running Ridge Estates Declaration) have been subjected to the same conditions, covenants, restrictions, reservations and easements that are provided in the Original Declaration, as amended; and,

WHEREAS, the Additional Property, parcels 1 through 5, inclusive, as legally described on Exhibits "A" through "E" of the Fourth Amendment, have been subjected to the same conditions, covenants, restrictions, reservations and easements that are provided in the Original Declaration, as amended, with consent of the owner(s) of the Additional Property being subject to said encumbrance and after approval of the holders of record title to a majority of the lots subject to the Original Declaration, as amended (by terms of the Fourth Amendment); and,

WHEREAS, the Original Declaration, as amended, provide that Grantor may, at its sole option, assign all or any number of its rights, powers and duties to a non-profit homeowners corporation, and, as such, Grantor caused to be formed, under the laws of the State of Arizona, a homeowners' association (an Arizona non-profit corporation) known as "Catalina Del Sol Homeowners' Association," (hereinafter referred to as the "Association") with a principal place of business in Tucson, Pima County, Arizona, according to the terms of the following:

11. **Articles of Incorporation of Catalina Del Sol Homeowners' Association**, dated as of May 23, 1980, and filed with the Arizona Corporation Commission on June 5, 1980, File No. 504444 ("Articles of Incorporation").

WHEREAS, the Board of Directors ("Board") of the Association shall be elected by persons or entities having legal title to one or more lots in Catalina Del Sol, qualifying them as members of the Association ("Members"), and shall include no less than three (3) or no more than nine (9) Members; and,

WHEREAS, Grantor did, in fact, (1) transfer, assign and set over into the Association all of Grantor's rights, powers and duties under the Original Declaration, as amended, (2) transfer, assign and set over into Association the right to enforce each and every provision of the Original Declaration, as amended and (3) reserve to itself no such rights, powers or duties (according to the terms of the Assignment, as amended); and,

WHEREAS, Grantor also transferred into the Association the obligation to maintain the access easement to the subdivisions, as well as the entrance and identification walls, and

landscaping, found on Lot 24 of Catalina Del Sol Running Ridge Estates; Lot 2 of Catalina Del Sol Resubdivision; and Lot 1 of Catalina Del Sol (according to the terms of the Assignment, as amended); and,

WHEREAS, the transfer and assignment from Grantor to Association was intended by the parties to benefit the Association, and was not intended or desired that any third party rights be created. It was agreed that the only party that may enforce rights or duties pursuant to the Assignment is the Association, and that an individual owner or other third party has no rights pursuant hereto, unless granted in the Declarations. The entire and only agreements between the parties respecting the assignment and transfer are contained in the Assignment, as amended, and any representation, promise or condition not incorporated therein shall not be binding on either party; and,

WHEREAS, the road running from the Catalina Highway to the subdivision (Calle Entrada) was initially paved by the Grantor along the access easement to allow access to the subdivision, and Calle Entrada was subsequently dedicated to and accepted by Pima County for future maintenance and improvements; and,

WHEREAS, the eleven (11) documents listed above in their entirety ("Recorded Documentation") form the basis for the Declaration of Covenants, Conditions and Restrictions that currently apply to all the real property described in ARTICLE II of this document (referred herein collectively as the "Declaration"). Each and every one of said provisions, conditions, restrictions and covenants is and all are for the benefit of each Owner of real property described in ARTICLE II of this document, or any interest therein, and shall inure to and pass with each and every parcel of said subdivisions, and shall bind the respective successors in interest of the present Owner or Owners thereof. The provisions, conditions, restrictions and covenants are imposed upon the lots, all of which are to be construed as restrictive covenants running with the title to said lots and with each and every parcel thereof; and

WHEREAS, in addition to the eleven (11) documents listed above, the Directors of the Board of Catalina del Sol Homeowners' Association have established Bylaws of the Association that specify how the Association will operate. These Bylaws include, but are not limited to, definition, specification and/or establishment of Association Membership; periodic meetings of the Members and of the Board of Directors including quorum requirements and the use of proxies; procedures for nomination and election of the Directors of the Board; powers and duties of the Board and the officers of the Board; committees for conducting Association business under the direction of the Board; and keeping of books and records. The Bylaws are not recorded and do not form a part of the Declaration of Covenants, Restrictions and Conditions, and, as such, are not included in this compiled document (except by reference in this paragraph). Unlike the Declaration of Covenants, Restrictions and Conditions that can only be amended by a vote of the entire Membership, the Bylaws can be amended by the Board or by a vote of a majority of a quorum of Members present in person or by proxy at a regular or special meeting of the Members. The 2000 Board of Directors established the most recent Bylaws as follows:

12. **Amendment and Restated Bylaws of Catalina del Sol Homeowners' Association**, dated as of March 21, 2000. ("Bylaws").

WHEREAS, an Architectural Review Committee and a CC&R Compliance Committee have been established under the auspices of the Board, and the Board has approved written procedures by which these committees will operate to control and enforce the intent of this Declaration. The procedure documents are not recorded, and can be amended by the Board. They do not form a part of the Declaration, and, as such, are not included in this compiled document (except by reference in this paragraph).

NOW, THEREFORE, with the background as summarized in the RECITALS herein, the Recorded Documentation has been compiled, simplified, interpreted, updated and condensed (as of October 2002) into this Compiled Declaration of Covenants, Restrictions and Conditions Document ("Compiled Declaration"). This document is designed for ease of reference and use by the Owners of said property and by the Association only. It is not a legal document and has not been recorded. The conditions, covenants, restrictions, reservations and easements, as compiled, simplified, interpreted, updated and condensed (to be used for reference only) are contained herein, to-wit:

ARTICLE I

As used herein the following terms when capitalized shall mean:

"Approving Agent" shall be deemed to include, but not be limited to, an Architectural Control Committee that has been or may be appointed or designated by the Board of Directors ("Board") of the Association. The Approving Agent at all times shall report to and be subject to the jurisdiction and control of the Board. The Approving Agent shall employ a licensed architect in connection with the review of proposed plans and specifications for new home construction.

"Detached Single-Family Dwelling" or "Single-Family Dwelling" shall mean a building and structures customarily appurtenant thereto, erected and maintained in conformance with the requirements of this Declaration for private residential purposes and designed for occupancy by a single family. It shall not mean any professional office, flat, apartment, multi-family dwelling or duplex, lodging house, rooming house, hotel, hospital or sanatorium, even though intended for residential purposes. It shall expressly not include any mobile homes, manufactured homes, multi-sectional manufactured homes, modular homes or similar units which are manufactured elsewhere and moved to the lot for attachment to either a permanent or movable foundation.

"Grantor" and "Reversionary Owner" shall mean PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, as Trustee under Trust Number 10,933, and not in its corporate capacity, the signer of the Original Declaration, and, subsequently, the Association, as the successor Grantor.

"Outbuilding" shall mean an enclosed, covered structure or ramada not directly attached to a single-family dwelling to which it is appurtenant.

"Owner" shall mean each person or entity who is or becomes the owner of the fee or equitable title in a Building Site, or who has purchased a Building Site under a contract pursuant to the provisions of any recorded instrument, which site is located within the property legally described in ARTICLE II of this Declaration. Such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee. The legal title retained by a vendor selling under a contract and the legal title transferred to a trustee under a deed of trust shall not qualify the legal titleholder as an owner. The transfer of ownership as above defined (whether by sale, forfeiture, foreclosure, or otherwise) will work an automatic transfer of ownership to the new owner.

"Prosecuted Diligently" shall mean that work of constructing, altering or remodeling a single-family dwelling, garage, building or other structure on any part of said property shall be completed within twelve months from the commencement thereof, or as otherwise determined/specified by the Board.

"Residential Building Site" as well as "Building Site" shall mean any lot, a lot and portions of another contiguous lot, or two or more contiguous lots upon which a Detached Single-Family Dwelling may be erected in conformance with the requirements of this Declaration; provided, however, an ownership or single holding by any person comprising parts of two adjoining lots, or the whole of one lot and part or parts of one or more adjoining lots, may, at the option of the Board, be deemed to constitute a single lot. No lot subject hereto shall be resubdivided except as approved by the Board.

ARTICLE II

1. The real property which is, and shall be, conveyed, transferred, occupied and sold subject to this Declaration is located in the County of Pima, State of Arizona, and is more particularly described as follows (and herein referred to in entirety as Catalina Del Sol), to-wit:

Lots 1, 2, 13, 14, 23 and 36 through 71, inclusive, in Catalina Del Sol, a subdivision in Pima County, Arizona, according to the map or plat thereof record in the office of the County Recorder of Pima County, Arizona, in Book 29 of Maps and Plats at page 37; and,

Lots 1 through 14, inclusive, in Catalina Del Sol Resubdivision, a subdivision in Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 34 of Map and Plats at Page 47; and,

Lots 1 through 24, inclusive, in Catalina Del Sol Running Ridge Estates, a subdivision in Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 36 of Maps and Plats at page 1; and,

The Additional Property along Calle Entrada defined as the real property (parcels 1 through 5) legally described on Exhibits "A" through "E" of the Fourth Amendment.

ARTICLE III

1. No structures or improvements whatsoever, except public utility facilities, shall be erected, placed or permitted to remain on any portion of the above described land which does not constitute a Building Site.
2. No structures shall be erected, altered, placed or permitted to remain on any Building Site subject to this Declaration other than one first-class detached single-family dwelling, for private use, a private garage, patio wall, swimming pool, guest house, servants' quarters and other Outbuildings and improvements incidental to residential use of the premises. A garage shall be constructed on every Building Site before the residence built thereon is occupied. The garage shall be used as such unless the Board approves its use for some other purpose, and a door must be attached.
3. The native growth of the property, including cacti, mesquite and Palo Verde trees, shall not be destroyed or removed from any of the lots in said property by any of the lot owners, except such native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, detached single-family dwellings and necessary garages and other Outbuildings related to the residence and walled-in service yards and patios, unless written permission is first obtained from the Board. Desert broom may be removed from a lot by the lot owner without the approval of the Board. No private road or driveway shall be constructed until the person or persons desiring to construct the private road or driveway has submitted to the Approving Agent, as mentioned in Paragraph 4 hereof, two sets of plans showing the location, course and width of the road or driveway. The approval must be obtained in accordance with the provisions of Paragraph 4 of this Article, which relates to the construction of other improvements upon the property. In the event such growth is removed or destroyed without approval, Board may require the replanting or replacement of the same, the cost thereof to be borne by the lot owner.
4. All building plans, specifications and plot plans, including exterior color scheme, for any building, wall or structure to be erected on or moved upon or to any part of said property, the proposed location thereof on any Building Site and any changes after approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any Building Site shall be subject to the approval, in writing, of the Approving Agent appointed from time to time by the Board as its representative authorized for such purpose. Before beginning the construction of any building, wall, coping or other structure whatsoever, or remodeling, or reconstructing or altering said structure on any Building Site, the person or persons desiring to erect or construct or modify the same shall submit to the Approving Agent two complete sets of building plans and specifications, plot plans, including exterior color scheme, for the building, wall, coping or other structure so desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of said Approving Agent and which do not comply fully with the approved plans and specifications, shall be erected,

placed or maintained upon any Building Site. The location of the dwelling shall be placed on the approved site, which has been identified as such on a map of each individual lot provided to the owner by the Board or its Approving Agent (as originally designated by the Grantor). Approval of plans and specifications shall be evidenced by the written endorsement of the Approving Agent made on the plans and specifications, a copy thereof to be delivered by the Approving Agent to the owner or owners of the Building Site upon which the building or other structure is proposed to be erected, or to his agent or representative, prior to beginning said construction. One set of plans and specifications shall be delivered to the Board. No changes or deviations in or from the plans and specifications as approved by the Approving Agent shall be made without obtaining written approval of the Approving Agent. There shall be no changes of exteriors or roofs permitted unless written permission is given by the Approving Agent. The Association shall not be responsible for any structural defects in plans or specifications or in any building or structure erected according to the plans and specifications. Sewage systems and swimming pools are included within the meaning of the term "structure."

Notwithstanding anything in the Declaration to the contrary, the Approving Agent may adopt and amend, with the approval of the Board, such operating rules and procedures from time to time with respect to the approval of any building or other structure on any Building Site; provided that such operating rules and procedures shall not be inconsistent with this Declaration. Without limiting the generality of the foregoing, such rules and procedures may provide for an Owner in certain circumstances to pay a fee to the Association in connection with architectural review of plans and specifications. Approval of plans and specifications submitted by an Owner shall be in the sole discretion of the Approving Agent. Each Owner shall be solely responsible for (and the Board and the Association shall have no liability or responsibility for) obtaining all necessary governmental approvals and/or permits prior to any building, addition, alteration or modification of a building or other structure on any Building Site.

5. The Approving Agent shall have the right and privilege to disapprove any and all plans and specifications submitted to him or her as aforesaid, for any one or more of the following reasons, to-wit:
 - a. If said plans and specifications are not in exact accordance with each and every provision of this Declaration.
 - b. If, in the opinion of said Approving Agent, the architectural design of the proposed building or other structure as shown by said plans, specifications and plot plans, including exterior color scheme, or the location of any structure, is not in harmony with the general surroundings, or with the buildings or structures, or proposed buildings or structures on any Building Site subject to these covenants, or if the location or arrangement of any sewage system would endanger or interfere with any public or utility facilities or improvements. The decision of the Approving Agent with agreement of the Board shall be final.
 - c. If the plans and specifications submitted are not detailed or complete.
 - d. If the roof is of either a material or style different than that specified by the Approving Agent.

- e. If the plans and specifications submitted include the use of any mobile homes, manufactured home, multi-sectional manufactured home, modular home or similar unit which is proposed to be placed on the Building Site.
- f. If the proposed single-family dwelling would include less than 1,600 square feet of living area. No single-family dwelling shall be erected that is less than 1,600 square feet of living area. Living area shall be defined as that area which is fully enclosed, has heating and cooling and is used for general living purposes. Living area does not include garages, storage areas, workshops, covered porches and the like.
- 6. The Association shall not be liable in damages or otherwise to anyone who submits plans for approval, or to any owner or owners of land subject to these covenants by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any plans or specifications. Anyone submitting plans to the Association for approval, and any Owner, by acquitting title to any of the property covered hereby waives his claim for any damages or other relief.
- 7. No lot or portion thereof shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing or material may be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.
- 8. No billboards, advertising signs, or signs of any character shall be erected, placed, permitted or maintained on any lot or on any building erected thereon, other than a name plate of the occupant of any residence upon which his professional title may also be added, and provided no such sign or name plate shall exceed a size of one square foot. Signs must be of a uniform shape as designated by the Approving Agent. Provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each Building Site during the course of construction and initial sale of a new Single-Family Dwelling which shall not exceed five square feet. The sign shall not include any name other than the contractor's name.
- 9. All driveways and roads shall be treated and maintained with a minimum of a two-shot bituminous surface treatment to prevent dust.
- 10. All exterior lights must be so located as not to be directed toward surrounding properties or public rights of way.
- 11. All mailboxes and mail box standards shall be of a uniform shape, size, color, lettering and design as designated by the Approving Agent and purchased from Association at the Association's cost, in order that the area be strictly uniform in appearance with respect thereto.

12. All cooling and heating equipment shall be concealed. No evaporative cooler, air conditioning equipment, heating equipment, cooling or heating ducts or other equipment shall be placed, installed or maintained on the roof or wall of any building or structure, except that certain solar heating or cooling devices may be placed on roofs which completely conceal the same and are in no way detrimental to other properties within the subdivision. Specific prior written approval of the Approving Agent is required before placement of such devices. If not obtained, said devices shall be immediately removed by the owner at his expense.
13. Bermuda grass, except that of a variety recognized to be pollen free and approved in writing by the Association, shall not be grown on any lot.
14. All trees and other vegetation planted on any of the property shall be kept trimmed to a height which will not materially interfere with the principal views from neighboring Building Sites.
15. No derrick or other structure designed for use in boring for oil or natural gas or radio or television transmission towers or radio or television receiving towers shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas, petroleum, asphaltum or hydrocarbon product or substance be produced or extracted therefrom. Television receiving antenna shall not be included in the meaning of this paragraph; however, such antenna exceeding five feet above the roofline of the house shall be subject to approval by the Approving Agent. No Satellite dishes greater than one meter in diameter shall be erected unless approved by the Approving Agent.
16. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas and fuel oil, gasoline or oil, must be buried or walled in sufficiently to conceal them from the view of neighboring or other lots or roads or streets. All clothes lines, equipment and mechanical equipment shall be walled in, and wood piles, storage piles and construction materials shall be concealed at all times, so that none may be viewed from any point beyond the Building Site on which they are located. Trash or rubbish containers shall remain concealed from view of adjoining lots and from roadways and shall not be placed along street rights of way.
17. The property shall be used for Single-Family Dwelling purposes only; no business or commercial building may be erected on any lot and no business or commercial enterprise or other non-residential use may be conducted on any part thereof unless it meets all of the following requirements and is approved by the Board. The restriction on use of any lot for business or commercial enterprise shall not prohibit an activity if it meets all of the following requirements: (1) the existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the lot on which it occurs; (2) the activity is not inconsistent with or contrary to the character of the neighborhood as a single family residential community; (3) the activity does not increase that lot's use of the subdivision streets over that of a standard Single Family Dwelling; (4) the activity does not involve solicitation of CDS residents by anyone, whether or not a resident; (5) the activity does not

cause the owner of the lot to violate any other provision(s) of this Declaration; and (6) the activity is not a nuisance, or a hazardous or offensive use and does not threaten the safety or security of other residents of the subdivision, as may be determined in the sole discretion of the Board. The Board shall be the sole judge of whether such activity poses a nuisance or creates a disturbance in violation of the provisions hereof. The scope of the types of activities that are prohibited by this Section may be clarified, supplemented and interpreted by the Board from time to time, as it may choose in its sole discretion, so long as not materially inconsistent with the terms set forth above. This provision precludes the use of the property by any nonprofit corporation or foundation for use as a school, boarding house, retreat, or any other similar use, whether or not a charge is made for such use. Rental of any guesthouse is prohibited; the occupancy thereof shall be limited to members of the lot owner's family, guests or servants. This shall not be construed as preventing the leasing or renting of an entire lot, together with the improvements thereon for use as a single-family dwelling; provided, however, that any rental or lease agreement, including an agreement to rent the residence on a month-to-month basis, must be in writing and must provide that the failure of any tenant or lessee to comply with the Articles, By-Laws, Rules and Regulations and provisions of this Declaration shall be default under the CC&Rs by the owner. Any lease agreement shall be for a period of not less than thirty (30) days. The owner shall notify the Association in writing of the following: (1) the name(s) of any tenant(s) and property management companies occupying or managing any residence in the subdivision and their phone numbers, and (2) the length of the lease in months. The owner shall provide the tenant or lessee a copy of the Articles of Incorporation, By-Laws, CC&Rs and Rules and Regulations of the Association.

18. Any single-family dwelling, garage, building, swimming pool, wall, coping or other structure erected or placed upon any Building Site and every part thereof, including overhangs, shall be located not closer than thirty (30) feet to any property line of a Building Site. Any wall or coping may not exceed six (6) feet in height. Any plantings used to form a hedge shall be subject to the same setback requirements and height limitations as apply to a wall or coping. In determining the height of such wall, coping or hedge, the average ground level shall be used. However, exemptions from setback and height requirements for any structure or hedge may be granted by the Approving Agent when in its sole judgment such exemptions would not be detrimental to any other lot.

All patio walls, enclosures around mechanical equipment, and all other enclosures of any type shall be made of the same materials as that utilized to construct the single-family dwelling located on the property.

19. The property shall be subject to any and all rights or privileges, which the City of Tucson or the County of Pima, Arizona, may have acquired through dedication or the filing or recording of maps or plats of said property, as authorized by law. No condition, restriction or privilege or act performed hereunder shall be in conflict with any applicable City or County zoning law. Where the setback requirements set forth herein differ from applicable City of Tucson or County of Pima setback requirements, the more restrictive setback requirements shall prevail.

20. No garage or other building or structure shall be erected or permitted on any Building Site on the property until the construction and completion of a Single-Family Dwelling thereon, except a single-family dwelling and the necessary outbuildings, garages or other structures related thereto may be simultaneously constructed; provided, however, that nothing herein contained shall be construed to prevent the incorporation and construction of a garage in and as a part of such dwelling house.
21. No temporary house, dwelling, garage, outbuilding, house trailer, commercial vehicle or equipment, construction or like equipment, tent, mobile home, manufactured home, multi-sectional manufactured home, modular home or similar unit, or other structure shall be placed or erected upon any of said property. Boats, campers, other trailers, recreational and similar vehicles or equipment shall not be placed upon any of said property unless stored within an enclosed structure approved by Association. No residence placed or erected on any Building Site shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required, nor shall any residence when completed be in any manner occupied until made to comply with the approved plans, and all other conditions and restrictions herein set forth. The work of constructing, altering or remodeling any single-family dwelling, garage, building or other structure on any part of said property shall be Prosecuted Diligently from the commencement thereof until the completion thereof. Any single family-dwelling, garage, building or other structure damaged by fire or other casualty shall be repaired, replaced or removed within six months from the time of such damage; provided, that the Board may extend the time when in Board's opinion conditions warrant same.
22. No tennis court shall be constructed or permitted upon any part of the property; however, the Approving Agent may waive this restriction on a case-by-case basis when in its sole judgment such waiver would not be detrimental to any other lot.
23. Except on Catalina Del Sol Lots 41 through 47, inclusive, and Catalina Del Sol Resubdivision Lots 7, 8, 10, and 13, inclusive, no animals, birds or fowl of any kind other than customary domesticated household pets belonging to the household of the premises shall be kept or maintained on any part of the real property subject to this Declaration. In no event, however, are more than two dogs or cats more than ten weeks old permitted on said property. The Board shall have the right to order the removal from any lot of any animals, birds or fowl which may be objectionable to any of the residents on adjacent property. The owner of such animals, birds or fowl must immediately remove the same from the premises upon receipt of notice from the Board at owner's expense.
- On Catalina Del Sol Lots 41 through 47, inclusive, and Catalina Del Sol Resubdivision Lots 7, 8, 10, and 13, inclusive, no more than two horses may be kept by the owner of those lots. Any building or stable constructed to house the horses, as well as any corrals or other structures, shall have the specific approval of the Board prior to construction. The approval must be in writing and signed by the Board.
- 24.
- a. All electrical service and telephone lines from the utility company lines shall be placed underground and no outside electrical and telephone lines shall be placed

overhead. This requirement may be waived by the Board; provided, however, that one such waiver shall not constitute a waiver as to other lots or lines. Service to the individual Building Site of such lines shall be taken from the point assigned by the Approving Agent.

- b. Where sewer, if any, water or other public utility facilities have been installed to or near the property line of a particular lot, for the purpose of providing service to that lot, the service connection to service an improvement on that lot shall be made at and from the installed facility or point assigned by the Approving Agent only.
25. An easement upon and over the ten-foot perimeter of the original Catalina Del Sol Lots 1 through 71, inclusive, was reserved to the Grantor and maintained by the Association for utility purposes, with access thereto for installing, repairing and maintaining all facilities necessary for such purposes. The Association may assign any portion of this easement rights to any other person or persons for the purposes specified, but all of the utilities shall be installed in such a manner as not to disturb or change existing structures. Subsequently by terms of the Release, all right, title and interest in and to the reservation of this easement as to Lots 1 through 14 of Catalina Del Sol Resubdivision (originally referred to as Catalina del Sol Lots 30 through 35) ONLY were released.
26. No motor driven two-wheel or three-wheel vehicles (including but not limited to motorcycles, motor driven bicycles and mini-bikes) shall be kept or operated on any part of the property subject to these restrictions if such vehicle or the operation of such vehicle is disturbing to the owner or owners of any neighboring or nearby property for whose benefit these restrictions are created. The Board shall have the right to order the removal of and/or cessation of operation of any such vehicle, which is objectionable as provided in the preceding sentence. Upon receipt of a written order to remove and/or to cease operation of such vehicle, the owner of the property upon which such vehicle is located or being operated shall promptly comply with such order.
27. Exterior Maintenance. Each Owner shall be responsible for the upkeep and maintenance of Owner's lot, landscaping and residence, including all improvements.
- a. Lots/Landscaping. Lots and landscaping shall be maintained in a neat manner and shall be kept cleared of dead and/or decaying (combustible) materials lying on the ground. Rubbish piles, weeds or other conditions that would constitute a nuisance or eyesore shall be removed by the Owner. Overgrown areas may be thinned periodically, while maintaining the overall natural desert landscape, when such areas become inaccessible or constitute a fire hazard. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any street from ground level to a height of eight feet. Any lot/landscaping that shall be permitted to fall into an unkempt condition and thereby become or may become objectionable or detrimental to property values in the subdivision shall be cited as being in noncompliance with this Section.
 - b. Residences and other improvements. Exterior maintenance, repair, upkeep, repainting and re-roofing of residences, guest houses, barns, walls/fences, and driveways, including all improvements on the lot, shall be undertaken in a manner and with such frequency as shall keep such buildings and improvements in an attractive, well-kept and maintained condition. Any driveway, residence or other improvement that shall be

permitted to fall into disrepair and thereby becomes or may become objectionable or detrimental to property values in the subdivision shall be cited as being in noncompliance with this Section.

- c. Remedies. The Board of Directors, in cooperation with the CC&R Compliance Committee, shall have the right to determine whether or not a lot, landscaping, residence or other improvement is in need of exterior maintenance, repair and upkeep. The Committee and Board shall use a reasonably high standard to determine whether such exterior maintenance, repair and upkeep is required so that the lot, landscaping or residence/improvement reflect pride of ownership that would be found in a quality residential development. The Owner of any unkempt lot, landscaping or structure/improvement considered to be in a state of disrepair shall, after a hearing held by the Board and upon receipt of written notice from the Board, cause repairs to be made within a reasonable period of time, normally within sixty days, or as otherwise required by the Board.

ARTICLE IV

1. Grantor has formed, under the laws of the State of Arizona, a non-profit, homeowner's corporation, referred to herein as the Association (according to the terms of the Articles of Incorporation). Grantor was given the right at Grantor's sole option at any time to assign or otherwise transfer to the Association all or any number of the rights, powers and duties retained by Grantor under this Declaration. Grantor did subsequently transfer, assign and set over into the Association all of Grantor's rights, powers and duties under the Declaration, and the Grantor reserved to itself no such rights, powers or duties (according to the terms of the Assignment). Thereupon, it is currently the responsibility of the Association to exercise said rights and powers and perform said duties to further the purposes for which the Association is organized.
2. Said Association was formed for the general purpose of providing for maintenance, preservation and architectural control of the property of the Owners and the Association; and promoting the health, safety and welfare of the owners, and for these purposes to exercise the rights, powers and perform the duties assigned to it by Grantor and granted to it by the Articles of Incorporation of the Association.
3. Each Owner as defined by this Declaration shall automatically become a Member of the Association; provided, however, that the Board of Directors of the Association may establish additional requirements for maintaining such membership. Where Owner as defined by this Declaration includes more than one person or entity, such persons or entities shall be deemed one Member. Each Member shall be entitled to one vote, unless the number of votes is otherwise provided for in the declaration applicable to the Owner's Building Site.
4. The Owner of each lot bound by this Declaration shall pay to the Association within ten (10) days from receipt of an invoice a sum equal to the total of the following:

- a. The pro rata share of the actual cost to the Association which in the judgment of the Association are incurred to promote the preservation and architectural control of said property and the health, safety and welfare of the Owners, and professional fees incurred by the Association in connection therewith, to the extent such costs and other expenses are not covered by funds theretofore collected and reserved for such purpose. This specifically includes funds to hire an attorney to enforce deed restrictions.
 - b. The pro rata share of the estimated future costs and expenses listed on subparagraph a above which the Association determines shall be necessary to collect in advance and which are not covered by funds theretofore collected and reserved for such purposes.
 - c. The proration of the total of such costs and expenses shall be made on the basis that each lot will bear an equivalent share of such charges.
5. The total amount for such assessments against any single lot for any calendar year shall not exceed the sum of \$100.00, provided, however, the stated annual maximum sum assessed against each lot may be increased with the approval of the Association.
 6. Invoices for payment of any and all assessments may be submitted monthly or at any other interval as may be fixed by the Association. In the event any such invoice is mailed to the Building Site, the amount of such invoice shall be and become a lien upon the Building Site against which such assessment was levied. Such lien may be enforced and foreclosed as provided for the enforcement and foreclosure of mechanics' and materialmen's liens in Arizona.
 7. The lien for such assessments shall be subordinate to the lien of any mortgage or deed of trust made in good faith for value covering the same property or a portion of the same property against which said assessment or assessments are made, which mortgage or deed of trust is recorded prior to recordation of the claim for such assessments, but the liens of such assessments shall be binding and effective against any party who owns any such property during the period for which such an assessment is made even though the title of such party is acquired through foreclosure, forfeiture, trustee's sale or otherwise.
 8.
 - a. The officers, Directors and committee members of the Association shall not be legally liable for any acts or omissions in the course of Association business, except to the extent the person failed to act in good faith or in violation of the applicable standard of care.
 - b. To the fullest extent allowed by law, the Association shall indemnify every officer, Director and committee member against all claims made against them arising out of or in the course of Association business and hold harmless against all judgments, verdicts or dispositions of any claims rendered against them as a result of said claims, including reasonable expenses and attorneys fees incurred in the investigations and defense of said claims and actions.

ARTICLE V

1. Any or all of the provisions, conditions, covenants, restrictions and reservations herein are subject to waiver by the Association and any such waiver may apply at the option of the Board to less than all of the lots without waiver of such provisions, conditions, covenants, restrictions and reservations as to any other lot or lots.
2. The Association shall have the right, from time to time, to make any changes it desires in these conditions and restrictions which it deems beneficial to the owners of the majority of the lots bound by them.
3. In the event that any one or more of the conditions, restrictions, and covenants herein set forth and contained or any changes made therein shall be declared for any reason, by any court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions, restrictions and covenants not so expressly held to be void, but all the remaining conditions, restrictions, and covenants not so declared to be void shall continue unimpaired and in full force and effect.
4. In the event it is held by any court of competent jurisdiction that the period specified in paragraph 1 of ARTICLE VI is in violation of the rule against perpetuities in Arizona, then and in such event the period specified in said paragraph shall thereupon be automatically modified so that the period specified therein is not more than twenty-one years from the date of this Declaration.

ARTICLE VI

1. All of the aforesaid provisions, conditions, covenants, restrictions and reservations shall continue and remain in full force and effect at all times as against the owner of any portion of said property, however his title thereto may be acquired, until the commencement of the calendar year 2002, and shall be automatically continued thereafter for successive periods of ten years each; provided the holders of record title of a majority of the lots subject to these restrictions may, by executing and acknowledging appropriate agreement or agreements in writing for such purpose and recording the same at any time at least one year prior to January 1, 2002, release all of the land so restricted from any one or more of said restrictions or may release any of the property subject to these restrictions from any one or more of said restrictions, said release, change or modification to be effective January 2, 2002. During each successive ten-year period after January 1, 2002, a majority of record title holders shall have the same power to release, change or modify said restrictions as to any property then covered by said restrictions by executing, acknowledging and recording an appropriate agreement or agreements at least one year

prior to expiration of said ten-year period, said release, change or modification to be effective at expiration of said ten-year period.

2.

a. A breach of any of the conditions, covenants, restrictions and reservations hereby established shall cause the title to the Building Site upon which said breach occurs to revert to the Association, as the owner of such reversionary rights herein provided for and the owner of such reversionary rights shall have the right to immediate re-entry upon such real estate in the event of any such breach and as to each lot owner in said property the said provisions, conditions, covenants, restrictions and reservations shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the owner of the reversionary rights or his assignee or by any owner of any property for whose benefit these restrictions have been established, but by no other person.

b. An Owner of any lot who permits the breach of any of these conditions, restrictions and covenants by himself/herself or by persons over whom he or she exercises either direct or indirect control shall be given at least ten (10) days written notices, by first class mail sent to his/her last known address or personal service, to remedy said breach. If such breach is not remedied as provided, the Association shall have the right to record a written Notice of Noncompliance by any Owner, resident and/or tenant of any restriction or provisions of the CC&Rs and Rules and Regulations. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (1) the name of the Owner, resident and/or tenant; (2) the legal description of the lot against which the notice is being recorded; (3) a brief description of the nature of the noncompliance; (4) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (5) a statement of the specific steps which must serve as a notice to the Owner, resident and/or tenant to cure the noncompliance. Recording of a Notice of Noncompliance shall serve as a notice to the Owner, resident and/or tenant, and to any subsequent purchaser of the lot, that there is such a noncompliance. If, after the recording of such notice, it is determined by the Association that the noncompliance referred to in the notice does **not** exist or that the noncompliance referred to in the notice has been cured, the Association shall record a Notice of Compliance which shall state the legal description of the lot against which the Notice of Noncompliance was recorded, the recording date of the Notice of Noncompliance, and shall state that the noncompliance referred to in the Notice of Noncompliance has been cured or, if such be the case, that it did not exist. This notice may place a cloud on the title to the property, which may limit an Owner's ability to convey full legal title to said property. Nothing in this paragraph shall be construed to limit any other remedy available at law or equity for breach of the covenants. Notwithstanding the foregoing, failure by the Association to record a Notice of Noncompliance shall not constitute a waiver of any existing noncompliance or evidence that no noncompliance exists.

c. The breach of any of the foregoing conditions, covenants, restrictions or reservations or any re-entry by reason of such breach, shall not affect or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property, but said conditions, covenants, restrictions and reservations shall be binding upon and effective against any party acquiring title to any

such property, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

3. Although the provisions, conditions, covenants, restrictions and reservations may be modified or terminated as provided herein, any and all reversions for breach of said provisions, conditions, covenants, restrictions and reservations committed or suffered prior to said expiration shall be absolute.
4. In the event the Association incurs attorney's fees, court costs or other expenses in enforcing the Association's rights under this Declaration, said costs and expenses shall be paid by the Owner, trustee or owner of an interest in any of the property hereinabove described committing or permitting the breach giving rise to such costs and expenses, and the Association shall have a lien upon such lot or lots to secure payment of all such amounts. Such lien may be enforced and foreclosed as provided for the enforcement and foreclosure of mechanic's and materialman's liens in Arizona.
5. No delay or omission on the part of the Association or the Owner of other lots in said property in exercising any right, power or remedy herein provided shall be construed as a waiver thereof or acquiescence in any breach hereof; and no right of action shall accrue nor shall any action be brought or maintained by anyone on account of any breach hereof or for imposing restrictions herein which may be unenforceable.

The original Declaration of Covenants, Conditions and Restrictions for Catalina del Sol was executed by the Grantor on May 10, 1978. The Catalina del Sol Homeowners' Association was incorporated on May 23, 1980, and the Grantor assigned its rights, duties and obligations to the Association on March 5, 1987 with amendments on October 6, 1983. The original Declaration was amended by the Grantor on June 12, 1981, January 18, 1983, and October 6, 1993, and by the Association on September 20, 1996, and December 21, 2000. The two resubdivisions were subjected to the same Declarations on July 2, 1981 and on February 2, 1983, respectively.

This compiled document, providing historical perspective and a current summary of the Declaration of Covenants, Conditions and Restrictions for Catalina del Sol, was created under the auspices of the Board of Directors of the Catalina del Sol Homeowners' Association and was approved as of October 1, 2002 for use ONLY by the Association and its Members with the limitations as specified in the disclaimers herein.

Retyped from the original documents by Amy Obuch.

Edited, interpreted, updated and compiled by Allan Garon

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H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Page 1 of 3

Document updated:
October 2021



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SELLER'S NOTICE OF H.O.A. INFORMATION

1. Seller: Dianne M Turausky, Trustee Andrew J Turausky, Trustee
2. Premises Address: 9931 E. Mount Pleasant Dr. Tucson AZ 85749
3. Date: 07/31/2025

4. INSTRUCTIONS: (1) Homeowner's association ("H.O.A.") information on page 1 to be completed by Seller at the time of listing the
5. Premises for sale. (2) Upon completion, this Addendum shall be uploaded to the multiple listing service, if available, or delivered to
6. prospective buyers upon request prior to prospective buyer's submission of a Residential Resale Real Estate Purchase Contract to Seller.

ASSOCIATION(S) GOVERNING THE PREMISES

7. H.O.A.: Catalina Del Sol HOA Contact Info: James Hunter
8. Management Company (if any): _____ Contact Info: 520-241-7750
9. Amount of Dues: \$ 75.00 How often? Annually
10. Amount of special assessments (if any): \$ _____ How often? _____ Start Date: _____ End Date: _____
MO/DAY/YR MO/DAY/YR
11. Master Association (if any): _____ Contact Info: _____
12. Management Company (if any): _____ Contact Info: _____
13. Amount of Dues: \$ _____ How often? _____
14. Amount of special assessments (if any): \$ _____ How often? _____ Start Date: _____ End Date: _____
MO/DAY/YR MO/DAY/YR
15. Other: _____ Contact Info: _____
16. Amount of Dues: \$ _____ How often? _____

FEES PAYABLE UPON CLOSE OF ESCROW

17. Transfer Fees: Association(s) fees related to the transfer of title: H.O.A.: \$ _____ Master Association: \$ _____
18. Capital Improvement Fees, including but not limited to those fees labeled as community reserve, asset preservation, capital reserve,
19. working capital, community enhancement, future improvement fees, or payments: H.O.A.: \$ _____ Master Association: \$ _____
20. Prepaid Association(s) Fees: Dues, assessments, and any other association(s) fees paid in advance of their due date:
21. H.O.A.: \$ _____ Master Association: \$ _____
22. Disclosure Fees: Association(s)/Management Company(ies) costs incurred in the preparation of a statement or other documents
23. furnished by the association(s) pursuant to the resale of the Premises for purposes of resale disclosure, lien estoppels and any other
24. services related to the transfer or use of the property. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate
25. of \$400.00 per association. As part of the Disclosure Fees, each association may charge a statement or other documents update fee of
26. no more than \$50.00 if thirty (30) days or more have passed since the date of the original disclosure statement or the date the documents
27. were delivered. Additionally, each association may charge a rush fee of no more than \$100.00 if rush services are required to be
28. performed within seventy-two (72) hours after the request. H.O.A.: \$ _____ Master Association: \$ _____
29. Other Fees: \$ _____ Explain: _____
30. SELLER CERTIFICATION: By signing below, Seller certifies that the information contained above is true and complete to the best of
31. Seller's actual knowledge as of the date signed. Broker(s) did not verify any of the information contained herein.
32. Dianne M Turausky 7/31/25 Andrew J Turausky 7/31/2025
33. ^ SELLER'S SIGNATURE MO/DAY/YR ^ SELLER'S SIGNATURE MO/DAY/YR
Dianne M Turausky, Trustee Andrew J Turausky, Trustee

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ADDITIONAL OBLIGATIONS

34. If the homeowner's association has less than 50 units, no later than ten (10) days after Contract acceptance, the Seller shall provide
 35. in writing to Buyer the information described below as required by Arizona law.
36. If the homeowners association has 50 or more units, Seller shall furnish notice of pending sale that contains the name and address
 37. of the Buyer to the homeowner's association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract.
 38. Escrow Company is instructed to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide information
 39. described below to Buyer within ten (10) days after receipt of Seller's notice.
40. **BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR HOMEOWNER'S**
 41. **ASSOCIATION TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.**

INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

42. 1. A copy of the bylaws and the rules of the association.
43. 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
44. 3. A dated statement containing:
45. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an
 46. association management company, an officer of the association or any other person designated by the board of directors.
 47. (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or
 48. other assessment, fee or charge currently due and payable from the Seller.
 49. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
 50. (d) The total amount of money held by the association as reserves.
 51. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any
 52. alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information
 53. regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated
 54. to disclose alterations or improvements to the Premises that violate the declaration. The association may take action
 55. against the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
 56. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations
 57. or improvements to the unit that violate the declaration.
 58. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association,
 59. including the amount of any money claimed.
 60.
61. 4. A copy of the current operating budget of the association.
62. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may
 63. provide a summary of the report in lieu of the entire report.
64. 6. A copy of the most recent reserve study of the association, if any.
65. 7. Any other information required by law.
66. 8. A statement for Buyer acknowledgment and signature are required by Arizona law.

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BUYER'S ACKNOWLEDGMENT AND TERMS

67. Buyer: _____
68. Seller: Dianne M Turausky, Trustee Andrew J Turausky, Trustee
69. Premises Address: 9931 E. Mount Pleasant Dr. Tucson AZ 85749
70. **NOTE: LINES 71-76 TO ONLY BE COMPLETED BY BUYER, AND NOT SELLER!**
71. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the
72. above referenced Premises.
73. **Transfer Fees** shall be paid by: ☐ Buyer ☐ Seller ☐ Other _____
74. **Capital Improvement Fees** shall be paid by: ☐ Buyer ☐ Seller ☐ Other _____
75. Any additional fees not disclosed on page 1 and payable upon close of escrow shall be paid by: ☐ Buyer ☐ Seller ☐ Other _____
76. _____
77. Buyer shall pay all **Prepaid Association Fees**.
78. Seller shall pay all **Disclosure Fees** as required by Arizona law.
79. In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain Association(s)/Management Company(ies) documents.
80. **BUYER VERIFICATION:** Buyer may contact the Association(s)/Management Company(ies) for verbal verification of association
81. **FEES PAYABLE UPON CLOSE OF ESCROW.**
82. **ASSESSMENTS:** Any current homeowner's association assessment which is a lien as of Close of Escrow shall be paid in full by Seller.
83. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.

ADDITIONAL TERMS AND CONDITIONS

84. _____
85. _____
86. _____
87. _____
88. **BUYER ACKNOWLEDGEMENT:** By signing below, Buyer acknowledges receipt of all three (3) pages of this addendum and acknowledges
89. that, although Seller has used best efforts to identify the amount of the fees stated herein, the precise amount of the fees may not be known
90. until written disclosure documents are furnished by the Association(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and
91. §33-1806). Buyer further acknowledges that Broker(s) did not verify any of the information contained herein. Buyer therefore agrees to
92. hold Seller and Broker(s) harmless should the **FEES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.
93. The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.
94. _____
95. ^ BUYER'S SIGNATURE MO/DAYR ^ BUYER'S SIGNATURE MO/DAYR
96. **SELLER'S ACCEPTANCE:**
97. _____
98. ^ SELLER'S SIGNATURE MO/DAYR ^ SELLER'S SIGNATURE MO/DAYR
Dianne M Turausky, Trustee Andrew J Turausky, Trustee

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DAYR