

**DORADO COUNTRY CLUB ESTATES**  
**Blocks 9 & 10**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS;**

That STEWART TITLE AND TRUST COMPANY OF TUCSON, as Trustee under trust number 1550, being the owner of the following described real property:

Dorado Country Club Estates, Blocks 9 and 10, Lots 1 through 51, common area lot 52, common recreation area lot 53, and private streets lots 54 and 55, being a portion of the southeast quarter of Section 6, Township 14 south, Range 15 east, G. & S. R. B. & M., Pima County, Arizona, according to the official map or plat thereof of record in the office of the Pima County Recorder in book 28 of Maps and Plats at page 47 thereof

And desiring to establish the nature of the use and enjoyment of the above-described property, hereby declares that the following covenants, restrictions and reservations shall attach to said real property and every portion thereof and shall constitute covenants running with the land for the benefit of all the land described above.

1. Said premises shall be used for residential use only and construction thereon is restricted to single family dwellings attached or detached and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises, except for lots 52, 53, 54 and 55 which shall be used only for those uses ordinarily used in common areas and recreational areas and streets as indicated on the plat above referred to.

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

3. No animals, livestock or poultry shall be kept on the premises other than household pets, and no signs of a commercial nature (except for one "for Rent" or "For Sale" sign per parcel) shall be allowed and no billboard, store, office or other place of business of any kind, and no institution or other place for the care or treatment of the sick or disabled, sickly or mentally, shall be placed or permitted to remain on said premises, nor shall any theatre, bar,

restaurant, saloon or other place of entertainment ever be erected or permitted upon the premises or any part thereof, and no trailer of any kind, mobile home, recreational vehicles, camper or boat will be permitted to remain on the premises for longer than 24 hours unless inside a garage, and no business of any kind or character whatsoever shall be conducted in or from the premises except the business of the developer during the period of development and sale of units in this area, nor shall any unsightly object or nuisance (including but not limited to outside aerial or antenna) be erected, placed or maintained on any of said premises, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any unit in the subdivision.

4. Each unit shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets, except for the day of trash collection, at which time the trash containers shall be immediately removed from the point of collection and returned to the screened areas.

5. The character of the landscaping to be placed on the front, back and/or side yards must be such as to complement landscaping established in the common areas. All such landscaping shall be maintained according to the character and standards initially established by the developer.

6. All screening areas, whether fences, hedges or walls, shall be erected or maintained upon the units in said subdivision in accordance with the original construction of the buildings located on the premises, as approved by the neighborhood association formed contemporaneously herewith known as Dorado Country Club Estates Association for Blocks 9 & 10, a nonprofit corporation, hereinafter known as the "Association".

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

8. Ownership of the units in Dorado Country Club Estates covered by these restrictions shall be evidenced by a deed to the parcel and only residential dwelling units will be constructed upon the subdivided units.

9. All private streets within or fronting the blocks described herein, the common areas, and the recreational facilities, as the same now exist, or as hereafter amended, shall be conveyed by the undersigned to the "Association".

10. DORADO COUNTRY CLUB ESTATES ASSOCIATION for Blocks 9 and 10, a nonprofit corporation, organized and existing under and by virtue of the State of Arizona governing non-profit corporations shall accept ownership of and provide such necessary and appropriate

action for the proper maintenance and upkeep of all privately owned interior streets, roadways, recreation areas and any other common areas owned by the corporation, pursuant to the terms hereof. It shall also provide for the payment of taxes and maintenance of common areas, common recreational facilities, private streets and collection and payment of all other items specified herein. Membership in said corporation shall be as provided for in the articles of incorporation and by-laws adopted by the corporation. The corporation shall become a member of the master association known as DORADO COUNTRY CLUB ESTATES IMPROVEMENT ASSOCIATION NUMBER ONE in order to cooperate with the owners of other lots in said area and to provide for the maintenance of exterior streets and other matters of general interest to the entire DORADO COUNTRY CLUB ESTATES development and pay their pro-rata share for such maintenance.

11. DORADO COUNTRY CLUB ESTATES ASSOCIATION for Blocks 9 and 10, a non-profit corporation, shall do all things necessary for the general benefit and welfare of the property owners of land described herein and shall manage including but not limited to:

- A. Management of the common areas as of the lands described herein.
- B. Collection of all charges against units described herein, in DORADO COUNTRY CLUB ESTATES as provided for or permitted hereunder.
- C. Enforcement of the rights and powers granted to it hereunder.
- D. Installation, replacement, repair and maintenance of all landscaping, lighting, recreational facilities (including, swimming pool service) equipment and furniture and other improvements in the portions of the lands described herein, all of which shall be maintained according to the character and the standards initially established by the developer.
- E. Payment of taxes on private, interior roads and any other property acquired by the corporation.
- F. Utilities and insurance premiums in connection with common and recreational areas and facilities and private interior streets.
- G. Repair replacement and maintenance of any landscaping and improvements located in a unit constructed on the lands described herein which are not maintained by the owner in accordance herewith.
- H. To be responsible for the construction, control, maintenance, safety and liability of all private streets and common areas within the property described above.
- I. Fire and extended coverage insurance premiums for the property of the owners including their residences except for any personal contents owned by such owners

which the owners will be responsible for insuring themselves.

J. Each individual owner will be responsible for the maintenance of sewer house connection line from the main sewer line to the house including that portion running through the common area.

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

12. The record owner of each unit constructed upon the land described herein shall pay to DORADO COUNTRY CLUB ESTATES ASSOCIATION for blocks 9 and 10, a non-profit corporation, within ten (10) days from the receipt of notice and invoice a sum equal to the total of the following to be determined by the Board of Directors of said corporation:

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

The total amount of items listed above shall not exceed \$720.00 per unit per year except by written consent of the owners of record of a majority of the units constructed on the lands described herein (said consents to be tabulated upon the basis of one such consent per unit) and these consents shall be submitted to the Board of Directors of the corporation during the calendar year in which such excess sum is to be collected; provided, however, that if the total of the items listed in the forgoing paragraphs exceeds \$600.00 for each of the first two (2) years after the date hereof, then the higher amount shall be substituted for \$600.00 as the maximum for subsequent years; provided, further, however, that any such maximum shall be automatically increased in proportion to any increase in the cost of living index published by the United States department of Labor, over the amount of such index which is current on the date of this declaration.

Notwithstanding anything herein to the contrary, the undersigned and its successors and assignees shall not be required to pay any dues, fees, costs or assessments to the corporation during the period of development and sale of units located upon the lands described herein. Notices and invoices for payment may be submitted monthly or at any regular intervals as may be fixed by the Board of Directors. In the event any such invoice is not paid within thirty (30) days from the date the notice and invoice is mailed to the unit owner, the amount of such invoice shall be and become a lien upon the unit or units against which such assessment was levied. Such lien may be perfected and foreclosed in the manner as may be provided for by statute for the foreclosure of materialmens liens or in such manner as may be provided for by the articles of incorporation of the corporation or in such a manner as may be adopted by the Board of Directors of the corporation.

13. Upon the failure of any owner of a unit to maintain the premises and the improvements thereon in a manner satisfactory to the Board of Directors of DORADO COUNTRY CLUB ESTATES ASSOCIATION for Blocks 9 and 10, a non-profit corporation, said corporation through its agents and employees is herewith granted the right to enter upon such unit and to make such reasonable repairs, maintenance, rehabilitation or restoration of the premises and the exterior of any improvements located thereon as may be necessary, and the cost thereof shall be charged against the owner of said unit by invoice as hereinabove provided for and same shall be a lien upon said unit and said lien may be foreclosed as hereinabove set forth.

14. Except for the developer's construction buildings and developers planned construction of improvement, no improvement whether building, fence, wall or other structure shall be commenced, erected or maintained on any unit in the above-described property until the plans and specifications for the same showing all construction details including shape, height, color, materials, floor plans, location, and approximate cost shall be submitted to and approved by the Board of Directors of DORADO COUNTRY CLUB ESTATES ASSOCIATION for blocks 9 and 10, a non-profit corporation, and a copy thereof as finally approved included in the minutes of the meetings of said Board of Directors, said board shall have the right to deny approval of any plans or specifications which are not in its opinion suitable or desirable for esthetic or other reasons and said Board of Directors shall have the right to take into consideration the effect of any proposed structure of building and the materials of which the same is to be built upon the site where the same is proposed to be erected or constructed, the suitability of the same with the surrounding area and the effect of such structure or building upon adjacent and neighboring properties. All subsequent painting, additions, alterations or improvements on any building, fence, wall or other structure shall be also subject to the prior approval of the Board of Directors.

15. It is contemplated that additional property described as DORADO COUNTRY CLUB ESTATES may hereafter be subdivided and developed into additional units, streets and other common areas. The owners of all such additional units shall be members of this association or members of neighborhood association similar to DORADO COUNTRY CLUB ESTATES ASSOCIATION FOR Blocks 9 and 10, a non-profit corporation, upon purchase of their respective units with obligations, responsibilities, rights and privileges to those herein set forth and granted the unit owners purchasing units in the lands described herein. At such time as such additional improvement associations or corporations are formed, they shall have all of the rights and powers and perform all of the duties and obligations in relation to the lands encompassed by such corporation as are contemplated herein for the lands described herein. Said additional neighborhood corporations shall become members of the master association know as DORADO COUNTRY CLUB ESTATES IMPROVEMENT ASSOCIATION NUMBER ONE which said master association shall be responsible for replacements, repair, maintenance and security as are not specifically for a particular area. Said master association shall be responsible for the maintenance of any facilities common to all of the neighborhood associations and unit owners herein.

16. Each unit owner of a unit constructed on the lands described herein shall be subject to the following limitations and restrictions with respect to party walls constructed within the area described herein as follows:

- A. Every wall which is built as part of the original construction within the lands described herein and placed on the dividing line between separate units in the subdivision shall constitute and be considered a party wall, and also such wall each of the owners immediately adjacent thereto shall assume the obligations and be entitled to the rights and privileges of these restrictive covenants and to the rights, duties and obligations which may appear in the articles of incorporation of DORADO COUNTRY CLUB ESTATES ASSOCIATION for blocks 9 and 10, a non-profit corporation, and by-laws of said corporation and to the extent not inconsistent herewith, the general rules of law regarding party walls.
- B. If any party wall is damaged or destroyed through the act or acts of an adjoining owner or his agents, servants, guests, or members of his family whether such action is willful, negligent or accidental, such owner shall forthwith proceed to rebuild or repair the same to as good a condition as formerly without cost to the other adjoining owner. The failure to forthwith institute rebuilding or repairing of such party wall shall be sufficient reason for the Board of Directors of the "ASSOCIATION" to rebuild or repair the same and charge the unit of the responsible owner under the provisions hereof as set forth previously and to cause said charge to be a lien upon such unit as provided herein.
- C. Any party wall damaged or destroyed by some act or event other than that produced by one of the adjacent owners, his agents, servants, guests or family, shall be rebuilt or repaired by both adjoining owners to the same good condition as formerly at their joint and equal expense and as promptly as reasonably possible. The failure of adjoining owners to make such rebuilding or repairs as are reasonably necessary shall be sufficient reason for the Board of Directors of the "ASSOCIATION" to rebuild or repair said party wall and charge the units of both adjoining owners as provided for herein.
- D. Any owner of a unit who proposes to modify, rebuild, repair or make additions to his own, residence or on any structure upon his unit in any manner which requires the extension, alteration or modification of any party wall, shall first obtain the written consent of the adjacent owner in addition to meeting the requirement of these restrictive covenants of the building codes or similar ordinances of any government affected and by the requirements of the articles of incorporation and by-laws of the "ASSOCIATION".
- E. In the event of a disagreement between the owners of adjoining units with respect to

the repair, reconstruction or maintenance of a party wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then upon the written request of either of said owners to the Board of Directors of the "ASSOCIATION" the matter shall be submitted to said board for arbitration under such rules as may be from time to time adopted by the board. If no such rules are adopted or the board refuses to act, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two (2) chosen or if they cannot agree within five (5) days, then the third arbitrator shall be any Judge of the Pima County Superior Court. A determination of the matter signed by any 2 or 3 arbitrators shall be binding upon all persons.

- F. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants nor the obligations, rights, duties, and limitations set forth upon the individual unit owners by reason of these restrictive covenants or by reason of the articles of incorporation of the "ASSOCIATION" or its bylaws.
- G. In the event a patio wall located over an existing easement is damaged of necessity, partially removed as a result of a utility company's entry into existing easement over which such patio wall is constructed, then in that event the "ASSOCIATION" will have the responsibility of rebuilding and replacing such damaged patio wall at the expense of the "ASSOCIATION".
- H. The covenants and agreements herein contained shall be binding upon the heir, administrators, successors and assigns of the owners, but no person shall be liable for any act or omission respecting the covenants herein contained, except such as took place while such person was an owner.

17. The restrictive covenants, conditions, limitations and agreements herein contained shall run with and bind the land for a term of twenty-five (25) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years (unless at the time of expiration of these covenants, conditions, limitations and agreements, the owners of the majority of the lots located in said subdivision shall by a written instrument declare that same shall not be renewed or extended) and shall be binding upon all persons purchasing, leasing, subleasing or occupying any unit or units in the above described premises after the date upon which this instrument has been recorded for the benefit of the property described herein. The covenants, restrictions and reservations herein contained may be enforced by the Board of Directors of DORADO COUNTRY CLUB ESTATES ASSOCIATION for Blocks 9 & 10, a non-profit corporation described herein by the undersigned or by anyone or more of said individuals and/or corporations; provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition or any right of re-entry by reason thereof shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said unit or units and except as herein provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises who's title thereto is acquired by

foreclosure, trustees sale or otherwise and provided also, that the breach of any said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments or covenants of any interest in all or part of the units constructed upon the land described herein, shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provide, however, that the restrictive covenants, terms and condition of this instrument shall be binding upon all persons affected by the same.

18. The forgoing declaration of covenants, conditions and restrictions may be amended by the act of the Board of Directors of DORADO COUNTRY CLUB ESTATES ASSOCIATION for Blocks 9 and 10, a non-profit corporation, at any time after the common areas referred to herein have been conveyed to said "ASSOCIATION" and prior to that date, may be amended by the undersigned, its nominees or successor in interest.

19. The invalidity of anyone or more of the agreements, covenants, restrictions, reservations or conditions herein contained by judgment, decree or court order shall in no way affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

Date this 7<sup>th</sup> day of February. 1977

STEWART TITLE AND TRUST COMPANY OF TUCSON,  
as trustee under trust number 1550, as Trustee only and not in its Corporate Capacity

Signed by Wanda Dannenfelser  
Book 5485 Page 512 & 526

And properly notarized on March 18, 1977



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

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KNOW ALL MEN BY THESE PRESENTS;

That STEWART TITLE AND TRUST COMPANY OF TUCSON, as Trustee under Trust Number 1550, being the owner of the following described real property;

Dorado Country Club Estates, Blocks 9 and 10 Lots 1 through 51, common area lot 52, common recreation area lot 53, and private streets lots 54 and 55, being a portion of the southeast quarter of section 6, Township 14 South, Range 15 East, G. & S. R. B. & M., Pima County, Arizona, according to the official map or plat thereof of record in the office of the Pima County Recorder in Book 28 of Maps and Plats at page 47 thereof.

and desiring to amend the Declaration of Covenants, Conditions and Restrictions applying to the above described real property which were recorded on March 18, 1977 in the Office of the Pima County Recorder in docket Book 5485 at page 512 thereof, by adding a new Paragraph 2.B which shall read as follows:

“2.B Each owner of a house constructed on a lot described above hereby agrees and covenants for himself and herself and their heirs, successors and assigns, that no child or children under the age of sixteen (16) years shall be a permanent resident of such house so constructed and placed upon said lot or occupy such house other than as a guest for a period of thirty (30) days or less.”

Dated this 16<sup>th</sup> day of June, 1977,

STEWART TITLE AND TRUST COMPANY OF TUCSON,  
As Trustee under Trust No. 1550,

By Wanda Dannenfelser  
Book 5584 Page 905 & 906

And properly notarized on March 15, 1980

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

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KNOW ALL MEN BY THESE PRESENTS;

Whereas, Stewart Title and Trust Company of Tucson, as Trustee of Trust Number 1550, executed a Declaration of Covenants at Pages, Conditions and Restrictions dated February 7, 1977 and recorded on March 18, 1977 at Book 5485 at Pages 512 through 526 in the Office of the Pima County Recorder; and relating to the following described real property:

Dorado Country Club Estates, Blocks 9 and 10 Lots 1 through 51, common area lot 52, common recreation area lot 53, and private streets lots 54 and 55, being a portion of the southeast quarter of section 6, Township 14 South, Range 15 East, G. & S. R. B. & M., Pima County, Arizona, according to the official map or plat thereof of record in the office of the Pima County Recorder in Book 28 of Maps and Plats at page 47 thereof.

WHEREAS, the authority is given to the board of Directors of Dorado Country Club Estates Association for Blocks 9 and 10 to amend these declared covenants, conditions and restrictions,

The Board of Directors of Dorado Country Club Estates Association for Blocks 9 and 10 hereby acknowledge their act to amend Paragraph 3 to read as follows:

3. No animals, livestock, or poultry shall be kept on the premises other than two (2) household pets, and no signs of a commercial nature (except for one "For Rent" or For Sale" sign per parcel) shall be allowed and no billboard, store, office or other place of business of any kind, and no institution or other place for the care or treatment of the sick or disabled, physically or mentally, shall be placed or permitted to remain on said premises, nor shall any theatre, bar, restaurant, saloon or other place of entertainment ever be erected or permitted upon the premises or any part thereof, and no trailer of any kind, mobile home, recreational vehicles, camper or boat will be permitted upon the premises or any part thereof, and no trailer of any kind, mobile home, recreational vehicles, camper or boat will be permitted to remain on the premises for longer than 24 hours unless inside a garage, and no business of any kind or character whatsoever shall be conducted in or from the premises except the business of the developer during the period of development and sale of units in this area, nor shall any unsightly object or nuisance (including but not limited to outside aerial or antenna) be erected, placed or maintained on any of said premises, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any unit in the subdivision.

and amend Paragraph 18 to read as follows:

18. The foregoing declaration of covenants, conditions, and restrictions may be amended at any time and from time to time by an instrument in writing signed by the owners of Seventy-Five percent (75%) or more, of Blocks 9 and 10 of Dorado Country Club

Estates, and said amendment shall become effective upon the recording of said instrument in the Office of the Pima County Recorder.

Dated this 6<sup>th</sup> of February, 1980

Signed by Lawrence Peters chairman of the Board of Directors,  
Dorado Country Club Estates for Blocks 9 and 10

And properly notarized  
Book 6211 Pages 661 and 663