

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: K\_O  
DEPUTY RECORDER  
1861 EAST-2



DOCKET: 13615  
PAGE: 670  
NO. OF PAGES: 14  
SEQUENCE: 20091500270  
08/05/2009  
ARSTRT 13:37  
MAIL  
AMOUNT PAID \$ 19.00

W  
CENTURY 21 1ST AMERICAN  
CARMINE CARRIERO  
8880 E SPEEDWAY  
TUCSON AZ 85710

RECEIVED AUG 19 2009

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR:**

**DORADO COUNTRY CLUB ESTATES NUMBER 2, BLOCK 3**

Whereas a Declaration of Covenants, Conditions and Restrictions for Dorado Country Club Estates Number 2 Block 3 ("Declaration") was recorded on September 8, 1970 in Docket 3829 at Page 500-516 as part of Village A (Blocks 1, 3 & 16) of Dorado Country Club Estates No 1. Dorado Country Club Estates Number 2 Block 3 became its own Corporation on July 19, 1999 and no longer part of Village A, Dorado Country Club Estates Number 2.

This Declaration amends, restates and terminates the Declaration recorded on September 8, 1970 and recorded in Book 3826 Pages 500-516 and any subsequent amendments hereto as such amendments apply to the Property to wit:

This Declaration governs the use and occupancy of the following real property:

Lots 1 through 30 and Common Areas of Dorado Country Club Estates Number 2, Block 3 as recorded in the office of the Pima County Recorder in Book 23 of Maps and Plats at page 82.

Whereas, at least 51% of the membership have approved this Amended and Restated Declaration of Covenants, Condition and Restrictions, which upon it's recordation shall amend and super cede the Declaration which was recorded on September 8, 1970 in Docket 3826 at Page 500-516. Upon recordation of this Amended and Restated Declaration, such previous recorded Declaration and any Amendments shall be revoked.

NOW THEREFORE, all property described in Maps and Plats Book 23 at page 82:

Shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and the attractiveness of the Property. These easements, restrictions, covenants and conditions shall run the property and bind all parties, their successors and assigns, which have or acquire any right, title, or interest in any Lot and shall inure to the benefit of each owner.

1. Definitions: The following terms have the following meaning when used in this Declaration:

- a. Assessment: "Assessment" refers to any sum which is due from an Owner to the Association. It includes Annual Assessments, Special Assessments, and Reimbursement

Assessments and any other amount which is assessed against an owner.

- b. Association: "Association" means Dorado Country Club Estates Number 2, Block 3, an Arizona nonprofit corporation and its successors and assigns.
- c. Board: "Board" means the Board of Directors of the Association.
- d. Bylaws: "Bylaws" refers to the operating procedures of the Association, as amended from time to time, and which provide for the election of directors and officers and their respective duties.
- e. Common Area: "Common Area" means all real property and improvements which are now or hereafter owned or leased by the Association for the common use and enjoyment of the Owners. Common Area includes all areas depicted on the Plat as "Common Area"
- f. Declaration: "Declaration" means this Restated and Amended Declaration of Covenants, Conditions and Restrictions, as may be amended from time to time. The Declaration established regulations for all of the Property within Dorado Country Club Estates Number Three. The Declaration (a) restricts the use and governs the conduct and activities of the residents; (b) establishes the basic rights and responsibilities of each owner, resident and guest; (c) grants easements and use rights to owners and guests, provides for services and privileges to residents of Dorado Country Club Estates Number 2, Block 3, and sets standards for the maintenance and upkeep of all lots and the common areas; (d) outlines the financial obligations of each owner and the rights which each owner has in the operation of the Association which governs the community and (2) sets out the rights each Owner has to participate in the affairs of the Association.
- g. Governing Documents: "Governing Documents" refers to this Declaration, as amended from time to time, the Bylaws, the Articles of Incorporation and any Rules and Regulations adopted by the Board.
- h. Lot: "Lot" means each of the 30 units including the pool area.
- i. Member: "Member" means any person who is a member of the Association pursuant to the Governing Documents.
- j. Owner: "Owner" refers to any person or entity which holds title in fee simple to all or any interest in a Lot.
- k. Person: "Person" means a natural individual or any other entity with the legal right to hold title to real property.
- l. Plats: The plats refer to the Maps of Record in the Pima County Office in Book 23 of Maps and Plats at page 82.
- m. Property: "Property" means all of the real property described on the plats.
- n. Resident: "Resident" means any person who is physically residing in the Lot with the intent that his/her presence is something other than merely transitory in nature.
- o. Rules and Regulations: "Rules and Regulations" means the policies and procedures adopted by the Board which govern the conduct and actions of owners, tenants, visitors and guests on the Lots and Common Areas and which are not otherwise covered in the Governing Documents. Such Rules and Regulations, when adopted by the Board, have the

same force and effect as the Covenants and Restrictions.

2. Use Restrictions:

- a. Private Residential Purposes: All lots falling within Dorado Country Club Estates Number 2, Block 3 shall be occupied and used by the owners solely for single family residential use for the homeowner, his/her family, tenants and social guests and for no other purpose. **Any residence leased or rented prior to the date of recordation of this Amended and Restated Declaration (A&RD) may continue to be leased or rented subject to the terms of this A&RD. Following the recordation date of this A&AD, the number of all leased or rented residences shall be limited by the 10% Rule, namely only three leased or rented residences may be permitted at one time within Dorado Country Club Estates #2, Block 3. When a lease or rental agreement expires, it is the property owner's responsibility to make the Board aware that it is the owner's intention that the property continue to be used as a rental unit. Property owners must secure permission from the Board if they wish to convert their property from owner occupied into a rental.**
- b. Operating a Business from the Lot: No trade or business may be conducted from any Lot, except that an Owner or occupant residing in that Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell outside the Lot; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve any person conducting the business who does not reside in the Lot or door-to-door solicitation of residents of the Project; and (d) the business activity does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents in the Properties, as determined in the sole discretion of the Board.
- c. Trailers and Similar Vehicles: No trailer, recreational vehicle, tent, shack, garage, barn or any other structure may be used on any portion of the Properties as living quarters, either temporarily or permanently. No recreational vehicle, trailer, boat, motor home, or similar vehicle may be parked either on the Lot or in any portion of the Common Area for longer than 24 hours in any seven day period for the purpose of loading and unloading, unless that vehicle is parked inside the garage. Guest parking is allowed in common area parking areas. Overnight street parking is not permitted. Storage of inoperable vehicles or vehicles with expired registration is not permitted on common areas (street or parking areas). Parking of trailers, boats, RV's in the common parking areas or streets is not permitted.
- d. Animals: No animals, livestock, or poultry shall be kept on any Lot, except for a reasonable number of household pets on each Lot. Every Owner shall keep his/her dog on a leash and all Owners shall clean up after their pets.
- e. Signs: Sign are limited to those installed by the Association; and the following signs installed by the owner: (1) One "For Rent" or "For Sale" sign on the Lot that complies to the real estate industry standards. (2) One political sign which must be removed within 30 days after the election. (3) Security Protection signs installed on the owner's property.
- f. Antennas: All exterior antennas and other devices for transmission or reception of radio and television signals, including satellite dishes, are subject to Federal Telecommunications Act of 1996, as amended from time to time. No exterior devices or additions, including solar devices, shall be constructed on the exterior of a Lot (including the roof) without the written authorization of the Board.

- g. Nuisance: No obnoxious or offensive activity shall occur on any Lot, and nothing shall be placed or stored on the Lot which may become an annoyance or nuisance to any other Owner or cause any noise or odor which will or might disturb the peace, quiet, comfort or serenity of the occupants in the surrounding Lots. The Board, in its sole discretion, has the right to determine if any activity constitutes a nuisance and to require that such activity be abated.
- h. Unsightly Articles: No unsightly articles are permitted on any Lot if they are visible from any portion of the other Properties. At no time shall there be any outside storage of motor vehicles in states of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories. Any and all items stored in a garage shall be stored so they are not visible outside the garage. Grass, shrub or tree clippings and all machinery, storage piles, wood piles, garbage or trash containers shall be kept within an enclosed structure or appropriately screened from the view of the other Lots and Common Area, except when necessary to effect collection. The Board has the sole discretion to determine if any activity by an Owner is in a violation of this Paragraph.
- i. Trash Containers: No garbage or trash can be placed or kept on any Lot except in covered containers of a type, size and style which have been approved by the Board. Containers for trash and recyclable materials are permitted as long as they are stored in a location on the lot where they are screened from view from the streets and other Lots. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. All trash and recycle bins shall be removed from the streets and returned to a screened area on the day of collection. No incinerators are allowed.
- j. Swimming Pool Rules:
- i. The Association is not responsible for any accidents or injuries resulting from the use of the pool; each Owner, occupant or guest must use the swimming pool at his/her own risk. Lifeguards are not on duty at any time.
  - ii. The pool is for the private use of the Owners, the Owner's family or guests and tenants or for special guests approved by the Board.
  - iii. Residents must accompany their guests in the pool area. In order to control unauthorized people in the pool. The Board may request that the person using the pool must identify him/herself and his/her guests.
  - iv. Any damage caused by residents or their guests to the pool or pool areas will be repaired at the Owner's expense, the costs of such repairs to be a Reimbursement Assessment.
  - v. State laws requires the gate be closed and locked at all times and cannot be held open with rocks, chairs, or other items. Keys to the pool cannot be given to non-residents except as approved by the board.
  - vi. The following are not allowed in the pool or pool area:
    1. Children under the age of 14, without adult supervision
    2. Animals
    3. Glass, any glass objects or breakable items
    4. Running or roughhousing.
    5. Diving

- vii. Babies in diapers are not permitted in the pool or spa.
  - viii. Persons who use incontinence products are not permitted in the pool or spa.
  - ix. Food and drinks are restricted to the Ramada only. Residents are responsible for cleaning up after themselves.
  - x. No eating, drinking or smoking in the pool or spa.
  - xi. The Board may adopt additional Rules for the use of the swimming pool areas.
- k. Owners' Obligations:
- i. Except to the extent of any landscaping and irrigation services that are provided by the Association, each Owner is responsible for maintaining the landscaping on the Lot. All such landscaping must be kept in a neat and attractive condition, as determined by the Board. No Owner may permit weeds to grow on the Lot.
  - ii. Each Owner is responsible for maintaining, repairing and replacing the concrete driveways with serve that Owner's Lot, or in the case that a driveway serves more than one Lot, the costs shall be shared equally by the Owners of the Lots served.
  - iii. Each owner is responsible for maintaining, repairing and replacing the roofs over the improvements on the Lot and for painting, maintaining and repairing the exterior building surfaces and fences on the Lot.
  - iv. Each owner is responsible for maintaining, repairing and replacing street lights to keep them in working order sufficient to adequately illuminate front of property and adjacent portion of street.
  - v. Each owner is responsible for notifying the board when their property is sold or there is a change of tenants.
- l. Fences: No fence, hedge, wall or other dividing structure may be constructed on any Lot if it is higher than 6 feet above the surface of the ground, except with the permission of the Association. Such vegetation and structures in the Common Areas may exceed 6 feet as permitted by the Board.
- m. Further Use Restrictions: The Board may adopt Rules relating to the use of the Lots, streets and Common Areas, which, once adopted and published to the Owners, have the same force and effect as the Use Restrictions set forth in this Declaration.

3. Common Area:

- a. Ownership of Common Area: The Common Area is owned by the Association for the common use and enjoyment of all of the Owners.
- b. Maintenance of Common Area: The Association, and not any Owner, is responsible for the installation, maintenance, repair and replacement of the Common Area and the improvements located on such Common Area.

4. The Association:

- a. General Purposes and Powers: The Association has all of the powers of an Arizona nonprofit corporation and such other powers as set forth in the Governing Documents.
- b. Membership: Each Owner is a mandatory Member of the Association. There is one vote for each Lot owned. The vote for each Lot shall be exercised as the Owners of that Lot agree, but in no event may there be more than one vote cast for any one Lot owned. The co-owners of any Lot must agree on how any vote is cast. If they cannot agree, then the vote is deemed to be void.
  - i. Suspension of Voting Rights: The voting rights of an Owner are suspended for any period during which any assessment or any other sum (including any attorney fees or other costs incurred by the Association) against the Lot and its Owner is unpaid and delinquent. The voting rights of any Owner are suspended for any period specified by the Board when, in the Board's sole and reasonable discretion, such Owner is in violation of the Governing Documents.
  - ii. Transfer of Voting Rights: An Owner's right to vote may not be separated from ownership of any Lot, and any sale, transfer or conveyance of fee interest in any Lot to a new Owner or Owners will transfer membership in the Association and any voting rights.
- c. Board of Directors: The Board will manage the affairs of the Association. It may delegate the duties of the Board to any Manager. The number, qualifications, and terms of office of the Directors are provided for in the Bylaws.
- d. Services and Responsibilities: The Association may obtain and pay for the services of any person or entity to manage its affairs and do all things necessary for the general benefit and welfare of the Owners. The Association may undertake or contract for any lawful activity, function or service for the benefit of the Owners, including but not limited to:
  - i. Manage and control the Common Area.
  - ii. Collect all charges imposed against the Lots and the Owners.
  - iii. Enforce the Governing Documents.
  - iv. Install, replace, repair and maintain all landscaping, lighting, recreational facilities (including swimming pool service equipment and furniture) and any other improvements in the common area.
  - v. Pay taxes on the Common Area and any other property acquired by the Association.
  - vi. Pay all utilities and insurance premiums incurred in connection with the Common Area and private streets.
  - vii. Construct, control and maintain, the Common Area.
  - viii. The Association maintains Blanket Insurance for all common areas in Dorado Country Club Estates Number 2, Block 3. **Each individual Lot owner is required to carry Property (including Dwelling and Landscape) whether or not the property is a rental or owner occupied. Content insurance is recommended and is the tenant's responsibility on rental/leased properties. In addition,**

**proof of insurance must be sent to the Association on an annual basis within 15 days of receiving the request notification.**

- ix. Repair, replace as necessary, any water and sewer lines which are located under the private streets, provided, however, that each Owner is responsible for the repair and replacement of the water and sewer lines that solely serve that Lot from the point at which such lines connect the residence to the main lines under the street.
  - x. Do and pay for all other things necessary for the efficient operation of the Association and which are not inconsistent with the Governing Documents.
5. **Assessments to fund the Operation of the Association:** Each Owner of a Lot is obligated and agrees to pay Annual Assessments to the Association. Assessments shall be used for the benefit of the Owners, to fulfill the obligations of the Association as set forth in the Governing Documents, and for such other purposes as determined by the Board pursuant to the Governing Documents. The Board shall determine the amount of the assessments, the date the assessment is due, and where the assessment shall be paid. **The annual Assessment shall include funds for the reserve account to be used for the future repair, replacement, maintenance, landscaping and improvement of the Common Area and improvements thereon.**
- a. **Determination of Budget:** Not later than 60 days before the beginning of each calendar year, the Board shall determine the budget for the Association for such calendar year and each Owner shall pay his/her pro-rated share of such budgeted expenses.
  - b. **Notice of Assessment:** Written notice of the amount of the Annual Assessment shall be sent to every Owner by December 1 of each year. If the amount of the Annual Assessment for any calendar year has not been determined by the Board by December 1, then the Annual Assessment for the preceding years remains the same until the Board determines the new assessment amount and 30 days written notice of the amount of the assessment and the due date has been furnished to each Owner.
  - c. **Special Assessments:** In addition to the Annual Assessments the Board may levy Special Assessments for any of the following purposes: (1) constructing capital improvements; (2) correcting an inadequacy in the current operating account; (3) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Area; or (4) paying for such other matters as the Board may deem appropriate. The Board shall determine the due date of the Special Assessment.
  - d. **Reimbursement Assessments:** The Association shall levy a Reimbursement Assessment against any Owner if a failure to comply with the Governing Documents has (1) necessitated an expenditure of money by the Association to bring the Owner or his/her Lot into compliance, including attorney fees which were incurred by the Association; or (2) resulted in the imposition of a fine or penalty by the Board, after notice of the violation and an opportunity for a hearing has been given to the Owner. Reimbursement Assessments may be collected in the same manner as Annual Assessments.
  - e. **Uniform Rate of Assessment:** Regular and Special Assessments must be uniformly assessed against all Lots. The Board, in its sole discretion, may permit the Annual Assessment to be paid monthly, quarterly, semi-annually or annually. In the event that any installment of the Annual Assessment becomes delinquent, the Board has the right to accelerate the unpaid balance of the Annual Assessment.
  - f. **Fines and Penalties:** The Board has the right to impose reasonable fines and penalties against any Owner for violations of the Governing Documents after notice and an

opportunity to be heard to given to that Owner. Once imposed, fines and penalties become a reimbursement against the Lot. An Owner is responsible for the payment of any penalty which is imposed against a Resident of the Owner's Lot or by any guest or invitee of the Owner, Lessee or Resident.

- g. Association's Liens: An assessment becomes delinquent if not paid within 15 days of its due date. The Association may impose a lien against the Lot when any assessment is delinquent. As more fully provided for in A.R.S. 33-1807, the recording of the original Declaration in 1970 constitutes record notice and perfection of the Association's lien.
- i. The Association is not required to record a lien, but may do so to provide notice to third parties of its interest in the Lot. Except for the transfer of a Lot pursuant to a foreclosure proceeding, the sale or transfer of a Lot does not affect the Association's lien. The Association may commence and maintain proceedings to foreclose its lien in the same manner as the foreclosure of mortgages.
  - ii. Priority of the Association's Lien: The lien for assessments is prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; (2) the lien of any mortgage or deed or trust which was recorded before September 8, 1970, which is the date the original Declarations of Covenants, Conditions and Restrictions for Dorado Country Club Estates Number 2 was recorded.
- h. Collection of Assessments: In addition to all other remedies provided by law, the Association may enforce the obligations of any Owner to pay the Assessments in any manner provided by law, including pursuing a personal judgment against the Owner or foreclosing its lien against the Lot.
- i. Late Charges: A Late charge, in the amount to be determined by the Board in accordance with the provisions of the Arizona Planned Communities Act, which as of the date of the adoption of this Amended and Restated Declaration provides that a late charge of 10% of the amount due, or \$15,00, whichever is greater.
  - ii. Additional Charges: In addition to any other amounts due, each Owner agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association may incur in the process of collecting funds from that Owner. All additional charges shall be included in any judgment in any suit to collect delinquent assessments or may be levied against a Lot as a Reimbursement Assessment. Additional Charges include, but are not limited to, the following: attorney fees, collection charges, costs, litigation expenses, interest at rate determined by the Board, and any other additional costs which the Association may incur in the process of collection delinquent assessments or other sums due to the Association.
- i. Application of Payments: All payments received by the Association shall be applied first to the principle amount due (which includes the late charges and any collection costs and attorney fees incurred by the Association), and then to any interest which has accrued on these sums.
- j. No exemption of Owner: No Owner is exempt from liability for the payment of assessments because he/she does not use or enjoy the Common Area, or has abandoned his/her Lot, or for any other reason, including any allegation that the Board is not performing its obligations under the Governing Documents.



6. Right of entry onto a Lot: If any Owner fails to maintain the Lot and the improvements thereon in a manner that is satisfactory to the Board, then the Board, and its agents and contractors, has the right to enter the Lot and repair, maintain, rehabilitate or restore the Lot and the exterior of any improvements on the Lot which may be necessary; provided, however, that prior to entering onto the Lot and doing any work, the Association shall provide written notice to the Owner of the deficiencies and provide the Owner with 30 days within which to begin to do the work him/herself. The costs of the work on the Lot shall become a Reimbursement Assessment.
7. Architectural Approval: No Owner may construct any improvements, fence, wall or other structure, or paint, make alterations or add onto any improvement on the Lot, unless the plans and specifications have been approved in writing and signed by the Board. The plans shall include all construction details, such as the shape, height, color, floor plan, location, and approximate cost. A copy of the approved plans and specification shall be included in the minutes of the meeting at which the approval was granted. Any Owner who desires to add or change the landscaping on the Lot must do so in accordance with the guidelines promulgated by the Board or with the written approval of the Board.
  - a. The Board has the right to deny approval of any plans or specifications which are not in its opinion suitable or desirable for aesthetic or other reasons. The Board must provide the owner with a reasonable written explanation for any such denial.
  - b. In granting or denying approval, the Board has the right to consider the effect any proposed structure has on the other Lots, the materials used in the construction, the suitability of the structure for Dorado Country Club Estates Number Two Block 3, and any other factors which the Board deems important.
8. Party Walls: Each wall built as a part of the original construction of a building which is placed on the dividing line between Lots is a party wall, and, to the extent not inconsistent with the provisions of the Paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions applies.
  - a. Owners Consents: Each Owner consents to the construction and maintenance of party walls over the Lot lines.
  - b. Sharing of Repairs and Maintenance: The cost of ordinary repair and maintenance of a party wall shall be shared equally by the Owners of the Lots which the wall was constructed.
  - c. Modification to a Party Wall: Any Owner who proposed to modify, rebuild, repair or make additions to the improvements on the Lot which requires the extension, alteration or modification of any party wall, shall first obtain the written consent of the adjacent Owner.
  - d. Destruction by Fire and Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it granted a permanent access easement for such restoration.
  - e. Negligent Damage: If there is any damage to a party wall caused by the negligent or willful acts of any Owner, that Owner is responsible for paying all costs incurred in repairing the damage.
  - f. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner is attached to the land and passes to each Owner's successors in title.

- g. Arbitration: If there is any dispute concerning a party wall, the matter shall be submitted to the Board for resolution. The decision of the Board is final and binding.
- h. Private Agreements: Private agreements between Owners may not modify the provisions of this paragraph.

9. Miscellaneous:

a. Enforcement:

- i. The Association may enforce the Governing Documents in any manner provided for by law.
- ii. The Association is not obligated to take any enforcement action if the Board determines, in its sole discretion, that because of the strength of the Association's finances, possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board, enforcement action would not be appropriate or in the best interests of the Association.
- iii. All rights and remedies of the Association under the Governing Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy. The failure of the Association or an Owner to take enforcement action with respect to a violation of the Governing Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Governing Documents in the future.
- iv. Violation of Law: Each and every provision of this Declaration, as amended from time to time, is subject to all applicable governmental ordinances and subdivision regulations. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Dorado Country Club Estates Number 2 Block 3 is declared to be a violation of the Governing Documents and subject to any and all enforcement procedures set forth in such Governing Documents.
- v. Term: The provisions of this Declaration shall run with the land and continue and remain in full force and effect at all times and against all persons.
- vi. Amendments: This Declaration may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such Amendment has been approved by the vote or written consent of the Owners of not less than 51% of the Lots. Such amendment becomes effective when recorded in the Office of the Pima County Recorder.
- vii. Binding Effect: By accepting a deed or acquiring any ownership interest in any Lot in Dorado Country Club Estates Number 2 Block 3, each person or entity, for himself/herself; or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds himself/herself, his/her heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each person taking title to any Lot acknowledges that this Declaration sets forth a general scheme for Dorado Country Club Estates Number 2 Block 3, and evidences that person's intent that all the restrictions, conditions, covenants, rules and regulations contained

herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

- viii. Mortgage Protection: Notwithstanding any other provisions of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of a mortgagee or a beneficiary under a Deed of Trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such Deed of Trust or mortgage such Lot shall remain subject to this Declaration, as amended.
  - ix. Construction – Interpretation: The provisions of this Declaration will be liberally construed to effectuate their purpose of creating a uniform plan for the maintenance and operation of Dorado Country Club Estates Number 2 Block 3. This Declaration is governed by the laws of the State of Arizona. If there is any conflict among or between the Governing Documents, the provisions of the Declaration shall prevail; thereafter, priority shall be given first to such Articles of Incorporation, then to the By-Laws and then to the Rules and Regulations.
  - x. Construction – Restrictions Severable: Notwithstanding the provisions of the above paragraph, each of the provisions of this Declaration is independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.
  - xi. Construction – Singular Includes Plural: Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
  - xii. Construction – Captions: All captions and titles used in this Declaration are intended solely for convenience or reference purposes only and in no way define, limit or describe the true intent and meaning of the provisions hereof.
- 
- b. Non-waiver: The Association (through its Board) or any Owner, has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. Failure by the Association or by any Owner to enforce any covenant or restriction contained in the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.
  - c. Severability: Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid or enforceable part of a provision of this Declaration.
  - d. Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.
  - e. Survival of Liability: The termination of ownership of a Lot shall not relieve or release any former Owner from any liability or obligation incurred under, or in any way connected with his/her ownership, or impair any rights or remedies which the Board, Association or any other Owner may have against such former Owner arising out of, or in any way connected with such ownership and the covenants and obligations incident thereto.

The President and Secretary of Dorado Country Club Estates Number 2 Block 3, attest that this Amended and Restated Declaration was approved by the Owners of at least 51% of the Lots.

DATED: 8-4-09

Dorado Country Club Estates Number 2 Block 3

By: Cynthia R. Alford  
President

Attest:  
Julia P. Levitsis  
Secretary

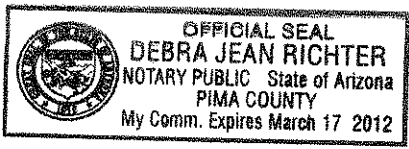
The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me on 26 July 2009 by Julia P. Levitsis, the Secretary, Dorado Country Club Estates Number 2 Block 3.

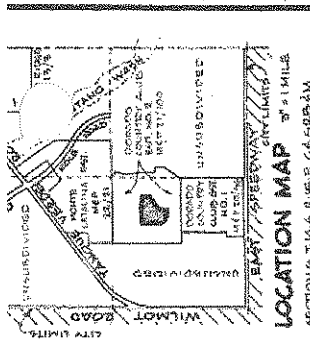
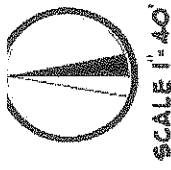
STATE OF ARIZONA        )                   X Michelle A. Krokstad Notary Public in and  
                                  )                   for the State of Washington residing at Lake Forest Park.  
                                  ) ss.                   My Commission Expires 21 August 2012.  
COUNTY OF PIMA        )

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me on 8-4-09, by Cynthia R. Alford, the President and Carmine Carver, the <sup>AGENT</sup> Secretary, Dorado Country Club Estates Number 2 Block 3.

Debra Jean Richter  
Notary Public

My Commission Expires 3-17-2012





**DEDICATION**

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE AIRBORNE SURVEY AND LAND IN THE MANNER SHOWN HEREON. ALL STREETS, LOTS, EASEMENTS, AND LOT 30, BLOCK 3 ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON HAVE BEEN DESIGNATED FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES AND SERVICES UTILITIES WILL BE INSTALLED ON THE GROUND IN CONFORMANCE WITH APPLICABLE REGULATORY COMMISSION, AMENDED GENERAL ORDER 17-08 OR AS IT MAY BE AMENDED. WE WILL MAINTAIN AND MAINTAINANCE WILL BE THE RESPONSIBILITY OF THE PRIVATE OWNERS WITHIN AND SUBDIVISION. THE USE OF SAID LOTS, NOW AND IN THE FUTURE, BY TOWN OR INDIVIDUALS, EMPLOYERS, EMPLOYEES AND AGENTS, MEMBERS AND ASSOCIATES OF THE CORPORATION, OR ANY OTHER PERSONS, SHALL NOT BE A BASIS FOR DAMAGES RESULTING FROM FLOODING, FLOWAGE OBSTRUCTION OR DAMAGE CAUSED BY WATER, WHETHER, SURFACE FLOOD OR DRAINAGE.

TUCSON DEVELOPMENT CORPORATION,  
AN ARIZONA CORPORATION

*Arthur H. Cox*  
SECRETARY

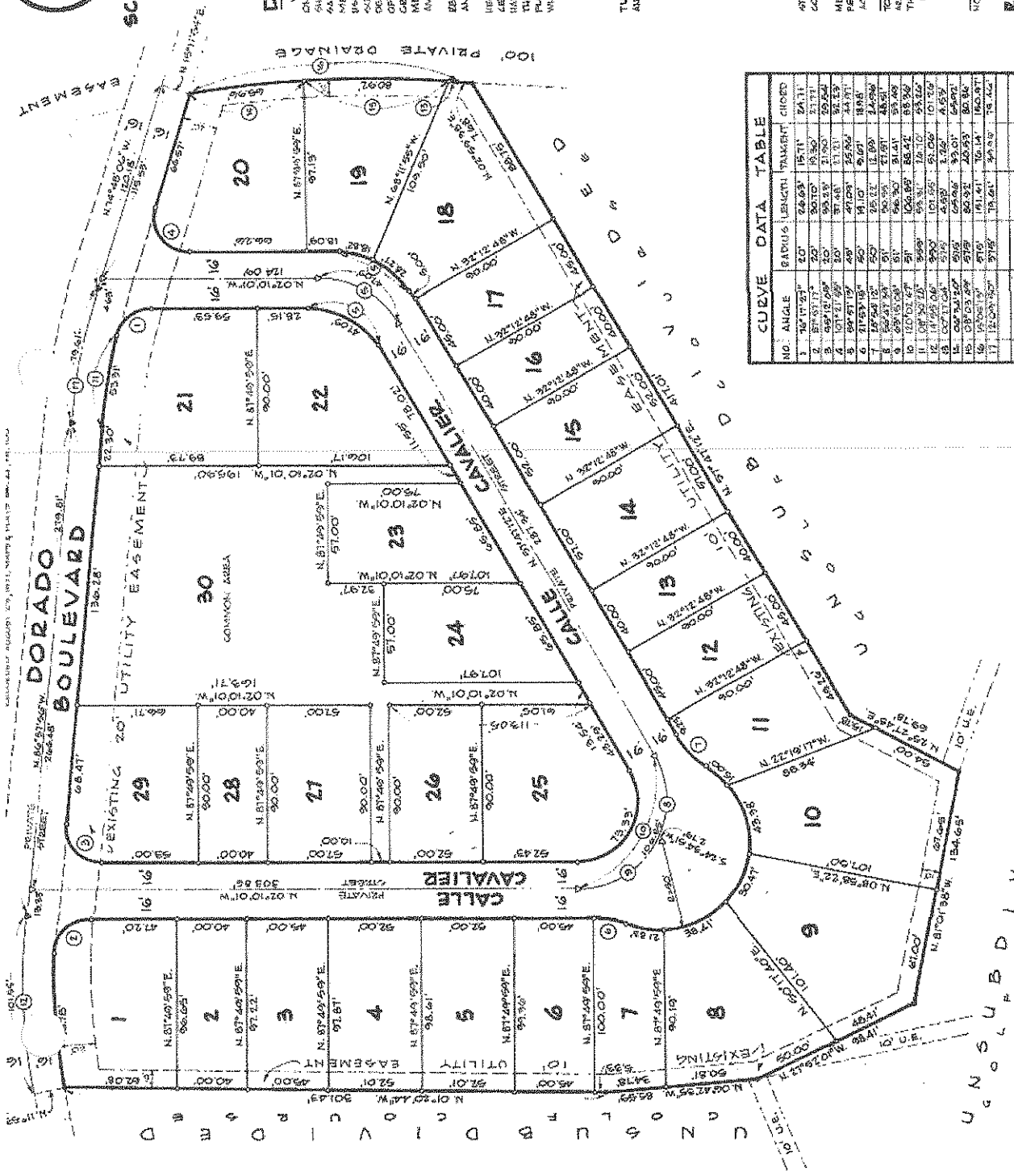
STATE OF ARIZONA  
COUNTY OF PIMA  
I, *Arthur H. Cox*, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THIS DAY OF *SEPTEMBER*, 1972 AT *3:22 P.M.*

**RECORDING DATA**

STATE OF ARIZONA 5/6  
COUNTY OF PIMA 5/6  
THIS INSTRUMENT WAS RECORDED AT THE REQUEST OF TUCSON DEVELOPMENT CORPORATION IN BOOK *23* OF MAPS AND PLATS AT PAGE *23* THEREOF ON THIS DAY OF *SEPTEMBER*, 1972 AT *3:22 P.M.*

IDA MAE SMITH  
PIMA COUNTY RECORDER  
BY *Joseph P. ...*  
DEPUTY COUNTY RECORDER

**RESUBDIVISION OF BLOCK 3 OF DORADO COUNTRY CLUB ESTATES**



**CURVE DATA TABLE**

NO.	ANGLE	RADIUS	LENGTH	TANGENT	CHORD
1	167° 17' 27"	207.15	157.11	157.11	157.11
2	88° 57' 17"	207.15	157.11	157.11	157.11
3	167° 17' 27"	207.15	157.11	157.11	157.11
4	88° 57' 17"	207.15	157.11	157.11	157.11
5	167° 17' 27"	207.15	157.11	157.11	157.11
6	88° 57' 17"	207.15	157.11	157.11	157.11
7	167° 17' 27"	207.15	157.11	157.11	157.11
8	88° 57' 17"	207.15	157.11	157.11	157.11
9	167° 17' 27"	207.15	157.11	157.11	157.11
10	88° 57' 17"	207.15	157.11	157.11	157.11
11	167° 17' 27"	207.15	157.11	157.11	157.11
12	88° 57' 17"	207.15	157.11	157.11	157.11
13	167° 17' 27"	207.15	157.11	157.11	157.11
14	88° 57' 17"	207.15	157.11	157.11	157.11
15	167° 17' 27"	207.15	157.11	157.11	157.11
16	88° 57' 17"	207.15	157.11	157.11	157.11
17	167° 17' 27"	207.15	157.11	157.11	157.11
18	88° 57' 17"	207.15	157.11	157.11	157.11
19	167° 17' 27"	207.15	157.11	157.11	157.11
20	88° 57' 17"	207.15	157.11	157.11	157.11
21	167° 17' 27"	207.15	157.11	157.11	157.11
22	88° 57' 17"	207.15	157.11	157.11	157.11
23	167° 17' 27"	207.15	157.11	157.11	157.11
24	88° 57' 17"	207.15	157.11	157.11	157.11
25	167° 17' 27"	207.15	157.11	157.11	157.11
26	88° 57' 17"	207.15	157.11	157.11	157.11
27	167° 17' 27"	207.15	157.11	157.11	157.11
28	88° 57' 17"	207.15	157.11	157.11	157.11
29	167° 17' 27"	207.15	157.11	157.11	157.11
30	88° 57' 17"	207.15	157.11	157.11	157.11

- NOTES**
- AREA OF SUBDIVISION = 4.875 AC.
  - LENGTH OF HEAVY STREETS = 0.18 MI.
  - INDICATES A 1/2" IRON PIN SET-TAGGED 1144.
  - INDICATES AN EXISTING 1/2" IRON PIN.
  - INDICATES A STANDARD 2" BRASS CAP SURVEY MONUMENT SET AND PUNCHED 1144.
  - INDICATES AN EXISTING STANDARD SURVEY MONUMENT.
  - INDICATES A CURVE - SEE CURVE DATA TABLE.
  - THIS AREA IS SUBJECT TO THE AGREEMENTS AND RESTRICTIONS AS RECORDED WITH THE ORIGINAL DORADO COUNTRY CLUB ESTATES AND AS AMENDED FOR DORADO COUNTRY CLUB ESTATES NO. 2, RECORDED IN DOCUMENT 3876 AT PAGES 498 & 500.

**APPROVALS**

*John P. ...*  
PIMA COUNTY PLANNING DIRECTOR  
DATE *8-28-72*

*John P. ...*  
PIMA COUNTY ENGINEER  
DATE *8/17/72*

*John P. ...*  
PIMA COUNTY DEPARTMENT OF SANITATION  
DATE *8/17/72*

I, *ELSA B. HAINA*, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA ON THIS *23* DAY OF *SEPTEMBER*, 1972.

UNSUBDIVIDED