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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR DORADO COUNTRY CLUB ESTATES  
ASSOCIATION NUMBER THREE

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Whereas a Declaration of Convenants, Conditions and Restrictions ("Declaration 1") dated September 25, 1975, was recorded on October 22, 1975, in Docket 5128 at pages 63-78, which affects the following real property:

Dorado Country Club Estates, Block 8, Lots 1 through 13 and Common Area, described as Lot 14 and 15, being a portion of the SE ¼ of Section 6, T 14-S, R 15-E, G. & S. R. B. & M., Pima County, recorded in the office of the County Recorder of Pima County, Arizona in Book 27 of Maps and Plats at page 52 thereof; and

Whereas an Amendment dated April 21, 1976 to said Declaration 1 was recorded on April 22, 1976 in the office of the County Recorder of Pima County, Arizona, in Docket 5254 at pages 70-71; and

Whereas a Declaration of Covenants, Conditions and Restrictions ("Declaration 2") dated April 21, 1976, was recorded on April 22, 1976, making the following real property subject to the covenants, conditions and restrictions of said Declaration 1:

Dorado Country Club Estates, Block 11, Lots 1 through 15, being a portion of the Southeast Quarter of Section 6, Township 14 South, Range 15 east, G. & S. R. B. & M., Pima County, Arizona, recorded in the office of the Pima County Recorder in Book 28 of Maps and Plats at Page 13 thereof; and

Whereas subsequent to the recordation date of Declaration 2, Lots 1 through 12 were retained to as Lots, and Lots 13 through 15 became common areas; and

Whereas a Declaration of Convenants, Conditions and Restrictions ("Declaration 3") dated May 5, 1976, was recorded on August 7, 1976, making the following real property subject to the covenants, conditions and restrictions of said Declaration 1:

Dorado Country Club Estates, Block 32, Lots 1 through 18 and common areas Lots 19 and 20, being a portion of the Southeast Quarter of Section 6, Township 14 South, range 15 east, G. & S. R. B. & M., Pima County, Arizona, recorded in the office of the Pima County Recorder in Book 28 of Maps and Plats at page 8 thereof; and

Whereas Paragraph 6 of said Declaration 1 states the premises (are) known as DORADO COUNTRY CLUB ASSOCIATION FOR BLOCKS 8, 11, 32, AND 32-1; and

Whereas Block 32-1 referred to in Paragraph 6 of Declaration 1 is understood to refer to the common areas Lots 19 and 20 included in the real property described in Declaration 3, and

Whereas Block 32-1 is understood to have been subsumed into Block 32 in later documents referring to Dorado Country Club Association for Blocks 8, 11, and 32, and

Whereas Paragraph 19 of said Declaration 1 states that it may be amended by act of the board and with consent of fifty-one percent (51%) of the membership of the Association for Blocks 8, 11, 32 and 32-1, and

Whereas at least 51% of the membership have approved this Amended and Restated Declaration of Covenants, Conditions and Restrictions, which upon its recordation, shall amend and supercede Declaration 1 which was recorded on October 22, 1975 in Docket 5128 at pages 63-78, Declaration 2, which was recorded on April 22, 1976, and Declaration 3, which was recorded on August 2, 1976, such previously recorded declarations and amendment shall be deemed null and void and of no further force or effect.

NOW THEREFORE, all of the property described in Book 27 of Maps and Plats at page 52 thereof, and in Book 28 of Maps and Plats at Page 13 thereof, and in Book 28 of Maps and Plats at page 8 thereof, 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 attractiveness of the property. These easements, covenants, conditions and restrictions shall run with the property and shall 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 such owner.

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

a. **Assessment:** "Assessment" refers to any sum that is due from an Owner to the Association. It includes Annual Assessments, Special Assessments, Reimbursement Assessments and any other amount that is assessed by the Board against an Owner.

b. **Association:** "Association" means Dorado Country Club Association for Blocks 8, 11, and 32, which is also known as Dorado Country Club Association Number Three, or simply Association Three.

c. **Board:** "Board" means the Board of Directors of the Association.

d. **Bylaws:** "Bylaws" means the document that sets forth 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 that 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 Plats as "Common Area."

f. **Declaration:** "Declaration" refers to the Restated and Amended Declaration of Covenants, Conditions and Restrictions (also known as "CC&R's"), as may be amended from time to time. The Declaration establishes regulations for all of the Property within Dorado Country Club Estates Number Three. The Declaration (1) restricts the use and governs the conduct and activities of the residents; (2) establishes the basic rights and responsibilities of each owner, resident and guest; (3) grants easements and use rights to owners and guests, provides for services and privileges to residents of Dorado Country Club Estates Number Three, and sets standards for the maintenance and upkeep of all lots and the common areas; (4) outlines the financial obligations of each owner, and the rights that each owner has in the operation of the Association; and (5) sets out the rights each Owner has to participate in the affairs of the Association.

g. **Governing Documents:** "Governing Documents" refers to the 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 43 residential lots designated as Block 8, Lots 1 through 13; Block 11, Lots 1 through 12, and Block 32, Lots 1 through 18.

i. **Member:** "Member" means any person who is an Owner of a Lot in Association Three.

j. **Owner:** "Owner" means (1) the record Owner, whether one or more persons or entities, of equitable or beneficial title in fee simple (or legal title if merged) of any Lot, or (2) the purchaser of a Lot under a recorded executory contract for the sale of real property. An Owner does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation, nor a lessee or tenant of an Owner, nor a purchaser or vendee under an Agreement for Sale that has been recorded in the office of the County Recorder of Pima county, Arizona.

k. **Person:** "Person" means a natural individual or any other entity with the legal right to hold title to real property.

l. **Plats:** "Plats" refers to the maps of Record in the Pima County Recorder's Office in Book 27 at page 52; Book 28 at page 13; and Book 28 at page 8.

m. **Premises:** "Premises" means the entire area within the Association, including both Lots and Common Areas.

n. **Property:** "Property" means all of the real property described on the Plats.

o. **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.

p. **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 Lot 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 Conditions, Covenants and Restrictions.

## 2. Use Restrictions:

a. **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, and does not involve door-to-door solicitation of residents of the Association, 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 Association, as determined in the sole discretion of the Board.

b. **Trailers and Similar Vehicles:** No trailer, recreational vehicle, motor home, or boat is permitted to remain on any Lot for more than 72 hours in any two-week period, unless parked inside a garage, nor is any such vehicle permitted to be parked in the Guest/Overflow parking at any time. Storage of inoperable vehicles or vehicles with expired registrations is not permitted on common areas (streets or parking areas). No commercial truck tractor or other similarly large vehicle is permitted to be parked anywhere on Association Three premises. Overnight street parking is not permitted, nor is parking permitted on any unpaved areas, including on a Lot. Guest/overflow parking areas are for the use of owners and their guests. The Pool parking area is for the use of Pool occupants only.

c. **Animals:** No animals, livestock, or poultry shall be kept on any Lot, except for a reasonable number of household pets on each Lot. Owner shall keep their dogs on leashes and all Owners shall clean up after their pets.

d. **Signs:** No signs are permitted except signs installed by the Association; with the following exceptions: Any owner may place one "For Rent" or "For Sale" sign on the Lot which is no larger than 6 square feet; and any owner may place political campaign signs on his/her Lot, provided the signs comply with Arizona Revised Statutes, as amended from time to time.

e. **Antennas:** All exterior antennae and other devices for transmission or reception of radio and television signals, including satellite dishes, are subject to the 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.

f. **Nuisance:** No obnoxious or offensive activity shall occur on any Lot, and nothing shall be placed or stored on the Lot that may become an annoyance or nuisance to any other Owner or cause any noise or odor that 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 whether any activity constitutes a nuisance and to require that such activity be abated.

g. **Unsightly Articles:** No unsightly articles are permitted on any Lot if they are visible from any portion of the Properties. At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles, such as frames, bodies, engines or other parts of accessories. Any and all items stored in a garage shall be stored so they are not visible. 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 other Lots and Common Areas, when necessary to effect collection. The Board has the sole discretion to determine if any activity by an Owner is in violation of the Paragraph.

h. **Trash Containers:** No garbage or trash may 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 Lot 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.

**i. Swimming Pool Rules:**

1. The Association is not responsible for any accidents or injuries resulting from use of the pool; each Owner, occupant or guest must use the swimming pool at his/her own risk.
2. The pool is for the private use of the Owners, the Owners' families, guests and tenants.

3. Residents must accompany their guests in the pool area. In order to control unauthorized people in the pool, the Board may request that a person using the pool identify him/herself and his/her guests.

4. 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.

5. State law requires the gate to the pool area be closed and locked at all times. The gate may not be held open with rocks, chairs, or other objects. Keys to the pool cannot be given to non-residents.

6. The following are not allowed in the pool or pool area.

i. Children under the age of 14, without adult supervision.

ii. Animals

iii. Glass, any glass objects or breakable objects.

7. No children under the age of 14 are allowed in the spa.

8. Persons who use incontinence products are not permitted in the pool or spa.

9. Food and drinks are restricted to the ramada area only. Residents are responsible for cleaning up after themselves and their guests.

10. No eating, drinking, or smoking is permitted in the pool or spa.

11. The Board may adopt additional rules for the use of the swimming pool areas.

j. Owners' Obligations: \_\_\_\_\_

1. 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 his/her own Lot.

2. Each Owner is responsible for maintaining, repairing and replacing the concrete driveways that 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.

3. 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.

k. 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, if permitted by the Board.

l. 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 the Declaration.

### 3. Common Areas:

a. Ownership of Common Areas: The Common Areas are owned by the Association for the common use and enjoyment of all of the Owners.

b. Maintenance of Common Areas: The Association, and not any Owner, is responsible for the installation, maintenance, repair and replacement of the Common Areas and the improvements located on such Common Areas.

### 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 are 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 Owner or Owners of the 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 an Owner are suspended for any period specified by the Board when, in the Board's sole 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 qualifications and terms of office of the Directors and Officers 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 areas.
- 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 Areas.
- 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 Areas and private streets.
- vii. Construct, control and maintain the Common Areas.
- viii. Obtain "bare walls" fire and extended coverage insurance for the improvements on the Lots. All other portions of the improvements on the Lots, including the personal contents owned by the Owner, must be insured by that Owner. If any claim is made by any Owner for damage or destruction of such improvements on the Lot, the Owner will be responsible for the payment of any deductible portion of the Association's insurance policy. The Association may, at its option, based on the availability of such insurance on the Lots and the cost thereof, transfer responsibility for obtaining and paying for such insurance to the individual Owners. If the Board makes this determination, it shall provide the members with at least 60 days notice.
- ix. Repair and replace as necessary, any water and sewer lines that 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 streets.
- 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



are determined by the Board pursuant to the Governing Documents. The Board shall determine the amount of the assessment, the date the assessment is due, and where the assessments 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 areas and improvements thereon.

a. Determination of Budget. No later than 60 days before the beginning of each fiscal year, the Board shall determine the budget for the Association for that fiscal 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 no later than thirty days before the start of each fiscal year. If the amount of the Annual Assessment for any fiscal year has not been determined by the Board by thirty days before the start of the fiscal year, then the Annual Assessment for the preceding year remains the same until the Board determines the new assessment amount and thirty days written notice of the new amount of the assessment and the due date have been furnished to each Owner.

c. Special Assessments: In addition to the Annual Assessment 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 areas; or (4) paying for such other matters as the Board may deem appropriate. The Board shall determine the due date of the Special Assessments.

d. Reimbursement Assessment: The Association shall levy a Reimbursement Assessment against any Owner, if the Owner's 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 Assessment 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 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 have been 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 that 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 Lien: An assessment becomes delinquent if not paid within 15 days of its due date. The Association has 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 1975 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; and (2) the lien of any mortgage or deed or trust that was recorded before the date of recording of the Declaration for the Block in which the Lot is located; to wit: for Block 8, October 22, 1975; for Block 11, April 22, 1976; and for Block 32, August 7, 1976.

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 may be added to an assessment in an 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, may be added to an assessment

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 a rate determined by the Board, and any other additional costs that the Association may incur in the process of collecting 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 principal amount due (which includes the late charges and any collection costs and attorney fees incurred by the Association), and then to any interest that 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 Areas, or because he/she 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, with 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 that may be necessary; provided, however, that prior to entering onto the Lot and effectuating such work, the Association shall have provided written notice to the Owner of the deficiencies and provided the Owner with 15 days within which 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 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 specifications shall be included in the minutes of the meeting at which the approval was granted. Any Owner who desires to add to 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 that are not in its opinion suitable or desirable for aesthetic or other reasons.

b. In granting or denying approval, the Board has the right to consider the effect any proposed structure will have on the other Lots, the materials used in the construction, the suitability of the structure for Dorado Country Club

Estates Number Three, and any other criteria that the Board deems important.

8. Party Walls: Each wall built as a part of the original construction of a building that is placed on the dividing line between Lots is a party wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions apply.

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 between which the wall was constructed.

c. Modification to a Party Wall: Any Owner who proposes to modify, rebuild, repair or make additions to the improvements on the Lot that 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, and is granted a permanent access easement for such.

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 Contribution Runs with Land: The right of any Owner to contribution from any other Owner is appurtenant 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 the 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 Three 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 Three, 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 Three, 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 Three. 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 this Declaration shall prevail; thereafter, priority shall be given first to such Articles of Incorporation, then to the Bylaws, 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.

- 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.
- 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.
- f. Conflict: In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration, Articles of Incorporation, By-laws or Architectural Committee Rules, the provisions of this Declaration shall prevail.
- g. Joint and Several Liability: In the case of joint ownership of a Lot, the liabilities and obligations of each of the owners, which are set forth in or imposed by the Governing Documents, are joint and several.
- h. No Warranty of Enforceability: While the Association has no reason to believe that any of the restrictive covenants or provisions contained in this Declaration are or may be invalid or unenforceable for any reason, or to any extent, the Association makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in reliance on one more restrictive covenants shall assume all risks of validity or enforceability thereof.
- i. Guests and Tenants: Each Owner is responsible for compliance with the Governing Documents by his/her agents, tenants, guests, and their respoective agents and employees.
- j. Attorney Fees: If the Association employs an attorney to enforce a lien for delinquent assessments, to collect any assessments or other amounts due from an Owner, to enforce compliance with or recover damages for any violation or non-compliance with the Governing Documents, or in defending any action or administrative proceeding filed against the Association by any Owner, the prevailing party in any such action is entitled to recover from the other party its reasonable attorney fees incurred in the action.

- k. Liimited Liability: Neither the Association, the Board, any member of the Board, any officer of the Association, nor any agent or employee of the Association or the Board is liable to any Owner or other person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith. The Association shall indemnify every present and former Board member against all liabilities incurred as a result of holding such office to the full extent permitted by law. The Association may additionally provide in its Articles of Incorporation and/or Bylaws for the indemnification of the Association directors, officers, members, employees, agents, contractors and other persons and entities.
  
- l. Cumulative Remedies: Each remedy provided herein is cumulative and not exclusive.
  
- m. Delivery of Notices and Documents: Any written notice or other document relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it is deemed to be delivered 72 hours after being deposited in an official United States mail receptacle, postage prepaid, addressed as follows: If to the Association, in c/o the President in office at the time the notice is provided; if to an Owner, to the address of the Lot or to the latest address furnished by an Owner to the Association. Each Owner has the duty to ensure that the Association has that Owner's correct mailing address.



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

DATED: 5/14/13

Dorado Country Club Estates Number Three

By: Mary Ann Winn  
Association Three President

Attested:

Anne B. Stericker  
Association Three Secretary

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA        )

This instrument was acknowledged before me this 14<sup>th</sup> day of May, 2013, by Mary Ann Winn and Anne B. Stericker.

Mary L. Fimbres  
NOTARY PUBLIC

