

**When recorded return to:**

**Ekmark & Ekmark, L.L.C.  
6720 North Scottsdale Road, Suite 261  
Scottsdale, Arizona 85253**

**AMENDED AND RESTATED  
DECLARATION OF HORIZONTAL PROPERTY REGIME  
AND OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CANYON RIDGE HOMES  
(A/K/A LAS TORRES)**

This Declaration is made as of the date hereinafter set forth by LAS TORRES HOMEOWNERS ASSOCIATION ("Association").

**WITNESSETH:**

WHEREAS, Declarant, First American Title Insurance Company of Arizona, Trustee ("Declarant") recorded a Declaration of Horizontal Property Regime and of Covenants, Conditions and Restrictions for Canyon Ridge Homes, recorded on October 30, 1979 at Docket Number 13996, Page 589, et seq., records of Maricopa County, Arizona, and all amendments thereto, governing the real property described on Exhibit "A" attached thereto ("Declaration"), (such real property hereinafter included in the "Property" as defined in Article I hereof); and

WHEREAS, the Association, by and through its members, wishes to amend the Declaration and restate it in its entirety as set forth herein;

WHEREAS, the Property was originally governed by the Horizontal Property Regime statutes, Arizona Revised Statutes Section 33-551 through 33-561, inclusive;

WHEREAS, the Condominium Act was enacted to supersede the Horizontal Property Regime Statutes, and to apply to the Property to the extent it does not conflict with the provisions of the Declaration;

NOW, THEREFORE, the Association submits the Property as a Condominium, to be governed by the Condominium Act to the extent that the Act does not conflict with the Declaration. The Association further declares that the Property shall be subject to the covenants, conditions and restrictions herein and shall be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved and used subject to these uniform restrictions, covenants, conditions, easements and equitable servitudes. This Declaration (as it may be amended from time to time) shall run with the Property, shall be binding upon all persons having or acquiring any right, title or interest in such Property or any part thereof, shall inure to the benefit of and be binding upon every portion of the Property and any interest therein, shall inure to the benefit of and be binding upon any successor in interest of each Owner and may be enforced by any Owner or their successors in interest, or by the Association, all as hereinafter provided.

Each Apartment shall be held, mortgaged, encumbered, sold, leased, transferred, conveyed, and otherwise dealt with or affected, together with such Apartment's appurtenant undivided Co-Owner's Interest (as defined in Article I) in the General Common Elements. A Co-Owner's Interest shall be deemed included in any such transaction involving an Apartment whether or not any reference is made to such interest. A Co-Owner's Interest shall not be subject to partition or separation from an Apartment and no Owner or other person or entity shall bring an action for partition.

Unofficial Document

## ARTICLE I

Section 1. Apartment shall mean a freehold estate, designated by one of the numbers on Exhibit B attached to the original Declaration ("Exhibit B"), consisting of:

- (a) An airspace within the Building defined as follows, such definition not including the surface described:
- (1) The lower boundaries are the planes of the upper surfaces of the floors thereof;
  - (2) The upper boundaries are the planes of the lower surfaces of the ceilings thereof;
  - (3) The lateral boundaries are the planes of the interior surfaces of the perimeter walls and any other load-bearing walls;

- (4) Unless otherwise necessitated by the construction of the Building, all airspace boundary lines intersect at right angles.
- (b) The following in addition to the airspaces so described:
- (1) The portions of any improvements lying within said boundaries (e.g., non-load bearing walls).
  - (2) Any range, dishwasher, garbage disposal unit, refrigerator and/or other household appliances or utility outlets (e.g., water, electricity, gas) within said boundaries.
  - (3) Where applicable, the airspaces for patios or balconies, carports or garages, heating and air conditioning units (and storage lockers if any are so designated) for the exclusive use of the Apartment.
  - (4) Each individual cooling and heating unit appurtenant to the Apartment and any duct work pertaining thereto.
- (c) The cubic content space of each Apartment is that cubic volume within the boundaries of the airspace defined above.

Section 2. Articles shall mean the <sup>Unofficial Document</sup> Articles of Incorporation of the Association which are, or shall be, filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

Section 3. Association shall mean and refer to LAS TORRES HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation, its successors and assigns, which association shall be the sole vehicle and means through which the Council of Co-Owners (as defined in the Horizontal Property Regime Statutes) may act, and it shall be deemed the "counsel of co-owners" as that term is used in said statutes.

Section 4. Board shall mean the Board of Directors of the Association.

Section 5. Building shall mean the principal structures constructed or to be constructed on the Property for the purpose of containing the Apartments, the location of which are shown on Exhibit B attached to the original Declaration. The aggregate cubic volume contained within the outside surfaces of each such structure shall be the cubic content of the Building.

Section 6. Bylaws shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 7. Condominium shall mean this Horizontal Property Regime, as set forth in the Declaration, and shall be synonymous with the term "Horizontal Property Regime".

Section 8. Co-Owner's Interest shall mean the undivided fractional or percentage interest in the General Common Elements appurtenant to an Apartment, which interest is set out in Exhibit C attached to the original Declaration ("Exhibit C").

Section 9. General Common Elements shall mean all of the Property which is not an Apartment.

Section 10. Declarant shall mean and refer to First American Title Insurance Company of Arizona, an Arizona corporation, its successors, and assigns.

Section 11. Improvements shall mean the Building, roads, driveways, parking areas, fences, walls, plantings, swimming pool and all other structures or improvements of every type and kind on the Property, whether now existing or subsequently placed or constructed, excluding the Apartments.

Section 12. Owner shall mean and refer to the record owner, whether one or more persons or entities (if more than one, any reference to Owner shall be construed as joint and several), of beneficial or equitable title or interest (or legal title if equitable title has merged) of any Apartment (together with its Co-Owner's Interest) in the Property, including the purchaser entitled to possession as shown by a recorded Unofficial Document for sale of the Apartment. Owner shall not include a person or entity having an ownership interest merely as security for the performance of an obligation. In the case of Apartments the fee simple title to which is vested of record in a Trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq. (Deed of Trust), the Owner shall be deemed to be the Trustor. Owner as used herein shall be deemed the "Co-owner" as that term is used in the Horizontal Property Regime Statutes.

Section 13. Property shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by being made subject to this Declaration (as it may be amended pursuant to the terms hereof); all Improvements located or to be constructed thereon (including without limitation the Building); the Apartments, and all easements, rights and appurtenances belonging to all the foregoing.

## ARTICLE II

## Easements

Section 1. Owner's Reciprocal Easements of Enjoyment. Every Owner shall have an undivided reciprocal easement of use and enjoyment in and to the General Common Elements, which easement shall be appurtenant to and shall pass with the title to every Apartment, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated in or upon the General Common Elements.
- (b) The right of the Association to impose fines and suspend recreational facility use privileges and voting rights for nonpayment by an Owner of assessments during any period which any assessment against the Owner's Apartment remains unpaid, or to impose the same sanctions for other breaches by an Owner (or those utilizing this easement through his auspices) of this Declaration, the Association's Bylaws or its established Rules and Regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the General Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer (which shall be by a document executed by the President and Secretary of the Association) shall first have received the assent of at least two-thirds ( $\frac{2}{3}$ ) of the votes of the members of the Association who are voting in person or by a proxy at a meeting duly called for such purpose (which purpose must be stated in the notice of the meeting) all in accordance with the Bylaws of the Association.
- (d) The right of the Association to establish uniform Rules and Regulations pertaining to the use of the General Common Elements including the recreational facilities thereon, and also including the right of the Association to limit the number of guests or invitees of Owners.
- (e) This right of use and enjoyment may be exercised by any person properly in possession of an Apartment in a manner not in violation of the provisions hereof, but nothing herein shall be deemed to alter or amend the definition of "Owner" in Article I hereof, or to affect the provisions of this Declaration with respect to membership in the Association or voting rights.

Section 2. Easements for Encroachments. As originally designed or constructed, if any portion of the General Common Elements encroaches upon any Apartment or if any Apartment encroaches upon any other Apartment or upon any portion of the General Common

Elements, or if any such encroachment shall occur hereafter as a result of repairing or rebuilding (substantially according to original design) after destruction, a valid easement shall exist in favor of the Owners or the Association (including its agents, contractors and employees) for such encroachments and for the repair and maintenance of such encroachments.

Section 3. Reciprocal Utility Use Easements. Each Owner shall have an easement for his Apartment in common with all other Owners for their Apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other General Common Elements serving any of the Apartments or the General Common Elements. Upon reasonable written notice (except for an emergency) the Board or its duly appointed agent shall have a right of access to each Apartment to inspect the above named items, to remove violations therefrom and to maintain, repair, or replace the General Common Elements contained adjacent thereto, therein or elsewhere in the Building.

Section 4. Public Utility Easements. Each Apartment and all of the General Common Elements shall be subject to a blanket easement for the purpose of permitting the Association or utility companies, such as those providing telephone, gas, electric, water, sewage and any and all other utility services, and any governmental agency to install, affix, maintain, operate and replace, telephone wires and equipment, electric wires, buried cables, circuits, conduits, fixtures, gas lines, sewer lines, water lines and television cables and other utility elements or fixtures in all the walls, ceilings, roofs, floors and ground or any other part of the Property. Said easements shall also include the right to use all driveways, passageways, stairways and hallways for ingress and egress to all or any part of the Property and to temporarily use any part of the Property necessary to permit construction, installation and maintenance of any of said utilities.

### ARTICLE III

#### Property Use: Conditions and Restrictions

Section 1. Permitted Uses, Conditions and Restrictions. The permitted uses, conditions and restrictions for the Property shall be as follows:

- (a) Residential Use. All Apartments shall be used and devoted exclusively to single family residential use. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four (4) persons not all so related, who maintain a common household in an Apartment. No trade or business may be conducted in or from any Apartment, except that an Owner or other resident of an Apartment may conduct a business activity within an Apartment so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Apartment; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Property; (iii) the business activity does

not involve persons coming onto the Lot or the door-to-door solicitation of Owners or other residents in the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board. Furthermore, no advertising or directional signs may be placed upon the Apartment or any portion of the Common Elements regarding the business activity. Additionally, no on-street parking may occur relating to the business activity. The terms "business" and "trade" as used in this section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. Nothing herein shall be deemed to prevent the leasing of any Apartment to a single family from time to time by the Owner thereof, subject to all of the provisions of this Declaration.

- (b) Antennas and Utility Service. Other than as initially constructed by Developer, no antennas, lines, wires, or other devices for the communication, transmission or receiving of electric current, waves or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon the Property whether attached to a building or structure or otherwise, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, all as shall be submitted to and approved by the Architectural Committee. No provision hereof shall be deemed to forbid the construction of other structures which have been approved by the Architectural Committee, or the installation of television antennas, satellite dishes, or other forms of antennas that must be allowed pursuant to rules adopted by The Federal Communications Commission ("FCC"). Such antennas may not be installed in the General Common Elements. However, they may be installed in accordance with rules and regulations adopted by the Board of Directors for the Association.
- (c) Improvements and Alterations. No improvements, construction alterations, repairs, excavation or other work or action which in any way alters the exterior appearance of the Property or the Improvements located thereon from its natural or improved state as constructed by the Developer (or as subsequently modified with Architectural Committee approval) shall be made or done without the prior approval of the Architectural Committee, except as may otherwise be expressly provided in this Declaration.

- (d) Lawns and Plantings. No Owner shall plant, remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass or plantings upon any General Common Element without the written consent of the Association having first been obtained.
- (e) Repair of Buildings. No Apartment upon the Property shall be permitted by the Owner (including any authorized occupant) to fall into disrepair, and each such Apartment shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Association shall have the right, after fifteen (15) days' written notice to an Owner, to repair, paint, or otherwise maintain any such Apartment (and without notice in the event of an emergency) which the Association, acting through its Board, determines in its discretion is in violation of this provision. All costs and expenses, including reasonable attorneys' fees, incurred by the Association, shall be borne by the Owner, and shall be paid to the Association on demand plus interest at the rate of fourteen percent (14%) per annum from ten (10) days after said demand until paid in full. Any sum not paid by an Owner may be treated as an assessment. The Association shall have an easement and right of entry in an Owner's Apartment to the extent reasonably necessary to carry out the provisions of this Subsection.
- (f) Trash Containers and Collection. No garbage or trash shall be placed or kept on the Property except in covered containers of a type, size, style and at a location approved by the Architectural Unofficial Document Committee.
- (g) Restriction on Further Subdivision. No Apartment shall be further subdivided or separated into smaller Apartments by any Owner, and no portion less than all of any such Apartment, and any easement or other interest therein, shall be conveyed or transferred by any Owner, except for undivided interests to multiple owners. No portion of an Apartment but for the entire Apartment may be rented or leased, and then only to a single family; provided, however, that no Apartment may be leased or subleased without prior written notice to the Board of the names of the lessee and their family members and the term of the lease, nor without compliance with such other rules and regulations as may be established by the Board.
- (h) Signs. No signs whatsoever which are visible from the General Common Elements shall be erected or maintained on any Apartment or the General Common Elements except such signs the nature, number and location of which have been approved in advance by the Architectural Committee and except for such signs as are used by Developer during construction on the property and sale of the Apartments.