

STATE OF ARIZONA

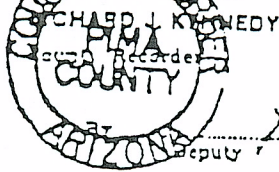
COUNTY OF PIMA

Witness my hand and Official Seal.

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FORM 413

... hereby certify that the within instrument was filed for record in Pima County, State of Arizona



No. 80. 11

Book 7811

733-739

Date: JUN 25 86 11:00 AM

Request of LAWYERS TITLE OF ARIZONA

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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE COUNTRYSIDE COMMUNITY CLUB

THIS DECLARATION is made the 11th day of June, 1986, by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto and incorporated by reference herein, and which shall hereinafter be referred to as the "Club Property"; and

WHEREAS, Declarant has constructed those certain Improvements upon the Club Property to be used for the common use and enjoyment of certain owners within the Member Properties as the same is described in Exhibit "B" attached hereto and incorporated by reference herein; and

WHEREAS, the Countryside Community Club Association, an Arizona nonprofit corporation (the "Association") has been formed for the purpose of operating, regulating and maintaining the Club Property; and

WHEREAS, Declarant wishes to convey the Club Property to the said Association and to preserve the use of such property in the future for purposes consistent with the general development plan of the Member Properties and for the common use and enjoyment of those persons owning or living upon lots within the Member Properties and the successors-in-interest thereto, and such other persons as shall be determined by the board of directors of the Association. Said uses shall be determined by the board of directors of the Association, by the articles of incorporation and bylaws of the Association and the Declaration of Covenants, Conditions and Restrictions for the Member Properties.

NOW, THEREFORE, Declarant hereby declares that the Club Property is and shall be held, conveyed, encumbered, leased, used and enjoyed subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Club Property and the Member Properties which shall run with the Club Property, shall be binding upon all persons having or acquiring any interest in the Club Property or any part thereof; shall inure to the benefit of, be binding upon and may be enforced by 1) Declarant or such other person or entity which Declarant

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has, in writing, specifically designated as a transferee and successor-in-interest to any or all of Declarant's rights or obligations hereunder; 2) the Association, including its board of directors and members; and 3) the owner of any lot in the Member Properties which has been specifically granted membership rights in and to the Club Property by Declarant (or any other person or entity to which Declarant has specifically assigned or transferred, in writing, its right to grant membership rights hereunder in and to the Club Property), and whether such membership rights have been granted by recorded Declarations of Covenants, Conditions and Restrictions or otherwise ("Lot Owner(s)").

1. The Club Property shall be owned, operated, and maintained by the Association for the use and benefit of the Lot Owner(s) as well as the Lot Owner(s) families, guests and lessees of the Lot Owner(s) lots within the Member Properties, provided:

(a) That such Lot Owner(s) has a covenant running with his lot within the Member Properties obligating such Lot Owner(s) and his successors-in-interest thereto to pay certain recreational fees or assessments to the Association for the support of the Club Property, which said covenant shall have been established or approved in writing by Declarant or such other person or entity to which Declarant has, in writing, assigned or transferred its right of establishment or approval thereto; or

(b) That such Lot Owner(s) has in effect, and is not delinquent in payment, with respect to a separate written contractual agreement between said Lot Owner(s) and the Association, and which has been approved by the Board of Directors of the Association, for certain privileges of use and enjoyment of the Club Property.

2. All privileges of use of the Club Property by those persons entitled to use of the same, as provided for above, shall be subject to:

(a) The applicable provisions of the recorded Declarations of Covenants, Conditions and Restrictions for subdivisions within the Member Properties; and

(b) The Articles and Bylaws of the Association, as well as rules and regulation: which may, from time to time, be promulgated by the board of directors of the Association (the "Board") or the property or association manager appointed by the Board, provided that subsequent to the recordation hereof.

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Neither said Declarations of Covenants, Conditions and Restrictions, the Articles or Bylaws of the Association, nor regulations promulgated pursuant thereto shall be amended in a fashion that would be contrary to the intent hereof.

3. No part of the Club Property shall be leased, conveyed or otherwise encumbered without the prior written consent of all of the following, which shall be duly recorded with the County Recorder of Pima County, Arizona:

(a) For a period of ten years from the recordation hereof, Declarant or any successor-in-interest thereto;

(b) Two-thirds of each class of members of the Association;

(c) The Board of Directors of the Countryside Community Club Association; and

(d) For a period of five years from the recordation hereof, the U.S. Department of Housing and Urban Development and the Veterans Administration.

This Section 3 shall not apply to the grant of such easements or licenses for utilities, construction and such other purposes as are incidental to the operation of the Club Property provided that the granting thereof shall be consistent with the general plan of use, operation, maintenance and management of the Club Property, as the same is expressed in the Articles of Incorporation and Bylaws of the Association and shall include, but not be limited to, the expansion, modification or repair of improvements upon the Club Property.

4. Rights of Declarant Regarding Sales of Lots or Parcels to Developers, Investors or Builders. Notwithstanding those provisions otherwise set forth in this Declaration, whenever the vote, consent, or veto right of any of the following:

(1) The Declarant;

(2) Lot Owner(s);

(3) Owners of lots within Member Properties, or

(4) Members of the Association

is required, and whenever the extent of such rights depend upon ownership of lots within the Member Properties, then, in such case, Declarant shall have the exclusive power to exercise such rights with respect to such lots or parcels it has sold to other

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developers, investors, or builders unless the provisions of this Section 4 have specifically been waived or transferred, in writing, by Declarant.

5. Obligation to Covenant Membership Properties. This Declaration is not intended to create any lien or encumbrance upon any of the Member Properties which do not have use privileges to the Club Properties pursuant to the paragraph preceding Section 1 above, nor does it create any obligation for Declarant to place covenants upon any of the Member Properties creating such privileges.

6. Term and Renewal. This Declaration shall run with and be binding upon the Club Property for a period of 20 years from the date of its recordation with the Office of the Pima County Recorder, Pima County, Arizona.

This Declaration shall be automatically renewed for an additional 20-year period unless terminated at that time by the written consent of 51% of those persons then Lot Owner(s) within the Member Properties.

7. Amendment. This Declaration may be amended as follows:

(a) If the amendment is for the purpose of complying with any federal, state or local law or regulation, including but not limited to, the U.S. Department of Housing and Urban Development, the Veterans Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then upon the recordation of a written instrument executed by Declarant or any other entity to which Declarant has specifically assigned in writing its rights under this Section.

(b) For a period of five (5) years from the recordation hereof, Declarant with prior written approval of the U.S. Department of Housing and Urban Development or the Veterans Administration, if the purpose is to correct a technical defect in this Declaration or any inconsistency between this Declaration and the articles of incorporation or bylaws of the Association or any of the Declarations of Covenants, Conditions and Restrictions recorded upon any of the Member Properties creating privileges of use and enjoyment to the Club Property.

(c) If the amendment is for any other purpose, then upon:

(i) Written consent of those persons or entities which constitute the owners of no less than 80% of all those lots within the Member Properties which have been specifically granted membership rights in and to the Club Property as set forth in the paragraph preceding Section 1 above; and

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(ii) The prior written consent of the Board of Directors of the Countryside Community Club Association; and

(iii) For a period of 10 years from the recordation hereof or until Declarant owns 20 or fewer lots within the Member Properties, whichever is a shorter period of time, the prior written consent of Declarant or any other person or entity to which Declarant has conveyed its right of approval or veto under this section; and

(iv) For a period of 5 years from the recordation hereof, the prior written consent of the U.S. Department of Housing and Urban Development or the Veterans Administration.

DECLARANT:

U.S. HOME CORPORATION, Delaware corporation

By: [Signature]
Its: FLORIANE VICKI LINGQUIST
WESTERN LUMBER DIVISION

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED this 19th day of June, 1986, by Floriane Vicki Lingquist as Assistant Vice President of U.S. HOME CORPORATION, a Delaware corporation, as Declarant.

[Signature]
Notary Public

My Commission Expires:
12/10/88



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EXHIBIT A

All of that portion of the South half of Section 24 in Township 12 South of Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the western most corner of Lot 35 of Countryside, Lots 1 thru 190, a subdivision on record in the office of the County Recorder of Pima County, Arizona in Book 31 of Maps and Plats at Page 5 thereof;

Run thence south 34 degrees 16' 21" west, a distance of 81.56 feet to a point on the southwesterly right of way line of Bald Eagle Avenue as shown in Book 6026 of Dockets at Pages 419 thru 422 thereof, said point being the TRUE POINT OF BEGINNING;

Run thence south 44 degrees 24' 39" east along said right of way line a distance of 411.96 feet to a point.

Thence south 25 degrees 00' 21" west, a distance of 171.22 feet to a point;

Thence south 11 degrees 00' 21" west, a distance of 262.00 feet to a point;

Thence north 68 degrees 14' 39" west, a distance of 18.00 feet to a point;

Thence south 55 degrees 33' 21" west, a distance of 601.00 feet to a point;

Thence north 61 degrees 26' 30" west, a distance of 389.52 feet to a point on a curve at which point the radius of said curve bears south 67 degrees 39' 10" east;

Thence northeasterly around said curve to the right whose radius is 353.00 feet a distance of 243.73 feet to a point of reverse curvature;

Thence northeasterly around said curve to the left whose radius is 1002.00 feet, a distance of 483.29 feet to a point of tangency;

Thence north 34 degrees 16' 21" east, a distance of 404.80 feet to a point, said point being the TRUE POINT OF BEGINNING.

Less any portion of a well site as described in Book 6189 of Dockets at Page 285 thereof.

Said parcel containing 10.35 acres more or less, and certain improvements hereon.

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EXHIBIT B

COUNTRYSIDE COMMUNITY CLUB
MEMBER PROPERTIES

All of those portions of the Southwest quarter of Section 24 in Township 12 South of Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

PARCEL A

Lots 1 thru 198 and Block 'A' of COUNTRYSIDE, Pima County, Arizona, as shown by map on file in Book 31 of Maps and Plats at Page 5, Pima County Records, EXCEPTING therefrom Block 'A' thereof.

PARCEL B

Lots 191 thru 447 and Blocks 'B,' 'C' & 'D' of COUNTRYSIDE, Pima County, Arizona, as shown by map on file in Book 32 of Maps and Plats at Page 83, Pima County Records, EXCEPTING therefrom Blocks 'B,' 'C' & 'D' thereof.

PARCEL C

Blocks 1, 6, & 8 of COUNTRYSIDE, Blocks 1 thru 10, Pima County, Arizona, as shown by map on file in Book 36 of Maps and Plats at Page 42, Pima County Records.

PARCEL D

Lots 1 thru 72, COUNTRYSIDE SHADOWS, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 37, Pima County Records.

PARCEL E

Lots 1 thru 239, COUNTRYSIDE TERRACE, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 51, Pima County Records.

PARCEL F

Lots 240 thru 398 and Block 'A' of COUNTRYSIDE TERRACE, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 53, Pima County Records, EXCEPTING therefrom Block 'A' thereof.