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**DECLARATION OF ANNEXATION, RECIPROCAL
EASEMENT AND
SUPPLEMENTAL COVENANT FOR
COLINAS DE ORO PHASE II
LOTS 139 THRU 147
AND COMMON AREAS "A" AND "B"**

This Declaration of Annexation, Reciprocal Easement and Supplemental Covenant for Colinas De Oro, Lots 139 thru 147 and Common Areas "A" and "B" is made as of this 6th day of July, 2004, by Title Security Agency of Arizona, an Arizona corporation, as Trustee under Trust No. 748 ("Declarant").

RECITALS

A. Declarant is the Declarant under that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Colinas de Oro, recorded in Docket 12016 at Page 872, Pima County Records (as it may be amended, restated and modified from time to time, the "Declaration"), having reference to Lots 1 through 138 and Common Area "A" and "B" of Colinas de Oro, a subdivision of Pima County, recorded in Book 56 of Maps and Plats at Page 48 thereof, Pima County Records. Capitalized terms used herein and otherwise undefined shall have the meanings set forth in the Declaration.

B. Declarant is the owner of the following described property:

Colinas de Oro Phase II Lots 139 thru 147 and Common Areas "A" (Detention Basin) and "B" (Drainage), a subdivision of Pima County, Arizona, recorded in Book 58 of Maps and Plats at Page 87 thereof, Pima County Records (the "Plat"), being a resubdivision of a portion of Lot 2 of Colinas de Oro Lots 1-3, a subdivision of Pima County recorded in Book 19 of Maps and Plats at Page 95 thereof, Pima County Records (hereinafter referred to as the "Annexation Property").

C. Declarant is empowered to annex the Annexation Property under the purview of the Declaration.

D. Any capitalized terms not otherwise defined herein shall have the meanings assigned to them by the Declaration.

NOW THEREFORE, the Declaration is amended as follows:

1. Annexation of Annexation Property. The Annexation Property is hereby annexed and shall be held, conveyed, encumbered, leased and used subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, assessments, equitable servitudes, charges and liens set forth in the Declaration and as further provided for herein.

Each lot in the Annexation Property shall be deemed a "Lot" as defined in the Declaration, and each owner thereof shall be deemed an "Owner" as defined in the Declaration. In addition, Common Areas "A" and "B" as shown on the Plat shall be deemed a part of the Common Area as defined in the Declaration. The Annexation Property is hereby deemed a part of the Properties, as defined in the Declaration, and the Owners of the Annexation Property shall have the same rights, privileges and obligations under the Declaration as Owners of Lots within the Properties, including, but not limited to all provisions governing voting rights, membership rights, Common Area privileges and assessment obligations. The restrictions of the Declaration shall run with the Annexation Property, shall be binding upon all persons having or acquiring any interest therein, and shall inure to the benefit of, be binding upon and enforceable by all Owners, the Declarant, the Association, and their respective successors in interest.

2. Non-exclusive, Reciprocal Easements. Without limiting the foregoing, the following easements are established over portions of the Annexation Property as hereinafter set forth:

(a) There is hereby granted to the owners of Lots 139, 140, 141 and 142 a non-exclusive, reciprocal easement for pedestrian and vehicular ingress and egress, for slope maintenance and drainage, and for underground utilities, over, across and under those certain portions of Lots 139 through 142 more particularly delineated on the Plat, and limited to the areas and uses thereon shown (the "139-142 Easement"), which easement shall be a right appurtenant to and shall run with Lots 139 through 142 for the common use and benefit of the owners thereof, and their families, agents, employees, guests and invitees. The Owners of Lots 139 through 142 do hereby acknowledge and agree to be bound by the reciprocal, non-exclusive easement herein described and shall cooperate with one another to permit reasonable ingress, egress and the movement or circulation of vehicles across the 139-142 Easement to and from Golden Hills Road. Blocking or obstructing the reasonable use of the 139-142 Easement by any person shall be prohibited.

(b) There is hereby granted to the owners of Lots 143, 144, 145 and 146 a non-exclusive, reciprocal easement for pedestrian and vehicular ingress and egress, for slope maintenance and drainage, and for underground utilities, over, across and under those certain portions of Lots 143 through 146 more particularly delineated on the Plat, and limited to the areas and uses thereon shown (the "143-146 Easement"), which easement shall be a right appurtenant to and shall run with Lots 143 through 146 for the common use and benefit of the owners thereof, and their families, agents, employees, guests and invitees. The Owners of Lots 143 through 146 do hereby acknowledge and agree to be bound by the reciprocal, non-exclusive easement herein described and shall cooperate with one another to permit reasonable ingress, egress and the movement or circulation of vehicles across the 143-146 Easement to and from Golden Hills Road. Blocking or obstructing the reasonable use of the 143-146 Easement by any person shall be prohibited.

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(c) The Association shall maintain and repair the 139-142 Easement and the 143-146 Easement as part of its obligation to maintain and repair the Common Area for the Properties. The 139-142 Easement and the 143-146 Easement shall each at all times be maintained in a neat and clean condition, free of debris and obstruction, and free of evidence of dilapidation or deterioration. The Association shall have the authority to levy and collect, pursuant to Section 6.5 of the Declaration, Individual Assessments for costs and expenses arising out of or attributable to the special characteristics or needs of the particular Lots served by the said easements, which such Individual Assessments shall be billed to each respective Owner in an amount equal to the fair and proportionate share of the cost of maintenance and repair, as determined by the Association in its reasonable discretion. In the event that the Association does not accept responsibility for the maintenance and repair of said easements, it shall be the responsibility of the respectively benefited Owners, at their sole cost, to maintain and repair the said easements. Each of the respective Owners shall contribute an equal proportionate share toward the cost of maintenance, repair or replacement of improvements within each of the easements used in common by the respective Owners. Any person deliberately or recklessly causing damage to either the 139-142 Easement or the 143-146 Easement shall be solely responsible to repair same.

3. Improvements. After the completion of roads, utilities and any other initial improvements within the 139-142 Easement and the 143-146 Easement, no Owner shall change, alter or further improve the said easements unless permitted by the written approval of the Architectural Control Committee.

4. Refuse, Trash Collection. Trash pick-up for Lots 139-146 shall be from Golden Hills Road, and the Owners of Lots 139-146 are responsible for placing their trash containers on or adjacent to Golden Hills Road for pick-up and returning their trash containers to their respective Lots on the day of pick-up.

5. Reservation of Annexation Rights. In addition, in accordance with its rights under Section 12.3 of the Declaration, Declarant expressly continues to reserve and shall continue to have the right at any time, and without the consent or approval of any person or entity, to annex into the Properties, and under the purview of the Declaration, any land adjacent to the Properties, as amended hereby.

6. Binding. The provisions hereof shall henceforth be considered a part of the Declaration as though set forth therein.

IN WITNESS WHEREOF, the President and Secretary of the Association hereby execute this Amendment, certifying that the Owners of not less than seventy-five percent of the Lots consented to or voted affirmatively for this Amendment.

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