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Recorded at the Request of:

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**Second Amended and Restated Declaration of Covenants,
Conditions and Restrictions for
CASA BUENA HOMEOWNERS ASSOCIATION**

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS for
CASA BUENA

Updated by the Board November 11, 2012

SECOND AMENDED AND RESTATED

THIS DOCUMENT AMENDS, RESTATES and REPLACES the First Restated Declaration of Covenants, Conditions and Restrictions for CASA BUENA HOMEOWNERS ASSOCIATION (hereinafter referred to as "Association"),

Witnesseth:

WHEREAS, the real property that is subject to said declaration and all amendments thereto is described as certain property in the City of Scottsdale, County of Maricopa, State of Arizona, which is more particularly described as: Lots 1 through 94, inclusive, and the Tracts A, B and C, CASA BUENA, according to the plats of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 192 of Maps, Page 22 thereof, and Lots 95 through 141, inclusive, and Tracts D, E and G, CASA BUENA II, according to the plats of record in the Office of the County Recorder of Maricopa County, Arizona in Book 199 of Maps, Page 46 thereof.

WHEREAS, Casa Buena Homeowners Association, is an Arizona non-profit corporation and is the Association designated under the Declaration of Covenants, Conditions and Restrictions of CASA BUENA recorded on August 29, 1971, in Docket 12402, Pages 1344 through 1357, inclusive, and an Amendment to Declaration of Covenants, Conditions and Restrictions of CASA BUENA was recorded on May 17, 1978, in Docket 12911, at Pages 705 through 711, inclusive. , and a Second Amendment to Declaration of Covenants, conditions and Restrictions of CASA BUENA was recorded on January 10, 1983, as document number 83-009881, with the Maricopa County Recorder's Office, and a Third Amendment to Declaration of Covenants, Conditions and Restrictions of CASA BUENA, was recorded on December 8, 1983, as document number 83-492495 with the Maricopa County Recorder's Office, and a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of CASA BUENA, was recorded on January 16, 1987, as document number 87-029911, and thereafter Restated in Document No. 1987-0241163 with the Maricopa County Recorder's Office (hereafter collectively "Original Declaration").

NOW, THEREFORE, the Association hereby amends, restates and replaces its Original Declaration which all of the real property described above is subject, as evidenced by the undersigned acknowledgment as set forth below:

IN WITNESS WHEREOF, the undersigned officers of the Casa Buena Homeowners Association, Inc. attest that the Association has received the requisite vote of the required percentage of the members approving and consenting to this Amendment.

All of the property within the Project shall be held, sold and conveyed subject to the following amended and restated easements, restrictions, covenants, and conditions, all of which are for the purpose

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of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. This declaration hereby establishes a plan for the individual ownership of real property estates, consisting of a Lot and the improvements contained thereon, and the ownership by a non-profit association comprised of all owners of units, of all the remaining property, both real and personal, which is hereinafter defined and referred to as the "common elements". Said restrictions establish and impose a general plan for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions and restrictions upon said land and upon any and all units and upon the use, occupancy and enjoyment thereof. Every conveyance of any of said units, or property or portion thereof shall be and is subject to these easements, covenants, conditions and restrictions as follows:

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ARTICLE I

Definitions

Section 1. "Association"

"Association" shall mean and refer to CASA BUENA HOMEOWNERS ASSOCIATION, a nonprofit corporation, its successors and assigns.

Section 2. "Owner"

"Owner" shall mean and refer to the record owner, whether one or more persons.

Section 3. "Properties"

"Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" and "Common Elements"

"Common Area" and "Common Elements" shall be synonymous and shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be that area described and designated as Tracts A, B, and C of CASA BUENA according to the plat of record referred to above, and Tracts D and G CASA BUENA II, according to the plat of record referred to above, and shall include such additional Common Areas as are designated within any property that may hereafter be brought within the jurisdiction of the Association. The Common Area shall be owned by the Association at the time of the conveyance of the first Lot. The Common Area shall also include Perimeter Walls as described in Article VIII, Walls.

Section 5. "Lot," "Parcel," "Residence," "House," and "Residential Unit"

"Lot," "Parcel," "Residence," "House," and "Residential Unit" shall be synonymous and shall mean and refer to any plot of land (including all improvements thereon and appurtenances thereto) shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. The "Common Area" and "Common Elements"

The "Common Area" and "Common Elements" described above in Section 4 shall not include the following described real property: Tract F, CASA BUENA II, according to Book 199 of Maps, Page 46, Records of Maricopa County, Arizona.

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Section 7. "Governing Documents"

"Governing Documents" means this Declaration, the Association's Articles of Incorporation, the Bylaws, the Association Rules, and Management Agreements, as may be amended from time to time.

Section 8. "Visible from Neighboring Property"

"Visible from Neighboring Property" means, with respect to any given object, that the object is or would be visible to a person six feet tall, standing at ground level on any part of the neighboring property viewing that property from the front.

Section 9. "Board"

"Board" means the Board of Directors of the Association.

Section 10. "Community"

"Community" means Casa Buena which includes all Lots, Common Elements, streets, sidewalks, and washes.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, 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 upon the Common Area.
- (b) The right of the Association to impose fines and suspend recreational facility use privileges and voting rights for nonpayment of assessments during any period which any assessment against the Owner's Lot remains unpaid, or to impose the same sanctions for other breaches of the Declaration, the Association Bylaws or its published rules and regulations after due notice and hearing. This provision shall be subject to the terms of Article III, section 4 of this Declaration.
- (c) The rights of the Association to dedicate, sell or transfer all or any part of the Common Area to any party, whether public or private, for such purposes and subject to such conditions as may be authorized by the Board. No such dedication, sale or transfer shall be effective unless approved by two-thirds (2/3) of the Owners agreeing to such dedication, sale or transfer.

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- (d) The right of the Association to change the use of all or any part of the Common Area as may be authorized by the Board of Directors and approved by two-thirds (2/3) of the Lots within Casa Buena of the Owners present in person and/or by absentee ballot and voting at a meeting (even if held by ballot only in lieu of meeting).
- (e) The right of the Association to limit the number of guests of Owners.
- (f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereon.

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Waiver of Use

No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

ARTICLE III**Membership and Voting Rights****Section 1. Membership in the Association**

Membership in the Association shall be limited to record owners of equitable title (or legal title if equitable title has merged) of Houses constructed on the property described above. Any owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a Lot shall be the sole qualification and criteria for membership. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of such Lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process, which shall transfer title of a Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association shall record the transfer upon the books of the Association and issue a new membership to a purchaser and thereupon the old membership outstanding

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in the name of the seller shall be null and void. The Association is only required to record transfers in which the Association was placed on written notice.

The record owner of equitable title (or legal title if equitable title has merged) of each Lot shall be entitled to one membership in the Association for himself and his family residing in the house, which membership shall be subject to all of the provisions of the Association's Governing Documents, as now in effect or duly adopted or amended.

Section 2. Owner is a Member of the Association

Every Owner of a Parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any parcel which is subject to assessment.

Section 3. Voting Rights

Members within the Association shall be all Owners and each member shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Parcel. If any member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast by a member for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void. Should a member be a corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity, the entity shall cast its vote subject to and in accordance with any procedures or requirement as the Board may establish, amend and/or repeal from time to time in its sole discretion.

Section 4. Suspension of Voting Rights

In the event any Owner is in arrears in the payment of any amount due pursuant to any provision of this Declaration, for a period of fifteen (15) days, or shall be in default in the performance of any provision of this Declaration for a period of fifteen (15) days, said Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

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ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments

Each Owner of each Parcel owned within Casa Buena, hereby covenants, and each Owner of any Parcel by acquiring an ownership interest therein, whether or not it shall be so expressed in the conveying documents, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges; and
- (b) special assessments; and
- (c) transfer fees as authorized by the Board. Such assessments to be established and collected as provided herein.

The annual and special assessments and transfer fees, together with interest, costs of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the health, safety and general welfare of the residents in Casa Buena and for the improvements and maintenance of the Common Area and of the improvements thereon. The assessments shall cover the cost of all repairs, replacement and maintenance of the Common Area and all improvements thereon and the cost of all other authorized common activities and facilities, including but not limited to, additional common facilities and improvements, taxes and insurance, as may, from time to time, be authorized by the Board.

Section 3. Establishment of Annual Assessment

Each Owner of a Parcel covenants for themselves and their heirs, successors and assigns that such Parcel shall be subject to an assessment, in an amount to be determined by the Association, as permitted by this Declaration of Covenants, Conditions and Restrictions. The amount to be prorated among the members of the Association shall be established annually by the Board.

- (a) The maximum annual assessment may be increased each year not more than five percent (5%) per year above the maximum assessment for the previous year without a vote of the Owners.

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- (b) The maximum annual assessment may be increased more than five percent (5%) per year in any one year by a vote of two-thirds (2/3) of the Owners who are voting in person or by absentee ballot at a meeting duly called for this purpose. or at any annual meeting.
- (c) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Reserve Fund

The Board must establish reserves for the future periodic maintenance, repair or replacement of the major components of the Common Elements which the Association is obligated to maintain, repair and replace. Association reserve funds are to be used only for such maintenance, repair, or replacement, and for no other purpose whatsoever. The reserves may be funded from annual assessments, reserve fund contributions or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board in a separate bank account (the "Reserve Account") to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. The Board may obtain a reserve study at least once every five (5) years, which study shall at a minimum include:

- (a) identification of the major components of the Common Elements which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years;
- (b) identification of the probable remaining useful life of the identified major components as of the date of the study;
- (c) an estimate of the cost of repair, replacement, restoration, or maintenance of the identified major components during and at the end of their useful life;
- (d) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the identified major components during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

Section 5. Special Assessments

In addition to the annual assessments authorized above, in any assessment year, the Association may levy a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by absentee ballot at a meeting duly called for this purpose, or at an annual meeting.

Section 6. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all parcels and may be collected on an annual basis or in installments as determined by the Board.

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Section 7. Date of Commencement of Annual Assessments, Due Dates

The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association

Any assessment or installment not paid within fifteen (15) days after the due date may bear interest from the due date at the rate of twelve percent (12%) per annum and/or may be subject to a late fee of 10% of the annual assessment. The Association may bring, without electing a remedy, any and all actions and seek any and all relief against the Owner personally obligated to pay the same, and/or to foreclose the lien against the property in a like manner as a mortgage of real property, and such Owner hereby expressly grants to the Association the power of sale in connection with said lien. The Association may recover and the Owner shall be liable for the amount of the delinquent assessment together with all fees, charges, administrative fees, collection costs, fines and penalties, together with interest and late charges, costs of collecting and attorney's fees and costs. No Owner may waive or otherwise escape liability for the assessments provided for hereby by nonuse of the Common Area or abandonment of his Parcel. In any action taken against an Owner to collect delinquent assessments, whether through lien foreclosure or otherwise, the Owner shall be obligated to pay in addition to any and all other amounts required herein, all costs and all attorney's fees incurred by the Association in such action.

Section 9. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to first mortgage foreclosure, first deed of trust sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Transfer Fee / Contribution Fee

The Association has the right to assess a Transfer Fee / Contribution Fee as outlined below.

- (a) Except as provided in Subsection (b), immediately upon becoming the Owner of the Lot, each Person or Entity who purchases or otherwise becomes the Owner of a Lot on or after the date of this amendment shall pay to the Association a Transfer Fee / Contribution Fee in an amount to be determined by the Board of Directors. The amount of the Transfer Fee / Contribution Fee is an amount set from time to time by the Board of Directors, in its sole discretion.

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- (b) No Transfer Fee / Contribution Fee shall be payable with respect to:
- i. the transfer or conveyance of a Lot by devise or intestate succession;
 - ii. a transfer or conveyance of a Lot for estate planning purposes; or
 - iii. a transfer or conveyance to a corporation, partnership or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment for the Transfer Fee / Contribution Fee in which event a Transfer Fee / Contribution Fee shall be payable with respect to such transfer or conveyance.
- (c) Transfer Fee / Contribution Fees shall be non-refundable and shall not be considered as an advance payment of assessments.
- (d) Transfer Fee / Contribution Fees shall either be used as contribution to the operating expenses or the Reserve Fund, as may be determined from time to time by the Board of Directors, in its sole discretion

ARTICLE V**Use Restrictions****Section 1. General Usage.**

Said premises, except for improvements within the Common Area, are hereby restricted to single family, single story not to exceed 24 feet in height, residential dwellings for residential use and ancillary improvements, such as, a private carport or private garage. The 24 foot restriction shall mean that no portion of the structure, outside of things like a chimney or mechanical equipment, could exceed 24' from the ground level. The flooring of any detached or undetached sun deck or any other non-enclosed, open-air structure, including playground sets, cannot exceed 6 feet in height. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from any other locations onto said premises. A guest house or other structures that meet all city zoning, building code and use permitting requirements is allowed on a Lot. A guest house cannot be rented, leased or offered for rent or leased separately from the main structure. For any improvements constructed on a residential Lot; the following set-back restrictions apply:

- (a) Front (face of building or garage) – minimum depth of 20 feet (measured from owner side of sidewalk)
- (b) Side yard – minimum depth of 10 feet (measured from wall as defined in Article VIII); minimum aggregate depth of 20 feet but no depth less than 8 feet.

No trailer, incomplete building, tent, shack, garage, or temporary buildings or structures of any kind, shall be used at any time for a residence by either the Owner, members of the Owner's family,

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tenants or guests. Temporary buildings, trailers, trash containers or other structures used during the construction of exterior alterations approved by the Board or its designee, interior remodeling, reroofing or other work shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailer or other structures be maintained or kept on any property for a period in excess of one month without prior written approval of the Board. No Residential Unit, building or structure on any Lot or other property shall be permitted to fall into disrepair and each such Residential Unit, building and structure shall, at all times, be kept in good condition and repair and adequately painted or otherwise finished. In the event that any Residential Unit, building or structure is damaged or destroyed, then, subject to the approvals required by this Declaration, such Residential Unit, building or structure shall be immediately repaired or rebuilt or shall be demolished.

Section 2. Animals.

No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lots, except that dogs, cats or other typical household pets may be kept on the Lots provided they are not kept, bred or maintained for any commercial purpose. Dogs may not run free within the Community and must be walked on a leash under human control at all times. The Owner is responsible for the immediate removal of any droppings from the Community and/or damages to the Community by the pet.

Section 3. Signs.

Signs that are placed in inappropriate areas without specific Association approval (Association common areas, on street signs, trees, etc.) will be removed by the Association.

No advertising signs (except for the following signs listed below) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any residence or any resident thereof. The following signs are permitted:

- (a) One 'For Sale' sign which may be no larger than an industry standard for sale sign (not to exceed 18 x 24 inches) and a sign rider (not to exceed 6 x 24 inches) located on an Owner's Lot,
- (b) One 'For Rent' sign which may be no larger than an industry standard for sale sign (not to exceed 18 x 24 inches) located on an Owner's Lot;
- (c) One 'Open House' sign which may be no larger than an industry standard for sale sign (not to exceed 18 x 24 inches) located on an Owner's Lot;
- (d) Political signs which may be displayed no earlier than seventy-one days before the day of an election and no later than three days after an election day and the signs may not exceed an aggregate total size of nine (9) square feet, located on an Owner's Lot;
- (e) Cautionary signs regarding children if the signs are used and displayed as follow:
 - i. The signs are displayed in residential areas only.

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- ii. The signs are removed within one hour of children ceasing to play.
 - iii. The signs are displayed only when children are actually present within fifty feet of the sign.
 - iv. The temporary signs are no taller than three feet in height.
 - v. The signs are professionally manufactured or produced.
- (f) Miscellaneous/Garage Sale Signs:
- i. Size: No larger than four (4) square feet.
 - ii. Number: Maximum of three (3) per individual sale, one (1) of which must be on the Lot.
 - iii. Signs are to be used only when sale is taking place and for no longer than a maximum of two (2) consecutive days.
 - iv. All such signs must be free-standing, i.e., not attached to trees, posts, fences, light poles, etc.
 - v. No signs shall be placed so as to create a traffic hazard.
 - vi. Residential and commercial signs are not allowed unless expressly approved by the Board. This includes sign enhancements such as balloons, flashing lights, etc.
- (g) Security Signs:
- i. Number: Two (2) signs per home.
 - ii. Placement: Not to exceed five feet (5') from the house.

Section 4. Trade or Business.

No trade or business may be conducted on any Lot or in or from any Residential Unit, except that an Owner or other resident of a Residential Unit may conduct a business activity within a Residential Unit so long as

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit,
- (b) the business activity conforms to all applicable zoning ordinances of the City, and
- (c) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Community, as may be determined from time to time in the sole discretion of the Board.

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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.

The leasing of a Residential Unit by the Owner thereof for periods of not less than thirty (30) consecutive days and with the consent of the Association shall not be considered a trade or business within the meaning of this Section.

Section 5. Visible from Neighboring Property.

All clotheslines, equipment, garbage cans or other trash receptacles, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from being Visible from Neighboring Property. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

Section 6. Vehicles.

No vehicle of any type, boat, camper, bicycle, tricycle or other wheeled toy shall be parked or left unattended in any Common Area.

The Board may from time to time restrict vehicular parking on the Common Area. Vehicles parked in restricted areas may be towed away at the vehicle owner's expense, including the storage charge.

No vehicle of any type, including watercraft, which is abandoned or inoperable shall be stored or kept on any Parcel, parking area, private street or drive within this subdivision in such a manner, as to be seen from any other Parcel or from any streets, drives or alleyways within this subdivision.

Section 7. Offensive Activity.

No noxious or offensive activity shall be carried on upon any Lot or any part of the properties, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

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Section 8. Adherence to Bylaws & Rules.

All Owners and occupants shall abide by Bylaws and any rules and regulations adopted by the Association.

Section 9. Rentals & Leases.

No residence shall be leased by an Owner, nor landlord-tenant relationship established unless such lease or landlord-tenant relationship is in writing and the lessee or tenant has agreed in writing that the lease is subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation of the Association, the Bylaws of the Association and all rules and regulations duly adopted by the Association, said writing shall provide that any failure of the lessee or tenant to comply with the terms of such documents or rules and regulations shall be a default under the lease. The Board has the authority to require that the Owner submit written documentation that identifies the lessee(s) or tenant(s) and a copy of the written landlord-tenant relationship described within this Section.

Section 10. Easements.

Within any valid easement, no structure, planting or other use shall be made or permitted to remain, which might interfere with the installation and maintenance of utilities or which might interfere with any other permitted use by those entitled to the benefit of the easement.

Section 11. Vehicles & Parking.

The following restrictions apply to all vehicles, trailers and watercraft within the Community:

- (a) The public streets in or adjacent to CASA BUENA, residences driveways, or other parking areas on the Lots open to view from other Lots, shall only be used for parking motor vehicles which are in operating condition and are classed by manufacturers' rating as not exceeding three quarters of a ton, which shall be prohibited. In no event shall the above parking areas be used for parking, repairing, constructing, or reconstructing campers, boats, recreational vehicles, motor homes, mobile homes, or trailers of any kind, which shall be prohibited unless parked on a Lot behind the fence in the backyard or as otherwise approved by the Board. The provisions of this paragraph shall not apply to emergency vehicle repairs as determined by the discretion of the Board, or for moving trucks which are limited to forty-eight (48) hour parking.
- (b) A vehicle in "operating condition" shall be defined for Association purposes as one which has been moved from the subdivision for at least eight (8) hours in any fourteen (14) day period, and is not in the state of repair, construction, or reconstruction during any time period and/or does not have a valid license and/or registration.

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- (c) An Owner and/or occupant of a Lot where an abandoned or junked vehicle, or a vehicle or watercraft being repaired or restored, is located, shall store the vehicle and watercraft on Lot behind the fence in the backyard. A vehicle or watercraft cover is not an enclosed area.
- (d) No Owner and/or occupant shall park or store a commercially registered vehicle with a chassis rated for more than one (1) ton nor any vehicle greater than twenty-two (22) feet in length on streets in Casa Buena except while loading, unloading, delivering or making a service call at a Residence.
- (e) The total aggregate parking and/or driveway shall be lesser of 35% of the front yard area or 30 linear feet of the Lot frontage.
- (f) Except as otherwise provided by law, on streets where there are adjacent curbs, vehicles must be parked with the right-hand wheels of the vehicle parallel to and within eighteen (18) inches of the right-hand curb.
- (g) No parking except in Designated Parking Areas.
- (h) General standards for Designated Parking Areas:
 - i. Street within the Association.
 - ii. All areas designated as parking on a Lot or driveway shall be either a dust free surface consisting of concrete, asphalt, cement, brick, or sealed aggregate pavement; or three (3) inches of crushed rock. Dust free surface does not include areas of grass, lawn, compacted or hard packed dirt, in which parking shall be prohibited.
 - iii. All areas designated as parking or driveway shall be completely contained within a permanent border.
- (i) No person shall park a vehicle or watercraft on any street for the principal purpose of:
 - i. Displaying advertising or commercial exhibits, or
 - ii. Washing, greasing or repairing the vehicle or watercraft, except repairs necessitated by an emergency.
 - iii. No power equipment, workshops or car maintenance (other than emergency work or minor repairs requiring less than one (1) day's work) shall be permitted within the Community except with prior written approval of the Board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections. Workshops and car maintenance is permitted in the garage so long as nothing being done thereon creates or may create an annoyance or nuisance to the adjoining Owners.

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If any vehicle, boat, truck or trailer is parked, stored or repaired in violation of Article V, Section 12, the Board shall give notice to the Owner of the property to remedy such violation in a timely manner, and give notice of the potential enforcement if the violation is not remedied and the opportunity to be heard if the Owner wishes to dispute or contest the violation.

If such violation is not remedied within twenty-four (24) hours of notice from the Board, the Board has the right and power to:

- (a) Have said vehicle towed away at the property owner's expense; and/or
- (b) Impose a parking fine as set forth in the Association's Rules created, amended and/or repealed from time to time by the Board.

Any violation that is repeated in a six (6) month basis shall be considered a violation continued from the point of the most recent violation and shall not be considered a new violation to re-start the Association notice requirement (e.g. if a prohibited vehicle is parked within the Association two times within a six month basis, the first notice issued to the Owner/Vehicle Owner does not have to be sent for the second violation before the Association is granted the authority to have the vehicle towed and/or assess monetary penalties).

The Association shall have the right and power to recover all costs and expenses, including reasonable attorney's fees, which costs shall be the personal obligation of the Owner and/or owner of the vehicle, equipment or the like and shall be collectible as an assessment provided for in the Declaration, as amended.

Section 12. Backwashing & Drainage.

Owners must conform to and abide by municipal code for backwashing any pool, spa or equipment holding water and shall not be permitted to backwash directly into the Association's Common Areas, wash, right-of-way, streets and/or other Lots and/or in any manner not consistent with City Code. No Owner is permitted to backwash through their Party Wall, Perimeter Wall, Inner Wall and/or Side Wall in a manner in violation of this Section. No piping or drainage vent shall be permitted under their Party Wall, Perimeter Wall, Inner Wall and/or Side Wall to permit drainage in a manner in violation of this Section and/or City Code.

ARTICLE VI

Duties and Powers of the Association

In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

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- (b) Pay any real and personal property taxes and other charges assessed against the Common Area.
- (c) Have the authority to obtain, for the benefit of the Common Area, all water, gas, sewer and electric service and refuse collection and to pay for such services.
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve said areas and the Lots.
- (e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

The Association, through its Board, shall have the express authorization, right and power to enter into one or more management agreements with third parties in order to facilitate efficient operation of all common areas and the improvements thereon. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Common Area and all improvements thereon, and to assess, collect and apply the management and common expenses, and to enforce the Declaration of Covenants, Conditions and Restrictions. The terms of said management agreements shall be as determined by the Board to be in the best interests of the Association, and shall be subject to the Articles of Incorporation, the Bylaws and this Declaration of Covenants, Conditions and Restrictions affecting said property. Notwithstanding the above, any and all such management agreements shall be written for a term not to exceed one year, subject to renewal by agreement of the parties for successive one year periods, and shall further provide that said management agreement may be cancelled and terminated by the Board for any reason whatsoever upon giving thirty (30) days written notice of such cancellation and termination to the managing entity. The Board shall make all necessary arrangements for continuity of management and maintenance prior to the expiration of the term of any prior management agreements or the termination of the same. Any and all management agreements shall be entered into with a responsible party or parties having considerable experience with the management of a project of this type.

Each Owner shall be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all management agreements shall be available to each owner upon request.

- (a) Contract for and pay fire, casualty, liability and other insurance insuring the Association, its property and its Board and Owners.
- (b) Contract for and pay maintenance, gardening, utilities, material and supplies, and services relating to the Common Area, and to employ personnel necessary for the operation of the project, including legal and accounting services provided, however, that any such service contract shall be limited to a duration of one (1) year unless a longer term is approved by a majority of the members of the Association.

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- (c) Delegate its powers to its committees, officers and employees.
- (d) At the request of the public body authorized to accept such, dedicate those portions of the Common Area which are used for vehicular ingress and egress as public streets. No such dedication shall be effective unless approved by two-thirds (2/3) of the Owners agreeing to such dedication has been recorded.

ARTICLE VII

Easements

Section 1. Blanket Easement for Utilities.

There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephone and electricity, irrigation facilities and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical, utility and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. Notwithstanding anything to the contrary contained in this paragraph. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises, except as initially programmed and approved by the major builder of said premises or as approved by the Association's Board. These easements shall in no way affect any other recorded easements on said premises.

Section 2. Easement for Encroachment Due to Construction.

Each Parcel and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed and for the maintenance of same, so long as it stands, shall and does exist. In the event a Residential Unit is partially or totally destroyed and then rebuilt, the Owner(s) agree that minor encroachments on parts of the adjacent Lot or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Notwithstanding any provision herein to the contrary, any encroachment permitted herein shall not exceed one (1) foot.

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS forCASA BUENA**ARTICLE VIII****Walls**

That all dividing walls now or hereafter constructed between any two (2) Lots, the Association's Common Areas and/or property outside of the Association, shall be considered party walls as set forth in the Map attached hereto and incorporated herein as Exhibit A and as provided as follows:

Section 1. Party Walls.

"Party Walls" are walls between two Owner's Lots. Party Walls shall be deemed to belong to the respective common owners as tenants in common, and shall be used for the common purpose of the units separated thereby. The preservation and structural repair of any one of said Party Walls, except for interior decoration, shall be the joint duty and obligation of the persons using the particular party wall. No structural changes in any of the one said Party Walls shall be undertaken without the prior written consent and approval of the Board and each of the users of the particular Party Wall.

In the event any such Party Wall is damaged or destroyed through the act of one adjoining owner, or any of his guests or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such Party Wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

In the event any such Party Wall is damaged or destroyed by some cause, other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good a condition as formerly existed at their joint and equal expense.

Section 2. Perimeter Walls.

"Perimeter Walls" shall be defined as exterior walls to the community adjoining the following public streets: Shea Boulevard; Miller Road (76th Street) and Mountain View Road (e.g. exterior wall along Shea Boulevard, exterior wall along Miller Road (76th Street), exterior wall along Mountain View Road); and walls adjoining and touching Association's Common Areas: Tract B, C, D and G. Perimeter walls shall not include any landscaping walls on an Owner's Lot or walls located on a Lot facing the front yard.

Perimeter Walls shall be deemed to belong to the Association. The Association shall be responsible for general maintenance and stucco or other finish of the Common Area side of the walls. No structural changes in any of the one said Perimeter Walls by an adjoining Owner shall be undertaken without the prior written consent and approval of the Board.

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS forCASA BUENA**Section 3. Inner Walls.**

“Inner Walls” shall be defined as exterior walls within the Association adjoining the following streets within the Association or adjacent to the Association: 75th Street; 74th Place; 74th Street (a.k.a. Tract C of Monterey at Mountain View Phase 1); Gold Dust Avenue; Tract E, Monterey at Mountain View Phase 2. Inner walls shall not include any landscaping walls on an Owner’s Lot or walls located on a Lot facing the front yard.

Inner Walls shall be deemed to belong to the Owner in which the wall is adjoined. The Owner shall be liable and responsible, at the Owner’s sole cost, for the property maintenance, repair, preservation and structural repair of said Inner Walls. No structural changes or aesthetic changes in any of the Inner Walls shall be undertaken without the prior written consent and approval of the Board and the City.

Section 4. Side Walls.

“Side Walls” shall be defined as exterior walls adjoining to the wash, a.k.a., Tract E, Casa Buena. Side Walls shall not include any landscaping walls on an Owner’s Lot or walls located on a Lot facing the front yard.

Side Walls shall be deemed to belong to the Owner in which the wall is adjoined. For Side Walls adjoining the tennis courts, the Homeowner’s Association shall be deemed the Owner. The Owner shall be liable and responsible, at the Owner’s sole cost, for the property maintenance, repair, preservation and structural repair of said Inner Walls. No structural changes or aesthetic changes in any of the Side Walls shall be undertaken without the prior written consent and approval of the Board.

ARTICLE IX**General Provisions****Section 1. Attorney’s Fees.**

In the event the Association employs an attorney or attorneys to enforce the collection of any amounts due pursuant to this Declaration or in connection with any lien provided for herein, or the foreclosure thereof, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the owner, owners and parties against whom the action is brought shall pay all attorney’s fees, costs and expenses thereby incurred by the Association.

Section 2. Enforcements.

The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, occupying, owning or otherwise having an interest in any Lot, their heirs, executors, administrators, successors, grantees and assigns. These covenants, restrictions, reservations and conditions may be enforced by the Association, or its

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Board, which shall have the right and duty to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the owner of any Lot. Any lien, liability or obligation arising as the result of a breach of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises, other than one whose title thereto is acquired by foreclosure of mortgage, or deed of trust sale, or deed in lieu of foreclosure or sheriff's sale or equivalent proceedings. Any person or entity taking title to said premises, other than one whose title thereto is acquired by foreclosure of a first mortgage or first deed of trust sale, shall take such title subject to the lien hereof for all said charges pursuant to provisions of this Declaration that have accrued up to the time of such taking of title, and subject to the lien hereof for all said charges that shall accrue subsequent to the taking such title. Any person or entity acquiring title by foreclosure or a mortgage, or a deed of trust sale, or deed in lieu of foreclosure, or sheriff's sale or equivalent proceedings, shall take title subject to the liens hereof for only those charges that accrue subsequent to the taking of such title. The breach of any of said covenants, restrictions or conditions may be enjoined, abated or reviewed by appropriate proceedings, including but not limited to recording a lien against the Lot, monetary/personal lawsuit, foreclosure lawsuit, injunctive relief lawsuit, self-help, notwithstanding the lien or existence of any mortgage or Deed of Trust. All instruments of conveyance of any interest of all or any part of a Lot shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as those terms and conditions of this instrument were therein set forth in full. The terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether or not express reference is made to this instrument and in any such instrument of conveyance. Enforcements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

Section 3. Lights.

Electric lights or lighting, sufficient to permit night tennis playing must be installed and maintained upon or near the tennis courts situated on Tracts B, C, and D.

Section 4. Indemnification.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except as such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS forCASA BUENA**Section 5. Damage to Common Area Properties.**

No owner shall in any way damage or destroy any Common Area properties, or interfere with the activities of the Association in connection therewith. If an owner of a Lot or the occupants thereof should in any way damage, destroy or deface any part of the Common Area, the Association shall notify the owner of such Lot in writing and unless said owner shall fully repair and make whole any such damage, destruction or defacing within fifteen (15) days of the date of such notification, the Association may repair and make whole any such damage, destruction or defacing. Any amount thus incurred by the Association by repairing and making whole any damage, destruction or defacing, shall be paid by the said Owner, upon demand, to the Association. The Association may enforce collection of any sums so expended in the same manner as provided elsewhere in this Declaration for the collection and enforcement of assessments. Any amounts so incurred by the Association including reasonable costs of collection and Attorney's Fees, shall be the personal obligation of the Owner of the Lot and shall also be a charge and a lien upon the property of said owner, together with twelve percent (12%) annual interest thereon from the due date until paid.

Section 6. Saving Clause.

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of CASA BUENA HOMEOWNERS ASSOCIATION, or twenty-one (21) years after the death of the last survivor of all of said incorporators' children or grandchildren, whichever is the later.

Section 7. Amendment.

The Covenants, Conditions and Restrictions of this Declaration, shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument, signed by the owners of not less than two-thirds (2/3) of the Lots within CASA BUENA present at a meeting or by absentee ballot and voting on the amendment so long as quorum is present. Lienholders' signatures are not required for any amendment to be valid. The President may sign a certificate attesting to the amendment, which may be recorded asserting the approved amendment. Any amendment must be recorded before becoming valid. Notwithstanding the foregoing, the Board of Directors shall have the sole authority to amend the Declaration, without a vote of the Membership, in order to bring the Covenants, Conditions and Restrictions of this Declaration into compliance with any changes in the law.

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS forCASA BUENA**Section 8. Maintenance of a Lot.**

No improvement upon any property including the buildings, improvements, landscaping, decorations, lawn or planting areas open to view from other lots or Common Areas shall be permitted to fall into disrepair. Each such residence, landscaping, improvements and/or lawn area shall at all times be kept in good condition and repair and be adequately painted or otherwise maintained by the Owner at the Owner's sole cost.

The Association shall have the right and easement to enter an Owner's Lot after fifteen (15) day's notice to an owner, to repair, paint, or otherwise maintain the exterior of any improvement, landscaping and/or other improvements located on a Lot which the Association, acting through its Board, determines in its discretion to be in violation of this provision. Such notice shall be sent by first class mail to the address provided to the Association for assessment purposes and shall be deemed effective upon mailing and shall give the Owner 15 days to bring his/her Lot into compliance. All costs and expenses incurred by the Association in entering the Lot and performing the necessary repair and maintenance work shall be borne by the Owner and shall be paid to the Association on demand plus interest at the annual rate of twelve percent (12%) from ten (10) days after said demand until paid in full. Such demand shall be in writing and be deemed effective upon mailing.

In addition to any other rights or remedies which the Association may have under this Declaration or at law or in equity as a result of the violation of this Declaration or the Governing Documents, the Association shall have the right, subject to applicable law, to levy reasonable fines or penalties against an Owner for any violation of this Declaration or the Governing Documents by the Owner, any other residents of the Owner's Lot or any of the Owner's family, tenants, guests, contractors or agents, after providing notice and the opportunity to be heard. The amount of the fine or penalty for each violation shall be established by the Board.

The Association shall have the right and power to recover all costs and expenses, including reasonable attorney's fees and costs, fines, self-help costs and like charges/costs, from the property owner who is personally obligated in the same manner as delinquent assessments.

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS for
CASA BUENA

IN WITNESS WHEREOF,

1. Pursuant to the Original Declaration, the Original Declaration may be amended at any time by approval of not less than two-thirds (2/3) of the Parcels within CASA BUENA. The Association has received the requisite vote of the required percentage of the Members approving and consenting this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Casa Buena.
2. The Board President and Secretary of the Casa Buena Homeowners Association, hereby certify and attest that the Association has received the requisite vote of the required percentage of the Members approving and consenting this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Casa Buena and that all requirements for approval of this amendment of the Declaration have been met and shall be satisfied upon the recordation of this document.

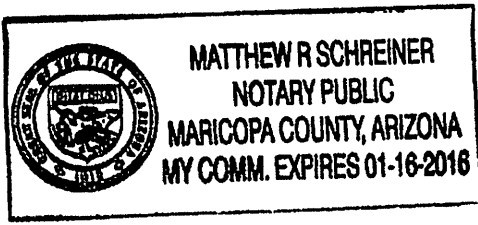
**CASA BUENA HOMEOWNERS ASSOCIATION,
an Arizona Non-Profit Corporation**

BY: David H. Black (Signature)
Name: DAVID H. BLACK
ITS: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 1 day of February, 2013 by David Black, the President of Casa Buena Homeowners Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: [Signature]
My commission Expires: 01/16/2016



DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS for

CASA BUENA

**CASA BUENA HOMEOWNERS ASSOCIATION,
an Arizona Non-Profit Corporation**

BY: Cynthia Miaso (Signature)
Name: CYNTHIA MIASO
ITS: Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 1 day of February, 2013, by Cynthia Miaso the Secretary of Casa Buena Homeowners Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: [Signature]
My commission Expires: 01-16-2016

