

**THE MESA HOMEOWNERS
ASSOCIATION**

**CONDITIONS, COVENANTS AND
RESTRICTIONS**

**Revised Declaration of Covenants, Conditions
and Restrictions for Lots 1-31 and 33-46**

Effective January 1, 2010

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***REVISED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LOTS 1-31 AND 33-46
THE MESA HOMEOWNERS ASSOCIATION, INC.***

INTRODUCTION

This Revised Declaration of Covenants, Conditions and Restrictions ("2010 CC&Rs") for The Mesa Homeowners Association, Inc. ("Association"), is made effective as of January 1, 2010 by vote of the membership in accordance with the provisions of the previous Declaration (Santa Cruz County, Docket 557, pages 586-608, May 29, 1991) for amendment of that Declaration. This Declaration supersedes and replaces in its entirety the previous Declaration of covenants, conditions, and restrictions for The Mesa.

All the numbered lots shown on the Plat of The Mesa (with the exception of Lot 32 which is addressed in a separate Declaration) and all portions thereof, shall be held, sold, leased, rented, used, occupied, improved and conveyed subject to the following easements, covenants, conditions, and restrictions.

ARTICLE I: BACKGROUND

Section 1.01: On May 29, 1991, Declaration of Restrictions for The Mesa Lots 1-31 and Lots 33-46, dated May 24, 1991, was recorded in Docket 557, Pages 586 through 608, Santa Cruz County Recorder ("1991 CC&Rs").

Section 1.02: Section 11 of the 1991 CC&Rs provided that on January 1, 2010, the CC&Rs may be, "...changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered Lots in the Development." Lot 32, covered by a separate Declaration, was exempted from this process.

Section 1.03: A majority of the numbered Lots in the Development (with the exception of Lot 32) have voted in favor of the 2010 CC&Rs that follow. A record of that vote, as certified by the officers of the Association signing these CC&Rs, is maintained in the Association records.

Section 1.04: With the recording of the CC&Rs that follow, the 1991 CC&Rs are null and void and of no further force and effect, and these 2010 CC&Rs supersede and replace in its entirety the 1991 CC&Rs.

Section 1.05: Nothing contained in the 2010 CC&Rs shall apply to any dwelling, building, structure or other improvement previously approved according to the 1991

CC&Rs as long as those improvements still comply with the 1991 CC&Rs. This is to say that all dwellings, buildings, structures or improvements previously approved according to the 1991 CC&Rs and still complying with those CC&Rs which may not conform to the 2010 CC&Rs are nevertheless deemed approved and are "grandfathered" into the Development. From January 1, 2010 on, all proposed dwellings, buildings or other improvements and other activities must comply with the 2010 CC&Rs.

ARTICLE II. DEFINITIONS

Section 2.01: "Annual Dues" means the assessment levied against each Lot and the Owner thereof pursuant to Section 5.04 of these CC&Rs;

Section 2.02: "Areas of Association Responsibility" are The Mesa streets and their easements (Santa Cruz County, Docket 496, pages 37-53, March 21, 1989), The Mesa gate and attached walls;

Section 2.03: "Assessment" means Annual Dues or a Special Assessment;

Section 2.04: "Association" means The Mesa Homeowners Association, Inc.;

Section 2.05: "Association Rules" means the restrictions, limitations, rules and regulations adopted by the Association pursuant to Section 4.06 of these CC&Rs;

Section 2.06: "Board" means the Board of Directors of The Mesa Homeowners Association, Inc.;

Section 2.07: "Bylaws" means the bylaws of the Association;

Section 2.08: "CC&Rs" shall mean the covenants, conditions and restrictions set forth in this Declaration;

Section 2.09: "Committee" shall mean the Architectural Review Committee as established in Section 7.04 of this Declaration;

Section 2.10: "Development" shall mean the entirety of The Mesa as set forth in the Plat. This is also referred to as **The Mesa**;

Section 2.11: "Fiscal Year" shall mean the 12-month period used for levying Assessments and is determined by the Board;

Section 2.12: "Lot" means each parcel of real property designated as a lot on the Plat and, where the context indicates, improvements situated on the Lot;

Section 2.13: "Member" means any person who is a Member of the Association;

Section 2.14: "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation;

Section 2.15: "Plat" means the plat of the Association recorded in Book 4, Page 50, Sheet 2 of 2, record of Santa Cruz County, Arizona and all amendments, supplements and corrections thereto including those recorded in individual deeds;

Section 2.16: "Project Documents" means these 2010 CC&Rs, the Articles of Incorporation and Bylaws of the Association, and the Association Rules;

Section 2.17 "Special Assessment" means an assessment levied pursuant to Section 5.03 of these CC&Rs.

ARTICLE III: CHARACTER OF THE MESA

The Mesa occupies approximately two hundred (200) acres in the foothills of the Patagonia Mountains above the town of Patagonia. Views from The Mesa stretch from Red Mountain in the south to Mt. Wrightson at the top of the Santa Ritas in the north. The topography of The Mesa is gently rolling but dissected by several major washes. Vegetation on the uplands consists of grasses, shrubs and mesquite, while oak and juniper dominate the arroyos.

While The Mesa falls outside the official town limits of Patagonia, residents consider themselves to be part of the Patagonia community. Patagonia's diversity, cultural heritage, and artistic community are an important backdrop to the development of The Mesa and residents are dependent on Patagonia for schools, emergency services, and other services and amenities provided by this town of approximately one thousand (1,000) residents.

Development on The Mesa is low density with individual Lots four (4) acres in size or larger. Architecture of the homes blends with the surrounding landscape with southwestern influences predominating but interesting variation from house to house. Many houses on The Mesa make good use of outdoor living spaces that benefit from Patagonia's near-perfect climate. Protection of views is an important consideration in the location and design of homes on The Mesa.

Designing for sustainability is important for any development in this fragile environment and respect for the water supply is especially critical. The Mesa supports water conservation through the use of native vegetation for landscaping and by encouraging measures like water harvesting. Other sustainable building practices observed in The Mesa are the use of energy-efficient construction techniques and solar design.

Residents of The Mesa enjoy the privacy provided by their location while also benefiting from the sense of community that their neighborhood and the town of Patagonia provide. Residents particularly value the natural quiet of The Mesa, dark nighttime skies that allow for world-class star gazing, excellent wildlife habitat, and unobstructed views of the mountains and skies that stretch to the horizon. Protective covenants for The Mesa are designed to preserve these values.

ARTICLE IV: ASSOCIATION, ORGANIZATION, MEMBERSHIP

Section 4.01: Formation of Association

The Association is a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. The principle purpose of the Association is administering the affairs in common of the

Owners of the subject Development and of holding certain portions of the aforesaid Development and improvements thereto for the use and benefit of all such Owners.

Section 4.02: Relationship of CC&Rs to other Project Documents

In the event of any conflict or inconsistency between these CC&Rs and the Articles of Incorporation, Bylaws and Association Rules, these CC&Rs shall control.

Section 4.03: Board of Directors

The affairs of the Association are conducted by the Board which is responsible for compliance with the Project Documents.

Section 4.04: Membership

Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot, including Lot 32, shall automatically, upon becoming the Owner thereof, 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 the Association shall automatically cease.

Section 4.05: Effect of becoming an Owner

The Owners of any Lot subject to these CC&Rs, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Board with respect to these CC&Rs, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Board and to and with the Owners and subsequent Owners of each of the Lots affected by these CC&Rs to keep, observe, comply with and perform such CC&Rs and agreements.

Section 4.06: The Association Rules

The Association may, from time to time, and subject to the provisions of these CC&Rs, adopt, amend and repeal rules and regulations pertaining to all aspects of the Association's rights, activities and duties; the management, operation and use of the Areas of Association Responsibility; or any other subject within the jurisdiction of the Association. Except as limited herein, the Association Rules may be adopted, amended and repealed by a majority of the members of the Board with a committee of Members acting in an advisory role. In the event of any conflict or inconsistency between the provisions of these CC&Rs and the Association Rules, the provisions of these CC&Rs shall prevail.

ARTICLE V: ASSESSMENTS, FEES, CHARGES, PENALTIES, AND LIENS

Section 5.01: Personal obligation for assessments, fees, charges, and penalties

Each Owner, by becoming the Owner of a Lot, is deemed to covenant and agree, to pay Assessments, fees, charges, fines and penalties to the Association in accordance with these CC&Rs and the Association Rules. All Assessments, fees, charges, fines and penalties shall be established and collected as provided in these CC&Rs.

Section 5.02: Creation of liens

The Association has the right to create liens (Arizona Revised Statute Section 33-1807 as amended from time to time) to collect Assessments, fees, charges, fines and penalties, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed. A lien shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment, fee, charge, fine or penalty is levied or made.

Section 5.03: Power of the Association to levy Annual Dues and Assessments and duty of an Owner to pay

The Association, through the Board, shall have the power to levy Annual Dues and Special Assessments and to determine the date said Annual Dues and Assessments are to be paid and to collect delinquent dues and Assessments by action of law, or otherwise, from the Lot Owner. Payment of Annual Dues and Special Assessments shall become delinquent fifteen (15) days after the due date. The duty of an Owner to pay these Annual Dues and Assessments is absolute and is not affected by any claim the Owner may have, or believes he has, against any other person including The Mesa Homeowners Association or the Board. Moreover, sale of the property shall not relieve the Lot Owner from the duty to pay the pro-rata share of Annual Dues or other Assessments for any portion of a year in which he owns the premises and he shall remain jointly and severally liable for said past Annual Dues and/or Assessments as with the new Lot Owner.

Section 5.04: Annual Dues

The Association shall not impose Annual Dues that are more than five (5%) greater than the immediately preceding Fiscal Year's dues without the approval of Members representing a majority of the eligible votes of the Association.

Section 5.05: Special Assessments

The Association through the Board may levy, in any Fiscal Year, a Special Assessment applicable to that Fiscal 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 including but not limited to roadways, bridges, drainage structures, and entrance gates. Any Special Assessment must be approved by Members representing a majority of the eligible votes of the Association.

Section 5.06: Late fees

The Board may establish a late fee and interest to be charged to any Owner who has not paid any Assessment, fee, charge, fine or penalty, or an installment thereof, within fifteen (15) days after such payment was due.

Section 5.07: Costs of enforcement

Any costs incurred by the Association in enforcing this Declaration or the other Project Documents shall be the obligation of the Owner of the Lot against which enforcement is sought. Such costs shall include, but not be limited to, reasonable attorneys' fees, whether or not suit is filed. The obligation to pay the costs of enforcement shall be secured by a lien established pursuant to Section 5.02.

ARTICLE VI: MAINTENANCE

Section 6.01: Owner's responsibility for maintenance

The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- Prevent the growth of noxious weeds as defined by the State of Arizona,
- Remove all debris or rubbish,
- Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development or presents a fire hazard,
- Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 6.02: Maintenance of ditches and swales

It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purpose of this Section. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their Lots in conformity with specifications and recommendations of the Board.

Section 6.03: Board's right to perform maintenance

In the event that the Owner of any Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these CC&Rs, the Board shall have the right, but not the obligation, by and through its agents

and employees or contractors, to enter upon said Lot and repair, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these CC&Rs. The Board will make a reasonable attempt to contact the Owner to resolve the situation prior to taking any such action. The expenses incurred by the Association shall be collected from the Owner. Neither the Board nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 6.04: Association's responsibility for road and gate maintenance

The Mesa streets and their easements (Santa Cruz County, Docket 496, pages 37-53, March 21, 1989) are private and will be maintained by the Association. This does not include individual or shared driveways that are constructed for access to Lots. Maintenance of those driveways is the responsibility of the Owner(s). The Mesa gates and attached walls are also owned by and will be maintained by the Association.

ARTICLE VII: ARCHITECTURAL CONTROL

Section 7.01: Powers and responsibilities of the Board related to architectural control

No dwelling, building structure or improvements of any type that are addressed in the CC&Rs shall be located or constructed or altered on any Lot in the Development without the prior written approval of the Board. Such approval shall be obtained only after written application has been made to the Board by the Owner of the Lot requesting authorization.

The approval required of the Board pursuant to this Section is in addition to, and not in lieu of, any approvals or permits which may be required under any Federal, State or local law, statute, ordinance, rule or regulation.

Section 7.02: Power of disapproval

The Board may refuse to grant permission to construct or make the requested improvement, when:

- The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these CC&Rs.
- The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures.
- The proposed improvement, or any part thereof, would, in the opinion of the Board, be contrary to the interests, welfare or rights of all or any part of other Owners.

In the case of disapproval, the applicant may request reconsideration by the Board.

Section 7.03: Power to grant variances

The Board may allow reasonable variances or adjustments of these CC&Rs, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these CC&Rs and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Development. Variances will be denied when the variance request is submitted after non-compliant construction has begun. The decision of the Board will be confirmed in writing.

Section 7.04: Architectural Review Committee and relationship to Board

The Architectural Review Committee is a standing committee appointed by the Board with the function of advising the Board on architectural control matters. The Committee will be reauthorized annually by the Board and will have no fewer than two (2) and no more than four (4) Members. Members of the Committee are appointed by the Board to a one (1) year term but may serve for more than one (1) term.

The Committee acts in an advisory role to the Board. The Board retains the authority and responsibility to approve or disapprove improvements and to enforce other requirements of these CC&Rs.

Section 7.05: Application for architectural review

To obtain approval before making major construction improvements or adding any structures, the Owner of a Lot must make written application to the Board. Such written application shall be in the manner and form prescribed by the Board and the Committee as appropriate for the type of improvement proposed. For major construction projects this shall include two (2) complete sets of exterior plans and specifications. Such plans shall include plot plans and grading plans showing the location of all improvements proposed to be constructed on the Lot, each properly dimensioned and clearly designated. Such plans and specifications shall set forth the proposed elevations of all structures, the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Board may require. All plans and drawings required to be submitted to the Board shall be drawn to such scale as the Board may require.

The Board shall have the right to charge a fee for reviewing requests for approval pursuant to this Section, which fee shall be payable at the time the application for approval is submitted to the Board.

Section 7.06: Board's duty to act

The Board shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One (1) copy of submitted material shall be retained by the Board for its permanent files. All notifications to applicants shall be in writing, and, in the event such notification is one of disapproval, it shall specify the reason or reasons.

If the Board is unable to act within thirty (30) days it must, on or before the thirty (30)-day deadline, provide the applicant with a report of the progress made to date in the approval process and a timeframe for completing the review.

Section 7.07: Liability of Board, Committee and Association

Neither the Board, the Committee, nor the Association nor any agent thereof shall be responsible in any way for any defects in the plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 7.08: Inspection

The Board and its designated representatives including the Committee may inspect work being performed with its permission to assure compliance with these CC&Rs including the approved plans and specifications and applicable regulations.

Section 7.09: Changes to approved plans

Any change, deletion or addition to the plans and specifications approved by the Board must be submitted to and approved by the Board in writing where the changes are to elements addressed in these CC&Rs and could potentially have affected the Board's initial approval. Failure to submit such changes, deletions or additions to previously approved plans may void the original approval.

ARTICLE VIII: USE RESTRICTIONS

Section 8.01: General use requirements for Lots in the Development

Every numbered Lot in the Development is a residential Lot and shall be used exclusively for single family residential purposes. No structure shall be erected or permitted to remain upon any of said residential Lots except one single family dwelling house and such outbuildings as a guest house or similar structure usually accessory to a single family dwelling house. A guest house is to be used solely for occasional temporary occupancy by guests of a resident Owner then occupying the property and cannot be used for extended or permanent occupancy, except for a caretaker(s).

In no event shall any outbuilding, garage or any temporary structure, other than the guest house as provided above and in Section 8.02, ever be used as a residence or dwelling.

Section 8.02: Use of accessory outbuilding during period of home construction

A guest house constructed on a Lot may be used as a dwelling while the primary residence is being constructed as long as occupancy of the guest house is authorized by Santa Cruz County, and the total construction period for the guest house and primary residence is eighteen (18) months or less.

Section 8.03: Occupancy or residential use of partially completed dwelling house prohibited

No dwelling house constructed on any of the residential Lots shall be occupied until Santa Cruz County authorizes occupancy.

Section 8.04: Prohibition of used structures

All structures constructed on any numbered Lot in the Development shall be constructed with substantially all new materials on site, and no used or new structures shall be relocated or placed on any Lot. No modular homes, manufactured homes, or trailer houses will be allowed.

Section 8.05: Temporary structures

No temporary house, trailer (except a temporary construction trailer), tent, garage or other outbuilding shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot except under conditions specified in Section 8.27.

Section 8.06: Diligence in construction

Construction of any building on any residential Lot in the Development shall be completed within eighteen (18) months after the beginning of such construction. In the event that a building has been partially or totally destroyed by fire or otherwise, cleanup must occur within three (3) months from the time of such destruction or damage. Reconstruction must be completed within two (2) years.

Section 8.07: Building site designation

The Board will approve the proposed building site for each Lot in the Development and the primary residence and any outbuildings will be permitted only in the approved areas. The building envelope identified for each Lot (a map displaying the building envelopes is maintained in the Association records) will be the default location for the building site. The Board may approve an alternative site. Before approving an alternative building site, the Board must seek input from Owners of all other Lots that may be affected by the choice of the building site. In all cases the selection of the building site must comply with the setback requirements and should take into consideration such factors as the effect of proposed buildings on the views from other Lots and the amount of soil disturbance that will be necessary for construction.

Section 8.08: Residential set-back requirements

Unless otherwise provided in these CC&Rs or on the recorded Plat, set-backs for a dwelling house and other above grade structures constructed on any residential Lot in the Development shall be as follows.

- **Definitions** "Side Line" means a Lot boundary line that extends from the road on which a Lot abuts to the rear line of said Lot. "Rear Line" means the Lot boundary line that is farthest from, and substantially parallel to, the road on

which the Lot abuts, except that on corner Lots, it may be determined from either abutting road.

- Front Yards. The front building set back lines shall be fifty (50) feet.
- Cul-de-Sacs. If the particular Lot abuts on a cul-de-sac, the front building set back line shall be as shown on the plat of that Lot.
- Side Yards. The side yard set back lines shall not be less than twenty five (25) feet from the Side Line of the Lot on either side.
- Rear Yards. The rear set back line shall be at least fifty (50) feet from the Rear Line, but in the case of irregularly shaped Lots, the Committee may determine that the location of the rear set back line shall be otherwise.

Section 8.09: Exterior materials

Permitted exterior finish materials of every building constructed on any Lot in the Development include adobe, stucco, brick, native stone or other quality earth-tone materials approved by the Board. Exterior materials must not be tar paper, roll brick siding, wood, Masonite siding or any other similar material. Pitched roofs must be tile or non-reflective, architectural metal and shall not exceed 6x12 pitch.

Section 8.10: Exterior colors

The basic look for colors should be subdued to blend with the colors of the natural surroundings. Garages and outbuildings must have the same exterior color and roof color as the primary residence. Accent colors may be used. All color schemes must be approved by the Board. Variation in color from house to house is encouraged. A monochromatic Development is discouraged.

Section 8.11: Minimum house size

The minimum residential living space of the primary residence shall not be less than 1,200 square feet not including porches, patios, garages, carports, accessory buildings or basements.

Section 8.12: Garages

Every house must have a garage providing space for at least two (2) vehicles but not more than four (4) vehicles. The garage must be either directly attached to the house or attached through a covered structure no more than twelve (12) feet in length.

Section 8.13: Maximum combined size of structures

The maximum combined size of structures on a Lot shall not exceed 8,000 square feet under roof. This includes the residential living space, garages, other covered structures such as porches, patios and entry structures, and guest house and other outbuildings.

Section 8.14: Building height limitation

The height of any building cannot exceed twenty (20) feet. Building height is defined as the vertical distance from the highest point within the approved finished grade of the building site to the highest point of the structure.

Section 8.15: Exterior lighting

All exterior lighting must be focused to the ground and shall be so placed and/or shielded so as not to disturb the occupants of neighboring residences and surrounding property. All exterior lighting must furthermore be shielded in such a manner that restricts light from shining into or reflecting into the night sky. Lighting within patio areas should be so placed as not to disturb the occupants of neighboring residences and surrounding property. Holiday lighting is permitted within the appropriate season.

Section 8.16: Fences and walls

The finish and color of all walls must match the residence. Gates, porticos, and other wall inserts may be constructed of other material approved by the Board. Within the building site, courtyard walls shall be extensions of the building design and height of walls shall not exceed eight (8) feet. Gates and entryways can exceed this height restriction. Outside the building site walls will only be permitted if they serve a specific function such as stabilizing soil, controlling erosion, or screening solar applications. These walls shall be no higher than needed to serve the intended function. Walls must comply with set-back requirements except where retaining walls are needed to control erosion and/or water damage in which case the wall cannot be closer than five (5) feet to the road right-of-way.

Lot perimeter fences or walls will not be allowed except that Owners of Lots on the periphery of The Mesa may maintain existing perimeter fences on the boundaries between Mesa property and other, non-Mesa property. Such fences will be maintained only to the minimum standard needed for their original function.

Section 8.17: Utility service

All utility services and lines shall be installed underground.

Section 8.18: Solar installations

Solar installations are allowed in compliance with Arizona Revised Statute Section 33-1816 as may be amended from time to time. To the degree practical the visual impact of such installations shall be limited by techniques such as incorporating them into roof design, placing them on the ground in a location with low visual impact, and/or screening. However, the effectiveness and efficiency of the solar application shall not be adversely affected by requirements to limit visual impact.

Section 8.19: Water harvesting

Above ground tanks used for water harvesting shall be approved by the Board as long as their visual impact is limited by use of a color that matches the house and/or by practices such as appropriate choice of material (for example wrapping with stucco) or screening them inside walls.

Section 8.20: Pools and spas

Full-sized swimming pools are not permitted. Spas and small exercise pools of the "endless pool" variety are permitted (unless prohibited by specific well-sharing agreements). They should be screened so they are not visible from adjacent Lots and kept covered when not in use to avoid excessive evaporation. Also, in the interest of water conservation, there must be a plan to collect, through water harvesting, an amount of water equivalent to that used by the pool or spa and/or to reuse the water from the pool or spa when the water is replaced.

Section 8.21: Vegetation

The native vegetation on any Lot shall not be destroyed or removed by any Owner except as necessary for: a) the construction of roads, driveways, buildings, utilities, enclosed yards and patios; b) maintenance of the property in a fire-resistant condition; c) preventing the growth of noxious weeds as described in Section 6.01; d) preventing the growth of other native species considered to be aggressive invaders as defined by the Board; and e) maintenance of enclosed yards and patios. In the event such vegetation is removed, except as stated above, the Board shall require its replacement at the Owner's expense. Transplanting of protected plants shall be in accordance with any and all State and Federal laws.

Section 8.22: Home businesses

Business activities that are conducted within the residence and not visible from outside may be permitted. No business signs or structure, significant increase in traffic, or pollution (i.e., noise, visual, or chemical) resulting from business activities are permitted. Examples of business activities that may be permitted include but are not limited to photography, internet-based commerce, accounting, and consulting.

Section 8.23: Renting

The Owner of a house in the Development may rent the house provided that the house rented is the primary residence on the Lot, and the Board is informed of the name of the renter and the beginning and termination dates of the lease. The Owner shall be responsible for insuring that the renters comply with the CC&Rs and the Association Rules, copies of which must be provided to the renters by the Owner.

Section 8.24: Animals

No livestock (such as sheep, poultry, pigs, goats, cattle, horses, etc.) may be kept by residents on any Lot. Dogs, cats and other common household pets shall be allowed as

long as they are kept confined on the Lot so as not to become a nuisance. Dogs must be kept within the house or garage at night. Outside the Lot, dogs must be on a leash.

Section 8.25: Annoyances and nuisances including noise

No noxious or offensive activities shall be permitted on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development. No loud or pervasive noises will be permitted. Such noises may include but not be limited to outdoor speakers, all-terrain vehicles and other poorly muffled vehicles, windmills, and aircraft.

Section 8.26: Signs

No signs or advertisements shall be displayed or placed on any Lot or structures in the Development except for a small house or Lot number sign which may include the Owner's name and "For Sale" and "For Rent" signs. "For Sale" and "For Rent" signs shall be no larger than five (5) square feet.

Section 8.27: Vehicle parking

All vehicles must be parked on the driveway or in a garage. No commercial trucks shall be parked for overnight or longer on any street in the Development, or parked on a Lot where visible from another Lot or street. No campers, motor homes, trailers, boats or similar vehicles or unregistered or inoperable vehicles shall be parked on any street in the Development or parked where visible from another Lot or street except that a camper, motor home, or travel trailer belonging to a guest of the Lot Owner may be parked on the driveway for a period of no more than seven (7) days.

Section 8.28: Garbage, trash and other refuse

No owner of a Lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his Lot except as may be permitted in Section 8.29 below.

Section 8.29: Fuel storage tanks and trash receptacles

Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be enclosed and vermin proof and shall be so placed and kept as not to be visible from any other Lot or any street within the Development at any time, except at the times when refuse collections are being made.

Section 8.30: Sanitary waste

No outside toilets shall be permitted on any Lot in the Development except during a period of construction. All sanitary waste shall be disposed of in accordance with the

requirements of the Santa Cruz County Health Department. By purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Board in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees shall become a charge or lien (Section 5.02) upon the Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Board nor any officer, agent, employee or contractor therefore shall be liable for any damage that may result from enforcement of any provisions of this paragraph.

ARTICLE IX: EASEMENTS

Section 9.01: Easements for utilities and drainage facilities

Easements for the installation and maintenance of utilities and drainage facilities are as shown on the Plat. Within these easements, no building or structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities, sewer and drainage facilities. The easement area of each Lot shall be maintained continuously by the Owner of the Lot.

Section 9.02: Easement for drainage and pedestrian and nature trail

All property within the one hundred (100) year floodplain as shown on the Plat is dedicated as a private drainage easement. In addition, all property within the one hundred (100) year floodplain of Lots one (1) through six (6), ten (10) through sixteen (16), nineteen (19), thirty (30) and thirty-two (32) is dedicated as a Pedestrian and Nature Trail Easement for the use of The Mesa Lot Owners (Docket 587, page 847, June 29, 1992, Santa Cruz County). No structures or other activities will be allowed within these areas that impede appropriate drainage or pedestrian access.

Section 9.03: El Paso Natural Gas Company easement

All tracts of ground in the Development shall be subject to easements held by the El Paso Natural Gas Company and Southern Utilities, Inc., and such other restrictions and limitations as recorded in the office of the Recorder of Santa Cruz County, Arizona, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference. No deep rooted trees or shrubs are to be planted and no road, building, excavation, cuts, fill, grading, obstruction, structure or utilities are to be constructed within or across the right of way of Southern Utilities Company without their written consent.

ARTICLE X: USE OF CONTIGUOUS LOTS AND LOT ADJUSTMENTS

Section 10.01: Use of contiguous Lots

Whenever two (2) or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single dwelling house, he shall apply in writing to the Board for permission to so use said Lots. If permission for such a use shall be granted, and subject to Santa Cruz County approval, the Lots constituting the site for such single dwelling house shall be treated as a single Lot for the purpose of applying these CC&Rs to said Lots, so long as the Lots remain with one single dwelling house. The Board may also establish other conditions for the use of such combined Lots. Additionally, the Lots that have been combined will still be considered as separate Lots for the purpose of voting rights, Annual Dues and Special Assessments.

Section 10.02: Adjustment of Lot boundaries

No Lot shall be subdivided except that the Board may permit adjustments of Lot lines subject to Santa Cruz County approval.

ARTICLE XI: DURATION

Section 11.01: Duration of CC&Rs

The foregoing CC&Rs are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said CC&Rs shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by the Members of the Association. Any such change made at the time of renewal must be approved by Members representing a majority of the eligible votes of Lots subject to these CC&Rs.

Section 11.02: Amendment of CC&Rs

The CC&Rs of this Declaration may be amended at any time by the Members of the Association if such amendment is approved in writing by Members representing at least two-thirds of the eligible votes of Lots subject to these CC&Rs. Any such amendment shall be signed by the President or Vice President of the Association certifying that the amendment has been approved as required by this Section and shall become effective on the date it is recorded with the County Recorder of Santa Cruz County, Arizona.

ARTICLE XII: GENERAL PROVISIONS

Section 12.01: Titles

The bolded titles preceding the various articles and sections of the CC&Rs are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the CC&Rs. Wherever and whenever applicable, the

singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 12.02: Remedies

The Association, or any other Owner, shall have the right to enforce, by any proceeding at law, or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by provisions of this Declaration. Delay or failure by the Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of any litigation or arbitration by or against the Association, the prevailing party in such litigation or arbitration shall be entitled to recover from the non-prevailing party all attorneys' fees, costs and expert witness fees incurred by the prevailing party.

Section 12.03: Severability

Every one of the CC&Rs is hereby declared to be independent of, and severable from, the rest of the CC&Rs and of and from every one of the CC&Rs, and of and from every combination of the CC&Rs. Therefore, if any of the CC&Rs shall be held to be invalid or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the CC&Rs.

Section 12.04: Relationship to County and State laws and regulations

It is not intended by this Declaration to interfere with, abrogate, or annul any County of Santa Cruz or State of Arizona ordinance, law, rule, or regulation adopted or issued to regulate the use of buildings or premises within the Development. In the event this Declaration conflicts with any County of Santa Cruz or State of Arizona regulation, the more restrictive requirement shall govern. Any violation of any State, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Development is hereby declared to be a violation of these CC&Rs and subject to any or all of the enforcement procedures set forth herein.

IN WITNESS WHEREOF, we, officers of The Mesa Homeowners Association, Inc., an Arizona non-profit corporation, certify that this Revised Declaration of Covenants, Conditions and Restrictions for The Mesa Homeowners Association, Inc. was approved by Owners of a majority of Lots numbered 1-31 and 33-46 and we have executed this Revised Declaration of Covenants, Conditions and Restrictions as of the date subscribed, but to become effective January 1, 2010.

The Mesa Homeowners Association, Inc.

Richard Holthausen

Richard Holthausen
President, The Mesa Homeowners Association

Don McIntosh

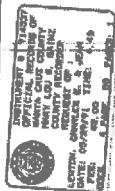
Don McIntosh
Vice President, The Mesa Homeowners Association

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 5th day of December, 2009, by Richard Holthausen President and Don McIntosh, Vice President, both officers of The Mesa Homeowners Association, Inc., for and on behalf of the Association.

3/25/2011
Commission Expiration Date

Carroll J. Nelson

Notary Public



THE MESA

LOTS 1 THRU 46
BEING THAT PORTION OF SECTION 7 AND THE
SAN JOSE DE SONOITA LAND GRANT
TOWNSHIP 22, SOUTH RANGE 16 EAST C. & S.R.M.
SANTA CRUZ COUNTY, ARIZONA

THIS PLAT REPRESENTS THE
DEVELOPMENT OF THE FIRST
PHASE AND INCLUDES LOTS
1 THRU 14 AND 44 THRU 46
ONLY.

GENERAL NOTES:

1. THE GROSS AREA OF THE SUBDIVISION IS 207.2 ACRES.
2. EXISTING ZONING IS GR AND VILL RERIAN.
3. THE NUMBER OF RESIDENTIAL LOTS IS 46. THE PROPOSED PHASING IS AS FOLLOWS: PHASE 1 LOTS 1 THRU 13 AND 44 THRU 46. PHASE 2 LOTS 14 THRU 23 AND 33 THRU 43. PHASE 3 LOTS 24 THRU 28 AND 30 THRU 32. THE PROPOSED IMPROVEMENTS FOR EACH PHASE WILL BE COVERED BY A LETTER OF CREDIT PRIOR TO THE SELLING OF ANY LOT AND ISSUANCE OF A BUILDING PERMIT.
4. MINIMUM BUILDING SETBACKS ARE: FRONT - 30' SIDE - 20' REAR - 20'.
5. NO WORK OF ANY TYPE, 14. BLADING, GRADING, VEHICLE AND/OR UTILITY CROSSING, ETC. SHALL BE PERFORMED WITHIN OR ACROSS THE EL PASO NATURAL GAS COMPANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE EL PASO NATURAL GAS COMPANY. ADDRESSES IN EL PASO NATURAL GAS COMPANY, P.O. BOX 1492, EL PASO, TEXAS 79901, ATTENTION: RIGHT-OF-WAY DEPARTMENT. ANY APPROVED CONSTRUCTION WITHIN RIGHT-OF-WAY WILL THEN BE IN ACCORDANCE WITH THE SPECIFICATIONS OF EL PASO NATURAL GAS COMPANY.
6. ELECTRIC SERVICE TO BE PROVIDED BY SUTHER SPRINGS VALLEY ELECTRIC COOPERATIVE AND DEVELOPER.
7. UNDERGROUND TELEPHONE SERVICE TO BE PROVIDED BY U.S. WEST COMMUNICATIONS AND DEVELOPER.
8. THE DOMESTIC WATER SUPPLY IS TO BE SUPPLIED BY THE LOT OWNER FROM WELL TO BE DRILLED BY THE LOT OWNER. THE MAIN WATER REARER OF THE AREA ARE ALLUVIAL AND GENERALLY LESS THAN 100 FEET BELOW SURFACE IN THE ALLUVIAL AND 250 TO 350 FEET BELOW LAND SURFACE IN THE PLATEAU. WATER LEVELS HAVE NOT DECLINED SIGNIFICANTLY IN THE PAST SEVERAL YEARS. EXISTING WELLS SHOULD BE CAPABLE OF YIELDING SUFFICIENT QUANTITIES OF ACCEPTABLE QUALITY WATER FOR DOMESTIC USE. HOWEVER VERY LITTLE INFORMATION IS AVAILABLE REGARDING THE GROUNDWATER HYDROLOGY OF THE AREA OR THE LONG TERM DEPENDABILITY OF THE WATER SUPPLY. BECAUSE THE ADEQUACY OF THE SUPPLY HAS NOT BEEN DETERMINED, THE DEPARTMENT OF WATER RESOURCES HAS FOUND THE PROPOSED NEED FOR FURTHER INVESTIGATION. SANTA CRUZ COUNTY DOES NOT GUARANTEE THE ADEQUACY OF THE DOMESTIC WATER SUPPLY.
9. INDIVIDUAL SEWAGE DISPOSAL SYSTEMS TO BE PROVIDED BY LOT OWNERS.
10. ALL STREETS ARE PRIVATE. THERE TOTAL LENGTH IS 1.75 MILES AND WILL BE MAINTAINED BY THE MESA HOMEOWNERS ASSOCIATION. ALL STREETS ARE PAVED.
11. THE PRIVATE STREETS ARE DEDICATED AS PRIVATE UTILITY EASEMENTS.
12. DEVELOPER HOLDS SANTA CRUZ COUNTY HARMLESS IN THE EVENT OF FLOODING.
13. THE BASIS OF THE SURVEY IS IDENTICAL WITH THAT OF THE GENERAL LAND OFFICE TOWNSHIP PLAT AND IS BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, SAID BLADING BEING SOUTH 00° 03' 00" EAST.
14. THE U.S. FOREST SERVICE IS GRANTED EMERGENCY RIGHT-OF-ACCESS ONTO THE PROPERTY FOR FIRE SUPPRESSION.
15. ALL EMERGENCY SERVICES ARE GRANTED RIGHT-OF-ACCESS ONTO THE PROPERTY.
16. ALL PROPERTY WITHIN THE 100 YEAR FLOODPLAIN AS SHOWN HEREON SHALL BE DEDICATED AS A PRIVATE DRAINAGE EASEMENT.

DEDICATION:

WE THE UNDERSIGNED HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE HEREBY GRANT TO SANTA CRUZ COUNTY AND ALL UTILITY COMPANIES, THE PRIVATE STREETS AND ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR OTHER USES AS DESIGNATED BY THIS PLAT.

WE, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY SAVE THE COUNTY OF SANTA CRUZ, ITS SUCCESSORS AND ASSIGNS, ITS EMPLOYEES, OFFICERS, AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

THE PRIVATE STREETS ARE HEREBY DEDICATED FOR THE USE AND ENJOYMENT BY THE HOMEOWNERS OF THE MESA LOTS 1 THRU 46, AS SHOWN HEREON. TITLE TO SAID STREETS SHALL BE CONVEYED TO THE MESA HOMEOWNERS ASSOCIATION, INC. AS PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN DOCKET _____ AT PAGE _____ THRU _____ IN THE OFFICE OF THE SANTA CRUZ COUNTY RECORDER.

THE ARTICLES OF INCORPORATION FORMING SAID NON-PROFIT HOMEOWNERS ASSOCIATION SHALL BE FILED AND RECORDED PRIOR TO THE SALE OF ANY LOT IN THIS SUBDIVISION. ALL OF THE LAND WITHIN THIS SUBDIVISION IS SUBJECT TO SAID COVENANTS, CONDITIONS, AND RESTRICTIONS. EACH AND EVERY HOMEOWNER WITHIN THE SUBDIVISION WILL BE A MEMBER OF THE MESA HOMEOWNERS ASSOCIATION, INC. WHO WILL ACCEPT ALL RESPONSIBILITY FOR THE MAINTENANCE OF THE UTILITY, LIABILITY, AND CONTROL OF ALL PRIVATE STREETS WITHIN THIS SUBDIVISION.

CHARLES E. LEWTON

STATE OF ARIZONA
COUNTY OF SANTA CRUZ

ON THIS 24TH DAY OF May 1991, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ AND _____, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL



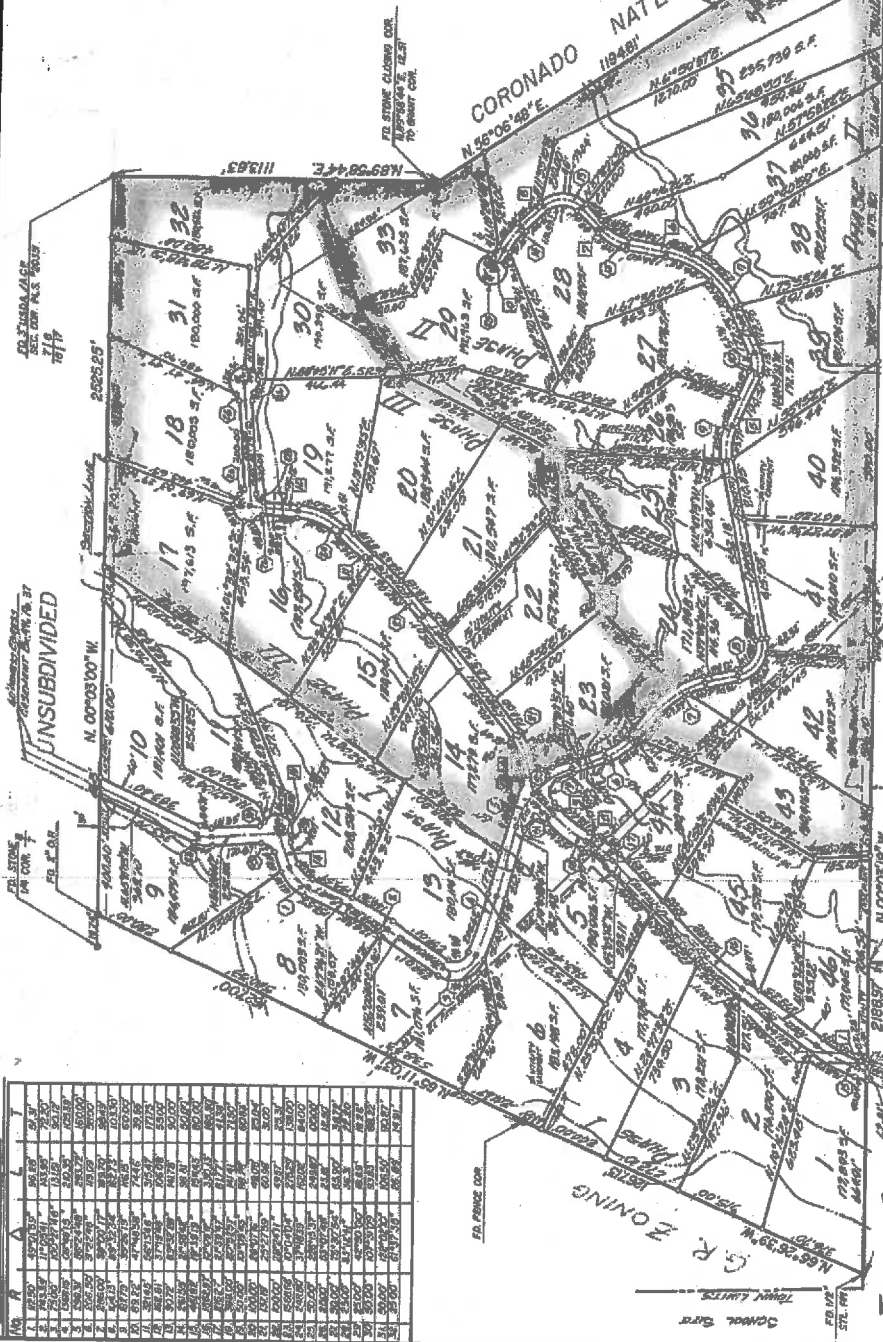
GEODETIC SURVEYING
SERVICES, INC.

4630 PASEO DEL LOS CERRITOS
TUCSON, ARIZONA 85745
602 - 743-9761

AS TO HYDROLOGY ONLY

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3	100.00	100.00	100.00
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CURVE DATA



LEGEND

- Easement
- Right of Way
- 1/2" = 10' (1/4" = 20')
- 1/4" = 10' (1/8" = 20')
- 1/8" = 10' (1/16" = 20')
- 1/16" = 10' (1/32" = 20')
- 1/32" = 10' (1/64" = 20')
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