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*Cobblestone Homeowners Association, Inc.*

CONSOLIDATED DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
COBBLESTONE

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**AMENDED AND CONSOLIDATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COBBLESTONE**

THIS CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ("Declaration") is executed by the undersigned this third day of January 2023.

**WHEREAS**, the Board of Directors of Cobblestone has resolved to consolidate all recorded or validly passed Declarations and Amendments into a single document; and

**WHEREAS**, this consolidated Declaration applies to Lots 1 through 36, and Common Area "A" of the subdivision of Pima County, Arizona, known as Catalina Ridge Estates, recorded in Book 30 of Maps and Plats at Page 83 thereof, Official Records of Pima County, Arizona; Lots 37 through 62, and Common Area "A" of the subdivision of Pima County, Arizona, known as Catalina Ridge Estates, recorded in Book 36 of Maps and Plats at Page 64 thereof, Official records of Pima County, Arizona; and Lots 1 through 60, and Common Area "A" of the subdivision of Pima County, Arizona, known as Cobblestone, recorded in Book 30 of Maps and Plats at Page 85 thereof, Official Records of Pima County, Arizona; and

**WHEREAS**, the original Declaration of Covenants, Conditions and Restrictions for Cobblestone was executed on January 14, 1980, and was recorded in Docket 6205 on Page 1047; and

**WHEREAS**, an Amendment to Declaration of Covenants, Conditions and Restrictions for Cobblestone was recorded in Docket 8023 on Page 2239 on April 28, 1987 ("First Amendment"); and an Amendment to Declaration of Covenants, Conditions and Restrictions for Cobblestone was recorded in Docket 8378 on Page 894 on September 23, 1988 ("Second Amendment"); and

**WHEREAS**, on August 1st, 2022, the members voted to approve various amendments to this Declaration that have not yet been recorded; and

**WHEREAS**, this Amended and Consolidated Declaration incorporates all amendments approved by the membership into a single recorded document.

**KNOW ALL MEN BY THESE PRESENTS:**

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Cobblestone, Pima County, Arizona, was executed on January 14, 1980, and was recorded in Docket 6205, Page 1047 in the Official Records of Pima County, Arizona, as thereafter amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Cobblestone recorded in Docket 8023, Page 2239 in the Official Records of Pima County, Arizona, and by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Cobblestone, Pima County, Arizona recorded in Docket 8378, Page 894 in the Official Records of Pima County, Arizona (collectively, the "Original Declaration").

B. Article VII, Section 4 of the Original Declaration provides that the Original Declaration may be amended by written instrument executed and acknowledged by record owners

of lots having not less than seventy-five percent (75%) of the total votes held by all members of the Cobblestone Homeowners Association, Inc., an Arizona non-profit corporation (the "Association").

C. The undersigned, representing record owners of lots having at least seventy-five (75%) of the total votes held by all members of the Association, desire to amend and restate the Original Declaration subject to the terms and conditions provided herein.

D. This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cobblestone (hereinafter, the "Declaration") shall, in its entirety, amend and restate the Original Declaration.

E. The provisions of this Declaration govern the use and ownership of the following described real property (collectively, the "Property"):

Lots 1 through 36, and Common Area "A" of the subdivision of Pima County, Arizona, known as Catalina Ridge Estates, recorded in Book 30 of Maps and Plats at Page 83 thereof, Official Records of Pima County, Arizona; Lots 37 through 62, and Common Area "A" of the subdivision of Pima County, Arizona, known as Catalina Ridge Estates, recorded in Book 36 of Maps and Plats at Page 64 thereof, Official Records of Pima County, Arizona; and Lots 1 through 60, and Common Area "A" of the subdivision of Pima County, Arizona, known as Cobblestone, recorded in Book 30 of Maps and Plats at Page 85 thereof, Official Records of Pima County, Arizona.

This Declaration shall further apply to, and the term "Property" shall be deemed to further include, that certain real property described as the North 466.69 feet of the West 466.69 feet of the South half of the East half of the Southwest Quarter of Section 33, Township 12 South, Range 14 East, G&SRB&M, Pima County, Arizona, and subject to that certain instrument dated February 7, 1983, and recorded in the Official Records of Pima County, Arizona, in Docket 6973 Page 782 (the "McManus Parcel").

F. The Property shall be known as Cobblestone, and shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in this Declaration, which (i) are for the purpose of protecting the value, desirability, attractiveness, and natural character of the Property and effectuating the common development, use and operation of the Property; (ii) shall run with all of the real property comprising the Property; (iii) shall be binding upon all parties having any right, title, or interest in any part of the Property; and (iv) shall inure to the benefit of all parties having any right, title, or interest in any part of the Property.

NOW, THEREFORE, the undersigned hereby declare, covenant, and agree as follows:

## ARTICLE I

### Definitions

Section 1. "Board" shall mean the board of directors of the Association.

Section 2. "Building Site" shall mean that portion of each Lot, as designated by the Association, within which a Dwelling may be constructed.

Section 3. "Declarant" shall mean Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee under Trust No. 1843, and Lawyers Title of Arizona, an Arizona corporation, as Trustee under Trust No. 7246-T.

Section 4. "Dwelling" shall mean a building or structure built and maintained for private residential purposes and designed for occupancy by a single family.

Section 5. "Improvement" or "Improvements" shall mean, except where the context otherwise requires, any and all alterations of the land, other than interior modifications of existing structures, including, but not limited to, out buildings, ramadas, garages, guest houses, servant's quarters, swimming pools, walls, fencing, landscaping and driveways, whether intended to be temporary or permanent. It shall also include all acts done to exteriors whether for maintenance or for alterations of color or other aesthetic effect.

Section 6. "Lot" shall mean that certain real property designated as a numbered "Lot" on any recorded subdivision plat pertaining to the Property, and any separate lot or parcel within the McManus Parcel.

Section 7. "Member" shall mean a person or entity entitled to hold membership in the

Section 8. "Mortgage" shall include first mortgages, deeds of trust, and recorded contracts for the sale of real estate wherein the purchaser is entitled to possession of the subject property.

Section 9. "Mortgagee" shall include mortgagees, beneficiaries under deeds of trust and holders of vendees' interests in recorded contracts for the sale of real estate wherein the purchaser is entitled to possession of the subject property.

Section 10. "Owner" shall mean the holder of record title to each Lot and shall be deemed to include a contract purchaser who is entitled to possession of a Lot under the terms of a recorded contract for the sale of real estate governed by A.R.S. §33-741, et seq., but shall not include purchasers under executory purchase agreements.

Section 11. "Property" shall mean the real property heretofore described in Recital E above.

## ARTICLE II

### Membership and Voting Rights

Section 1. Association Membership. Every Owner of a Lot within the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Any sale or transfer of a Lot shall also be deemed to be a sale or transfer of such Owner's membership in the Association.

Section 2. Voting Rights of Members. The Owner of every Lot containing 144,000 square feet or more shall be entitled to two (2) votes and the Owner of every Lot containing less than 144,000 square feet shall be entitled to one (1) vote. Except as provided herein, matters upon which Members shall be entitled to vote shall, unless otherwise specifically stated, be decided by a majority vote of a quorum obtained at a meeting, or by written consent, written ballot, or any other manner as permitted by law. In the event a Lot is owned by more than one person or entity, all such persons or entities shall be Members but shall only be collectively entitled to the number of votes which a single person would

have had on account of his or her Lot ownership. Such co-owners shall determine among themselves how their vote(s) shall be cast and in the event of disagreement no vote(s) shall be cast on behalf of such Lot.

Section 3. Rules and Regulations. The Association shall have the right, from time to time, to make, adopt and amend reasonable rules, regulations, and restrictions regarding the use and enjoyment of the Property, including those pertaining to architectural styles, building materials, and related matters, which are not inconsistent with this Declaration or the Articles of Incorporation and By-Laws of the Association, which rules, regulations and restrictions (hereinafter, the "Rules, Regulations, and Restrictions") shall be binding upon all Lots and Owners, residents and occupants.

Section 4. Suspension of Voting Rights. The Association shall have the right to suspend any Member's voting rights during any period that any assessment against such Member's Lot, as provided for herein, remains delinquent and unpaid, all to the extent permitted by law.

### ARTICLE III

#### Duties of the Association; Maintenance Assessments

Section 1. Duties of the Association. The Association shall be responsible for the proper and efficient management and operation of the Property (other than individual Lots) as more particularly described herein. The Association shall be responsible for:

- (a) maintaining the common streets, roads, and sidewalks located within the Property;
- (b) landscaping those portions of the Property controlled by the Association (including, but not limited to, any easements on Lots as provided in Article VI);
- (c) operating the Property's restricted entry system;
- (d) operating, maintaining, insuring, and rebuilding, if necessary, all guard gates, guard houses, street signs, walls and fences, and other Improvements originally constructed by Declarant (either in the roads or streets or on portions of Lots subject to the easements provided for in Article VI);
- (e) paying real estate taxes, assessments and other charges on those portions of the Property not owned by Lot Owners;
- (f) insuring all Improvements which the Association is obligated to maintain against damage by casualty with such companies and with such limits as the Association deems appropriate;
- (g) hiring, firing, managing, supervising, and paying employees and independent contractors, including, but not limited to, watchmen, security personnel to operate the restricted entry system, workmen, landscapers, attorneys, accountants, architects, and contractors to carry out the obligations set forth herein;
- (h) maintaining such liability insurance as the Association deems necessary, including, but not limited to, liability insurance to protect the Board, committee members, employees, officers, agents, or representatives of the

Association and Architectural Control Committee from any liability for occurrences or happenings on or about those portions of the Property maintained by the Association;

- (i) maintaining workmen's compensation insurance for the employees of the Association;
- (j) purchasing all goods, supplies, labor, and services reasonably necessary for the performance of the Association's obligations set forth herein;
- (k) enforcing the provision of this Declaration including, but not limited to, the Use Restrictions provided for in Article V and the Architectural Control provisions provided for in Article IV;
- (l) establishing and maintaining such cash reserves as the Association deems reasonably necessary for the maintenance, repair, and replacement of the Improvements which it is responsible to maintain and for unforeseen contingencies;
- (m) providing and paying for all utility services for common facilities;
- (n) entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and the operation and maintenance of the Property as a first-class residential subdivision; and
- (o) maintaining, landscaping, operating, and insuring all Improvements located on the real property described in that certain "Easement" recorded Docket 6189 Page 448 Pima County Records (the "Easement Area"), including but not limited to the responsibility for:
  - 1. maintaining the Improvements located on the Easement Area;
  - 2. landscaping the Easement Area;
  - 3. paying the real property taxes and assessments levied with regard to the Improvements located within the Easement Area (which Improvements the Association shall cause to be assessed by the Pima County Assessor's office in connection with the common area owned or managed by the Association);
  - 4. paying all utility charges utilized in connection with the operation and maintenance of the Improvements located within the Easement Area; and
  - 5. insuring all Improvements located within the Easement Area against damage by casualty and maintaining such liability insurance as the Association deems necessary to protect from any liability from occurrences or happenings on or about the Easement Area.

Section 2. Proportionate Share of Assessments. In order to provide the necessary funds for the operation and management of the Property in accordance with Section 1 of this Article III, the Association shall have the right and obligation to collect from each Owner an amount equal to such Owner's proportionate share of the estimated total annual expenses of the Association. Each Owner's "proportionate share" shall be a fraction, the



numerator of which shall be the number of votes to which such Owner is entitled pursuant to Article II, Section 2, and the denominator of which shall be the sum of all votes attributable to Lots within the Property.

Section 3. Annual Assessment. The estimated total annual expenses of the Association, including reserves, (which sum shall hereinafter be referred to as the "Annual Assessment") shall be determined by the Association pursuant to its Articles of Incorporation and By-Laws for each calendar year at the annual meeting of its membership.

Section 4. Payment of Annual Assessment. An Owner's proportionate share of the Annual Assessments shall be payable to the Association in two equal semi-annual installments, in advance, on January 1 and July 1 of every calendar year.

Section 5. Obligation for Payment. Each Owner's proportionate share of the Annual Assessment and any Special Assessment (as defined below), together with interest on each unpaid installment thereof at the rate of twelve (12%) percent per annum and the Association's costs and reasonable attorney's fees, shall be the personal obligation of the Owner (provided that an Owner shall have no personal liability for assessments becoming due before or after his ownership of a Lot) and, regardless of an Owner's personal liability therefor, shall be a continuing lien on each respective Lot until paid, all to the extent permitted by law. Any interest charged to a delinquent Owner's account shall be compounded on a semi-annual basis.

Section 6. Lien for Assessments. The Association shall have the right to maintain an action at law against any Owner personally liable for payment of an Annual Assessment or Special Assessment and to foreclose its lien in accordance with applicable law. No Owner shall have the right to exempt himself or his Lot from liability for the payment of assessments by abandonment or non-use of his Lot or of any portions of the Property maintained by the Association. In an action by the Association to collect any Annual Assessment or Special Assessment or to enforce any of the provisions of this Declaration, an Owner's dissatisfaction with the management and operation of the Property by the Association shall not constitute a defense to the Association's claim.

Section 7. Subordination of Association's Lien. The Association's lien for payment of Annual Assessments and Special Assessments shall be subordinate to the lien of any bona fide Mortgage to the extent of any payments becoming delinquent after such Mortgage is recorded, and to the extent provided by law. In the event a Mortgagee acquires fee title to a Lot by foreclosure proceedings, trustee's sale, or transfer in lieu thereof, such Mortgagee shall become personally liable for the payment of Annual Assessments and Special Assessments on such Lot which becomes due after the date of such acquisition.

Section 8. Special Assessments. In addition to the Annual Assessments, the Association may levy in any calendar year a special assessment (hereinafter, a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, repair, or replacement of an Improvement to the extent the reserves of the Association are insufficient for such purpose or for the purpose of providing for unanticipated operating costs and expenses not taken into account in determining the amount of the Annual Assessment, provided that, except as hereinafter provided, such Special Assessment and the terms of payment thereof are approved by Members representing not less than seventy-five (75%) percent of the total votes in the Association at a special meeting duly called for such purpose.

Section 9. DELETED.

## ARTICLE IV

### Architectural Control

Section 1. Architectural Review by the Architectural Control Committee. Except for Improvements or alterations undertaken by the Association and interior modifications to existing structures, no building, fence, wall, or other structure or Improvement shall be commenced, erected, or maintained upon the Property or any Lot, nor shall any exterior addition to or change or alteration thereto or to the Dwelling be made until detailed plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by an Architectural Control Committee appointed by the Board. Review and approval by the Architectural Control Committee are necessary to ensure that such Improvement or alteration is in compliance with this Declaration and, to the extent possible, is in harmony with the surrounding topography and neighboring structures. The Architectural Control Committee shall have the exclusive right, exercisable in its sole discretion, to promulgate written rules, including pursuant to the Rules, Regulations, and Restrictions, pertaining to construction; to amend such rules from time to time; and to waive any such rules or any use restriction set forth therein or in this Declaration, provided, however, that in no event shall any waiver be effective unless in writing and signed on behalf of the Architectural Control Committee by a person duly authorized to sign such waiver, and further provided that no such waiver shall be deemed a waiver of the right in the future to enforce such rules, or the Rules, Regulations, and Restrictions, as to other Owners.

Section 2. Submission to the Architectural Control Committee. Except for interior modifications to existing structures, prior to making any Improvements upon a Lot, whether such Improvements are initial Improvements or later alterations, modifications, or other changes, an Owner shall be required to obtain the approval of the Architectural Control Committee. The Owner shall submit to the Architectural Control Committee two complete sets of plans for proposed Improvements, specifications (including exterior color schemes), and plot plans which shall include the locations of Dwellings. Approval of the plans and specifications shall be evidenced by the written endorsement of the Architectural Control Committee made on the plans and specifications. A copy of the endorsed plans shall be delivered to the Owner of the Lot proposed to be improved prior to the beginning of construction. One set of plans and specifications shall be retained by the Architectural Control Committee. No changes or deviations in or from the plans and specifications, insofar as the exterior of the proposed Improvements is concerned, shall be made without the written approval of the Architectural Control Committee. After construction is completed, no changes shall be made to the Improvement, including no change of exterior color, without the written permission of the Architectural Control Committee.

At the time the plans are submitted to the Architectural Control Committee for approval, Owners shall pay a fee, the amount of which shall be determined by the Board as set forth and modified, from time to time, in the Rules, Regulations, and Restrictions. Approval of plans shall be at the Architectural Control Committee's sole discretion.

Section 3. Architectural Control Committee Requirements. Except as provided in Section I of Article IV, all plans must meet the following minimum criteria and such further criteria as the Architectural Control Committee promulgates:

- (a) Plans must be in accordance with the provisions of this Declaration;

- (b) The location, style of architecture, exterior color schemes, height, and location of exterior lights shall be in harmony with the general surroundings of the building or structure or proposed buildings or structures on any Lot subject to this Declaration;
- (c) Each Dwelling shall be located within a Building Site;
- (d) Plans must be in sufficient detail to permit the Architectural Control Committee to make their determination;
- (e) The roof of any Improvement or Dwelling shall be of the material or style compatible with the surroundings. White, light color, or reflective roofs shall be unacceptable. Flat roofs must be fully enclosed by parapet walls;
- (f) Plans for a Dwelling must include not less than a two-car garage;
- (g) Plans shall include utility yards or enclosures in which all exterior heating and cooling apparatus, meters, clotheslines, mechanical equipment, tanks, space for trash or rubbish containers, and wood storage shall be located;
- (h) All electrical service, telephone service, and telephone lines from the utility company lines shall be placed underground and no outside electrical and telephone lines shall be placed overhead. Service to the individual Building Site of such utility lines shall be designated by the Architectural Control Committee;
- (i) No Improvement shall exceed one story in height or fifteen (15) feet above finished floor elevation, except that two-story structures may be allowed on certain Lots provided they are located so as to protect the views of surrounding Lots as much as is reasonably possible; and
- (j) The Dwelling, not including other Improvements such as guest houses, swimming pools, and off-site Improvements, shall consist of at least 2,500 square feet and not more than 12,000 square feet of floor space. The plans and specifications submitted to the Architectural Control Committee prior to the construction of a Dwelling must contain the Dwelling's total square footage.

Section 4. Limited Liability of Association and Architectural Control Committee. Neither the Association nor the Architectural Control Committee, nor any board member, officer, committee member, employee, agent, or representative thereof, shall be personally liable for any structural defects in the plans or specifications relating to any Dwelling or Improvement erected in accordance with the plans and specifications. Neither the Association nor the Architectural Control Committee, nor any board member, officer, committee member, employee, agent, or representative thereof, shall be personally liable for damages or to any person submitting plans for approval or to any other Owner or Owners by reason of mistakes in judgment, negligence, or nonfeasance. All Owners waive any claim for such damages.

## ARTICLE V

### Use Restrictions

Section 1. Applicability of Use Restrictions. Except as provided in Article IV, Section 1, or elsewhere herein, the Property and every portion thereof shall be subject to

the use restrictions more particularly set forth in this Article. No portion of the Property may be used for other than single-family residential purposes, and all Dwellings shall be of first-class construction. No manufactured home, mobile home, prefabricated home or Dwelling shall be permitted anywhere upon the Property. All use restrictions of this Declaration applicable to Owners shall be deemed applicable and enforceable against any resident or occupant as well.

Section 2. Structures or Improvements on Property Prohibited. No structures or Improvements whatsoever, except public utility facilities and common facilities built by the Association, shall be erected, placed, or permitted to remain on any portion of the Property which does not constitute a Lot. Nothing contained herein shall be construed to prevent the Association from erecting, placing, or maintaining signs, structures, and offices as may be deemed necessary for the operation or development of the subdivision.

Section 3. Dwelling and Garage. No structures shall be erected, altered, placed, or permitted to remain on any Lot other than a Dwelling for private use, together with other customary Improvements as approved by the Architectural Control Committee. A minimum two-car garage with a garage door shall be constructed on every Building Site before the Dwelling constructed thereon is occupied. All garages shall be maintained as such unless the Architectural Control Committee approves its use for some other purpose.

Section 4. Removal of Native Vegetation Prohibited. The native growth of the Property, including cacti, mesquite, and Palo Verde trees, shall not be destroyed or removed from any of the Lots by any of the Owners, except removal of native growth as may be necessary for permitted and approved Improvements or for the removal of diseased or dead native growth. In the event that growth is removed or destroyed without the approval of the Architectural Control Committee, or which is not necessary for the construction of Improvements, the Architectural Control Committee may require the replanting or replacement of the same at the Owner's expense.

Section 5. Dwelling and Improvement Set Backs. No Dwelling or any portion thereof shall be located closer than fifteen (15) feet from any adjacent property line and thirty (30) feet from any abutting street line. No fence or wall on a Lot shall exceed six (6) feet in height from the natural ground line. Any planting used to form a hedge will be subject to the same set back and height requirements as applied to a fence or wall. Fences and walls shall be constructed from the same material as used for the Dwelling. No Improvement on a Lot shall be located less than seven and one-half (7 ½) feet from any property line.

Section 6. Dwelling and Improvement Requirements. Each Dwelling and other Improvements shall be built and maintained as follows:

- (a) All private driveways shall be treated and maintained with a minimum of one and one-half (1 ½) inches of concrete, asphalt, pavers, aggregate, or a combination of the same, but the use of gravel, rocks, or crushed rocks is prohibited;
- (b) All exterior lighting must comply with the Rules, Regulations, and Restrictions established by the Board;
- (c) All mailboxes shall be of uniform shape, size, color, and lettering showing street numbers and design as designated by the Association;

- (d) Upon completion of the Dwelling upon a Lot, each Owner shall install an electric light of a design approved by the Architectural Control Committee at the top of the mailbox monument and shall maintain this light and keep it lit during the hours of darkness;
- (e) All grass and other ground covers shall be concealed from view and be of a variety recognized as pollen-free;
- (f) All trees and other vegetation planted on a Lot shall be kept trimmed to a height which will not materially interfere with views from neighboring Building Sites, all as further set forth in additional Rules, Regulations, and Restrictions established by the Board; and
- (g) All Improvements shall be maintained in accordance with the original plans submitted to and approved by the Architectural Control Committee.

Section 7. Removal of Water and Minerals; Drilling of Wells Prohibited. No water or minerals of any kind including sand, gravel, oil, natural gas, metals, or otherwise may be removed from the Property for commercial purposes or for resale nor may they be removed in substantial quantities for any reason, except when necessary for the construction of Improvements as approved by the Architectural Control Committee. No new well may be drilled upon any Lot. Notwithstanding the foregoing, nothing herein shall prevent the continued use of an existing and lawful domestic well or the repair or improvement of the same, or the drilling of a replacement well for an existing well, all to the extent permitted by applicable law.

Section 8. Placement of Air Conditioning Units, Etc. No mechanical equipment including evaporative coolers, air conditioning equipment, heating equipment, ducts, or collectors shall be placed or installed or maintained on the roof or wall of any Improvement on a Lot, including the Dwelling. All such equipment, wherever placed, shall be concealed from view from abutting streets and other Lots.

Section 9. Height Limitation of Improvements. No structure or Improvement of any kind shall exceed the height of the roofline of the Dwelling located on the Lot unless otherwise approved by the Architectural Control Committee.

Section 10. Storage Tanks. No tanks of any kind, including water tanks and fuel tanks, shall be permitted upon any part of the Lot unless the same is completely concealed from view from abutting streets and neighboring Lots.

Section 11. Trash Storage and Collection. All Owners shall keep all trash containers concealed from view at all times, except if placed adjacent to the garage or dwelling on trash collection days. No container may be left out after the collection day. All Owners must subscribe to a single trash collection company that services the entire subdivision, as selected by the Board. All owners of occupied Lots shall be responsible for any costs associated with the trash collection services. Any Owner with a double Lot shall only be required to pay a single fee for the trash collection services. Any Owner of a vacant Lot will not be required to participate in the trash collection services. Trash must never be placed on the street for collection. No other waste management services may be contracted by an Individual Owner.

Section 12. Timing of Construction of Improvements. No Improvements may be constructed on the Lot unless made simultaneously or after the erection of the Dwelling.

Section 13. Tennis Courts and Guest Houses. Tennis courts or guest houses may be permitted on a Lot but only with the prior written approval of the Architectural Control Committee.

Section 14. Temporary Structures Prohibited; Storage of Recreational Vehicles. No temporary house, dwelling, garage, outbuilding, house trailer, commercial equipment of any kind, tent, or other structure shall be placed permanently or temporarily on any portion of the Property. Without limiting the foregoing, construction trailers, sanitary facilities, waste containers, and construction equipment may be placed temporarily within the Property during periods of construction and at reasonable locations designated by the Board within its sole and absolute discretion.

Boats, campers, trailers, motor homes, and recreational and other vehicles must be stored within an enclosed structure approved by the Architectural Control Committee; provided, however, any boats, campers, trailers, motor homes, and recreational vehicles may be parked temporarily upon a Lot within appropriate driveway areas for the purposes of loading and unloading only, and as further provided in the Rules, Regulations, and Restrictions. Certain limited overnight storage for one (1) night of such recreational vehicles may be permitted upon a Lot upon the prior written approval of the Board so long as the recreational vehicle is not used thereon as sleeping quarters.

Section 15. Occupation and Construction of Dwelling and Improvements. No Dwelling shall be occupied in any manner before the construction of the same is fully complete. Construction of Improvements shall be prosecuted diligently from the commencement thereof until completion. Any structure damaged by fire or other cause shall be repaired, replaced, or removed and the commencement of such restoration, construction, or removal thereof shall begin within three (3) months from the time of damage. All restoration, construction, or removal of the damaged structure and the Lot shall be completed no later than nine (9) months from the date of the damage or destruction. With the approval of the Architectural Control Committee, an Owner of damaged Improvements may elect to fully restore the Lot, clean away all debris, and re-vegetate the Lot so that the Lot appears to remain in a natural state.

Section 16. Animal Restriction. No birds, fowl, or other animals of any kind other than customary domesticated household pets belonging to the Owner shall be kept or maintained on any part of the Lot. In no event, however, are more than two dogs or cats, either of which is more than ten weeks old, permitted on a Lot. The Association shall have the right to order the removal of any animals which may be objectionable to the other Owners of adjacent properties. The owners of those animals must remove them from the Lot upon demand by the Association. All dogs shall be kept on a leash when outside of the Dwelling or enclosed patio. No horses shall be kept in the subdivision.

Section 17. Objectionable Motor Vehicles. No motor-driven vehicles of any kind shall be kept or operated on any part of the Lot if the use of that vehicle or the operation of the vehicle is unreasonably disturbing to the Owners of any neighboring Lot. The Association shall have the right to order the removal or cessation of use of such vehicle which is objectionable. Vehicles that are unreasonably loud or emit unreasonably noxious odors shall be deemed objectionable. The Section is subject to the provisions of A.R.S. §33-1809 pertaining to the parking of public service, public safety, and other vehicles.

Section 18. Unreasonable Noise or Nuisance. No person shall operate any equipment or do any action which creates unreasonable noise or is in any way unreasonably

offensive to the senses. Except for the lighting of street signs, no light shall be located to shine on the Lot of any other Owner or common areas.

Section 19. Signs. No signs, other than the name of the Owner and address, may be erected or placed within the Lot except such signs as are permitted by the Architectural Control Committee, and except for signs which by Arizona law may not be prohibited or regulated, including such provisions of Arizona law that apply to "for sale" signs, cautionary signs regarding children, and other signs.

Section 20. Certain Home Occupations Prohibited. No gainful occupation, profession, trade, or other nonresidential use shall be conducted on or in any Lot unless (i) the existence or operation of the business activity is not apparent from the outside of the Lot and no sound or smell from the outside of the Lot is detectable; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve traffic by persons who do not reside therein, nor regular arrival of employees of the Owners; and (iv) the business activity is lawful and consistent with the residential character of the subdivision and does not constitute a nuisance or hazard or offensive use within the Property.

Section 21. Antennae, Satellite Dishes, Etc. No television, radio, or other electronic towers, aerials, antennae, satellite dishes, or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, or placed on any Lot or upon any Improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 CFR Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time.

The Association shall be empowered to adopt, within its Rules, Regulations, and Restrictions, appropriate rules governing the types of antennae that are permissible hereunder, and to establish reasonable, non-discriminatory restrictions relating to the location and safety of antennae structures.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to the Rules, Regulations, and Restrictions of the Association may only be installed in a side or rear yard location upon a Lot, not visible from a neighboring Lot, or integrated with the Improvements and surrounding landscaping to prevent or limit such visibility. Antennae shall be installed in compliance with all applicable laws and regulations.

Section 22. Solar Equipment. The Association recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Association desires to promote and preserve the attractive appearance of the Property and the improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefor by the Architectural Control Committee, such approval to be subject to the restrictions of applicable law, solar collecting panels and devices may be placed, constructed or maintained upon any Lot within the Property (including upon the roof of any structure upon any Lot), so long as and to the extent possible, the visual impact of such solar collecting panels and devices are minimized. The Board may adopt rules and regulations regarding the preferred placement of the solar equipment. The restrictions in this Section 22 shall be subject to any limitations imposed by law.

Section 23. Preapproved Improvements or Structures. Nothing herein is intended nor shall be interpreted to require the re-submittal or re-approval of any existing and previously approved Improvement or structure within the subdivision, including any existing, approved antennae, satellite dish, or device of any type for the reception or transmission of radio or television broadcasts or other means of communication, nor shall anything herein declare the same to be nonconforming or a violation of this Declaration.

Section 24. Limitation on Leasing of Lots. Notwithstanding any provision in the Declaration to the contrary, no rental may be for a term less than three (3) months. Nor shall any Owner enter into any timeshare, sublease or other transaction that has the effect of a rental transaction for less than three (3) months. No Owner shall enter into more than one (1) rental agreement per twelve (12) month period. The Board may, in its sole discretion and upon proof of hardship, permit an exemption to allow for more than one (1) rental in a twelve (12) month period. No Owner may lease less than his entire Lot. A "rental" is defined as a living arrangement in the home by which persons other than the Owner reside in the home in exchange for payment of rent. Any Owner and tenant/occupant who breaches this provision, after a notice and opportunity to be heard, shall be jointly and severally liable to the Association for a fine in the amount of the rent or the value of the rental, whichever is greater. Owners who have bookings for short term rentals as of the date this Amendment is recorded ("Grandfathered Lots") are partially exempt from this limitation. Owners may honor those bookings but may enter into no further short-term rental transactions. All leases shall be subject in all respects to the provisions of this Declaration and any rules and regulations adopted by the Board of Directors, and any failure by lessee to comply with the terms of the same shall be at default under the lease. Upon leasing his or her Lot, an Owner shall promptly notify the Association of the commencement date and termination date of the lease, the names of each lessee and other adult persons who will be occupying the Lot thereon during the term of the lease, and the make, model and license plate of any vehicles. All Owners must furnish copies of this Declaration and any rules and regulations to their lessees.

## ARTICLE VI

### Easements

Section 1. Perimeter Easement. The Declarant has heretofore established and reserved, for the benefit of the Association, a perpetual ten (10) foot easement along the outer perimeter of the Property for the purpose of building and maintaining, at the sole election and discretion of the Association, fences, walls and other Improvements or devices, if any, which may be necessary through the Association's sole discretion to control access to the Property. No Owner shall alter or in any way damage such Improvements, if any, within said easement.

Section 2. Utility Easement. An easement upon and over the seven and one-half (7 ½) foot perimeter of each Lot is hereby established and reserved to the Association for utility purposes, with access thereto for installing, repairing, and maintaining all facilities necessary for such purposes.

Section 3. Sidewalk Easement. The Declarant has heretofore established and reserved in favor of the Association a ten (10) foot easement running along the property line of each Lot which is adjacent to a private street as shown on the subdivision plats for the Property for the purpose of constructing, installing and maintaining landscaping, sidewalks and such other Improvements as the Association may deem necessary, provided,



however, that nothing herein shall obligate the Association to construct or maintain any such landscaping or Improvements in such easement areas.

## ARTICLE VII

### Enforcement, Fines, and Amendment

Section 1. Enforcement of Declaration. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions and covenants, reservations, liens, or charges now or hereafter imposed by the provisions of this Declaration. In connection with any action to enforce the provisions of this Declaration, including, but not limited to, actions to collect assessments provided for herein, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs of suit. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their rights to do so thereafter.

Section 2. Savings Clause. The provisions of this Declaration shall be construed to be consistent with all applicable Federal, State, and Local laws, and should any provision of this Declaration violate or impermissibly conflict with any applicable law, then the applicable law shall govern.

Section 3. Authority for Fines. Upon any violation of the provisions hereof, or of the Articles of Incorporation or Bylaws of the Association, or a violation of Rules, Regulations, and Restrictions of the Association, including those of the Architectural Control Committee, the Board, after providing the Lot Owner, resident or occupant with notice of the violation and an opportunity for a hearing as required by law, may levy a fine upon the Owner and may charge such Owner all costs incurred by the Association in connection with enforcement or other actions taken by the Association, including attorneys' fees and costs incurred, all to the extent permitted by law. To the extent permitted by law, the Association may also impose fines and penalties against a resident or occupant in violation of the provisions of such documents and may pursue the same rights and remedies. The Association shall have a lien for any unpaid and delinquent fine as provided herein but only to the extent permitted by Arizona law.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Binding Effect. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

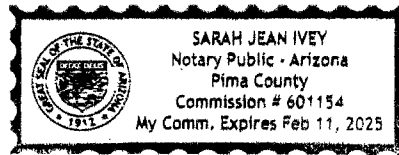
Section 6. Amendment. This instrument may at any time be amended by the Owners of the Property. In addition, the Board, upon unanimous approval of the directors, may amend this Declaration if necessary, solely to correct minor errors or ambiguities. An amendment by the Owners shall be effective upon execution of a written instrument executed and acknowledged by the President and Secretary of the Association attesting that such amendment has been approved by Members representing not less than seventy-five percent (75%) of the total votes held by all Members of the Association, which approval shall be obtained at a meeting, or by written consent, written ballot, or by any other manner permitted by law.

CERTIFICATION

At a duly noticed meeting of the membership on the 3<sup>rd</sup> day of January 2023, the undersigned President and Secretary of Cobblestone Homeowners Association, Inc. hereby certify that this Consolidated Declaration of Covenants, Conditions & Restrictions was approved and consented to by at least seventy-five percent (75%) of all Owners entitled to vote for Board members.

By: *[Signature]*  
President

THE STATE OF ARIZONA )  
 ) ss.  
County of Pima )



The foregoing instrument was acknowledged before me 3<sup>rd</sup> day of January 2023, by the President of Cobblestone Homeowners Association, Inc. who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

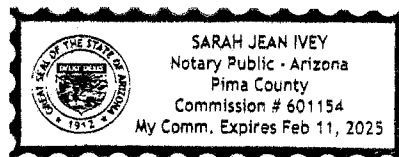
*[Signature]*  
Notary Public

My Commission Expires:

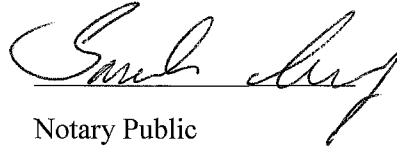
02-11-2025

By: *[Signature]*  
Secretary

THE STATE OF ARIZONA )  
 ) ss.  
County of Pima )



The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January 2023, by the Secretary of Cobblestone Homeowners Association, Inc who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.



Notary Public

My Commission Expires:

02-11-2025