

ARTICLE 12 USE RESTRICTIONS

Section 12.1 Land Use and Building Type

No improvement other than a one-story Single Family Residence, patio walls, decorative walls, swimming pool and customary attached garage may be erected, placed or maintained on any lot.

Section 12.2 Exterior Paint Colors

Only exterior paint colors originally used within the properties plus those approved by the Architectural Committee are allowed. In case of repairs, the scope of the painting can be limited to the repair area using a match of the existing color for the repair area. Matching existing paint can also be purchased from several local hardware stores in the area.

Section 12.3 Antennas and Exterior Additions

Section 12.3.1 Subject to the Telecommunications Act of 1996, no exterior antennas or other devices for the transmission or reception of television or radio signals, including satellite dishes, can be erected or maintained if they are Visible to Neighboring Property or from the Common Areas. Notwithstanding anything else in this Section, satellite dishes, which are one meter (39.37") or less in diameter, are permitted under the Telecommunications Act of 1996. Owners are encouraged to install such satellite dishes in the least obtrusive place on the lot where there is still an acceptable quality signal.

Section 12.3.2 No Exterior devices or additions, other than initially installed by the Developer, can be constructed on the exterior of a Lot (including the roof) without the written authorization of the Architectural Committee.

Section 12.4 Solar Energy Devices

Only those solar energy devices, which are approved, in advance of installation and in writing by the Architectural Committee (AC), are permitted, provided, however, that the requirements imposed by the AC do not effectively prohibit such devices. The Association may adopt reasonable rules regarding the placement of a solar energy device if those rules do not prevent installation, impair the functioning of the device or restrict its use or adversely affect the cost or efficiency of the device.

Section 12.5 Flags and Flagpoles

An Owner may display the American flag on the Lot if the American Flag is displayed in accordance with the Federal Flag Code. In addition the homeowner may display any of the flags the United States Army, Navy, Air Force, Marine Corps or Coast Guard as well as the POW/MIA flag, Arizona state flag and an Arizona Indian nation's flag as well as the Gadsden flag. The association may limit the number of flags to be flown to no more than two at once; the number of flagpoles to two [one each in the front and back yard]. The height of the flagpoles can be limited to no more than the height of the rooftop of the home. A.R.S §33-1808.

Section 12.6 Fences, Walls and Hedges

No fence or wall may exceed six feet in height. Any plants used to form a hedge are subject to the same setback and height requirements, which are applied to a fence or wall. To determine the height of a wall or other such item, the height will be measured from the highest ground level on the Lot. Bare concrete walls and chain link fences are prohibited. All fences or walls which were installed as part of the original construction or which were approved by the Architectural Committee are permitted even if they do not meet these requirements.

Section 12.7 Equipment

Mechanical and electrical equipment installed by an Owner cannot be Visible from Neighboring Property. Included within this restriction are air conditionings, evaporative coolers and pool pump or heating equipment. No such equipment is permitted to be exposed at the side or rear of any Lot unless reasonably concealed by plants or fencing.

Section 12.8 Lights

All exterior lights must be located and maintained so they are not directed toward or interfere with any other Owner's use of his/her Lot. Exterior garage lights must be operative at night even if an Owner is absent. The Association has the right to replace inoperative garage light bulbs, the cost of which will become a Reimbursement Assessment.

Section 12.9 Business Use

No trade or business may be conducted on any Lot, provided, however, that an Owner may conduct business activities if:

(a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot;

- (b) the business activity conforms to all zoning requirements for the Properties;**
- (c) the business activity does not involve any person conducting such business who does not reside on the Properties, or door-to-door solicitation of residents of the Properties;**
- (d) the existence or operation of the business does not increase that lot's use of Common Areas over that which is standard for a Single Family Residence;**
- (e) the existence or operation of the business does not require customers or delivery trucks to visit the residence; and**
- (f) the business activity does not constitute a nuisance, or a hazardous or offensive use, or cause the Owner to violate any other provisions of this Declaration, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.**

Section 12.10 Leasing

An Owner may lease his/her Lot for Single Family residential purposes only. No lease may be for a period of less than 30 days. At least one of the tenants to which the Owner leases the Lot must be at least 55 years of age or older. It is a material default in any lease if the tenant violates any provision of the Governing Documents and in the event of such violation; the Association has the right to require that the Owner remove such Persons from the Lot.

Section 12.11 Temporary Structures

No vehicle, house trailer, motor home, tent, garage, camper, or boat is allowed on the Properties for use as either temporary or permanent living quarters.

Section 12.12 Rubbish

All equipment for storage or disposal of rubbish will be maintained in a sanitary condition and not Visible to Neighboring Property, except when placed at the street on the day the trash is collected.

Section 12.13 Noise

No Owner will engage in any activity or permit any activity to occur on the Properties, which will result in any unusual, loud or intrusive noise.

Section 12.14 Trees, Shrubs and Other Landscaping

No vegetation may be planted on the lot in a location, which may impose a traffic hazard. No trees and shrubs on the Lot can interfere with the Scenic Views. If trees or vegetation on a Lot interfere with the Scenic Views, they must be pruned to a height, which does not exceed the parapet height of the improvements on the Lot.

Section 12.15 Palm Trees

Palm trees, which were planted prior to the date upon which this Declaration was approved by the requisite number of Owners and which interfered with the Scenic Views, are not subject to the parapet height restrictions in Section 12.14.

After the date of approval of this Declaration, no Owner may plant any palm tree, which will exceed the height of the parapet wall of any Improvements on the Lot.

Section 12.16 Vehicle Parking and Storage

All Owners and guests must park their vehicles in parking spaces provided for this purpose within the Properties. Parking spaces include the paved driveways on each Lot and the additional parking areas shown on the Plat, but does not include any other Common Areas. Owner's guests and workmen performing work for the owner may park in front of a Lot;

1. for normal social visits or in the performance of work for the owner
2. to load and/or unload personal belongings from a motorized or non-motorized vehicle or mobile or motor home if the time in which the vehicle is parked in any non-designated parking space is less than two days.

Recreational vehicles (including, but not limited to), motor or mobile homes, campers, vans, trailers, boats and golf carts) cannot be stored or parked on any portion of the Properties, except within the confines of a garage. An Owner's or guest's vehicle may be parked on the Owner's driveway or in a designated parking area for a period of not to exceed seven consecutive days and not more than 10 days in any 30 day period.

In those situations where the resident or owner is in need of the services of a caregiver on a frequent basis, the restriction is waived and the caregiver's vehicle may be parked in the owner's driveway for such periods in which this care is provided. If possible, the owner or the person receiving the care should notify his/her block captain of the special

situation to preclude complaints from neighbors as to possible violations of the rule.

Section 12.17 Inoperable Vehicles

No inoperable vehicles can be parked in the Common Area or on any Lot.

Section 12.18 Drainage-Ways

No Structure, vegetation or any other material is permitted within any drainage-way which may change the direction of flow or which may obstruct or retard the flow of water.

Section 12.19 Native Growth

The native growth on the Common Areas cannot be destroyed, removed, replaced or added to, except by the Association. If such growth is removed or added by an Owner, the Board has the right to replant, replace or remove such growth, the cost of which will be a Reimbursement Assessment against the responsible Owner.

Section 12.20 Signs

An association shall not prohibit the indoor or outdoor display of a “for sale” sign and a sign rider by an association member on that member’s property, including a sign that indicates the member is offering the property for sale by owner. The size of the sign offering a property for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty four inches and the industry standard size sign rider, which shall not exceed six by twenty four inches.

The association shall not prohibit or regulate any of the following:

(a) Temporary open house signs or the unit owner’s for sale sign. Signs must meet the industry standard, if owned or used by the seller or the seller’s agent.

(b) The Association may prohibit an open house being held before 8:00 a.m. or after 6:00 p.m.

(c) In the instances where the owner is leasing the property, the association may not prohibit or regulate the size of the sign provided the size of the sign shall not be larger than the industry standard size sign of eighteen inches by twenty four inches in or on the member’s property.

(d)The Association can prohibit signs in the common areas

An association may not charge any fee for the use of, the placement of, or the indoor or outdoor display of a “for sale” sign or sign rider. An association that violates ARS §33-1261 © or ARS §33-1808© forfeits the association lien rights against the unit/lot for six months from the date of the violation.

Section 12.21 Political Signs and Political Activity

A class 2 misdemeanor has been committed if a person or association has knowingly removed, altered, defaced any political sign of any candidate for public office. The commission of this misdemeanor also applies to any political mailers, handouts, flyers or printed material of a candidate that are delivered by hand to a resident for a period commencing 45 days before a primary election and ending 7 days after the general election. An Association cannot require political signs to be commercially produced or professionally manufactured. Political signs are now allowed 71 days before Election Day and no later than 3 days after Election Day.

Associations are prohibited from restricting “door to door” political activity, including solicitations of support or opposition regarding candidates or political issues. The Association may impose the following provisions:

- 1. The Association may restrict such activities on property normally open to visitors within the association.**
- 2. The Association may restrict such activities from sunset to sunrise.**
- 3. The Association can require an identification tag for each person engaged in a political activity**
- 4. The Association cannot require the signs to be commercially produced or professionally manufactured.**
- 5. Gated communities are not required to allow door to door political activity**
- 6. Roadways and sidewalks that are normally open to visitors must be available for political activity**

Section 12.22 Clothes lines

Clothes lines are not permitted.

Section 12.23 Animals

Only domestic pets are permitted so long as they are kept confined within the Single Family Residence or a fenced yard. Owners must take reasonable measures to minimize their dog's barking. All Pima County Ordinances regarding pets apply to the Properties within the Association, including the requirement that pets must be on a leash and that any feces deposited on the lots or Common Areas must be promptly removed and suitably disposed of by the custodian of the pet.

Section 12.24 Garage or Patio Sales

An Owner may conduct a Garage or Patio sale to dispose of personal household items. Items from other locations within CSE II may be added to the Owner's items being disposed of at the sale. Owner shall advise the Maintenance and Architectural Committees and obtain their concurrence at least two weeks in advance of the sale to insure there are no conflicts with activities of these committees during the dates of the sale. Owner shall take the necessary actions to insure that vehicular traffic to and from the sales and parking at the site of the sale is controlled to allow easy access for such vehicles as Fire, Police, Ambulance, Trash Collection, Delivery, Maintenance and Service Vehicles. Owner must take precautions that vehicular traffic responding to the sale does not result in such vehicles trespassing on, or causing damage to the property of other owners or Common areas of the association. Owner will be held responsible for any damages to the common area resulting from the traffic.