

ARTICLE 14 GENERAL PROVISIONS

Section 14.1 Enforcement by an Owner

Each Owner has the right to enforce the Governing Documents by filing a lawsuit against any other Owner and the successful party will be entitled to an award of its reasonable attorney fees, litigation expenses and costs incurred.

Section 14.2 Enforcement by the Association

Section 14.2.1 The Association may enforce the Governing Documents in any manner provided for in the Governing Documents, Of by filing a lawsuit, including, but not limited to:

Section 14.2.1.1 Imposing reasonable monetary fines and penalties against the Owner after notice and an opportunity to be heard are given to the Owner or other violator. An Owner is responsible for the payment of any fine or penalty, which is imposed against an invitee of the Owner. Fines and penalties become a Reimbursement Assessment;

Section 14.2.1.2 Suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty days delinquent in paying any Assessment or other charge owed to the Association;

Section 14.2.1.3 exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

Section 14.2.1.4 requiring an Owner, at the Owner's expense, to remove any Improvement on the Lot in violation of the Governing Documents and to restore the Lot to its previous condition. After notice stating a time within which the Owner must perform if the Owner fails to take action, the Board or its designee has the right to enter the Lot, remove the Improvement in violation and restore the Lot to substantially the same condition as previously existed and any such action will not be considered as trespassing.

Section 14.2.1.5 Without liability to the Association or Board, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents, from continuing or performing any further activities in the Properties;

Section 14.2.1.6 Towing vehicles which are parked in violation of the Governing Documents; and

Section 14.2.1.7 Filing a lawsuit to enjoin a violation of the Governing Documents, to compel compliance with the Governing Documents, to recover fines or money damages or to obtain such other relief to which the Association may be entitled.

Section 14.2.2 The Association is not obligated to take any enforcement action if the Board determines, in its sole discretion, that by virtue of the Association's finances, possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board, enforcement action would not be appropriate or in the best interests of the Association.

Section 14.2.3 all rights and remedies of the Association under the Governing Documents or at law or in equity are cumulative, and the exercise of one right or remedy does not waive the Association's right to exercise another right or remedy. The failure of the Association or an Owner to take enforcement action with respect to a violation of the Governing Documents does not constitute and is not a waiver of the right of the Association or any Owner to enforce the Governing Documents in the future.

Section 14.2.4 No delay or omission on the part of the Association or any Owner in exercising its right to enforce the Governing Documents will be construed as a waiver or breach of any of the provisions of the Governing Documents or an acquiescence in any breach of the Governing documents and no claim or cause of action will accrue against the Board, the Association or an Owner for their neglect or refusal to exercise such right of enforcement.

Section 14.2.5 No breach of the foregoing provisions, conditions, restrictions or covenants will defeat or render invalid the lien of a First Mortgage made in good faith for value as to any portion of the Properties. Such provisions, conditions, restrictions and covenants will be enforceable against any portion of the Properties acquired by any Person through foreclosure for any breach occurring after such acquisition.

Section 14.3 Attorney Fees

The Association has the right to recover any attorney fees, litigation expenses, costs or other expenses incurred as a result of any Owner's breach of any of the provisions of the Governing Documents. Such charges will be a Reimbursement Assessment and may be recovered against the Owner personally or against the Lot. The right to recover such charges exists regardless of whether the Association files suit or is successful in compelling compliance without filing suit.

Section 14.4 Severability

Invalidation of any covenant, restriction, provision or term of the Governing documents does not affect any other covenant, restriction, provision or term.

Section 14.5 Amendment

The Declaration may be amended by the Owners provided:

(1) the amendments are approved by a vote of two thirds of the owners voting in person or by ballot at any meeting of the association at which a quorum is present or a majority of the voting power, whichever is less. [ARS 10-11003]) The ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. [ARS: 10-3708]

(2) the amendments are in writing signed by the President and Secretary of the Association attesting that the amendment was approved by the requisite number of Owners; and

(3) the amendment is recorded in the Pima County Recorder's Office_

Section 14.6 Age Restrictions

Canoa Seca Estates II, Inc., is an age restricted community and is deemed to be "housing for older persons" within the meaning of the Fair Housing Act Amendments of 1988, Public Law 100-430, 42 U.S.C. §3601, et. Seq., as further interpreted by Rules and Regulations of the Department of Housing and Urban Development. Each Lot must be occupied by at least one person who is 55 years of age or older. No person under the age of 18 may reside on any Lot except on a temporary basis not to exceed three months in anyone calendar year. It is the duty and obligation of each Owner to ascertain that upon the sale, rental or lease of the Lot, at least one occupant will be at least 55 years of age and to provide written verification to the Board. It is understood that ultimate responsibility for compliance with the provisions of this Section 14.6 rests with the Owners, and not the Association. The Association and its officers, directors and agents are not liable for complying with these provisions, since it is the duty of each Owner to ensure compliance with these Age Restrictions and to provide appropriate verification to the Association.

Section 14.7 Age Restriction Exemption

If an occupant who is 55 years of age or older dies and the surviving spouse or other cohabitant was living with that occupant on the date of the death, then provided such surviving spouse or other cohabitant is at least 45 years old and provided that at least 80% of the lots are occupied by one person who is 55 years of age or older, the Association will permit the surviving spouse or cohabitant to continue to live on the Lot without being in violation of the Governing Documents.

Section 14.8 Terms

The provisions of this Declaration run with the land and continue and will remain in full force and effect at all times and against all Persons. By acquiring an ownership interest in any Lot, each person or entity, binds him/herself or itself to all of the provisions and restrictions imposed by this Declaration, as amended from time to time.

Section 14.9 Captions

All captions and titles used in the Governing Documents are intended solely for convenience or reference purposes only and in no way define, limit or describe the intent and meaning of the provisions.

The undersigned, being the President and Secretary of the Association attest that this Amended and Restated Declaration was approved in accordance with Article XIV, Section 5 of the Declaration of Covenants, Conditions and Restrictions for Canoa Seca Estates II, Inc. recorded on January 13, 1999 in Docket 10962 at page 3141, et. seq., i.e.

CANOA SECA ESTATES II, INC.

By: ____

President

Attest

By: _

Secretary

STATE OF ARIZONA)

) ss.

COUNTY OF PIMA)

**This instrument was acknowledged before me on , 2004
by , the President of Canoa Seca Estates II, Inc_, an
Arizona nonprofit corporation on behalf of the corporation.**

Notary Public

My commission expires: