

accepts responsibility for the tenant's violation of such documents. The Master Association is a third-party beneficiary of any such lease solely for the purpose of enforcing this Declaration, and shall have the right to establish and charge fines against any Owner failing to enforce the provisions of this Declaration, Bylaws, and other rules and regulations of the Master Association against his tenant. All tenants must execute a crime-free lease addendum on a form provided by the Board. The provisions of this **Section 4.23** shall not apply to the use of Lots or Dwelling Units owned by (or leased to) Declarant or any Builder as a model home or for marketing purposes.

4.24 Environmental Protections. No Lot or Tract or any facilities on any Lot or Tract, shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances or solid waste, except in compliance with all applicable federal, state, and local laws or regulations. For purposes of this Section, "Hazardous Substances" shall be deemed to include pollutants or substances defined as "hazardous waste," "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*; the Arizona Environmental Quality Act, Laws 1986, Chap. 368; and in the rules or regulations adopted and guidelines promulgated pursuant to said laws.

4.25 Property Restrictions. No further covenants, conditions, restrictions or easements ("Subsidiary Declaration") shall be Recorded by any Owner, Resident or other Person against any Lot without the provisions thereof having been first approved in writing by the Board, and any Subsidiary Declaration which is Recorded without such approval being evidenced thereon shall be null and void; provided, however, that, without prior approval of the Board, the Declarant shall have the right to record a Subsidiary Declaration against any portion of the Property owned by Declarant either prior to or simultaneously with the conveyance of any such portion of the Property to a Builder or other Owner. Notwithstanding the foregoing or anything else in this Declaration to the contrary, no Subsidiary Declaration Recorded by an Owner shall operate to modify or amend this Declaration but, in the event that such covenants, conditions and restrictions impose restrictions on the use or occupancy of the real property subject to the Subsidiary Declaration which are more restrictive than the restrictions set forth in this Declaration, the more restrictive provisions shall prevail. No application for rezoning, variances or use permits pertaining to any Lot or Tract shall be filed with any governmental authority by any Person unless the application has first been approved by the Board or the Declarant, so long as Declarant owns any portion of the Property or the Annexable Property, and the proposed use otherwise complies with this Declaration. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of Lots, Master Common Areas, or any other portion of the Property.