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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SUN LAKES**

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SUN LAKES**

This Amended and Restated Declaration (this "**Declaration**") is made this 19<sup>th</sup> day of June, 2017, by the Sun Lakes Homeowners Association No. 1, Inc., an Arizona nonprofit corporation ("**Association**"), to run with the real property herein described in Exhibit A (the "**Property**") for the purposes hereinafter set forth.

**RECITALS**

A. The Property is comprised of numerous subdivisions, each subject to a separate Declaration of Restrictions as set forth on Exhibit B. Collectively, these Declarations of Restrictions, as amended, shall be referred to herein as the "**Unit Declarations**".

B. A Declaration of Restrictions was recorded September 26, 1985 at recording number 1985-0455924, records of Maricopa County, Arizona (the "**Golf Course Declaration**") establishing a general plan of development for the golf course located upon that certain property therein ("**Golf Course**").

C. A Declaration of Restrictions for Common Area Use was recorded September 10, 1999 at recording number 1999-0848663, records of Maricopa County, Arizona (the "**Common Area Declaration**") establishing certain rights and restrictions to use of certain real property owned by the Association and described therein.

D. A Consolidated Declaration of Covenants, Conditions and Restrictions for Sun Lakes Units 1, 2, 3, 3A, 4, 5, 6, 7, 8, 9, 9A, and 41 was recorded on March 5, 2015 at recording number 2013-0204170, records of Maricopa County, Arizona (the "**Consolidated Declaration**") for the purpose of restating, without amendment, the Unit Declarations, the Golf Course Declaration, and the Common Area Declaration.

E. The Association, by and through its members, wishes to amend and restate in their entirety the Unit Declarations and, by so doing, replace the Consolidated Declaration to the extent it restates the Unit Declarations. The Golf Course Declaration and the Common Area Declaration are not subject to this Declaration and will remain in full force and effect.

NOW, THEREFORE, the Association, for the purposes above set forth, hereby amends and restates (and wholly supersedes and replaces) the Unit Declarations and, to the extent set forth above, the Consolidated Declaration and declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, assessments, charges, servitude, liens, reservations, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, and shall inure to the benefit of each Owner thereof, the Association and each member of the Association.

**ARTICLE 1**  
**DEFINITIONS**

All capitalized terms not defined herein shall have the meanings and definitions set forth in the Declaration.

**1.1. “Annual Assessment”** means the means assessments which are imposed against Lots pursuant to Section 7.2.

**1.2. “Articles”** means the articles of incorporation of the Association, as amended from time to time.

**1.3. “Architectural Rules”** means those architectural and design guidelines established by the Architectural Committee pursuant to Section 3.8.

**1.4. “Assessment Lien”** means the lien created and imposed by Article 7.

**1.5. “Association”** means the Sun Lakes Homeowners Association #1, Inc., an Arizona nonprofit corporation, its successors and assigns.

**1.6. “Association Expenses”** means the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association including any allocations to reserves determined by the Board to be necessary and appropriate, and all other financial liabilities of the Association.

**1.7. “Association Rules” or “Rules”** means the rules adopted by the Board pursuant to Section 5.3.

**1.8. “Board”** means the Board of Directors of the Association.

**1.9. “Bylaws”** shall mean the Bylaws of the Association, as amended from time to time.

**1.10. “Collection Costs”** mean all costs, fees, charges, and expenditures, including, without limitation, attorneys’ fees (whether or not a legal action is filed), court costs, filing fees, and recording fees incurred by the Association in collecting and/or enforcing payment of Assessments, late fees, demand fees, interest or other amounts payable to the Association pursuant to the Community Documents.

**1.11. “Committee”** means the Architectural Committee created pursuant to Article 3.

**1.12. “Common Area” or “Common Areas”** means all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the Owner of the fee or leasehold interest, including, without limitation, the recreational facilities and Golf Course, except Common Area shall not include any Lot the Association acquires by the foreclosure or by any deed in lieu of foreclosure.

**1.13. “Community Documents”** means this Declaration, the Articles, the Bylaws, the Association Rules, the Architectural Rules, any amendments to any of the foregoing, and any duly adopted resolutions of the Board.

**1.14. “Constructed Homes Areas”** means Unit 3A, Unit 4 Constructed Homes Area, Unit 6, Unit 7, Unit 8, Unit 9, Unit 9A, and Unit 41 (except Lot 69).

**1.15. “Declaration”** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun Lakes, as amended from time to time.

**1.16. “Dwelling Unit”** means a manufactured or constructed building or structure situated upon a Lot designed and intended for use and occupancy as a residence.

**1.17. “Enforcement Assessment”** means an assessment levied pursuant to Section 7.4.

**1.18. “First Mortgage”** means any deed of trust or mortgage Recorded against a Lot which has priority over all other deeds of trust or mortgages Recorded against the same Lot.

**1.19. “Improvement”** means: (a) grading, excavating or leveling of any portion of a Lot, (b) a Dwelling Unit or other building; (c) a fence or wall; (d) a road, driveway or parking area; (e) a tree, plant, shrub, grass or other landscaping improvement of any type or kind; (f) statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind; and (g) any other structure, temporary or permanent, of any type, kind or nature.

**1.20. “In Good Standing”** means that the Owner or Member is not delinquent in the payment of any Assessment or any other amounts owed to the Association, and the Owner, as well as any Resident or guest, is not in violation of the Community Documents.

**1.21. “Lot”** means any part of the Property designated as a residential lot on any Plat Recorded with respect to any portion of the Property and, where the context indicates or requires, any Improvements constructed from time to time thereon.

**1.22. “Manufactured Home Areas”** means Unit 1, Unit 2, Unit 3, Unit 4 Manufactured Homes Area, Unit 4 Tract B, Unit 5, and Lot 69 of Unit 41.

**1.23. “Member”** means any Person holding a Membership in the Association pursuant to this Declaration, as further set forth in Section 6.1.

**1.24. “Owner”** means (when so capitalized) the record holder of legal title to the fee simple interest in any portion of the Property, but excluding those who hold such title merely as security for the performance of an obligation. In the case of any portion of the Property the fee simple title to which is vested of Record in a seller under a valid and outstanding Agreement or Contract of Sale, as defined in the applicable Arizona statutes, legal title shall be deemed to be in the purchaser under such Agreement or Contract of Sale. In the case of any portion of the Property the fee simple title to which is vested of Record in a trustee pursuant to the applicable Arizona statutes, legal title shall be deemed to be in the Trustor. An Owner shall include any Person who holds record title to any portion of the Property in joint Ownership with any other Person or who holds an undivided fee interest in such Lot.

**1.25. “Person”** means a natural person, corporation, partnership, limited liability company, trust or any other legal entity.

**1.26. “Plat”** means any subdivision plat Recorded with respect to any portion of the Property.

**1.27. “Property”** or **“Sun Lakes”** refers to all the real property described on Exhibit A.

**1.28. “Recording”** or **“Recordation”** means placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona, and **“Recorded”** means having been so placed of public record.

**1.29. “Resident”** means each natural person legally occupying or residing in a Dwelling Unit.

**1.30. “Side Yard Easement”** means the portions of Lots located in the Constructed Home Area that are subject to a use and benefit easement, the terms of which are more particularly set forth in Section 4.5. When a Lot is benefited by a particular Side Yard Easement, the Lot is referred to herein as the **“Benefited Lot”** with respect to such Side Yard Easement. When a Lot is subject to a particular Side Yard Easement in favor of another Lot, the Lot that is subject to the Side Yard Easement is referred to herein as the **“Burdened Lot”** with respect to such Side Yard Easement.

**1.31. “Special Assessment”** means the assessments which are imposed against Lots pursuant to Section 7.3.

**1.32. “Unit 1”, “Unit 2”, “Unit 3”, “Unit 3A”, “Unit 4”, “Unit 5”, “Unit 6”, “Unit 7”, “Unit 8”, “Unit 9”, “Unit 9A”, and “Unit 41”** are defined in Exhibit B.

**1.33. “Unit 4 Constructed Homes Area”** means Lots 13 through 28, inclusive, 30 through 35, inclusive, 37 through 50, inclusive, 64 through 216, inclusive, and 221 through 254, inclusive, in Unit 4.

**1.34. “Unit 4 Manufactured Homes Area”** means Lots 1 through 12, inclusive, 29, 36, 51 through 63, inclusive, and 217 through 220, inclusive in Unit 4.

**1.35. “Visible from Neighboring Property”** shall mean, with respect to any given object, that such object is, or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed. An object so visible from a portion of the Common Areas or from a public street is Visible from Neighboring Property.

**ARTICLE 2**  
**USE OF LOTS**

**2.1 Residential Purposes.**

**2.1.1** No more than one (1) single family Dwelling Unit shall be constructed or permitted to be maintained upon any Lot. All Lots and Dwelling Units within the Property shall be used for single family residential purposes. No gainful occupation, profession, business, trade, or other nonresidential use shall be conducted on or in any Lot or Dwelling Unit, provided that an Owner or any Resident may conduct limited business activities in a Dwelling Unit so long as (a) the existence or operation of the business activity is not apparent or detectible by sight, sound, or smell from outside the Dwelling Unit, (b) the business activity conforms to all applicable zoning requirements, (c) the business activity does not involve door-to-door solicitation of other Owners or Residents, (d) the business activity does not generate drive-up traffic or customer or client parking, and (e) the business activity is consistent with the residential character of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners or Residents, as may be determined in the sole discretion of the Board. Furthermore, no advertising or directional signs may be placed upon the Lot or any portion of the Common Areas regarding the business activity.

**2.1.2** The terms “business” and “trade” as used in this section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity.

**2.2 Age Restriction.**

**2.2.1** Sun Lakes is intended to be operated for occupancy by persons fifty-five (55) years of age or older in accordance with The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601 et seq.), and Arizona law regarding fair housing (A.R.S. § 41-1491 et. seq.) (collectively, the “Fair Housing Acts”), which exempt “housing for older persons” from the prohibitions against discrimination based on familial status. Except as provided in Subsection 2.2.2 below, each Dwelling Unit, if occupied, must be occupied by at least one (1) person fifty-five (55) years of age or older. Except as provided in Subsection 2.2.2 below, no person under nineteen (19) years of age shall occupy or reside in a Dwelling Unit. The Board, in its sole and absolute discretion, shall have the right and power to determine when a person “occupies or resides” in a Dwelling Unit.

**2.2.2** In accordance with the Fair Housing Acts, at least eighty percent (80%) of the occupied Dwelling Units must be occupied by at least one person who is fifty-five (55) years of age or older. Accordingly, the Board, upon application, shall have the right and option, but without obligation, at the Board’s sole and absolute discretion, to permit a Dwelling Unit to be occupied by persons all of whom are under the age of fifty-five (55), but at least one of whom is forty-five (45) years of age or older, unless the granting of permission would result in fewer than eighty percent (80%) of the occupied Dwelling Units being occupied by one person fifty-five

(55) years of age or older, or considering other factors deemed appropriate by the Board, may jeopardize (whether at the time of the request or in the future) the Property's status as "housing for older persons" under the Fair Housing Acts. **Notwithstanding the foregoing, in no event shall the Board permit any person under nineteen (19) years of age to reside in a Dwelling Unit for a period of more than thirty (30) days in any twelve (12) month period.** The Board shall exercise its sole and absolute discretion based upon criteria that the Board shall determine as appropriate, including information then known to the Board concerning potential or pending changes in occupancy of other Dwelling Units within the Property, the ages of the persons requesting such permission, the proximity to age fifty-five (55) of those occupants of other Dwelling Units within the Property then under such age, and any other information known to and deemed relevant by the Board in its sole discretion. Any request submitted to the Board pursuant to this Subsection shall be a written request setting forth the names and ages of all proposed Residents of the Dwelling Unit and such other information as the Board reasonably may require. Notwithstanding the foregoing, any individual that is both an Owner and forty (40) years of age or older as of the date this Declaration is Recorded shall not be required to apply to the Board for permission to occupy his or her Dwelling Unit.

**2.2.3** Each Resident, as and when requested to do so by the Board, shall furnish the Board with the names and ages of all occupants of the Dwelling Unit and such affidavits and other documents as the Board may request to verify the age of such occupants. In the event there is a change in the occupancy of a Dwelling Unit, the Owner immediately shall notify the Board in writing of such change and comply with all rules and regulations adopted by the Board for verification of occupancy.

**2.2.4** The Board shall publish and adhere to policies and procedures to demonstrate the intent that the Property is intended and operated for occupancy by persons fifty-five (55) years of age or older. Furthermore, the Board shall comply with any rules issued by the Secretary of Housing and Urban Development for verification of occupancy. The policies and procedures shall provide for verification of Residents by reliable surveys and affidavits or other means as permitted by the Fair Housing Acts.

**2.2.5** The requirements contained in this Section 2.2 are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations now or hereafter issued therefor. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that although the Property is intended to be and that it be operated for occupancy by persons fifty-five (55) years of age or older in compliance with the Fair Housing Acts which exempt "housing for older persons" from the prohibitions against discrimination based on familial status, no representation or warranty is made that the Property complies or will comply with the Fair Housing Acts, and if for any reason the Property is deemed not in compliance with the Fair Housing Acts and therefore not exempt from the prohibitions against discrimination based on familial status, neither the Association nor its directors, officers, or agents shall have any liability in connection therewith. Anything herein contained to the contrary notwithstanding, the Board, may amend the provisions of this Section 2.2, to the extent that it deems it necessary or appropriate, without the approval of the Members, in order to comply with the exemption requirements under the Fair Housing Acts or any regulations now or hereafter issued therefor, as they may be amended from time to time, with respect to "housing for older persons."



**2.3 Animals.** No animals, birds, fowl, poultry or livestock, other than a reasonable number of domestic dogs, cats, fish and birds in cages shall be maintained on any Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. Dogs must be kept on a leash when not confined on the Owner's Lot. No Owner shall permit its dog or animal to create unsanitary conditions anywhere on the common properties. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property or street. Upon the written request of any Owner, the Board shall conclusively determine in its sole and absolute discretion, whether a particular animal or bird is a generally recognized household pet or a nuisance or whether the number of animals or birds on any such property is reasonable. The Board shall have the right to prohibit maintenance of any animal or bird which constitutes, in the opinion of the Board, a nuisance to any other Owner.

**2.4 Parking.**

**2.4.1** No camping trailer, boat trailer, travel trailer, boat, motor home, pick-up camper unit, or other recreational vehicle, towed conveyance or any vehicle that is greater in width than seven (7) feet may be stored overnight on any Lot within Sun Lakes without prior written permission of the Board. Further, none of the above shall be permanently kept, placed, maintained, constructed, reconstructed or repaired on the Common Areas, streets or on any Lot within Sun Lakes. A recreational vehicle shall be defined as any vehicle that is designed by its manufacturer to be a recreational vehicle regardless of its designation by the manufacturer and regardless of interior or exterior modifications made subsequent to manufacture. This definition shall apply to all vehicles regardless of height, weight, interior space or length. A recreational vehicle shall not be defined by any statutory definition but rather by its use in ordinary language that is to include, but not be limited to, vehicles which are designed to sleep in, eat in and be in as opposed to vehicles for traveling and transporting things or people.

**2.4.2** A van shall be considered the same as a passenger vehicle and may be parked on any Lot within Sun Lakes. Vans are generally defined as vehicles designed by the manufacturer to be utility vehicles, that is, to carry persons or property from place to place and are designed as such by the manufacturer. Any subsequent modification by another manufacturer other than the manufacturer of the chassis shall not disqualify the vehicle or change its classification to that of a recreational vehicle. Any van greater in width than seven (7) feet shall be disqualified.

**2.4.3** Golf carts are not considered recreational vehicles and may be parked on any Lot within Sun Lakes.

**2.4.4** All personal cars must be fully parked on the Owner's Lot and in a carport, garage, or on a paved or concrete driveway, except as permitted by law. Notwithstanding the foregoing, no parking shall be allowed on the patio side of a manufactured home, unless, subject to the Committee's prior written approval pursuant to Section 3.1, the patio has been converted to a second carport and a concrete driveway has been installed connecting the street to the second carport. No in-street and cul-de-sac parking will be permitted at any time except for approved deliveries, pick-ups or short-time visitors

**2.4.5** No vehicle (including, but not limited to, those enumerated in this Section 2.4) shall be constructed, reconstructed, or repaired on the Common Areas, streets or any Lot within Sun Lakes except within a garage on a Lot. No vehicles of any kind which are not in operating condition shall be parked in any unenclosed parking areas (including, but not limited to, private driveways appurtenant to a Dwelling Unit). For purposes of this Section 2.4.5, a vehicle is not in operating condition if it is not running, has a flat or missing tire for ten (10) or more days, or is not properly licensed and registered (if licensure and registration are required by law to operate the vehicle).

**2.5** **Signs.** No signs whatsoever that are Visible From Neighboring Property shall be erected or maintained on any Lot except: (a) signs required by legal proceedings and signs that must be permitted by law, (b) signs permitted by the Association Rules, and such other signs that have been approved in advance and in writing by the Board as to size, color, design, message content, and location.

**2.6** **Clothes Drying Facilities.** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any Lot, unless they are erected, placed, and maintained exclusively within a fenced yard or otherwise concealed and are not Visible From Neighboring Property.

**2.7** **Sheds; Storage.** No trailer, tent, shack, storage shed, garage, barn or any other structure shall be placed or used on a Lot either temporarily or permanently without the written consent of the Committee. No storage of any kind will be permitted under or around a Dwelling Unit or within Lot boundaries except in utility building(s) approved by the Committee in writing. No elevated tanks of any kind shall be erected, or placed, or permitted on any Lots.

**2.8** **Temporary Occupancy and Temporary Building.** No temporary or incomplete buildings or structures of any kind shall be used at any time for a residence, either temporary or permanent. No garage or accessory buildings shall be used as living quarters.

**2.9** **Nuisances; Prohibited Uses.**

**2.9.1** No use which is offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance or unreasonable source of annoyance, or which is hazardous by reason of risk of fire or explosion, or which is injurious to the reputation of any Owner, shall be permitted on any Lot. No use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception, or special use ordinance or regulation) of the United States, the State of Arizona, Maricopa County, or any other governmental entity having jurisdiction over the Property shall be conducted on any Lot.

**2.9.2** No Lot shall be used in whole or in part for the storage or placement of rubbish, trash, debris of any kind, used or new building materials (except during construction), used or new metal, trucks, automobiles or machinery in whole or in parts. No personal property, substance, thing or material shall be kept on any Lot or any part thereof that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding property Owners, or will cause the Lot or any part thereof to appear in unclean or untidy condition.

**2.9.3** No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects. Owners shall not allow any standing bodies of water to accumulate on their Lot, including, but not limited to, neglected pools, spas, or water features, that could become breeding environments for mosquitos or other insects.

**2.9.4** No outdoor burning of trash or other debris shall be permitted. This shall not prohibit the use of normal residential barbeque or other similar outside grill.

**2.9.5** Except for burglar alarms, no exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed on any Lot.

**2.9.6** Any exterior lighting erected on any Lot shall be shaded so as to not create a nuisance to the Owners of adjacent Lots.

**2.9.7** The Board shall have the right to determine, in its sole discretion, whether the provisions of this Section 2.9 have been violated. Any decision rendered by the Board shall be enforceable and be binding in the same manner as other restrictions in this Declaration.

## **2.10 Leasing.**

**2.10.1** All tenants shall be subject to the terms and conditions of the Community Documents. Each Owner shall cause his, her, or its Residents or other occupants to comply with the Community Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Residents or other occupants, notwithstanding the fact that such Residents or other occupants are also fully liable for any violation of each and all of those documents.

**2.10.2** For purposes of this Section 2.10, a lease is defined as any occupancy of the Dwelling Unit (whether or not money is exchanged) by anyone other than: (a) the Owner, (b) the Owner's spouse, (c) the Owner's or the Owner's spouse's children or parents, (d) any individuals living with the Owner who are maintaining a common household with the Owner, or (e) guests of an Owner residing with the Owner of the Lot. No Owner may lease less than his, her or its entire Lot. Within fifteen (15) days of the effective date of any new lease term or renewal term, the Owner of a leased Lot shall furnish the Board with a tenant information form (provided by the Board) certifying that the tenant has agreed to be bound by this Declaration, the Articles, the Bylaws and the rules and regulations of the Association, and that the Owner accepts responsibility for the tenant's violation of such documents. The tenant information form shall also include (i) the name and contact information for any adults occupying the Lot; (ii) the time period of the lease including the beginning and ending dates of the tenancy; (iii) a description and license plate number of the tenants' vehicles; and (iv) any other information that the Association may request by law. Upon request by the Board, the Owner, the Owner's agent, or the Owner's tenant shall show the Association a government issued identification that bears a photograph and that confirms that the tenant meets the age restrictions set forth in Section 2.2 above. The Association, or its managing agent by written resolution of the Board, may charge the Owner who leases a Lot an administrative fee of \$25.00, or such greater amount as may be permitted by law, for each new tenancy of the Lot, provided that such fee shall not be charged

for any lease renewal. Such fee shall be paid by the Owner fifteen (15) days from the post marked request, and shall be charged as an Individual Assessment against the Owner's Lot.

**2.10.3** The 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 the Community Documents.

**2.11 Party Walls (Constructed Home Areas Only).** A "Party Wall" shall mean every wall that was built as a part of the original construction (or a replacement thereof) and placed on the dividing line between separate Lots, or on the Lot setback line, in a Constructed Home Area. Each Owner of a Lot in the Constructed Home Areas shall be subject to the following restrictions and duties with respect to Party Walls:

(a) Each Owner shall have the right to use the Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment thereof. In addition, each Owner shall have a Side Yard Easement (as defined in Section 4.5) for the continued use and enjoyment of that portion of the adjoining Lot which may be located on his or her side of the Party Wall.

(b) If a Party Wall is damaged or destroyed through the act or failure to act of an Owner or any of his tenants, agents, guests or members of his or her family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to promptly rebuild and repair the Party Wall without cost to the Owner of the adjoining property.

(c) In the event any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or failure to act of an adjoining Owner, his tenants, agents, guests or family, it shall be the obligation of all Owners whose properties adjoin such Party Wall to rebuild and repair such Wall at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their respective properties on the damaged or destroyed Party Wall.

(d) Any Owner of a Lot who proposes to modify, rebuild, repair or make additions to his own residence or any structure upon his Lot in any manner which requires the extension, alteration or modification of any Party Wall, shall first obtain the written consent of the adjacent Owner, in addition to meeting the requirements of these restrictive covenants of the building codes or similar ordinances of any governmental body affected.

(e) No private agreement of any adjoining property Owners shall modify or abrogate any of these restrictive covenants nor the obligations, rights, duties and limitations set forth upon the individual Lot Owners.

**2.12 Perimeter Walls (Unit 41 Only).** A "Perimeter Wall" shall mean any wall or fence constructed on or immediately adjacent to the common boundary of a Lot in Unit 41 and Common Area or a public right-of-way. Perimeter Walls shall be maintained by the Association in accordance with specifications established by the Architectural Committee for the purpose of preserving and protecting the views from adjoining properties, except that each Owner of a Lot with a Perimeter Wall, shall remain responsible for painting and maintaining the surface of the portion of the Perimeter Wall facing his Lot and except that the Owner shall reimburse the

Association for one-half of the costs of any structural repair of that portion of the Perimeter Wall located on that Owner's property or on or near that Owner's property boundary. The Board shall have sole discretion with respect to the maintenance of the exterior surface facing the Common Area or public right-of-way and the structural repair of the Perimeter Walls. In addition, the Association shall be responsible for the maintenance of:

(i) all landscaping immediately outside the Perimeter Walls and adjoining the public right-of-way, except any maintenance assumed by any governmental entity, or by the Owner of the adjoining Lot; and

(ii) all areas immediately outside a Perimeter Wall and adjoining Common Area, except any maintenance assumed by any governmental entity, or by the Owner of the adjoining Lot.

**2.13 Window Coverings.** The Owner hereby agrees that window coverings other than those made of customary cloth, wood or other materials shall not be permitted to remain beyond 30 days after the close of escrow.

**2.14 Antennas.** Unless governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, no antenna or other device for the transmission or reception of television, internet or radio signals or any other form of electromagnetic radiation or any associated equipment shall be erected, used or maintained outdoors on any Lot or Parcel or Common Area, whether attached to a building or structure or otherwise, so as to be Visible From Neighboring Property or the street, unless approved in writing by the Committee. Any device governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, shall comply with the applicable antenna installation rules and size requirements of the Association's rules and regulations.

**2.15 Building Repair, Reconstruction and Replacement.**

**2.15.1** No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any Dwelling Unit or other structure is totally or partially damaged or destroyed by fire, Act of God, or any other cause, the Owner shall commence the repair, reconstruction, or replacement of the Dwelling Unit or other structure, subject to Subsection 2.15.2 below, if applicable, and the approvals required by Article 3, within six (6) months after occurrence of the damage or destruction, and shall complete such repair, reconstruction, or replacement within twelve (12) months, unless the Owner is prevented from doing so by an Act of God or other event beyond the Owner's control, in which case the applicable time period shall be extended by the amount of time necessitated by such event. No part of any Dwelling Unit may be used for living purposes until the entire structure is complete.

**2.15.2** When, for any reason, a manufactured home is removed from a Lot, it may be replaced with either a manufactured home or a constructed home as approved by the Committee and in compliance with all applicable building codes. Any Owner seeking to replace a manufactured home with a constructed home shall notify the Committee in writing of such Owner's intent within thirty (30) days of removal of the manufactured home and submit plans to the Committee for the constructed home within six (6) months after removal of the manufactured

home. Vacant Lots must be graded and kept in a clean, safe and neat condition free of weeds, trash and debris. If any Owner of a vacant Lot fails to grade and maintain the Lot as set forth herein, the Association may take corrective action pursuant to Section 8.3 and/or any other enforcement action authorized in the Community Documents.

**2.16 Restrictions Applicable to Constructed Homes.** In addition to the Lot use restrictions set forth in this Article 2, the Constructed Home Areas, as well as any Lot upon which a constructed home has been built as a replacement Dwelling Unit pursuant to Subsection 2.16.2, shall be subject to the Lot use restrictions set forth on Exhibit C attached to this Declaration.

**2.17 Restrictions Applicable to Manufactured Homes.** In addition to the Lot use restrictions set forth in this Article 2, the Manufactured Home Areas shall be subject to the Lot use restrictions set forth on Exhibit D attached to this Declaration.

**2.18 Variances.** The Board, in its good-faith discretion, may grant such variances of the restrictions contained in this Article 2 as it shall deem appropriate, so long as the use or condition permitted by such variance does not result, as determined by the Board in its sole discretion, in an unsafe, unsanitary, or aesthetically displeasing condition, or in a substantial departure from the common plan of development contemplated by this Declaration.

### **ARTICLE 3**

#### **ARCHITECTURAL AND LANDSCAPING CONTROL**

**3.1 Approval Required.** No Improvement that would be Visible From Neighboring Property, or that would cause any Person or thing to be Visible From Neighboring Property, shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee, which shall have the authority to regulate the external design and appearance of the Lots and all Improvements constructed, placed, or installed thereon. No addition, alteration, repair, change, or other work which in any way alters the exterior appearance of any part of a Lot, or any Improvements located thereon, which are or would be Visible From Neighboring Property (including, without limitation, any additions, exterior painting, landscaping or decorative alterations, repairs, excavation, and roof replacement) shall be made or done without the prior written approval of the Committee. Any Owner desiring approval of the Committee for the construction, installation, addition, alteration, repair, change, or replacement of any Improvement which is or would be Visible From Neighboring Property shall submit to the Committee their written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change, or other work which the Owner desires to perform. Any Owner requesting the approval of the Committee shall also submit to the Committee any additional information, plans, and specifications which the Committee may reasonably request. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Committee. Unless otherwise specifically provided in this Declaration or authorized by the Committee, work must be completed within sixty (60) days following the date of approval.

**3.2 Architectural Review Fee.** The Board shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change, or other work pursuant to this Article 3, which fee shall be payable at the time the application for approval is submitted to the Committee.

**3.3 Construction Deposit.** The Committee shall have the right to require a fully-refundable construction deposit to ensure compliance with the Declaration, compliance with the approved plans, and to protect the Association against damage to the Common Area, which deposit shall be payable at the time the application for approval is submitted to the Committee. Any such deposit shall be fully refundable to the Owner upon: (i) the completion of the Improvements in accordance with the plans and specifications approved by the Committee; and (ii) as provided by law. If an Owner or an Owner's agent causes damage to Common Area, the Association may use the construction deposit to repair the Common Area. The Association's costs of repairing Common Area beyond the construction deposit shall be paid by the Owner upon demand from the Association and any sum not paid by an Owner may be treated as an assessment, subject to lien, and collected in like manner as Assessments levied pursuant to this Declaration. Additionally, any delinquent assessments may be collected from the construction deposit.

**3.4 Owners in Good Standing.** In addition to all other requirements of this Article 3, the Committee may require that the Owner of a Lot be In Good Standing to be eligible to submit plans for Improvements, additions, alterations, repairs, changes, or other work to the Committee for approval.

**3.5 Timeline for Review.** If the Committee fails to approve or disapprove an application for approval within forty-five (45) days after an application meeting all of the requirements of this Declaration and of the Architectural Rules, together with any fee required to be paid and any additional information, plans, and specifications requested by the Committee, and any other requirements, have been submitted to the Committee, the review time will be deemed to have been extended for thirty (30) days. After the thirty (30) day extension, if the plans and specification have not been approved, the application will be deemed to have been disapproved. The approval by the Committee of any construction, installation, addition, alteration, repair, change, or other work shall not be deemed a waiver of the Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change, or other work subsequently submitted for approval.

**3.6 Review of Plans.** In reviewing plans and specifications for any construction, installation, addition, alteration, repair, change, or other work which must be approved by the Committee, the Committee, among other things, may consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography, and finish-grade elevation. The Committee may disapprove plans and specifications for any construction, installation, addition, alteration, repair, change, or other work which must be approved by the Committee pursuant to this Article 3 if the Committee determines, in its sole and absolute discretion, that:

(a) The proposed construction, installation, addition, alteration, repair, change, or other work would violate any provision of this Declaration or the Architectural Rules;

(b) The proposed construction, installation, addition, alteration, repair, change, or other work is not in harmony with existing Improvements in the Property or with Improvements previously approved by the Committee but not yet constructed;

(d) The proposed construction, installation, addition, alteration, repair, change, or other work is not aesthetically acceptable or would be detrimental to or adversely affect the appearance of the Property; or

(e) The proposed construction, installation, addition, alteration, repair, change, or other work is otherwise not in accord with the general plan of development for the Property.

The approval required by the Committee pursuant to this Article 3 shall be 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. The approval by the Committee of any construction, installation, addition, alteration, repair, change, or other work pursuant to this Article 3 shall not be deemed a warranty or representation by the Committee as to the quality of such construction, installation, addition, alteration, repair, change, or other work or that such construction, installation, addition, alteration, repair, change, or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule, or regulation.

**3.7 Architectural Committee.** The Committee shall be appointed as provided in the Bylaws. Each individual appointed to the Committee shall be a Member In Good Standing, subject to applicable law.

**3.8 Architectural Rules.** The Board may adopt, amend, and repeal architectural guidelines, standards, and procedures to be used in rendering the Committee's decisions. Such guidelines, standards, and procedures ("**Architectural Rules**") may include, without limitation, provisions regarding (a) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography, (b) placement of Dwelling Units and other buildings, (c) landscape design, content and conformance with the character of the Property and permitted and prohibited plants, (d) requirements concerning exterior color schemes, exterior finishes, and materials, (e) signage, and (f) perimeter and screen wall design and appearance. Notwithstanding anything herein to the contrary, the Architectural Rules may not conflict with this Declaration and this Declaration will prevail in the case of any conflict with the Architectural Rules.

**3.9 Decisions and Appeals.** Except as provided in this Section 3.9, the decisions of the Committee shall be final on all matters submitted to it pursuant to this Declaration. An Owner who submitted a request for approval to the Committee may, in writing, appeal the Committee's decision to the Board. The Board shall have the right, but not the obligation, to review an appeal of any decision of the Committee and the decision of the Board in all cases shall be final and binding.

**3.10 Setbacks.**

**3.10.1** Except as provided in Subsection 3.10.2 below, no permanent or temporary structure or Dwelling Unit shall be permitted to be maintained or constructed closer



than twenty (20) feet from the front of the Lot, nor closer than five (5) feet from the side of any Lot. The rear setback shall be no less than twenty-five (25) feet.

**3.10.2** With respect to Lot 69 of Unit 41 only, no permanent or temporary structure or Dwelling Unit shall be permitted to be maintained or constructed closer than fifteen (15) feet from the front of the Lot, nor closer than five (5) feet from the side of the Lot. The rear setback shall be no less than twenty (20) feet.

**3.10.3** Notwithstanding the foregoing, the Committee shall have the power to grant variances to the setback requirements, subject to any applicable permit, variance, and setback requirements of Maricopa County.

**3.11 Further Subdivision, Property Restrictions, and Rezoning.** No Lot shall be further subdivided or separated into smaller lots. Without the prior written approval of the Committee, no Owner shall do any of the following: (a) convey or transfer less than all of a Lot; (b) replat a Lot or combine a Lot with other Lots; (c) record covenants, conditions, restrictions or easements against any Lot; or (d) file any application for zoning, rezoning, variances or use permits pertaining to any Lot with any governmental entity having jurisdiction.

**3.12 Variances.** The Committee may grant variances from compliance with any provision of the Architectural Rules in circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or when circumstances such as topography, natural obstructions, economic or procedural hardship, or aesthetic or environmental considerations so require, and the Committee determines, in its reasonable discretion, that the objective of the particular requirement can still be achieved. No variance approved by the Committee shall be effective until the variance is set forth in a written document signed by or on behalf of the Committee. No variance shall amend or modify any provision of this Declaration or estop the Committee from denying a variance in other circumstances. For purpose of this Section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing shall not constitute economic or procedural hardships.

## **ARTICLE 4**

### **EASEMENTS AND RIGHTS OF ENJOYMENT OF COMMON AREA**

**4.1. Easements of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other special use fees for the use of the Common Areas or any facilities constructed thereon;

(b) The right of the Association to suspend the voting rights, right to use of the recreational facilities and other Common Areas by any Member, and any other rights incidental to Membership (including, but not limited to, the right to Committee review and approval of proposed Improvements), (i) for any period during which any Assessment against his

or her Lot remains delinquent, (ii) for a reasonable period (as determined by the Board) for any infraction of this Declaration or the Association Rules;

(c) The right of the Association to regulate the use of the Common Areas through the Association Rules and to prohibit or limit access to certain Common Areas, such as specified landscaped areas. The Association Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Common Areas for the safety and convenience of the users thereof, and otherwise shall serve to promote the best interests of the Owners and Residents;

(d) The right of the Association to grant security interests, leases, easements, and licenses affecting all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the Association;

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Members. Security interests, leases, easements, and licenses shall not be considered dedications or transfers for purposes of this Section. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded; and

(e) The right of the Association to change the use of the Common Areas, subject to the Golf Course Declaration and the Common Area Declaration.

**4.2. Delegation of Use.** Any Member may, in accordance with this Declaration and the Association Rules and the limitations therein contained, delegate his right of enjoyment in the Common Areas and facilities to the members of his or her family or his or her Residents.

**4.3. Easement for Maintenance.** Upon reasonable prior notice to the Owner of a Lot or other Resident of a Lot, except in cases of emergency, the Association shall have the right to enter upon a Lot for the purpose of carrying out its powers and duties under the Community Documents.

**4.4. Right of Entry.** Upon reasonable prior notice to the Owner or other Resident of a Lot, any authorized employee of the Association shall have the right to enter upon any Lot, except for the interior portions of any completed Dwelling Units, for the purpose of carrying out the Association's powers and duties under the Community Documents, including, but not limited to, ascertaining whether or not the provisions of this Declaration have been, or are being, complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry.

**4.5. Side Yard Easements (Constructed Home Areas Only).**

**4.5.1. Description of Easements.** The Constructed Home Areas are subject to a series of perpetual use and benefit easements over and across the side portions of the Lots for the benefit of the adjacent Lots ("**Side Yard Easement**"). On a typical Lot, the side property line is five feet beyond the Party Wall that runs from the back corner of the Dwelling Unit to the rear of the Lot. These Party Walls were built on the setback line, which is five feet from the property

line on the side of the Lot. The effect of the Side Yard Easement is to subject a portion of each Lot to a Side Yard Easement in favor of the adjacent Lot(s), but most Lots also benefit from similar Side Yard Easement over portions of the adjacent Lot(s). By way of illustration, a copy of a drawing depicting House I, House II, and Lot III is attached hereto as Exhibit E. As shown on Exhibit E a portion of the Lot upon which House II is built is subject to Side Yard Easement created for the benefit of the Lot upon which House I is built, but the Owner of House II is entitled to use a portion of the Lot upon which House III is built as shown on the drawing. Thus, the Lot upon which House II is built is a Burdened Lot with respect to one Side Yard Easement depicted on Exhibit E and a Benefitted Lot with respect to another Side Yard Easement depicted on Exhibit E.

#### **4.5.2. Use of the Side Yard Easements by Benefitted Lot Owner**

(a) The Owner of a Benefitted Lot shall have the right to enter onto the Side Yard Easement of a Burdened Lot and use the Side Yard Easement for patio, garden, recreation and drainage purposes. The Side Yard Easement may be used to locate readily moveable outdoor furniture, portable barbecue equipment or other portable items. The Owner of a Benefitted Lot shall have the exclusive right to use the Side Yard Easement on a Burdened Lot except, as provided in Subsection 4.5.2(b) and Subsection 4.5.3 below and the Owner of a Burdened Lot shall not use such Side Yard Easement or interfere with the use of the Side Yard Easement by the Owner of the Benefitted Lot. Thus, in the example attached hereto as Exhibit E, the Owner of House II would have the right to use the area depicted on Exhibit E as being for the benefit of his or her Lot even though such Side Yard Easement is located within the boundary of adjacent Lot upon which House III sits. The Owner of a Benefitted Lot shall be responsible for the upkeep and repair of the Side Yard Easement in the adjoining Burdened Lot.

(b) Without the consent of the Architectural Committee, the Side Yard Easement shall not be used for (a) any permanent installation of any kind, including but not limited to, a swimming pool, swimming pool heating or filtering equipment, spa, jacuzzi or plumbing fixtures or equipment other than sprinklers; or (b) erection or maintenance of any structure which may impede or interfere with any necessary maintenance, repair or restoration of any Party Wall. No use shall be made of the Side Yard Easement which will become an annoyance or nuisance to the Owner of the Burdened Lot. The Owner of the Benefitted Lot shall not construct a fireplace, planter box, barbeque, wall, fence, fountain or other structure which is to attach or connect to the wall of the Dwelling Unit on a Burdened Lot. Without the prior written approval of the Architectural Committee, no landscaping, fences or other Improvements shall be constructed within any Side Yard Easement.

**4.5.3 Use of Side Yard Easement by Burdened Lot Owner.** The grant of each Side Yard Easement is subject to the right of the Burdened Lot Owner to utilize the Side Yard Easement for (a) drainage from the roof of the Detached Dwelling Unit constructed on the Burdened Lot onto the Side Yard Easement; (c) maintenance, repair and replacement of the wall, and roof eaves of the Dwelling Unit constructed on the Burdened Lot and any Party Wall constructed along or within the Side Yard Easement; and (d) drainage over, across and upon the Side Yard Easement for water resulting from the normal use of the Burdened Lot. Thus, in the example attached hereto as Exhibit E, the Owner of House II would not have the right to use the area depicted on Exhibit E as being for the use of by the Owner of House I even though that Side Yard Easement is located within the boundaries of Lot upon which House II sits, except for the

uses set forth in this Subsection. The Owner of a Benefitted Lot shall construct or install any Improvements on or in the Side Yard Easement in a manner that will not impede drainage from the Burdened Lot. Except in the event of an emergency, prior to entering a Side Yard Easement for permitted maintenance purposes, the Owner of the Burdened Lot shall notify the Owner of the Benefitted Lot and shall schedule a mutually convenient time to perform said maintenance. The Owner of the Burdened Lot shall have no liability for damage to or removal of any decoration or landscaping within the Side Yard Easement which is necessarily occasioned by such repair, maintenance or restoration; provided, however, that the Owner of the Burdened Lot shall use reasonable care to avoid damage to any furniture, fixtures or equipment and landscaping within the Side Yard Easement. Without the consent of the Architectural Committee, no doors, windows or openings of any kind shall be constructed, kept or maintained in any Dwelling Unit wall which adjoins a Side Yard Easement.

**4.5.4 Approvals and Consents.** Notwithstanding anything contained herein to the contrary, the Owner of the Benefitted Lot shall not construct any Improvements on, in, or about the Side Yard Easement without the approval of the Architectural Committee to the extent such approvals are required by the Community Documents, the Benefitted Lot Owner shall also obtain whatever permits or other consents may be required by law to construct such Improvements. Without limiting the foregoing, Owners will need to obtain building permits from Maricopa County in constructing various improvements which are permitted in the Side Yard Easements, and in so doing, will need to comply with, among other things, County setback requirements, which setbacks will be from the property lines for the Lot and not from the Party Wall constructed along or within the Side Yard Easement.

**4.5.5 Indemnity.** The Owner of a Burdened Lot shall not be liable for any loss, cost, damage or expense arising out of any accident or other occurrence causing death of or injury to any person and/or damage to any property by reason of the use of any Side Yard Easement located upon the Burdened Lot, and the Owner of each adjoining Benefitted Lot agrees to indemnify and hold harmless the Owner of each adjoining Burdened Lot, its heirs, successors, and assigns, for, from, and against each and every loss, cost, damage, and expense, including attorney's fees, arising from such accident or occurrence.

**4.5.6 Appurtenant Easements.** Each Side Yard Easement shall be appurtenant to the applicable Benefitted Lot, shall run with the applicable Benefitted Lot, and shall inure to the benefit of the Owner of the applicable Benefitted Lot, its heirs, successors, and assigns. The rights and obligations of the Owner of the applicable Burdened Lot shall run with the applicable Burdened Lot and shall inure to the benefit of the Owner of the applicable Burdened Lot, its heirs, successors and assigns.

## **ARTICLE 5** **ASSOCIATION**

**5.1 Purposes.** The Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under Arizona law and all powers necessary or desirable: (a) to perform the Association's duties and obligations under the Community Documents or imposed by law; (b) to exercise the rights and powers of the Association set forth in the Community Documents; and (c) to foster and promote the common good and general

welfare of the Property, the Owners and Residents, and the surrounding community. The Association may exercise any right or privilege given to the Association expressly by the Community Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Community Documents or reasonably necessary to effectuate any such right or privilege.

**5.2 Board of Directors and Officers; Management.** The affairs of the Association shall be conducted by the Board elected in accordance with this Declaration and the Articles and Bylaws, and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. During The Board may also appoint various committees and may appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association.

**5.3 Association Rules.** By a vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations, which shall apply to, restrict, and govern, the use of any Common Areas and the Lots by any Member, Resident, or other Person, provided, however, that the Rules shall not be inconsistent with this Declaration, the Articles or Bylaws of the Association. Upon adoption, the Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

**5.4 Personal Liability.** No member of the Board or of any committee of the Association, no officer of the Association, and no manager or other employee of the Association shall be personally liable to any Member, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager, any representative or employee of the Association or any committee, committee member, or officer of the Association.

**5.5 Indemnification.** To the fullest extent permitted by law, every director and officer of the Association and every member of the Committee shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association, or on behalf of an employee or direct agent of the Association as a member of a committee or otherwise, may, in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including without limitation attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association, or any settlement thereof, whether or not he is a director, officer or member of the Committee or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, member of the Committee or other person did not act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled by law or otherwise.

**ARTICLE 6**  
**MEMBERSHIPS AND VOTING**

**6.1 Membership.** Each Owner of a Lot shall automatically be a Member of the Association. Each such Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable, and joint ownership or ownership of undivided interests in any real property which establishes a Membership shall not cause there to be more Memberships than the number established for purposes of this Section 6.1. Each Member shall have one (1) Membership for each Lot owned by such Owner within the Property as shown on any Plat.

**6.2 Right to Vote.** No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided with satisfactory proof thereof. The vote for each such Membership must be cast as a unit and fractional votes shall not be allowed. If a Membership is owned by more than one Person or entity and such Owners are unable to agree amongst themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void.

**6.3 Membership Rights.** Each Member shall have the rights, duties, and obligations set forth in this Declaration and such other rights, duties, and obligations as are set forth in the Articles and the Bylaws, as the same may be amended from time to time.

**6.4 Facilities Agreement.** Each Lot Owner must execute a facilities agreement in the form required by the Association obligating the Owner to pay all Assessments when due. The facilities agreement shall obligate the Owner to pay Assessments whether or not the Owner uses the facilities. The Owner must be joined in the facilities agreement by each and every joint or other co-Owner of the Lot.

**6.5 Transfer of Membership.** The rights and obligations of the Owner of a Membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to an Owner's Lot and then only to the transferee of ownership of the Lot. A transferor of a Lot must notify the Board of the transfer in writing, and remains liable for all obligations hereunder until the transferor so notifies the Board. A transfer of ownership to a Lot may be effectuated by deed, intestate succession, testamentary disposition, foreclosure of a mortgage or deed of trust of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of the ownership of the Lot shall operate to transfer the Membership(s) appurtenant to such Lot to the new Owner thereof.

**ARTICLE 7**  
**COVENANT FOR ASSESSMENTS AND CREATION OF LIEN**

**7.1. Creation of Lien and Personal Obligation of Assessments.** Each Owner, by becoming the Owner of a Lot, is deemed to covenant and agree to pay to the Association all Assessments, Collection Costs, and all other fees and costs which may become payable by the Owner to the Association under the Community Documents. All Assessments shall be established and collected as provided in this Declaration. Each Assessment, together with all interest thereon, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due. No Owner shall be relieved of the obligation to pay any of the Assessments by abandoning or not using his, her or its Lot or the Common Areas, or by leasing or otherwise transferring occupancy rights with respect to his, her or its Lot. However, upon transfer by an Owner of fee title to such Owner's Lot and Recording of a deed effecting transfer, such transferring Owner shall not be liable for any Assessments thereafter levied against such Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association, the Board, or the Architectural Committee to take some action or perform some function required to be taken or performed under the Community Documents.

**7.2. Annual Assessments.** The Board shall adopt a budget of the estimated Association Expenses for each fiscal year, including any contribution to be made to a reserve fund, which budget shall serve as the basis for determining the Annual Assessments for the applicable fiscal year. The Annual Assessment shall be levied at a uniform amount for each Lot. Within a reasonable period following the meeting of the Board at which it adopts the budget for the year in question, the Board shall deliver or mail to each Owner a summary of the budget and a statement of the amount of Annual Assessments to be levied against such Owner's Lot(s) for that year. In the event the Board fails to adopt a budget for any fiscal year prior to commencement of such fiscal year, then until and unless such budget is adopted, the budget (and the amount of the assessments provided for therein) for the year immediately preceding shall remain in effect. Except as provided in Section 7.6, neither the budget nor any Annual Assessment levied pursuant thereto shall be required to be approved by the Owners.

**7.3. Special Assessments.** The Association may levy against each Lot a Special Assessment for any proper Association purpose, provided, however, that such Special Assessment must be approved by a majority of the Members who are voting in person or by absentee ballot at a meeting of the Association duly called for such purpose where quorum is present.

**7.4. Enforcement Assessment.** The Association may impose against an Owner as an Enforcement Assessment any of the following: (a) Collection Costs incurred by the Association in attempting to collect assessments or other amounts payable to the Association by the Owner; (b) costs (including attorneys' fees) incurred in bringing the Lot into compliance with terms of the Community Documents; and (c) costs (including attorneys' fees) incurred as a consequence of the conduct of the Owner or Resident of the Lot, including their families, invitees and guests. The Enforcement Assessment shall be automatically imposed against an Owner at such time as the Collection Cost or other amounts are incurred by the Association.

**7.5. Due Dates.** Assessments for each fiscal year shall be due and payable as determined by the Board. Assessments shall be deemed “paid” when actually received by the Association or by its designated manager or agent (but if any Assessments are paid by check and the bank or other institution upon which such check is drawn thereafter dishonors and refuses to pay such check, those Assessments shall not be deemed “paid” and shall remain due and payable with interest accruing from the date such Assessments were originally due).

**7.6. Maximum Annual Assessment.** The Annual Assessments provided for under Section 7.2 shall not at any time exceed the “**Maximum Annual Assessment**,” as determined in accordance with this Section 7.6. Unless a greater Maximum Annual Assessment is approved by a majority of the Members who are voting in person or by absentee ballot at a meeting of the Association duly called for such purpose where quorum is present, the Maximum Annual Assessment for any fiscal year shall be equal to the Annual Assessment levied in the immediately preceding fiscal year increased by ten percent (10%). Increases in Annual Assessments shall be subject to any limitations imposed by the applicable Arizona law.

**7.7. Effect of Nonpayment of Assessments; Remedies of Association.**

**7.7.1.** The Association shall have a lien on each Lot for: (a) all Assessments levied against the Lot or the Owners, and (b) any other amounts payable to the Association pursuant to the Community Documents, subject to A.R.S. § 33-1807, as amended from time to time. Such lien shall be prior and superior to all other liens affecting the Lot in question, except (a) taxes, bonds, assessments and other levies which, by law, are superior thereto, and (b) the lien or charge of any First Mortgage made in good faith and for value. Such liens may be foreclosed in the manner provided by law for the foreclosure of mortgages. The sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer, but shall not relieve such Lot from liability for any Assessments becoming due after such sale or transfer, or from the lien thereof. The Association shall have the power to bid for any Lot at any sale to foreclose the Association's lien on the Lot, and to acquire and hold, lease, mortgage and convey the same. During the period the Lot is owned by the Association, no right to vote shall be exercised with respect to that Lot and no Assessment shall be assessed or levied on or with respect to that Lot, provided, however that the Association's acquisition and ownership of a Lot shall not be deemed to convert the same into Common Areas. Recording of this Declaration constitutes record notice and perfection of the liens established hereby, and further Recordation of any claim of a lien for Assessments or other amounts hereunder shall not be required, whether to establish or perfect such lien or to fix the priority thereof, or otherwise (although the Board shall have the option to Record written notices of claims of lien in such circumstances as the Board may deem appropriate).

**7.7.2.** The Board may invoke any or all of the sanctions provided for herein or in this Declaration, or any other reasonable sanction, to compel payment of any Assessment (or installment thereof), or any other amount payable to the Association under the Community Documents, which is not paid when due (a “**Delinquent Amount**”). Such sanctions include, but are not limited to, the following:



(a) **Interest and Late Fees.** The Board may impose late fees to the fullest extent permitted by law for payment of any Delinquent Amount that is not made within thirty (30) days of the due date, and interest in the amount of twelve percent (12%) per annum or such other amount as it determines is appropriate from time to time, subject to any limitations stated herein or imposed by law which such amounts shall be secured by the aforementioned liens;

(b) **Suspension of Rights.** The Board may suspend for the entire period during which a Delinquent Amount remains unpaid the obligated Owner's voting rights, rights to use and enjoy the Common Areas (subject to Section 4.1), and other Membership rights as provided herein, in accordance with the procedures that conform to Arizona law;

(c) **Collection of Delinquent Amount.** The Board may institute an action at law for a money judgment or any other proceeding to recover the Delinquent Amount to the fullest extent permitted by law;

(d) **Recording of Notice.** Subject to applicable law, the Board may record a notice of lien covering the Delinquent Amount plus interest and accrued collection costs as provided in this Declaration. The Board may establish a fixed fee to reimburse the Association or its representative for the cost of recording the notice, processing the delinquency, and recording a notice of satisfaction of the lien; and

(e) **Foreclosure of Lien.** The Board may foreclose the lien against the Lot in accordance with then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency).

**7.7.3.** It shall be the duty of every Owner to pay all Assessments and any other amount payable with respect to the Owner's Lot in the manner provided herein. Such Assessments and other amounts, together with interest and costs of collection as provided for herein and in this Declaration, shall, until paid, be a charge and continuing servitude and lien upon the Lot against which such Assessments and other amounts are made, provided, however, that such lien shall be subordinate to only those matters identified in this Declaration. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided for in this Declaration or the Bylaws, or otherwise available at law or in equity for the collection of all unpaid Assessments or other amounts payable to the Association, interest thereon, costs of collection thereof and reasonable collection agency fees and attorneys' fees.

**7.7.4.** The Association shall be entitled to maintain suit to recover a money judgment for unpaid Assessments and other amounts payable to the Association without a foreclosure of the lien for such Assessments, and the same shall not constitute a waiver of the lien for such Assessments or such other amounts payable to the Association.

**7.8. Reserves.** The Board shall establish and maintain reserves for the future periodic maintenance, repair, or replacement of the major components of the Common Area. The reserves may be funded from Annual Assessments, the Buyer's Capital Investment paid pursuant to Section 7.9 or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board of Directors in a separate bank account (the "**Reserve**

**Account”)** to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association.

**7.9. Buyer’s Capital Investment.** Except as provided in this Section, each Person who purchases or obtains a Lot shall pay to the Association a Buyer’s Capital Investment (“BCI”). Such payment shall become due at the close of escrow or immediately upon the transfer of title to the Lot, whichever occurs first, and shall be required upon each transfer of title to each Lot. The Board shall determine the amount of the BCI which shall not exceed 1.5 times the then-current Annual Assessment. Funds paid to the Association pursuant to this Section may be deposited in the Reserve Account and/or in a separate account to be used by the Association for payment of expenses related to the operation, maintenance, repair, improvement and replacement of Common Area or any other Association purpose. Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as advance payment of the Annual Assessment or any other Assessments levied by the Association pursuant to this Declaration. No BCI shall be payable with respect to: (a) the transfer or conveyance of a Lot by devise or intestate succession; (b) a transfer or conveyance of a Lot to a family trust, family limited partnership or other Person for bona fide estate planning purposes; and (c) a transfer or conveyance of a Lot to a corporation, partnership or other entity in which the grantor owns a majority interest unless the Board of Directors determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the fee in which event the fee shall be payable with respect to such transfer or conveyance.

## **ARTICLE 8** **MAINTENANCE**

**8.1. Common Area.** The Association, or its duly delegated representative, shall, in the exercise of its discretion, maintain and otherwise manage, all Common Areas, including, but not limited to, landscaping, walkways, parks, paths, greenbelts, medians, parking areas, drives, and other facilities. The Association shall, in the discretion of the Board:

- (a) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon Common Area;
- (b) Replace injured and diseased trees and other vegetation in any Common Area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;
- (c) Place and maintain upon any Common Area such signs as the Board may deem appropriate for the proper identification, use, and regulation thereof;
- (d) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all Common Area. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article 8 and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots having such responsibilities in exchange for the payment of such fees as the Association and Owner may agree upon. Any charges or fees to be paid by the Owner of a Lot in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall be secured by the Assessment Lien.

**8.2. Assessment of Certain Costs of Maintenance and Repair of Common Area.**

In the event that the need for maintenance or repair of Common Areas and other areas maintained by the Association is caused through the act of any Owner or Resident, or any family, guest, tenant, or invitee of any Owner or Resident, the Association shall perform the needed maintenance or repairs and the cost of such maintenance or repairs shall be an Enforcement Assessment against the offending Owner and the Owner's Lot due within thirty (30) days of notice. Notwithstanding the foregoing, prior to submitting a bill for such costs, the Board shall cause a notice to be sent to Owner specifying the maintenance or repairs and Owner shall have the right to object to his responsibility. Following the Board's consideration of such objection, the Board may absolve Owner or demand that Owner pay the bill within the thirty (30) day period provided above. The decision of the Board shall be final and binding.

**8.3. Maintenance and Use of Lots.** It shall be the responsibility of the Owners to keep their Lot neat and clean, lawn mowed, or landscaped in colored rock, or desert landscaping, or other types of landscaping deemed reasonable and compatible to surrounding Lots by the Association, and the Improvements on their Lot in a state of repair in such a way as not to destroy or impair the aesthetic qualities of Sun Lakes. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under this Declaration or the Association Rules, the Association may give notice to the offending Owner of the particular condition or conditions that exist and inform the Owner that, unless corrective action is taken within fourteen (14) days, or such other time period as may be determined by the Board, the Association may cause such action to be taken at said Owner's cost. If at the expiration of said period of time the requisite corrective action has not been taken, the Association shall be authorized and empowered to cause such action to be taken (either by undertaking such corrective actions or bringing suit to compel the offending Owner to undertake such corrective action) and the cost thereof, together with any attorney's fees or costs expended by the Association in connection therewith, shall be an Enforcement Assessment against the offending Owner and the Owner's Lot. The Association is hereby granted an easement to enter the Lot to perform such corrective action and, to the extent the Association or its agents or contractors enters the Owner's Lot to perform such corrective action, they shall not be deemed guilty of trespass. The Board may delegate any of its rights and responsibilities under this Section to a Committee appointed by the Board, or to its managing agent.

**ARTICLE 9**  
**INSURANCE**

**9.1 Scope of Coverage.** The Association shall maintain, to the extent reasonably available, the following insurance coverage:

**9.1.1** Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area and all other portions of the Property which the Association is obligated to maintain under this Declaration;

**9.1.2** Property insurance on all Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, excluding land, excavations, foundations and other items normally excluded from a property policy;

**9.1.3** Directors and officers liability insurance; and

**9.1.4** Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

**9.1.5** The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

(iii) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

(iv) A “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or the Owners; and

(v) Statement of the name of the insured as the Association.

**9.2 Certificates of Insurance.** An insurer that has issued an insurance policy under this Article shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee, or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be canceled by an Insurer until thirty (30) days after notice of the

proposed cancellation has been mailed to the Association, and each Owner, mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

**9.3 Insurance Obtained by Owners.** Each Owner shall be responsible for obtaining property insurance for his or her own benefit and at his or her own expense covering the Owner's Lot and all improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his or her expense personal liability coverage for death, bodily injury or property damage arising out of the use, ownership or maintenance of the Owner's Lot and all improvements and personal property located thereon.

**9.4 Payment of Premiums and Deductible.** The premiums for any insurance obtained by the Association pursuant to Section 9.1 of this Declaration shall be included in the budget of the Association and shall be paid by the Association. The Board shall have the authority to adopt reasonable rules and procedures for the payment of the insurance deductible.

**9.5 Payment of Insurance Proceeds.** With respect to any loss to any Common Area, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 9.6, the proceeds shall be disbursed for the repair or restoration of the damage to the Common Area.

**9.6 Repair and Replacement of Damaged or Destroyed Property.** Any Common Area that is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, (ii) Members representing at least eighty percent (80%) of the total authorized votes in the Association vote not to rebuild, or (iii) the cost of repair or replacement is in excess of insurance proceeds and reserves and the Members do not approve a Special Assessment to fund the additional cost of repair or replacement. If all of the Common Area is not repaired or replaced, insurance proceeds attributable to the damaged area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either (i) be retained by the Association as an additional capital reserve, or (ii) be used for payment of operating expenses of the Association.

## **ARTICLE 10** **AMENDMENTS**

**10.1 Amendments.** Except as otherwise specifically provided above or elsewhere in the Declaration, this Declaration may be amended at any time, without regard to whether such amendments are of uniform effect as to the Owners or the Lots, by the written approval or the affirmative vote, or any combination thereof, of a majority of Owners of the Lots within the Property, with one vote per Lot. Notwithstanding the foregoing, the Board may amend this Declaration without obtaining the approval or consent of any Owner, to (a) bring any provision hereof into compliance with applicable law; (b) satisfy the requirements of any governmental agency pertaining to lending criteria, or established as conditions for acceptability or approval of mortgages, mortgage insurance, loan guarantees or other factors; or (c) to correct any error or clarify any ambiguity. A certificate of amendment, setting forth the full amendment adopted,

duly signed and acknowledged by the President or Vice-President of the Association shall be Recorded.

**10.2 Challenge to Amendment.** Any challenge to an amendment to this Declaration for reason that the amendment was not adopted by the required number of Members or was not adopted in accordance with the procedures set forth in this Article must be made within (1) year after the Recording of the amendment.

## **ARTICLE 11** **GENERAL PROVISIONS**

### **11.1 Enforcement.**

**11.1.1** The Association or any Owner shall have the right to enforce the Community Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or Owners, provided that only the Association may take enforcement action with respect to any amounts owed to the Association under the Community Documents.

**11.1.2** This right of enforcement shall be in any manner provided for in the Community Documents or by law or in equity, including, but not limited to, an action to obtain an injunction to compel removal of any Improvements constructed in violation of this Declaration or to otherwise compel compliance with the Community Documents.

**11.1.3** Every act or omission whereby any restriction, condition, or covenant of the Community Documents is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, and whether or not any harm is caused thereby, by the Association or any Owner. Any provisions to the contrary notwithstanding, only the Association or its duly authorized agents may enforce by self-help any limitation, restrictions, covenant, condition, or obligation set forth in the Community Documents.

**11.1.4** In the event the Association acts to enforce the Community Documents, regardless of whether suit is filed, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Association's administrative costs and fees. Such attorneys' fees, costs and expenses shall be an Enforcement Assessment against the breaching Owner and the Owner's Lot. If, however, a lawsuit is filed, and the Owner is the prevailing party in such lawsuit, the Owner shall not be required to pay the Association's attorneys' fees, court costs, costs of investigation and other related expenses incurred therewith. If any lawsuit is filed by any Owner to enforce the provisions of the Community Documents or in any other manner arising out of the Community Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees incurred by the prevailing party in the action.

**11.1.5** If the Board, in its business judgment, determines to not take enforcement action in a specific situation, such enforcement shall not be required. Notwithstanding anything contained herein to the contrary, the failure by any Owner or the Association to take enforcement action or enforce any provision of the Community Documents shall not give rise to any administrative claim or legal or equitable cause of action against the Association, or any of its directors, officers, committee members, or employees, or such Owner.

## **11.2 Laws, Ordinances and Regulations.**

**11.2.1** The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Board or the Committee with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declarations shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.

**11.2.2** Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

**11.3 Notice of Violation.** The Association shall have the right to record a written notice of a violation by any Owner or Resident of any restriction or other provision of the Community Documents. The notice shall be executed by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner or Resident violating, or responsible for the violation of, the Community Documents; (ii) the legal description of the Lot against which the notice is being Recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Owner or occupant to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner and Resident, and any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, and the recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or that the violation did not exist.

**11.4 Waiver.** The waiver of or failure to enforce any breach or violation of this Declaration will not be deemed a waiver or abandonment of any provision of the Declaration or a waiver of the right to enforce any subsequent breach or violation of the Declaration. The foregoing shall apply regardless of whether any Person affected by the Declaration (or having the right to enforce the Declaration) has or had knowledge of the breach or violation.

**11.5 Joint and Several Liabilities.** In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by this Declaration shall be joint and several.

**11.6 Interpretation of the Covenants.** Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of the Community Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of the Community Documents shall be final, conclusive, and binding as to all Persons and property benefited or bound by the Community Documents.

**11.7 Severability.** Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

**11.8 Rules and Regulations.** In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not expressly inconsistent with the provisions of this Declaration.

**11.9 References to the Covenants in Deeds.** Deeds to, and instruments affecting, any Lot or any part of the Property may contain the Covenants herein set forth by reference to this Declaration, but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee/Owner or other Person claiming an interest in the Lot through any Deed or instrument and his heirs, executors, administrators, successors and assigns.

**11.10 Gender and Number.** Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders, words used in the neuter gender shall include the masculine and feminine genders, words in the singular shall include the plural, and words in the plural shall include the singular.

**11.11 Captions and Titles.** All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

**11.12 Notices.** Any written notice or other documents relating to or required by this Declaration may be delivered personally, by first class mail, certified mail, facsimile, e-mail, overnight delivery service or by any other reasonably reliable method. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows; if to the Association or the Committee, at the address of record for the Association on file with the Arizona Corporation Commission; if to an Owner, to the address of any Lot within the Property owned, in whole or in part, by the Owner or to any other address last furnished by the Owner to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

**11.13 Association's Rights and Powers as Set Forth in Articles and Bylaws.** In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws. Such rights and



powers, subject to the approval thereof by any agencies or institutions deemed necessary by the Board, may encompass any and all things which a Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration.

**11.14 Attorneys' Fees.** In the event the Association incurs legal expenses and costs, including but not limited to, attorneys' fees, in bringing claims against Owners or defending claims brought by Owners in an administrative action or proceeding, including but not limited to, proceedings before an Administrative Law Judge, or any appeal thereof, the Association shall be entitled to recover its attorneys' fees and costs from the Owner involved in the administrative proceeding if the Association is the prevailing party.

**11.15 Responsibility for Others.** Owners hereby acknowledge and agree that they are fully responsible for the actions and inactions of the Owner's family, Residents, guests, licensees, invitees, tenants, and pets. If an Owner's family, Resident, guest, licensee, invitee, tenant, or pet commits a violation of Community Documents, the Owner will be responsible in the same manner as if the Owner had committed such violation.

**11.16 Priority of Community Documents.** If a conflict exists between the provisions of the Declaration and the other Community Documents, the Declaration prevails. If a conflict exists between the provisions of the Articles and Bylaws or Rules, the Articles prevail. If a conflict exists between the provisions of the Bylaws and the Rules, the Bylaws prevail.


*[remainder of page intentionally left blank]*

**CERTIFICATION**

The undersigned President of the Association hereby attests that the foregoing Declaration was approved by not less than majority of the Lot Owners.

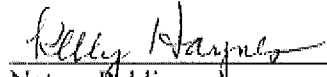
Executed this 19<sup>th</sup> day of June, 2017.

Sun Lakes Home Owners Association, #1, Inc.

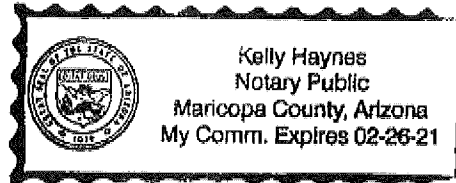
  
By: Janice Courmoyer  
Its: President

STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 19<sup>th</sup> day of June, 2017, by Janice Courmoyer, the President of Sun Lakes Home Owners Association, #1, Inc., an Arizona nonprofit corporation, for an on behalf of the corporation.

  
Notary Public

My Commission Expires: 2/26/21



## **EXHIBIT A**

### **Description of Property**

**[For Unit 1:]** Lots 1 through 234, inclusive, SUN LAKES, Unit 1, according to the plat recorded in Book 154, Page 38, records of Maricopa County, Arizona

**[For Unit 2:]** Lots 1 through 235, inclusive, SUN LAKES, Unit 2, according to the plat recorded in Book 154, Page 39, records of Maricopa County, Arizona

**[For Unit 3:]** Lots 1 through 315, inclusive, SUN LAKES, Unit 3, according to the plat recorded in Book 158, Page 37, records of Maricopa County, Arizona

**[For Unit 3A:]** Lots 1 through 52, inclusive, SUN LAKES, Unit 3A, according to the plat recorded in Book 190, Page 44, records of Maricopa County, Arizona

**[For Unit 4:]** Lots 1 through 254, SUN LAKES, Unit 4, according to the plat recorded in Book 168, Page, records of Maricopa County, Arizona

**[For Unit 4 Tract B:]** Two lots (Parcels A and B, that have been assigned lot nos. 255 and 256 by Sun Lakes Homeowners Association No. 1, SUN LAKES, Unit 4, according to the plat recorded in Book 168, Page 10, records of Maricopa County, Arizona

**[For Unit 5:]** Lots 1 through 461, inclusive, SUN LAKES, Unit 5, according to the plat recorded in 165, Page 12, records of Maricopa County, Arizona

**[For Unit 6:]** Lots 1 through 282, inclusive, SUN LAKES, Unit 6, according to the plat recorded in Book 168, Page 9, records of Maricopa County, Arizona

**[For Unit 7:]** Lots 1 through 88, inclusive, SUN LAKES, Unit 7, according to the plat recorded in Book 200, Page 3, records of Maricopa County, Arizona

**[For Unit 8:]** Lots 1 through 69, inclusive, SUN LAKES, Unit 8, according to the plat recorded in Book 197, Page 9, records of Maricopa County, Arizona

**[For Unit 9:]** Lots 1 through 76, inclusive, SUN LAKES, Unit 9, according to the plat recorded in Book 203, Page 29, records of Maricopa County, Arizona

**[For Unit 9A:]** Lots 1 through 8, inclusive, SUN LAKES, Unit 9A, according to the plat recorded in Book 113 of Maps, page 15, records of the Maricopa County, Arizona

**[For Unit 41:]** Lots 1 through 69, both inclusive, and Tracts A, B, C and D, SUN LAKES, Unit Forty-One, according to the plat recorded in Book 563 of Maps, Page 28, records of the Maricopa County, Arizona

## EXHIBIT B

### Description of Unit Declarations

(All documents are recorded in the official records of Maricopa County, Arizona)

1. A Declaration of Restrictions was recorded October 3, 1972 in Docket 9734, Page 843 (the “**Original Unit 1 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 1, according to the plat recorded in Book 154 of Maps, Page 38 (“**Unit 1**”). The Original Unit 1 Declaration was amended and/or restated six times as follows: on May 6, 1985 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19850204968; on April 17, 1989 by the document recorded at recording number 1989173839; on November 22, 1989 by the document recorded at recording number 1989540065; on September 13, 1991 by the document recorded at recording number 19910426874; on November 7, 1995 by the document recorded at recording number 19950700277; on October 30, 2015 by the document recorded at recording number 20150783475 (collectively, the amendments/restatements and the Original Unit 1 Declaration are referred to herein as the “**Unit 1 Declaration**”).
  
2. A Declaration of Restrictions was recorded October 3, 1972 in Docket 9734, Page 850 (the “**Original Unit 2 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 2, according to the plat recorded in Book 154 of Maps, Page 39 (“**Unit 2**”). The Original Unit 2 Declaration was amended and/or restated six times as follows: on May 6, 1985 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19850204967; on April 17, 1989 by the document recorded at recording number 1989173840; on November 22, 1989 by the document recorded at recording number 1989540066; on September 13, 1991 by the document recorded at recording number 19910426875; on November 7, 1995 by the document recorded at recording number 19950700278; and on November 23, 2015 by the document recorded at recording number 20150836177 (collectively, the amendments/restatements and the Original Unit 2 Declaration are referred to herein as the “**Unit 2 Declaration**”).
  
3. A Declaration of Restrictions was recorded February 5, 1972 in Docket 9986, Page 18 (the “**Original Unit 3 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 3, according to the plat recorded in Book 154 of Maps, Page 37 (“**Unit 3**”). The Original Unit 3 Declaration was amended and/or restated six times as follows: on May 6, 1985 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19850204966; on April 17, 1989 by the document recorded at recording number 1989173841; on November 22, 1989 by the document recorded at recording number 1989540067; on September 13, 1991 by the document recorded at recording number 19910426876; on November 7, 1995 by the document recorded at recording number 19950700279; and on November 23, 2015 by the document recorded at recording number 20150836180 (collectively, these amendments/restatements and the Original Unit 3 Declaration are referred to herein as the “**Unit 3 Declaration**”).

4. A Declaration of Restrictions was recorded June 21, 1977 in Docket 12278, Page 917 (the “**Original Unit 3A Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 3A, according to the plat recorded in Book 190 of Maps, Page 44 (“**Unit 3A**”). The Original Unit 3A Declaration was amended and/or restated six times as follows: on December 28, 1984 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19840557861; on April 17, 1989 by the document recorded at recording number 1989173842; on November 22, 1989 by the document recorded at recording number 1989540068; on September 13, 1991 by the document recorded at recording number 19910426877; and on November 16, 2015 by the document recorded at recording number 20150818038 (collectively, these amendments/restatements and the Original Unit 3A Declaration are referred to herein as the “**Unit 3A Declaration**”).
  
5. A Declaration of Restrictions was recorded November 26, 1973 in Docket 10410, Page 813 (the “**Original Unit 4 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 4, according to the plat recorded in Book 168 of Maps, Page 10 (“**Unit 4**”). The Original Unit 4 Declaration, only as to Lots 1-12, 29, 36, 51-63, and 217-220 (“**Unit 4 Manufactured Homes Area**”), was then amended and/or restated five times as follows: on April 17, 1989 by the document recorded at recording number 1989173843; on November 22, 1989 by the document recorded at recording number 1989540070; on September 13, 1991 by the document recorded at recording number 19910426878; on November 7, 1995 by the document recorded at recording number 19950700280; and on December 7, 2015 by the document recorded at recording number 20150865059 (collectively, these amendments/restatements, except the Unit 4 First Amendment, together with the Original Unit 4 Declaration are referred to herein as the “**Unit 4 Manufactured Homes Declaration**”).

The Original Unit 4 Declaration was amended only as to Lots 13-28, 30-35, 37-50, 64-216, and 221-254 (“**Unit 4 Constructed Homes Area**”) on December 22, 1977 by the document known as First Amendment to Sun Lakes Unit 4 Declaration of Restrictions recorded in Docket 12615, Page 1044 (the “**Unit 4 First Amendment**”). The Unit 4 First Amendment was later amended and/or restated five times as follows: on December 28, 1984 by the document recorded at recording number 1984557867; on February 4, 1986 by the document recorded at recording number 1986055613; on July 15, 1991 by a document adopted, but not recorded; on September 13, 1991 by the document recorded at recording number 19910426879; and on December 9, 2015 by the document recorded at recording number 20150871101 (collectively, these amendments/restatements identified in this paragraph, including the Unit 4 First Amendment, are referred to herein as the “**Unit 4 Constructed Homes Declaration**”).

6. A Declaration of Restrictions was recorded March 26, 1985 at recording number 1985130544 (the “**Original Unit 4 Tract B Declaration**”) establishing a general plan of development for the two Lots within Unit 4 upon Tract B, according to the plat recorded in Book 168 of Maps, Page 10 (“**Unit 4 Tract B**”). The Original Unit 4 Tract B Declaration was amended and/or restated four times as follows: on April 17, 1989 by the document recorded at recording number 1989173845; on November 22, 1989 by the document recorded at recording number 1989540071; on September 13, 1991 by the document recorded at recording number 19910426880; on November 14, 1995 by the

document recorded at recording number 19950700281; on December 1, 2015 by the document recorded at recording number 20150852653 (collectively, these amendments/restatements and the Original Unit 4 Tract B Declaration are referred to herein as the “**Unit 4 Tract B Declaration**”).

7. A Declaration of Restrictions was recorded August 20, 1973 in Docket 10275, Page 94 (the “**Original Unit 5 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 5, according to the plat recorded in Book 165 of Maps, Page 12 (“**Unit 5**”). The Original Unit 5 Declaration was amended and/or restated six times as follows: on May 6, 1985 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19850204965; on April 17, 1989 by the document recorded at recording number 1989173846; on November 22, 1989 by the document recorded at recording number 1989540072; on September 13, 1991 by the document recorded at recording number 19910426881; on November 14, 1995 by the document recorded at recording number 19950700282; and on December 16, 2015 by the document recorded at recording number 20150887297 (collectively, these amendments/restatements and the Original Unit 5 Declaration are referred to herein as the “**Unit 5 Declaration**”).
8. A Declaration of Restrictions was recorded February 6, 1976 in Docket 11533, Page 1437 (the “**Original Unit 6 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 6, according to the plat recorded in Book 168 of Maps, Page 9 (“**Unit 6**”). The Original Unit 6 Declaration was amended and/or restated five times as follows: on December 28, 1984 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19840557866; on April 17, 1989 by the document recorded at recording number 1989173847; on November 22, 1989 by the document recorded at recording number 1989540073; on July 15, 1991 by a document adopted, but not recorded; on September 13, 1991 by the document recorded at recording number 19910426882; and on December 1, 2015 by the document at recording number 20150852654 (collectively, the amendments/restatements and the Original Unit 6 Declaration are referred to herein as the “**Unit 6 Declaration**”).
9. A Declaration of Restrictions was recorded May 24, 1978 in Docket 12926, Page 1358 (the “**Original Unit 7 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 7, according to the plat recorded in Book 200 of Maps, Page 3 (“**Unit 7**”). The Original Unit 7 Declaration was amended and/or restated six times as follows: on December 28, 1984 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19840557865; on February 4, 1986 by the document recorded at recording number 1986055614; on April 17, 1989 by the document recorded at recording number 1989173848; on November 22, 1989 by the document recorded at recording number 1989540074; on July 15, 1991 by a document adopted, but not recorded; on September 13, 1991 by the document recorded at recording number 19910426883; and on October 30, 2015 by the document at recording number 20150783238 (collectively, these amendments/restatements and the Original Unit 7 Declaration are referred to herein as the “**Unit 7 Declaration**”).

10. A Declaration of Restrictions was recorded February 14, 1978 in Docket 12741, Page 41 (the “**Original Unit 8 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 8, according to the plat recorded in Book 197 of Maps, Page 9 (“**Unit 8**”). The Original Unit 8 Declaration was amended and/or restated six times as follows: on December 28, 1984 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19840557862; on February 4, 1986 by the document recorded at recording number 1986055615; on April 17, 1989 by the document recorded at recording number 1989173849; on November 22, 1989 by the document recorded at recording number 1989540075; on July 15, 1991 by a document adopted, but not recorded; on September 13, 1991 by the document recorded at recording number 19910426884; and on October 30, 2015 by the document at recording number 20150783245 (collectively, these amendments/restatements and the Original Unit 8 Declaration are referred to herein as the “**Unit 8 Declaration**”). **10/ 30/ 2015**
11. A Declaration of Restrictions was recorded September 8, 1978 in Docket 13141, Page 1400 (the “**Original Unit 9 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 9, according to the plat recorded in Book 203 of Maps, Page 29 (“**Unit 9**”). The Original Unit 9 Declaration was amended and/or restated six times as follows: on December 28, 1984 by the document known as Articles of Amendment to Declaration of Restrictions recorded at recording number 19840557863; on February 4, 1986 by the document recorded at recording number 1986055616; on April 17, 1989 by the document recorded at recording number 1989173850; on November 22, 1989 by the document recorded at recording number 1989540076; on July 15, 1991 by a document adopted, but not recorded; on September 13, 1991 by the document recorded at recording number 19910426885; and on November 23, 2015 by the document at recording number 20150836187 (collectively, these amendments/restatements and the Original Unit 9 Declaration are referred to herein as the “**Unit 9 Declaration**”).
12. A Declaration of Covenants, Conditions and Restrictions was recorded March 29, 1996 at recording number 19960213457 (the “**Original Unit 9A Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 9A, according to the plat recorded in Book 413 of Maps, Page 15 (“**Unit 9A**”). The Original Unit 9 Declaration was amended on November 4, 2015 by the document recorded at recording number 20150793358 (collectively, this amendment and the Original Unit 9A Declaration are referred to herein as the “**Unit 9A Declaration**”).
13. A Declaration of Covenants, Conditions and Restrictions was recorded June 8, 2001 at recording number 20010500073 (the “**Original Unit 41 Declaration**”) establishing a general plan of development for the subdivision known as Sun Lakes Unit 41, according to the plat recorded in Book 563 of Maps, Page 28 (“**Unit 41**”). The Original Unit 41 Declaration was amended on November 4, 2015 by the document recorded at recording number 20150793441 (collectively, this amendment and the Original Unit 41 Declaration are referred to herein as the “**Unit 41 Declaration**”).

## **EXHIBIT C**

### **Lot Use Restrictions Applicable to Constructed Homes**

#### **1. Applicable to All Constructed Home Areas**

- 1.1.** Real property shall be for residential use only and construction is restricted to one high-class, single family dwelling per Lot.
- 1.2.** All dwellings erected upon said premises shall be of new construction, and no buildings or structures shall be moved from other locations
- 1.3.** No home having less than one thousand fifty (1,050) sq. ft. of living area, exclusive of carports and porches, shall be permitted on any Lot, except as provided in Section 2.1 below.

#### **2. Applicable Only to Unit 41, Lots 1 through 68, Inclusive**

- 2.1.** No home having less than nine hundred (900) square feet of living area, exclusive of carports and porches, shall be permitted on any Lot. No two story homes shall be permitted upon any Lot.

#### **3. Applicable Only to Unit 9A**

- 3.1.** No two story homes shall be permitted upon any Lot.



## **EXHIBIT D**

### **Lot Use Restrictions Applicable to Manufactured Homes**

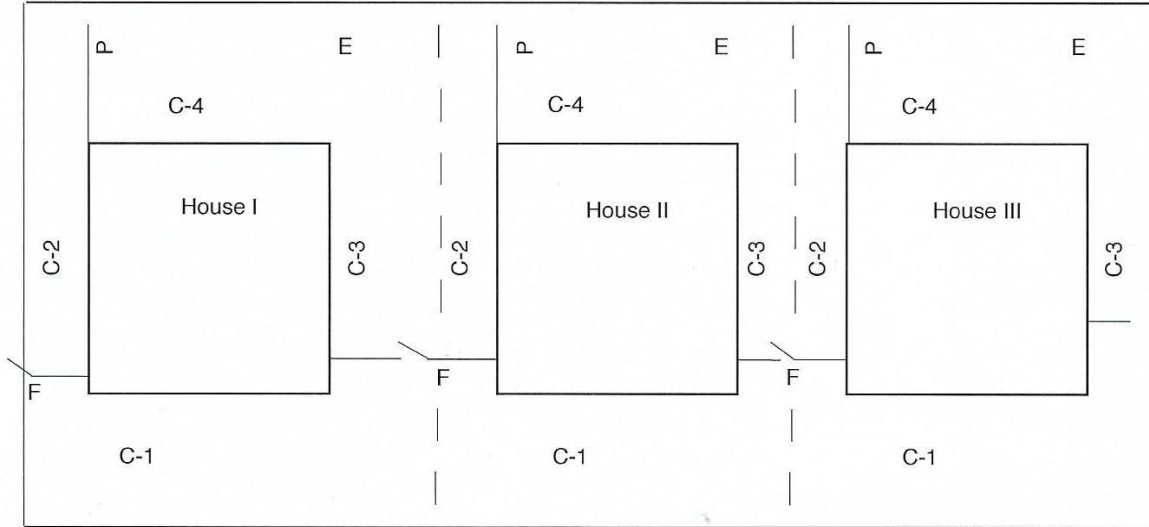
#### **1. Applicable to All Manufactured Home Areas**

- 1.1.** No manufactured home may be placed on any Lot until approved in writing by the Committee as to size, condition and appearance. Said manufactured home must have complete sanitary facilities, including among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State health requirements.
  
- 1.2.** No manufactured home having less than eight hundred (800) square feet of living area, and not less than twenty (20) feet in width for at least twenty-four (24) feet of its length, exclusive of cabanas, ramadas, awnings, porches and carports, shall be permitted on any Lot.
  
- 1.3.** Manufactured homes installed must be in compliance with the following restrictions:
  - 1.3.1.** All manufactured homes shall be single story structures.
  
  - 1.3.2.** The maximum age for a manufactured home to be installed is no older than the current year less eight years. (Example: in 1995 the oldest home allowed would be 1987, in 1996 the oldest home allowed would be 1988, and so on.) The age must be verified prior to installation by the Motor Vehicle Department title or by other documentation approved by the Committee.
  
  - 1.3.3.** Construction standards:
    - 1.3.3.1.** Approved siding – Stucco, Wood, Hardboard and Aluminum, Vinyl or Steel Lap.
    - 1.3.3.2.** Approved Roofing Material - Composition Shingle or better.
    - 1.3.3.3.** All other current restrictions (size, etc.) remain the same.
    - 1.3.3.4.** Prior to the installation of a manufactured home:
      - (a) Any manufactured home that is not new has to be freshly painted.
      - (b) The ground must be treated for termites. A copy certifying this is to be given to the Association office within thirty (30) days after the start of installation.
      - (c) The Association permit for the installation of manufactured homes must be paid to and approved by the Association.
      - (d) The Association has the right of inspection of the manufactured home prior to and during its installation.
  
- 1.4.** Manufactured homes installed must be in compliance with the following restrictions: Once work is started to either place a manufactured home on a vacant Lot or to take out a manufactured home to be replaced with another manufactured home, all work, including final landscaping, must be completed within forty-five (45) days.

- 1.5.** All manufactured homes placed on Lots in Sun Lakes shall be placed so that the floor level of the manufactured home is between twelve (12) and twenty-four (24) inches above the street curb height. Any gap between the ground level and the manufactured home must be covered or filled within three (3) months after installation of the manufactured home and the covering material must receive Committee approval.
- 1.6.** All manufactured homes must have removable hitches or tongues and any such hitches or tongues must be removed. Evaporative coolers are permitted but cannot be placed on the roof of any manufactured home or any building associated with such manufactured home.
- 1.7.** A patio awning and a carport or garage are required and must be attached directly to the Dwelling Unit unless a ramada is installed over the manufactured home and provides the equivalent appearance of a patio awning and carport. Materials used for the construction of said type appurtenances must be approved by the Committee.
- 1.8.** All Lot Owners shall install a paved driveway and a concrete patio slab within three (3) months after placing a manufactured home and other Improvements on their Lots.
- 1.9.** All manufactured homes shall be anchored in a substantial manner meeting safety standards of the Association.

# EXHIBIT E

## Side Yard Easement Illustration



### Legend

- — — — — **Property Line between Lots**
- C-1**      **Front Yard**  
**C-2**      **Side Yard Easement Area**  
**C-3**      **Side Yard**  
**C-4**      **Back Yard**  
**P**        **Party Wall (located on 5' setback line)**  
**F**        **Side Yard Fence**