

**When Recorded Return To:**

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR  
PINNACLE PEAK SHADOWS HOMEOWNERS ASSOCIATION, INC.**

This Amended and Restated Declaration Restrictions for Pinnacle Peak Shadows is adopted on the 2<sup>nd</sup> day of SEPTEMBER, 2022, by the Members of Pinnacle Peak Shadows Homeowners Association, Inc. ("Association").

**RECITALS**

WHEREAS, a certain Declaration of Restrictions was recorded on January 31, 1977 at Docket 12057, Page 51; and a Declaration Restrictions was recorded on January 18, 1978 at Docket 12661, Page 331 (collectively "Original Declaration");

WHEREAS, pursuant to Article 22 of the Declaration of Restrictions recorded on January 31, 1977 and January 18, 1978, the Owners of a majority of the Lots are granted the right to amend the Original Declaration.

WHEREAS, the Owners of the majority of the Lots voted in favor of amending the Original Declaration; and

WHEREAS, the undersigned are desirous of amending said Declaration.

NOW, THEREFORE, the undersigned Owners of a majority of the Lots of certain real property located in Maricopa County, State of Arizona, which is legally described as follows:

Lots 1-48 of Pinnacle Peak Shadows Unit I according to the Plat of record in Book 189, Page 42 and Lots 49-86 of Pinnacle Peak Shadows Unit II according to the Plat of record in Book 195, Page 49

hereby declare that all of the said real property shall be held, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any

part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## TABLE OF CONTENTS

|                    |   |          |
|--------------------|---|----------|
| <b>Article I</b>   | <b>Definitions.....</b>                           | <b>1</b> |
| <b>Article II</b>  | <b>Building.....</b>                              | <b>2</b> |
|                    | <b>A. Type.....</b>                               | <b>2</b> |
|                    | <b>B. Size.....</b>                               | <b>2</b> |
|                    | <b>C. Setback.....</b>                            | <b>2</b> |
|                    | <b>D. No Subdiving.....</b>                       | <b>3</b> |
|                    | <b>E. Heating and Air Conditioning Units.....</b> | <b>3</b> |
|                    | <b>F. Fence.....</b>                              | <b>3</b> |
|                    | <b>G. Landscaping.....</b>                        | <b>4</b> |
|                    | <b>H. Sight Distance.....</b>                     | <b>4</b> |
|                    | <b>I. Completion of Construction.....</b>         | <b>4</b> |
| <b>Article III</b> | <b>Architectural Control.....</b>                 | <b>5</b> |
|                    | <b>A. Approval Required.....</b>                  | <b>5</b> |
|                    | <b>B. Committee.....</b>                          | <b>5</b> |
|                    | <b>C. Guidelines.....</b>                         | <b>5</b> |
|                    | <b>D. Review.....</b>                             | <b>5</b> |
| <b>Article IV</b>  | <b>Use Restrictions.....</b>                      | <b>5</b> |
|                    | <b>A. Single Family Residential Use.....</b>      | <b>5</b> |
|                    | <b>B. Nuisance.....</b>                           | <b>6</b> |
|                    | <b>C. Temporary Structures.....</b>               | <b>6</b> |
|                    | <b>D. Signs.....</b>                              | <b>6</b> |
|                    | <b>E. Animals.....</b>                            | <b>6</b> |
|                    | <b>F. Lease.....</b>                              | <b>6</b> |
|                    | <b>G. Inoperable Vehicle.....</b>                 | <b>7</b> |
|                    | <b>H. Parking.....</b>                            | <b>7</b> |
|                    | <b>I. Garbage and Refuse Disposal.....</b>        | <b>7</b> |
|                    | <b>J. Oil and Mining Operations.....</b>          | <b>7</b> |
|                    | <b>K. Sex Offenders Prohibited.....</b>           | <b>7</b> |
| <b>Article V</b>   | <b>Maintenance.....</b>                           | <b>8</b> |
|                    | <b>A. Lot Maintenance.....</b>                    | <b>8</b> |
|                    | <b>B. Association Maintenance.....</b>            | <b>8</b> |
|                    | <b>C. Improper Use.....</b>                       | <b>8</b> |
| <b>Article VI</b>  | <b>Easements.....</b>                             | <b>9</b> |
|                    | <b>A. General Easements.....</b>                  | <b>9</b> |
|                    | <b>B. Drainage Easements.....</b>                 | <b>9</b> |

|  |           |
|--|-----------|
| <b>Article VII Association.....</b>                        | <b>9</b>  |
| <b>A. Association.....</b>                                 | <b>9</b>  |
| <b>B. Membership.....</b>                                  | <b>10</b> |
| <b>C. Voting.....</b>                                      | <b>10</b> |
| <b>D. Board.....</b>                                       | <b>10</b> |
| <b>E. Rules and Regulations.....</b>                       | <b>11</b> |
| <br>   |           |
| <b>Article VIII Assessments.....</b>                       | <b>11</b> |
| <b>A. Obligation to Pay Assessments.....</b>               | <b>11</b> |
| <b>B. Annual Assessment.....</b>                           | <b>12</b> |
| <b>C. Budget.....</b>                                      | <b>12</b> |
| <b>D. Purpose of Assessments.....</b>                      | <b>12</b> |
| <b>E. Date of Commencement of Annual Assessments.....</b>  | <b>12</b> |
| <b>F. Uniform Rate.....</b>                                | <b>12</b> |
| <b>G. Special Assessment for Capital Improvements.....</b> | <b>12</b> |
| <b>H. Enforcement Assessments.....</b>                     | <b>13</b> |
| <b>I. No Offsets.....</b>                                  | <b>13</b> |
| <b>J. Enforcement.....</b>                                 | <b>13</b> |
| <br>   |           |
| <b>Article IX Insurance.....</b>                           | <b>14</b> |
| <br>   |           |
| <b>Article X General Provisions.....</b>                   | <b>14</b> |
| <b>A. Enforcement.....</b>                                 | <b>14</b> |
| <b>B. Duration; Termination.....</b>                       | <b>15</b> |
| <b>C. Severability.....</b>                                | <b>16</b> |
| <b>D. Interpretation.....</b>                              | <b>16</b> |
| <b>E. Amendment.....</b>                                   | <b>16</b> |
| <b>F. Captions and Titles.....</b>                         | <b>16</b> |
| <b>G. Violation of Law.....</b>                            | <b>16</b> |
| <b>H. Gender and Number.....</b>                           | <b>16</b> |

## **Article I - Definitions**

**A. Architectural Committee** shall mean the committee created pursuant to Article III, Section B.

**B. Assessment** shall mean the Annual Assessments, Enforcement Assessment, Special Assessments, whether or not capitalized, defined and described in the Project Documents.

**C. Association** shall mean Pinnacle Peak Shadows Homeowners Association, Inc, an Arizona corporation, its successors and assigns.

**D. Board** shall mean the Board of Directors of the Association.

**E. Common Area** shall mean all real property, including improvements thereon owned by the Association for the common use and enjoyment of the Owners, which includes the landscaped areas and walkways.

**F. Improvement** shall mean any building, fence, wall or other structure or any roadway, parking area, driveway, or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

**G. Lot** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Area.

**H. Member** shall mean any person or entity entitled to membership in the Association as provided in the Declaration.

**I. Owner** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title, to any Lot which is part of the Property, including the purchaser under a contract for sale of real property, agreement for sale or other similar contract, but excluding those having such interest merely as security for the performance of an obligation.

**J. Plat** shall mean the plat for Pinnacle Peak Shadows I recorded in Book 187, Page 42 and the plat for Pinnacle Peak Shadows II recorded in Book 195, Page 49.

**K. Project Documents** shall mean the Amended and Restated Declaration of Restrictions for Pinnacle Peak Shadows, Bylaws, Articles of Incorporation, Rules and Regulations and Architectural or Design Guidelines.



**L. Property** shall mean and refer to that certain real property described in the Plat Maps and above, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

**M. Residence** shall mean any building, or portion of a building, situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence.

**N. Rules** shall mean the rules adopted by the Board pursuant to Article VII, Section E of this Declaration.

**O. Single Family** shall mean an individual living alone, group of two (2) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than two (2) persons not so related, who maintain a common household in a Residence.

## **Article II - Building**

**A. Type.** No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family Residence, not to exceed one story in height, a private garage and guest house with prior written approval of the Architectural Committee.

**B. Size.** The floor area of the Residence, exclusive of porches, garages, and patios, shall not be less than 1800 square feet. No prefabricated building or other structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon, or assembled or otherwise maintained on any Lot, except for sheds not visible above the wall and subject to such rules or guidelines as the Board may adopt from time to time.

**C. Setback.** No building shall be located on any Lot nearer to the front line than thirty-five (35) feet, and no buildings on adjacent lots shall have the same setback within two (2) feet. No building shall be located nearer than seven (7) feet to any interior lot line, nor closer than ten (10) feet to a side lot line adjacent to a street except that side yards for detached garages and other permitted accessory buildings located in the rear one-half of the lot need only conform to the requirements of Maricopa County. A garage and storage room attached to the walls of the Residence may be placed not closer than seven (7) feet to

an interior lot line and not closer than ten (10) feet to a side lot line adjacent to a street. For the purpose of this covenant, eaves, steps, open porches, and air conditioning units shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. In the event an Owner acquired a portion of any adjoining Lot or Lots, the foregoing measurements shall be made from such owner's side property lines rather than from the side lot lines indicated in said recorded map or plat.

**D. No Subdividing.** None of the Lots shall be re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lots as shown by the Plat, except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than shown on the Plat, for any one of the lots, portions of which are so conveyed or encumbered, or having a greater area than any of the lots, portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership, shall, for the purpose of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance or portions of lots for public utilities, in which event the remaining portion of any lot shall, for the purpose of this provision, be treated as a whole lot.

**E. Heating and Air Conditioning Units.** No refrigeration units or other cooling and heating units shall be on the roof of any Residence. All such units shall be ground level or inside the residence. Residences approved by the Architectural Committee that have flat roofs must have a parapet wall around the roof of the exterior of the Residence. All other roofs shall be real shakes, real shingles, masonry tile, or Bermuda roof only, and must have the prior written approval of the Architectural Committee before changing or altering the roof material.

**F. Fence.** Any fence located in front of the Residence shall have a maximum height of three (3) feet and at the side and back of the house shall be six (6) feet maximum.

All fences shall be either all block or block columns with wood fence between and must be approved before construction by the Architectural Committee.

**G. Landscaping.** Each Owner shall have planted a minimum of six (6) trees on Owner's Lot by the time they move into the Residence. All front landscaping must be pre-approved by the Architectural Committee, must be done either in desert or lawn, and must be done in a professional manner so as to enhance the beauty of the community. A landscape plan must be submitted to the Architectural Committee at the time of the approval of the house plan. No structures of any kind shall be constructed or any vegetation be planted nor allowed to grow within the drainage easements shown hereon which would impede the flow of storm waters through said drainage easements. Maintenance of the drainage facilities located within said drainage easement shall be the sole responsibility of the individual Owners.

**H. Sight Distance.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**I. Completion of Construction.** Any building in this subdivision, the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the owner to procure delivery of necessary material, or by interference by other persons or forces beyond the control of the owner to prevent completion. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

### **Article III - Architectural Control**

**A. Approval Required.** No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure has been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

**B. Committee.** The Architectural Committee shall consist of at least one Board Director, who shall be the chairperson of the committee, and such regular members and alternate members as may be determined by the Board. In the event of death or resignation of any member of the Architectural Committee, the remaining members of the Architectural Committee shall have full authority to designate a successor. Neither the members of the Architectural Committee, nor its representatives, or its successors, shall be entitled to any compensation for services performed pursuant to this covenant. The Board shall have the right to appoint and remove all regular and alternate members of the Architectural Committee, at any time, for any reason.

**C. Guidelines.** The Board shall have the right to adopt, amend or repeal by majority vote or unanimous written consent, rules and regulations which shall interpret and implement the provisions contained in this Declaration and set forth the standards and procedures for architectural control, review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, use of materials and similar features and items in accordance with this Declaration.

**D. Review.** The Architectural Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after the plans and specifications have been received by it, then related covenants shall be deemed to have been fully complied with.

### **Article IV – Use Restrictions**

**A. Single Family Residential Use.** No Lot shall be used except for residential purposes.



**B. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

**C. Temporary Structures.** No structure of a temporary character shall be used on any Lot at any time as a residence either temporarily or permanently, except a carpenter or trades-man's trailer and portable toilet while a home is being built, subject to the requirements of the Maricopa County Zoning Ordinance.

**D. Signs.** No signs whatsoever shall be erected or maintained on any Lot within Association, except those signs set forth in A.R.S. §33-1808 and as amended, which includes political signs, caution signs, "for sale" signs, "for rent" or "for lease" signs. Also, an Owner may erect or maintain on any Lot the following: (1) such signs as may be required by legal proceedings; (2) a residence identification name place; (3) a "no solicitation" sign at the front door no larger than 2 inches by 4 inches, and (4) such signs, the nature, number and location of which have been approved in writing in advance by the Board.

**E. Animals.** No animals, horses, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats, or birds as household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Owners, residents and tenants shall keep all animals on a leash when the animal is not confined in the Residence or in the yard. Owners, residents and tenants must pick up any waste from their animal(s).

**F. Lease.** No Lot shall be leased for a term of less than thirty consecutive (30) days and must be to the same individual(s). No Owner may lease less than his entire Lot. All leases must be in writing and provide that the lease is subject to the provisions of the Project Documents. Each Owner shall be responsible for and liable for all violations and acts caused by the lessee or occupant of his/her Lot. Within ten (10) business days of commencement of a lease term, the Owner shall provide the Association with the following information: a) the name of each adult tenant occupying the Lot, b) the beginning and

ending dates of the lease, and c) the make, model and plate number of the tenant's vehicles. Owner must comply with all state, city and local laws.

**G. Inoperable Vehicles.** Vehicles must be legally registered with current tags displayed on the vehicle. An inoperable vehicle must be stored in the Owner's garage, or moved from the Lot within forty-eight (48) hours.

**H. Parking.** No overnight parking for any trucks, pickup trucks, or trailers will be permitted in the street, and no vehicles other than passenger cars and pickup trucks will be parked in driveways or garages unless the owner obtains prior written approval from the Board of Directors. All trailers, boats and motorhomes, etc. will be stored completely from view of traffic to front of home by walls, and trailers will be put behind walls so they are not visible from the street, except temporarily for loading or unloading not exceeding forty-eight (48) consecutive hours unless the owner obtains prior written approval from the Board of Directors.

**I. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Items shall not be placed for bulk pickup by the City of Scottsdale more than nine (9) calendar days prior to the date of the scheduled pickup day.

**J. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in mining for oil or natural gas shall be erected, maintained or permitted upon any Lot. This paragraph is subject to such materials as may appear of record.

**K. Sex Offenders Prohibited.** Registered sexual or violent offenders who are classified as Level Two or Level Three offenders ("Registrants") under A.R.S. §13-3821 are strictly prohibited from ever occupying, whether permanently or temporarily, a Lot within the Association.

## **Article V - Maintenance**

**A. Lot Maintenance.** All Lot shall be at all times kept free of rubbish and litter. Weeds and grass shall be kept well mowed so as to present a tidy appearance. The yards and Lot in connection with all improved properties shall be at all times kept in a neat and attractive condition and shall be cultivated and planted to any extent sufficient to maintain an appearance in keeping with that of typical improved Lots in the Association. During prolonged absence, the Owner of said Lot agrees they will arrange for the care of the Lot, during such absence. In the event an Owner does not maintain Owner's Lot in a neat and proper manner, any Owner can give written notification to the Association, or directly to the Architectural Committee. If, upon investigation, the complaint is found valid, the Owner shall be notified immediately that the work will be done at Owner's expense if the condition is not corrected within thirty (30) days. If the Owner fails to take the necessary action within thirty (30) days either the Association or the Architectural Committee will then complete and bill owner for cost of the work. If the Owner fails to pay the costs, then the Association or the committee hereby has the power to collect as per Article VII. Owners must properly maintain any swimming pool located on their Lot so as to prevent any health hazards to other residents.

**B. Association Maintenance.** The Association shall maintain the Common Area, including the landscaping and the walkways. The Association shall do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance 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 grounds and landscaping within the Common Area.

**C. Improper Use.** In the event any part of the Common Area, or the Improvements is damaged or destroyed by the negligent or willful misconduct or omission of the Owner or that Owner's invitees, guests, agents, members of his family or occupants or family pets, such Owner does hereby irrevocably authorize the Association to repair or replace such damage in a good, workmanlike manner in substantial conformance with the original plans and specifications. The Owner shall then reimburse the Association in the



amount expended for such repairs. Each Owner further agrees that if the costs for the repairs or replacement are not paid within ten (10) days after completion of the work such costs shall be secured by a lien against the Owner's Lot and shall bear interest at the rate of ten percent (10%) per annum. The costs owed by said Owner shall be a debt and shall be collectible, together with attorneys' fees and court costs, by any lawful procedure allowed by the laws of the State of Arizona including foreclosing the lien.

#### **Article VI - Easements**

**A. General Easements.** Easements, as indicated upon the recorded Map of this subdivision, are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purpose intended.

**B. Drainage Easement.** Owner(s) shall not at any time fill, block, or obstruct any drainage easements and drainage structures on a Lot, nor shall any Owner cause or allow to be erected on a Lot any building or obstruction with the effect or for the purpose, directly or indirectly, of obstructing, blocking or filling any such drainage easement or drainage structure, and each Owner agrees to make and forever to repair and maintain all such drainage easements and drainage structures on Owner's Lot, making good nevertheless, at his own expense, all damage which may be caused to the said drainage easements and structures on the Property, and Owner agrees to repair at his own expense, all damage to any structure on any Lot which may be caused directly or indirectly, by his obstructing, blocking or filling any such drainage easements.

#### **Article VII – Association**

**A. Association.** This Association shall be incorporated as a non-profit corporation pursuant to the laws of Arizona, for the purposes and with such rights and obligations as are set forth below. This Declaration imposes upon the Property, covenants, conditions and restrictions which are for the purpose of protecting the value, desirability and appearance of the Property. All Property shall be held, sold, used or conveyed subject to the terms of this Declaration. The covenants, conditions and restrictions in this



Declaration run with the Property and shall be binding upon and inure to the benefit of the Owners and persons having a right, title or interest in the Property.

**B. Membership.** Membership in the Association shall be limited to the property owners of record in the Association. Each owner of record of the respective lots in the Association shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each person acquiring ownership of any Lot agrees to be bound by the provisions of the Project Documents.

**C. Voting.** The Association shall have one (1) class of voting members. All Owners shall be entitled to one (1) vote per Lot owned. When more than one person owns any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**D. Board.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as same may be amended from time to time. All Directors must be Members of the Association in good standing, including current in the payment of Assessments and other fees or charges imposed pursuant to the Project Documents and in compliance with the Project Documents. The Association shall have the power and shall undertake and perform within the Association the following duties and obligations:

(i) Plant, protect, maintain and otherwise manage the landscaping in the parks located in the streets and in any tracts, parks, pathways, walks, trails, playgrounds, Common Areas, or lands to which all the owners have access in the Association or which are for the common enjoyment and inure to the general benefit of the Owners in the Association;

(ii) Provide for the repair, maintenance, replacement and management of all private streets, alleys, pathways, walks, trails, walls, fences, berms, gateways, entrances, entrance markers, ornamental features, parks, playgrounds, swimming pools, lighting systems and other facilities of any nature, to which all Owners have access or which are for the common enjoyment and inure to the general benefit of the owners in the Association;

(iii) Carry out the duties and obligations set forth in this paragraph and those of the Architectural Committee as set forth above;

(iv) Acquire and own such real estate, together with any improvements located on it, as may be reasonably necessary in order to carry out the purposes of the Association;

(v) Pay taxes on such real estate and Improvements as may be owned by it; and pay all premiums for property, hazard and public liability insurance;

(vi) Levy and collect the assessments which are set forth below.

**E. Rules and Regulations.** By a majority 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. The Association Rules may restrict and govern the use of the Common Area and any other area within the Association including conduct upon the Lots, except as to the interior of any Residence of an Owner. The Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

#### **Article VIII - Assessments**

**A. Obligation to Pay Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) Annual Assessments, 2) Special Assessments, and 3) Enforcement Assessments. Such Assessments are established and collected as hereinafter provided. The Annual, Special and Enforcement Assessments, together with interest, costs, late fees, costs of collections, monetary penalties and all attorney fees, whether or not a lawsuit or other legal action is initiated, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees, costs of collections, charges for monetary penalties and all attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The

personal obligation for the delinquent assessments of the Owner shall not pass to his successor in title unless expressly assumed by them.

**B. Annual Assessment.** As of January 1, 2021, the maximum annual assessment shall be \$554.00 for each Lot. The maximum annual assessment may be increased each year by not more than 20% above the maximum assessment for the previous year without a vote of Members. The maximum annual assessment may be increased above 20% only by an affirmative vote of at least fifty-one percent (51%) of the Members in the Association at meeting or by absentee ballot.

**C. Budget.** The Board shall prepare and adopt a budget of the estimated expenses for the Association. Based on the budget adopted by the Board, the Board shall assess against each Lot an Annual Assessment. The Board may fix the Annual Assessment at an amount not in excess of the maximum annual assessment.

**D. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Association and for the improvement, maintenance and replacement of the Common Area and any other purposes permitted by statutes or the Declaration, Bylaws or Articles.

**E. Date of Commencement of Annual Assessments.** The Annual Assessments shall commence on the first day of each calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto, but the failure to give such notice or the Owner's failure to receive such notice shall not affect the validity of the Annual Assessment.

**F. Uniform Rate.** Both Annual Assessments and Special Assessments for capital improvements must be fixed at a uniform rate for all Lots and shall be collected on an annual or other basis as determined in the discretion of the Board of Directors.

**G. Special Assessment for Capital Improvements.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement



upon the Common Area or replacement of damaged or destroyed common elements, provided that any such assessment shall be approved by an affirmative vote of fifty-one percent (51%) of the Members at meeting or by absentee ballot.

**H. Enforcement Assessments.** The Association may assess against an Owner as an Enforcement Assessment any of the following expenses: (a) any collection costs incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Owner, (b) any attorney fees, whether or not a lawsuit is filed, incurred by the Association with respect to any violation of the Project Documents by the Owner or the Owner's lessee, occupants or invitees, (c) any monetary penalties assessed against the Owner, or (d) any amounts (other than regular assessments or special assessments) which become due and payable to the Association by the Owner or the Owner's lessees, occupants, or invitees pursuant to the Project Documents.

**H. No Offsets.** No Owner shall escape liability for the assessments which fell due while they were the Owner for any reason, including without limitation, nonuse of the Common Area, transfer or abandonment of Owner's Lot, a claim that the Association is not properly exercising its duties of maintenance of all or any portion of the Common Area, or failure to receive notice of the Assessment.

**I. Enforcement.** Any Assessment not paid within thirty (30) days after the due date shall be deemed late and shall bear interest at the rate of twelve (12%) per annum plus a late fee of \$15.00 per delinquent assessment. The Association shall have the right to enforce the provision of this Declaration. If the Owner of any Lot fails to pay an Assessment when due, the Association may enforce the payment of the assessment, or enforce the lien against the lot, by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies set forth below, the Association does not prejudice or waive its right to exercise the other remedy): (i) Bring an action at law against the owner personally obligated to pay the assessment; (ii) Foreclose the assessment lien against the Lot in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the Lot may be redeemed after a foreclosure sale as provided by law. If



any Lot subject to such assessment lien shall become subject to the lien of a purchase money or construction mortgage, the foreclosure of the assessment lien shall not affect or impair the lien of any such mortgage.

#### **Article IX - Insurance**

The Association, through its Board of Director or duly authorized agent, shall have the right and power to purchase and maintain at all times and to the extent reasonably available, such comprehensive general liability insurance coverage and property insurance on the Common Area and Residential Facilities as the Board deems desirable and necessary.

#### **Article X – General Provisions**

##### **A. Enforcement.**

1. The Association may enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien and charges now or hereafter imposed by the provisions of this Declaration or Project Documents, by the following:

a. Impose reasonable monetary penalties, after notice and opportunity to be heard is given to the Owner or other violator. An Owner shall be responsible for the payment of any monetary penalty levied or imposed against a leasee or resident of the Owner's Lot or by any guests or invitees of the Owner or any leasee or resident.

b. Suspend an Owner's right to vote.

c. Suspend any services provided by the Association to an Owner or the Owner's Lot when the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association.

d. File a suit at law or in equity to enjoin a violation of the Declaration, to compel compliance with the Declaration, to recover any monetary penalties or other money damages or to obtain such other relief as to which the Association may be entitled.

2. Any Owner shall also have the right to enforce the Project Documents.

3. All rights and remedies of the Association in the Project Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy.

4. The Association shall not be obligated to take any enforcement action if the Board determines, in its sole discretion, that because of the strength of the possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other fact(s) deemed relevant by the Board, enforcement action would not be appropriate or in the best interest of the Association.

5. The failure of the Association or Owner to take enforcement action with respect to a violation of the Project Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Project Documents in the future.

6. If the Association retains or consults with an attorney with respect to any violation of the Project Documents by the Owner of a Lot, the lessee of the Owner or a resident of an Owner's Lot, all attorneys' fees incurred by the Association shall be assessed against the Owner, whether or not a lawsuit is filed by the Association, and all such attorney fees shall be paid by the Owner to the Association on demand and shall be secured by the assessment lien as set forth in Article VIII, Section 1 of this Declaration.

7. If the Association or an Owner files a lawsuit to enforce provisions of the Declaration or in any other manner arising out of the Declaration, Articles, Bylaws or Association Rules, the prevailing party in such action shall be entitled to recover from the other party all attorney's fees and costs incurred by the prevailing party in such action.

**B. Duration; Termination.** This Declaration, which may be amended pursuant to Section E below, shall run with the land and bind the Lot and be in full force and effect in perpetuity unless terminated as provided in this Section. This Declaration may be terminated at any time, if such termination is approved by the affirmative vote or written consent, or any combination thereof, of the Owners holding ninety percent (90%) or more of the votes in the Association. If the necessary votes and consents are obtained, the Board shall cause to be recorded a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary of the Association, with their signatures acknowledged. Following the recording of a Certificate of Termination, this Declaration

shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles of Incorporation.

**C. 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 other provisions hereof.

**D. Interpretation.** Except for judicial construction, the Board of Directors shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions of this Declaration shall be final, conclusive and binding as to all persons and property that are bound by this Declaration. In the event of any conflict between this Declaration and the Articles, Bylaws or Association Rules, this Declaration shall control. In the event of any conflict between Articles and Bylaws, the Articles shall control. In the event of any conflict between the Bylaws and the Association Rules, the Bylaws shall control.

**E. Amendment.** This Declaration may be amended at any time by the affirmative vote or written consent of Owners of not less than fifty-one percent (51%) of all the Lots. Any amendment approved by the Owners shall be signed by the President or Vice President of the Association and attested by the Secretary with their signatures acknowledged and shall be recorded. Unless a later effective date is provided for in the amendment, any amendment of this Declaration shall be effective upon the recording of the amendment.

**F. 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.

**G. Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation, including zoning laws, pertaining to the ownership, occupation or use of any Lot within the Lot is hereby declared to be a violation of this Declaration and

**H. Gender and Number.** Whatever 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 used in the singular shall include the plural; and words of the plural shall include the singular.

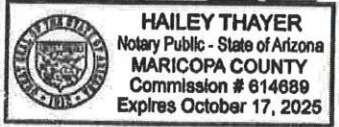
IN WITNESS WHEREOF the undersigned, hereby certify that this Declaration was duly adopted by the Owners as of this 2<sup>nd</sup> day of SEPTEMBER 2022.

BY: John G. Schuler  
President of Pinnacle Peak Shadows  
Homeowners Association, Inc.

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

This instrument acknowledged before me on this 2 day of September, 2022, by JOHN SCHULER.

My Commission expires 10/17/2025



Hailey Thayer  
Notary Public

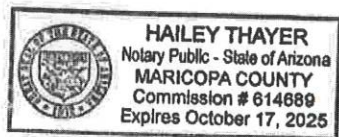
IN WITNESS WHEREOF the undersigned, hereby certify that this Declaration was duly adopted by the Owners as of this 2<sup>nd</sup> day of September, 2022.

BY: Charles J. Novak  
Secretary of Pinnacle Peak Shadows  
Homeowners Association, Inc.

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

This instrument acknowledged before me on this 2 day of September, 2022, by CHARLES NOVAK.

My Commission expires 10/17/2025



Hailey Thayer  
Notary Public