

**TONE RANCH ESTATES HOMEOWNERS ASSOCIATION  
BOARD OF DIRECTORS RESOLUTION**

WHEREAS, the Tone Ranch Estates Homeowners Association, an Arizona nonprofit corporation, pursuant to Section 11.5 of the Declaration of Covenants, Conditions and Restrictions for Tone Ranch Estates, has the right to construe and interpret the provisions of the Declaration of Covenants, Conditions and Restrictions for Tone Ranch Estates; and

WHEREAS, the Board of Directors of the Tone Ranch Estates Homeowners Association, pursuant to Section 6.2 of the Declaration of Covenants, Conditions and Restrictions for Tone Ranch Estates, has the power to give approvals or take actions for the Association unless the Association Documents specifically require a vote of the members; and

WHEREAS, the Association Documents do not specifically require a vote of the members to construe and interpret the provisions of the Declaration of Covenants, Conditions and Restrictions for Tone Ranch Estates; and

WHEREAS, there is a need for clear interpretation of Section 4.15 of the Declaration of Covenants, Conditions and Restrictions for Tone Ranch Estates; and

WHEREAS, the Board of Directors has carefully considered the recommendations of the Tone Ranch Estates Parking Committee;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors, acting on behalf of the Tone Ranch Estates Homeowners Association, hereby make the following interpretations of the Declaration of Covenants, Conditions and Restrictions for Tone Ranch Estates.

**CC&R Subsection 4.15.1**

As used in this Section 4.15, the term "Motor Vehicle" means a car, van, bus, truck, recreational vehicle, motor home, motorcycle, all-terrain vehicle, utility vehicle, pickup truck or other motor vehicle.

Interpretation: Subsection 4.15.1 defines a Motor Vehicle. The term "Motor Vehicle" applies to any self-propelled vehicle.

**CC&R Subsection 4.15.2**

No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer, or other similar equipment or vehicle may be parked, kept or stored on any Lot or the Common Area without the prior written approval of the Architectural Committee.

Interpretation: Subsection 4.15.2 applies to all equipment and vehicles designed to be pulled, towed, or otherwise moved by a Motor Vehicle or similar means. This subsection does not apply to Motor

Vehicles; however, physically attaching equipment or vehicles to a Motor Vehicle does not exempt them from this subsection.

#### CC&R Subsection 4.15.3

Except as permitted in Subsection 4.15.4 or 4.14.5, no Motor Vehicle may be parked, kept, or stored on any Lot or Common Area without the prior written approval of the Architectural Committee.

Interpretation: Subsection 4.15.3 applies only to Motor Vehicles, as defined in Subsection 4.15.1.

#### CC&R Subsection 4.15.4

Motor Vehicles owned or leased by an Owner, Lessee or Resident of a Lot must be parked in the garage of the Residential Unit unless there is insufficient space within the garage for the parking of all such Motor Vehicles, in which case such Motor Vehicles may be parked in the driveway situated on the Lot provided such Motor Vehicle do not exceed 7 feet in height and do not exceed 222 inches in length. No Motor Vehicle of any kind which exceeds seven feet in height may be stored on a Lot in such a manner as to be visible from a neighboring property. No Motor Vehicle of any kind may be stored on the Common Area. For purposes of this Subsection 4.15.4, a Motor Vehicle should be deemed stored if it is covered by a car cover, tarp, or other material. Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee, or Resident which exceed 7 feet in height and/or exceed 18 feet in length may be parked in the driveway on a Lot for the purpose of loading or unloading, but in no event shall such recreational vehicle, motor home or similar vehicle be parked in the driveway for more than twenty-four (24) consecutive hours or for more than seventy-two (72) hours within any seven (7) day period.

Interpretation: Subsection 4.15.4 identifies what is permitted for Motor Vehicles of residents. If a resident's Motor Vehicle can fit in the garage and space permits, it is required to be parked there. If the Motor Vehicle cannot fit in the garage, Motor Vehicles that are less than 7 feet tall and less than 222 inches in length may be parked in the driveway without the need for approval. Motor Vehicles that exceed the height and/or length limitations and will exceed the 24 hour per occurrence and/or the 72 hour per 7 day period limitation require prior written approval from the Architectural Review Committee (ARC).

#### CC&R Subsection 4.15.5

Motor Vehicles owned by guests of an Owner, Lessee, or other Resident may be parked in the driveway on a Lot or on a public or private street for a period not to exceed 72 hours within any seven (7) day period.

Interpretation: Subsection 4.15.5 identifies what is permitted for Motor Vehicles of guests.

CC&R Subsection 4.15.6

The Board of Directors shall have the right and power to adopt rules and regulations governing the parking of Motor Vehicles on Lots and the common Area and implementing the provision of this Section 4.15. In the event of any conflict or inconsistency between the provisions of this Section 4.15 and the rules and regulations adopted by the Board of Directors, the provisions of this Section 4.15 shall control.

Interpretation: Subsection 4.15.6 is self-explanatory.

CC&R Subsection 4.15.7

No Motor Vehicle shall be constructed, reconstructed or repaired on any Lot or Common Area in such a manner as to be visible from a neighboring property, and no inoperable vehicle may be stored or parked on any Lot or Common Area in such a manner as to be visible from a neighboring property.

Interpretation: As used in Subsection 4.15.7, an "inoperable vehicle" is a vehicle that was originally designed to be a Motor Vehicle but is no longer self-propelled.

CC&R Subsection 4.15.8

The Board shall have the right to have any Motor Vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Association Documents towed away at the sole cost and expense of the owner of the Motor Vehicle. Any expense incurred by the Association in connection with the towing of any Motor Vehicle shall be paid to the Association upon demand by the owner of the Motor Vehicle. If the Motor Vehicle is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collections of suit amounts in the same manner provided for in this Declaration for the collection of Assessment.

Interpretation: Subsection 4.15.8 is self-explanatory.


CC&R Subsection 11.9.2

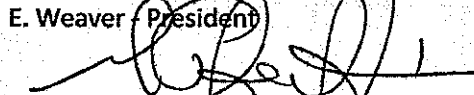
Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

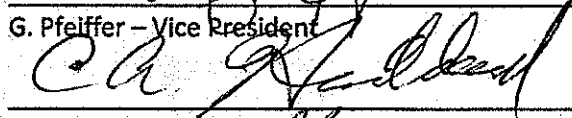
Interpretation: Subsection 11.9.2 declares property defined in Subsections 4.15.1 and 4.15.2 in violation of "any state, municipal, or local law, ordinance or regulation" within Tone Ranch Estates to be in violation of the Association Documents and thus subject to the enforcement in Subsection 4.15.8 or by any other means the Association adopts.


IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Tone Ranch Estates Homeowners Association, an Arizona nonprofit corporation, attest that the foregoing Resolution was adopted by consent of the Board of Directors at a meeting of the Board held this 4th day of June, 2012.

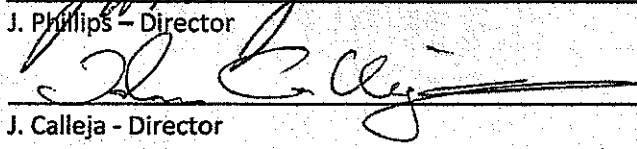
Directors:

  
E. Weaver - President

  
G. Pfeiffer - Vice President

  
C. Haddad - Director

  
J. Phillips - Director

  
J. Calleja - Director