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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SINGLETREE RANCH**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	DEFINITIONS	1
ARTICLE 2	PROPERTY AND PERSONS BOUND BY DECLARATION; ESTABLISHMENT OF GENERAL PLAN OF DEVELOPMENT.....	5
2.1	PURPOSE AND BINDING EFFECT.....	5
2.2	ANNEXATION OF ADDITIONAL PROPERTY	6
2.3	SUBDIVISION OF LOTS.....	6
ARTICLE 3	ARCHITECTURAL CONTROL	6
3.1	DESIGN REVIEW COMMITTEE.....	6
3.2	APPROVAL REQUIRED.....	7
3.3	REVIEW OF PLANS.....	7
3.4	VARIANCES.....	8
3.5	CONSTRUCTION OF IMPROVEMENTS.....	9
3.6	NO CHANGES WITHOUT APPROVAL.....	9
3.7	INTENTIONALLY OMITTED.....	9
3.8	NO WARRANTY; LIMITATION OF LIABILITY	9
3.9	IMPROVEMENTS TO AREAS OF ASSOCIATION RESPONSIBILITY	9
3.10	COMPLIANCE DEPOSIT.....	9
ARTICLE 4	EASEMENTS AND DEVELOPMENT RIGHTS	10
4.1	EASEMENTS FOR USE OF COMMON AREA	10
4.2	UTILITY AND DEVELOPMENT EASEMENTS	11
4.3	INTENTIONALLY OMITTED.....	12
4.4	EASEMENT FOR MAINTENANCE AND ENFORCEMENT	12
4.5	EASEMENTS FOR ENCROACHMENTS.....	12
ARTICLE 5	THE ASSOCIATION	12
5.1	FORMATION AND POWERS OF THE ASSOCIATION.....	12
5.2	INTENTIONALLY OMITTED.....	13
5.3	INTENTIONALLY OMITTED.....	13
5.4	IDENTITY OF MEMBERS	13
5.5	CLASSES OF MEMBERS AND VOTING RIGHTS	13
5.6	THE ASSOCIATION RULES	13
5.7	PERSONAL LIABILITY	14
5.8	CONVEYANCE, LEASE OR ENCUMBRANCE OF COMMON AREA.....	14
ARTICLE 6	COVENANT FOR ASSESSMENTS AND CREATION OF LIEN.....	14
6.1	CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS	14
6.2	REGULAR ASSESSMENTS	14

6.3	SPECIAL ASSESSMENTS	15
6.4	ENFORCEMENT ASSESSMENT	16
6.5	INTENTIONALLY OMITTED	16
6.6	ASSESSMENT PERIOD	16
6.7	RULES REGARDING BILLING AND COLLECTION PROCEDURES	16
6.8	EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION	16
6.9	PURPOSES FOR WHICH ASSOCIATION'S FUNDS MAY BE USED	18
6.10	SURPLUS FUNDS	18
6.11	INTENTIONALLY OMITTED	18
6.12	RESERVES	18
6.13	TRANSFER FEE	18
ARTICLE 7	MAINTENANCE	19
7.1	AREAS OF ASSOCIATION RESPONSIBILITY	19
7.2	LOTS	19
7.3	ASSESSMENT OF CERTAIN COSTS OF MAINTENANCE AND REPAIR	19
7.4	IMPROPER MAINTENANCE AND USE OF LOTS	19
7.5	BOUNDARY WALLS	20
7.6	MAINTENANCE OF WALLS OTHER THAN BOUNDARY WALLS	20
7.7	NUISANCES, CONSTRUCTION ACTIVITIES	21
ARTICLE 8	USE AND OCCUPANCY RESTRICTIONS	21
8.1	RESIDENTIAL USE	21
8.2	NUISANCES	22
8.3	ANIMALS	22
8.4	MACHINERY AND EQUIPMENT	23
8.5	VEHICLES AND PARKING	23
8.6	GARAGES	24
8.7	ROOFTOP HVAC EQUIPMENT SOLAR ENERGY DEVICE	24
8.8	BASKETBALL GOALS AND BACKBOARDS	25
8.9	PLAYGROUND EQUIPMENT	25
8.10	RENTAL OF LOTS	25
8.11	SCREENING MATERIALS	25
8.12	LIGHTS	25
8.13	WINDOW COVER MATERIALS	25
8.14	TRASH CONTAINERS AND COLLECTION	26
8.15	TEMPORARY OCCUPANCY AND TEMPORARY BUILDINGS	26
8.16	ANTENNAS	26
8.17	UTILITY SERVICE	26
8.18	SIGNS	26
8.19	DRAINAGE	27
8.20	FLAGS AND FLAGPOLES	27
ARTICLE 9	INTENTIONALLY OMITTED	27
ARTICLE 10	INSURANCE	27

10.1	SCOPE OF COVERAGE	27
10.2	CERTIFICATES OF INSURANCE	29
10.3	PAYMENT OF INSURANCE PROCEEDS	29
10.4	REPAIR AND REPLACEMENT OF DAMAGED OR DESTROYED PROPERTY	29
ARTICLE 11	GENERAL PROVISIONS	29
11.1	ENFORCEMENT	29
11.2	DURATION; TERMINATION	31
11.3	AMENDMENTS	31
11.4	INTERPRETATION	32
11.5	SEVERABILITY	32
11.6	CHANGE OF CIRCUMSTANCES	32
11.7	LAWS, ORDINANCES AND REGULATIONS	32
11.8	REFERENCES TO THIS DECLARATION IN DEEDS	32
11.9	GENDER AND NUMBER	33
11.10	CAPTIONS AND TITLES	33
11.11	NOTICES	33

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SINGLETREE RANCH

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Singletree Ranch (the "**Declaration**") is made effective as of the date of its recording.

INTRODUCTION

A. Singletree Ranch Homeowners Association, Inc., an Arizona nonprofit corporation (the "**Association**") was established pursuant to the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041 (collectively, the "**Original Declaration**").

B. The Association and the Owners wish to amend, consolidate and restate in its entirety the Original Declaration.

ARTICLE 1 DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article.

"Additional Property" means any real property that is adjacent to any real property that is then subject to this Declaration. Property shall be deemed adjacent if contiguous at any point or if separated only by a street, alley, right-of-way or easement.

"Affiliate" means any Person that (either directly or indirectly, through one or more intermediaries) controls, is under common control with or is controlled by, another Person, and any Person that is a director, trustee, officer, co-venturer, subsidiary or member of any of the

foregoing. For purposes of this definition, the term "control" means the direct or indirect power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Alleged Defect" means any alleged defect or deficiency in the planning, design, engineering, grading, construction or development of the Common Area or any Lot.

"Areas of Association Responsibility" means: (a) all Common Area; (b) all land, and the Improvements situated thereon, located within the boundaries of a Lot or a public right-of-way which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration, or a Supplemental Declaration, or other Recorded document executed by the Association; and (c) all land or right-of-way easements which are dedicated to the public, the City or any other governmental body or agency, but which the Association has agreed to maintain with the approval of the governmental body or agency.

"Articles" means the Articles of Incorporation of the Association, as amended from time to time.

"Assessable Lot" means a Lot which is not Exempt Property.

"Assessment" means a Regular Assessment, Special Assessment, or Enforcement Assessment.

"Assessment Lien" means the lien created and imposed by Article 6.

"Assessment Period" means the period set forth in Section 6.6.

"Association" means Singletree Ranch Homeowners Association, Inc., an Arizona nonprofit corporation, and its successors and assigns.

"Association Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association, including, but not limited to, any allocations to reserves determined by the Board to be necessary and appropriate, any funds requested by the Design Review Committee, and all other financial liabilities of the Association.

"Association Rules" means the rules adopted by the Board pursuant to Section 5.6.

"Board" or "Board of Directors" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association, as amended from time to time.

"City" means the City of Phoenix, Arizona.

"Collection Costs" means 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, monetary penalties, late fees, demand fees, interest or other amounts payable to the Association pursuant to this Declaration.

"Common Area" 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, except that Common Area shall not include any Lot the Association acquires by the foreclosure of the Assessment Lien or by any deed in lieu of foreclosure.

"Community Documents" means, collectively, this Declaration, the Articles, the Bylaws, the Association Rules and the Design Guidelines.

"Construction" means any devegetation, excavation or grading work or the construction, erection or installation of any Improvement on a Lot.

"Design Guidelines" means the procedures, standards and guidelines adopted by the Design Review Committee pursuant to Section 3.1, as amended or supplemented from time to time.

"Declaration" means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Singletree Ranch, as amended from time to time.

"Design Review Committee" means the committee created pursuant to Article 3.

"Eligible Votes" means the total votes in the Association, except for any votes allocated to Owners whose voting rights have been suspended by the Association.

"Enforcement Assessment" means an assessment levied pursuant to Section 6.4.

"Exempt Property" means all land and improvements owned by or dedicated to the City or other public or governmental agency or authority for so long as the public or governmental authority agency or authority is the owner thereof.

"First Mortgage" means any mortgage or deed of trust on a Lot which has priority over all other mortgages and deeds of trust on the same Lot.

"First Mortgagee" means the holder or beneficiary of any First Mortgage.

"Improvement" means: (a) a Residence or other building; (b) a fence or wall; (c) a swimming pool, tennis court, basketball goal, backboard or apparatus or playground equipment; (d) a road, driveway or parking area; (e) a tree, plant, shrub, grass or other landscaping improvement of any type and kind; (f) a statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind; and (g) any other structure of any type, kind or nature.

"Lessee" means the lessee or tenant under a lease, oral or written, of any Lot including an assignee of the lessee's or tenant's interest under a lease.

"Lot" means a parcel of land within the Project, whether improved or unimproved, intended for independent ownership and use and designated as a "lot" on a Plat and any Residence, building, structure or other Improvements situated thereon.

"Maintenance" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

"Member" means a Person who is a member of the Association.

"Modification" means any addition, alteration, repair, change or other work which in any way alters the exterior appearance of any Improvement located on a Lot.

"Motor Vehicle" means a car, van, sport utility vehicle, bus, truck, recreational vehicle, motor home, motorcycle, all-terrain vehicle, utility vehicle, pickup truck or other motor vehicle.

"Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include Persons having an interest in a Lot merely as security for the performance of an obligation or a Lessee. In the case of a Lot subject to a Recorded option, the optionor shall be deemed to be the Owner. Owner shall include a purchaser under a Recorded contract for the conveyance of real property subject to the provisions of Arizona Revised Statutes. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots subject to a deed of trust pursuant to Arizona Revised Statutes, the Trustor shall be deemed to be the Owner. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

"Owner's Agent" means any employee, agent, contractor or subcontractor acting on behalf of or pursuant to a contract with an Owner.

"Permitted Motor Vehicle" means a car, mini-van, sport utility vehicle, pick-up truck, motorcycle, jeep or station wagon, except for any such vehicle that is designed or used for carrying persons, merchandise, supplies or equipment for commercial purposes.

"Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, limited liability company, government, governmental subdivision or agency, or other legal or commercial entity.

"Plat" means any subdivision plat recorded against all or any part of the Project.

"Property" or "Project" means Lots 1 through 6, inclusive, and Tracts A, B, C and H, Final Plat for Singletree Ranch, according the plat recorded in the Official Records of the Maricopa County Recorder at Book 181 of Maps, Page 1, Lots 7 through 20, inclusive, and Tracts I, L, N and V, Final Plat for Singletree Ranch Unit Two, according the plat recorded in the Official Records of the Maricopa County Recorder at Book 192 of Maps, Page 25, and Lots 21 through 39, inclusive, and Tracts G, H, J, K, P, T, U and X, Final Plat for Singletree Ranch Unit Three, according the plat recorded in the Official Records of the Maricopa County Recorder at Book 203 of Maps, Page 32, together with all Improvements located thereon, and any part of the Additional Property, and all Improvements situated thereon, which is annexed and subjected to this Declaration pursuant to Section 2.2.

"Purchaser" means any Person who becomes the Owner of a Lot.

"Recording" 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.

"Regular Assessment" means any assessment levied and assessed pursuant to Section 6.2.

"Residence" means 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.

"Resident" means each natural person occupying or residing in any Residence.

"Special Assessment" means any assessment levied and assessed pursuant to Section 6.3.

"Visible From Neighboring Property" means, with respect to any given Improvement, that such Improvement is or would be visible to a natural person six (6) feet tall, standing at ground level on any part of any Lot, Common Area, any public street or other real property within or adjacent to the Project.

ARTICLE 2

PROPERTY AND PERSONS BOUND BY DECLARATION; ESTABLISHMENT OF GENERAL PLAN OF DEVELOPMENT

2.1 Purpose and Binding Effect. The Association and the Owners intend by this Declaration to impose upon the Project covenants, conditions, restrictions and easements to create a general plan of development for the Project and to provide a flexible and reasonable procedure for the administration, maintenance, preservation, use and enjoyment of the Project. All of the Project shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set forth in this Declaration which are for the purpose of protecting the value, desirability and appearance of the Project. All of the easements,

restrictions, conditions and covenants in this Declaration shall run with the Project and shall be binding upon and inure to the benefit of all Owners, Lessees and Residents and all other Persons having or acquiring any right, title or interest in the Project or any part thereof, their heirs, successors, successors in title and assigns. Each Person who acquires any right, title or interest in the Project, or any part thereof, agrees to abide by all of the provisions of the Community Documents. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Association.

2.2 Annexation of Additional Property. The Association may annex and subject all or any part of the Additional Property to this Declaration by executing and Recording a Declaration of Annexation setting forth the legal description of the Additional Property being annexed and stating that such portion of the Additional Property is annexed and subjected to this Declaration, provided the annexation is approved by Owners holding at least sixty-seven percent (67%) of the Eligible Votes, and the Declaration of Annexation is signed by the owners of fee title to the portion of the Additional Property being annexed.

2.3 Subdivision of Lots. No Owner shall further subdivide a Lot into smaller Lots or convey less than all of a Lot as shown on the recorded Plat, except for the purpose of making dedications or granting easements for roads, alleys and public utilities, provided that this restriction shall not prevent the conveyance of adjoining or contiguous Lots or parts of Lots in such a manner as create Lots of land in a common ownership having the same or greater street frontage than each Lot as shown on the recorded Plat. Thereafter, adjoining or contiguous Lots and parts thereof in such common ownership shall, for purposes of this Declaration, be considered as one Lot.

ARTICLE 3 **ARCHITECTURAL CONTROL**

3.1 Design Review Committee.

(a) A Design Review Committee will be established to perform the duties and exercise the power and authority imposed or granted to the Design Review Committee by the Community Documents. The Board shall determine the number of members of the Design Review Committee and the members of the Design Review Committee shall be appointed and removed by the Board. All approvals and disapprovals of the matters by the Design Review Committee must be in writing.

(b) The Design Review Committee may adopt, amend and repeal architectural guidelines, standards and procedures to be used in rendering its decisions. The Design Guidelines may include, without limitation, provisions regarding: (1) the size and height of Residences, buildings or other improvements; (2) architectural style or design; (3) placement of Residences and other buildings including establishing building envelopes; (4) landscaping design, content and conformance with the character of the Project and permitted and prohibited plants, trees or bushes; (5) requirements concerning exterior color schemes, exterior finishes and materials; (6) signage; (7) perimeter and screen wall design and appearance; (8)

time periods for commencement and completion of any approved Construction or Modification; and (9) rules and regulations governing construction activities; and (10) standards and procedures for submissions and approval of plans. Any repeal or amendment of the Design Guidelines must be approved by the Board.

3.2 Approval Required.

(a) No Construction or Modification shall be made or done without the prior written approval of the Design Review Committee.

(b) The Design Review Committee may exempt certain Construction or Modification from the application and approval requirements of this Article 3, provided such Construction or Modification is undertaken in strict compliance with the requirements of such exemption. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild an Improvement in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of a Residence or other building without approval so long as such activity does not affect the exterior appearance of the Residence or building.

(c) Any Owner desiring approval of the Design Review Committee for any Construction or Modification shall submit to the Design Review Committee a written request for approval specifying in detail the nature and extent of the Construction or Modification which the Owner desires to perform. The request for approval must be accompanied by plans or specifications showing the nature, kind, color, shape, height, materials and location of the Improvements and such other information as may be required by the Design Guidelines. Any Owner requesting the approval of the Design Review Committee shall also submit to the Design Review Committee any additional information, plans and specifications which the Design Review Committee may request.

(d) In the event that the Design Review Committee fails to approve or disapprove an application for approval within forty-five (45) days after the complete application, together with any fee payable pursuant to Section 3.7 and all supporting information, plans and specifications requested by the Design Review Committee, have been received by the Design Review Committee, approval will not be required, and this Section will be deemed to have been complied with by the Owner who requested approval of such plans. The approval by the Design Review Committee of any Construction or Modification shall not be deemed a waiver of the Design Review Committee's right to withhold approval of any Construction or Modification subsequently submitted for approval.

3.3 Review of Plans.

(a) In reviewing plans and specifications for any Construction or Modification, the Design Review Committee may consider any and all factors which the Design Review Committee, in its sole and absolute discretion, determines to be relevant including, but not limited to: (1) the harmony of the proposed Improvements with existing Improvements in

the Project or with Improvements previously approved by the Design Review Committee but not yet constructed; (2) the location of the proposed Improvements in relation to existing topography, finished grade elevations, roads, Common Area and other structures; (3) the exterior design, finish materials and color of the proposed Improvements; and (4) compliance of the proposed Improvements with this Declaration and the Design Guidelines. The Design Review Committee may disapprove plans and specifications for any Construction or Modification even though the plans and specifications may be in substantial compliance with this Declaration and the Design Guidelines if the Design Review Committee, determines that the proposed Construction or Modification, or some aspect or portion thereof, is undesirable or unattractive.

(b) Decisions of the Design Review Committee may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and attractiveness of certain Improvements. Each Owner agrees that the decision of the Design Review Committee shall be final on all matters submitted to it pursuant to this Declaration, subject to an appeal of the decision to the Board as provided in this Section.

(c) The approval required of the Design Review 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.

(d) All Improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations onto any Lot.

(e) Any Owner aggrieved by a decision of the Design Review Committee may appeal the Design Review Committee's decision to the Board of Directors. Any appeal to the Board of Directors shall be made in accordance with such procedures as may be adopted by the Board of Directors.

3.4 Variances. The Design Review Committee may grant variances from compliance with any provision of the Design Guidelines 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 Design Review Committee determines, that the objective of the particular requirement can still be achieved. No variance approved by the Design Review Committee shall be effective until the variance is set forth in a written document signed by or on behalf of the Design Review Committee. No variance shall amend or modify any provision of this Declaration or prevent the Design Review Committee from denying a variance in other circumstances. For purpose of this Section, the inability to obtain approval of any governmental agency or the issuance of any license or permit, or to comply with the terms of any financing shall not constitute an economic or procedural hardship.

3.5 Construction of Improvements. Upon receipt of approval from the Design Review Committee for any Construction or Modification, the Owner who had requested such approval shall proceed with the Construction or Modification approved by the Design Review Committee as soon as practicable and within such time as may be prescribed by the Design Review Committee. After commencement of the approved construction or modification, the Owner shall diligently pursue such Construction or Modification so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Design Review Committee.

3.6 No Changes Without Approval. Any Construction or Modification approved by the Design Review Committee must be done or performed in accordance with the plans and specifications approved by the Design Review Committee. No change, deletion or addition to the plans and specifications approved by the Design Review Committee may be made without the prior written approval of the Design Review Committee.

3.7 Intentionally Omitted.

3.8 No Warranty; Limitation of Liability. The approval by the Design Review Committee of any Construction or Modification shall not be deemed a warranty or representation by the Design Review Committee as to the quality of such Construction or Modification or that such Construction or Modification conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation. The Design Review Committee shall not be liable or bear any responsibility for any of the following: (a) ensuring the structural integrity, quality, soundness or workmanship of any Construction or Modification approved by the Design Review Committee, (b) ensuring compliance with building codes or other governmental requirements; or (c) ensuring that all Improvements are of comparable quality, value, size or similar design.

3.9 Improvements to Areas of Association Responsibility. If plans and specifications submitted to the Design Review Committee pertain to an Improvement which is within an Area of Association Responsibility so that the Association is responsible for the maintenance, repair and replacement of such Improvement, the Design Review Committee may condition its approval of the plans and specifications for the proposed Construction or Modification on the agreement of the Owner to reimburse the Association for the future cost of the repair, maintenance or replacement of such Improvement.

3.10 Compliance Deposit. The Design Review Committee shall have the right, on a case-by-case basis and in its sole discretion, to condition the approval by the Design Review Committee of plans submitted by an Owner, upon the receipt by Design Review Committee of a deposit (the "**Compliance Deposit**") to secure the performance of the Owner's obligations under Section 7.7 to clean up and/or remove equipment, building materials, dirt, debris and similar materials, and to protect from damage and repair any damage to improvements sustained, in connection with construction activities by or for the benefit of Owner and to ensure that the Construction or Modification will be made in accordance with the plans and specifications approved by the Design Review Committee. The Compliance Deposit shall be in

such amount as may reasonably be determined by the Design Review Committee. The Design Review Committee may apply the Compliance Deposit toward payment of any of the following: (a) any costs incurred by the Design Review Committee with respect to any construction cleanup or removal required and/or the repair or replacement of any damaged or destroyed Improvements, the cost for which the Owner is responsible under Section 7.7; (b) any costs incurred by the Design Review Committee in connection with the inspection of the Construction or Modification to ascertain whether the Construction or Modification is being made in accordance with the approved plans; and (c) any attorney fees, court costs and other costs (including, but not limited to, costs incurred to correct the violation) incurred by the Design Review Committee or the Association in connection with any violation of the Community Documents related directly or indirectly to the Construction or Modification. Following receipt by the Design Review Committee of a written request from an Owner delivered subsequent to the completion of the Construction or Modification, and following confirmation by the Design Review Committee that any necessary cleanup work or damages attributable to the Owner or the Owner's Agent has been properly performed, repaired or replaced, as applicable, that all costs attributable to the Owner in connection therewith have been paid in full and that the Construction or Modification was made in accordance with the plans and specifications approved by the Design Review Committee, the Design Review Committee shall return to such Owner the unapplied portion of the Owner's Compliance Deposit. The liability of an Owner to promptly cleanup such Owner's Lot and any surrounding area of the Project and to repair or replace any improvements damaged or destroyed by an Owner or the Owner's Agent shall not be limited to the amount of such Owner's Compliance Deposit, and in no event shall the posting of a Compliance Deposit limit or prejudice the right of the Design Review Committee or the Association to pursue any available legal remedies against the Owner or any of Owner's Agents causing the need for cleanup or causing the damage or destruction.

ARTICLE 4
EASEMENTS AND DEVELOPMENT RIGHTS

4.1 Easements for Use of Common Area.

(a) Every Owner, Lessee and Resident and their guests shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to:

(1) The right of the Association, subject to Section 5.8, to dedicate, convey, transfer, lease or encumber the Common Area; provided, however, that if access to a Lot is over any part of the Common Area, any conveyance, lease or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of the Owner, Lessees and Residents of the Lot and their guests and invitees;

(2) The right of the Board to adopt rules, regulations or policies regulating the use of the Common Area including rules,

regulations and policies limiting the number of guests who may use the Common Area and restricting or prohibiting access to such portions of the Common Area not intended for use by the Owners, Lessees or Residents, including without limitation landscaped areas and areas designated for use as natural area open space;

(3) The right of the Association to suspend the right of an Owner and such Owner's family, tenants and guests to use the Common Area (other than the right of an Owner and such Owner's family, tenants and guests to use any streets which are part of the Common Area for ingress or egress to the Owner's Lot) if such Owner is more than fifteen (15) days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Community Documents and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation;

(4) The right of the Association to rent or lease any portion of the Common Area on a short-term basis to an Owner or Resident for the exclusive use of such Owner or Residents and their guests and invitees;

(5) The right of the Association to charge reasonable admission or other fees for the use of any recreational facility or amenity situated on the Common Area;

(6) The right of the Association to permit the use of any recreational facility or amenity situated on the Common Area by Persons other than Owners or Residents and their guests upon payment of such fees as may be established by the Board; and

(7) The rights and easements, if any, reserved or granted in the deed conveying the Common Area to the Association.

(b) The right of easement and enjoyment of the Common Area may not be transferred or assigned except upon the conveyance or transfer of the Lot to which such right is appurtenant.

4.2 Utility and Development Easements. A non-exclusive, perpetual blanket easement is hereby granted over, under and through the Common Area and any public utility easements shown on any Plat for any of the following purposes: (a) installing, constructing, operating, maintaining, repairing or replacing equipment used to provide to any portion of the

Project or adjacent land any utilities (including, without limitation, water, sewer, drainage, gas, electricity, telephone, digital and other data transmission service and television service), whether public or private; and (b) ingress and egress to install, construct, operate, maintain, repair and replace such equipment. Such easement is hereby granted to any Person providing such utilities or installing, constructing, maintaining, repairing or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility shall be installed or relocated only where permitted by the Design Review Committee or, where contemplated on any site plan approved by the Design Review Committee. Equipment used to provide or meter such utilities or services may be installed above ground during periods of construction if approved by the Design Review Committee. The Person providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation and improvements to their original condition as soon as possible.

4.3 Intentionally Omitted.

4.4 Easement for Maintenance and Enforcement. The Association and its directors, officers, agents, and employees, and the Design Review Committee and its directors, officers, agents and employees are hereby granted an easement and right of access over and through any Lots (excluding the interior of any Residence) for the following purposes: (a) the exercise and discharge of their respective powers and responsibilities under the Community Documents; (b) making inspections in order to verify that all Improvements on the Lot have been constructed in accordance with the plans and specifications for such Improvements approved by the Design Review Committee and that all Improvements are being properly maintained as required by the Community Documents; (c) correcting any condition originating in a Lot or in any Common Area threatening another Lot or the Common Area; (d) performing installations or Maintenance of utilities, landscaping or other Improvements located on Areas of Association Responsibility situated within the boundaries of the Lots; and (e) correcting any condition which violates the Community Documents.

4.5 Easements for Encroachments. If any Improvement on any Lot, or Common Area now or hereafter encroaches on any other property by reason of the original construction thereof, deviations within normal construction tolerances in the Maintenance of any Improvement or the settling or shifting of any land or Improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching Improvement shall also have an easement for the limited purpose of Maintenance of the encroaching Improvement. This easement does not relieve any Owner or any other Person from liability for such Owner's or other Person's gross negligence or willful misconduct.

ARTICLE 5 THE ASSOCIATION

5.1 Formation and Powers of the Association.

(a) The Association shall be an Arizona nonprofit corporation. 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 to do any of the following: (1) perform the Association's duties and obligations under the Community Documents or imposed by law; (2) exercise the rights and powers of the Association set forth in the Community Documents; and (3) foster and promote the common good and general welfare of the Project, the Owners, Residents and Lessees, 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. The Association shall be managed by a Board of Directors. The members of the Board shall be elected by the Owners in accordance with the Articles and Bylaws. The Association shall not be dissolved unless another entity has agreed to assume the operation and maintenance responsibilities of the Association under the Community Documents.

(b) The Association may create profit or nonprofit subsidiaries which may be tax-exempt organizations and delegate to such subsidiaries portions of the powers and authority of the Association under the Community Documents. The Association may engage in activities to benefit persons other than Owners, Lessees and Residents and may operate, manage and maintain property not owned by the Association (including, without limitation, property dedicated to public use) if the Association determines in its discretion that such action confers some benefit upon the Project.

5.2 Intentionally Omitted.

5.3 Intentionally Omitted.

5.4 Identity of Members. The members of the Association shall be Owners of the Lots. All Owners of Lots shall be mandatory members of the Association. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be limited to the Owners of Lots.

5.5 Classes of Members and Voting Rights. The Association shall have the following one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each Lot owned by such Member.

5.6 The Association Rules. The Board may adopt, amend and repeal rules and regulations pertaining to any of the following: (a) the management, operation and use of the Areas of Association Responsibility including, but not limited to, any recreational facilities situated upon the Areas of Association Responsibility; and (b) minimum standards for the Maintenance of Lots. In the event of any conflict or inconsistency between the provisions of

this Declaration and the Association Rules, the provisions of this Declaration shall prevail. The Association Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration.

5.7 Personal Liability. No director, officer, employee or agent of the Association or the Design Review Committee or of any committee of the Association, and no other Person acting on behalf of the Association or the Design Review Committee shall be personally liable to any Person for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence in the discharge of such Person's duties and responsibilities under the Community Documents provided such Person acted in good faith.

5.8 Conveyance, Lease or Encumbrance of Common Area. The Association may dedicate parts of the Common Area to the City or any public agency, authority or utility for such purposes and subject to such conditions as the Board may determine to be in the best interests of the Project. The Association may convey portions of the Common Area for the purpose of adjusting the boundary lines between the Common Area and adjoining Lots or dedicated rights-of-way. The Association may grant permits, licenses and easements on, over, under and through the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project. The Association may lease all or any part of the Common Area for such purposes and on such terms and conditions as the Board determines to be necessary or desirable; provided, however, that any lease entered in to must be approved by Owners entitled to cast more than fifty percent (50%) of the Eligible Votes. The Common Area shall not be mortgaged or conveyed by the Association without the prior written consent or affirmative vote of Members holding at least sixty-seven percent (67%) of the Eligible Votes.

ARTICLE 6

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

6.1 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. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them. No Owner shall be exempt from liability for Assessments because of such Owner's non-use of the Common Area, abandonment of such Owner's Lot or other circumstance. The obligation to pay Assessments is a separate and independent obligation on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association, the Board or the Design Review Committee to take some action or perform some function required of them.

6.2 Regular Assessments.

(a) At least thirty (30) days prior to the commencement of each Assessment Period, the Board shall prepare and adopt a budget (the "**Budget**") of the estimated Association Expenses for the next Assessment Period, including any contribution to be made to a reserve fund. The Budget shall also reflect the sources and estimated amount of funds required to pay such Association Expenses, which sources may include any surplus to be applied from prior years, any income expected from sources other than Assessments and the amount to be generated through Assessments against the Lots.

(b) Concurrently with the adoption of the Budget, the Board shall determine the amount of the Regular Assessment for each Assessable Lot. The Regular Assessment shall be the same amount for each Assessable Lot. The amount of the Regular Assessment for an Assessment Period for each Assessable Lot shall be calculated by dividing the Budget amount for the applicable Assessment Period, which Budget amount shall be based on the completed Project, by the total number of Lots within the Property and the number of Lots reasonably estimated by the Board to be included in the Annexable Property. The amount of increase, if any, in the Regular Assessment from one Assessment Period to the next Assessment Period shall be subject to such limitations as may be imposed by Arizona law, but in no event may the Regular Assessment be more than five percent (5%) higher than that of the immediately preceding year.

(c) The Board shall give notice of the Regular Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Regular Assessment established by the Board nor relieve any Owner from its obligation to pay the Regular Assessment. If the Board fails to adopt a Budget for any Assessment Period, then until and unless such Budget is adopted and a Regular Assessment is levied by the Board for such Assessment Period, the amount of the Regular Assessment for the immediately preceding Assessment Period shall remain in effect.

(d) If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will, become inadequate to meet all Association Expenses for any reason, including, without limitation, nonpayment of Assessments, the Board may amend the Budget and increase the Regular Assessment for that Assessment Period and the revised Regular Assessment shall commence on the date designated by the Board.

6.3 Special Assessments. The Association may levy against each Assessable Lot a Special Assessment for the purpose of obtaining funds to pay the cost of any construction, reconstruction, repair or replacement of an Improvement upon the Common Area (including fixtures and personal property related thereto), or to pay unbudgeted expenses or expenses in excess of the amount budgeted. The Special Assessment shall be the same amount for each Assessable Lot. Any Special Assessment must be approved by Members holding at least sixty-seven percent (67%) of the votes cast with respect to the proposed Special Assessment. The presence in person or by absentee ballot of Members holding more than fifty percent (50%) of the Eligible Votes shall constitute a quorum for any vote with respect to a proposed Special Assessment.

6.4 Enforcement Assessment. The Association may impose against an Owner as an Enforcement Assessment any Collection Costs incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Owner; and any monetary penalties levied against the Owner. 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 or, in the case of a monetary penalty, the date the monetary penalty is imposed on the Owner by the Board.

6.5 Intentionally Omitted.

6.6 Assessment Period. The period for which the Regular Assessments shall be levied shall be the calendar year. The Board in its sole discretion from time to time may change the Assessment Period, including the Assessment Period for Additional Property.

Notwithstanding anything stated to the contrary herein, upon annexation of any Additional Property, unless otherwise provided in the Declaration of Annexation, the Owners of Lots within the annexed Additional Property shall have no obligation to pay Assessments until the first Lot within the annexed Additional Property is conveyed to a Purchaser, or the first Common Area tract within the annexed Additional Property is transferred to and accepted for maintenance by the Association, whichever is earlier.

6.7 Rules Regarding Billing and Collection Procedures. Regular Assessments shall be collected on a monthly basis or such other basis as may be selected by the Board. Special Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration. The failure of the Association to send a bill to an Owner shall not relieve any Owner of such Owner's liability for any Assessment or charge under this Declaration. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period, but successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners.

6.8 Effect of Nonpayment of Assessments; Remedies of the Association.

(a) Any Assessment, or any installment of an Assessment, not paid within fifteen (15) days after the Assessment, or the installment of the Assessment, first became due shall bear interest from the due date at the rate of ten percent (10%) per annum or such other rate of interest as may be established by the Board from time to time. In addition, the Board may establish a late fee to be charged to any Owner who has not paid any Assessment, or any installment of an Assessment, within fifteen (15) days after such payment was due.

(b) The Association shall have a lien on each Lot for any Assessment levied against that Lot from the time the Assessment becomes due and for charges for late payment

of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments. The Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may be foreclosed in the same manner as a mortgage on real estate. Fees, charges, late charges, monetary penalties and interest charged pursuant to Arizona Revised Statutes, other than charges for late payment of Assessments, are not enforceable as Assessments under this Section 6.8. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment of the Assessment becomes due. The Association has a lien for fees, charges, late charges (other than charges for late payment of Assessments), monetary penalties or interest charged pursuant to Arizona Revised Statutes after the entry of a judgment in a civil suit for those fees, charges, late charges, monetary penalties or interest from a court of competent jurisdiction and the Recording of that judgment, as otherwise provided by law. The Association's lien for monies other than for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may not be foreclosed and is effective only on conveyance of any interest in the Lot. The recording of this Declaration constitutes record notice and perfection of the Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments, and no further recordation of any claim of lien shall be required. Although not required in order to perfect the Association's lien, the Association shall have the right but not the obligation, to record a notice setting forth the amount of any delinquent Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments which are secured by the Association's lien. If the Association records a notice of lien, the Association may charge the Owner of the Lot against which the Notice of Lien is Recorded a lien fee in an amount established from time to time by the Board.

(c) The Assessment Lien shall have priority over all liens or claims except for: (1) liens and encumbrances Recorded before the Recording of this Declaration; (2) liens for real estate taxes and other governmental assessments and charges; and (3) the lien of any First Mortgage or seller's interest in a first contract for sale recorded prior to the Assessment Lien. Any First Mortgagee or any other Person acquiring title or coming into possession of a Lot through foreclosure of the First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure shall acquire title free and clear of any claims for unpaid assessments and charges against the Lot which became payable prior to the acquisition of such Lot by the First Mortgagee or other Person. Any Assessments and charges against the Lot which accrue prior to such sale or transfer shall remain the obligation of the defaulting Owner of the Lot.

(d) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments and any other sums due to the Association in any manner allowed by law including, but not limited to: (1) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments and such action may be brought without waiving the Assessment Lien; or (2) bringing an action to foreclose the Assessment Lien against the Lot

in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

6.9 Purposes for which Association's Funds May Be Used. The Association may use all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the purpose of any of the following: (a) discharging and performing the Association's duties and obligations under the Community Documents or applicable law; (b) exercising the rights and powers granted to the Association by the Community Documents or applicable law; (c) providing for promotion activities and services the Board deems appropriate, necessary or desirable to foster or promote the common good and general welfare of the Project and the Owners, Lessees and Residents; (d) contracting for services (including, without limitation, cable television) to be provided to Owners, Lessees and Residents; (e) providing the Design Review Committee with such funds as may be requested by the Design Review Committee; and (f) taking such other action as the Association deems necessary, appropriate or desirable for the management and administration of the Association or for the benefit of the Association or of the Project.

6.10 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Regular Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the financial security of the Association and the accomplishment of its purposes.

6.11 Intentionally Omitted.

6.12 Reserves. The Board shall establish reserves for the future periodic maintenance, repair or replacement of the major components of the Areas of the Association Responsibility. The reserves may be funded from Regular Assessments, the Reserve Contributions paid pursuant to Section 6.11 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.

6.13 Transfer Fee. Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board to compensate the Association for the administrative cost resulting from the transfer of a Lot. As of the Recording of this Declaration, the current transfer fee established by the Board is \$1,000.00. The transfer fee is not intended to compensate the Association for the costs incurred in the preparation of the statement which the Association is required to mail or deliver to a purchaser under A.R.S. § 33-1806A and, therefore, the transfer

fee shall be in addition to the fee which the Association is entitled to charge pursuant to A.R.S. § 33-1806C.

ARTICLE 7 **MAINTENANCE**

7.1 Areas of Association Responsibility. The Association shall be responsible for the management, operation and Maintenance of all Areas of Association Responsibility, and all Improvements located thereon, except for any part of the Areas of Association Responsibility which any governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate Maintenance of all Areas of Association Responsibility, but the Areas of Association Responsibility, and the Improvements located thereon, shall be maintained in good condition and repair at all times. No Owner, Resident or other Person shall construct or install any Improvements on the Areas of Association Responsibility or alter, modify or remove any Improvements situated on the Areas of Association Responsibility without the approval of the Board. No Owner, Resident or other Person shall obstruct or interfere with the Association in the performance of the Association's management, operation or Maintenance of the Areas of Association Responsibility, and the Improvements located thereon.

7.2 Lots. Each Owner of a Lot shall be responsible for the Maintenance of his Lot, and all buildings, Residences, landscaping or other Improvements situated thereon, except for any portion of the Lot, or any Improvement situated thereon, which is an Area of Association Responsibility. All buildings, Residences, landscaping and other Improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Design Review Committee. No yard equipment, wood piles or storage areas may be maintained so as to be Visible From Neighboring Property. All Lots upon which no Residence has been constructed shall be maintained in an attractive manner and shall be maintained such that weeds are trimmed on a regular basis.

7.3 Assessment of Certain Costs of Maintenance and Repair. In the event that the need for Maintenance of an Area of Association Responsibility is caused through the willful or negligent act of any Owner, his family, tenants, guests or invitees, the cost of such Maintenance shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

7.4 Improper Maintenance and Use of Lots. In the event (a) 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 Project, (b) any portion of a Lot is being used in a manner which violates the Community Documents, or (c) the Owner of any Lot is failing to perform any of its obligations under the Community Documents, the Board may give notice to the offending Owner of the corrective action that must be taken and

the date by which the corrective action must be completed. If the required corrective action is not completed by the completion date established by the Board, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

7.5 Boundary Walls.

(a) Each wall or fence which is located between two (2) Lots shall constitute a boundary wall and, to the extent not inconsistent with this Section, the general rules of law regarding boundary walls shall apply.

(b) The Owners of contiguous Lots who share a boundary wall shall both equally have the right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner. In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a boundary wall shall first obtain the written consent of the adjoining Owner(s).

(c) Each Owner shall maintain the exterior surface of a boundary wall facing such Owner's Lot.

(d) Except as otherwise provided in this Section, the Owners of contiguous Lots who share a boundary wall shall each pay fifty percent (50%) of the cost of any maintenance, repair or replacement of the boundary wall. Either of such Owners may perform any necessary repair, maintenance or replacement of the boundary wall and in such event, such Owner shall be entitled to reimbursement from the other Owner for fifty percent (50%) of such cost. In the event that any boundary wall is damaged or destroyed through the negligence or willful act of an Owner, his agents, tenants, licensees, guests or family, it shall be the obligation of such Owner to rebuild and repair the boundary wall without cost to the other Owner or Owners who share the boundary wall. The right of any Owner to payment from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(e) In the event any boundary wall encroaches upon a Lot, a valid easement for such encroachment and for the maintenance of the boundary wall shall and does exist in favor of the Owners of the Lots which share such boundary wall for so long as the boundary wall exists.

7.6 Maintenance of Walls other than Boundary Walls. Any wall (including a view wall) which is placed on the boundary line between a Lot and either an Area of Association Responsibility or a public right-of-way shall be maintained, repaired and replaced by the Association, except that (i) if any such wall is damaged or destroyed through the acts of an Owner, his agents, tenants, licensees, guests or family (regardless of whether such acts are negligent, willful or otherwise), then the Association shall be entitled to recover from the

Owner of the Lot the cost to repair and/or replace such wall, including, without limitation, by imposition and collection of an Enforcement Assessment, and (ii) the Owner shall be responsible for painting and maintenance of the surface of the wall which faces the Owner's Lot. In the event any such wall encroaches upon the Area of Association Responsibility, an easement for such encroachment shall exist in favor of the Association or the Owner of the Lot, as the case may be, for so long as the wall exists.

7.7 Construction Activities. Normal construction activities and parking in connection with the Construction or Modification of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate and supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved by the Design Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Design Review Committee. The Design Review Committee may also require screening of said storage areas. Each Owner shall keep such Owner's Lot, as well as surrounding areas of the Project, including, without limitation, all pedestrian and road rights-of-way and drives, reasonably clean and clear of equipment, building materials, dirt, debris and similar materials in connection with or related to construction activities by or for the benefit of such Owner. Temporary dumpsters used during construction must be located on the driveway of the Lot unless the Design Review Committee approves a different location. Each Owner also shall make reasonable efforts to protect from damage, and in any event to promptly repair or rebuild, any buildings, structures, landscaping or other Improvements (including, without limitation, any improvements that are, or are intended to be, Common Area, Areas of Association Responsibility or owned and/or maintained by the City or any political subdivision or utility provider) that are damaged or destroyed through the act of any Owner or an Owner's Agent in connection with or related to construction activities by or for the benefit of such Owner, whether or not such act is negligent or otherwise culpable.

ARTICLE 8

USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. All Lots shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Lot or in or from any Residence, except that the Owner, Lessee or other Resident of a Residence may conduct a business activity within the Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity is a legal activity and conforms to all applicable zoning ordinances or requirements for the Project; (c) the business activity does not involve persons coming to the Lot to purchase goods or services or the door-to-door solicitation of Owners, Lessees or Residents in the Project; (d) the use of the Residence for trade or business in no way destroys or is incompatible with the residential character of the Residence or the surrounding neighborhood; (e) the trade or business is conducted only inside the Residence, and does not involve the viewing, purchasing or taking delivery of goods or merchandise at, to, from or in any Residence; (f) the

trade or business is conducted by a Resident or Residents of the Residence with no employee working in or from such Residence who is not a Resident thereof; (g) the volume of vehicular or pedestrian traffic or parking generated by such trade or business does not result in congestion or be in excess of what is customary in a residential neighborhood; (h) the trade or business does not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and (i) the use of the Residence for a trade or business does not violate any other provision of the Community Documents. 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. The leasing of a Residence by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

8.2 Nuisances. No trash or debris of any kind shall be placed or permitted to accumulate on any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property. No condition shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot so as to be Visible From Neighboring Property. No Person shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind. No Person who is required to be registered pursuant to A.R.S. Section 13-3821 (or any applicable successor law) and who is classified as a level two or level three offender (or any equivalent classification under any amendment or replacement to such statute) shall be permitted to be a Resident.

8.3 Animals.

(a) No animal, bird, fowl, poultry, reptile or livestock may be kept on any Lot, except that a reasonable number of dogs, cats or small birds or animals which are commonly accepted household pets may be kept on a Lot if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. The Board shall have the authority to determine (i) whether a particular animal or bird is permitted to be kept on a Lot pursuant to this Section and (ii) what is a reasonable number of dogs, cats or small birds or animals which are commonly accepted household pets for any particular Lot, and the Board's determination shall be final. All dogs, cats, birds or animals permitted under this Section shall be confined to an Owner's Lot, except that a dog may be permitted to leave an Owner's Lot if such dog is at all times kept on a leash not to exceed six feet (6') in length and is not permitted to enter upon any other Lot. Any person bringing a dog onto the Common Area shall immediately remove any

feces deposited on the Common Area by the dog. The Board may restrict the portions of the Common Area on which dogs are permitted.

(b) No dog, cat, bird or animal permitted to be kept on a Lot pursuant to this Section shall be allowed to become a nuisance. No structure for the care, housing or confinement of any dog, cat, bird or animal permitted to be kept on a Lot pursuant to this Section shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, Lessee or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular dog, cat, bird or animal permitted to be kept on a Lot pursuant to this Section is a nuisance. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions set forth in this Declaration.

(c) The Board may adopt rules and regulations further restricting and governing animals within the Project, which rules may include, without limitation rules providing for the removal from the Project of a domestic pet which has bitten or attacked a person or other animal, has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals in the Property or which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to Owners and Residents.

8.4 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with residential use of property or machinery or equipment necessary for the construction of a Residence, building, structure, or other Improvement on the Lot. All machinery or equipment as permitted above shall be stored as to not be Visible From Neighboring Property, except for machinery and equipment used for Construction or Modification of Improvements on a Lot, which shall be stored per Section 7.7.

8.5 Vehicles and Parking.

(a) 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 the Common Area. No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer or other similar equipment may be parked, kept or stored on any Lot so as to be Visible From Neighboring Property.

(b) Except as permitted by this Section, no Motor Vehicle may be parked, kept or stored on any Lot or the Common Area. No Motor Vehicles designed or used for carrying persons, merchandise, supplies or equipment for commercial purposes may be parked on the Common Area or on a Lot, except for the temporary parking of the Motor Vehicles of contractors, subcontractors, suppliers or vendors of the Association or the Owners, Lessees or Residents. Permitted Motor Vehicles may be parked on Lots or Common Area only in accordance with the provisions of this Section.

(c) A Permitted Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot must be parked in the garage situated on the Lot to the extent space is available in the garage for the parking of such Permitted Motor Vehicles. If space is not available in the garage, then the Permitted Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot may be parked on the driveway constructed as part of the initial construction of Improvements on the Lot. The parking of a Permitted Motor Vehicle owned or leased by an Owner, Lessee or Resident of a Lot on a driveway extension is also subject to such rules and regulations as may be adopted by the Board.

(d) No Motor Vehicle of any kind may be stored on a Lot except in a garage, and no Motor Vehicle of any kind may be stored on the Common Area. For purposes of illustration but not of limitation, a Motor Vehicle shall be deemed stored if it is covered by a car cover, tarp or other material. Motor Vehicles owned by guests of an Owner, Lessee or other Resident may be parked in the driveway on a Lot for a maximum of seven (7) days.

(e) Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident may be parked in the driveway on a Lot only for the purpose of loading or unloading, subject to such limitations as may be established by the Board.

(f) No Motor Vehicle shall be constructed, reconstructed or repaired on any Lot in such a manner as to be Visible From Neighboring Property, and no inoperable Motor Vehicle may be stored or parked on any Lot in such a manner as to be Visible From Neighboring Property. Except for emergency repairs, no Motor Vehicle shall be constructed, reconstructed or repaired on any part of the Common Area. No inoperable Motor Vehicle may be stored or parked on any part of the Common Area.

(g) The Board shall have the right and power to adopt rules and regulations governing and further restricting the parking of Motor Vehicles on Lots or the streets and implementing the provisions of this Section. In the event of any conflict or inconsistency between the provisions of this Section and the rules and regulations adopted by the Board of Directors, the provisions of this Section shall control.

8.6 Garages. Garages shall not be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the number of vehicles for which it was designed. The interior of all garages shall be maintained and kept in a neat, clean and slightly condition, free of debris or unsightly objects. Garage doors shall be kept closed except when the opening of the door is necessary to permit ingress or egress.

8.7 Rooftop HVAC Equipment; Solar Energy Device. No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any Residence or other building so as to be Visible From Neighboring Property. No solar energy device shall be installed on the roof of any Residence or elsewhere on a Lot so as to be Visible From Neighboring Property without the prior written approval of the Design Review Committee. The Association or the Design Review Committee may adopt reasonable rules regarding the placement of a solar energy device on the roof of a

Residence or elsewhere on a Lot if such rules do not prevent the installation, impair the functioning of the solar energy device or restrict its use or adversely affect the cost or efficiency of the device. The restrictions in this Section shall be subject to any limitations imposed by law.

8.8 Basketball Goals and Backboards. No portable basketball goals or backboards may be kept or stored on a Lot so as to be Visible From Neighboring Property. Permanent basketball goals or backboards attached to a free-standing pole may be constructed, installed or maintained on a Lot, provided the location, design, material and color of the pole and the basketball goal or backboard are approved by the Design Review Committee and they are used in accordance with the Design Guidelines and Association Rules, both of which may govern the hours of use and placement thereof.

8.9 Playground Equipment. No jungle gyms, swing sets or similar playground equipment which would be Visible From Neighboring Property shall be erected or installed on any Lot without the prior written approval of the Design Review Committee.

8.10 Rental of Lots. No Owner may lease less than his entire Lot and the Residence situated thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of the Community Documents and that any violation of this Declaration or the Association Rules by the lessee or the other occupants shall be a default under the lease. There shall be no subleasing of Residences or assignments of leases. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information: (a) the time period of the lease including the beginning and ending dates of the tenancy; (b) the name and contact information for each adult occupying the Residence during the lease term; and (c) a description and license plate numbers of the Lessees' vehicles. Any Owner who leases his Lot and the Residence situated thereon must provide the Lessee with copies of this Declaration, the Design Guidelines and the Association Rules. Any lease of a Lot or Residence situated thereon must be for an initial term of at least six (6) months. The Owner shall be liable for any violation of this Declaration, the Design Guidelines or the Association Rules by the Lessees or other persons residing in the Residence and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

8.11 Screening Materials. All screening materials, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners thereof as approved by the Design Review Committee pursuant to Article 3.

8.12 Lights. No spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other property except as approved by the Design Review Committee.

8.13 Window Cover Materials. No reflective materials (including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items) and no sheets,

bedding or similar items shall be installed or placed upon the exterior or interior of any windows of a Residence without the prior written approval of the Design Review Committee.

8.14 Trash Containers and Collection. No trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Design Review Committee. In no event shall such containers on a Lot be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All trash shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

8.15 Temporary Occupancy and Temporary Buildings. No trailer, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings, trailers or other structures used during the Construction or Modification of Improvements approved by the Design Review Committee shall be removed immediately after the completion of Construction or Modification, and in no event shall any such buildings, trailers or other structures be maintained or kept on any property for a period in excess of twelve months without the prior written approval of the Design Review Committee.

8.16 Antennas. Except for antennas, satellite dishes and other over-the-air receiving devices covered by the FCC rules governing Over-the-Air Reception Devices; Television Broadcast Service and Multi-channel Multipoint Distribution Service (the "FCC Rule"), no antenna for the transmission or reception of television or radio signals or for access to the internet shall be installed on any Lot unless approved by the Design Review Committee. Any antenna, satellite dish or other receiving device covered by the FCC Rule may be installed on a Lot without the prior approval of the Design Review Committee provided the antenna, satellite dish or receiving device is placed inside a Residence or other Building or is placed on the portion of the Lot which is the least Visible From Neighboring Property and does not interfere with the viewer's ability to install, maintain or use the antenna, satellite dish or receiving device. The Design Review Committee shall have the right to adopt rules and regulations with respect to the installation and placement of antennas, satellite dishes and other receiving devices; provided, however, that the Design Review Committee shall not impose or enforce any rule or regulation which is inconsistent with or prohibited by the FCC Rule.

8.17 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Design Review Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the Construction or Modification of Improvements approved by the Design Review Committee.

8.18 Signs. No signs whatsoever (excluding, "for sale" or "for lease" signs) may be erected, posted or displayed on any Lot in a location that is Visible From Neighboring Property

without the prior written approval of the Design Review Committee, except for the following: (a) signs which the Association is required by applicable law to permit to be displayed on a Lot, but the Association may regulate the size, location, design, content and appearance of such signs to the extent permitted by law, and (b) political signs maintained and erected in accordance with City of Phoenix zoning ordinance. No signs, including for sale or for lease may be placed in the common areas of the properties.

8.19 Drainage. No Residence, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot as shown on the drainage plans on file with the City.

8.20 Flags and Flagpoles. Except for flags that cannot be prohibited by law, no flag may be displayed on a Lot if the flag is Visible From Neighboring Property without the prior written approval of the Design Review Committee. The Design Review Committee may adopt reasonable rules and regulations regarding the placement and manner of display of flags, including flags that cannot be prohibited by law. The Association may adopt rules and regulations regulating the location and size of flagpoles, limiting an Owner or Resident to displaying no more than two (2) flags at once and limiting the height of a flagpole to no more than the height of the rooftop of the Residence located on the Lot on which the flagpole is installed.

ARTICLE 9
INTENTIONALLY OMITTED

ARTICLE 10
INSURANCE

10.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. 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 Areas of Association Responsibility and all other portions of the Project which the Association is obligated to maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner;

(b) Property insurance on all Areas of Association Responsibility insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Areas of Association Responsibility, 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, exclusive of land, excavations, foundations and other items normally excluded from a property policy.

(c) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;

(d) Directors and officers liability insurance providing coverage in an amount determined by the Board, but not less than \$1,000,000;

(e) Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Owners;

(f) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions: (1) 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; (2) 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; (3) 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; (4) 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 other Owners; (5) statement of the name of the insured as the Association; and (6) for policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy. The premiums for any insurance obtained by the Association pursuant to this Section 10.1 shall be included in the budget of the Association and shall be paid by the Association.

10.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Article 10 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 10 may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued.

10.3 Payment of Insurance Proceeds. With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Article 10, 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 10.4, the proceeds shall be disbursed for the repair or restoration of the damage to the Area of Association Responsibility.

10.4 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Areas of Association Responsibility which is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If all of the Areas of Association Responsibility are not repaired or replaced, insurance proceeds attributable to the damaged Areas of Association Responsibility 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.

ARTICLE 11

GENERAL PROVISIONS

11.1 Enforcement.

(a) The Association may enforce the Community Documents in any manner provided for in the Community Documents or by law or in equity, including, but not limited to the following:

(1) imposing reasonable monetary fines after notice and an opportunity to be heard by the Board is given to the Owner or other violator. An Owner shall be responsible for payment of any fine levied or imposed against a Lessee or Resident of the Owner's Lot or by any guest or invitee of the Owner or any Lessee or Resident;

(2) suspending an Owner's right to vote;

(3) suspending any Person's right to use any recreational facilities situated on the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(4) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner fails to pay any Assessment or other charge owed to the Association within fifteen (15) days after demand for payment is made;

(5) exercising self-help or taking action to abate any violation of the Community Documents;

(6) requiring an Owner, at the Owner's expense, to remove any structure or Improvement on such Owner's Lot that is in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right (but not the obligation) to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(7) without liability to any Person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration or the Design Guidelines from continuing or performing any further activities in the Project;

(8) towing vehicles which are parked on Common Area in violation of this Declaration or the Association Rules;

(9) filing a suit at law or in equity to enjoin a violation of the Community Documents, to compel compliance with the Community Documents, to recover fines or money damages or to obtain such other relief as to which the Association may be entitled; or

(10) record a written notice of a violation by any Owner, Lessee 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, Lessee 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; and (iv) 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. Failure by the Association to Record a notice of violation shall not constitute a waiver of any such violation, constitute any evidence that no violation exists with respect to a particular Lot or constitute a waiver of any right of the Association to enforce the Community Documents.

(b) The Association may elect not to take any enforcement action with respect to a particular violation of the Community Documents if the Board determines, in its sole discretion, that because of the strength of any possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board, enforcement action would not be appropriate or in the best interests of the Association. All rights and remedies of the Association under the Community 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.

(c) Each Owner, the Association and the Design Review Committee shall have the right to enforce this Declaration in any manner available at law or in equity. The failure of the Association, the Design Review Committee or an Owner to take enforcement action with respect to a violation of the Community Documents shall not constitute or be deemed a waiver of the right of the Association, the Design Review Committee or any Owner to enforce the Community Documents in the future. If any lawsuit is filed by the Association, the Design Review Committee or 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 attorney fees incurred by the prevailing party in the action.

11.2 Duration; Termination. This Declaration, as it may be amended pursuant to Section 11.3, shall run with the land and bind the Project 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 Owners holding ninety percent (90%) or more of the Eligible Votes. 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 or Assistant 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.

11.3 Amendments.

(a) Except as otherwise provided in this Section 11.3, this Declaration may be amended at any time by the affirmative vote or written consent of Members holding not less than sixty-seven percent (67%) of the Eligible Votes.

(b) Any amendment approved by the Members pursuant to Section 11.3(a) shall be signed by the President or Vice President of the Association and shall be Recorded.

Unless a later effective date is provided for in the amendment, any amendment to this Declaration shall be effective upon the Recording of the amendment.

(c) Any challenge to an amendment to this Declaration for the reason that the amendment was not adopted by the required number of Owners or was not adopted in accordance with the procedures set forth in this Section must be made within one (1) year after the Recording of the amendment.

11.4 Interpretation. Except for judicial construction, the Association 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 Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration. In the event of any conflict between this Declaration and the Articles, Bylaws, Association Rules or the Design Guidelines, this Declaration shall control. In the event of any conflict between the Articles and the Bylaws, the Articles shall control. In the event of any conflict between the Bylaws and Design Guidelines or the Association Rules, the Bylaws shall control. Except for judicial construction, the Design Review Committee shall have the exclusive right to construe and interpret the Design Guidelines. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Design Review Committee's construction or interpretation of the Design Guidelines shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration.

11.5 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.

11.6 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

11.7 Laws, Ordinances and Regulations. 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 Design Review 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 Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations. Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

11.8 References to this Declaration in Deeds. Deeds to and instruments affecting any Lot or any other part of the Project may contain the covenants, conditions and restrictions 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 provisions of this Declaration shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assignees.

11.9 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.

11.10 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 of context thereof. Unless otherwise specified, all references in this Declaration to Articles or Sections are to Articles and Section of this Declaration.

11.11 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally, sent by Federal Express or other overnight delivery service, sent by United States mail, postage prepaid or sent by fax, electronic mail or other form of wireless communication, as follows: (a) if to an Owner, at the mailing address, email address or fax number which the Owner provides to the Secretary of the Association for the purpose of notice or, if no such mailing address, email address or fax number is provided, at the street address of the Lot of such Owner; or (b) if to the Association, at the principal place of business of the Association as shown on the records of the Arizona Corporation Commission or at such other mailing address, email address or fax number as may be designated by the Association in a written notice to the Owners pursuant to this Section. Notice given by personal delivery, overnight delivery service, fax, electronic mail or other form of wireless communication shall be deemed to have been received by the Person to whom the notice was addressed when the notice is actually received. A notice given by United States mail shall be deemed to have been received by the Person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice is mailed. If a Lot is owned by more than one Person, notice to one of the Owners shall constitute notice to all Owners of the same Lot.

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The Association certifies that this Amendment has been approved by an instrument signed by at least 75% of the Lot Owners in Unit 1 and 51% of the Lot Owners in Unit 2 and Unit 3, copies of which are attached to this Amendment as **Exhibit A**.

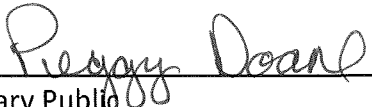
Singletree Ranch Homeowners Association, Inc., an
Arizona nonprofit corporation

By: 

Its: PRESIDENT

State of Arizona)
) ss.
County of Maricopa)

Acknowledged before me this 5th day of April, 2019, by Doug Leventhal, the President of Singletree Ranch Homeowners Association, Inc., an Arizona nonprofit corporation, on behalf of the corporation.


Notary Public

My Commission Expires:
June 6, 2022

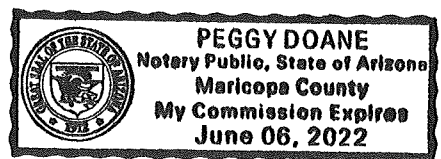


EXHIBIT A

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Leslie Touger + Jonathan Krakert
Address: 5535 E Caryl Dr.
Lot Number: #1
Signature: [Handwritten Signature] Date: 3/22/2019
Title (if Owner is an entity): _____

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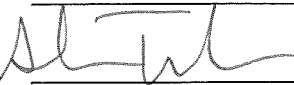
Name: Cheryl Larson
Address: 10001 N 55th Way
Lot Number: 2
Signature: Cheryl Larson Date: 3-10-19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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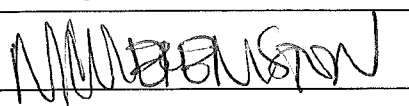
Name: Adam Tolson
Address: 9841 North 55th Way
Lot Number: 4
Signature:  Date: 3/3/19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: NILVE KENISTON
Address: 9835 N. 55TH WAY
Lot Number: 5
Signature:  Date: 3/4/19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name:

THOMAS S. MOONEY

Address:

9840 N 55th Way

Lot Number:

#6

Signature:

Thomas S. Mooney

Date: 3/11/19

Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name:

Matthew Scoteh

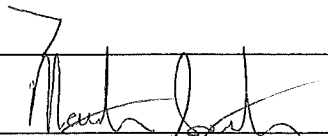
Address:

10011 N 5th Way

Lot Number:

7

Signature:



Date:

3/3/19

Title (if Owner is an entity):

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.


X YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

____ NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: LEVENTHAL FAMILY TRUST

Address: 10021 N 55TH PLACE

Lot Number: 8

Signature:  Date: 3/2/19

Title (if Owner is an entity): TRUSTEE

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Christine McIntier
Address: 10027 N. 65th Pl
Lot Number: 9
Signature: C. McIntier Date: 3-10-19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

X YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

_____ NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: George Dierken
Address: 10033 N. 55th Pl.
Lot Number: 10
Signature: George Dierken Date: 3-4-19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

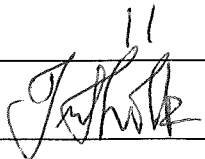
YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Fred Whistle

Address: 10028 N 55TH PL PVA 2 85253

Lot Number: 11

Signature:  Date: 3-2-19

Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("Restated CC&Rs"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("Unit 1 Declaration"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("Unit 2 Declaration"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("Unit 3 Declaration"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

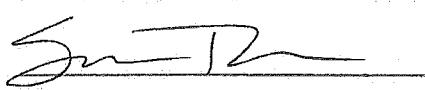
YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: SUSAN THOMPSON

Address: 10022 N 55TH PL.

Lot Number: 12?

Signature:  Date: 3/11/19

Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

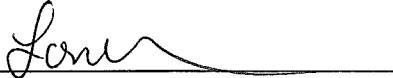
YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Lori Kahn

Address: 5528 E Cheryl Dr.

Lot Number: 13

Signature:  Date: 3/22/19

Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

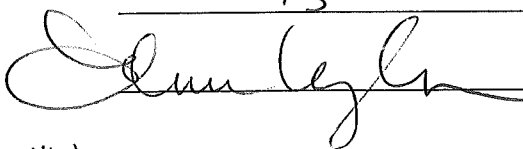
Name: RANDALL D ROGERS
Address: 5522 E CHERYL DR
Lot Number: 4
Signature: Randall P Rogers Date: 3/8/2019
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Flaine Kaszubowski
Address: 5514 E. Cheryl Dr
Lot Number: # 15
Signature:  Date: 3/7/19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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X YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

_____ NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

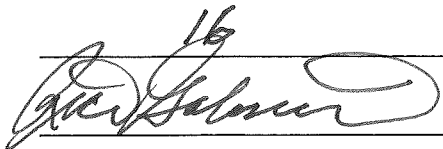
Name:

Mr & Mrs Rick Galasieski
5502 E Cheryl Dr
Paradise Vly, AZ 85253

Address:

Lot Number: # 16

Signature:



Date:

3/14/19

Title (if Owner is an entity): _____

INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGLETREE RANCH

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: MARY BRADLEY
Address: 5515 E Cheryl Dr.
Lot Number: 18
Signature: Mary Bradley Date: 3/10/19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Heather Ross

Address: 5436 E. Cheryl Dr.

Lot Number: 21

Signature: Heather M. Ross Date: 3/5/19

Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

The undersigned Owner of a Lot in Singletree Ranch consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch ("**Restated CC&Rs**"). The Restated CC&Rs amend, consolidate and restate in their entirety the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on November 10, 1975 at Docket 11411, Page 280 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 1 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on September 7, 1977 at Docket 12418, Page 464 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 2 Declaration**"), the Declaration of Covenants, Conditions and Restrictions for Singletree Ranch recorded on October 10, 1978 at Docket 13204, Page 1339 in the office of the County Recorder of Maricopa County, Arizona ("**Unit 3 Declaration**"), Addendum to Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1979 at Docket 13435, Page 1266 in the office of the County Recorder of Maricopa County, Arizona, and amendments recorded in the office of the County Recorder of Maricopa County, Arizona on May 8, 1979 at Docket 13619, Page 672, on May 8, 1979 at Docket 13619, Page 677, on December 12, 1979 at Docket 14089, Page 138, on August 4, 1981 at Docket 15425, Page 1057, on March 24, 1983 at Document Number 1983-105724, on August 3, 2001 at Document Number 2001-0708251 and on May 11, 2006 at Document Number 2006-0642041.

YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name:

CHRIS McFARLAND

Address:

5425 E. HEROLD DR.

Lot Number:

022

Signature:



Date:

3/9/19

Title (if Owner is an entity): _____

INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGLETREE RANCH

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X YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

____ NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: MARCO BUETHOLTZ
Address: 5437 E. CHERYL DR
Lot Number: 24
Signature: [Handwritten Signature] Date: 3/18/19
Title (if Owner is an entity): Buetholtz Family Revocable Trust

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Susan Jones
Address: 10007 N. 55th St.
Lot Number: 30
Signature: Susan W. Jones Date: 3/2/19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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 X YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

 NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name:

Rob Carr

Address:

10001 N 55th St

Lot Number:

31

Signature:

[Handwritten Signature]

Date:

09/07/19

Title (if Owner is an entity):

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name:

Bob Pulvemaker

Address:

1138 E. Juniper Ave.

Lot Number:

052

Signature:

[Signature] Date: 11/30/18

Title (if Owner is an entity):

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name:

William T. Snuffer, Jr.

Address:

5532 E TURQUOISE AVE

Lot Number:

33

Signature:

William T. Snuffer, Jr.

Date:

3/4/19

Title (if Owner is an entity):

owner

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: Douglas + Brigid Lakin
Address: 5533 E. Turquoise Ave.
Lot Number: 34
Signature: Douglas + Brigid Lakin Date: 3/2/19
Title (if Owner is an entity): OWNERS

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name:

Mike + Evan Jellesma

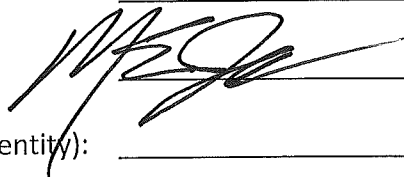
Address:

5539 E. Turquoise Ave

Lot Number:

35

Signature:



Date: 3-4-19

Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: LARRY MOFFITT
Address: 9823 N. 55TH WAY
Lot Number: 37
Signature: Larry Moffitt Date: 3/2/19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: John Nierad
Address: 5555 E. TURAOISE AVENUE
Lot Number: 39
Signature: John Nierad Date: 3-6-'19
Title (if Owner is an entity): _____

**INSTRUMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SINGLETREE RANCH**

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 X YES, I approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

 NO, I do not approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Singletree Ranch.

Name: JBP Trust

Address: 10000 N. 55th Hwy

Lot Number: 40

Signature: *[Handwritten Signature]* Date: 3/15/19

Title (if Owner is an entity): Trustee