

When Recorded Return To:

Chandler W. Travis, Esq.
The Travis Law Firm, PLC
10621 S. 51st Street, Suite 103
Phoenix, Arizona 85044

**FOURTH AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR TURF VILLAGE II**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURF VILLAGE II ("Fourth Amendment") is made as of this 12th day of December, 2014 by Legacy Villas Homeowners Association ("Association"), an Arizona nonprofit corporation.

RECITALS

A. This Fourth Amendment is to the Declaration of Covenants, Conditions and Restrictions for Turf Village II recorded on November 29, 1994, as Instrument No. 1994-0838595 as amended by the First Amendment To Declaration of Covenants, Conditions and Restrictions for Turf Village II, recorded on December 23, 1994, as instrument number 1994-0892636, as amended by the Second Amendment To Declaration of Covenants, Conditions and Restrictions for Turf Village II, recorded on September 18, 1997, as instrument number 1997-0648615, as amended by the Third Amendment To Declaration of Covenants, Conditions and Restrictions for Turf Village II, recorded on August 15, 2000, as instrument number 2000-0621392, in the Official Records of Maricopa County, Arizona (collectively, the "Declaration").

B. Except as expressly provided in this Fourth Amendment, all of the terms, conditions and provisions of the Declaration will remain in full force and effect as originally written and recorded. Unless otherwise defined in this Fourth Amendment, each capitalized term used in this Fourth Amendment shall have the meaning given to such term in the Declaration.

WHEREAS, pursuant to Article XII of the Declaration, the Declaration “may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, executed by fifty percent (50%) of the Owners of the Lots including the Declarant.”

WHEREAS, pursuant to Article XII of the Declaration, “[A]ny amendment must be recorded in the office of the County Recorder of Maricopa County, Arizona.”

WHEREAS, the Owners of greater than fifty percent (50%) of the Owners of Lots have signed this Fourth Amendment as set forth below and to cause the approved Fourth Amendment to be recorded pursuant to Article XII of the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

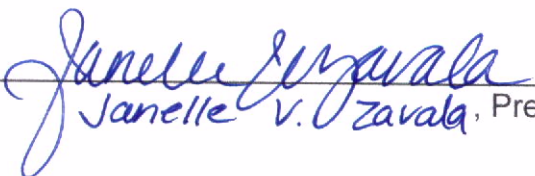
1. Article VI, Section 12. Section 12 **Capital Contribution Fee** is added to read as follows:

Each purchaser of a Lot shall pay immediately upon becoming an Owner a capital contribution fee (the “Capital Contribution Fee”) in the amount of \$350.00, or in such amount as established from time to time by the Board of Directors and reflected in the meeting minutes of the Association. This Capital Contribution Fee is in addition to and not part of or in lieu of the fee which the Association or the managing agent of the Association may charge for any certificate or statement provided pursuant A.R.S. §33-1806 of the Planned Community Act,

2. Each reference in the Declaration to “this Declaration” shall be deemed to refer to the Declaration as amended hereby.

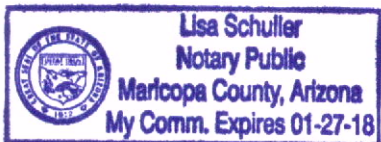
IN WITNESS THEREOF, the undersigned President of the Association, hereby executes this Fourth Amendment, attaches the requisite number of Owners’ signatures in Exhibit A, and certifies that the Fourth Amendment has been approved as required by Article XII of the Declaration as of the day and year first above written.

Legacy Villas Homeowners Association,
an Arizona non-profit corporation

By: 
Janette V. Zavala, President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12th day of December, 2014, before me, the undersigned notary public, personally appeared Janelle V. Zavala, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose therein contained.



Lisa Schuller
Notary Public
Notary Seal

Legacy Villas Homeowner Signators

Exhibit A

Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions

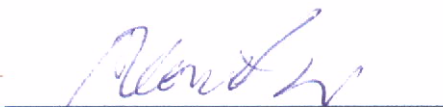






For Turf Village II

	Homeowner	Address	Lot No.
1	Jack O'Halloran	2013 W. Carol Ann Way	57
2	Loretta R. Verreault	2110 W. Carol Ann Way	86
3	Joan Simonetti	2017 W. Tracy Lane	9
4	Mary Sterenberg	2039 W. Tracy Lane	14
5	Susan M. Morgan	2103 W. Tracy Lane	15
6	Janelle V. Zavala	15648 N. 21 st Ave.	82
7	Linda Barthelme	1945 W. Tracy Lane	1
8	Ursula Demciuch	2029 W. Carol Ann Way	53
9	Aaron Genaro	1944 W. Carol Ann Way	64
10	Gregory A. Petersen	2023 W. Tierra Buena	73
11	Sonja Carl	1953 W. Tracy Lane	3
12	Robert Froccaro	2114 W. Tracy Lane	40
13	David Thanh Vo	15636 N. 21 st Ave.	85
14	Beck Rakochevich	2015 W. Tierra Buena Lane	71
15	Agrifo Igdones, Jr.	2114 W. Carol Ann Way	87
16	Samuel Evans	2118 W. Carol Ann Way	88
17	Camille Collier	2127 W. Carol Ann Way	45
18	Michael Offner	2134 W. Carol Ann Way	92
19	Ruth Hallenbeck	2131 W. Tracy Lane	22
20	Eddie Abril	2127 W. Tracy Lane	21
21	Angela Cifuentes	2123 W. Tracy Lane	20
22	Pat Headley	2122 W. Tracy Lane	42
23	Annette Wonders	2118 W. Tracy Lane	41
24	Patricia Novack	2111 W. Tracy Lane	17
25	Cynthia L. Fallis	2034 W. Tracy Lane	35
26	Susana Ortiz	2018 W. Tracy Lane	33
27	Cindy Krahl	2010 W. Tracy Lane	31
28	Barbara McFarlin	2006 W. Tracy Lane	30
29	Carmen Whitesell	2002 W. Tracy Lane	29
30	Marge McCormack	1961 W. Tracy Lane	5
31	Russell Esquivel	1957 W. Tracy Lane	4
32	Darlene James	2013 W. Tracy Lane	8
33	P. O'Bryant	2038 W. Tracy Lane	36
34	D. Miranda	2030 W. Tracy Lane	34
35	Bobara Henry	2009 W. Tracy Lane	7
36	Maria Meyer	2107 W. Tracy Lane	16

	Homeowner	Address	Lot No.
37	Mary Ellen Brininger	2130 W. Carol Ann Way	91
38	Timothy Ginevra	2021 W. Carol Ann Way	55
39	S. Hardesty	2017 W. Carol Ann Way	56
40	Larry Naftzger	15642 N. 20 th Ave.	69
41	Sue Utterbeck	15637 N. 20 th Ave.	65
42	Paul Kovar	2019 W. Tierra Buena Lane	72
43	Peggy Haller	15635 N. 21 ST Ave.	77
44	Rick Schomburg	2026 W. Carol Ann Way	78
45	Katie Simpson	2133 W. Carol Ann Way	44
46	Tom Garrett	2020 W. Carol Ann Way	79
47	Andrew Novack	2102 W. Tracy Lane	37
48	Angie Garcia	2014 W. Tracy Lane	32
49	Nancy Jamel	2122 W. Carol Ann Way	89
50	Dana Carroll	2105 W. Carol Ann Way	49
51	Melissa Wang	2037 W. Carol Ann Way	52
52	Kenton D. Jones	2016 W. Carol Ann Way	80

EXHIBIT A

SIGNATURE		
JACK <i>Jack O'Halloran</i>	2013 W. CAROL ANN	11/18/14
Owner	Lot No. or Address	Date
<i>Louisa Bureau</i>	2110 W - Carol Ann	11/18/14
Owner	Lot No. or Address	Date
<i>Joan Simionetti</i>	2017 W Tracy Ln	11/18/14
Owner	Lot No. or Address	Date
<i>Mary Sturgley</i> <i>M Sterenberg</i>	2039 W Tracy Ln	11/18/14
Owner	Lot No. or Address	Date
<i>Susan M Morgan</i> SUSAN M MORGAN	2103 W Tracy Ln	11/18/14
Owner	Lot No. or Address	Date
<i>Janelle Myranda</i>	15648 N. 21st Ave	11/18/14
Owner	Lot No. or Address	Date
<i>Linda Barthelme</i>	1945 W TRACY LN	11/18/14
Owner	Lot No. or Address	Date
<i>Margaret Demervey</i>	# 53	11-18-14
Owner	Lot No. or Address	Date
<i>Bob</i>	64	11/18/14
Owner	Lot No. or Address	Date
<i>Gregory A. Pitman</i>	73	11-18-14
Owner	Lot No. or Address	Date
<i>Sonja A. Lad</i>	3	11/18/2014
Owner	Lot No. or Address	Date
<i>Robert Trovati</i>	40	11/18/2014
Owner	Lot No. or Address	Date

 Owner	#85 Lot No. or Address	11-27-14 Date
 Owner	#71 Lot No. or Address	11-18-14 Date
 Owner	81 Lot No. or Address	11-30-14 Date
 Owner	88 Lot No. or Address	11-30-14 Date
Camecia K. Coles Owner	# 45 Lot No. or Address	11-30-14 Date
 Owner	92 Lot No. or Address	11-30-14 Date
Ruth Hallenbeck Owner	22 Lot No. or Address	11/30/14 Date
Eddie Abdul Owner	21 Lot No. or Address	11/30/14 Date
 Owner	20 Lot No. or Address	11/30/14 Date
 Owner	42 Lot No. or Address	11/30/14 Date
Annette Wondur Owner	41 Lot No. or Address	11/30/14 Date
Patricia Novade Owner	17 Lot No. or Address	11/30/14 Date
Cynthia L. Fallis Owner	35 Lot No. or Address	11/30/14 Date

Susana Diaz	# 33	11/30/14
Owner	Lot No. or Address	Date
Cindy Kahl	# 31	11-30-14
Owner	Lot No. or Address	Date
Barbara McFarlin	# 30	11-30-14
Owner	Lot No. or Address	Date
Armen Wholesel	# 29	11-30-14
Owner	Lot No. or Address	Date
George McCormack	# 5	11-30-14
Owner	Lot No. or Address	Date
Russell Lopez	4	11-30-14
Owner	Lot No. or Address	Date
Darlene James	8	11/30/14
Owner	Lot No. or Address	Date
W. Bryant	36	12/6/14
Owner	Lot No. or Address	Date
D. Stranda	34	12/6/14
Owner	Lot No. or Address	Date
Barbara H...	7	12/6/14
Owner	Lot No. or Address	Date
	16	12/6/14
Owner	Lot No. or Address	Date
Mary Ellen Brinnigh	91	12-6-14
Owner	Lot No. or Address	Date
	55	12-6-14
Owner	Lot No. or Address	Date

[Signature] 56 12/6/2014
Owner Lot No. or Address Date

[Signature] 69 12-6-2014
Owner Lot No. or Address Date

[Signature] 65 12-6-2014
Owner Lot No. or Address Date

PAUL KOVAR 72 12-6-2014
Owner Lot No. or Address Date

[Signature] 77 12-6-14
Owner Lot No. or Address Date

[Signature] 78 12-6-14
Owner Lot No. or Address Date

[Signature] 44 12/6/14
Owner Lot No. or Address Date

[Signature] 79 12/6/14
Owner Lot No. or Address Date

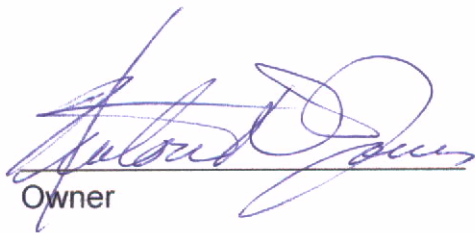
[Signature] 37 12/8/14
Owner Lot No. or Address Date

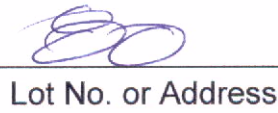
[Signature] 0032 12-9-14
Owner Lot No. or Address Date

NANCY JAMEL 89 12-11-14
Owner Lot No. or Address Date

[Signature] 49 12-11-14
Owner Lot No. or Address Date

[Signature] 51 12-11-14
Owner Lot No. or Address Date


Owner


Lot No. or Address

12-11-14
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Lot No. or Address

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Date

COURTESY RECORDING
LIMITED LIABILITY

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Document

Legacy Villas Homeowners Association, Inc.
Ron Sullivan, Secretary
1947 W Carol Ann Way
Phoenix, AZ 85020

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURF VILLAGE II**

THIS THIRD AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Turf Village II dated the 22nd day of November, 1994 and recorded on November 29, 1994 in Instrument No. 94-0838595 of the records of Maricopa County Recorder by Turf Investors, L.L.C., an Arizona limited liability company, and The First Amendment to said Declarations of Covenants, Conditions and Restrictions for Turf Village II dated December 22, 1994 and recorded on December 23, 1994 in Instrument No. 94-0892636 of the records of Maricopa County Recorder by Turf Investors, L.L.C., an Arizona limited liability company, and the Second Amendment to said Declarations of Covenants, Conditions and Restrictions for Turf Village II dated November 22, 1994 and recorded on September 18, 1997 in Instrument No. 97-0648615 of the records of Maricopa County Recorder by Legacy Villas, L.L.C., successor in title to Turf Investors, L.L.C., an Arizona limited liability company.

WHEREAS, the second amendment to the Declaration of Covenants, Conditions and Restrictions amended Article I, Section 2 of said Declaration to change the name of the Association to the Legacy Villas Homeowners Association. Said Association at its Second Annual Meeting held in Phoenix, Arizona on November 9, 1999, with a total of thirty-four lots present in person, and seventeen by proxy, for a total of 51, did unanimously vote for the following amendment to the Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, said members of the Association, does hereby amend the Declaration as follows:

Article II, Section 5. Signs No sign of any nature whatsoever shall be displayed or placed upon any Lot or on the outside of any Unit or on the Common Area, excluding For Sale or For Lease signs, without the prior written approval of the Board pursuant to Article IX below.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto sets its hand and seal this 14th day of August, 2000.

LEGACY VILLAS HOMEOWNERS ASSOCIATION
An Arizona corporation

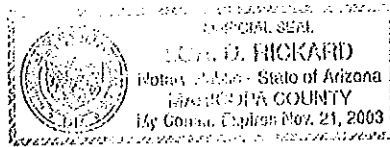

by Ron Sullivan, Secretary

STATE OF ARIZONA)
)
County of Maricopa

The foregoing instrument was acknowledged before me this 14th day of August, 2000 by Ron Sullivan, Secretary of Legacy Villas Homeowners Association.

My Commission Expires:
11/21/03

By Arli D. Rickard
Notary Public



When recorded, mail to:

Legacy Homes, Inc.
5010 E. Shea Blvd. A-215
Scottsdale, AZ. 85254

Unofficial Document

**HOLD FOR PICK-UP
FIRST AMERICAN TITLE
BUILDER SERVICES**

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURF VILLAGE II

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Turf Village II dated the 22nd day of November, 1994 and recorded on November 29, 1994 in Instrument No. 94-0838595 of the records of Maricopa County Recorder by Turf Investors, L.L.C., an Arizona limited liability company, and The First Amendment to said Declaration of Covenants, Conditions and Restrictions for Turf Village II dated December 22, 1994 and recorded on December 23, 1994 in Instrument No. 94-0892636 of the records of Maricopa County Recorder by Turf Investors, L.L.C., an Arizona limited liability company, is made on the date hereinafter set forth.

WHEREAS, Legacy Villas, L.L.C., an Arizona limited liability company ("Declarant") is the successor owner and Declarant of certain real property situated in Maricopa County, State of Arizona, described as a portion of Lots 1 through 93 and Tracts "A" through "F" as shown and described on the Amended Plat of Turf Village II Amended, recorded in Book 387 of Maps, Page 38, records of Maricopa County, Arizona; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Turf Village II has been recorded by the Declarant in Instrument No. 94-0838595 in the records of the Maricopa County Recorder on November 29, 1994 (the "Declaration"), and a First Amendment recorded on December 23, 1994 in Instrument No. 94-0892636.

WHEREAS, Declarant desires to make certain amendments to the Declaration.

NOW, THEREFORE, Declarant, does hereby amend the Declaration as follows:

1. Article I, Section 2 of the Declaration is hereby amended changing the name of the Association from "Twenty Second Avenue Estates Homeowners Association" to Legacy Villas Homeowners Association, an Arizona non-profit corporation.

When recorded, mail to:

Sheldon Sternberg
80 East Columbus
Phoenix, AZ 85012

Unofficial Document

~~RECORDED COPY~~

63-1342

1/23

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURF VILLAGE II

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Turf Village II dated the 22nd day of November, 1994 and recorded on November 29, 1994 in Instrument No. 94-0838595 of the records of Maricopa County Recorder by Turf Investors, L.L.C., an Arizona limited liability company, is made on the date hereinafter set forth.

WHEREAS, Turf Investors, L.L.C., an Arizona limited liability company ("Declarant") is the owner of certain real property situated in Maricopa County, State of Arizona, described as Lots 1 through 93 and Tracts "A" through "H" as shown and described on the Amended Plat of Turf Village II, recorded in Book 387 of Maps, Page 38, records of Maricopa County, Arizona; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Turf Village II has been recorded by the Declarant in Instrument No. 94-0838595 in the records of the Maricopa County Recorder on November 29, 1994 (the "Declaration").

WHEREAS, Declarant desires to make certain amendments to the Declaration.

NOW, THEREFORE, Declarant, does hereby amend the Declaration as follows:

1. Article I, Section 2 of the Declaration is hereby amended changing the name of the Association from Turf Village II Homeowners Association to Twenty-Second Avenue Estates Homeowners Association, an Arizona non-profit corporation.

2. Article II, Section 13 is hereby amended by adding the following sentence:

"Unless otherwise specified in the Association's regulations, trash cans must be removed from view of the front of each home within four (4) hours after the time garbage has been picked up."

3. Article V, Section 3, Class B (a), is hereby amended to read as follows:

"(a) when the total votes outstanding in the Class A membership exceeds 68, or"

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of December, 1994.

TURF INVESTORS, L.L.C.
an Arizona limited liability company

By Sheldon Sternberg
Sheldon Sternberg
Administrative Member

"Declarant"

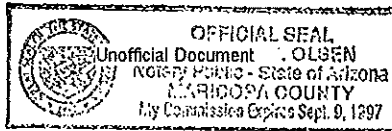
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22 day of December, 1994, by Sheldon Sternberg, the Administrative Member of Turf Investors, L.L.C.

My Commission Expires:

9/19/97

By Albert H. Olsen
Notary Public



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HOLD FOR LAWYERS TITLE

LAWYERS TITLE OF ARIZONA, INC.

94-0830272

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LAWRENCE 6 OF 25

40082-EM 4409

LAWYERS TITLE OF ARIZONA, INC.

CAPTION HEADING:

DO NOT REMOVE

This is part of the official document.

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

TURF VILLAGE II

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INDEX

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TURF VILLAGE II

I.	DEFINITIONS	2
1.	Articles of Incorporation	2
2.	Association	2
3.	Board	2
4.	Bylaws	2
5.	Common Area	2
6.	Constituent Documents	3
7.	Declarant	3
8.	Declaration	3
9.	Holder	3
10.	Insurer	3
11.	Lot	3
12.	Majority	3
13.	Mortgage	3
14.	Occupant	4
15.	Owner	4
16.	Person	4
17.	Plat	4
18.	Property, Development or Premises	4
19.	Record	4
20.	Unit	4
II.	USE RESTRICTIONS	4
1.	Residential Use	4
2.	Construction	4
3.	Temporary Structures	4
4.	Business or Offensive Activities	5
5.	Signs	5
6.	Outside Lighting	5
7.	Animals, Pets	5
8.	Trucks, Trailers, Campers, Boats and Motor Vehicles	5
9.	Garages	6
10.	Windows and Awnings	6
11.	Screening Areas, Fences	6
12.	Accessories	6
13.	Waste Disposal	7
14.	Underground Utilities	7
15.	Noisy Equipment	7
16.	Antennas	7

17.	Leasing	7
18.	Subdividing	7
19.	Walls	7
20.	Compliance	8
21.	Limitation of Restrictions on Declarant	8
III.	PROPERTY RIGHTS	8
1.	Owners' Easements of Enjoyment	9
2.	Delegation of Use	9
IV.	EASEMENTS	9
1.	Blanket Easement for Utilities	9
2.	Common Area Easements	10
3.	Access Easement	10
V.	ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS ...	10
1.	Purpose	10
2.	Membership	10
3.	Voting Rights	11
4.	Power and Duties	11
VI.	COVENANT FOR ASSESSMENTS	13
1.	Creation of the Lien (Unofficial Document) Obligation for Assessments	13
2.	Purpose of Assessment	13
3.	Basis of Assessments	13
4.	Special Assessments for Capital Improvements ...	14
5.	Notice and Quorum for Any Action Authorized Under Section 4	14
6.	Uniform Rate of Assessment	14
7.	Date of Commencement of Annual Assessments ...	14
8.	Individual Assessment for Restoration of Owner's Lot	15
9.	Joint Ownership Payments	16
10.	Effect of Nonpayment of Assessments: Remedies of the Association	16
11.	Subordination of the Lien to Mortgages	16
VII.	MAINTENANCE	17
1.	Rights and Obligations of Association	17
2.	Rights and Obligations of Owners	17
VIII.	PARTY WALLS	18
1.	General Rules of Law to Apply	18
2.	Sharing of Repair and Maintenance	18
3.	Destruction by Fire or Other Casualty	18
4.	Destruction by Adjoining Owner	18
5.	Right to Contribution Runs With Land	18

6.	Extension or Alteration	18
IX.	ARCHITECTURAL CONTROL	19
1.	Review and Approval Rights of the Association . . .	19
X.	INSURANCE	19
1.	Property Insurance	19
2.	Liability Insurance	20
3.	Fidelity Bonds	20
4.	Flood Insurance	20
5.	Additional Insurance	21
XI.	REMEDIES	21
XII.	DURATION AND AMENDMENT	23
XIII.	GENERAL	23
1.	Severability	23
2.	Construction and Interpretation of Declaration	24
3.	Gender	24
4.	Captions, Titles and Headings	24
5.	Jurisdiction	24
6.	Notices	24
	<small>Unofficial Document</small>	
7.	Perpetuities and Restraints on Alienation	24
8.	Amendment to Plat.	24

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURF VILLAGE II**

THIS DECLARATION is made on the date hereinafter set forth by TURF INVESTORS, L.L.C., an Arizona limited liability company, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property situated in the County of Maricopa, State of Arizona described as Lots 1 through 93 and Tracts "A" through "G" as shown and described on the plat of Turf Village II (~~as amended~~), recorded in Book 362 of Maps at Page 40, Office of the County Recorder of Maricopa County, Arizona (hereinafter referred to as the "Property," the "Development" and the "Premises");

*

NOW THEREFORE, Declarant, desiring to establish a general plan for the improvement, development, use and enjoyment of the Property, hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having Unofficial Document any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

* WHEREAS, such plat has been amended on November 1, 1994 (and approved by the City of Phoenix on November 16, 1994) but will be recorded subsequent to the date hereof. Such amended plat is hereby incorporated by reference and made a part hereof. Such plat contains Lots 1 through 93, Tracts A through H as shown thereon and is hereinafter referred to as the "Amended Plat" or the "Plat".

ARTICLE I

DEFINITIONS

Section 1. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

Section 2. "Association" shall mean and refer to Turf Village II Homeowners Association, an Arizona nonprofit corporation, its successors and assigns.

Section 3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

Section 5. "Common Area" shall mean and refer to all real property, easements, licenses, rights, rights of way and other interests in real property, including the improvements and personal property located thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot and the intended purpose thereof Unofficial Document d as follows, with the intended purpose of each tract being more fully set forth on the Plat.

The Common Area includes (1) those parcels described within the ^{amended} plat as Tracts A through H; (2) all easements designated within the plat for pedestrian access, private accessway and private and public utilities including the streets designated as (a) Tracy Lane, (b) Carol Ann Way, (c) 20th Avenue, (d) 21st Avenue, (e) Tierra Buena Lane; (3) all additional property and improvements designated, conveyed and constructed by the Declarant.

The Common Area also includes all improvements and personal property located on and under the Common Area, including but not limited to (a) sewer lines, (b) sewer taps, (c) streets, (d) curbs, (e) gutters, (f) sidewalks, (g) signs, (h) lights, (i) markers and monuments, (j) landscaping, and if owned by the Association, conduite, electrical, water lines, gas lines, swimming pool, courts, and recreational equipment and facilities.

Section 6. "Constituent Documents" shall mean and refer to this Declaration, the Articles of Incorporation and Bylaws of the Association, the Plat, * the rules and regulations of the Association and all other documents governing the Property, the Association and its members.

*Plat amendments

Section 7. "Declarant" shall mean and refer to the above recited Declarant or any person to whom Declarant's rights hereunder are specifically assigned by recorded instrument. Notwithstanding anything herein to the contrary, declarant may sell lots from time to time to a builder who will construct units. ** Declarant may assign from time to time all or portions of declarant's rights hereunder permanently or for limited period of time. To the extent of such assignment the assignee shall be the declarant. Unless so specifically assigned, no other person shall be entitled to exercise the rights reserved to the Declarant hereunder. The Declarant's rights may, however, be hypothecated to an institutional lender as security for the performance of any legal obligation and if such lender thereafter succeeds to the Declarant's rights by foreclosure, or conveyance in lieu thereof, or any other legal remedy, such lender shall be entitled to all of the rights of the Declarant hereunder, provided that any such successor shall be bound by all of the terms of this Declaration as it relates to the rights of all parties now or hereafter affected hereby. **For purposes of Article II, Sections 8 and 21 and Article IX, the Builder shall also be deemed to be the Declarant.

Section 8. "Declaration" shall mean and refer to this instrument by which the Property is subjected to Unofficial Document covenants, conditions and restrictions, as such Declaration may from time to time be amended.

Section 9. "Holder" shall mean and refer to any bank, savings and loan association, insurance company, mortgage company or other entity or person holding a recorded first mortgage on any Lot.

Section 10. "Insurer" or "Guarantor" shall mean and refer to any person or entity which insures a recorded first mortgage on any Lot or any governmental entity which guarantees a recorded first mortgage on any Lot and provides the Association with its name and address and the address of the Lot.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property excluding that which is reserved for the Common Area; as used herein, "Lot" may include the improvements on a Lot.

Section 12. "Majority" or "Majority of Owners" shall mean and refer to the Owners of more than 50% of the Lots.

Section 13. "Mortgage" shall mean and refer to a realty mortgage and includes a deed of trust; "Mortgagee" includes a beneficiary under a deed of trust; "Mortgagor" includes a trustor under a deed of trust; and "foreclosure" includes a trustee's sale proceeding pursuant to a deed of trust.

Section 14. "Occupant" shall mean and refer to a person or persons, including an Owner, legally in possession of a Lot.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, and the person(s) or entity(ies) who are purchasers under a valid and outstanding recorded Agreement of Sale with respect to a Lot, but excluding those having such interest merely as security for the performances of an obligation.

Section 16. "Person" shall mean and refer to a natural entity capable of holding title to real property.

Section 17. "Plat" shall mean and refer to the ~~amended~~ plat of survey of the Property, as recorded in Book 362 of Maps, at Page 40, Office of the County Recorder of Maricopa County, Arizona, *as may be amended from time to time by Declarant without consent of any Owner, Holder or other lienholder. *as amended but not recorded as of the date hereof, and

Section 18. "Property, Development or Premises" shall mean and refer to that certain real property hereinbefore described.

Section 19. "Record" or "Recording" shall mean and refer to record or recording in the Office of the County Recorder of Maricopa County, Arizona.

Section 20. "Unit" shall mean and refer to a residential living unit constructed upon a separately designated Lot, without limiting or restricting the definition of Lot referred to in Section 11 above, which also may include any improvements on a Lot.

ARTICLE II

USE RESTRICTIONS

Section 1. Residential Use. All of the Lots in the Development shall be known and described as, and limited in use to, residential purposes. No improvements or construction whatever, other than a private dwelling and appurtenant uses, may be erected or maintained on any of the Lots, unless specifically authorized, in writing, by the Board pursuant to Article IX below.

Section 2. Construction. All Units and structures on the Lots shall be of new construction and no buildings or structures shall be moved from any other location onto any of the Lots.

Section 3. Temporary Structures. No structures of a temporary character shall be permitted on the Premises, and no trailers (except those

permitted to be parked pursuant to Section 8 of this Article), tents, shacks or barns shall be permitted on the Premises, either temporarily or permanently.

Section 4. Business or Offensive Activities. No noxious or offensive activity may be carried on or permitted on any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the Premises be used for business, professional, commercial, rest home (including but not limited to care or treatment of the physically or mentally sick or disabled), religious or institutional purposes. This Section does not apply to the activities of the Association in furtherance of its powers and purposes as set forth in this Declaration.

Section 5. Signs. No sign of any nature whatsoever shall be displayed or placed upon any Lot or on the outside of any Unit or on the Common Area, including without limitation "For Sale" or "For Rent" signs, without the prior written approval of the Board pursuant to Article IX below.

Section 6. Outside Lighting. Except as may be initially installed by Declarant, all outside lighting, except porch lights and other customary, indirect, low intensity, noncolored lighting, shall be subject to the prior written approval of the Board pursuant to Article IX below.

Section 7. Animals. Unofficial Document More than two dogs, cats, or other small household pets may be kept on a Lot without Board approval, provided that any such household pets are not kept, bred or maintained for any commercial purposes. All additional household pets are prohibited unless approved by the Board. Notwithstanding the foregoing, no pet may be kept which, in the determination of the Board, results in an unreasonable annoyance to other Owners. Except as stated above, no animals or birds of any kind shall be raised, bred or kept on the Premises or any part thereof without the prior written approval of the Board. Pets shall not be allowed loose or unsupervised on any part of the Property and walking of pets shall be allowed only on such portions of the Property as the Board may prescribe by its rules and regulations. Pets shall be prevented by their owners from soiling any and all portions of the Common Area.

Section 8. Trucks, Trailers, Campers, Boats and Motor Vehicles. It is the intent of the Declarant to eliminate on-street parking as much as possible; motor vehicles shall be kept in garages or driveways. No overnight parking shall be permitted on the streets as indicated on the Plat. No motor vehicle (classed by manufacturer rating as exceeding one ton), mobile home, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle shall be parked, maintained, constructed, reconstructed or repaired on any Lot or street, so as to be visible from another Lot, the Common Area or a street, provided, however, that the foregoing provision shall not apply to: (a) pickup trucks of less than 3/4 ton capacity with camper shells not exceeding seven (7) feet in height

measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked in accordance with the first sentence of this Section and are used on a regular and recurring basis for basic transportation; and (b) temporary facilities used by Declarant in connection with construction of the Property, as more fully provided for in Section 21 below. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, repaired or, if inoperable, stored upon any Lot or street so as to be visible from another Lot, the Common Area or a street, provided, however, that the foregoing provision shall not apply to repairs of an emergency or temporary nature.

Section 9. Garages. Garage Doors shall be kept closed at all times, except when in actual, active use to permit ingress and egress of vehicles. Garages shall be used only for purposes of storage of automobiles and similar vehicles and such related purposes for which garages are customarily used. Garages shall specifically not be converted for use as or otherwise used as additional residential living space.

Section 10. Windows and Awnings. No reflective materials, including, but not limited to aluminum foil, reflective screens or glass, mirrors or similar type items shall be permitted to be installed or placed on the outside or inside of any windows or any other part of a Lot which can be seen from the outside of the Development or from any other portions of the Development. The exterior side of all drapes, curtains or other window treatments shall be white, off-white, beige or natural wood-toned in color. Further, no metal or rigid plastic awnings of any nature whatsoever shall be permitted to be placed or installed on or attached to the outside of any of the Units, or elsewhere on a Lot, except those (if any) initially installed by Declarant.

Section 11. Screening Areas, Fences. All screening areas and fences, hedges or walls shall be maintained upon the Premises in accordance with their original construction or installation, except as otherwise approved in accordance with Article IX. No additional walls or fences of any kind shall be erected, placed or permitted to remain on any Lot, except as otherwise approved in writing by the Board pursuant to Article IX.

Section 12. Accessories. Except as may be initially installed by Declarant, no clotheslines, service yards, wood piles, basketball apparatus, free-standing mailboxes or newspaper receptacles, exterior storage areas, sheds or structures, heating or air conditioning equipment, evaporative coolers and pre-coolers, or other exterior fixtures, machinery or equipment shall be permitted except with the prior written approval of the Board pursuant to Article IX below. Any such use or equipment as is approved and authorized shall be attractively screened or concealed (subject to all required approvals as to architectural control).

Section 13. Waste Disposal. No incinerators shall be permitted on the Premises or any part thereof, nor shall trash be burned on any part of the Premises. No garbage, rubbish, trash or debris shall be placed or allowed to accumulate on the Property. Owners shall keep their Lots free of all weeds, garbage, rubbish, trash and other debris.

Section 14. Underground Utilities. All electric, gas, power, telephone, water and other service and utility lines, pipes and/or other structures and media for transmission thereof shall be placed and maintained underground, except above-ground service pedestals and switch cabinets, and except to the extent (if any) such underground placement may be prohibited by law, and except for such above-ground structures and/or media for transmission as may be originally constructed by Declarant or as may be otherwise approved in writing by the Board.

Section 15. Noisy Equipment. Except for emergencies, no equipment which emanates disturbing sounds or loud noises, including but not limited to, lawn mowers, power hedge clippers, power chain saws and other similarly noisy equipment, shall be operated in any part of the Property on Sundays or National Holidays. All speakers, amplifiers, radios and other means of emitting sound, whether located inside or outside of a Unit, shall be subject to regulation by the Association as to noise levels and time of use.

Unofficial Document

Section 16. Antennas. No radio, television or other antennas or satellite dishes of any kind or nature shall be placed and maintained upon any Lot or the Premises or any part thereof (or the improvements located thereon) unless approved in writing by the Board pursuant to Article IX below.

Section 17. Leasing. No Owner shall lease less than the entire Lot owned by such Owner. All leases must be in writing, must be for a period of not less than thirty (30) days, shall be and must specifically provide that they are subject to the provisions of the Constituent Documents and that failure to comply with such Documents constitutes a default under any such lease. If the Owner fails to enforce a default under such lease for violation of the provisions of the Constituent Documents, including without limitation the provisions of this Section, the Board, as agent for such Owner, shall have the right to enforce such default and any defaulting lessee and the Owner shall be subject to all remedies given to the Association under Articles III and XIII below.

Section 18. Subdividing. None of the Lots shall be resubdivided into smaller Lots or conveyed or encumbered in less than the full original dimensions as shown on the Plat of the Development.

Section 19. Walls. The walls of any buildings or improvements and fences constructed on any Lot shall not exceed the height of the original

construction unless approved in writing by the Board. Setback lines shall be maintained in accordance with the original construction on each Lot unless otherwise permitted by written approval of the Board.

Section 20. Compliance. No Lot shall be used or maintained in violation of any applicable statute, ordinance, code or regulation of any governmental authority, the provisions of this Declaration or the rules and regulations of the Association.

Section 21. Limitation of Restrictions on Declarant. Declarant is undertaking the work of construction of residential living Units and incidental improvements upon the Property. The completion of that work and the sale, rental and other disposal of said Units is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and the Property established as a fully occupied residential community as rapidly as possible, nothing in this Article or elsewhere in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors from doing on the Property whatever is necessary or advisable in connection with the completion of said work; or

(b) Prevent D~~Unofficial Document~~ its representatives from erecting, constructing and maintaining, on any part of the Property, such structures as may be reasonable or necessary for the conduct of its business of completing said work and establishing the Property as a residential community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant from maintaining such sign or signs on any of the Property as may be reasonable or necessary for the sale, lease or disposition thereof, including, but not limited to, such sign or signs as may be required or requested by the institution(s) providing the major financing for the Development.

The foregoing limitations of the application of the restrictions to the Declarant shall terminate upon the happening of either of the following events, whichever occurs first: (a) completion of construction of homes on all lots, or (b) seven (7) years following conveyance of the first Lot in the Development to an Owner by Declarant.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners of the Lots and is necessary for the protection of all Owners. Such easement of enjoyment is, however, subject to the following provisions:

(a) the right of the Association to charge the Owners, the Owners' tenants and/or the Owners' licensees reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any;

(b) the right of the Association to suspend the voting rights of an Owner and/or the right to the use of the recreational facilities, if any, by an Owner, an Owner's tenants and/or an Owner's licensees for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes Unofficial Document on such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by a majority of the members has been recorded; and

*

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association, his right of enjoyment to the Common Area and recreational facilities to the members of his family or to his tenants who reside on the Property.

ARTICLE IV

EASEMENTS

Section 1. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, telephones, cable television, gas and electricity. By

*(d) the Association's right to grant an easement for access over the private accessways within the common areas allowing for access to 22nd Avenue in exchange for the receipt of an easement from the property owners of Turf Village for access over the private accessways within Turf Village allowing for access to 19th Avenue.

virtue of said easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary facilities and equipment on the Common Area. Notwithstanding anything to the contrary contained in this Section, no easements shall be created nor shall any sewers, electrical lines, water lines, or other facilities for utilities be installed or relocated on the Common Area except as initially created, programmed and approved by Declarant or thereafter created or approved by Declarant or the Association. This provision shall in no way affect any other recorded easements on the Property.

Section 2. Common Area Easements. There is hereby created a blanket easement upon and across the Common Area in favor of (1) each Lot Owner and his tenants, guests and invitees for the purpose of providing ingress and egress to the Lot owned by said Owner, (2) the Association and its invitees, employees or independent contractors for the purpose of providing landscaping or other maintenance to the Common Area, and (3) the Declarant and its invitees, employees or independent contractors for the purpose of providing landscaping, improvements or other maintenance to the Common Area, and for any activities related to the promotion and sale of and the construction of homes on any of the Lots.

Section 3. Access Easement. There is hereby reserved to Declarant, its successors and assigns, together with the right to grant and transfer the same, easements over the Property for the Unofficial Document access, ingress and egress over, to, from and upon the Common Area and each Lot.

ARTICLE V

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Purpose. The Association shall be a nonprofit corporation organized under and by virtue of the laws of the State of Arizona for the general welfare and benefit of the property Owners in the Development. The Association, through its Members and Board, shall take the appropriate action to manage and maintain, repair, replace and improve the Common Area together with improvements located thereon, to perform related activities, and to perform all other functions and duties assigned to the Association by this Declaration, all in accordance with this Declaration and with the Articles of Incorporation and Bylaws.

Section 2. Membership. Membership in the Association shall be limited to the Owners of Lots as hereinabove defined, and such membership shall be subject to all the provisions of this Declaration and to the Association's Articles of Incorporation and Bylaws. An Owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a Member of the Association. An Owner shall remain a Member of the Association until such time as his ownership for any

reason ceases, at which time his membership in the Association automatically shall cease. Ownership of a Lot shall be the sole qualification and criterion for membership. The foregoing is not intended to include persons or entities who hold an interest merely as appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. A membership in the Association shall not be transferred, pledged or alienated in any way except by the sale of such Lot and then only to such purchaser who shall automatically become a member of the Association after such conveyance, or by intestate succession, testamentary disposition, foreclosure of a Mortgage of record, or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. At the discretion of the Board, no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. In the event any such Lot is owned by two (2) or more persons, the membership to such Lot shall be joint, and a single membership for such Lot shall be designated by all Owners, and they shall designate to the Association in writing one of their number who shall have the power to vote such membership, and in the absence of such designation, and until such designation is made, the Board shall make such designation. In no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceed by 200% the total votes outstanding in the Class B membership, or

(b) five (5) years following conveyance of the first Lot to an Owner by Declarant.

Section 4. Power and Duties. In addition to the power and duties enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided in the Bylaws, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments also as provided for in the Bylaws;

(b) own, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association;

(c) pay any real and personal property taxes and other charges assessed against the Common Area;

(d) obtain, for the benefit of all of the Common Area, all water, sewerage, gas and electric services and refuse collection;

(e) grant easements where necessary for egress and ingress, utilities, sewer facilities and CATV over the Common Areas to serve the Common Areas, the Property and the property described as Turf Village I.

(f) when possible, enter into agreements with the owners of parcels not within the Property whereby such owners shall contribute to the payment of construction, maintenance and reconstruction expenses, taxes, insurance and other charges attributable to portions of the Common Area which may directly or indirectly benefit such parcels;

(g) collect assessments to defray expenses associated with the Common Areas from owners of parcels not within the Property which are subject to covenants, conditions and restrictions of record obligating the owners thereof to pay such assessments and burdening such parcels therewith;

(h) maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(i) employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;

(j) establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association; and

(k) to enter into a Reciprocal Easement and Maintenance Agreement with the owners of and/or the Homeowners Association of Turf Village.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The periodic and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successor in title unless expressly assumed by such successor.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purposes of promoting the general benefit, recreation, health, safety and welfare of the Owners and Occupants of the Property. Such purposes shall ^{in Unofficial Document} shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Area and the improvements and facilities thereon, the payment of taxes and assessments, if any, which may be assessed against and levied upon any property owned by the Association, and all premiums for hazard and public liability insurance, together with all other costs and expenses related to the management and maintenance of the Common Area.

Section 3. Basis of Assessments. The Board, subject to the provisions of this Article, shall determine and establish a budget and make assessments upon the Owners of Lots on the basis of costs and expenses incurred or estimated to be incurred by the Association. The Owner of each Lot, for said Owner and for said Owner's heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees that each Lot shall be subject to an assessment in an amount to be determined, which amount shall be the said Lot's pro rata share of the following:

- (a) The actual cost to the Association of all taxes and improvement assessments (if any), water, utilities, insurance, management and administrative costs and repair, construction, replacement and maintenance of the Common Area and the

improvements and facilities located thereon, and shall include but not be limited to charges in connection with the sprinkler systems (if any), security guard service (if any), utility expense related to Lots served by joint meters (if any), pool maintenance and upkeep (if any), and other services benefiting the Owners, and all other charges necessary or appropriate to carry out the purposes of the Association as set forth in this Declaration, the Articles of Incorporation and Bylaws of the Association, and its rules and regulations; and

(b) Such sums as the Board shall determine to be fair and prudent for the establishment and maintenance of an adequate reserve fund for maintenance, repair and replacement of the Common Area and the improvements and facilities located thereon and for taxes, insurance, management and administrative costs and other charges as specified herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, related thereto, provided that any such assessment shall have the assent of the majority of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a monthly, quarterly or other basis as determined by the board.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first

day of the month following the conveyance of the Common Area to the Association, provided, however, that for a period of sixty (60) days following conveyance of the Common Area, the share of annual assessments attributable to unsold and unoccupied Units may be reasonably reduced as determined by the Board, provided that such reduced assessment shall not be less than twenty-five percent (25%) of the amount of the assessment being paid by Owners of Lots on which Units have been constructed and are occupied. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, within ten (10) days of any written request from any interested person or Mortgage Holder, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Individual Assessment for Restoration of Owner's Lot.

(a) In the event the Owner of a Lot fails to maintain his Lot and the Easement Area Unofficial Document to such Lot in a first-class, neat and clean condition, and generally in the manner satisfactory to the Board, the Association or the Board, through its agents, employees and/or independent contractors, shall have the right, and each Owner expressly grants and assigns the Association the right (subject to prior notice as hereinbelow set forth) to enter upon such Owner's Lot and the Easement Area appurtenant to such Lot and repair, maintain, rehabilitate and restore the Lot and Easement Area and the exterior of any and all buildings and/or other structures located thereon to the condition deemed satisfactory to the Board, or to remove structures therefrom which are, in the opinion of the Board or the Association, in such a state of disrepair or in such a condition as to be objectionable to surrounding Lot Owners. The cost thereof shall be charged against and collected from the Owner of the Lot, the amount thereof to be paid by the Owner within thirty (30) days from the date of the invoice sent to the Owner, and said amount further shall be secured by and subject to all provisions regarding the assessment lien as provided in this Article.

(b) Prior to exercising the aforesaid right of restoration, the Board shall give written notice to said Owner specifying the necessary repairs, maintenance, rehabilitation or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish

the same. If, at the end of said period, the work required to be performed has not been completed (or has been completed in a manner unsatisfactory to the Board), or if, in the opinion of the Board, sufficient action has not been taken to effect same, then the Association or the Board shall have the right, as above set forth, to make such repairs, maintenance, rehabilitation or restoration.

(c) Nothing herein contained shall be construed as granting to the Association or the Board any right to enter into or inside of any building or buildings located on a Lot without the consent of the Owner thereof.

Section 9. Joint Ownership Payments. In cases where a Unit is owned by more than one person, such Owners shall arrange between themselves as to which one of them shall make payments of assessments so that only one payment is made to the Association. Under no circumstances shall the Association be required to accept multiple checks or partial payments of assessments from joint owners.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring Unofficial Document law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Nothing contained herein shall prohibit such Lot's proportionate share of assessments which became due prior to the foreclosure of a first Mortgage and were extinguished as a result of such foreclosure from being reallocated among and assessed against all Owners as a part of the annual assessment.

ARTICLE VII

MAINTENANCE

Section 1. Rights and Obligations of Association. The Board, acting for and on behalf of the Association, shall have the obligation to maintain, repair and replace the Common Area (except any portion now or hereafter maintained by any governmental agency with jurisdiction over said portion) and all landscaping, all recreational facilities and other improvements located thereon, in accordance with the terms and conditions hereof. The maintenance obligations provided herein shall include the installation and subsequent maintenance of landscaping in an attractive and viable condition and the maintenance in good condition and repair of all roadways, streets, pathways, structures or other improvements located in the Common Area. The Association may, at its option, accomplish the maintenance obligations provided herein with its own employees and equipment or contract with another party to accomplish said maintenance obligations. Any cooperative action necessary or appropriate for the proper maintenance and upkeep of the tracts above described shall be taken by the Board, acting for and on behalf of the Association. Without limiting the generality of the foregoing, the Association shall have the right at any and all times to promulgate reasonable rules and regulations concerning the landscaping, color scheme and other related matters affecting the outside appearance of the Development as a whole, including Unofficial Document the appearance of all patio and balcony areas, and the individual Unit Owners shall be bound thereby. The powers, rights and duties of the Association and Board shall be as contained in this Declaration, and as may be adopted in its Articles of Incorporation and Bylaws not inconsistent herewith.

If, due to the act or neglect of an Owner or his invitee, guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Area, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Owner, if liable under state law, shall pay for such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by the Association's insurance.

Section 2. Rights and Obligations of Owners. Except as hereinafter in this Section specifically set forth, the Unit and all other improvements, if any, constructed upon a Lot, all fixtures and equipment installed within a Unit or Lot and all landscaping on a Lot shall be maintained and kept in repair by the Owner thereof at his sole cost and expense.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each fence or wall which is built as a part of the original construction of the Units upon the Property and placed on the dividing line between the Lots shall constitute a party wall. In addition, each fence or wall which is built as a part of the original construction of the Unit upon the Property and placed on that portion of a building setback line extending from the rear property line of a Lot to, but not including, the portion of a Unit wall placed on a building setback line and located nearest to the rear property line of such Lot shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. Subject to the provisions of Articles X and XI, if a party wall is destroyed or damaged by fire or other casualty, any Owner who ha^{Unofficial Document} all may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Destruction by Adjoining Owner. Notwithstanding any other provision of this Article, in the event a party wall is damaged or destroyed as a result of the negligent or willful act or omission of an Owner who makes use of the wall, his agents, tenants, licensees, guests or family, then, in such event, such Owner shall bear the whole cost of rebuilding and/or repairing such party wall.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Extension or Alteration. In addition to meeting the other requirements of this Declaration and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the other Owner who makes use of such party wall.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Review and Approval Rights of the Association. No building, fence, wall or other structure, sign or outside lighting (except such outside lighting as specifically permitted by Section 6 of Article II) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, colors, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or, at the sole discretion of the Board, by an architectural committee composed of three (3) or more representatives appointed by the Board. The initial landscaping as installed by Declarant, or any other landscaping that is provided or approved by the Board or its designated Committee in accordance with the provisions of this Article, shall not be altered or changed (except for similar replacements and rehabilitation) without the prior written approval of the Board. No landscaping in addition to that installed by Declarant shall be permitted except in the rear yard portion of Lots. In the event said Board, or its designated committee, fails to approve or disapprove any such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided that the building, structure or other improvement to be built or placed on the Property shall be governed by all of the Restrictions in this Declaration. Notwithstanding the foregoing, the Restrictions and controls set forth in this Section shall not be applicable to Declarant with respect to any original construction or landscaping undertaken by Declarant within the Property. In the event the Board of Directors designates an architectural control committee, as herein specifically provided for, the written approval of such committee shall be deemed for the purposes of this Declaration to be the written approval of the Board with respect to any matters specifically delegated to such committee by the Board.

ARTICLE X

INSURANCE

Section 1. Property Insurance. The Board shall have the authority to and shall obtain a policy of insurance insuring the improvements and personal property located on the Common Area against loss or damage by fire, hazards covered by a standard extended coverage endorsement, and such other hazards as are customarily insured against in similar projects in the Maricopa County, Arizona area, including all perils normally covered by the standard "all risk"

endorsement to the extent such coverage is available. Such insurance shall be in an amount sufficient to provide full replacement of any damage in an amount not less than one hundred percent (100%) of the full replacement value of the improvements located on the Common Area and all Association-controlled personal property, as determined at least once each year by the Board and covered by an "Agreed Amount" or "Inflation Guard" endorsement, if available. All insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association or to its authorized representative as Trustee for the use and benefit of the Association. Such policy of insurance shall contain a waiver of subrogation rights by the insurer against individual Owners, shall provide that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of all of the Owners and shall provide that the policy is primary in the event an Owner has other insurance covering the same loss.

Section 2. Liability Insurance. The Board shall have the authority to and shall obtain public liability insurance covering the Common Area. Such insurance policies shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or of other Owners. The scope of coverage shall be in the kinds and amounts required by private institutional mortgage investors for similar projects in Maricopa County, Arizona, but must include coverage for property damage, bodily injury and death in connection with the operation, maintenance or use of the Common Area. CO\Unofficial Document be for not less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage. In addition, the Board shall obtain liability insurance covering any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

Section 3. Fidelity Bonds. The Board shall have the authority to and may obtain and carry fidelity bond or insurance coverage against dishonest acts of its directors, management agent, management agent's employees, trustees, employees or volunteers responsible for handling Association funds, regardless of whether such individuals serve with or without compensation. A management agent that handles funds for the Association shall also be covered by its own fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other bonds shall name the Association as an obligee. The fidelity bond or insurance shall be written in an amount sufficient to provide protection as determined by the Board, but in no event less than one and one-half (1-1/2) times the insured's estimated annual operating expenses and reserves.

Section 4. Flood Insurance. If the Property is located within an area identified by an agency of the Federal Government as having special flood hazards, the Board shall maintain a blanket policy of flood insurance on the improvements and personal property located on the Common Area, in an amount aggregating the lesser of (i) the maximum limit of coverage available under the

National Flood Insurance Program, or any successor thereto, or (ii) one hundred percent (100%) of the current replacement cost of all buildings and other property covered by such policy.

Section 5. Additional Insurance. Premiums for all of the above-referenced insurance shall be common expenses included in the annual assessment. Each Owner shall be responsible for his own insurance on his Unit and the personal property contents of his Unit, and all furnishings and personal property therein or stored elsewhere on the Property. Each Owner shall further be responsible to provide his own personal liability insurance to the extent not covered by the liability insurance to be provided by the Board as set forth above. No Association-acquired insurance coverage, as required under this Article X, shall be brought into contribution with insurance purchased by individual Owners, or their mortgagees.

ARTICLE XI

REMEDIES

In the event of any default by any Owner under the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations of the Association, the Association, or its successors or assigns, or the Board, or its agents shall have each and every right and remedies which may be provided for in the Articles of Incorporation, the Bylaws or said rules and regulations, or which may be available by law, and may prosecute any action or other proceedings against such defaulting Owner and others for enforcement or foreclosure of the Association's lien and the appointment of a receiver for the defaulting Lot without notice, without regard to the value of such Lot or the solvency of such Owner, or for damages or injunction, or specific performance, or for a judgment for payment of money and collection thereof, or the right to sell the Lot as hereinafter in this paragraph provided, or for any combination of remedies or for any other relief. The proceeds of any such judicial sale shall first be paid to discharge court costs, other litigation costs, including but without limitation reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in a final judgment. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Owner. Upon the confirmation of the sale, the purchasers thereupon shall be entitled to a deed to the Lot and to immediate possession of the Lot and may apply to the court for a writ of restitution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such action or proceeding, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of

twelve percent (12%) per annum until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the assessments payable to the Association, and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the assessments, upon the Lot of such defaulting Owner and upon all of his additions and improvements thereto. In the event of any such default by any Owner, the Association and the Board, and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner, and such assessment shall constitute a lien against the defaulting Owner's Lot. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. The liens provided for in this Article XI shall be junior to prior first mortgages to the same extent as provided in Article VI of this Declaration, and shall be foreclosed in the same manner as the lien provided for in Article VI.

Without in any way limiting the rights of the Association as set forth in Section 1 of Article III above, if any Owner (either by his conduct or by the conduct of any other Occupant of his Lot or Unit) shall violate any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations, as then in effect, and such violation shall continue for ten (10) days after notice in writing from the ^{Unofficial Document} shall occur repeatedly during any ten-day period after written notice or request to cure such violation, the Association, Board or any aggrieved Owner shall have the power to file an action against the defaulting Owner or Occupant requiring the defaulting Owner to comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations, and granting other appropriate relief, including money damages. If the Association, its successors or assigns or the Board or its agents shall violate or fail to comply with any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations, as then in effect, then any aggrieved Owner shall have the power to file an action against the Association or Board to comply with the Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations, and granting other appropriate relief, including money damages. Anything to the contrary herein notwithstanding, any breach of any of the covenants, restrictions, reservations, conditions and servitudes provided for in this Declaration, or any right of re-entry by reason thereof, shall not defeat or adversely affect the lien of any mortgage or deed of trust made in good faith and for value upon any Lot but, except as herein specifically provided, each and all of said covenants, restrictions, reservations, conditions and servitudes shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, Trustee's Sale, deed in lieu of foreclosure or otherwise.

The rights reserved in this Article in favor of Declarant, or its assignee, to enforce the provisions of this Declaration shall be limited to the period of time during which Declarant owns one or more Lots in the Development.

ARTICLE XII

DURATION AND AMENDMENT

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall be binding upon each Owner and his heirs, executors, administrators, successors and assigns and all other persons claiming an interest in and to the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, executed by fifty percent (50%) of the Owners of the Lots including the Declarant.

Any amendment must be recorded in the office of the County Recorder of Maricopa County, Arizona.

Notwithstanding the provisions of the foregoing paragraph, if this Declaration, the Articles of Incorporation ^{Unofficial Document} the Bylaws require the consent or agreement of a greater percentage of Owners or require the consent or agreement of a specified percentage of Mortgage Holders, for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by such percentage of Owners and/or Mortgage Holders, as required by this Declaration.

ARTICLE XIII

GENERAL

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Construction and Interpretation of Declaration. Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by these Restrictions.

Section 3. Gender. Whenever 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.

Section 4. Captions, Titles and Headings. All captions, titles and headings of the Articles and Sections of this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or contents hereof.

Section 5. Jurisdiction. All Owners agree that any matter arising under this Declaration may be finally adjudged or determined in any court or courts of the State of Arizona or of the United States of America having jurisdiction in the State of Arizona, and such Owners hereby submit generally and unconditionally to the jurisdiction of such courts and of any of them in respect to any such matter; provided, however, as to those matters, if any, to be submitted to arbitration pursuant to any provision hereof, such arbitration provisions shall be controlling and prevail.

Section 6. Notices. Notices provided for in this Declaration or the other Constituent Documents and ^{Unofficial Document} the Association or the Board shall be in writing and shall be addressed to the Association or the Board at any address to be established by the Board from time to time by giving written notice thereof to all Owners. All notices to Owners shall be to their respective Lots. Any Owner may also designate a different address to the Board. Notices addressed as above shall be deemed delivered 72 hours after they have been mailed by United States mail, postage prepaid, or when delivered in person.

Upon written request to the Board, the Holder of any recorded mortgage encumbering any Lot shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners of the Lot subject to such mortgage.

Section 7. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States on the date hereof.

Section 8. Amendment to Plat. The Declarant and the Association (after a confirming vote of a Majority of the owners) may amend the plat, from time to time, if such amendment affects the Common Areas or the use thereof. No

confirming vote shall be required if the amendment does not affect the Common Areas. Such amendment is hereby authorized notwithstanding a reduction of the number of Lots and the number of members sharing assessments.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of November, 1994

TURF INVESTORS, L.L.C.
an Arizona limited liability company

BY: Sheldon Sternberg
administrative
Sheldon Sternberg, Managing Member

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22nd day of November, 1994, by Sheldon Sternberg, the Managing Member of Turf Investors, L.L.C. *administrative*

My Commission Expires:

By: Agnes G. Pfeffer
Notary Public

