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**RESTATED**  
**CONDOMINIUM DECLARATION**  
**FOR**  
**THE OVERLOOK AT FIREROCK, A CONDOMINIUM**

## TABLE OF CONTENTS

<b>ARTICLE I DEFINITIONS .....</b>	<b>4</b>
1.1 “ADDITIONAL PROPERTY” .....	4
1.2 “ARCHITECTURAL COMMITTEE” .....	4
1.3 “ARCHITECTURAL RULES” .....	4
1.4 “AREAS OF ASSOCIATION RESPONSIBILITY” .....	4
1.5 “ARTICLES” .....	4
1.6 “ASSESSMENTS” .....	4
1.7 “ASSESSMENT LIEN” .....	4
1.8 “ASSOCIATION” .....	4
1.9 “BOARD OF DIRECTORS” .....	4
1.10 “BYLAWS” .....	5
1.11 “COMMON ELEMENTS” .....	5
1.12 “COMMON EXPENSES” .....	5
1.13 “COMMON EXPENSE ASSESSMENT” .....	5
1.14 “COMMON EXPENSE LIABILITY” .....	5
1.15 “CONDOMINIUM” .....	5
1.16 “CONDOMINIUM ACT” .....	5
1.17 “CONDOMINIUM DOCUMENTS” .....	5
1.18 “DECLARANT” .....	5
1.19 “DECLARATION” .....	6
1.20 “DEVELOPMENT RIGHTS” .....	6
1.21 “FIREROCK COUNTRY CLUB” .....	6
1.22 “FIRST MORTGAGE” .....	6
1.23 “FIRST MORTGAGEE” .....	6
1.24 “IMPROVEMENT” .....	6
1.25 “LIMITED COMMON ELEMENTS” .....	7
1.26 “MASTER ASSOCIATION” .....	7
1.27 “MASTER DECLARATION” .....	7
1.28 “MEMBER” .....	7
1.29 “MODIFICATION” .....	7
1.30 “OCCUPANT” .....	7
1.31 “PARCEL” .....	7
1.32 “PERIOD OF DECLARANT CONTROL” .....	7
1.33 “PERMITTED PET” .....	7
1.34 “PERSON” .....	7
1.35 “PLAT” .....	7
1.36 “PURCHASER” .....	7
1.37 “RULES” .....	8
1.38 “SINGLE FAMILY” .....	8
1.39 “SPECIAL DECLARANT RIGHTS” .....	8
1.40 “UNIT” .....	8
1.41 “UNIT OWNER” .....	8
1.42 “VISIBLE FROM NEIGHBORING PROPERTY” .....	8
<b>ARTICLE 2 SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES .....</b>	<b>8</b>
2.1 SUBMISSION OF PROPERTY .....	8
2.2 NAME OF CONDOMINIUM .....	9

2.3	NAME OF ASSOCIATION.....	9
2.4	IDENTIFYING NUMBERS OF UNITS.....	9
2.5	UNIT BOUNDARIES.....	9
2.6	ALLOCATION OF COMMON ELEMENTS INTEREST AND COMMON EXPENSE LIABILITIES. ....	10
2.7	ALLOCATION OF VOTES IN THE ASSOCIATION.....	10
2.8	ALLOCATION OF LIMITED COMMON ELEMENTS.....	10
2.9	INCONSISTENCY WITH PLAT.....	10
2.10	EXPANSION OF THE CONDOMINIUM; ANNEXATION OF ADDITIONAL PROPERTY.....	10
<b>ARTICLE 3 EASEMENTS.....</b>		<b>12</b>
3.1	UTILITY EASEMENT.....	12
3.2	EASEMENTS FOR INGRESS AND EGRESS.....	12
3.3	UNIT OWNERS' EASEMENTS OF ENJOYMENT.....	12
3.4	DECLARANT'S USE FOR SALES AND LEASING PURPOSES. ....	13
3.5	DECLARANT'S RIGHTS AND EASEMENTS.....	14
3.6	EASEMENT FOR SUPPORT.....	14
3.7	EASEMENT OVER COMMON ELEMENTS AND UNITS IN FAVOR OF THE ASSOCIATION. ....	14
3.8	EASEMENT OVER COMMON ELEMENTS AND UNITS IN FAVOR OF UNIT OWNERS.....	15
3.9	EASEMENT FOR UNINTENDED ENCROACHMENTS.....	15
<b>ARTICLE 4 USE AND OCCUPANCY RESTRICTIONS.....</b>		<b>16</b>
4.1	RESIDENTIAL USE.....	16
4.2	ANTENNAS.....	16
4.3	UTILITY SERVICE.....	17
4.4	IMPROVEMENTS AND ALTERATIONS.....	17
4.5	TRASH CONTAINERS AND COLLECTION <small>Unofficial Document</small> .....	19
4.6	MACHINERY AND EQUIPMENT.....	19
4.7	ANIMALS.....	20
4.8	TEMPORARY OCCUPANCY.....	20
4.9	CLOTHES DRYING FACILITIES.....	20
4.10	MINERAL EXPLORATION.....	20
4.11	HARMFUL CONDITIONS.....	20
4.12	TRUCKS, TRAILERS, CAMPERS AND BOATS.....	21
4.13	PARKING AND MOTOR VEHICLES.....	21
4.14	TOWING OF VEHICLES.....	21
4.15	SIGNS.....	21
4.16	LAWFUL USE.....	22
4.17	NUISANCES AND OFFENSIVE ACTIVITY.....	22
4.18	WINDOW COVERINGS.....	22
4.19	BASKETBALL GOALS AND BACKBOARDS.....	22
4.20	LIMITATION ON LEASING OF UNITS.....	22
4.21	OUTSIDE LIGHTING.....	23
4.22	FLAGS AND FLAGPOLES.....	23
4.23	MASTER DECLARATION USE RESTRICTIONS.....	23
<b>ARTICLE 5 MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS.....</b>		<b>23</b>
5.1	DUTIES OF THE ASSOCIATION.....	23
5.1.1	<i>Common Elements</i> .....	23
5.1.2	<i>Limited Common Elements</i> .....	23
5.1.3	<i>Areas of Association Responsibility</i> .....	24
5.2	DUTIES OF UNIT OWNERS.....	24

5.2.1	<i>Units</i> .....	24
5.2.2	<i>Limited Common Elements</i> .....	24
5.2.3	<i>Party Walls</i> .....	24
5.3	REPAIR OR RESTORATION NECESSITATED BY OWNER.....	25
5.4	UNIT OWNER'S FAILURE TO MAINTAIN.....	25
<b>ARTICLE 6 THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP .....</b>		<b>26</b>
6.1	RIGHTS, POWERS AND DUTIES OF THE ASSOCIATION.....	26
6.2	DIRECTORS AND OFFICERS.....	26
6.3	BORROWING POWER.....	27
6.4	RULES.....	27
6.5	COMPOSITION OF MEMBERS.....	27
6.6	PERSONAL LIABILITY.....	27
6.7	VOTING RIGHTS.....	28
6.8	VOTING PROCEDURES.....	28
6.9	TRANSFER OF MEMBERSHIP.....	28
6.10	SUSPENSION OF VOTING RIGHTS.....	28
6.11	ARCHITECTURAL COMMITTEE.....	28
6.12	CONVEYANCE OR TRANSFER OF COMMON ELEMENTS.....	29
<b>ARTICLE 7 ASSESSMENTS.....</b>		<b>29</b>
7.1	PREPARATION OF BUDGET.....	29
7.2	COMMON EXPENSE ASSESSMENT.....	30
7.3	SPECIAL ASSESSMENTS.....	31
7.4	EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.....	31
7.5	SUBORDINATION OF ASSESSMENT LIEN <small>Unofficial Document</small> MORTGAGES.....	32
7.6	EXEMPTION OF UNIT OWNER.....	32
7.7	CERTIFICATE OF PAYMENT.....	32
7.8	NO OFFSETS.....	32
7.9	WORKING CAPITAL FUND.....	32
7.10	SURPLUS FUNDS.....	32
7.11	TRANSFER FEE.....	33
<b>ARTICLE 8 INSURANCE.....</b>		<b>33</b>
8.1	SCOPE OF COVERAGE.....	33
8.2	FIDELITY INSURANCE.....	35
8.3	PAYMENT OF PREMIUMS AND DEDUCTIBLES.....	36
8.4	INSURANCE OBTAINED BY UNIT OWNERS.....	36
8.5	PAYMENT OF INSURANCE PROCEEDS.....	36
8.6	CERTIFICATE OF INSURANCE.....	36
<b>ARTICLE 9 GOLF COURSE DISCLOSURE .....</b>		<b>37</b>
9.1	FIRE ROCK COUNTRY CLUB GOLF COURSE.....	37
9.2	ACKNOWLEDGEMENT.....	37
9.3	RELEASE.....	38
<b>ARTICLE 10 RESERVATION OF DEVELOPMENTAL AND SPECIAL DECLARANT'S RIGHTS.....</b>		<b>38</b>
10.1	DEVELOPMENTAL RIGHTS.....	38
10.2	RIGHT TO COMPLETE IMPROVEMENTS AND CONSTRUCTION EASEMENT.....	38
10.3	EXERCISE OF DEVELOPMENTAL RIGHTS.....	38

10.4	ADJUSTMENT OF UNIT AND COMMON ELEMENT BOUNDARIES.....	38
10.5	OFFICES, MODEL HOMES AND PROMOTIONAL SIGNS.....	39
10.6	APPOINTMENT AND REMOVAL OF DIRECTORS AND OFFICERS.....	39
<b>ARTICLE 11 GENERAL PROVISIONS.....</b>		<b>39</b>
11.1	ENFORCEMENT.....	39
11.1.1	<i>Costs of Enforcement</i> .....	39
11.1.2	<i>Notice of Violation</i> .....	39
11.2	SEVERABILITY.....	40
11.3	DURATION.....	40
11.4	TERMINATION OF CONDOMINIUM.....	40
11.5	AMENDMENT.....	40
11.6	REMEDIES CUMULATIVE.....	41
11.7	NOTICES.....	41
11.8	BINDING EFFECT.....	41
11.9	GENDER.....	42
11.10	TOPIC HEADINGS.....	42
11.11	SURVIVAL OF LIABILITY.....	42
11.12	CONSTRUCTION.....	42
11.13	JOINT AND SEVERAL LIABILITY.....	42
11.14	GUESTS AND TENANTS.....	42
11.15	ATTORNEYS' FEES.....	42
11.16	NUMBER OF DAYS.....	43
11.17	CONSENTS.....	43
11.18	SUBORDINATION.....	43
11.19	RIGHTS OF FIRST MORTGAGEES <small>... Unofficial Document</small> .....	43
11.19.1	<i>Notification to First Mortgagees</i> .....	43
11.19.2	<i>Approvals Required by First Mortgagees</i> .....	44
<b>ARTICLE 12 DISPUTE RESOLUTION.....</b>		<b>44</b>
12.1	CONSTRUCTION DEFECT DISPUTE NOTIFICATION AND RESOLUTION PROCEDURE.....	44
12.1.1	<i>Notice</i> .....	45
12.1.2	<i>Right to Inspect and Right to Corrective Action</i> .....	45
12.1.3	<i>No Additional Obligations; Irrevocability and Waiver of Right</i> .....	45
12.1.4	<i>Mediation</i> .....	45
(i)	Position Memoranda; Pre-Mediation Conference.....	46
(ii)	Conduct of Mediation.....	46
(iii)	Exclusion Agreement.....	46
(iv)	Parties Permitted at Sessions.....	46
(v)	Expenses.....	46
12.1.5	<i>Arbitration</i> .....	47
(i)	Place.....	47
(ii)	Arbitration.....	47
(iii)	Commencement and Timing of Proceeding.....	47
(iv)	Pre-hearing Conferences.....	47
(v)	Discovery.....	47
(vi)	Motions.....	47
(vii)	Arbitration Award.....	47
12.1.6	<i>WAIVERS</i> .....	48
12.1.7	<i>Statutes of Limitation</i> .....	48
12.1.8	<i>Required Consent of Declarant to Modify</i> .....	48

**12.2 REQUIRED CONSENT OF UNIT OWNERS FOR LEGAL ACTION. .... 48**  
    **12.2.1 Notice of Unit Owners. .... 48**  
    **12.2.2 Notification to Prospective Purchasers. .... 49**  
**EXHIBIT A LEGAL DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM..... 52**  
**EXHIBIT B ADDITIONAL PROPERTY ..... 53**  
**EXHIBIT C IDENTIFYING NUMBERS OF UNITS..... 54**

**RESTATED  
CONDOMINIUM DECLARATION  
FOR  
THE OVERLOOK AT FIREROCK, A CONDOMINIUM**

This Restated Condominium Declaration for THE OVERLOOK AT FIREROCK, A CONDOMINIUM (the “Declaration”) is made this 7th day of July, 2020, by TOLL BROTHERS AZ CONSTRUCTION COMPANY, INC., an Arizona corporation (“Declarant”).

**RECITALS**

A. RETREAT AT FIREROCK, L.L.P., an Arizona Limited Liability Partnership (“Retreat”) and Declarant Recorded the Condominium Declaration for The Retreat at FireRock, a Condominium on September 30, 2015 at Recording No. 2015-0702438, records of Maricopa County, Arizona Recorder, re-Recorded on October 15, 2015 at Recording No. 2015-0742991, records of Maricopa County, Arizona Recorder, and re-Recorded on February 12, 2016 at Recording No. 2016-0092969, records of Maricopa County, Arizona Recorder (collectively, the “Original Declaration”).

B. Declarant Recorded the Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium on May 3, 2016 at Recording No. 2016-0299747, records of Maricopa County, Arizona Recorder (the “Previous Declaration”).

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C. Twenty amendments to the Previous Declaration have been recorded and Declarant wishes to consolidate all the information contained within the twenty amendments into this Declaration.

D. By the recording of this Declaration, Declarant hereby restates the Previous Declaration in its entirety and consolidates in this Declaration the following amendments: the First Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “First Amendment”) recorded on November 1, 2017 at Document Number 2017-0813000, records of Maricopa County, Arizona, the Second Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Second Amendment”) recorded on March 5, 2018 at Document Number 2018-0166025, records of Maricopa County, Arizona and re-recorded on June 5, 2018 at Document Number 2018-0428385, records of Maricopa County, Arizona (the “Amended and Restated Second Amendment”), the Third Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Third Amendment”) recorded on March 6, 2018 at Document Number 2018-0168239, records of Maricopa County, Arizona, the Fourth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Fourth Amendment”) recorded on April 12, 2018 at Document Number 2018-0276445, records of Maricopa County, Arizona and re-recorded on April 30, 2018 at Document Number 2018-0327466, records of Maricopa County, Arizona (the “Amended and Restated Fourth Amendment”), the Fifth Amendment to Amended and Restated Condominium Declaration

for The Overlook at FireRock, a Condominium (the “Fifth Amendment”) recorded on April 18, 2018 at Document Number 2018-0293800, records of Maricopa County, Arizona, the Sixth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Sixth Amendment”) recorded on May 4, 2018 at Document Number 2018-0344345, records of Maricopa County, Arizona and re-recorded on June 20, 2018 at Document Number 2018-0471473, records of Maricopa County, Arizona, the Seventh Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Seventh Amendment”) recorded on June 5, 2018 at Document Number 2018-0429982, records of Maricopa County, Arizona, the Eighth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Eighth Amendment”) recorded on August 13, 2018 at Document Number 2018-0611045, records of Maricopa County, Arizona, the Ninth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Ninth Amendment”) recorded on August 13, 2018 at Document Number 2018-0611308, records of Maricopa County, Arizona, the Tenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Tenth Amendment”) recorded on September 12, 2018 at Document Number 2018-0687330, records of Maricopa County, Arizona, the Eleventh Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Eleventh Amendment”) recorded on September 18, 2018 at Document Number 2018-0703298, records of Maricopa County, Arizona, and re-recorded on February 5, 2019 at Document Number 2019-0079037, records of Maricopa County, Arizona, the Twelfth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Twelfth Amendment”) recorded on December 20, 2018 at Document Number 2018-0932760, records of Maricopa County, Arizona, the Thirteenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Thirteenth Amendment”) recorded on December 20, 2018 at Document Number 2018-0933249, records of Maricopa County, Arizona, the Fourteenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Fourteenth Amendment”) recorded on February 6, 2019 at Document Number 2019-0083180, records of Maricopa County, Arizona, the Fifteenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Fifteenth Amendment”) recorded on February 21, 2019 at Document Number 2019-0118554, records of Maricopa County, Arizona, the Sixteenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Sixteenth Amendment”) recorded on April 9, 2019 at Document Number 2019-0249391, records of Maricopa County, Arizona, the Seventeenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Seventeenth Amendment”) recorded on May 23, 2019 at Document Number 2019-0381582, records of Maricopa County, Arizona, the Eighteenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Eighteenth Amendment”) recorded on August 6, 2019 at Document Number 2019-0601248, records of Maricopa County, Arizona, the Nineteenth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Nineteenth Amendment”) recorded on November 5, 2019 at Document Number 2019-0889031, records of Maricopa County,



Arizona, and the Twentieth Amendment to Amended and Restated Condominium Declaration for The Overlook at FireRock, a Condominium (the “Twentieth Amendment”) recorded on March 5, 2020 at Document Number 2020-0193264, records of Maricopa County, Arizona.

E. This Declaration governs that certain real property situated in the Town of Fountain Hills, Arizona, which is more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the “Parcel”).

F. The Parcel is located within the development boundaries of the planned community known as **FireRock** which is governed by the Declaration of Covenants, Conditions, Restrictions and Easements for FireRock Country Club dated June 21, 1999, and recorded at Recording No. 99-0587829, records of Maricopa County, Arizona Recorder, as amended (the “Master Declaration”). The FireRock Community Association, Inc., an Arizona nonprofit corporation, (the “Master Association”) has been formed under the Master Declaration for purposes set forth in the Master Declaration.

G. By Recording the Original Declaration, Previous Declaration, all amendments thereto, and this Declaration, Declarant submits and subjects the Parcel, together with all buildings and improvements now or hereafter constructed thereon, and all easements and rights appurtenant thereto, to a condominium plan of description and ownership pursuant to Title 33, Chapter 9 of the Arizona Revised Statutes. Declarant reserves the right to expand the condominium created by the recording of the Original Declaration, Previous Declaration, all amendments thereto, and this Declaration by Unofficial Document and subjecting to this Declaration all or any portion of the Additional Property (as defined in Section 1.1).

H. Declarant desires to comply with all terms of the Master Declaration and to establish for its own benefit and for the mutual benefit of all future Occupants of the Parcel, or any part thereof, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein which shall run with and be a burden upon the Parcel.

I. Declarant intends that the Owners, Occupants, and all other persons hereinafter acquiring any interest in the Parcel, shall at all times enjoy the benefits of, and shall hold their interest subject to, the Master Declaration and this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Parcel; and for establishing rules for the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Parcel and the quality of life therein.

J. Declarant intends to develop the Parcel by selling the Units shown on the recorded Plat with a dwelling constructed thereon, the design of which may vary from dwelling to dwelling depending on the initial Owner’s individual preferences, and with certain limitations established by Declarant.

K. These recitals are incorporated into this Declaration by reference.

NOW, THEREFORE, Declarant, for the purposes hereinafter set forth, declares as follows:

## **ARTICLE I DEFINITIONS**

Capitalized terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S. §33-1201, *et seq.*, as amended from time to time. The following capitalized terms shall have the general meanings described in the Condominium Act and for purposes of this Declaration shall have the specific meanings set forth below:

**1.1 “Additional Property”** means the real property described on any Exhibit B that may be attached to this Declaration located in Maricopa County, Arizona, together with all buildings and other Improvements located thereon and all easements, rights and appurtenances belonging thereto.

**1.2 “Architectural Committee”** means the committee of the Association which may be created pursuant to Section 6.11 of this Declaration.

**1.3 “Architectural Rules”** means the rules and guidelines that may be adopted by the Board or Architectural Committee pursuant to Section 6.11 of this Declaration, as amended or supplemented from time to time.

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**1.4 “Areas of Association Responsibility”** means those areas and Improvements located within the boundaries of a Unit which the Association is required to repair, maintain and replace pursuant to the terms of this Declaration or pursuant to any agreement whereby the Association undertakes repair, maintenance or replacement obligations, exclusive of the Common Elements, but including without limitation the areas described in Section 5.1.3 of this Declaration.

**1.5 “Articles”** means the Articles of Incorporation of the Association, as amended from time to time.

**1.6 “Assessments”** means the Common Expense Assessments and Special Assessments levied and assessed against each Unit pursuant to Article 7 of this Declaration, and any Assessment levied against less than all the Units pursuant to Section 7.2.5.

**1.7 “Assessment Lien”** means the lien granted to the Association by the Condominium Act to secure the payment of Assessments, monetary penalties and other charges owed to the Association.

**1.8 “Association”** means The Overlook at FireRock Condominium Association, Inc., an Arizona nonprofit corporation, its successors and assigns.

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

**1.10 “Bylaws”** means the Bylaws of the Association, as amended from time to time.

**1.11 “Common Elements”** means all portions of the Condominium other than the Units.

**1.12 “Common Expenses”** means expenditures made by or financial liabilities of the Association, together with any allocations to reserves, including, without limitation, (i) the cost of inspection, maintenance, management, operation, repair and replacement of the Common Elements and Areas of Association Responsibility, all Improvements thereon, including private streets and driveways; (ii) the cost of sewer, utilities and trash removal which serve the Units and/or the Common Elements except to the extent such utilities and services are separately metered or billed to specific Units; (iii) the cost of insurance premiums for fire, liability, workers’ compensation, errors and omissions and directors, officers and agents liability, and any other insurance that may be required for the Association or the Condominium or that the Board of Directors determines advisable to obtain, the costs of bonding the members of the Board of Directors, and the cost of compensation, wages, materials, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium, including landscape renovation and maintenance; (iv) the cost of rendering to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; (v) such other funds as may be necessary to provide general operating reserves and reserves for contingencies and replacements deemed appropriate by the Board of Directors; and (vi) the cost for any other item or items incurred by the Association, for any reason whatsoever in connection with the Condominium, for the common benefit of the Unit Owners.

**1.13 “Common Expense Assessment”** means the assessment levied against the Units pursuant to Section 7.2 of this Declaration.

**1.14 “Common Expense Liability”** means the liability for Common Expenses allocated to each Unit by this Declaration.

**1.15 “Condominium”** means the real property located in Maricopa County, Arizona, which is described in Exhibit A attached to this Declaration, together with all buildings and other Improvements located thereon, and any part of the Additional Property that is annexed by the Declarant pursuant to Section 2.10, together with all buildings and other Improvements located thereon.

**1.16 “Condominium Act”** means the Arizona Condominium Act, A.R.S. §33-1201, *et seq.*, as amended from time to time.

**1.17 “Condominium Documents”** means the Declaration and the Plat, Articles of Incorporation, Bylaws, Rules, and the Architectural Rules.

**1.18 “Declarant”** means Toll Brothers AZ Construction Company, Inc., an Arizona corporation, and its successors and any person or entity to whom it may transfer any Special Declarant Rights.

**1.19 “Declaration”** means this Condominium Declaration, as amended from time to time.

**1.20 “Development Rights”** means any right or combination of rights reserved by or granted to the Declarant in this Declaration to do any of the following:

- a. Add real estate to the Condominium;
- b. Create easements, Units, Common Elements or Limited Common Elements within the Condominium;
- c. Convert Units (or portions of one or more Units) into Common Elements or convert Common Elements into Units;
- d. Withdraw real estate from the Condominium;
- e. Make the Condominium part of a larger condominium or planned community; and
- f. Amend the Condominium Documents during the Period of Declarant Control to comply with (a) the Condominium Act; (b) the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity <sup>Unofficial Document</sup> corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including, without limitation, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"); (c) the rules or requirements of any federal, state or local governmental entity or agency whose approval of the Condominium Documents is required by law or requested by Declarant; or (d) to correct any error or inconsistency in the Condominium Documents.

**1.21 “Firerock Country Club”** means the Firerock Golf and Country Club, LLC, an Arizona limited liability company, the owner of the golf course and country club facilities in the Master Association, and its successors and assigns.

**1.22 “First Mortgage”** means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust on the same Unit.

**1.23 “First Mortgagee”** means the holder of any First Mortgage.

**1.24 “Improvement”** means any physical structure, fixture, facility or improvement existing or constructed, placed, erected or installed on the land included in the Condominium, including, but not limited to, buildings, private drives, walkways, spas, paving, fences, walls,

gates, fountains, statues, artwork, ornamentation, furniture, screens, hedges, plants, trees and shrubs of every type and kind.

**1.25 “Limited Common Elements”** means a portion of the Common Elements specifically designated in this Declaration, the Plat, or by the Board as a Limited Common Element and allocated by this Declaration, the Board, or by operation of the Condominium Act for the exclusive use of one or more but fewer than all of the Units.

**1.26 “Master Association”** means The FireRock Community Association, Inc., an Arizona nonprofit corporation.

**1.27 “Master Declaration”** means the Declaration of Covenants, Conditions, Restrictions and Easements for FireRock Country Club, recorded at 1999-0587829, records of Maricopa County Recorder, and as subsequently amended.

**1.28 “Member”** means any Person who is or becomes a member of the Association.

**1.29 “Modification”** means any additions, alterations or improvements, repair, change or replacement of any Improvement.

**1.30 “Occupant”** means any Person residing on a temporary or permanent basis within a dwelling in the Condominium, including a Unit Owner, family members of a Unit Owner, or any guest, invitee, licensee or lessee of such Unit Owner.

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**1.31 “Parcel”** means the real property described on Exhibit A, which is the subject of this Condominium Declaration.

**1.32 “Period of Declarant Control”** means the time period commencing on the date this Declaration is recorded with the County Recorder of Maricopa County, Arizona, and ending on the earlier of: (i) ninety (90) days after the conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant; (ii) four (4) years after Declarant, and its successors, if any, have ceased to offer Units for sale in the ordinary course of business, or (iii) when the Declarant voluntarily terminates the period of Declarant control.

**1.33 “Permitted Pet”** includes the pets defined in Section 4.7 of this Declaration.

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

**1.35 “Plat”** means the Final Condominium Plat Parcel “B” at FireRock, a Condominium, which plat has been recorded in Book 1244 of Maps, page 37, Maricopa County, Arizona, and any amendments, supplements or corrections thereto.

**1.36 “Purchaser”** means any Person, other than the Declarant, who by means of a voluntary transfer becomes a Unit Owner, except for a Person who purchases a Unit and then

leases it to the Declarant for use as a model in connection with the sale of other Units, or a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right.

**1.37 “Rules”** means the rules and regulations adopted by the Board of Directors pursuant to Section 6.4 of this Declaration, as amended or supplemented from time to time.

**1.38 “Single Family”** means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Unit.

**1.39 “Special Declarant Rights”** means any right or combination of rights reserved pursuant to Article 10 of this Declaration.

**1.40 “Unit”** means a portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.5 of this Declaration. No Unit shown on the Plat shall be considered a Unit for purposes of this Declaration until such Unit has been annexed and subjected to this Declaration in accordance with the provisions of Section 2.10.

**1.41 “Unit Owner”** means the record owner, whether one or more Persons, of title to the fee simple interest of a Unit. Unit Owner shall not include Persons having an interest in a Unit merely as security for the performance of an obligation, or a lessee or tenant of a Unit. If the Unit is owned by a revocable trust, the trustor shall be deemed to be the Unit Owner. If the Unit is owned by an irrevocable trust, the trustee Unofficial Document shall be deemed to be the Unit Owner. Unit Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract subject to A.R.S. § 33-741, et seq. Unit 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 executory contracts pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee pursuant to A.R.S. § 33-801, et seq., the trustor shall be deemed to be the Unit Owner. In the case of Units 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 Unit shall be deemed to be the Unit Owner.

**1.42 “Visible From Neighboring Property”** means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation equal to the greater of the elevation of the base of the object being viewed or the ground level of any portion of the Common Elements.

## ARTICLE 2

### SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

**2.1 Submission of Property.** Declarant hereby submits the real property described on Exhibit A attached to this Declaration, together with all Improvements situated thereon and

all easements, rights and appurtenances thereto, to the provisions of the Condominium Act for the purpose of creating a condominium in accordance with the provisions of the Condominium Act and this Declaration and hereby declares that the real property described on Exhibit A attached to this Declaration, together with all Improvements situated thereon, and all easements; rights and appurtenances thereto, shall be held and conveyed subject to the terms, covenants, conditions and restrictions set forth in this Declaration. Each Owner of a Unit, by acceptance of a deed therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Master Association such assessments as may be levied from time to time pursuant to the Master Declaration, and to be governed by its respective articles of incorporation and bylaws. Each Owner further agrees that any such assessments, together with late charges, interest thereon, costs, and reasonable attorneys' fees, shall be a charge on and a continuing lien upon the Unit against which such assessment is made, as set forth in the Master Declaration. Nothing in this Declaration or this Section 2.1 shall in any way limit the rights, remedies or obligations of the Master Association regarding Owners or Units.

**2.2 Name of Condominium.** The name of the condominium created by this Declaration is The Overlook at FireRock, a Condominium.

**2.3 Name of Association.** The name of the Association is The Overlook at FireRock Condominium Association, Inc.

**2.4 Identifying Numbers of Units.** The identifying numbers of the Units within the Condominium are set forth on Exhibit C.

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**2.5 Unit Boundaries.**

**2.5.1** The vertical boundaries of each Unit are shown on the Plat. The vertical boundaries of each Unit are the exterior finished surfaces of the perimeter walls of the dwelling within the Unit (including the attached garage and including the exterior doors and windows, any shutters, awnings, window boxes, fireplaces, and entryways) and a vertical plane running through the center of any Party Wall separating the Unit from another Unit. All spaces, interior partitions and other fixtures and Improvements within the boundaries of a Unit are part of the Unit.

**2.5.2** The Units do not have horizontal boundaries.

**2.5.3** The physical boundaries of a Unit shall be considered to be the proper boundaries regardless of the settling, rising or lateral movement of the buildings and regardless of any variances between any boundaries shown on the Plat and the actual physical boundaries.

**2.5.4** Subject to and in accordance with A.R.S. § 33-1222, Declarant reserves the right to relocate the boundaries between adjoining Units owned by the Declarant by an amendment to the Plat and to reallocate each such Unit's Common Element interest, votes in the Association, and Common Expense Liabilities by amendment to this Declaration.

**2.6 Allocation of Common Elements Interest and Common Expense Liabilities.**

The allocation of undivided interests in the Common Elements and in the liability for the Common Expenses of the Association shall be allocated equally among the Units. Accordingly, the interest in the Common Expenses of the Association for each Unit shall be a fraction, where the numerator is one (1) and the denominator is the number of Units in the Condominium. As Units are added to the Condominium by the annexation of all or any part of the Additional Property by the Declarant pursuant to Section 2.10, the percentage of undivided interests in the Common Elements and in the Common Expenses of each Unit shall be reallocated in accordance with the formula above.

**2.7 Voting Rights.**

**2.7.1 Allocation of Votes in the Association.** The total votes in the Association shall be equal to the number of Units in the Condominium. The votes in the Association shall be allocated equally among all the Units, with each Unit having one (1) vote.

**2.7.2 Allocation of Votes in the Master Association.** Declarant, the Association and all Owners of Units acknowledge and agree that pursuant to Article VI, Section 3 of the Master Association, each Owner of a Unit shall have one-half (1/2) vote for each Unit owned.

**2.8 Allocation of Limited Common Elements.**

**2.8.1** Each Unit shall be all <sup>Unofficial Document</sup> entryway, a covered patio, an uncovered patio, and a driveway contiguous thereto as a Limited Common Element, as depicted on the Plat.

**2.8.2** Each water, sewer, electric, cable, digital and other utility line, valve, switch, box, and panel serving only one Unit and located outside of the Unit boundaries shall be a Limited Common Element allocated to the Unit served.

**2.8.3** A Limited Common Element may be reallocated by an amendment to this Declaration made in accordance with the provisions of A.R.S. § 33-1218(B) of the Condominium Act.

**2.8.4** The Board of Directors shall have the right, without a vote of the Members, to establish or allocate as a Limited Common Element any portion of the Common Elements not previously established or allocated as a Limited Common Element. Any such allocation by the Board of Directors shall be made by an amendment to this Declaration and an amendment to the Plat if required by the Condominium Act.

**2.9 Inconsistency with Plat.** In the event of any inconsistency or conflict between the provisions of this Article 2 and the Plat, this Article 2 shall control.

**2.10 Expansion of the Condominium; Annexation of Additional Property.**



**2.10.1** Declarant hereby expressly reserves the right, but not the obligation, to expand the Condominium created by this Declaration, without the consent of the Association or any other Unit Owner, by annexing and submitting to this Declaration all or any portion of the Additional Property, if any. The Declarant shall exercise its right to expand the Condominium by executing and recording an amendment to this Declaration containing the following: (a) a legal description of the portion of the Additional Property being annexed; (b) the number of Units being added by the annexation and the Identifying Number assigned to each new Unit; (c) a description of the Limited Common Elements created and a designation of the Unit to which each Limited Common Element is allocated; (d) a reallocation to each Unit of a percentage of undivided interests in the Common Elements, the Common Expenses of the Association and the votes in the Association; (e) a description of any Special Declarant Rights or Development Rights reserved by the Declarant with respect to the Additional Property being annexed. This option to expand the Condominium shall expire fifteen (15) years from the date of the Recording of this Declaration.

**2.10.2** Unless otherwise provided in the amendment adding Additional Property, the effective date of the annexation and the date for reallocating to each Unit a percentage of undivided interests in the Common Elements, the Common Expenses of the Association, and the votes in the Association shall be the date on which the amendment annexing additional Units is recorded. An amendment annexing all or any portion of the Additional Property may divide the Additional Property being annexed into separate phases and may provide for different effective dates for the annexation of each phase.

**2.10.3** The Additional Property <sup>Unofficial Document</sup> may be added as a whole at one time or in one or more portions at different times, or it may never be added, and there are no limitations upon the order of addition or the boundaries thereof. The Additional Property submitted to the Condominium need not be contiguous, and the exercise of the option as to any portion of the Additional Property shall not bar the further exercise of the option as to any other portions of the Additional Property. There are no limitations on the locations or dimensions of Improvements to be located on the Additional Property. No assurances are made as to what, if any, further Improvements will be made by Declarant on any portion of the Additional Property. Improvements to any Additional Property must be consistent with the Improvements to the Parcel in terms of quality of construction.

**2.10.4** The Additional Property, when and if added to the Condominium, shall be subject to the use restrictions contained in this Declaration and shall be subject in all respect to the Condominium Documents.

**2.10.5** Declarant makes no assurances as to the exact number of Units, if any, which shall be added to the Condominium by annexation of all or any portion of the Additional Property.

**2.10.6** All taxes and other assessments relating to all or any portion of the Additional Property annexed into the Condominium covering any period prior to the time when such portion of the Additional Property is annexed in accordance with this Section shall be the responsibility of and shall be paid for by Declarant.

**ARTICLE 3  
EASEMENTS**

**3.1 Utility Easement.** There is hereby reserved to Declarant the right to create an easement upon, across, through, over and under the Common Elements and Units for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity, that may be necessary in connection with development of the Project by Declarant, provided, however, such easement does not conflict with the Plat. By virtue of this easement, it shall be expressly permissible for the providing utility company to install and maintain the necessary equipment and lines on, across, over, through, and under the Common Elements and Units, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements or Units except as initially designed, approved and constructed by the Declarant or as approved by Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements or Units. In the event of any inconsistency between this Section and the Plat, the Plat shall control.

**3.2 Easements for Ingress and Egress.** There is hereby created an easement for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, trails, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such streets and parking areas as from time to time may be paved and located upon the Common Elements and intended for such purposes. Unofficial Document Intent shall run in favor of and be for the benefit of the Unit Owners and Occupants of the Units. In the event of any inconsistency between this Section and the Plat, the Plat shall control.

**3.3 Unit Owners' Easements of Enjoyment.**

**3.3.1** Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- a. The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements;
- b. The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the Condominium Act;

c. All rights and easements set forth in this Declaration including, but not limited to, the rights and easements granted to the Declarant by Sections 3.4 and 3.5 of this Declaration;

**3.3.2** If a Unit is leased, the lessee and family members residing with the lessee shall have the right to use the Common Elements during the term of the lease, and the Unit Owner shall have no right to use the Common Elements until the termination or expiration of the lease.

**3.3.3** The guests and invitees of any Occupant may use the Common Elements provided they are accompanied by an Occupant. The Board of Directors shall have the right to limit the number of guests and invitees who may use the Common Elements at any one time and may restrict the use of the Common Elements by guests and invitees to certain specified times.

**3.3.4** A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

**3.3.5** The provisions of this Section shall not apply to Limited Common Elements, if any, that are allocated to one or more but less than all of the Units (except for the Board's right to adopt Rules regarding the Unofficial Document Common Elements).

### **3.4 Declarant's Use for Sales And Leasing Purposes.**

**3.4.1** Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and models throughout the Condominium and to maintain one or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium. Declarant reserves the right to place models, management offices and sales and leasing offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate.

**3.4.2** Declarant may from time to time relocate models, management offices and sales and leasing offices to different locations within the Condominium. Upon the relocation of a model, management office or sales and leasing office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom.

**3.4.3** So long as Declarant is marketing Units in the Condominium, Declarant shall have the right to reserve parking areas for use by prospective Unit purchasers and tenants, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities.

**3.4.4** The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium

that has not been represented to the Association as property of the Association. The Declarant reserves the right to remove from the Condominium any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

### **3.5 Declarant's Rights and Easements.**

**3.5.1** Declarant shall have the right and an easement on and over the Common Elements and Units to construct the Common Elements, dwellings, and other Improvements the Declarant may deem necessary, and to use the Common Elements and any Units owned by Declarant for construction or renovation related purposes, including, without limitation, the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work in the Condominium.

**3.5.2** Declarant shall have the right and an easement on, over and under those portions of the Common Elements and Areas of Association Responsibility necessary for the purpose of maintaining and correcting drainage of surface, roof or storm water; however, nothing herein shall impose an additional obligation upon Declarant to maintain or correct any such drainage conditions. The easement created by this Subsection expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary.

**3.5.3** The Declarant shall have an easement through the Units, including the dwelling, for any access necessary to complete any construction, renovations, warranty work or modifications to be performed by Declarant.

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**3.5.4** The Declarant shall have the right and an easement on, over, and through the Common Elements and Units as may be reasonably necessary for the purpose of discharging its obligations and exercising Special Declarant Rights whether arising under the Condominium Act or reserved in this Declaration.

**3.6 Easement for Support.** To the extent necessary, each Unit and all Common Elements shall have an easement for structural support from adjacent Units and Common Elements.

**3.7 Easement Over Common Elements and Units in Favor of the Association.** The Common Elements and Units shall be subject to an easement in favor of the Association and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements and Areas of Association Responsibility and for the purpose of exercising all rights and discharging all obligations of the Association, including, but not limited to the following:

**3.7.1** For inspection, maintenance, repair and replacement of the Common Elements or the Areas of Association Responsibility and Limited Common Elements, if any, situated in or accessible from such Units or Limited Common Elements;

**3.7.2** For correction of emergency conditions in one or more Units or Limited Common Elements or casualties to the Common Elements, Areas of Association Responsibility, the Limited Common Elements or the Units;

**3.7.3** For the purpose of enabling the Association, the Board of Directors or any other committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents; and

**3.7.4** For inspection, at reasonable times and upon reasonable notice to the Occupant, of the Units and the Limited Common Elements, if any, to verify that Occupants are complying with the provisions of the Condominium Documents.

**3.8 Easement Over Common Elements and Units in Favor of Unit Owners.** The Common Elements and Units shall be subject to the following easements in favor of the Units and Unit Owners benefitted:

**3.8.1** For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, irrigation lines and systems, spa equipment, electrical, telephone and other communication equipment, receptacles, panels, wiring and cables and all other utility lines and conduits that are a part of or serve any Unit and that pass across, under, over, or through a portion of the Common Elements or any other Unit if the installation was originally designed or constructed by or on behalf of Declarant or is subsequently approved by the Board of Directors.

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**3.8.2** For the installation, repair, maintenance, use, removal, or replacement of any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture, that are a part of or serve any dwelling but that encroach into another Unit or a part of the Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements.

**3.8.3** For the ingress or egress by a Unit Owner over any driveway serving such Unit that may encroach upon any adjacent Common Elements or other Unit.

**3.8.4** For the performance of the Unit Owners' obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 5.2 of this Declaration.

**3.9 Easement for Unintended Encroachments.** To the extent that any dwelling, Limited Common Element or Common Elements encroaches on any other Unit or Common Elements as a result of original construction, shifting or settling, or alteration or restoration authorized by this Declaration, or any reason other than the intentional encroachment on the Limited Common Elements, Common Elements or any Unit by a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

**3.10 Easements for Master Association.** Nothing in this Article 3 shall operate to limit the rights of the Master Association or the obligations of Owners of Units pursuant to the Master Declaration, specifically, Article IV, Section 2 (n) of the Master Declaration regarding utility easements and Article IV, Section 2 (v) of the Master Declaration regarding the Master Association's right to enter the Common Elements and the Units and inspect for compliance with the Master Declaration. As further set forth in the Master Declaration, the Common Elements and Units shall be subject to an easement in favor of the Master Association and the agents, employees and independent contractors of the Master Association to enable it to exercise and discharge its rights, powers and duties.

#### **ARTICLE 4 USE AND OCCUPANCY RESTRICTIONS**

**4.1 Residential Use.** All Units shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on, in, or from any Unit or Limited Common Element, except that an Occupant may conduct a business activity within a Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Condominium; (iii) the business activity does not involve persons coming on to the Unit or the door-to-door solicitation of Unit Owners or other residents in the Condominium; and (iv) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Condominium, as may be determined from time to time in the sole discretion of the Board of Directors. 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: (i) such activity is engaged in full or part time; (ii) such activity is intended or does generate a profit; or (iii) a license is required for such activity. The leasing of a Unit by the Unit Owner thereof shall not be considered a trade or business within the meaning of this Section.

**4.2 Antennas.** Unless governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, no antenna or other device for the transmission or reception of television, internet or radio signals or any other form of electromagnetic radiation or any associated equipment shall be erected, used or maintained outdoors on any portion of the Condominium whether attached to a building or structure or otherwise so as to be Visible From Neighboring Property or the street, unless approved in writing by the Board of Directors. Any device governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, shall only be mounted within the Unit or Limited Common Elements allocated to the Unit, shall comply with any applicable antenna installation rules of the Association, and shall be mounted, to the extent reasonably possible, so as to not be Visible From Neighboring Property or the street.

**4.2.1** While the Owner has the right to place the devices governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, on the roofs and other exterior portions of the dwellings on the Owner's Unit and on the covered and uncovered patios allocated to the Unit as Limited Common Elements, the Owner is advised that the Association has the obligation, under Section 5.1.3 of this Declaration, for the maintenance, repair, and replacement of such Areas of Association Responsibility. If the Association determines that it is necessary or desirable to cause such Areas of Association Responsibility to be maintained, repaired, or replaced, and if it is necessary for the devices governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, to be temporarily removed to complete the work on such Areas of Association Responsibility, the Association will give the Owner at least seven (7) days written notice (unless emergency circumstances require a shorter timeframe, in which case the Association will give as much advance notice as it reasonably can) of the day by which the device must be removed, and the Owner shall be responsible for removing the device and then re-installing the device after the work is completed. If an Owner fails to remove the device after being given written notice by the Association as set forth herein, the Association is hereby authorized to remove the device and deliver it to the Owner; the Owner may re-install the device after the work is completed. Any cost to the Association for removing the device shall be paid by the Owner to the Association as an Assessment and shall be collectible in the same manner as delinquent Assessments and by any lawful procedure allowed by the laws of the State of Arizona.

**4.3 Utility Service.** Except for lines, wires and devices existing on the Condominium as of the date of this Declaration or as permitted by Section 4.2 above, and maintenance and replacement of the same, no lines, wires, or Unofficial Document ices for the communication or transmission of electric current or power, including, but not limited to, telephone, television, or radio signals, shall be erected, placed or maintained anywhere in or upon the Condominium unless they are installed and maintained underground or concealed in, under, or on buildings or other structures permitted under this Declaration. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures permitted under this Declaration.

**4.4 Improvements and Alterations.**

**4.4.1** After the initial construction of a dwelling, a Unit Owner may make nonstructural Modifications within a Unit without the prior written approval of the Board of Directors, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units, dwellings, the Limited Common Elements, if any, and the Common Elements that results from any such alterations, additions or improvements. Notwithstanding the foregoing, no Modification within a Unit or within any Limited Common Element allocated to the exclusive use of a Unit, whether structural or not, that would penetrate the exterior of the structures on the Unit and Limited Common Elements or that would be Visible From Neighboring Property, including, without limitation, a change to the exterior color scheme or any Modification of the exterior of a Unit, shall be made without the prior written approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed addition, alteration or improvement is aesthetically pleasing and in harmony with the surrounding Improvements.

**4.4.2** Except as otherwise set forth in Section 4.4.1, no Unit Owner shall make any Modification to a Unit or the Limited Common Elements allocated to the Unit, unless, prior to the commencement of each Modification, the Unit Owner receives the written approval of the Board of Directors and, if requested by the Board of Directors, an architect or engineer, licensed in Arizona, certifies that such Modification will not impair the drainage system in the Parcel or impair the structural integrity of the Unit, any adjacent Unit or Limited Common Element, or the Common Elements. The Unit Owner shall, to the extent permitted by Arizona law, be responsible for any damage to other Units, dwellings, Limited Common Elements, and Common Elements that results from any such Modification. No excavation, grading or drainage work shall be performed on any Unit without the prior written approval of the Board.

**4.4.3** Any Owner who is required to obtain approval of the Board for a Modification shall submit to the Board (i) a written request for approval specifying in detail the nature and extent of the Modification or other work that the Owner desires to perform; (ii) plans and specifications, if applicable; (iii) any other information that the Board may request; and (iv) any fee payable pursuant to Section 4.4.6 of this Declaration. If the Board fails to approve or disapprove an application for approval within thirty (30) days after submittal of the completed application, the Modification shall be deemed disapproved. The approval by the Board of any Modification or other work pursuant to this Section shall not be deemed a waiver of the Board's right to withhold approval of any similar Modification or other work subsequently submitted for approval.

**4.4.4** Upon receipt of approval Unofficial Document from the Board for any Modification or other work, the Owner requesting such approval shall proceed to perform and complete the Modification or other work approved by the Board as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Board.

**4.4.5** Any change, deletion or addition to the plans and specifications approved by the Board must be approved in writing by the Board.

**4.4.6** The Board may charge a fee for reviewing requests for approval of any Modification or other work pursuant to this Section, which fee shall be payable at the time the application for approval is submitted to the Board. If the Board intends to use a portion of the fee to pay for the cost of experts and the expert's fee is unknown at the time the application is submitted, the Board may require the Owner to provide a deposit, in addition to the review fee, to cover the cost of the expert. If the expert's costs exceed the deposit, the Owner shall be responsible for paying the additional costs to the Association. Such amounts, if unpaid, shall become an Assessment against the Unit. Furthermore, the Owner shall be required to pay the additional costs before any Modification will be approved.

**4.4.7** The approval by the Board of any Modification or other work pursuant to this Section shall not be deemed a warranty or representation by the Board as to the quality of such Modification or other work or that such Modification or other work conforms to any



applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

**4.4.8** All Improvements constructed on a Unit shall be of new construction, and no buildings or other structures shall be moved from other locations on to any Unit.

**4.4.9** The approval required of the Board pursuant to this Section shall be in addition to, and not in lieu of, any approvals or permits that may be required under any federal, state or local law, statute, ordinance, rule or regulation, or approvals required under the Master Declaration.

**4.4.10** The provisions of this Section do not apply to, and approval of the Board shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvements or Modifications made by, or on behalf of, the Declarant, or any other work performed by the Declarant.

**4.4.11** Nothing in this Section 4.4 shall operate to limit the rights of the Master Association or the obligations of Owners of Units pursuant to the Master Declaration. Specifically, Article IV, Section 2(a) of the Master Declaration states that the Association and all Owners of Units are obligated to (i) comply with the Master Association's "Design Guidelines" as that term is defined in the Master Declaration, (ii) comply with any other guidelines, standards and rules adopted by the Master Association's "Architectural Committee" as that term is defined in the Master Declaration, and (iii) obtain prior approval of the Master Association's Architectural Committee for any improvement, alteration, repair, excavation, grading, landscaping or other work, whether undertaken by the Association or a Unit Owner. The preceding summary of rights and obligations in the Master Declaration is not intended to and shall not operate to amend or modify the Master Declaration's provisions.

**4.5 Trash Containers and Collection.** No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size, number, and style that are approved by the Board of Directors. In no event shall such containers 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. The Board of Directors shall have the right to subscribe to a trash service for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board of Directors shall have the right to require all Owners to place trash and garbage in containers located in areas designated by the Board of Directors. No incinerators shall be kept or maintained in any Unit.

**4.6 Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the uses permitted by this Declaration, and except that which Declarant or the Association may require for the construction, operation and maintenance of the Common Elements and Areas of Association Responsibility.

**4.7 Animals.** No animals, birds, fowl, poultry or livestock shall be maintained or kept in any Units or on any other portion of the Condominium, except that no more than two (2) Permitted Pets may be kept or maintained in a Unit. For purposes of this Section, a "Permitted Pet" shall mean a dog, cat, household bird or other generally recognized household pet kept or raised solely as a domestic pet and not for commercial purposes. Notwithstanding the foregoing, the Board of Directors is authorized to determine, in its discretion and on a case-by-case basis, whether any particular animal or pet is to be considered as a "generally recognized household pet", and the Board of Directors may on a case by case basis allow one or more Unit Owners to keep more than two (2) Permitted Pets if in the sole discretion of the Board of Directors, taking into account the size and type of animal or pet, the total number of Permitted Pets of the Unit's Owner, the noise of the animal or pet and any other relevant considerations, the increased number of Permitted Pets will not negatively impact other Unit Owners. The approval by the Board of Directors of an increased number of Permitted Pets by a Unit Owner shall not be construed as approval to any other Unit Owner. No Permitted Pet shall be allowed to make an unreasonable amount of noise, cause an odor, or to become a nuisance. All dogs shall be kept on a leash not to exceed six (6) feet in length when outside a Unit or any Limited Common Elements allocated to the Unit, and all dogs shall be directly under the control of a human being at all times. It shall be the responsibility of all Occupants to remove immediately any droppings from Permitted Pets. Any Unit or Limited Common Element where a Permitted Pet is kept or maintained shall at all times be kept in a neat and clean condition. No structure for the care, housing, confinement, or training of any animal or pet shall be maintained on any portion of the Common Elements or in any Unit so as to be Visible From Neighboring Property. Upon the written request of any Unit Owner, the Board of Directors shall determine whether, for the purposes of this Section, a Permitted Pet is <sup>Unofficial Document</sup> a nuisance or is making an unreasonable amount of noise or causing an odor. The Board of Directors shall have the right to adopt, amend and repeal Rules governing the keeping of Permitted Pets in the Condominium, and such Rules may include limitations on the height and/or weight of Permitted Pets.

**4.8 Temporary Occupancy.** No trailer, basement of any incomplete building, tent, shack, garage, barn or other structure, and no temporary Improvement of any kind shall be used at any time for any residence either temporarily or permanently. Temporary buildings or structures used during the construction of buildings or structures must be approved by the Board of Directors and shall be removed promptly upon completion of the construction of the building or structure.

**4.9 Clothes Drying Facilities.** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on the Condominium.

**4.10 Mineral Exploration.** No portion of the Condominium shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

**4.11 Harmful Conditions.** No Person shall permit any thing or condition to exist upon the Condominium that could induce, breed or harbor infectious plant diseases, noxious insects, or vermin. Additionally, no Person shall permit any thing or condition to exist, and no Person shall do any act, that could adversely affect the drainage or grading on the

Condominium. No Person shall provide food or water for wild animals within the Condominium.

**4.12 Trucks, Trailers, Campers and Boats.** No motor vehicle classed by manufacturer rating as exceeding 3/4 ton carrying or cargo capacity, commercial vehicle, inoperable vehicle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked, kept, maintained, constructed, reconstructed or repaired on any part of the Condominium except fully enclosed within a garage. For purposes of this Section, a commercial vehicle is any vehicle that meets any one or more of the following criteria: more than an aggregate of one hundred forty-four (144) square inches of any type of signage, design or lettering for advertising; commercial utility racks or ladder racks located on the vehicle; or work equipment or a tool box stored on the vehicle that is visible from outside of the vehicle. For purposes of this Section, an inoperable vehicle is one that is not running, has one or more flat tire(s) for ten (10) or more days, is up on blocks, is not properly licensed, or is not currently registered.

**4.13 Parking and Motor Vehicles.** Except for emergency repairs, no vehicles or equipment shall be constructed, reconstructed, serviced or repaired on any portion of the Condominium. Passenger automobiles, vans, SUVs, motorcycles, scooters, trucks with 3/4 ton or less carrying or cargo capacity, golf cart, and other similar passenger motor vehicles that are not commercial vehicles and are not inoperable vehicles (hereafter "Passenger Vehicles"), may be parked on the Limited Common Element driveway allocated to the Unit, so long as such Passenger Vehicle does not encroach upon the sidewalk or street. Without the approval of the Board of Directors, no Passenger Vehicle shall be parked: (i) on the streets within the Condominium other than for pickup/drop off, loading/unloading, or, when the driveway is insufficient to accommodate guest vehicles, guest parking for not longer than an aggregate of six (6) hours within any twenty-four (24) hour period; or (ii) in any guest parking area, except for guests and invitees of an Occupant for not longer than the actual length of the visit of the guests/invitees, but in no event exceeding an aggregate of four (4) days in any thirty (30) day period. The Board, in its sole discretion, for unforeseeable or exceptional circumstances, may grant approval for variations from the foregoing restrictions. In no event shall any vehicle or equipment be parked in an unsafe manner. The Board may adopt Rules further governing and restricting parking.

**4.14 Towing of Vehicles.** The Board of Directors shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents, towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment.

**4.15 Signs.** No signs except for (i) commercially-produced "For Sale", "For Rent/Lease" and "Open House" signs and sign riders in conformance with the industry standard size and (ii) signs as may be required by legal proceedings or as must be permitted by law, shall

be permitted on any Unit, Limited Common Element or any other portion of the Condominium without the prior written approval of the Board of Directors.

**4.16 Lawful Use.** No improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

**4.17 Nuisances and Offensive Activity.** No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental, or is an annoyance, to any portion of the Condominium or any Occupant of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium.

**4.18 Window Coverings.** No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Dwelling without the prior written approval of the Board of Directors. No enclosures, drapes, blinds, shades, screens, awnings, or other items affecting the exterior appearance of a dwelling or Unit shall be constructed or installed in or on any Dwelling Unit without the prior written consent of the Board of Directors.

**4.19 Basketball Goals and Backboards.** No basketball goal, pole, backboard or other similar structure, whether portable or permanent, be installed on any portion of the Condominium unless installed by the Declarant or Association as a component of the Common Elements recreational facilities.

**4.20 Limitation on Leasing of Units.** No Owner shall lease his or her Unit except in accordance with the terms and conditions of this Section 4.20. For purposes of this Section, a Lot will be deemed to be leased or rented when (i) the Lot is occupied by anyone other than the Owner or the Owner's family members, as defined in A.R.S. § 42-12053 (as amended, repealed, or recodified) or (ii) where the Owner receives monetary compensation from any Occupant(s). No Unit Owner may lease less than his entire Unit and dwelling. All leases must be to a Single Family. No Unit may be leased for a period of less than thirty (30) days. All leases shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Condominium Documents, and any failure by the lessee to comply with the terms of the Condominium Documents shall be a default under the lease. Upon leasing a Dwelling, a Unit Owner shall promptly (i) notify the Association of the commencement date and termination date of the lease and the names of each lessee or other adult person who will be occupying the Dwelling during the term of the lease and (ii) provide the Association with a completed copy of any "rental registration form" adopted by the Board.

Any severe violation, continuing violation or repeated violations (violation occurring three or more times) of the Declaration shall be a default under the lease. The Owner shall remain liable for compliance with the Condominium Documents, and shall be responsible for any violations thereof by the Owner's tenant or his tenant's agents, licensees, invitees, guests, or

family. All notices shall be sent to the Owner. Each Owner shall provide a copy of the Condominium Documents to each tenant of his/her Unit. By becoming a tenant, each tenant agrees to be bound by the Condominium Documents and recognizes that any continuing violation or repeated violations of the Declaration is grounds for eviction from the Unit. If a tenant commits violations that are grounds for eviction, the Association may provide notice to the Owner of the tenant's violations, and require that the Owner evict the tenant for the violations. If the Owner fails to make a good faith effort to evict the tenant, the Association may impose reasonable monetary penalties against the Owner as determined by the Board, and may exercise any other remedies available under the Declaration and Arizona law.

**4.21 Outside Lighting.** Except as may be initially installed by Declarant, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Unit or Limited Common Elements that will direct light to any other dwellings, Units, or to the Common Elements or any part thereof without written authorization of the Board.

**4.22 Flags and Flagpoles.** An Owner may install one (1) flagpole on the Unit or Limited Common Elements with the prior written approval of the Association and the Master Association in accordance with Section 4.4 herein, in accordance with the Rules, and in accordance with the Master Declaration and Master Association governing documents. Flags that are required by law to be permitted may be flown on the Unit or Limited Common Elements Visible From Neighboring Property only in accordance with the Federal Flag Code (P.L. 94-344). Other flags may be flown only with the prior written approval of the Board of Directors.

**4.23 Master Declaration Use Restriction.** Nothing in this Article 4 shall operate to limit the rights of the Master Association or the obligations of Owners of Units pursuant to the Master Declaration, specifically Article IV, Sections 2 and 4 of the Master Declaration.

## ARTICLE 5

### MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

#### **5.1 Duties of the Association.**

**5.1.1 Common Elements.** The Association shall inspect, maintain, repair and replace all Common Elements except as otherwise provided herein. The cost of all such inspection, maintenance, repairs and replacements shall be a Common Expense.

**5.1.2 Limited Common Elements.** The Association shall inspect, maintain, repair and replace all Limited Common Elements, including, but not limited to, roof drains, patio drains, driveways, and covered and uncovered patios, except those Limited Common Elements

the Unit Owners are responsible to maintain pursuant to Section 5.2.2. The cost of all such inspection, maintenance, repairs and replacements shall be a Common Expense; provided, that the Association may assess the cost of any maintenance, repair or replacement that is allocated exclusively to the use of one or more Units to the Unit Owner or Owners thereof.

**5.1.3 Areas of Association Responsibility.** The Association shall inspect, maintain, repair and replace the Areas of Association Responsibility, which shall include (i) roofs; (ii) gutters, downspouts and scuppers; (iii) stucco repair and painting of the exterior surfaces of the dwellings; (iv) painting garage doors as part of the Association's routine painting program, (v) exterior address numbers installed by the Declarant or thereafter modified by the Board; and (vi) exterior lights installed by the Declarant or thereafter modified by the Board.

## **5.2 Duties of Unit Owners.**

**5.2.1 Units.** Each Unit Owner shall maintain in good order and shall repair and replace at Owner's expense, all portions of Owner's Unit that are not Areas of Association Responsibility. Such maintenance includes, but is not limited to: (i) interior and structural portions of Units, including, but not limited to Party Walls, as further provided in Section 5.2.3, (ii) exterior doors and garage doors (other than painting of the garage doors when part of the Association's routine painting program), door frames, door hardware and garage door openers, (iii) doorbell, (iv) windows, skylights and all glass surfaces, (v) window frames, sills, casings, hardware and screens, (vi) HVAC equipment, (vii) hot water heater, (viii) fire sprinkler system, and (ix) water softener, reverse osmosis, or similar system. .

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**5.2.2 Limited Common Elements.** Each Owner shall be responsible for the following portions of the Limited Common Elements allocated to his or her Unit: (i) maintenance, repair and replacement of all water, sewer, electric, cable, digital and other utility lines, valves, switches, boxes, and panels serving just the Unit, wherever located, (ii) maintenance, repair and replacement of all landscaping and irrigation installed within covered and uncovered patios, entryways and courtyards, (iii) maintenance, repair and replacement of Improvements installed by Owners within covered and uncovered patios, entryways and courtyards, (iv) structural portions and interior surfaces (stucco and paint) of any walls enclosing the Limited Common Element entryways or patios, and (v) cleaning driveways, covered and uncovered patios, entryways and courtyards.

**5.2.3 Party Walls.** Each wall that is constructed as a part of a dwelling and that is placed approximately on the dividing line between separate Units shall constitute a "Party Wall." The rights and duties of the Owners of Units with respect to party walls shall be governed by the following:

(i) Each of the adjoining Owners of Units with a Party Wall shall assume the burdens and be entitled to the benefits of this Declaration and, to the extent not inconsistent herewith, general rules of law regarding party walls shall be applied.

(ii) In the event any such Party Wall is damaged or destroyed through the negligence or other culpable act of one adjoining Owner, Occupant, guest, agent or pet of

such Owner or Occupant, so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild or repair the same to as good condition as formerly existed without cost to the adjoining Owner.

(iii) In the event any such Party Wall is damaged or destroyed by some cause other than the act of an adjoining Owner, Occupant, guest, agent or pet of such Owner or Occupant (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed at their joint and equal expense.

(iv) 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 or her dwelling in any manner that requires the extension or other alteration of any Party Wall shall first obtain the written consent of the adjoining Owner.

(v) These covenants shall be binding upon the heirs and assigns of the Owners.

The Declarant, Association and Unit Owners acknowledge and agree that there will be no fences or walls around the perimeter or boundary of the Parcel. Thus, there will be no “party walls” or “party fences” in the Parcel as that term is defined in Article IV, Section 2 (o) of the Master Declaration. Additionally, the Declarant, the Association and the Owners of Units agree that, the Master Association shall not be obligated or required to maintain or repair walls or fences in the Parcel or to pay any portion of the expense <sup>Unofficial Document</sup> by the Association in maintaining or repairing such walls and fences.

**5.3 Repair or Restoration Necessitated by Owner.** Each Unit Owner shall be liable to the Association, to the extent permitted by Arizona law, for any damage to the Common Elements, Areas of Association Responsibility, or the Improvements, landscaping or equipment thereon that results from the negligence or willful conduct of any Occupant or their guests, agents, contractors or pets. The cost to the Association of any such repair, maintenance or replacements shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments.

**5.4 Unit Owner’s Failure to Maintain.** If a Unit Owner fails to maintain in good condition and repair his Unit and the required maintenance, repair or replacement is not performed within the time frame set forth in the written notice given to the Unit Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner pursuant to Subsection 7.2.4 of this Declaration.

**5.5 Master Association.** Nothing in this Article 5 shall operate to limit the rights of the Master Association or the obligations of Owners of Units pursuant to the Master Declaration, including, but not limited to Article IV, Section 2 (f) of the Master Declaration. The streets,

driveways and landscaped areas within the Association designated as Common Elements are not an area of Master Association maintenance or repair. Declarant, the Association and all Owners of Units acknowledge and agree that that the Master Association has no obligation to maintain, repair or replace the Common Element streets, driveways and landscaped areas and that the Master Association's assessments do not include any monies for maintenance or repair of any portion of the Parcel that must be maintained and repaired by the Association. In addition, Declarant, the Association and all Owners of Units acknowledge and agree that the Master Association has the power, pursuant to the Master Declaration, including Article IV thereof, to regulate the exterior appearance of the Units and the Common Elements and that the Master Association's regulatory authority includes the right to adopt and enforce rules in accordance with Article V, Section 3 of the Master Declaration.

**ARTICLE 6**  
**THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP**

**6.1 Rights, Powers and Duties of the Association.** No later than the date on which the first Unit is conveyed to a Purchaser, the Association shall be organized as a nonprofit Arizona corporation. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary in order to effectuate the objectives and purposes of the Association as set forth in this Declaration and the Condominium Act. The Association may exercise any right or privilege given to the Association expressly by the Condominium Documents and every other right or privilege reasonably to be implied Unofficial Document existence of any right or privilege given to the Association by the Condominium Documents or reasonably necessary to effectuate any such right or privilege. Unless the Condominium Documents or the Condominium Act specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. Notwithstanding anything herein to the contrary, so long as the Declarant owns any Unit, the prior written consent of the Declarant shall be required to any decision by the Association to establish self-management when professional management previously had been in place.

**6.2 Directors and Officers.**

**6.2.1** During the Period of Declarant Control, the Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association none of whom are required to be Unit Owners.

**6.2.2** Upon the termination of the Period of Declarant Control, the Unit Owners shall elect the Board of Directors, which must consist of at least three members, at least a majority of whom must be Unit Owners. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association.



**6.2.3** The Declarant may voluntarily surrender his right to appoint and remove the members of the Board of Directors and the officers of the Association before termination of the Period of Declarant Control, and in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

**6.3 Borrowing Power.** The Association may borrow money in such amounts as are approved by the Unit Owners, subject to the procedures set forth herein. In connection therewith, the Association may assign its right to future income, including the right to receive Assessments. The Board, after consulting with one or more lending institutions, shall submit to the Owners a borrowing plan containing the proposed amount, rates, terms, and security of the loan. The borrowing plan must be approved by the vote of Unit Owners holding more than fifty percent (50%) of the votes cast on the matter. The rates, terms, and security, and periods of time of the loan are subject to change pursuant to changes in available credit from the time the borrowing plan was obtained from the lending institution and when the borrowing plan was approved by the Owners. The amount borrowed, however, may not be an amount greater than approved by the Owners.

**6.4 Rules.** The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal the Rules. The Rules may, among other things, restrict and govern the use of any Unit, Limited Common Elements and Common Elements by any Occupant and their guest; provided, however, that the Rules may not unreasonably discriminate among Occupants. <sup>Unofficial Document</sup> shall not be inconsistent with the Condominium Act or the Condominium Documents. A copy of the Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner and Occupant and may be recorded. Nothing in this Section 6.4 shall operate to limit the rights of the Master Association or the obligations of Owners of Units pursuant to the Master Declaration. Specifically, the Master Declaration states that the Association and all Owners of Units are obligated to comply with the Master Association's rules, regulations and guidelines.

**6.5 Composition of Members.** Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners. A Unit Owner (including Declarant) of a Unit shall automatically, upon becoming the Unit Owner thereof, and subject to the terms of Section 6.8 below regarding notice to the Association for voting purposes, be a Member of the Association and shall remain a Member of the Association until such time as such Unit Owner's ownership ceases for any reason, at which time, such Unit Owner's membership in the Association shall automatically cease.

**6.6 Personal Liability.** Neither Declarant nor any member of the Board of Directors or of any committee of the Association, any officer of the Association nor any manager or other employee of the Association, shall be personally liable to any Member, or to any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Declarant, the Association, the Board of Directors, the manager, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitations set forth in

this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

**6.7 Voting Rights.** Subject to Section 6.8 below, each Owner of a Unit, including Declarant, shall be entitled to cast one (1) vote for each Unit owned by such Unit Owner, on any Association matter which is put to a vote of the membership in accordance with the Condominium Documents.

**6.8 Voting Procedures.** No change in the ownership of a Unit shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Unit must be cast as a unit, and fractional votes shall not be allowed. In the event that a Unit is owned by more than one (1) Person and such Unit Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that such Unit Owner was acting with the authority and consent of all other Unit Owners of the same Unit unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast by a Member for a particular Unit and there is a conflict among the votes, none of the votes shall be counted and all of the votes shall be deemed void.

**6.9 Transfer of Membership.** The rights and obligations of any Member other than the Declarant shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of a Unit Owner's Unit, and then only to the transferee of ownership to the Unit. Ownership to a Unit Unofficial Document transferred by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Unit shall operate to transfer the membership appurtenant to said Unit to the new Unit Owner thereof. Each Purchaser of a Unit shall notify the Association of its purchase within ten (10) days after becoming the Unit Owner of a Unit.

**6.10 Suspension of Voting Rights.** If any Unit Owner fails to pay any Assessments or other amounts due to the Association under the Condominium Documents within fifteen (15) days after such payment is due, such Owner's right to vote shall be suspended until such time as all payments, including interest and attorneys' fees, are brought current. In addition, if any Unit Owner or Occupant violates any other provision of the Condominium Documents, the Board of Directors shall have the right to suspend such Unit Owner's right to vote for an initial period not to exceed sixty (60) days; however, such suspension may remain in effect until the infractions or violations of the Condominium Documents are corrected.

**6.11 Architectural Committee.** The Board of Directors may delegate to an Architectural Committee, consisting of members appointed by the Board of Directors the Board's duties and responsibilities regarding approval of Modifications and the regulation of the external design, appearance, use and maintenance of the Condominium, and to perform such other functions and duties as are imposed upon it by the Condominium Documents or by the Board of Directors, including the adoption of Architectural Rules. The existence of an

Architectural Committee of the Association, if any, shall not operate to limit the jurisdiction or powers of the Master Association's board of directors or architectural committee. Nothing in this Section 6.11 shall in any way limit the rights, obligations or jurisdiction of the Master Association or the obligation of the Declarant, the Association or Owners of Units to seek and obtain approval from the Master Association for improvements or Modifications.

**6.12 Conveyance or Transfer of Common Elements.** The Common Elements shall not be transferred, dedicated or conveyed without the prior written consent or affirmative vote of Unit Owners representing at least eighty percent (80%) of the votes allocated to Unit Owners, as provided in the Condominium Act.

## ARTICLE 7 ASSESSMENTS

### 7.1 Preparation of Budget.

**7.1.1** At least sixty (60) days before the beginning of each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited, to: (i) the amount required to pay the cost of inspection, maintenance, management, operation, repair and replacement of the Areas of Association Responsibility (including the areas set forth in Subsection 5.1.3), Common Elements, and Limited Common Elements; <sup>Unofficial Document</sup> (ii) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (iii) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and (iv) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacements. The budget shall separately reflect any Common Expense Assessment to be assessed against less than all of the Units pursuant to Subsection 7.2.4 or Subsection 7.2.5 of this Declaration.

**7.1.2** Within thirty (30) days after the adoption of a budget, the Board of Directors shall send to each Unit Owner a summary of the budget and a statement of the (i) amount of the Common Expense Assessment assessed against each Unit in accordance with Section 7.2 of this Declaration, and (ii) such Unit Owner's share of the Common Expense Assessment assessed against the Unit. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 7.2 of this Declaration, and each Unit Owner shall continue to pay the Common Expense Assessment against his Unit as established for the previous fiscal year until notice of the Common Expense Assessment for the new fiscal year has been established by the Board of Directors.

**7.1.3** The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget or amended budget by the Unit Owners shall be required.

**7.2 Common Expense Assessment.**

**7.2.1** For each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the expenses that are to be assessed against less than all of the Units pursuant to Subsections 7.2.4 and 7.2.5 of this Declaration) shall be assessed against each Unit as to which the provisions of this Declaration then are effective, in proportion to the Unit's Common Expense Liability as set forth in Section 2.7 of this Declaration. The amount of the Common Expense Assessment assessed pursuant to this Subsection shall be in the sole discretion of the Board of Directors. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Common Expense Assessment for that fiscal year and the revised Common Expense Assessment shall commence on the date designated by the Board of Directors.

**7.2.2** The Common Expense Assessments shall commence as to all Units on the first day of the month following the conveyance of the first Unit to a Purchaser. The first Common Expense Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors may require that the Common Expense Assessments or Special Assessments be paid in installments.

**7.2.3** Except as otherwise expressly provided for in this Declaration, all Common Expenses shall be assessed against all of the Units in accordance with Subsection 7.2.1 of this Declaration.

**7.2.4** If any Common Expense is caused by the misconduct of any Occupant, the Association shall assess that Common Expense exclusively against the Unit where the Occupant resides, if a tenant, or otherwise to the Unit Owner.

**7.2.5** Any Common Expense or portion of a Common Expense benefitting fewer than all of the Units, including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element or the Areas of Association Responsibility, shall be assessed and allocated against the Units benefitted in proportion to each Unit's benefit as determined by the Board.

**7.2.6** The Common Expense Assessment for any Unit owned by Declarant on which construction has not been completed (and for which a certificate of occupancy has not been issued) shall be an amount equal to twenty-five percent (25%) of the Common Expense Assessment for Units that have been completed. So long as any Unit owned by the Declarant qualifies for the reduced Common Expense Assessment provided for in this Subsection, the Declarant shall be obligated to pay to the Association any deficiency that may occur as a result

of the Declarant having paid a reduced Common Expense Assessment and necessary for the Association to be able to timely pay all Common Expenses.

**7.2.7** All Assessments, monetary penalties and other fees and charges levied against a Unit shall be in addition to any assessments levied by the Master Association pursuant to the Master Declaration, and shall be the personal obligation of the Unit Owner of the Unit at the time the Assessments, monetary penalties or other fees and charges became due. The personal obligation of a Unit Owner for Assessments, monetary penalties and other fees and charges levied against his Unit shall not pass to the Unit Owner's successors in title unless expressly assumed by them.

**7.3 Special Assessments.** In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a special assessment for the purpose of defraying, in whole or in part, the cost of any Common Expense or for any other lawful Association purpose, provided that any Special Assessment shall have first been approved by Unit Owners representing two-thirds (2/3) of the votes in the Association who are voting in person or by absentee ballot at a meeting duly called for such purpose. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners.

**7.4 Effect of Nonpayment of Assessments; Remedies of the Association.**

**7.4.1** Any Assessment, or any installment of an Assessment, that is not paid within fifteen (15) days after the Assessment <sup>Unofficial Document</sup> became due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of interest established from time to time by the Board of Directors.

**7.4.2** All Assessments, monetary penalties and other fees and charges imposed or levied against any Unit or Unit Owner shall be secured by the Assessment Lien as provided for in the Condominium Act. The recording of this Declaration constitutes record notice and perfection of the Assessment Lien, and no further recordation of any claim of lien shall be required. Although not required in order to perfect the Assessment Lien, the Association shall have the right but not the obligation, to record a notice setting forth the amount of any delinquent assessments, monetary penalties or other fees or charges imposed or levied against a Unit or the Unit Owner which are secured by the Assessment Lien.

**7.4.3** The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, monetary penalties and all other fees and charges owed to the Association in any manner allowed by law including, but not limited to: (i) bringing an action at law against the Unit Owner personally obligated to pay the delinquent amounts and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts; or (ii) bringing an action to foreclose its Assessment Lien against the Unit 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 Units purchased at such sale.

**7.5 Subordination of Assessment Lien to Mortgages.** The Assessment Lien shall be subordinate to the lien of any First Mortgage. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a 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, monetary penalties and other fees and charges against the Unit which became payable prior to such sale or transfer. Any delinquent Assessments, monetary penalties and other fees and charges which are extinguished pursuant to this Section may be reallocated and assessed to all Units as at Common Expense. Any Assessments, monetary penalties and other fees and charges against the Unit which accrue prior to such sale or transfer shall remain the obligation of the defaulting Unit Owner.

**7.6 Exemption of Unit Owner.** No Unit Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and nonuse of any of the Common Elements and facilities or by the abandonment of his Unit.

**7.7 Certificate of Payment.** The Association on written request shall furnish to a lienholder, Unit Owner or person designated by a Unit Owner, a statement setting forth the amount of unpaid Assessments against the Unit. The statement shall be furnished within ten (10) days after receipt of the request and the statement is binding on the Association, the Board of Directors, and every Unit Owner. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement.

Unofficial Document

**7.8 No Offsets.** All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

**7.9 Working Capital Fund.** To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each buyer/new Owner of a Unit, whether from the Declarant or any other Person, shall pay to the Association, immediately upon becoming a Unit Owner, a working capital contribution in an amount to be determined by the Board. This contribution will not be assessed on a Unit that is either (1) transferred within a family as defined in A.R.S. § 42-12053 (as amended, repealed, or recodified) or (2) transferred into a revocable living trust for the benefit of the trustor, where the Owner(s) of the Unit becomes the trustor of the trust. This contribution shall be collectible from the buyer/new Owners at the close of escrow or immediately upon the transfer of title to the Unit, whichever occurs first. Funds paid to the Association pursuant to this Section may be used for maintenance, repairs, replacements, and additions to the Common Elements. Such amount shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

**7.10 Surplus Funds.** Surplus funds of the Association remaining after payment of or provisions for Common Expenses and any prepayment of reserves may in the discretion of the

Board of Directors either be returned to the Unit Owners pro rata in accordance with each Unit Owner's Common Expense Liability or be credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expense Assessments.

**7.11 Transfer Fee.** Each purchaser/new Owner of a Unit shall pay to the Association immediately upon becoming the Owner of the Unit a transfer fee in such amount as is established from time to time by the Board of Directors in accordance with Arizona law.

## **ARTICLE 8 INSURANCE**

### **8.1 Scope of Coverage.**

**8.1.1** Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

a. Property insurance on the Common Elements and the structural and exterior portions of the dwellings on the Units, issued under a standard form "All Risk of Direct Physical Loss Form" in an amount equal to the maximum insurable replacement value of the Common Elements and structural and exterior portions Units, as determined by the Board of Directors; 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, <sup>Unofficial Document</sup> foundations and other items normally excluded from a property insurance policy), without deduction for depreciation. The Board of Directors shall also obtain and maintain such coverage on all personal property owned by the Association. It is the intent of the Association to carry a "bare walls" policy on the Units; thus, the Association does not intend to carry insurance coverage for any of the following portions of the Unit:

(1) Finished flooring and floor coverings of any kind, including but not limited to: carpeting, vinyl goods, ceramic tile, hardwood flooring.

(2) Wall coverings of any kind; no coverage is intended to be provided for dry wall or plastered surfaces, or for anything permanently attached to these surfaces. In the event of a loss, coverage stops at the inside edge of the vertical stud wall and the lowest edge of the ceiling joist or rafter.

(3) Cabinetry, built-in appliances, or electrical/plumbing fixtures, including all HVAC equipment located inside or outside of the Unit.

b. Broad Form Comprehensive general liability insurance, for a limit to be determined by the Board, but not less than One Million Dollars (\$1,000,000.00) for any single occurrence with an aggregate of Two Million Dollars (\$2,000,000.00). Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common

Elements and Areas of Association Responsibility. Such policy shall include (i) a cross liability clause to cover liabilities of the Unit Owners as a group to a Unit Owner, (ii) medical payments insurance and contingent liability coverage arising out of the use of hired and nonowned automobiles, and (iii) coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party; and (iv) a waiver of the contractual liability exclusion for personal injury.

c. Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona.

d. Directors' and officers' liability insurance covering all the directors and officers of the Association in such limits as the Board of Directors may determine from time to time.

e. Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, the members of any committee or the Board of Directors or the Unit Owners.

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

(1) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association.

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(2) There shall be no subrogation with respect to the Association, its agents, servants, and employees against Unit Owners and members of their household.

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

(4) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(5) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(6) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(7) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee



named in the policy at least thirty (30) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(8) Any insurance trust agreement will be recognized by the insurer.

g. If applicable, pressured, mechanical and electrical equipment coverage on a comprehensive form in an amount not less than One Million Dollars (\$1,000,000.00) per accident per location.

h. If the Condominium is located in an area identified by the Secretary of Housing & Urban Development as an area having special flood hazards, a “blanket policy” of flood insurance on the Condominium in the lesser of one hundred percent (100%) of the current replacement cost of the buildings and any other property covered on the required form of policy or the maximum limit of coverage available under the National Insurance Act of 1968, as amended.

i. “Agreed Amount” and “Inflation Guard” endorsements.

**8.1.2** If, at the time of a loss insured under and insurance policy purchased by the Association, the loss is also insured under an insurance policy purchased by a Unit Owner, the Association’s policy shall provide primary coverage.

## **8.2 Fidelity Insurance.**

Unofficial Document

**8.2.1** The Association may maintain blanket fidelity insurance for one or more officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association including, but without limitation, officers, directors and employees of any management agent of the Association, whether or not they receive compensation for their services. The total amount of the fidelity insurance maintained by the Association shall be based upon the best business judgment of the Board, and shall not be less than the greater of the estimated maximum funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each policy, or the sum equal to three months aggregate Common Expense Assessments on all Units plus reserve funds. Fidelity insurance obtained by the Association must also meet the following requirements:

- a. The fidelity insurance shall name the Association as an obligee;
- b. The policy shall contain waivers by the issuer of the policy of all defenses based upon the exclusion of persons serving without compensation from the definition of “employees” or similar terms or expressions;
- c. The policy shall provide that they may not be cancelled or substantially modified (including cancellation from nonpayment of premium) without at least ten (10) days prior written notice to the Association.

**8.2.2** The Association shall require any management agent of the Association to maintain its own fidelity insurance in an amount to be established by the Board. The fidelity insurance maintained by the management agent shall cover funds maintained in bank accounts of the management agent and shall name the Association as an obligee.

**8.3 Payment of Premiums and Deductibles.** Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association. The Association may levy the insurance premium as part of the regular Common Expense Assessment or as a Special Assessment, without the necessity for the Owners' approval of same. The deductibles for insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association except that the Association may assess fewer than all of the Unit Owners for the cost of the deductible in Sections 7.2.4 and 7.2.5 herein. If an Owner is required to pay the amount of the deductible to the Association to perform any repair or reconstruction work, said amount shall be paid within sixty (60) days of its due date, as established by the Association. Any unpaid deductible shall be collectible in the same manner as a delinquent Assessment.

**8.4 Insurance Obtained by Unit Owners.** Each Owner, at his or her expense, shall be obligated to obtain and at all times carry fire and extended coverage insurance, on the portion of his or her dwelling on the Unit not covered by insurance obtained by the Association, against loss or damage by fire or other hazards sufficient to cover the full current replacement cost in an amount of not less than one hundred percent (100%) of the insurable value, after application of the deductible. Each Owner, at his or her expense, shall also be obligated to obtain and at all times carry insurance covering the Owner's obligation to pay the deductible on the property insurance policy carried by the Association. The Association is entitled to require Owners to submit proof of such required insurance. In addition to the aforesaid insurance required to be carried by each Owner, an Owner may, if he or she wishes, at his or her own expense, carry any and all other insurance he or she deems advisable, including but not limited to, homeowners' liability insurance, theft and other insurance covering personal property damage and loss.

**8.5 Payment of Insurance Proceeds.** Any loss covered by property insurance obtained by the Association in accordance with this Article 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. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholder as their interests may appear, and the proceeds shall be disbursed and applied as provided for in A.R.S. § 33-1253.

**8.6 Certificate of Insurance.** An insurer that has issued an insurance policy pursuant to this Article shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner or First Mortgagee. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each First Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

**ARTICLE 9  
GOLF COURSE DISCLOSURE**

**9.1 FireRock Country Club Golf Course.** The Condominium abuts the golf course located within FireRock Country Club. Neither Membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use the FireRock Country Club or the golf course. Each Owner and Occupant, for themselves and their families and guests, acknowledge, understand and agree as follows:

**9.1.1** No representations or warranties have been or are made by Declarant, the Association or any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of the FireRock Country Club or the golf course.

**9.1.2** Water hazards, the clubhouse, maintenance facilities and other installations located on the golf course may be attractive nuisances to visiting children.

**9.1.3** The operation, maintenance and use of the golf course may entail the operation and use of (i) noisy power equipment such as tractors, lawn mowers and blowers on various days of the week, including weekends, during various times of the day, including early morning and late evening hours; (ii) sprinkler and other irrigation systems in operation during the day and at night; (iii) electric, gasoline or other power driven vehicles and equipment used by maintenance and operations personnel; (iv) application of pesticide and fertilizing chemicals; and (v) refuse removal trucks, delivery trucks and other vehicles entering and exiting the golf course on various days of the week, including weekends, during various times of the day, including early morning and late evening hours.

**9.1.4** Play on the Golf Course may be allowed during all daylight hours up to seven (7) days a week (and may be allowed for evening and night-time hours.

**9.1.5** Play on the golf course may result in damage to a dwelling or other Improvements on Units as a result of golf balls leaving the golf course, including damage to windows and exterior areas of dwellings and other Improvements, damage to automobiles and other personal property of the Owners, Occupants and their guests and invitees, whether outdoors or within a dwelling, and injury to persons. Certain Units and dwellings may be more susceptible to incursions and damage by golf balls than others.

**9.1.6** The Property is subject to certain covenants, conditions, restrictions, easements and benefits in the Master Declaration relating to FireRock Country Club and the golf course that may affect the Units.

**9.2 Acknowledgement.** Each Owner and Occupant acknowledges, understands and agrees that the existence of the Golf Course may cause inconvenience and disturbance and possible injury or damage to property and to the Owners, Occupants and their family members and guests. Each Owner and Resident has considered the location of the Condominium and the Unit being purchased, leased or occupied and its proximity to the playing elements of the golf course before becoming an Owner or Occupant. By acceptance of a deed or by acquiring any

interest in any Unit, each Owner or Occupant acknowledges the risks of the aforesaid nuisance, inconvenience, disturbance and possible injury, death or damage to persons and property.

**9.3 Release.** Each Owner and Resident hereby releases the Declarant, the Association and the Master Association from any and all claims, actions, suits, demands, causes of action, losses, damages or liabilities (including strict liability) related to or arising in connection with any nuisance, inconvenience, disturbance, injury, death or damage to persons and property resulting from activities or occurrences described in this Article 9. In addition, the Declarant, Association and each Owner acknowledges that the Master Association does not intend to provide security for the Condominium any differently than any other portion of the property governed by the Master Association and Master Declaration.

## **ARTICLE 10 RESERVATION OF DEVELOPMENTAL AND SPECIAL DECLARANT'S RIGHTS**

Pursuant to the Condominium Act, Declarant reserves all of the development and special declarant rights in the Condominium afforded under A.R.S. §§ 33-1202(14) and (21), respectively, subject to the expiration deadlines set forth below. Specifically, but without limitation, Declarant reserves the following rights:

**10.1 Developmental Rights.** Declarant hereby reserves, for a period of fifteen (15) years following the recordation of this Declaration (or any lesser period specified by law with respect to any particular Development Right, <sup>Unofficial Document</sup> elopment Rights under A.R.S. § 33-1202(14).

**10.2 Right to Complete Improvements and Construction Easement.** Declarant hereby reserves the right, for a period of fifteen (15) years following the recordation of this Declaration, to complete the construction of Improvements on the Condominium, and an easement over the Condominium for the purpose of doing so. Any damage caused to a Unit, Limited Common Elements, or the Common Elements by Declarant or its agents in the use or exercise of such right and/or easement shall be repaired by and at the expense of Declarant.

**10.3 Exercise of Developmental Rights.** Declarant reserves the right to exercise all Development Rights reserved pursuant to Section 10.1 above for a period of fifteen (15) years from the date of recordation of this Declaration, or any lesser period specified by law with respect to any particular Development Right.

**10.4 Adjustment of Unit and Common Element Boundaries.** Declarant herein reserves the right, while Declarant still owns any Unit, to amend the Plat to make any necessary corrections, or to make adjustments to any Unit(s) with only the approval of the Owner of the adjusted Unit(s) being necessary. This reservation shall allow Declarant to relocate boundaries between or among Units, convert Units into Common Elements or convert Common Elements into Units and to respectively amend the Declaration or Plat without the consent of any Unit Owner(s) except for those Owner(s) whose Unit or allocated Limited Common Element boundary is being adjusted.

**10.5 Offices, Model Homes and Promotional Signs.** Declarant reserves the right to maintain offices for sales and management and models as provided in Section 3.4 above, and to maintain signs on the Common Elements for so long as Declarant owns any portion of the Condominium. Declarant and Association understands and acknowledges that they must comply with the Master Association's governing documents and rules regarding sales offices, models and signage within the Master Association and on the Condominium property including, but not limited to, Article IV, Section 2(y) of the Master Declaration.

**10.6 Appointment and Removal of Directors and Officers.** Declarant reserves the right to appoint and remove any officer of the Association or any member of the Board of Directors as set forth in Section 6.2 above, for the time period set forth therein.

## ARTICLE 11 GENERAL PROVISIONS

**11.1 Enforcement.** The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Notwithstanding the generality of the foregoing, the Board of Directors shall have the right to levy reasonable monetary penalties against a Unit Owner or Occupant for violations of the Condominium Documents. Each Unit Owner shall also have the right to enforce the provisions of this Declaration and the Rules except for the obligation to pay Assessments or other amounts to the Association. Failure by the Association or <sup>Unofficial Document</sup> Unit Owner to enforce any covenant or restriction contained in the Condominium Documents shall in no event be deemed a waiver of the right to do so thereafter. The Master Association shall have no duty or obligation, but shall have standing and the right, to enforce this Declaration's terms and conditions against the Declarant, the Association and the Owners of Units as well as to enforce the Master Declaration.

**11.1.1 Costs of Enforcement.** If the Association takes any action to enforce the provisions of the Condominium Documents, whether or not a lawsuit is filed, the Association shall be entitled to recover from the Owner against whom enforcement is sought all costs of enforcement, including but not limited to attorney's fees incurred by the Association. Such amounts shall be collectible in the same manner as Assessments. If, however, a lawsuit is filed, and the Owner is the prevailing party in such lawsuit, the Owner shall not be required to pay the Association's attorney's fees, court costs, costs of investigation and other related expenses incurred therewith.

**11.1.2 Notice of Violation.** The Association shall have the right to record a written notice of a violation by any Unit Owner or Occupant of any restriction or provision of the Condominium Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the name of the Unit Owner; (ii) the legal description of the Unit against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall

serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Condominium Documents. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Unit against which the Notice of Violation was recorded, the recording data of the Notice of Violation, and shall state that the violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist.

**11.2 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.

**11.3 Duration.** The covenants and restrictions of this Declaration shall continue in full force and effect and run with and bind the Condominium until terminated in accordance with the provisions of Section 11.4.

**11.4 Termination of Condominium.** The Condominium may be terminated only in the manner provided for in the Condominium Act.

**11.5 Amendment.**

**11.5.1** Except in cases of amendments that may be executed by a Declarant in the exercise of its Development Rights, in the ~~exercise of its Development Rights~~ <sup>Unofficial Document</sup> other powers provided in this Declaration, or under A.R.S. § 33-1220, by the Association under A.R.S. §§ 33-1206 or 33-1216(D), or by certain Unit Owners under A.R.S. §§ 33-1218(B), 33-1222, 33-1223 or 33-1228(B), the Declaration, including the Plat, may be amended only by a vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated; however, during the Period of Declarant Control, no amendment to the Declaration, including the Plat, shall be effective without the written consent of the Declarant.

**11.5.2** Except to the extent expressly permitted or required by the Condominium Act, an amendment to the Declaration shall not create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the allocated Interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

**11.5.3** An amendment to the Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control unless the Declarant approves the amendment in writing.

**11.5.4** During the Period of Declarant Control, the Declarant shall have the right to amend the Declaration, including the Plat, to (i) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner, (ii) correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner, (iii) comply with the rules of guidelines in effect from time

to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including without limitation, the VA, the FHA, the FNMA or the FHLMC, or (iv) the rules or requirements of any federal, state or local governmental entity or agency whose approval of the Condominium, the Plat or the Condominium Documents is required by law or requested by Declarant.

**11.5.5** Any amendment adopted by the Unit Owners pursuant to Subsection 11.5.1 of this Declaration shall be signed by the President or Vice President of the Association and shall be recorded with the County Recorder of each County in which any portion of the Condominium is located. Any such amendment shall certify that the amendment has been approved as required by this Section. Any amendment made by the Declarant pursuant to Subsection 11.5.4 of this Declaration or the Condominium Act shall be executed by the Declarant and shall be recorded with the County Recorder of each County in which any portion of the Condominium is located.

**11.5.6** No amendment adopted by the Declarant, Unit Owners or Association may be recorded or take effect unless and until approved by the Master Association pursuant to Article IV, Section 2 (m) of the Master Declaration. Declarant, on behalf of the Association, hereby waives the defense to the void nature of an amendment set forth in A.R.S. Section 33-1227(B) or any other limitation defense that might be available to the Association.

**11.6 Remedies Cumulative.** Each remedy provided herein is cumulative and not exclusive.

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**11.7 Notices.** All notices, demands, statements or other communications required to be given to or served on a Unit Owner or Occupant under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed to the Unit Owner or Occupant, at the address which the Unit Owner or Occupant shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit owned by the Unit Owner. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association pursuant to this Section. A notice given by mail, whether regular, certified, or registered, 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 (3) days after the notice is mailed. If a Unit is owned by more than one person, notice to one of the Unit Owners shall constitute notice to all Unit Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

**11.8 Binding Effect.** By acceptance of a deed or by acquiring any ownership interest in any portion of the Condominium, each Person, for himself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by the Condominium Documents and any amendments thereof. In addition, each such person by so doing thereby acknowledges that the Condominium Documents set forth a general scheme for the improvement and development of the real property

covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in the Condominium Documents shall run with the land and be binding on all subsequent and future Unit Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that the Condominium Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Unit Owners. Declarant, the Association, and each Unit Owner covenants and agrees that the Units and the membership in the Association and the other rights created by the Condominium Documents shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

**11.9 Gender.** The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

**11.10 Topic Headings.** The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

**11.11 Survival of Liability.** The termination of membership in the Association shall not relieve or release any such former Unit Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any right Unofficial Document remedies which the Association may have against such former Unit Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

**11.12 Construction.** In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or the Rules, the provisions of this Declaration shall prevail.

**11.13 Joint and Several Liability.** In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

**11.14 Guests and Tenants.** Each Unit Owner shall be responsible for compliance with the provisions of the Condominium Documents by his or her Occupants, agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees. A Unit Owner's failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

**11.15 Attorneys' Fees.** In the event the Association incurs legal expenses and costs, including, but not limited to, attorney's fees, in bringing claims against Owners or defending claims brought by Owners in an administrative action or proceeding, including but not limited to, proceedings before an Administrative Law Judge, the Association shall be entitled to recover its



attorneys' fees and costs from the Owner involved in the administrative proceeding if the Association is the prevailing party.

**11.16 Number of Days.** Unless otherwise provided by applicable law, in computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the next day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

**11.17 Consents.** Any action that requires the consent of the Master Association shall be deemed approved or consented to if approved in writing by the Board of Directors of the Master Association.

**11.18 Subordination.** Notwithstanding anything to the contrary contained in this Declaration, Declarant, on behalf of itself and its successors and assigns, agrees and acknowledges as follows:

**11.18.1** That this Declaration, and the rights of Declarant, the Association and all Unit Owners and Occupants, are subordinate and subject to (i) the Master Declaration, as may be amended from time to time in accordance with its terms, (ii) the Articles and Bylaws of the Master Association, as such Articles and Bylaws may be amended from time to time in accordance with their respective terms, and (iii) the Rules and Design Guidelines of the Master Association, as the same may be amended from time to time in accordance with their terms (collectively, as amended, the "Master Governance Documents"); and

**11.18.2** That in the event of any conflict between any provision of this Declaration and any provision of any Master Governance Document, the relevant provision of the Master Governance Document shall prevail except than any stricter use restriction in this Declaration shall prevail.

**11.18.3** That or in the event that a provision in any Master Governance Document imposes any limitation, restriction or prohibition that is not imposed under this Declaration, the relevant provision of the Master Governance Document shall prevail.

**11.19 Rights of First Mortgagees.**

**11.19.1 Notification to First Mortgagees.** The Association shall provide the First Mortgagee(s) with timely written notice of the following:

- (i) Any proposed termination of the Declaration or Condominium;
- (ii) Any condemnation loss or any casualty loss which affects either a material portion of the Condominium or any Unit on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee;

(iii) Any delinquency in the payment of Assessments or charges owed by a Unit Owner subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, which delinquency or default remains uncured for the period of sixty (60) days;

(iv) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(v) Any proposed action which requires the consent of a specified percentage of First Mortgagees as set forth in this Article.

**11.19.2 Approvals Required by First Mortgagees.** In addition to the approval of Unit Owners and/or the Declaration which may be required hereunder, approval of First Mortgagees is required as set forth herein:

(i) The approval of First Mortgagees holding First Mortgages on fifty-one percent (51%) of all Units subject to First Mortgages held by First Mortgagees shall be required for any amendments of a material adverse nature to any provisions of this Declaration, the Articles, or the Bylaws which expressly benefit First Mortgagees.

(ii) The approval of First Mortgagees holding First Mortgages on fifty-one percent (51%) of all Units subject to First Mortgages held by First Mortgagees shall be required to use hazard insurance proceeds for losses to any Units or the Common Elements for any purpose other than the repair, replacement or reconstruction of such Units or the Common Elements.

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(iii) The approval of First Mortgagees holding First Mortgages on fifty-one percent (51%) of all Units subject to First Mortgages held by First Mortgagees shall be required for action to terminate the Declaration or to terminate the legal status of the Condominium.

(iv) Any First Mortgagee who receives a written request by certified or registered mail, return receipt requested, to approve additions or amendments to this Declaration, the Articles or the Bylaws who does not deliver or mail to the requesting party a negative response within sixty (60) days shall be deemed to have approved such request.

(v) The approvals required by this Section shall not apply to amendments that may be executed by Declarant in the exercise of its Development Rights.

## ARTICLE 12 DISPUTE RESOLUTION

**12.1 Construction Defect Dispute Notification and Resolution Procedure.** All actions or claims (i) by the Association against any one or more of Declarant, Declarant's members and affiliates, Declarant's builders, general contractors or brokers, or their agents or employees ("Declarant Parties"), (ii) by any Owner(s) against any one or more of Declarant

Parties, or (iii) by both the Association and any Owner(s) against any one or more of Declarant Parties, relating to or arising out of the Condominium, including but not limited to, the Declaration or any other Condominium Documents, the use or condition of the Condominium or the design or construction of or any condition on or affecting the Condominium, including, but not limited to, construction defects, surveys, soils conditions, grading, specifications, installation of Improvements (including, but not limited to, Units) or disputes which allege negligence or other tortious conduct, fraud, misrepresentation, breach of contract or breach of implied or express warranties as to the condition of the Condominium or any Improvements (collectively, “Dispute(s)”) shall be subject to the provisions of this Section 12.1. Declarant and each Owner acknowledge that the provisions set forth in this Section 12.1 shall be binding upon current and future Owners of the Condominium and upon the Association, whether acting for itself or on behalf of any Owner(s). Nothing in this Declaration is intended to limit, expand or otherwise modify the terms of any limited warranty provided by Declarant to Owners pursuant to a purchase agreement.

**12.1.1 Notice.** Any Person (including the Association) with a Dispute claim shall notify Declarant in writing of the claim, which writing shall describe the nature of the claim and any proposed remedy (the “Claim Notice”).

**12.1.2 Right to Inspect and Right to Corrective Action.** Within a reasonable period after receipt of the Claim Notice, which period shall not exceed sixty (60) days, Declarant and the claimant shall meet at a mutually acceptable place within the Condominium to discuss the claim. At such meeting or at such other mutually agreeable time, Declarant and Declarant’s representatives shall have full access to the <sup>Unofficial Document</sup> property that is the subject of the claim and shall have the right to conduct inspections, testing and/or destructive or invasive testing in a manner deemed appropriate by Declarant (provided Declarant shall repair or replace any property damaged or destroyed during such inspection or testing), which rights shall continue until such time as the Dispute is resolved as provided in this Section 12.1.2. The parties shall negotiate in good faith in an attempt to resolve the claim. If Declarant elects to take any corrective action, Declarant and Declarant’s representatives and agents shall be provided full access to the Condominium and the property which is the subject of the claim to take and complete corrective action.

**12.1.3 No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in Section 12.1.2 shall be construed to impose any obligation on Declarant to inspect, test, repair or replace any item of the Condominium for which Declarant is not otherwise obligated under applicable law or any limited warranty provided by Declarant to an Owner in connection with the sale of the Condominium and/or the Improvements constructed thereon. The right of Declarant to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form executed and recorded by Declarant in the Official Records of Maricopa County, Arizona.

**12.1.4 Mediation.** If the parties to the Dispute cannot resolve the claim pursuant to the procedures described in Section 12.1.2 above, the matter shall be submitted to mediation pursuant to the mediation procedures adopted by the American Arbitration Association (except as such procedures are modified by the provisions of this Section 12.1.4) or any successor

thereto or to any other entity offering mediation services that is acceptable to the parties. No person shall serve as a mediator in any Dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. No litigation or other action shall be commenced against Declarant or any Declarant Party without complying with the procedures described in this Section 12.1.4.

(i) **Position Memoranda; Pre-Mediation Conference.** Within ten (10) days of the selection of the mediator, each party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in the county in which the Condominium is located or such other place as is mutually acceptable by the parties.

(ii) **Conduct of Mediation.** The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the parties agree and assume the expenses of such advice. The mediator does not have the authority to impose a settlement on the parties.

(iii) **Exclusion Agreement.** Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

(iv) **Parties Permitted at Sessions.** Persons other than the parties, the representatives and the mediator may attend mediation sessions only with the permission of both parties and the consent of the mediator. Notwithstanding the foregoing, applicable subcontractors and material suppliers designated by Declarant may attend mediation sessions and may be made parties to the mediation. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall be confidential. There shall be no stenographic record of the mediation process.

(v) **Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise. Each party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

**12.1.5 Arbitration.** Should mediation pursuant to Section 12.1.4 above not be successful in resolving any Dispute, such Dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association as modified or as otherwise provided in this Section 12.1.5. The parties shall cooperate in good faith to attempt to cause all necessary and appropriate parties to be included in the arbitration proceeding. Subcontractors, material suppliers and other parties whose participation is reasonably necessary to afford complete relief in arbitration or who are involved in common questions of law or fact shall be included as parties in the arbitration. Subject to the limitations imposed in this Section 12.1.5, the arbitrator shall have the authority to try all issues, whether of fact or law.

(i) **Place.** The proceedings shall be heard in Maricopa County, Arizona, the county in which the Condominium is located.

(ii) **Arbitration.** A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the American Arbitration Association with experience in relevant real estate matters or construction. The arbitrator shall not have any relationship to the parties or interest in the Condominium. The parties to the Dispute shall meet to select the arbitrator within ten (10) days after service of the demand for arbitration on all respondents named therein.

(iii) **Commencement and Timing of Proceeding.** The arbitrator shall promptly commence the proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay.

(iv) **Pre-hearing Conferences.** The arbitrator may require one or more pre-hearing conferences.

(v) **Discovery.** The parties shall be entitled only to limited discovery, consisting of the exchange between the parties of only the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the Dispute, including but not limited to, destructive or invasive testing; and (vi) hearing briefs. The parties shall also be entitled to conduct further tests and inspections as provided in Section 12.1.2 above. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

(vi) **Motions.** The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summarily issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

(vii) **Arbitration Award.** The arbitrator's award may be enforced as provided for in the Uniform Arbitration Act, A.R.S. § 12-1501, et seq., or such similar law

governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held.

**12.1.6 WAIVERS.** NOTICE: BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY OWNERSHIP INTEREST IN ANY PORTION OF THE CONDOMINIUM, EACH PERSON, FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY DISPUTE RESOLVED ACCORDING TO THE PROVISIONS OF THIS SECTION 12.1 AND WAIVES THE RIGHT TO PURSUE ANY DISPUTE IN ANY MANNER OTHER THAN AS PROVIDED IN THIS SECTION 12.1. THE ASSOCIATION, EACH OWNER AND DECLARANT ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL DISPUTES AS PROVIDED IN THIS SECTION 12.1, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH DISPUTES TRIED BEFORE A JURY. THE ASSOCIATION, EACH OWNER AND DECLARANT FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A DISPUTE. BY ACCEPTANCE OF A DEED OR BY ACQUIRING ANY OWNERSHIP INTEREST IN ANY PORTION OF THE CONDOMINIUM, EACH OWNER HAS VOLUNTARILY ACKNOWLEDGED THAT HE IS GIVING UP ANY RIGHTS HE MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A DISPUTE.

**12.1.7 Statutes of Limitation.** Nothing in this Section 12.1 shall be considered to toll, stay, reduce or extend any applicable statute of limitations.

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**12.1.8 Required Consent of Declarant to Modify.** Neither this Section 12.1 nor Section 12.2 below may be amended except in accordance with Section 11.5.1 of this Declaration and with the express written consent of Declarant.

**12.2 Required Consent of Unit Owners for Legal Action.** Any action or claim instituted by the Association (which action or claim shall be subject to the terms of Section 12.1) against any one or more of Declarant Parties, relating to or arising out of the Condominium, including the Declaration or any other Condominium Documents, the use or condition of the Condominium or the design or construction of or any condition on or affecting the Condominium, including, but not limited to, construction defects, surveys, soils conditions, grading, specifications, installation of Improvements (including, but not limited to, Units) or disputes which allege negligence or other tortious conduct, fraud, misrepresentation, breach of contract or breach of implied or express warranties as to the condition of the Condominium or any Improvements, shall have first been approved by Owners representing seventy-five percent (75%) of the votes in the Association who are voting in person or by absentee ballot at a meeting duly called for such purpose.

**12.2.1 Notice of Unit Owners.**

(i) Prior to obtaining the consent of the Owners in accordance with Section 12.2, the Association must provide written notice to all Owners which notice shall (at a minimum) include (1) a description of the nature of any action or claim (the "Claim"); (2) a

description of the attempts of Declarant to correct such Claim and the opportunities provided to Declarant to correct such Claim; (3) a certification from an engineer licensed in the State of Arizona that such Claim is valid along with a description of the scope of work necessary to cure such Claim and a resume of such engineer; (4) the estimated cost to repair such Claim; (5) the name and professional background of the attorney proposed to be retained by the Association to pursue the Claim against Declarant and a description of the relationship between such attorney and member(s) of the Board of Directors (if any); (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the Claim against Declarant and the source of the funds which will be used to pay such fees and expenses; (8) the estimated time necessary to conclude the action against Declarant; and (9) an affirmative statement from the Board of Directors that the action is in the best interest of the Association and its Members.

(ii) In the event the Association recovers any funds from Declarant (or any other Person) to repair a Claim, any excess funds remaining after repair of such Claim shall be paid into the Association's Reserve Account.

**12.2.2 Notification to Prospective Purchasers.** In the event that the Association commences any action or claim, all Owners must notify prospective purchasers of such action or claim and must provide such prospective purchasers with a copy of the notice received from the Association in accordance with Section 12.2.1.

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**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**DECLARANT CERTIFICATION**

TOLL BROTHERS AZ CONSTRUCTION COMPANY, INC.,  
an Arizona corporation,

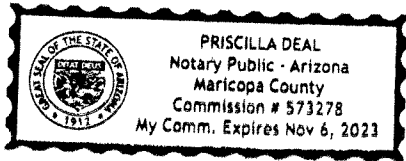
By: *JJM*  
Its: PROJECT MANAGER

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 6<sup>th</sup> day of JULY, 2020, before me personally appeared Tom Meyers, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

*Priscilla Deal*  
Unofficial Document  
Notary Public

Notary Seal:






**MASTER ASSOCIATION CONSENT**

Pursuant to Article IV, Section 2 (m), the President of The FireRock Community Association, Inc. hereby certifies that this Declaration has been approved by The FireRock Community Association, Inc.

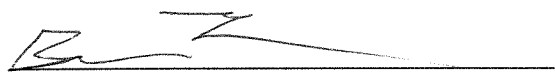
DATED this 26<sup>th</sup> day of June, 2020.

THE FIREROCK COMMUNITY ASSOCIATION, INC.,  
an Arizona nonprofit corporation

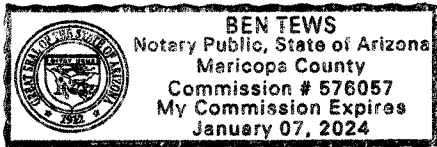
By:   
Its: President

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 26 day of June, 2020, before me personally appeared William Naumana, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

  
Notary Public

Notary Seal:



**EXHIBIT A**

**Legal Description of Property Submitted to Condominium**

Units 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 63, 64 and all Common Elements lying within the boundaries of the FINAL CONDOMINIUM PLAT OF PARCEL "B" AT FIREROCK, A CONDOMINIUM, according to the plat recorded in Book 1244 of Maps, page 37, Official Records of the Maricopa County, Arizona Recorder.

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**EXHIBIT B**

**Additional Property**

Units 5-8, 23-26, 31, 32, 39, 40 and 57-62, inclusive, of the FINAL CONDOMINIUM PLAT OF PARCEL "B" AT FIREROCK, A CONDOMINIUM, according to the plat recorded in Book 1244 of Maps, page 37, Official Records of the Maricopa County, Arizona Recorder.

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**EXHIBIT C**

**Identifying Numbers of Units**

Unit 1	Unit 21	Unit 45
Unit 2	Unit 22	Unit 46
Unit 3	Unit 27	Unit 47
Unit 4	Unit 28	Unit 48
Unit 9	Unit 29	Unit 49
Unit 10	Unit 30	Unit 50
Unit 11	Unit 33	Unit 51
Unit 12	Unit 34	Unit 52
Unit 13	Unit 35	Unit 53
Unit 14	Unit 36	Unit 54
Unit 15	Unit 37	Unit 55
Unit 16	Unit 38	Unit 56
Unit 17	Unit 41	Unit 63
Unit 18	Unit 42	Unit 64
Unit 19	Unit 43	
Unit 20	Unit 44	

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