



WHEN RECORDED RETURN TO:

~~Fulton Homes~~

Attn: Norman Nicholls

9140 South Kyrene, Suite 202

Tempe, AZ 85284

HOLD FOR SECURITY TITLE AGENCY

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TAMMY 1 OF 4

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JAKE'S RANCH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made on this 11<sup>th</sup> day of February, 1999, by LINDSAY 214, L.L.C., an Arizona limited liability company (hereinafter referred to as "Declarant") and FULTON HOMES CORPORATION, an Arizona corporation (hereinafter referred to as "Fulton").

WITNESSETH:

WHEREAS, Declarant and Fulton hold fee simple title to that certain real property commonly known as Jake's Ranch, situated in the Town of Gilbert, County of Maricopa, State of Arizona, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

~~September~~ WHEREAS, Declarant has entered into that certain Option Agreement dated ~~August 14<sup>th</sup>~~ 1998, wherein Century Land Development, Inc., an Arizona corporation ("Century") is "Optionee", pertaining to Lots 1-18, inclusive, 62-68, inclusive, and 76-78, inclusive, of the Property (the "Century Option").

WHEREAS, Declarant has entered into that certain Option Agreement dated December 18, 1998, wherein T.W. Lewis Company, an Arizona corporation ("T.W. Lewis") is "Optionee", pertaining to Lots 19-61, inclusive, 69-75, inclusive, 79-98, inclusive and 205-214, inclusive, of the Property (the "T.W. Lewis Option").

WHEREAS, Declarant and Fulton intend by this Declaration to subject the Property to the provisions of this Declaration, all as more particularly described herein.

NOW THEREFORE, Declarant and Fulton hereby declare that the Property, including, without limitation, the portion of the Property subject to the Century Option and the T.W. Lewis Option is and shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property, and be binding upon and inure to the benefit of all parties having any right, title or interest in and to the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns.

**ARTICLE 1**  
**DEFINITIONS**

1.1 **"Architectural Committee"** shall mean the committee established by the Board pursuant to Section 3.1 of this Declaration.

1.2 **"Architectural Committee Rules and Guidelines"** shall mean the rules adopted by the Architectural Committee, as said rules may be amended from time to time.

1.3 **"Articles"** shall mean the Articles of Incorporation of the Association which have been, or will be, filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

1.4 **"Association"** shall mean Jake's Ranch Homeowners Association, an Arizona nonprofit corporation.

1.5 **"Association Rules"** shall mean the rules and regulations adopted by the Association, as the same may be amended from time to time.

1.6 **"Board"** shall mean the Board of Directors of the Association elected as set forth in Section 2.2 of this Declaration.

1.7 **"Builder"** shall mean Fulton, Century, and T.W. Lewis and their respective successors and assigns. Should <sup>Unofficial Document</sup>the Century Option or the T.W. Lewis Option terminate or otherwise expire, the term "Builder" shall also mean any person or entity who is engaged in residential real estate development and who subsequently enters into an option agreement with Declarant for portions of the Property or becomes the owner of one or more Lots within the Property.

1.8 **"Bylaws"** shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.9 **"Common Area"** shall mean all real property, and all Improvements located thereon, owned, managed and/or maintained by the Association for the common use and enjoyment of the Owners.

1.10 **"Declarant"** shall mean Lindsay 214, L.L.C., an Arizona limited liability company, its successors and any person or entity to whom it may expressly assign the rights under this Declaration.

1.11 **"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

1.12 **"First Mortgage"** shall mean and refer to any mortgage or deed of trust with first priority over any other mortgage or deed of trust.

1.13 **"First Mortgagee"** shall mean and refer to the holder of any First Mortgage.

1.14 **"Improvement"** shall mean buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

1.15 **"Lot"** shall mean any parcel of real property designated as a Lot on the Plat.

1.16 **"Member"** shall mean any person, corporation, partnership, joint venture, or other legal entity who is an owner of a Lot within the Property.

1.17 **"Membership"** shall mean the status as a Member in the Association.

1.18 **"Option Agreements"** shall mean the Century Option and the T.W. Lewis Option, as amended from time to time, together with any subsequent option agreements entered into with Declarant granting the optionee therein the option to purchase a portion of the Property.

1.19 **"Owner"** shall mean the record owner, whether one (1) or more persons or entities, of fee simple title to a Lot. Owner shall not include (i) the Purchaser of a Lot under an executory contract for the sale of real property, (ii) persons or entities having an interest in a Lot merely as security for the performance <sup>Unofficial Document</sup> of an obligation, or (iii) a lessee, tenant or other occupant of a Lot. Notwithstanding the foregoing, for so long as a Builder has an existing right or option to acquire any one or more Lots pursuant to a written agreement with Declarant including, without limitation, the T.W. Lewis Option and/or the Century Option, the Builder (and not Declarant) shall be deemed to be the "Owner" of each Lot under which such Builder has an existing right or option. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, *et seq.*, the Trustor shall be deemed to be the owner. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust shall be deemed to be the owner.

1.20 **"Plat"** shall mean the Plat recorded in Book 486 of Maps, Page 34, records of the Recorder of Maricopa County, Arizona, as hereafter amended, corrected or supplemented.

1.21 **"Property Documents"** shall mean this Declaration and the Articles, Bylaws, Association Rules, Architectural Committee Rules and such other guidelines and requirements of the Association, as the same may be amended from time to time.

1.22 **"Property"** shall mean the real property described on Exhibit A attached to this Declaration.

1.23 **"Purchaser"** shall mean any person other than the Declarant or a Builder who by means of a voluntary transfer acquires fee simple title to a Lot.

1.24 **"Single Family"** shall mean a group of one (1) or more persons each related to the other by blood, marriage or legal adoption; or a group of persons not all so related, together with their domestic servants not to exceed three (3) in number, who maintain a common household in a dwelling.

1.25 **"Single Family Residential Use"** shall mean the occupation or use of a residence by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws and ordinances and other federal, state, county or municipal laws, rules, regulations and ordinances.

1.26 **"Unexercised Lots"** shall mean any Lots for which a Builder shall not have purchased as of the date of the termination or expiration of the Builder's Option Agreement.

1.27 **"Visible From Neighboring Property"** shall mean, with respect to any given object, that such object is, or would be visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## **ARTICLE 2**

### **THE ASSOCIATION**

Unofficial Document

2.1 **Rights, Powers, and Duties.** The Association shall be a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration.

2.2 **Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint, in accordance with the Articles and the Bylaws. The Board shall consist of at least three (3) persons. Until such time as Class B Membership ceases as set forth in Article 5, Section 5.1, each Builder shall appoint one (1) member of the Board. In the event of the termination or expiration of a Builder's Option Agreement, all directors and officers of the Association who are not owners of a Lot, and residing therein, and who were appointed by the Builder who is the optionee of the terminating or expiring Option Agreement, shall immediately tender their resignations as directors or officers of the Association and thereafter Declarant shall have the right and power to fill the vacancies created by such resignations.

2.3 **Association Rules.** By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal the Association Rules. The Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee, or lessee of such Owner; provided, however, that the Association Rules shall not discriminate among Owners and shall not

be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed and shall be available for inspection by the Members at reasonable times.

**2.4 Formation and Operation of the Association.** The Builders, at their cost and expense, shall be responsible for the preparation and timely filing of all necessary documents, including, without limitation, the Property Documents, pertaining to the formation and operation of the Association. All Property Document and other documents relating to the formation and operation of the Association shall not be submitted, executed or filed without Declarant's prior written consent, which consent shall not be unreasonably withheld or delayed. Should Declarant fail to approve or disapprove of the Property Documents or other document within twenty (20) days after submission to Declarant, Declarant shall be deemed to have approved the document or related Property Document. The cost incurred by Declarant to review the Property Documents shall be borne solely by Declarant. Subject to Section 2.2 above and the other terms of this Declaration, the day to day operation and management of the Association shall also be the obligation and liability of the Builders, through the Board and officers chosen by the Board in accordance with the Property Documents; provided, however, that the Board may select a professional management company to assist the Board in such duties.

### **ARTICLE 3** **ARCHITECTURAL COMMITTEE**

**3.1 Establishment.** The <sup>Unofficial Document</sup>Board shall establish an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration and to adopt the procedural rules and regulations for the performance of such duties, including procedures for preparation, submission and determination of the application for any approvals required by this Declaration. The Architectural Committee shall consist of such number of regular members as the Board may designate and such members shall be appointed by the Board. Until otherwise appointed by the Board, the members of the Board shall function as the members of the Architectural Committee. The appointees need not be architects, Owners or residents and do not need to possess any special qualifications of any type except such as the Board may, in its discretion, require. The Architectural Committee may from time to time establish rules and guidelines to interpret and implement this Declaration by setting forth the procedures for Architectural Committee review and the standards for development within the Property. The Architectural Committee rules and guidelines may also include provisions requiring the establishment of landscaping on Lots pursuant to specific timetables. Subject to the provisions of this Article, the decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Architectural Committee shall have exclusive jurisdiction over all modifications, additions or alterations to Improvements. Original construction of the Single Family residences on the Lots by Builders shall not require Architectural Committee review; provided, however, that T.W. Lewis and Century shall each submit to the other, prior to commencement of construction, copies of the floor plans, elevations and color schemes of the proposed residence for the other party's reasonable review and approval.

**3.2 Appeal.** Any Owner aggrieved by a decision of the Architectural Committee may appeal the decision to the Board in accordance with procedures to be established by the Board. If the Board fails to allow an appeal or if the Board, after the appeal, again rules in a manner aggrieving the appellant, the decision of the Board is final. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the prior decision of the Architectural Committee shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified shall thereafter be deemed the decision of the Architectural Committee. In this regard, the Board shall have the authority to modify or overrule the decision of the Architectural Committee on any matter presented to it.

**3.3 Fee.** The Architectural Committee may establish a reasonable processing fee to defer the costs of the Association in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted. The Architectural Committee may employ an architect and other design professionals and the fees for such services shall be included in review fees.

**3.4 Appointment of Architectural Committee Members.** Architectural Committee members are appointed by the Board and may be replaced from time to time at the discretion of the Board.

**3.5 Non-Liability for Approval of Plans.** Plans and specifications shall be approved by the Architectural Committee as <sup>to style</sup> exterior design, appearance and location, but neither the Architectural Committee, nor any member thereof, assumes any responsibility or obligation to review the plans and specifications for engineering design or for compliance with applicable zoning and building codes or ordinances. By approving the plans and specifications, neither the Association, the Board, the Builders nor the Declarant assumes any liability or responsibility for any defect in any structure constructed therefrom or for the failure of such plans and specifications to comply with applicable zoning and building codes and ordinances. Neither the Architectural Committee, any member thereof, the Association, the Board, the Builders nor the Declarant shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within the Property. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed to be, a representation or warranty, whether express or implied, that said plans or specifications comply with applicable governmental ordinances or regulations including, without limitation, zoning ordinances and building codes, and industry standards for design or construction.

## **ARTICLE 4**

### **MEMBERSHIP**

**4.1 Identity of Members.** Members in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically be a Member of the Association and shall remain a Member of the Association until such time as his Ownership ceases for any reason, at which time his Membership in the Association shall automatically cease.

**4.2 Transfer of Membership.** Membership in the Association shall be appurtenant to each Lot and a Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot and then only to such subsequent Owner, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association.

## **ARTICLE 5**

### **VOTING RIGHTS**

**5.1 Classes of Members.** The Association shall have two (2) classes of voting Membership:

**Class A.** Class A Members shall be all Owners of Lots, except that until the conversion of Builder's or Declarant's Class B Membership to Class A Membership as provided below, the Builders and the Declarant shall be Class B Members, not Class A Members. Each Class A Member shall be entitled to one (1) vote for each Lot owned.

**Class B.** The Class B Members shall be the Builders; provided, however, upon the termination or expiration of a Builder's Option Agreement, such Builder's right to vote hereunder pertaining to the Unexercised Lots shall automatically be assigned and transferred to Declarant upon the date of the termination or expiration. The Declarant and/or Builders, as applicable, shall be entitled to three (3) votes for each Lot owned by the Declarant or respective Builder (as ownership is contemplated in Section 1.19 above). The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) Within one hundred eighty (180) days after the number of Class A votes exceeds the number of Class B votes; or
- (b) When the Declarant or Builders notify the Association in writing that it relinquishes its Class B Membership; or
- (c) January 1, 2010.

**5.2 Joint Ownership.** When more than one (1) person is the Owner of any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) ballot be cast with respect to any

Lot. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same Lot. In the event more than one (1) ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

**5.3 Corporate Ownership.** In the event any Lot is owned by a corporation, partnership or other association, the corporation, partnership or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said Membership, and in the absence of such designation and until such designation is made, the chief executive officer, if any, of such corporation, partnership or association shall have the power to vote, and if there is no chief executive officer, then the Board of Directors or general partner of such corporation, partnership or association shall designate who shall have the power to vote.

**5.4 Suspension of Voting Rights.** In the event any Owner is in arrears in the payment of any assessments or other amounts due under any of the provisions of the Property Documents for a period of fifteen (15) days, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including collection and/or attorneys' fees, are brought current, and for a period not to exceed sixty (60) days for any infractions of the Property Documents and for successive sixty (60) day periods if the infraction has not been corrected.

## **ARTICLE 6**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**6.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association: (1) annual assessments, (2) supplemental assessments, and (3) special assessments for capital improvements, unless otherwise provided herein, together with late charges and interest as may be established by the Board from time to time. The annual, supplemental, and special assessments, together with all late charges, interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them (unless title is transferred to one or more such successors for purposes of avoiding payment of any assessments or is transferred to a person or entity controlled, controlled by or under the common control of the Owner transferring title). The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association or Board to take some



action or perform some function required to be taken or performed by the Association or Board under this Declaration or the other Property Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law or ordinance or with any order or directive of any municipal or other governmental entity.

**6.2 Purpose of the Assessments.** The assessments levied by the Association shall be used exclusively for the upkeep, maintenance, and improvement of the Common Area and such portions of the Lots, and such portions of the Improvements located thereon, as the Association is obligated to maintain under Section 10.1 and 10.2 of this Declaration, and for promoting the recreation, health, safety and welfare of the Owners and residents of Lots within the Property as well as creating and maintaining appropriate reserves.

**6.3 Maximum Annual Assessment.**

(a) The Board shall set the maximum annual assessment beginning with the year of the conveyance of the first Lot to a Purchaser.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the Board shall, without a vote of the Membership, increase the maximum annual assessment during each fiscal year of the Association by an amount proportional to the amount of increase during the prior fiscal year in the Consumer Price Index for All Urban Consumers (All Items), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1967 = 100), or in the event said index ceases to be published, by any successor index recommended as a substitute therefor by the United States government; or ten percent (10%), whichever is greater.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum assessment may be increased by an amount greater than the maximum increase allowed pursuant to (a) above, only by a vote of Members entitled to cast at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose, or by a two-thirds (2/3) majority of each class of vote as long as there is a Class B vote.

(d) The Board may fix the annual assessment in any amount not in excess of the maximum annual assessment.

**6.4 Supplemental Assessments.** In the event the Board shall determine that its funds budgeted or available in any fiscal year are, or will become, inadequate to meet all expenses of the Association, for any reason, including, without limitation, nonpayment of assessments by the Members, it shall immediately determine the approximate amount of such inadequacies for such fiscal year, prepare a supplemental budget, determine the amount of such inadequacies for such fiscal year, and levy a supplemental assessment against each Lot in such amount as the Board deems necessary in order to obtain the amount of such inadequacies. Notice of any such supplemental assessment shall be given to each Owner. The supplemental

assessment shall be paid on such dates, and in such installments, as may be determined by the Board. No supplemental assessment shall be levied by the Board until such assessment has been approved by at least a two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose, or a two-thirds (2/3) majority of each class as long as there is a Class B vote.

**6.5 Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose, or a two-thirds (2/3) majority of each class as long as there is a Class B vote.

**6.6 Notice and Quorum for Any Action Authorized Under Sections 6.3, 6.4 and 6.5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3, 6.4 or 6.5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**6.7 Special Use Fee for Cable, Telephone and Data Service.** The Association may enter into an agreement with a cable company for the purpose of providing various services to the Property which may include, among others, cable television service. The cost of the services shall be a "Special Use Fee" subject to the provisions of this Section 6.7. All Special Use Fees collected shall, when imposed, be separately accounted for and shall be expended on the costs of the services exclusively. When a Lot is transferred in title from the Declarant or a Builder to an Owner when the residence is complete, the Special Use Fee shall commence at close of escrow. Terms of the services to the Lots shall be determined at the discretion of the Board. The Board shall set the Special Use Fee each year and shall give notice to the Members in the same manner as for the annual assessment. In the event there are insufficient funds in the Special Use Fee account to cover the costs associated with providing the services for any reason, the Association shall advance the necessary funds to cover such costs and shall be reimbursed within a reasonable period of time as determined by the Board.

**6.8 Uniform Rate of Assessment.** Annual, supplemental, and special assessments must be fixed at a uniform rate for all Lots. However, as long as a Builder is the Owner of any Lot which has not been sold to individual Purchasers (or Declarant as to any Unexercised Lots), such Builder (or Declarant as to any Unexercised Lots) shall pay twenty-five percent (25%) of the full assessment amount. The Builders (and Declarant as to any Unexercised Lots) shall also be required to pay on a pro rata basis as determined by Lot ownership, the

difference between actual operating costs for the Association and all income from assessments and other sources in the form of a subsidy. The obligations of Builder and Declarant under this Section 6.8 may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The one hundred percent (100%) assessment permanently attaches upon initial occupancy of a Lot regardless of its state of occupancy thereafter. Upon the expiration or termination of a Builder's Option Agreement, such Builder shall concurrently with such termination remit to the Association a pro rata amount the assessments and subsidy as of the date of such termination or expiration. The obligation to pay the foregoing pro rata amounts shall survive the expiration or termination of the Builder's Option Agreement until paid. The Builder's obligation to pay the assessments and subsidy contemplated under this Section 6.8 is personal to the Builder and not that of the Declarant. The Association may seek any and all rights and remedies against a terminating Builder for the failure to pay the amounts required under this Section 6.8, but the Association may not seek to levy against or place a lien upon the Unexercised Property.

**6.9 Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to each Lot at the discretion of the Board. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board may require that the annual assessment be paid in installments and in such event the Board may require that the annual assessment be paid in installments and in such event the Board shall establish the due dates for each installment. The subsidy required of the Builders and Declarant set forth in Section 6.8 above shall be paid within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may reasonably be requested by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**6.10 Working Capital Fund.** To insure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each person or entity, with the exception of Builders and the Declarant, who purchase a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a sum equal to one-sixth (1/6) of the current annual assessment for the Lot. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses, or any other purpose permitted under this Declaration. Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as advance payment of any assessments levied by the Association pursuant to this Declaration.

**6.11 Transfer Fee.** Each person or entity other than Declarant or a Builder who purchases a Lot from a person or entity other than the Declarant or a Builder, shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such an amount as is established from time to time by the Board.

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

Any assessment, or any installment of an assessment, not paid within fifteen (15) days after the assessment, or the installment of the assessment, first became due shall bear a monthly late charge to be set by the Board. Any assessment, or any installment of an assessment, which is delinquent shall become a continuing lien on the Lot against which such assessment was made. The lien shall be perfected by the recording of a "Notice of Claim of Lien" which shall set forth (1) the name of the delinquent Owner as shown on the records of the Association, (2) legal description, street address and number of the Lot against which lien is made, (3) the amount claimed as of the date of the recording of the notice including lien recording fees, late charges and reasonable collection costs and/or attorneys' fees, (4) the name and address of the Association. The Association's lien shall have priority over all liens or claims created subsequent to the recording of the Notice of Claim of Lien except for tax liens for real property taxes on the Lot, assessments on any Lot in favor of any municipal or other governmental body and the liens which are specifically described in Section 6.12 of this Declaration.

Before recording a lien against any Lot, the Association shall make a written demand to the defaulting Owner for payment of the delinquent assessments, together with late charges and reasonable attorneys' and collection fees, if any. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association may proceed with recording a Notice of Claim of Lien against the Lot of the defaulting Owner. The Association shall not Unofficial Document be obligated to release any lien recorded pursuant to this Section until all delinquent assessments, lien fees, late charges and reasonable attorneys' fees and/or collection costs have been paid in full whether or not all of such amounts are set forth in the Notice of Claim of Lien.

The Association shall have the right, at its option, to enforce collection of any delinquent assessments together with lien fees, late charges, interest, reasonable attorneys' and costs, collection fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (a) bringing an action at law against the Owner personally obligated to pay the delinquent assessments and such action may be brought without waiving any lien securing any such delinquent assessments or (b) bringing an action to foreclose its lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

**6.13 Subordination of the Lien to Mortgages.** The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**6.14 Exemption of Owner.** No Owner of a Lot may exempt himself from liability for annual, supplemental, or special assessments levied against his Lot or for other amounts which he may owe to the Association under the Property Documents by waiver and non-use of any of the Common Area and facilities, or by the abandonment of his Lot.

## **ARTICLE 7**

### **PERMITTED USES AND RESTRICTIONS**

**7.1 Scope.** Except as otherwise specified, the provisions of this Article shall apply to all of the Property.

**7.2 Residential Use.** All Lots shall be used, improved, and devoted exclusively to Single Family Residential use. No trade or business may be conducted on any Lot, except that an Owner or resident may conduct a business activity within a residence 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 residence; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Property; (iii) the business activity does not involve persons coming on to the Lot or the door-to-door solicitation of Owners or other residents in the Property; (iv) the business activity does not violate any provision of this Declaration, the Architectural Committee Rules and Guidelines, or the Association Rules; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board. 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 to or does generate a profit; or (iii) a license is required for such activity. The leasing of an entire residence by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

**7.3 Animals.** No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner, the Board shall determine whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable to the same extent as other restrictions contained in this Declaration.

**7.4 Antennas.** No antenna, aerial, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radio) signals of any

kind (collectively referred to herein as "antennas") will be allowed on a Lot, except those antennas whose installation and use is protected under federal law or regulations. Application for such an antenna must be submitted to the Architectural Committee and such application will be approved if the antenna is designed to assure the minimal visual intrusion possible and complies to the maximum extent feasible with the Property Documents within the confines of applicable federal regulations, *i.e.*, without precluding reception of quality signal or unreasonably increasing the cost of the antenna.

**7.5 Roof Mounted Equipment.** No roof mounted equipment of any kind including, but not limited to, solar collectors, evaporative coolers, air conditioners, and ventilating systems shall be permitted without the written approval of the Architectural Committee.

**7.6 Utility Service.** Except as approved in writing by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incidental to the construction of buildings or structures approved by the Architectural Committee.

**7.7 Improvements and Alterations.** Unofficial Document No Improvements, alterations, repairs, excavations, landscaping or other work, including exterior paint, which in any way alters the exterior appearance of any property or the Improvements located thereon, from its natural or improved state existing on the date such property was first conveyed in fee by a Builder to a Purchaser, shall be made or done without the prior written approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, landscaping, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee. No change or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee. All decisions of the Architectural Committee shall be final and no Owner or other parties shall have recourse against the Architectural Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

**7.8 Temporary Occupancy.** No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time, on any portion of the Property, for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

**7.9 Trailers and Other Vehicles.** No motor vehicle classed by manufacturer rating s exceeding 3/4-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained,

constructed, reconstructed or repaired on any Lot or on any street so as to be visible from neighboring property without the prior approval of the Architectural Committee; provided, however, that the provisions of this Section shall not apply to pickup trucks of 3/4-ton or less capacity with camper shells not exceeding seven (7) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are used on a regular and recurring bases for basic transportation.

**7.10 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any such property.

**7.11 Trash Containers and Collection.** No garbage or trash shall be placed or kept on any property except in covered containers of a type, size and style which are approved by the Architectural Committee. 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 shall have the right to require all Owners to place their garbage or trash containers at a specific location for collection, or to require all Owners to subscribe to a trash collection service. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot. No garbage or trash containers shall be kept or placed on any grass or other landscaped area.

**7.12 Clothes Drying Facilities.** Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any property so as to be visible from neighboring property.

**7.13 Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any property except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a residence, appurtenant structures, or other Improvements, and except that which the Builders, Declarant or the Association may require for the operation and maintenance of the Property.

**7.14 Restriction on Further Subdivision.** No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner without the prior written approval of the Board.

**7.15 Signs.** No signs whatsoever (including, but not limited to, commercial, advertising, political, and similar signs) shall be erected or maintained anywhere on the Property including, but not limited to, the inside or outside of windows in any buildings located on the

Property, except such signs as may be required by legal proceedings or otherwise approved herein. The use of "For Sale" or "For Lease" signs is subject to approval by the Board except as provided in Section 7.16 herein.

**7.16 Declarant's Exemption.** Notwithstanding any other provision of the Property Documents, it shall be expressly permissible for the Builders, the Declarant or their respective duly authorized agents, employees, and representatives to maintain during the period of the sale of Lots, such facilities, structures, and signs as are necessary or convenient, in the sole opinion of the Builders and the Declarant, to the sale of the Lots, including, but without limitation, a business office, storage area, construction yards, homes, and sales offices; provided, however, that such use of the Common Area by the Builders and the Declarant must be reasonable and must not interfere with any Owner's use and enjoyment of the Common Area.

**7.17 Planting and Landscaping.** No planting or landscaping shall be done, and no fences, hedges, or walls shall be erected or maintained on any Lot that is Visible From Neighboring Property without the prior written approval of the Architectural Committee.

**7.18 Mineral Exploration.** No property 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.

**7.19 Diseases and Insects.** No Owner shall permit anything or condition to exist upon any property which shall induce, breed or harbor infectious plant diseases or noxious insects.

**7.20 Trash and Debris.** Each owner of a Lot, when installing or constructing improvements on the Lot, shall provide a place for the daily collection and storage of trash and debris and will remove such trash and debris on a reasonable schedule. No Owner of a Lot will allow any nuisance to occur on his Lot or adjacent to his Lot other than the reasonable result of construction activity. The Board shall be the sole judge as to whether or not undue nuisance is occurring and upon notice from the Board to the Lot Owner, any such nuisances identified by the Board shall be corrected.

**7.21 Maintenance of Lawns and Plantings.** Each Owner of a Lot shall keep all shrubs, trees, hedges, grass and plantings of every kind located on his Lot neatly trimmed, and shall keep all such areas properly cultivated and maintained and free of trash, weeds and other unsightly material.

**7.22 Repair of Building.** No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required within this Declaration, such building or structure shall be immediately repaired or rebuilt or shall be demolished.



**7.23 Overhead Encroachments.** No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Architectural Committee.

**7.24 Motor Vehicles.** No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street at Jake's Ranch, and no inoperable vehicle, including, but not limited to, vehicles with flat tires may be stored or parked on any such Lot or street so as to be visible from neighboring property or to be visible from Common Areas or streets; provided, however, that the provisions of this section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved in writing by the Architectural Committee.

**7.25 Parking.** Vehicles of all Owners and residents and of their guests and invitees, are to be kept in garages, carports, residential driveways of the Owner, and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot; provided, however, this section shall not be construed to permit the parking in the above-described areas of any vehicle whose parking in Jake's Ranch is otherwise prohibited or the parking of any inoperable vehicle. Notwithstanding the foregoing, vehicles may not be parked on the streets overnight.

**7.26 Right of Entry.** During Unofficial Document reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot, any member of the Architectural Committee, any member of the Board, or any authorized representative of any of them shall have the right and license to enter upon and inspect any Lot, and the Improvements thereon, except for the interior portions of any completed residence for the purpose of ascertaining whether or not the provisions of this Declaration, the Architectural Committee Rules and Guidelines, or the Association Rules have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

**7.27 Towing of Vehicles.** The Board shall have the right to have any truck, mobile home, travel trailer, tent trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of this Declaration 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. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the assessment lien, and the Association may enforce collection of suit amounts in the same manner provided for in this Declaration for the collection of assessments.

**7.28 Health, Safety and Welfare.** In the event additional uses, activities, and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety and

welfare of Owners or residents, the Board may make rules restricting or regulating their presence on Jake's Ranch as part of the Association Rules or may direct the Architectural Committee to make rules governing their presence on Lots as part of the Architectural Committee Rules and Guidelines.

**7.29 Landscape Installation Guideline.** Front yard landscaping must be installed per the guidelines of the Association within six (6) months following the close of escrow by a Purchaser.

## **ARTICLE 8** **EASEMENTS**

**8.1 Utility Easement.** There is hereby created a blanket easement upon, across, over, and under the Common Area for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones, electricity, and a cable television system. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain the necessary facilities and equipment on the Common Area. This easement shall in no way affect any other recorded easements on the Common Area.

**8.2 Easement for Encroachments.** In the event a wall, landscaping, or other approved Improvement on a Lot or the Common area encroaches upon another Lot or the Common Area, and such encroachment is inadvertent and has no significant impact on the adjacent property, an easement for such encroachment is hereby given and the right to determine whether such encroachment causes a significant adverse impact shall be determined by the Architectural Committee upon request by either of the parties. When such determination is made by the Architectural Committee, that determination is binding on all parties.

**8.3 Easements for Ingress and Egress.** Easements for the ingress and egress are hereby reserved to the Builders, the Declarant, the Owners, and their family, guests, tenants, and invitees for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the Common Area; and for vehicular traffic over, through and across such portions of the Common Area as from time to time may be paved and intended for such purposes; and for such other purposes reasonably necessary to the use and enjoyment of a Lot or the Common Area.

**8.4 Association's Easement For Performing Maintenance Responsibilities.** The Association shall have an easement upon, across, over and under the Common Area and the Lots for the purpose of repairing, maintaining and replacing the Common Area and those portion of the Lots which the Association is obligated to maintain under Article 10 of this Declaration.

**8.5 Use and Drainage Easements Among Owners.** Wherever drainage, s estimated by the Board, flows from one (1) Lot under or through one (1) or more other Lots, said drainage flow shall not be impeded, diverted, or otherwise changed. These easements shall include, but are not limited to, receiving the runoff from roofs and drainage under and through garden walls.

## **ARTICLE 9**

### **PROPERTY RIGHTS**

**9.1 Owners' Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area. Said easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) the right of the Association to adopt reasonable rules and regulations governing the use of the Common Area and all facilities located thereon;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless evidenced by an instrument signed by at least two-thirds (2/3) of each class of Members, except that the Board may make a dedication for transfer without consent of the Members, providing such transfer is of minimal value and causes no adverse impact to the Members; and

(c) the right of Declarant, Builders, and their agents and representatives, in addition to the rights set forth elsewhere in this Declaration, to the non-exclusive use, without charge, of the Common Area for maintenance of sales facilities, and display and exhibit purposes.

**9.2 Delegation of Use.** Unofficial Document Any Owner may delegate, subject to this Declaration and the Association Rules, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his guests or invitees, provided such delegation is for a reasonable number of persons and at reasonable times, and in accordance with reasonable Association Rules.

**9.3 Limitations.** An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot. Such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Area.

## **ARTICLE 10**

### **MAINTENANCE**

**10.1 Maintenance of Common Area by the Association.** The Association shall be responsible for the maintenance, repair and replacement of the common Area and may, without any approval of the Owners being required, do any of the following:

(a) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area);

(b) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(c) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof; and

(d) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

**10.2 Exterior Maintenance by Association.** In addition to the maintenance, repair and replacement of the Common Area and the Improvements located thereon, the Association shall maintain, repair and replace the landscaping and other Improvements on any area within, or immediately adjacent to, Jake's Ranch, providing the board agrees that such maintenance shall be in the best interest of all the Members and agrees to such maintenance in writing.

**10.3 Maintenance by Owners.** Each Owner shall be solely responsible for that portion of the maintenance, repair and replacement of his Lot and Improvements which are not maintained by the Association as described in Sections 10.1 and 10.2.

**10.4 Damage or Destruction of Common Area by Owners.** No Owner shall in any way damage or destroy any Common Area or interfere with the activities of the Association, in connection therewith. No Owner shall in any way interfere with the maintenance responsibilities of the Association, including, but not limited to, landscaping, street maintenance, and wall maintenance. Any expenses incurred by the Association by reason of any such act of an Owner, his grantees or assignees, shall be paid by said Owner, upon demand, to the Association to the extent that the Owner is liable therefor under Arizona law, and such amounts shall be a lien on any Lots owned by said Owner, and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of assessments.

**10.5 Nonperformance by Owners.** In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of Jake's Ranch which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates the Property Documents with respect to the maintenance, repair or replacement of the Improvements located on such Lot, the Board may, by resolution, make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give written notice thereof to the Owner by mail to the mailing address of the Lot and make demand that corrective action be taken within fourteen (14) calendar days of the day of the notice. If at the expiration of the said fourteen (14) day period the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken, including, but not limited to, the hiring of an attorney to take action on behalf of the Board, whether by informal pre-suit action or by formal legal proceedings. The costs of any action

taken by the Board as set forth herein, including, but not limited to, incidental and taxable costs, attorneys' fees, collection fees and any fines assessed against any Owner shall be added to and become a part of the assessment to which the offending Owner and the Owner's Lot is subject and shall be secured by the assessment lien.

## **ARTICLE 11**

### **PARTY WALLS**

**11.1 Rights and Duties of Adjoining Owners.** The rights and duties of Owners of Lots with respect to party walls shall be governed by the following provisions:

(a) Each wall or fence which is placed on the dividing line between separate Lots shall constitute a party wall. With respect to any such wall, each of the adjoining Owners shall assume the burden and be entitled to the benefit of the restrictive covenants contained in this Declaration, and to the extent not inconsistent with this Declaration, the general rules of law regarding party walls shall be applied;

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the adjoining Owners of such wall in proportion to the use thereof, without prejudice, however, to the right of any Owner to call for a larger contribution from the adjoining Owner under any rule of law regarding liability for negligent or willful acts or omissions;

(c) In the event any <sup>Unofficial Document</sup>such party wall is damaged or destroyed by some cause other than the act of one(1) of the adjoining Owners, his agents, tenants, licensees, guests or family (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 at their joint and equal expense;

(d) Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements;

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners and their successors in title;

(f) In addition to meeting the other requirements of this Declaration and of any other city code or similar regulations or ordinances, any Owner proposing to modify, make additions to build or rebuild a party wall in any manner which requires construction, extension or other alteration, shall first obtain the written consent of the adjoining Owner and the Architectural Committee;

(g) In the event of a dispute between Owners with respect to the repair or the rebuilding of a party wall or with respect to sharing of the cost thereof, then, upon

written request of one such Owner address to the Association, the matter shall be submitted to the Architectural Committee whose decision shall be final; and

(h) The provisions of this Article shall be binding upon the heirs and assigns of any Owners, but no person shall be liable for any act or omission respecting the party wall except such as took place while he was an Owner.

## **ARTICLE 12**

### **INSURANCE**

#### **12.1 Insurance to be Obtained by the Association.**

##### **12.1.1 Hazard Insurance.**

(a) The Board, acting on behalf of the Association, shall obtain and maintain at all times insurance for all insurable improvements on the Common Areas against loss or damage by fire or other hazards, casualties and risks embraced within the coverage of the standard "extended coverage" policy available from time to time in the State of Arizona, against all other perils customarily covered for similar types of projects (including those covered by the standard "all risk" endorsement available from time to time in the State of Arizona), and against loss or damage due to vandalism and malicious mischief. Said insurance shall be in an amount equal to 100% of the current replacement cost, as may from time to time be determined by the Board in its periodic review of insurance coverages.

(b) The policy or policies providing the insurance required by this Subsection 12.1.1 shall provide that: (i) the insurer shall waive any right of subrogation against the Owners, the Board or the Association, and their respective agents, tenants, servants, employees, guests and household members; (ii) such insurance shall not be cancelled, invalidated or suspended by reason of any acts or omissions of any Owner (or of such Owner's invitees, agents, tenants, servants, employees, guests or household members), or of any member, officer or employee of the Board without a prior written demand to the Board that any such act or omission be cured and without providing a sixty (60) day period within which the Board may cure such act or omission (or cause the same to be cured); (iii) such insurance coverage shall be primary, and shall in no event be brought into contribution with any insurance maintained by individual Owners, their Mortgagees or other lien holders; and (iv) shall contain such endorsements and such deductibles as the Board may require.

**12.1.2 Liability Insurance.** The Board, acting on behalf of the Association, shall obtain and maintain at all times a comprehensive general liability policy insuring the Association and each member of the Board against any liability to the public or to any Owner (and such Owner's invitees, agents, employees, tenants, guests, servants and household members) for death, bodily injury and property damage arising out of or incident to the ownership or use of the Common Areas or arising out of or incident to the performance by the Association of its

maintenance and other obligations hereunder. The Board, with the assistance of the insurer(s) providing such coverage, shall periodically review the amounts of coverage afforded by said comprehensive general liability policy or policies and adjust such amounts of coverage as the Board deems appropriate. The policy or policies providing such insurance shall, by specific endorsement or otherwise, preclude denial by the insurer(s) providing such insurance of a claim under such policy or policies because of negligent acts or omissions of the Association, any Owner(s) or any other person named as an insured or additional insured thereunder.

**12.1.3 General Provisions Governing Insurance.** The insurance required to be obtained under Subsections 12.1.1 and 12.1.2 shall be written in the name of the Association and shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with one or more companies authorized to provide such insurance in the State of Arizona;

(b) Exclusive authority to adjust losses under policies in force on property owned or insured by the Association shall be vested in the Board;

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees or other lienholders, and the insurance carried by the Association shall be primary;

(d) The <sup>Unofficial Document</sup>Board shall be required to make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Board or the Owners and their respective tenants, servants, agents, employees, guests and household members;

(e) Each policy providing insurance coverage required by Subsections 12.1.1 and 12.1.2 shall require the applicable insurer to endeavor to give not less than ten (10) days prior written notice to the Association.

**12.1.4 Fidelity Bonds.** The Board, acting on behalf of the Association, shall obtain and maintain at all times adequate fidelity bond coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle, or are responsible for handling, funds held or administered by the Association, whether or not such officers, directors, employees or others receive compensation for services they render to or on behalf of the Association. In addition, the Board shall have the right, power and authority, at its reasonable discretion, to obtain and maintain fidelity bond coverage with respect to the activities of any independent management agent which handles funds for the Association and of the officers, directors and employees of such agent (separate and apart from any fidelity bond or similar coverage such agent may itself maintain). Each fidelity bond: (a) shall name the Association as obligee; (b) shall be issued by one or more companies authorized to issue such bonds in the State of Arizona; (c) in the case of fidelity bond coverage with respect to the Association and its officers, directors, employees and the like, shall be in an amount sufficient to cover the maximum total of funds reasonably expected by the Board to be in the custody of the Association at any time while

such bond is in force; and (d) in the case of fidelity bond coverage obtained by the Association, at the Board's discretion, with respect to the activities of any independent management agent (or the directors, officers or employees of such agent), shall be in such amount as the Board reasonably deems appropriate. Each fidelity bond shall provide that the issuer thereof shall endeavor to provide not less than ten (10) days prior written notice to the Association.

**12.1.5 Workers' Compensation Insurance.** The Board, acting on behalf of the Association, shall obtain and maintain workers' compensation insurance if and to the extent necessary to meet the requirements of applicable law.

**12.1.6 Cost of Insurance.** All premiums for the insurance or bonds required to be obtained by the Board by this Section 12.1 shall be included in the calculation of the annual assessments. The Board shall not be liable for failure to obtain or maintain any of the insurance coverage required by this Section 12.1, or for any loss or damage resulting from such failure, if such failure is due to the unavailability of such insurance coverage from reputable companies authorized to provide such insurance in the State of Arizona, or if such insurance coverage is available only at an unreasonable cost.

**12.2 Insurance to be Obtained by the Owners.**

**12.2.1 Public Liability Insurance.** Each Owner shall be responsible for providing, as such Owner sees fit and at such Owner's sole expense, such comprehensive public liability insurance as such Owner may desire against loss or liability for damages and any expense of defending against any claim for damages <sup>Unofficial Document</sup> which might result from the ownership, use or occupancy of such Owner's Lot.

**12.2.2 Hazard and Contents Insurance.** Each Owner shall be responsible for providing, as such Owner sees fit and at such Owner's sole expense, such fire, liability, theft and any other insurance covering: (a) any residence and any other structure on such Owner's Lot; and (b) any and all fixtures and personal property upon such Lot or in such residence or other structure(s).

**12.3 Casualty Losses.**

**12.3.1 Damage and Destruction.**

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the property required to be insured by the Association under Section 12.1, the Board or its duly authorized agent shall: (i) proceed with the filing and adjustment of all claims arising under such insurance; (ii) obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property; and (iii) upon receipt of the proceeds of such insurance and except as is otherwise provided in this Subsection 12.3.1, use such proceeds to repair or reconstruct the damaged or destroyed property. The terms "repair" and "reconstruction" (or variants thereof), as used in this Article 12 shall mean repairing or restoring the property in question to substantially the same condition as that in which it existed prior to the fire or other casualty (or, where



applicable, replacing the damaged or destroyed property with property substantially similar to the damaged or destroyed property as it existed prior to such damage or destruction).

(b) Any major damage or destruction to the property required to be insured by the Association under Section 12.1 shall be repaired or reconstructed unless (i) repair or replacement would be illegal under any state or local health or safety law, rule, statute or ordinance, or (ii) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. The Board, however, shall determine whether any minor damage or destruction to the Common Areas should be repaired or reconstructed.

**12.3.2 Excess or Deficiency of Proceeds.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to pay the cost thereof, the Board shall, without the necessity of a vote of the Members, levy assessments against the Owners of all Lots, which assessments shall be allocated equally among all Lots. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Any assessments levied pursuant to this Subsection 12.3.2 shall be deemed to be a part of the assessments and shall be secured by the lien created by Section 6.11. If the funds available from insurance exceed the cost of repair, such excess shall be used to meet expenses or, in the discretion of the Board, placed in a reserve account for contingencies or capital improvements.

## **ARTICLE 13**

### **GENERAL PROVISIONS**

Unofficial Document

**13.1 Enforcement.** The Association, or any Owner, 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 this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**13.2 Severability.** Invalidation of any one (1) 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.

**13.3 Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

**13.4 Amendment by Owners.** This Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners representing not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by Owners representing not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded.

**13.5 Amendment by Board.** Notwithstanding anything to the contrary in this Declaration, the Board shall have the right, but not the obligation, to amend this Declaration,

without obtaining the approval or consent of any other Owner or mortgagee, in order to conform the Declaration to requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other government or government approved agencies when such modification is required to qualify for the use of the services, insurance, or other guarantees provided by such agencies.

**13.6 Violations and Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Builders, the Association or any Owner.

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

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

**13.9 Delivery of Notices and Documents.** Any written notice or other documents relating to, or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid. Each owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

**13.10 Binding Effect.** By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, 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 this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the Improvement and development of the Property and thereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. Declarant and the Builders, and their respective successors, assigns and grantees, covenant and agree that the Lots and the Membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

**13.11 Management Agreements.** Any agreement for professional management of the Association, the Property, or any other contract providing for services to the Declarant or the Builders shall not exceed one (1) year.

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

**13.13 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 this Declaration.

**13.14 Survival of Liability.** The termination of Membership in the Association shall not relieve or release any such former Member from any liability or obligation incurred under or in any way connected with the Association during the period of such Membership, or impair any rights or remedies which the Association may have against such former Member arising out of, or in any way connected with such Membership and the covenants and obligations incidental thereto.

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

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**13.16 Joint and Several Liability.** In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in, or imposed by, this Declaration, shall be joint and several.

**13.17 Builder's Rights and Powers.** The rights, powers and privileges granted to a Builder under this Declaration shall terminate concurrently with the termination and expiration of such Builder's Option Agreement. The affected Builder shall concurrently with the Termination of the Option Agreement execute and deliver to Declarant any and all documents necessary to evidence the termination of its rights, power and privileges under this Declaration including, without limitation, any document required by the Arizona Department of Real Estate.

**13.18 Attorneys' Fees.** In the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration, or to collect any assessments or other amounts due from an Owner, or to enforce compliance with or recover damages for any violation or noncompliance with the Property Documents, the offending Owner or other person or entity shall pay to the Association, upon demand, all attorney fees and court costs incurred by the Association, whether or not suit is filed, which fees and costs shall be secured by the assessment lien.

**13.19 Declarant's Right to Use Similar Name.** The Association hereby irrevocably consents to the use by any other nonprofit corporation which may be formed or incorporated by Declarant of a corporate name which is the same or deceptively similar to the

name of the Association provided one (1) or more words are added to the name of such other corporation to make the name of the Association distinguishable from the name of such other corporation. Within five (5) days after being requested to do so by the Declarant, the Association shall sign such letters, documents or other writings as may be required by the Arizona Corporation Commission in order for any other corporation formed or incorporated by the Declarant to use a corporate name which is the same or deceptively similar to the name of the Association.

**IN WITNESS WHEREOF**, the undersigned have executed this Declaration as of the day and year first above written.

**DECLARANT:**

**LINDSAY 214, L.L.C.,**  
an Arizona limited liability company

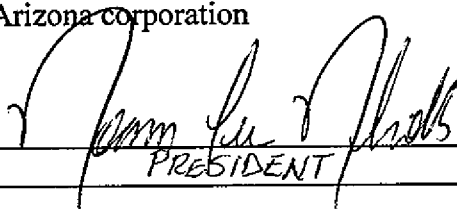
By: Signature Real Estate Group, Inc.  
an Arizona corporation, its Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Unofficial Document

**FULTON:**

**FULTON HOMES CORPORATION,**  
an Arizona corporation

By:   
Its: PRESIDENT

The undersigned hereby approve the foregoing document.

**T.W. LEWIS:**

**T.W. LEWIS COMPANY,**  
an Arizona corporation

By: *Thomas W. Lewis*

Its: *T.W. Lewis*

**CENTURY:**

**CENTURY LAND DEVELOPMENT, INC.,**  
an Arizona corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )

) ss.

County of Maricopa        )

Unofficial Document

The foregoing Declaration was acknowledged before me this 8th day of February, 1999, by Thomas W. Lewis, the President of T.W. Lewis Corporation, an Arizona corporation, on behalf of the corporation.

*Linda R. Staples*  
Notary Public

My Commission Expires:

8/25/00



incorporated by Declarant of a corporate name which is the same or deceptively similar to the name of the Association provided one (1) or more words are added to the name of such other corporation to make the name of the Association distinguishable from the name of such other corporation. Within five (5) days after being requested to do so by the Declarant, the Association shall sign such letters, documents or other writings as may be required by the Arizona Corporation Commission in order for any other corporation formed or incorporated by the Declarant to use a corporate name which is the same or deceptively similar to the name of the Association.

**IN WITNESS WHEREOF**, the undersigned have executed this Declaration as of the day and year first above written.

**DECLARANT:**

**LINDSAY 214, L.L.C.,**  
an Arizona limited liability company

By: Signature Real Estate Group, Inc.  
an Arizona corporation, its Manager

By: 

Its: V.P.

Unofficial Document

**FULTON:**

**FULTON HOMES CORPORATION,**  
an Arizona corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing Declaration was acknowledged before me this 8th day of Feb., 1999, by Michael C. Anderson, the manager of Signature Real Estate Group, Inc., an Arizona corporation, the Manager of Lindsay 214, L.L.C., an Arizona limited liability company, on behalf of the company.

Linda Nelson  
Notary Public

My Commission Expires:  
8-24-2001



STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing Declaration was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_ of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

The undersigned hereby approve the foregoing document.

**T.W. LEWIS:**

**T.W. LEWIS COMPANY,**  
an Arizona corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CENTURY:**

**CENTURY LAND DEVELOPMENT, INC.,**  
an Arizona corporation

By: J. D. Talp  
Its: Vice President

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa        )

Unofficial Document

The foregoing Declaration was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of T.W. Lewis Corporation, an Arizona corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

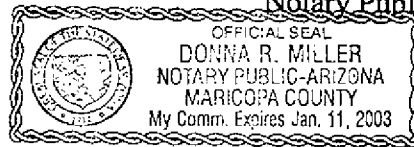


STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing Declaration was acknowledged before me this 8 day of Feb., 1999, by James D. Talbot, the Vice President of Century Land Development, Inc., an Arizona corporation, on behalf of the corporation.

Donna R. Miller  
Notary Public

My Commission Expires:  
1-11-03



Unofficial Document

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

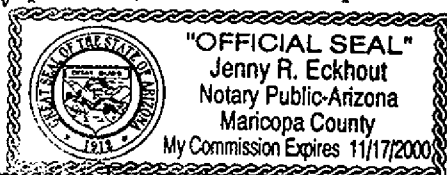
The foregoing Declaration was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Signature Real Estate Group, Inc., an Arizona corporation, the Manager of Lindsay 214, L.L.C., an Arizona limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing Declaration was acknowledged before me this 11<sup>th</sup> day of February, 1999, by Norman Lee Nichols, the president of Fulton Homes Corporation, an Arizona corporation, Unofficial Document of the corporation.



My Commission Expires:  
11/17/2000

Jenny R. Eckhout  
Notary Public

The undersigned hereby approve the foregoing document.

**T.W. LEWIS:**

**T.W. LEWIS COMPANY,**  
an Arizona corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CENTURY:**

**CENTURY LAND DEVELOPMENT, INC.,**  
an Arizona corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa        )

Unofficial Document

The foregoing Declaration was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of T.W. Lewis Corporation, an Arizona corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA        )  
                                      ) ss.  
County of Maricopa        )

The foregoing Declaration was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Century  
Land Development, Inc., an Arizona corporation, on behalf of the corporation.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public \_\_\_\_\_

Unofficial Document

## **EXHIBIT A**

Lots 1-214 according to the plat recorded in Book 486 of Maps, Page 34, records of Maricopa County, Arizona.

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# **JAKE'S RANCH BUILT OUT BUDGET**

8-Jan-99

| <u><b>INCOME</b></u>                 | <b>ANNUAL</b>        | <b>MONTHLY</b>      | <b>PER UNIT/<br/>MONTH</b> |
|--------------------------------------|----------------------|---------------------|----------------------------|
| RESIDENTIAL ASSESSMENTS<br>214 UNITS | \$ 231,120.00        | \$ 19,260.00        | \$ 90.00                   |
| <b>TOTAL INCOME</b>                  | <b>\$ 231,120.00</b> | <b>\$ 19,260.00</b> | <b>\$ 90.00</b>            |

## **EXPENSES**

### **MAINTENANCE & REPAIR**

|                                       |                      |                    |                 |
|---------------------------------------|----------------------|--------------------|-----------------|
| Landscape Maint. Contract             | \$ 88,800.00         | \$ 7,400.00        | \$ 34.58        |
| Street Sweeping                       | \$ 1,800.00          | \$ 150.00          | \$ 0.70         |
| Electrical/Lighting                   | \$ 1,200.00          | \$ 100.00          | \$ 0.47         |
| Gate Maintenance                      | \$ 1,800.00          | \$ 50.00           | \$ 0.23         |
| Gate Repair                           | \$ 1,200.00          | \$ 50.00           | \$ 0.23         |
| Sprinkler Maintenance                 | \$ 900.00            | \$ 50.00           | \$ 0.23         |
| Water Feature Maint.                  | \$ 5,100.00          | \$ 425.00          | \$ 1.99         |
| Water Feature Repair/Draining         | \$ 4,200.00          | \$ 100.00          | \$ 0.47         |
| Misc. Sub-contractor services         | \$ 1,200.00          | \$ 100.00          | \$ 0.47         |
| Large Tree Trimming                   | \$ 3,600.00          | \$ 300.00          | \$ 1.40         |
| <b>TOTAL MAINTENANCE &amp; REPAIR</b> | <b>\$ 109,800.00</b> | <b>\$ 8,725.00</b> | <b>\$ 40.77</b> |

### **PARTS & SUPPLIES**

|                                   |                     |                    |                |
|-----------------------------------|---------------------|--------------------|----------------|
| Sprinkler / Irrigation Parts      | \$ 1,500.00         | \$ 125.00          | \$ 0.58        |
| Landscape Supplies                | \$ 1,500.00         | \$ 125.00          | \$ 0.58        |
| Fertilizer                        | \$ 2,700.00         | \$ 225.00          | \$ 1.05        |
| Rye Seed                          | \$ 3,000.00         | \$ 250.00          | \$ 1.17        |
| Plants & Shrubs                   | \$ 1,500.00         | \$ 125.00          | \$ 0.58        |
| Electrical / Lighting             | \$ 1,200.00         | \$ 100.00          | \$ 0.47        |
| Recreation Area Supplies          | \$ 600.00           | \$ 50.00           | \$ 0.23        |
| Miscellaneous                     | \$ 600.00           | \$ 50.00           | \$ 0.23        |
| <b>TOTAL PARTS &amp; SUPPLIES</b> | <b>\$ 12,600.00</b> | <b>\$ 1,050.00</b> | <b>\$ 4.91</b> |