

Avenida Siete Oeste

Disclosure Packet



AVENIDA SIETE OESTE

Division of Maintenance Responsibilities between the Association and the Homeowner

	GOVERNING DOCUMENT	ASSOCIATION RESPONSIBILITIES	HOMEOWNER RESPONSIBILITIES
Common Elements Maintenance:	CC&Rs Paragraph (3.2)(a) Common Elements: The maintenance, management and operation of the common elements shall be the responsibility and the expense of the Association. Declaration of Horizontal Regime, Article II, Paragraph (5) defining 'Common Elements' as all of the property not defined as an Apartment Unit. Paragraph (2) defining 'Apartment Unit' as an individual apartment, patio, laundry room and two parking spaces.	The Association is responsible for the maintenance and repairs to all Common Elements, Improvements thereon and landscaping.	
Maintenance of Apartment Unit:	CC&Rs Paragraph (3.1)(b)(1), the Owner is responsible to maintain, repair and replace at his expense all portions of the apartment unit except the portions maintained, repaired and replaced by the		The Owner is responsible for all maintenance of his/her Unit.

	Association.		
Unit Walls: Exterior and structural parts	CC&Rs Paragraph (3.1)(a)(1) the Association is responsible for maintenance, repair and replace, all portions of the perimeter walls, including the outside walls of the apartment, the patio fences (except the interior surface of the fence) and all fixtures (except the air-conditioning and heating unit which is the Owner's responsibility) on exterior surface and the boundary walls of the apartment; all portions of the floors that separate the lower floor from the second; all portions of the load bearing columns and load bearing walls, except...interior surfaces of said walls, floors, ceilings and/or load bearing columns.	The Association is responsible for all exterior and bearing walls, columns, floors, and ceilings.	
Unit Walls: Interior Surfaces	CC&Rs Paragraph (3.1)(a)(1)		Each Owner is responsible for the interior surfaces (floors, ceilings, and walls), and/or load bearing columns of the apartment.
Roofs: Structural and exterior maintenance	CC&Rs Amendment II, (3.1)(b)(5), the Owner shall maintain the roof and/or roofing of his own apartment unit.		The Owner is responsible for the maintenance and repair of roofs.

Patios: Generally, structural components	CC&Rs Paragraph (3.1)(a)(1)	The Association is responsible for exterior patio fence.	The Owner is responsible for the interior surface of patio fence.
Patios: Landscaping	CC&Rs Paragraph (2.11), the Owner shall have right to do whatever gardening or planting he desires within his patio. Paragraph (3.1)(b)(3), the Owner [shall] maintain the area within the patio including all yard work and gardening required within the patio area.		The Owner is responsible for landscaping on his/her patio.
Fixtures: Appliances, electrical, plumbing, and HVAC.	CC&Rs Paragraph (3.1)(a)(1) and (3.1)(a)(2) the Association is responsible for maintenance, repair and replace, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions an apartment maintained by the Association, except that all said conduits, ducts, plumbing, wiring and other facilities which provide services solely to one apartment unit shall be the responsibility of the	The Association is responsible for common ducts, wiring, plumbing and other facilities for utility services.	The Owner is responsible for appliances within his/her Unit, air conditioning and heating unit, and any plumbing or ducts that provide services solely to that apartment.

	Owner of said apartment.		
Damage by Owner to Common Elements or Apartment Unit, Negligence	CC&R Paragraph (14.1) the Apartment Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of the insurance carried by the Association.		Each Owner is liable to the Association for any damages to General Common Elements or Improvements, landscaping or equipment thereon which results from the negligence or willful conduct of the Owner.

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**Avenida Siete Oeste
2013 Budget**

	<u>2012</u>	<u>2013</u>
Income		
Assessments	\$ 108,000	\$ 108,000
Late Fee Income	\$ 500	\$ 500
Working Capital	\$ 1,200	\$ 1,200
Other Income	\$ 45	\$ 45
Total Income	\$ 109,745	\$ 109,745
<u>General & Administrative</u>		
Management Fees	\$ 7,920	\$ 8,136
Audit/Legal Fees	\$ 2,200	\$ 2,200
Insurance	\$ 10,500	\$ 11,500
Other Expenses	\$ 2,450	\$ 2,450
	\$ 23,070	\$ 24,286
<u>Pool Operations</u>		
Contract Services	\$ 1,900	\$ 1,900
Repairs/Supplies	\$ 1,650	\$ 1,650
	\$ 3,550	\$ 3,550
<u>Grounds Maintenance</u>		
Contract Services	\$ 16,020	\$ 16,440
Sprinkler Repairs	\$ 2,000	\$ 2,500
Tree Maintenance	\$ 5,760	\$ 5,760
Site Improvement	\$ 2,500	\$ 2,500
	\$ 26,280	\$ 27,200
<u>Maintenance Expenses</u>		
Street Cleaning	\$ 900	\$ 900
Community Repairs	\$ 6,200	\$ 6,200
Extermination	\$ 2,200	\$ 2,200
	\$ 9,300	\$ 9,300
<u>Utilities</u>		
Electricity	\$ 8,250	\$ 8,250
Water & Sewer	\$ 21,200	\$ 22,500
Gas	\$ 450	\$ 450
Refuse	\$ 6,000	\$ 6,000
	\$ 35,900	\$ 37,200
Total Expenses	\$ 98,100	\$ 101,536
Increase (Decrease) In Reserves	\$ 11,645	\$ 8,964

**AVENIDA SIETE OESTE
HOMEOWNERS ASSOCIATION**

Financial Statements

For the Year Ended December 31, 2012

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House Kaplan, CPAs, P.C.

4611 E. Shea Blvd, Suite 210, Bldg 1 • Phoenix, AZ 85028 • Phone:(480) 948-3334 • Fax:(480) 948-5616

**To the Board of Directors and Members
Avenida Siete Oeste Homeowners Association
Phoenix, Arizona**

We have compiled the accompanying statements of assets, liabilities, and fund balance-cash basis of Avenida Siete Oeste Homeowners Association (a corporation) as of December 31, 2012, and related statements of revenues, expenses and changes in fund balance-cash basis for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the cash basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has omitted supplementary information about future major repairs and replacements of common property that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic statements in an appropriate operational, economic, or historical context.

House Kaplan, CPAs, P.C.

June 22, 2013

Avenida Siete Oeste Homeowners Association
Statement of Assets, Liabilities and Fund Balance- Cash Basis
December 31, 2012

ASSETS:

Cash in Checking	\$ 11,069
Cash in Reserve	<u>36,275</u>
Total Assets:	<u>\$ 47,344</u>

LIABILITIES:

Insurance Claim	\$ 1,496
Prepaid Assessments	<u>6,010</u>
Total Liabilities:	<u>\$ 7,506</u>

FUND BALANCE:	<u>\$ 39,838</u>
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Total Liabilities	
And Fund Balance:	<u>\$ 47,344</u>

See Accountant's Compilation Report.

**Avenida Siete Oeste Homeowners Association
Statements of Revenues and Expenses- Cash Basis
For the Year Ended December 31, 2012**

REVENUES

Special Assessments	\$ 275
Assessments	104,027
Interest	218
Other	<u>5,248</u>

Total Revenues: \$ 109,768

EXPENSES

Operating Expenses	\$ 25,185
Grounds/Landscaping Expense	43,349
Pool Expense	3,615
Utilities Expense	<u>40,227</u>

Total Expenses: \$ 112,376

**Excess (Deficiency) of Revenues over Expenses
Before Reserve Expenditures** \$ (2,608)

Reserve Expenditures \$ 2,317

Excess (Deficiency) of Revenues over Expenses \$ (4,925)

See Accountant's Compilation Report.

Avenida Siete Oeste Homeowners Association
Statement of Changes in Fund Balance- Cash Basis
For the Year Ended December 31, 2012

	Total <u>All Funds</u>
Balances, Beginning of year (net)	\$ 44,763
 Current year (net) adjustments	 <u>\$ (4,925)</u>
 Balances, End of Year	 <u><u>\$ 39,838</u></u>

See Accountant's Compilation Report.

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION
Notes to Financial Statements

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES:

Organizational Date

Avenida Siete Oeste Homeowners Association was incorporated in the State of Arizona. The association is responsible for the maintenance and operation of the common property within the development. Funds to maintain the property are provided from fees assessed to the owners of the units within the property. The owners of the units are members of the Association.

Basis of Accounting

The Association's policy is to prepare its financial statements on the cash basis of accounting; consequently, certain revenues are recognized when received rather than when earned, and certain expenses and purchases of assets are recognized when cash is disbursed rather than when the obligation is incurred.

Property, Equipment and Depreciation

Real property and common areas acquired by the original homeowners from the developer are not capitalized on the Association's financial statements, as they are owned by the individual and not the Association. Common areas are restricted to use by association members, their tenants, and guests.

Replacements and improvements to the real property and common areas are not capitalized as the improvements also belong to the owners and not the Association.

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION
Notes to Financial Statements

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Major Repairs/Replacement

The Association has elected to expense all significant repairs and maintenance and the replacement of certain assets for the year ending December 31, 2012.

The Association has not conducted a formal reserve study to determine the remaining useful lives of the components of the common property and estimates of the costs of major repairs and replacements that may be required in the future. Actual expenditures may vary from the estimated funding amounts determined by the Board of Directors, and variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet future needs. If additional funds are needed, however, the Association may increase regular assessments, levy special assessments or delay major repairs and replacements until funds are available.

URS Southwest, Inc.
2801 W. Osborn Road
Phoenix Joint Division Office
Phoenix, AZ. 85017
Phone: (602) 523-3300 * Fax: (602) 523-3389



January 17, 2012

Dear **Avenide Siete Oeste** Residents,

Please be advised the **Avenide Siete Oeste** Community is now contracted with All Valley Impound to ensure your community parking rules are enforced. We are certain from time to time you have seen vehicles parked in the community that you have wished Property Management would do something about. As you are aware, there are certain parking conditions that are not permitted under your lease and/or Community Rules and Regulations (CC&R's) and are considered parking violations. Effective immediately the following parking violations will be subject to immediate towing/impound.

IMMEDIATE TOW VIOLATIONS

- Parking (for any length of time) in a **Fire Lanes and No Parking Areas**
- Parking (for any length of time) in a **Handicap Space without a Permit / Plate**
- Parking in Front of **Dumpsters**
- **Trailers** parked on property at any time
- **Motor homes / RV** parked on property at any time
- **Simi Tractors and/or Trailers** parked on property at any time
- **Boats and/or Trailers** parked on property at any time

WARNING STICKER VIOLATIONS (towed within 24-36 hours if not corrected)

- **Inoperable/Derelict or "project"** vehicles that do not run or move
- License plate tags expired by **more than 30 days**
- Expired **"temporary" tags / registration**
- **Flat tires**

Please be aware that if your vehicle is found to be in violation of any other community parking rules a warning sticker will be placed on the windshield, rear or drivers side window. This is your opportunity to correct the violation. You should immediately contact Property Management if the violation cannot be corrected immediately or if you have special circumstances that may be considered. If the violation remains uncorrected and All Valley Impound has not been specifically instructed by Property Management to NOT tow/impound your vehicle, it is subject to tow and impound within 24 hours. Photographs of the violation and condition of each vehicle are taken prior to towing from the community. If your vehicle is impounded please call **602-278-1600** for location and charges to redeem your vehicle. The **City of Phoenix** has set the private property impound rates for towing a light duty vehicle from the property at **\$105.00** impound fee, **\$12.00** daily storage and a drop fee of **\$40.00**.

As community residents, we ask that you be courteous, respectful and considerate of others and observe the **Avenide Siete Oeste** parking rules and regulations.
Thank you for your cooperation.



INSURANCE

INFO



FARMERS

Patrick Makowski

Insurance Agency
15820 N. 35th Ave.
Phoenix, AZ 85053
Bus: 602-439-5990
Fax: 602-843-7754
pmakowski@farmersagent.com

February 4, 2014

Jack Liebert
3612 W Dunlap # K
Phoenix,, AZ 85051

Dear Unit Owner,

Important Insurance Information Regarding Your Condominium.

I, like to inform you that the insurance policy for Avenida Siete Oeste has been renewed as of 02/22/2014, with Farmers Insurance. I am looking forward to servicing your Association account for another year.

The Master Insurance Policy, provides insurance coverage for the Associations buildings, commonly owned property and Liability coverage for the common areas. Because this policy only provides minimal coverage for the interior of your home, **I strongly suggest that you contact your personal insurance agent to be sure that your Personal Contents Policy provides the additional coverage necessary for your home.**

The Association Policy provides No Coverage for the following:

- 1. Carpeting or floor coverings of any kind; i.e. no coverage will be provided for wall-to-wall carpeting, tile, vinyl sheet goods, wood flooring ect. Coverage will stop at the upper edge of the sub-flooring.**
- 2. Wall coverings of any kind; no coverage will be provided for wallpaper, paneling, permanently mounted decorative mirrors, ect. In the event of a loss, Farmers will repair/replace the damaged drywall**
- 3. Farmers will Also not covered, Cabinetry, built in appliances, electrical, plumbing and attached fixtures within the individual units.**

While each owner and their insurance agent must determine the actual amount of additional coverage required, it is recommended that a minimum for \$10,000 to \$20,000 of additional structural coverage be added to each unit owners Contents Policy. **This coverage must be additional " structures coverage". Not additional personal property coverage.**

Remember that the Association policy carries a \$2500 deductible that is applicable to all structural losses. The Avenida Siete Oeste Board has informed me that the unit owner is responsible for the deductible. If there are any questions, please feel free to contact my office at **602-439-5990** or if you prefer, we would be happy to talk to your personal agent

All claims must be submitted through the Property Management office, Claims which involve your personal property, furniture, clothing ect. Must be placed with your Personal Insurance Carrier.

Sincerely

Pat Makowski, Your Farmers Agent

Common Policy Declarations

MID-CENTURY INSURANCE COMPANY
(A STOCK COMPANY)
Members Of The Farmers Insurance Group Of Companies
Home Office: 4680 Wilshire Blvd., Los Angeles, California 90010

CONDOMINIUM - PREMIER

1.	Named :	AVENIDA SIETE OESTE HOA	NK07554	
	Insured :		Acct. No.	Prod. Count
	Mailing :	8686 N CENTRAL AVE STE 206	88-18-374	60056-94-21
	Address :	PHOENIX AZ 85020-3155	Agent No.	Policy Number

The named insured is an individual unless otherwise stated:

☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Organization (Any other)

Type of Business CONDOMINIUM

2. Policy Period from 02/22/14 (not prior to time applied for) to 02/22/15 12:01 a.m. Standard Time

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

This Policy Consists Of The Following Coverage Parts Listed Below And For Which A Premium Is Indicated. This Premium May Be Subject To Change.

	Premium After Applicable Discount and Modification
CONDOMINIUMS OWNERS POLICY	\$13,072.00
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART	\$388.00
CYBER LIABILITY AND DATA BREACH COVERAGE	\$35.00
CERTIFIED ACTS OF TERRORISM - SEE DISCLOSURE ENDORSEMENT	INCLUDED
Total *see Additional Fee Information below	See Invoice Attached



FARMERS
INSURANCE

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.



FARMERS
INSURANCE

J6300
2nd Edition

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts)	\$	134.00
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Additional information, if any, concerning the terrorism premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

MID-CENTURY INSURANCE COMPANY

Members Of The Farmers Insurance Group Of Companies
Home Office: 4680 Wilshire Blvd., Los Angeles, California 90010

Policy Declarations

1. **CONDOMINIUM - PREMIER**
 Named : AVENIDA SIETE OESTE HOA NK07554
 Insured : Acct. No. Prod. Count
 Mailing : 8686 N CENTRAL AVE STE 206
 Address : PHOENIX AZ 85020-3155 88-18-374 60056-94-21
Agent No. Policy Number

The named insured is an individual unless otherwise stated:

☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Organization (Any other)

Type of Business CONDOMINIUM

2. Policy Period from 02/22/14 (not prior to time applied for) to 02/22/15 12:01 a.m. Standard Time
 If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

001 6540 N 7TH AVE PHOENIX AZ 850131100

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

Property	
Coverages And Limits Of Insurance	
COVERAGES	PREMISE NO. 001
BUILDINGS	\$4,675,400
BUILDING ORDINANCE AND LAW	COV 1 COVERED
	COV 2 \$265,000
	COV 3 \$265,000
SPECIFIED PROPERTY	\$26,000
ASSOCIATION FEE AND	\$100,000
EXTRA EXPENSE	
AUTOMATIC BUILDING INCREASE	8%
PROPERTY DEDUCTIBLE	\$2,500
Additional Coverages	
Coverage	All Premises
MASTER KEY	\$100/\$10,000
NON-OWNED AUTO LIABILITY	\$2,000,000



FARMERS
INSURANCE

Policy Number: 60056-94-21

Effective Date: 02/22/14

Policy Forms and Endorsements attached at inception:

Number	Title
E3316-ED2	ADDL INSD-MGR OR LESSOR OF PREM-CONDO
25-2110	WORK COMP EXCLUSION
E3024-ED3	CONDOMINIUM COMMON CONDITIONS
E3314-ED3	CONDOMINIUM LIABILITY COVG FORM
E3422-ED3	CONDOMINIUM PROPERTY COVG FORM
E3015-ED2	CALCULATION OF PREMIUM
E0125-ED1	LEAD POISONING & CONTAMINATION EXCL
E0147-ED1	WAR LIABILITY EXCLUSION
E0104-ED1	BUSINESS LIAB COV-TENANTS LIAB
E4009-ED4	MOLD & MICROORGANISM EXCLUSION
E0051-ED2	ASBESTOS & SILICA EXCLUSION END
E3037-ED1	NO COVG-CERTAIN COMPUTER RELATED LOSSES
E2038-ED2	CONDITIONAL EXCLUSION OF TERRORISM
J6316-ED1	EXCL OF LOSS DUE TO VIRUS OR BACT
56-5166ED5	ADDITIONAL CONDITIONS
S8852-ED1	LIMITED TERRORISM EXCLUSION
J6300-ED2	DISCL OF PREM-CERT ACTS OF TERROR
J6347-ED1	EXCL-VIOLATION OF STATUTES
J6350-ED1	EMPLOYEE DISHONESTY-PROPERTY MG
E3331-ED3	LIMIT OF COVG TO DESIG PREM OR PROJ
J6353-ED1	CHANGE OF LIMITS OF INSURANCE
J6739-ED1	TWO OR MORE COVERAGES FORM
25-2614ED3	INVESTIGATIVE PRACTICES
J6829-ED1	LTD COVG FOR FUNGI, WET/DRY ROT
J6849-ED1	DEDUCTIBLE PROVISIONS
J6833-ED2	CONDOMINIUM PREMIER PACKAGE END
S8840-ED4	ARIZONA CHANGES
E6288-ED3	EXCL-BUILDING CONVERSION
E3336-ED2	HIRED & NON-OWNED AUTO LIAB
E0124-ED1	MECHANICAL BREAKDOWN COVG END
E9122-ED6	D & O LIAB COVG FORM
S8855-ED1	ARIZONA AMENDATORY ENDORSEMENT
56-5931	CYBER LIABILITY DEC
J6610-ED1	CYBER LIABILITY & DATA BREACH

Countersigned _____ By _____
(Date) (Authorized Representative)

COVENANTS,
CONDITIONS
AND
RESTRICTIONS

RECORDED, RETURN TO:
Arizona Title Insurance & Trust Co.
111 West Monroe, Phoenix
ATTENTION: W. E. Fyke

DET 8885 PAGE 200

TRUST 3239

215204

DECLARATION 02-R MISC.

of

COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, owner of that certain real property situated in the State of Arizona, County of Maricopa, known as Avenida Siete, more specifically described as follows:

That part of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 2 North, Range 3 East, described as follows:

BEGINNING at a point in the East line of said Section 7, said point being 659.04 feet North 1 degree, 12 minutes West of the East 1/4 corner of said Section 7; thence West 445.5 feet to a point which lies 159.18 feet East of the Northeast corner of Lot 16 of Maryland Manor, Plat two, MB 33/25, thence South parallel with the East line of said Section 7, 253.88 feet to the Northwest corner of property described in Agreement 8204/368; thence East 136.32 feet to the Northeast corner of property described in Agreement recorded in 8204/368; thence South parallel to the East line of said Section 7 140.92 feet to a point; thence East 309.18 feet to a point in the East line of said section 7 and the Northeast corner of property described in Agreement recorded in 9137/322; thence North one degree, 12 minutes West along said East line 394.80 feet to the point of beginning.

EXCEPTING therefrom the East 40 feet thereof as conveyed to the City of Phoenix, a municipal corporation by instruments recorded in Dockets 7280/509, 7381/534, 7795/581 and in Book 125 deeds, Page 259,

hereby covenants, agrees and declares that all of said property and apartment units thereon are and will be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are hereby declared to be for the benefit of all of the property herein, and the owners thereof, their heirs, successors, grantees and assigns. This Declaration, together with the Plat heretofore recorded in Book 153 of Maps, Page 8, and the Declaration of Horizontal Regime, heretofore recorded in Docket 9685, Page 196, establishes a plan for the individual ownership of real property estates consisting of an area of cubic space and the improvements contained therein,

together with an undivided 1/50th interest in the real property described above and all of the remaining property which is herein-after defined and referred to as the "common elements." Said instruments establish and impose a plan of condominium ownership for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions, and restrictions upon said land and upon any and all apartment units constructed thereon, and upon the use, occupancy and enjoyment thereof. Every conveyance of any of said apartment units, or property or portion thereof shall be and is subject to the said covenants, conditions and restrictions, as follows:

1. Definitions:

- (a) The terms "Apartment Unit," "Apartment," "Patio," "Laundry Room," "Parking Space" and "Common Elements" shall have the definition which is given to them in the Plat and Declaration of Horizontal Property Regime as recorded in Book 153 of Maps, at page 8 thereof, and Docket 9635 at page 196 respectively in the office of the County Recorder of Maricopa County, Arizona.
- (b) An "Owner" is any person or entity who owns an Apartment Unit.
- (c) "Association" means Avenida Siete and its successors and is comprised of all the owners of apartment units.
- (d) The "Builder" shall refer to Blankenship Builders, Inc., and/or its assigns or successors in interest.
- (e) The "Developer" shall refer to Blankenship Builders, Inc., and/or its successors in interest or assigns.
- (f) "Majority of Owners" means the owners of more than one-half (1/2) of the apartment units.

(g) "Common Expenses" shall include: (1) all expenses of administration, of maintenance, operation, management, repairs or replacement of the common elements and of the portion of the apartment units required to be maintained by the Association; (2) all expenses declared to be common expenses by provisions of this Declaration or By-Laws; (3) all taxes assessed against the common elements; and (4) any valid charge against the Horizontal Property Regime as a whole, which may include a proration of the water used by the individual apartment units in the event common water meters are used.

2. Use Restrictions: The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists.

2.1 Apartment Units. Each of the apartment units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first amending this Declaration to show the changes in the apartments to be affected thereby.

2.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

2.3 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard

allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

2.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

2.5 Leasing. Entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented, except as a part of an apartment and no transient tenants may be accommodated.

2.6 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 26 votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

2.7 The following items shall not be permitted on the property:

- (a) Clotheslines
- (b) No outside visible antennas of any type.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

2.8 No advertising signs (except one of not more than five square feet "For Rent" or "For Sale" sign per apartment) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any apartment or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the premises. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Builder, the Developer or their agents and assigns during the construction and sale period.

2.9 Any and all boats and campers mounted on trucks shall be kept covered and in the parking spaces and are specifically restricted from parking on the streets and common elements. Trailers and trucks in excess of 3/4 ton shall be completely prohibited from parking, standing or being kept within the confines of the Horizontal Property Regime, including the parking spaces.

2.10 All equipment of any kind, woodpiles, storage piles, trunks, boxes or any other items of a similar nature shall be kept in the laundry room or apartment and shall not be permitted to remain on the patio or in the common elements. All garbage and/or trash shall be kept in the receptacles provided for it and all such receptacles shall be kept in the receptacle area provided for them. No rubbish, trash or garbage shall be permitted to be kept in the

patio area or on the common elements except in the area provided for the same by the Builder and/or Developer.

2.11 No planting or gardening shall be done outside the area of the patio and no fences, hedges or walls shall be erected or maintained upon said premises, outside the area of the patios, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or its designated representative. The individual apartment unit owner shall have the right to do whatever gardening or planting he desires within his patio and to put other structures within his patio, except that no planting shall be done which would constitute a hedge higher than the patio fences nor shall any plant or structure be permitted within the patio which will materially harm the exterior design of the entire condominium project. Except for the right of ingress and egress and except for the intended use of the common area facilities by the Apartment Unit owners, the owners of Apartment Units are hereby prohibited and restricted from using any land or airspace outside of their apartment units except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of Apartment Units of Avenida Siete and is necessary for the protection of said owners.

2.12 Any wall which separates one apartment from another shall not be used by an owner of the Apartment Unit for the purpose of attaching anything to said wall which is recreational or which produces noise or sound in any way whatsoever nor shall any owner be permitted to penetrate any said wall in excess of two (2) inches from the exterior of said wall.

2.13 Proviso. Provided, however, that until Developer has completed and sold all of the Apartment Units of the condominium, neither the Apartment Unit Owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartment units. Developer and BUilder may make such use of the unsold units and common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of property and the display of signs.

3. Maintenance, Management, Alteration and Improvement. Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

3.1 Apartment Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of the perimeter walls of an apartment, which walls shall include the outside walls of the apartment, the patio fences (except for the interior surfaces of the fences) and all fixtures (except the air-conditioning and heating unit which is the apartment owner's responsibility) on the exterior thereof, and the boundary walls of the apartments; all portions of the floors and ceilings including those which separate the lower floor from the second floor; all portions of the load bearing columns and load bearing walls, ~~and the roof and~~ beams thereof, except that it shall not include any interior surfaces of the said walls, floors, ceilings and/or load bearing columns of the apartment, which

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said interior surfaces shall be the responsibility of the apartment owner.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; except that all said conduits, ducts, plumbing, wiring and other facilities which provide service solely to one apartment unit shall be the responsibility of the owner of said apartment unit at said owner's sole expense.

(3) All incidental damage caused to an apartment unit by such work shall be promptly repaired at the expense of the Association.

(b) By the apartment unit owner. The responsibility of the apartment unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without unreasonably disturbing the rights of other apartment unit owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment unit building, including the exterior lighting, and the exterior of the patio fences.

(3) It shall be the responsibility of the Apartment Unit Owner to maintain the area within the patio including all yard work and gardening required within the patio area.

(4) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(5)-(H&B; AMENDMENT II - ATTACHED.)
(c) Alteration and Improvement. Except as else-

where reserved to Developer, neither an Apartment Unit Owner nor the Association shall make any alterations in the portions of an apartment unit or an apartment unit building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment unit building, or impair any easement, without first obtaining approval in writing of owners of all other apartment units and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

3.2 Common Elements.

(a) By the Association. The maintenance, management and operation of the common elements shall be the responsibility and the expense of the Association.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of common elements without prior approval in writing by the record owners of all of the apartment units; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than 26 apartment units and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. The amount of any cost not so assessed shall be assessed to

the approving apartment unit owners in equal amounts. All apartment unit owners shall own a full one-fiftieth (1/50th) interest in the common elements which are altered or further improved, whether or not the apartment unit owner contributes to the cost thereof.

4. Assessments. The making and collection of assessments against apartment unit owners for common expenses shall be as follows, and each apartment unit owner, for himself, his heirs, successors and assigns, covenants that each apartment unit shall be subject to an assessment in the amount to be determined in the following manner:

4.1 Such apartment unit's prorata share of all common expenses.

4.2 Such apartment unit's prorata share of such sum as the Board of Directors of the Association shall determine to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein, including fire, liability and other hazard insurance premiums.

4.3 Such apartment unit's prorata share of such additional sums as the Board of Directors of the Association shall determine to be necessary to meet the primary purposes of the Association.

4.4 Each apartment unit's prorata share shall be 1/50th of the total amount determined under sub-paragraphs 4.1, 4.2 and 4.3 above.

4.5 The amount to be prorated among the owners of the apartment units pursuant to paragraphs 4.1, 4.2, 4.3 and 4.4 above shall be established annually by the Board of Directors of the Association. Said amount shall be comprised of an estimate of the amount which will be required in the future year

and also any amount or sums which were spent in the prior year which were not covered or paid for by the estimated amount for said prior year. At any time during the year, if it appears that the amount so determined by the Board of Directors of the Association is too high or too low, the Board of Directors may increase or decrease the said annual assessment and also the amount prorated to each apartment unit and also the monthly amount to be paid by the Apartment Unit Owner.

At the time of the first conveyance of each apartment unit, and from time to time thereafter, at least annually, the Board of Directors, or its designated representative, shall notify the owners of the apartment units of the amount of the annual assessment, the amount to be prorated to each apartment unit, and the monthly amount which each apartment unit owner shall pay, which monthly amount shall be paid by the apartment unit owner, in advance, once a month, until there has been a change in the amount in the manner outlined above. The said monthly amount shall be paid to the Board of Directors or to any agent appointed by the Board of Directors to collect said payments, which agent may be the holder of the mortgage on the apartment unit.

Each apartment unit owner, for himself, his heirs, successors, grantees and assigns, covenants that with respect to charges so determined during the period that he is an owner, he will pay these charges directly to the party or parties as directed by the Association's Board of Directors.

Each apartment unit owner further agrees that these charges if not paid within ten (10) days after the first day

of each month shall become a lien upon said owner's apartment unit and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgage.

Each apartment unit owner, by his acceptance of a deed to an apartment unit hereby expressly vests in the Association or its agents, the right and power to bring all action against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage of real property, and such owner hereby expressly grants to the Association a power of sale in connection with said line. In addition, the Association may make a reasonable assessment as a "late charge" and may make payments on any prior lien, including any mortgage or taxes on the apartment unit, and such payments shall be added to the lien in favor of the Association. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other apartment unit owners. The Association, acting on behalf of the apartment unit owners, shall have the power to bid in such a foreclosure sale and to acquire and hold, lease, mortgage and convey the property so purchased.

No owner of an apartment unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his apartment unit.

4.6 All sums due to the Association shall carry interest at the rate of eight (8%) percent per annum from the

due date until paid. All payments on account shall be first applied to any late charge, then to interest and then to the assessment payment first due.

5. Association. The operation of the condominium shall be by an unincorporated association which shall be organized and shall fulfill its functions pursuant to the following provisions.

5.1 Name. The name of the Association shall be AVENIDA SIETE.

5.2 Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by this Declaration and the By-Laws, and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the By-Laws and as they may be amended from time to time. Provided, however, that the power of the Association to purchase an Apartment Unit of the condominium shall be limited to purchase at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provisions shall not be changed without unanimous approval of the members and the join-der of all record owners of mortgages upon the condominium.

5.3 Members.

(a) Qualification. The members of the Association shall consist of all of the record owners of apartment units.

(b) Change of membership. Change of membership in the Association shall be established by recording in the records of Maricopa County Recorder's Office, a deed or other instrument establishing a record title to an apartment unit in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby

becoming a member of the Association. The membership of the prior owner shall thereby be terminated.

(c) Until such time as the Developer sells fifty (50) Apartment Units, or at such sooner time as the Developer in its sole discretion, may determine and decide to relinquish control of the Association to the other Apartment Unit owners by giving said owners written notice of the Developer's relinquishment of control (which event shall be referred to as the "Transfer of Control Date") for the purpose of voting, there shall be two classes of membership as follows:

CLASS A Class "A" members shall be all owners of Apartment Units with the exception of the Developer. A Class "A" member shall not have the right to vote until the "Transfer of Control Date." Thereafter, each Class "A" member shall be entitled to one vote for each Apartment Unit owned.

CLASS B Class "B" member shall be the Developer. The Class "B" member shall be entitled to one vote for each Apartment Unit owned by it. For this purpose, an Apartment Unit shall mean each Apartment Unit depicted on the Plat recorded in Book 153, page 8, records of Maricopa County Recorder's Office, even though no construction of the surrounding walls, roof or other structure has yet been commenced or completed. For the purposes of these Declarations, all Apartment Units owned by a Trust of which Developer is a beneficiary shall be deemed to be owned by Developer.

(d) Designation of Voting Representative. If an apartment unit is owned by one person his right to

vote shall be established by the record title to his apartment unit. If an apartment unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment unit shall be designated by a certificate signed by all of the record owners of the apartment unit and filed with the secretary of the Association. If an apartment unit is owned by a corporation, the person entitled to cast the vote for the apartment unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment unit concerned. A certificate designating the person entitled to cast the vote of the apartment unit may be revoked by any owner thereof.

(e) Approval or disapproval of matters. Whenever the decision of an apartment unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

(f) Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment unit.

5.4 Board of Directors. The affairs of the Association shall be conducted by a Board of five (5) Directors who shall be designated in the manner provided in the By-Laws, and who need not be members of the Association.

5.5 Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

5.6 Limitation upon Liability of Association and Association Members. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association or any of its Members shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or by the elements or other persons or owners.

5.7 Property in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members of the Association in accordance with the provisions hereof and the By-Laws.

5.8 In the event any apartment unit owner shall be in arrears in the payment of any amounts due under any of the provisions of this Declaration for a period of ten (10) days, or shall be in default in the performance of any of the terms of this Declaration for a period of ten (10) days, said apartment unit owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

6. Insurance:

6.1 Authority to purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment unit owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsement to the mortgagees of apartment unit owners. Such policies and endorsements thereon shall be deposited with the Association. Apartment unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, and the apartment unit owner may also obtain casualty insurance on the portion of the apartment building which surrounds his cubic space apartment such as the walls, roof, floor, ceilings, etc.

6.2 Coverage:

(a) Casualty. All buildings and improvements

upon the land (including such interior walls as were originally constructed) and all personal property included in the common elements shall be insured by the Association in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings on the land, including, but not limited to vandalism and malicious mischief.

(b) Public liability in a minimum amount of \$500,000.00 and in such higher amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment unit owners as a group to an apartment unit owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(e) The said insurance policy purchased by the Association shall, to the extent possible, contain the following provisions:

(1) That the coverage afforded by said policy shall not be brought into contribution or proration with any insurance which may be purchased by apartment unit owners or their mortgagees;

(2) That the conduct of any one or more apartment unit owner shall not constitute grounds for avoiding liability on said policy.

(3) That any "no other insurance" clause should exclude insurance purchased by apartment unit owners or their mortgagees;

(4) That there shall be no subrogation with respect to the Association, its employees, apartment unit owners and members of their household or it should name said persons as additional insureds.

6.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

6.4 Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. Notwithstanding anything herein to the contrary, including any provision for a mortgagee, the Association shall hold all insurance proceeds collected by it in

trust for rebuilding the damaged common elements and apartment unit buildings. The Association or its agents shall have exclusive authority to negotiate with the insurance carrier and to adjust losses, make settlements and give releases to the insurance carrier and to collect monies from the insurance carrier.

6.5 It shall be the individual responsibility of each owner to provide, as he sees fit, homeowners liability insurance, theft or other insurance covering personal property damage and loss.

6.6 In the event of damage or destruction to the property by fire or other casualty, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or other financial institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least 1/3 of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against the apartment unit owners whose apartment unit building was damaged to make up any such deficiency. The

proportion of said deficiency which shall be assessed against each said damaged apartment unit shall be in the same proportion that the cost of repair of each said apartment unit bore to the total cost of repairs required to be made to the apartment building which was damaged. Provided, however, that the special assessment shall be levied equally against all apartment unit owners to make up any deficiency for repair or rebuilding of the common elements not a physical part of an apartment unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the owners and mortgagees of all apartment units. Such payments shall be made to all such owners and their mortgagees in proportion to their undivided interest in the common elements.

6.7 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners pursuant to the provisions of Paragraph 6.6.

6.8 All said special assessments shall be paid within sixty (60) days from the date of levy and may be enforced by foreclosure in the same manner as is specified in Paragraph 4.5.

6.9 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building, by the owners of all damaged property therein, which approvals shall not be unreasonably withheld.

6.10 Responsibility. As to damage which is only to those parts of an apartment unit for which the responsibility of maintenance and repair is that of the apartment unit owner, then the apartment unit owner at his own expense shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association; provided, however, that the interior walls of the apartment unit which were originally built in said apartment shall be restored by the Association, provided the particular loss is covered by the insurance provided by the Association.

7. Management Agreement. Each owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all management agreements shall be available to each owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of three-quarters (3/4) of the members of the Association.

8. The common elements shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the common elements.

9. The responsibility and expense for maintenance of electricity, plumbing and other utilities which provide service solely to an individual apartment unit shall remain with the owner of said apartment unit as is set forth in Paragraph 3.1(a)(2) hereof.

10. Each apartment unit shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement

for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of apartments agree that minor encroachments of parts of the adjacent apartment units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

11. There is hereby created a blanket easement upon, across, over and under the above described property for reasonable ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary equipment on said property and to affix and maintain the electrical and/or telephone wires, conduits and circuits on, above, across and under the common elements, including the apartment unit buildings. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Builder of the condominium or thereafter approved by said Builder or the Association's Board of Directors. This easement shall in no way affect any other recorded easement on said premises.

12. (a) The covenants, restrictions, reservations and conditions and easements contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, sub-leasing or occupying any apartment unit, their heirs, successors, executors, administrators, grantees and assigns. After the date on which this instrument has

been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or its Board of Directors, which shall have the right and duty to enforce the same and expend Association moneys in pursuance thereof, and also may be enforced by the owner of any apartment unit or any one or more of said parties. An action to abate the breach of any of the said covenants, restrictions, reservations and conditions may be brought against any apartment unit owner even though said breach was in existence at the time the owner acquired an interest in or title to said apartment unit. All charges against an apartment unit made by the Association pursuant to any of the provisions hereof shall constitute a lien upon the said apartment unit and all purchasers shall take title to said apartment unit subject to any said liens which have accrued prior to the date of purchase, except as to purchasers who have acquired title through foreclosure of a first mortgage and the subsequent Sheriff's sale (or through any equivalent proceedings such as, but not limited to the taking of a deed in lieu of foreclosure), and except as to the successors in interest to said purchasers, and as to those purchasers, and their successors in interest, they shall take title pursuant to the provisions of Paragraphs 12(b)(1)(2) and (3).

(b) Notwithstanding and prevailing over any other provisions of this Declaration, of the Association's By-Laws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each holder of a first mortgage upon an apartment unit (called the first mortgagee):

(1) An action to abate the breach of any of the covenants, restrictions, reservations and conditions may be brought against the purchasers who have acquired title through foreclosure of a first mortgage and the subsequent Sheriff's sale (or through any equivalent proceedings), and the successors in interest to said purchasers, even though the breach existed prior to the time said purchaser acquired an interest in the said apartment unit.

(2) During the pendency of any proceedings to foreclose the first mortgage, including any period of redemption, the first mortgagee (or any receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the owner of the apartment unit, including but not limited to the right to vote as a member of the Association to the exclusion of the owner's exercise of such rights and privileges.

(3) The first mortgagee, or any other party acquiring title to a mortgaged apartment unit through foreclosure suit of the first mortgage or through any equivalent proceedings such as, but not limited to, the taking of a deed in lieu of foreclosure, and the successors in interest to said purchasers, shall acquire title to the mortgaged apartment unit free and clear of any lien authorized by or arising out of any of the provisions of this Declaration which secures the payment of any assessment for charges accrued prior to the final conclusion of any such foreclosure

suit or equivalent proceedings, including the expiration date of any period of redemption, except as follows: Any such unpaid assessment against the apartment unit foreclosed which may be treated as an expense common to all of the apartment units, which expense may be collected by a pro rata assessment of one-fiftieth (1/50th) of the total amount against each of the apartment units, including the apartment unit foreclosed against, and which pro rata assessment may be enforced as a lien against each apartment unit in the manner provided for other assessments authorized in this Declaration. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner of the respective apartment unit to the Association, and the Board of Directors may use reasonable efforts to collect the same from the owner even after he is no longer a member of the Association. There shall be a lien upon the interest of the first mortgagee or other party which acquires title to a mortgage unit by foreclosure suit of said first mortgage, or by equivalent procedures, for all assessments authorized by this Declaration which accrue and are assessed after the date the acquirer has acquired title to the apartment unit free and clear of any right of redemption.

13. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners.

14. Compliance and Default. Each apartment unit owner shall be governed by and shall comply with the terms of the Declaration of Horizontal Regime, this Declaration of Restrictions, and the By-Laws and Regulations adopted pursuant thereto, and said Documents and Regulations as they may be amended from time to time. Failure of an apartment unit owner to comply therewith shall entitle the Association or other apartment unit owners to the following relief in addition to the remedies provided by the Horizontal Regime Act of the State of Arizona.

14.1 Negligence. An apartment unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment unit or its appurtenances or the common elements.

14.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment unit owner to comply with the terms of the Declaration, By-Laws and Regulations adopted pursuant thereto, and said Documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

14.3 No waiver of Rights. The failure of the Association or any apartment unit owner to enforce any covenant, restriction or other provision of the Horizontal Regime, this

Declaration, the By-Laws, or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

15. Termination.

15.1 Since any damage, either partial or total, to an apartment unit will materially affect the value of all the other undamaged apartment units, even though they are completely free of any physical damage and are completely habitable, it shall be mandatory that all damage done to an apartment unit shall be repaired and/or the apartment unit rebuilt and reconstructed pursuant to the provisions of Paragraphs 6 through 6.10 hereof.

15.2 The Horizontal Property Regime may be terminated by agreement of all of the owners and holders of mortgages and encumbrances pursuant to the provisions of A.R.S. 33-556.

15.3 Shares of owners after termination. After termination of the condominium, the apartment unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and lienors shall have mortgages and liens upon the respective undivided shares of the apartment units owners. Such undivided shares of the apartment unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartment units prior to the termination.

15.4 Amendment. This section concerning termination cannot be amended without consent of all apartment unit owners and of all owners of mortgages on all apartment units.

16. These Declarations of Covenants, Conditions and Restrictions, unless specifically prohibited elsewhere herein as to particular provisions, may be amended by a majority vote of the members of the Association then eligible to vote.

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

18. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentences or sentence, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provisions or provision shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving of Rudolph Mariscal, Phillip Weeks and their respective wives and children who shall be living at the time this instrument is executed, whichever is the later.

DATED this 15th day of August, 1972.

ARIZONA TITLE INSURANCE AND TRUST
COMPANY, an Arizona corporation,
as Trustee

By Stanley Smith
Ass't Vice-President

By W. E. Felt
Ass't Trust Officer

THE FIRST AMERICAN FINANCIAL CORPORATION, A California Corporation, as Mortgagee

By [Signature]
Assistant Vice President

By //////////

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS, the 15th day of August 1972, before me, the undersigned Notary Public, personally appeared STANLEY MATHISEN and W. E. FYKE

who acknowledged that they were the Assistant Vice-President and Assistant Trust Officer of ARIZONA TITLE INSURANCE AND TRUST COMPANY, An Arizona Corporation, as Trustee, and that they as such officers, being so authorized, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as such officers.
as Trustee

WITNESS, my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
July 30, 1975

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 15th day of August, 1972, before me, the undersigned Notary Public, personally appeared G. N. CHANCE

who acknowledged that he is the Assistant Vice-President ~~and Assistant Secretary~~ of THE FIRST AMERICAN FINANCIAL CORPORATION, A California Corporation, as Mortgagee, and that he as such officer, being so authorized, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by himself as such officer.

WITNESS, my hand and official seal.

[Signature]
Notary Public

my commission expires:

July 30, 1975

I hereby certify that this instrument was filed and recorded at request of ARIZONA TITLE

AUG 17 1972-12 10

in Book 9635

on page 200-229

Witness seal the Paul H. H.

By [Signature]

14.50

DX 13024 PG 138
241847 ✓

AMENDMENTS I AND II

MOD RSTR

TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

AVENIDA SIETE HOMEOWNERS ASSOCIATION I AND II



As recorded in the State of Arizona, County of Maricopa,
Docket #9635, pages 200 through 229 on August 12, 1972.

AMENDMENT I

In accordance with Section 16, as documented in the records of
the secretary of the association, Section 3.1 (a) (1) is hereby
amended to delete "and the roof and", to read "all portions
of the load bearing columns and load bearing walls,
thereof,...".



AMENDMENT II

Add 3.1 (b) (5). It shall be the responsibility of the apart-
ment unit owner to maintain the roof and/or roofing of his
own apartment unit at said owner's sole expense. Should
failure to properly execute said responsibility result in
structural or any other damage, then the expense for such
damage shall be at the sole expense of said apartment unit
owner as specified in Section 14.1.

Edd Keen
Edd Keen, President
Avenida Siete Homeowners Association

Subscribed and sworn to before me this 12th day of

July, 1978, by Edd Keen
William J. Donfield
Notary Public

My Commission Expires:

9-4-79

I do hereby certify that the within named instrument was recorded at request of		ARIZONA TITLE
JUL 13 1978-4 00	Docket 13024 Page 138	Records of Maricopa Co., Arizona
WITNESS my hand and official seal the day and year above said		Deputy
EILL HENRY, Maricopa County Recorder, Sr. <u>[Signature]</u>		

302

SEP 13 1978 2:38
211847

AMENDMENTS I AND II

TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

AVENIDA SIETE HOMEOWNERS ASSOCIATION I AND II



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owner as specified in Section 14.1.

Edd Keen, President
Avenida Siete Homeowners Association

Subscribed and sworn to before me this 12th day of

July, 1978, by Edd Keen

Notary Public

My Commission Expires:

9-4-79

JUL 13 1978 - 4 00		13024 138		ARIZONA TITLE	
JUL 13 1978 - 4 00		13024 138		Records of Maricopa County	
BILL HENRY, Maricopa County Recorder, S.		Deputy		302	

WHEN RECORDED MAIL TO:
AVENIDA SIETE ASSOCIATION
6540 North 7th Avenue Box 51
PHOENIX, ARIZONA 85013

DKT 13024 PG 138
241847 ✓

AMENDMENTS I AND II

MOD RSTR

TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

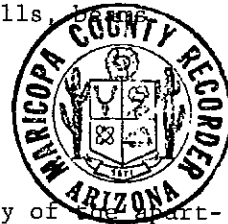
AVENIDA SIETE HOMEOWNERS ASSOCIATION I AND II



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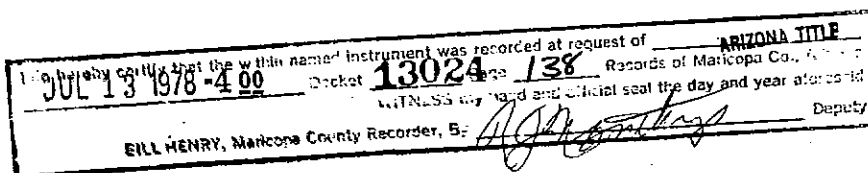
Edd Keen
Edd Keen, President
Avenida Siete Homeowners Association

Subscribed and sworn to before me this 12th day of

July, 1978, by Edd Keen
William J. Bonfield
Notary Public

My Commission Expires:

9-4-79



302

BY-LAWS

BY-LAWS
of
AVENIDA SIETE

ARTICLE I

NAME AND LOCATION: The name of the Association is AVENIDA SIETE, hereinafter referred to as the "Association." The principal office of the Association shall be located at Phoenix, Arizona, but meetings of members and directors may be held at such places within the County of Maricopa as may be designated by the Board of Directors.

ARTICLE II

DEFINITION

1. All definitions contained in the Declaration of Restrictions recorded in Docket 9635 page 200, and any amendments thereto, and the Plat recorded in Book 153 of Maps, page 8 and the Declaration of Horizontal Regime recorded in Docket 9635 page 196, Office of Maricopa County Recorder, shall be applicable to these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within thirty (30) days from the transfer of control date, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a

copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or after the transfer of control date, upon written request of twenty-five (25%) percent of the members.

Section 4. Quorum. Ten members shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member must vote in person. No proxies shall be accepted.

ARTICLE IV

BOARD OF DIRECTORS. SELECTION. TERM OF OFFICE.

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Until the first annual meeting elects a new Board of Directors, the Board of Directors shall consist of the following persons:

Buck G. Blankenship
Hal Talmadge
Rudolph Mariscal
Marshall A. Lehman
Phillip Weeks

In the event any one of the above named persons resigns or is unable to serve, then the remaining directors shall select a successor.

Section 3. Term of Office. At the first annual meeting of the members and at each annual meeting thereafter, the members shall elect five (5) directors to serve for a term of one year, or until their successors are elected and qualify.

Section 4. Removal. After the transfer of control date, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After the transfer of control date, nomination for election to the Board of Directors shall be made by a Nominating Committee appointed by the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. After the transfer of control date, election to the Board of Directors shall be by a vote taken at the

annual meeting of members. At such election, the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. After the transfer of control date, regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Apartment Unit.

(2) send written notice of each assessment to every Owner subject thereto.

(3) foreclose the lien against any property for which assessments are not paid pursuant to the provisions of the Declaration.

(d) procure and maintain adequate liability and hazard insurance on property specified in the Declaration of Restrictions;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Area to be maintained, and that portion of the Apartment Units and the improvements located thereon as is specified in the Declaration of Restrictions.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments.

Vice-President

(b) A vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors may appoint such committees as is deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to reasonable

inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

Notwithstanding the powers and duties placed upon the Board of Directors and the officers pursuant to other provisions of these By-Laws, the Board of Directors have the right and the authority to enter into management contracts with individuals or corporations providing for the management of the Horizontal Property Regime and providing for the management company to perform all the ministerial duties placed upon the Board of Directors and the officers, including the duties of computing assessments, collecting assessments, maintaining books and records, and maintaining a checking account on behalf of the Association wherein the funds of the Association are kept.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date that the first Apartment Unit is sold.

IN WITNESS WHEREOF, we, being all of the directors of
AVENIDA SIETE, have hereunto set our hands, this 8th day of
August, 1972.

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of AVENIDA
SIETE; and

THAT, the foregoing By-Laws constitute the original By-Laws
of said Association, as duly adopted at a meeting of the Board of
Directors thereof, held on the 8th day of August, 1972.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association, this 8th day of August,
1972.

[Signature]
Secretary

AMENDMENTS TO THE

BYLAWS

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION

ARTICLE III - Section 5. Proxies. At all meetings of members, each member must vote in person or by proxy.

ARTICLE IV - BOARD OF DIRECTORS. SELECTION. TERM OF OFFICE.

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who are members of the Association.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After the transfer of control date, nomination for election to the board of directors shall be made by a Nominating Committee appointed by the Board of Directors. Nominations may be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members only.

IN WITNESS WHEREOF, we, being all of the directors of AVENIDA SIETE OESTE, have hereunto set our hands, this 30 day of October 1997.

Dario Kerner
Marian Lock
Julia H. H.
Melanie Kessinger

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of AVENIDA SIETE OESTE; AND

THAT, the foregoing amendments constitute changes to the original ByLaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30 day of October, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 30 day of October, 1997.

Dary Ann Lefler
Secretary.

ARTICLES
OF
INCORPORATION

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AZ. CORP. COMMISSION
FOR THE STATE OF AZ.
FILED

ARTICLES OF INCORPORATION
OF

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION
(SEVENTH AVENUE WEST HOMEOWNERS ASSOCIATION)

A Nonprofit Corporation

Mar 27 4 52 PM '93

DATE APR 6 1993

TERM _____
DATE _____ TIME _____

251561-3

The undersigned hereby voluntarily set forth the following statements for the purpose of forming a nonprofit corporation under and pursuant to the laws of the State of Arizona and for that purpose hereby adopt these Articles of Incorporation.

1. NAME.

The name of the corporation shall be AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION (SEVENTH AVENUE WEST HOMEOWNERS ASSOCIATION) ("the Association").

2. PURPOSE; CHARACTER OF AFFAIRS.

The specific purpose for which the Association is formed is to serve as the governing body of the residents of, and to provide for maintenance, preservation, and architectural control within, that certain tract of property known as "AVENIDA SIETE," according to the plat recorded in Book 153 of Maps, page 8, records of Maricopa County, Arizona ("the Property"), and to promote the health, safety, and welfare of the residents within the Property, and any additions thereto as may hereafter be brought within the

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jurisdiction of the Association. The Association does not contemplate pecuniary gain or profit to the members thereof.

The Association shall be authorized to take the following action:

a. The Association shall exercise all of the powers and privileges and perform all of the duties and obligations set forth in Arizona Revised Statutes §§ 33-1241 et seq., and that certain Declaration of Covenants, Conditions and Restrictions with respect to the Property ("the CC&R's"), recorded in Docket 9635, page 200, records of Maricopa County, Arizona, as the same may be amended from time to time as therein provided, the CC&R's being incorporated into these Articles of Incorporation as if set forth again in full herein.

b. The Association shall fix, levy, collect, and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the CC&R's and shall pay all expenses or assessments pursuant to the terms of the CC&R's.

c. Subject to the provisions of the CC&R's and Arizona Revised Statutes §§ 33-1241 et seq., the Association shall have the power to acquire, own, hold, improve, build upon, operate, maintain,

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convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

d. Subject to the provisions of the CC&R's and Arizona Revised Statutes §§ 33-1241 et seq., the Association shall have the power to borrow money, and with the assent of eighty percent (80%) of the Association's members (as hereinafter defined), to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

e. The Association shall have the power to dedicate, sell, or transfer all or any part of the Common Elements of the Property (as hereinafter defined) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by eighty percent (80%) of the Association's members, agreeing to such dedication, sale, or transfer; provided, however, that the consent of all of the

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owners of Apartment Units (as hereinafter defined) to which any limited Common Element is allocated shall be required before any dedication, sale, or transfer of such limited Common Element or before such limited Common Element is subjected to a mortgage, deed of trust, or security interest.

f. The Association shall have the power to participate in mergers and consolidations with other non-profit corporations organized for purposes similar to those for which the Association was organized or annex additional residential property and Common Elements, provided that any such merger, consolidation or annexation shall have the assent of eighty percent (80%) of the Association's members.

g. The Association shall have and exercise any and all powers, rights, and privileges which a corporation organized pursuant to Arizona Revised Statutes §§ 10-1002 et seq. may now have or hereafter acquire or exercise.

As used herein, the terms "Common Elements" and "Apartment Unit" shall be as defined in the CC&R's and that certain Declaration of Horizontal Regime, recorded in Docket 9635, page 196, records of Maricopa County, Arizona.

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3. MEMBERSHIP; VOTING RIGHTS.

Every person or entity who is a record owner of a fee or undivided fee interest in any Apartment Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include any person or entity that holds an interest in an Apartment Unit merely as security for the performance of an obligation. Members shall be entitled to one (1) vote for each Apartment Unit owned. The procedures for designation of a voting representative in the case of ownership of an Apartment Unit by more than one person or by a corporation shall be as set forth in the CC&R's. Membership shall be appurtenant to and may not be separated from ownership of any Apartment Unit which is subject to assessment by the Association.

4. INCORPORATORS.

The names and addresses of the incorporators of the Association are:

Quentin E. Aycock
6544 North Seventh Avenue,
No. 18
Phoenix, Arizona 85013

Judy Blanch
6542 North Seventh Avenue,
No. 32
Phoenix, Arizona 85013

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Lisa Cohen
6542 North Seventh Avenue,
No. 26
Phoenix, Arizona 85013

Dick Dolan
6540 North Seventh Avenue,
No. 45
Phoenix, Arizona 85013

George Wisner
6540 North Seventh Avenue,
No. 35
Phoenix, Arizona 85013

5. STATUTORY AGENT.

The name and address of the initial statutory agent of the Association are:

Stephen P. Linzer
3242 North Sixteenth Street
Phoenix, Arizona 85016

The Board of Directors may revoke the appointment of such agent at any time and shall have the power to fill any vacancy.

6. BOARD OF DIRECTORS.

The affairs of the Association shall be managed by a Board of Directors of five (5) members, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The persons who are to serve as members of the Board of Directors until the first annual election of directors, or until their successors are elected and qualify, are:

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Quentin E. Aycock
6544 North Seventh Avenue,
No. 18
Phoenix, Arizona 85013

Judy Blanch
6542 North Seventh Avenue,
No. 32
Phoenix, Arizona 85013

Lisa Cohen
6542 North Seventh Avenue,
No. 26
Phoenix, Arizona 85013

Dick Dolan
6540 North Seventh Avenue,
No. 45
Phoenix, Arizona 85013

George Wisner
6540 North Seventh Avenue,
No. 35
Phoenix, Arizona 85013

At each annual meeting thereof, the Association's members shall elect five (5) directors for a term of one (1) year.

7. FISCAL YEAR.

The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

8. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

The Association shall indemnify any person who incurs expenses by reason of the fact that he or she is or was an officer, director, employee, or agent of the Association. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

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9. LIMITATION OF LIABILITY OF DIRECTORS.

To the full extent permitted by Arizona law, no director shall be liable to the Association or its members for monetary damages for breach of fiduciary duty as a director. No repeal or modification of the foregoing by the Association's members shall adversely affect any right or protection of a director existing at the time of such repeal or modification.

10. DISSOLUTION.

The Association may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the Association's members. Upon the dissolution of the Association, other than incident to a merger or consolidation, no part of the remaining assets of the Association, after discharge of all corporate liabilities, shall inure to the private profit, benefit, or advantage of any current or past member, director, or officer of the Association; all of such remaining assets shall be granted, conveyed, and assigned to any qualified nonprofit corporation, association, trust, or other organization to be used for purposes similar to those for which the Association was created.

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11. CONFLICT WITH CC&R'S AND ARIZONA REVISED STATUTES.

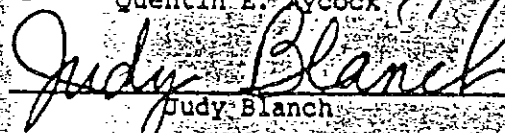
To the extent that these Articles of Incorporation shall be contrary to, inconsistent with, or more permissive than the provisions of the CC&R's or Arizona Revised Statutes §§ 33-1241 et seq. dealing with the same subject, these Articles shall be deemed superseded by the CC&R's and said statutes.

12. AMENDMENTS.

These Articles of Incorporation may be amended at a regular or special meeting of the Association's members, by a vote of a majority of a quorum of members in person or by proxy.

IN WITNESS WHEREOF, we, the undersigned, hereunto execute these Articles of Incorporation this 10th day of May, 1993.


Quentin E. Aycock


Judy Blanch


Lisa Cohen

[SIGNATURE LINES CONTINUED ON
NEXT PAGE.]

7 3 6 0 0 5 0 0 0 1

Dick Dolan

Dick Dolan

George Wisner

George Wisner

7 5 5 0 0 5 0 0 0 1

CONSENT TO ACT AS STATUTORY AGENT

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION
(SEVENTH AVENUE WEST HOMEOWNERS ASSOCIATION)

A Nonprofit Corporation

The undersigned, having been designated to act as Statutory Agent in the Articles of Incorporation of AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION (SEVENTH AVENUE WEST HOMEOWNERS ASSOCIATION), a Nonprofit Corporation, hereby consents to act in such capacity until removal or resignation in accordance with Arizona Revised Statutes.

DATED this 26th day of May, 1993.



Stephen P. Linze
3242 North Sixteenth Street
Phoenix, Arizona 85016

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION OF
AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION**

Pursuant to the provisions of Title 10, Sections 2361 and 2363, Arizona Nonprofit Corporation Act, the undersigned corporation adopts the attached Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is **AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION.**

SECOND: The document attached hereto as Exhibit A sets forth the amendments to the Articles of Incorporation which were adopted at the annual meeting of the Association's members, by a vote of a majority of a quorum of members in person or by proxy, in the manner prescribed by the Arizona Nonprofit Corporation Act.

THIRD: The resolution of the Board of Directors to amend the Articles of Incorporation was duly adopted by Doris Keen, President and Mary Ann Lefevre, Secretary/Treasurer of the corporation on (date) in the manner prescribed by the Arizona Nonprofit Corporation Act.

DATED: OCTOBER 30, 1997

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION

BY: Doris Keme

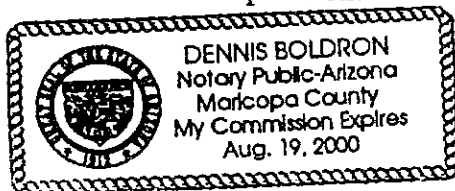
TITLE: President

BY: Mary Rose Zefur

TITLE: Secretary/Treasurer

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 30 day of OCTOBER, 1997 by Dennis Boldron, Community Manager of AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION, an Arizona Corporation, on behalf of said corporation.



By: D. Boldron
Notary Public

My commission expires:

8/19/2000

EXHIBIT A

**ARTICLE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION**

1. 6. BOARD OF DIRECTORS is amended to read as follows:

6. BOARD OF DIRECTORS.

The affairs of the Association shall be managed by a Board of Directors of five (5) members, who must be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The persons who are to serve as members of the Board of Directors until the first annual election of directors, or until their successors are elected and qualify, are;

2. THE FOLLOWING ARTICLE IS ADDED:

13. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes for which it was formed. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation except from Federal Income Tax under section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue

Law) or, (b) by a corporation, contributions to which are deductible under section 170 (c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of its assets exclusively for charitable, education, religious or scientific purpose as shall at the time qualify as an exempt organization or organizations under section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law) as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the Superior Court of the county of Maricopa, exclusively for such purpose or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLES OF INCORPORATION

AMENDMENT - (1)

Change the wording from "*need not be members of the Association*" to members of the Association.

AMENDMENT - (2)

Added a paragraph suggested by the Corporation Commission to protect homeowners against misuse of funds by the members, directors or officers of the Corporation.

AMENDMENTS. May be amended at a regular or special meeting of the Association's members, by a vote of a majority of a quorum of members in person or by proxy.

A MAJORITY OF A QUORUM OF MEMBERS IS

10 MEMBERS IS A QUORUM, MAJORITY OF A QUORUM WOULD BE 5 MEMBERS.

PROCEED BY ASKING FOR A MOTION TO APPROVE THE CHANGES
GET IT SECONDED, ALL IN FAVOR SAY AYE, OPPOSED?

RULES

&

REGULATIONS

When recorded mail to :
Community Management
8900 N. Central Suite 213
Phoenix, AZ 85020

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

The Board of Directors of the Avenida Siete Oeste Homeowners Association is empowered by its Bylaws and Covenants, Conditions and Restrictions to enforce compliance with the rules and regulations of the Association. This enforcement can be through fines and/or suspension of the use of the common area.

The Board herein states its intention to assess such fines according to its discretion (up to \$100 per occurrence plus actual damages) for all violations of the posted pool, party, and general membership rules. If fines are not paid within thirty (30) days, a lien will be placed against the appropriate Avenida Siete Oeste unit.

Tenants are expected to observe all policies governing the Association. Owners of rental units are ultimately responsible for the conduct of their tenants. It is mandatory that the owners give to their tenants a copy of the rules and regulations. All tenants must acknowledge receipt by completing, signing and returning the Association Registration form to Community Management. These rules should be terms of the lease agreement. The Management Company will inform owners of infractions and fines will be levied for repeat violations. The owner will be responsible for all fines levied.

Any resident of Avenida Siete Oeste can request Police assistance to quell nuisance behavior on Avenida Siete Oeste common grounds. Although the Police will not enforce rules and regulations of the Association, they will respond to calls such as disturbing the peace, endangerment, or vandalism. The Phoenix Police Department has been given written permission by the Board to enter the common grounds to investigate any complaints.

Protect yourself and the Avenida Siete Oeste Community. If someone is abusing our facilities or is violating your right to peace and quiet, call the Phoenix Police Department. If the call concerns the common area of Avenida Siete Oeste, the Board of Directors will go on record as the complainant.

THANK YOU FOR YOUR SUPPORT

Avenida Siete Oeste Board of Directors

Board meetings are at 7pm on fourth (4th) Thursday of every month and the location and agenda are posted in the mail box area prior to the meeting. **WE ENCOURAGE RESIDENTS** to attend these meetings in order to register concerns or suggestions for complex maintenance.

MISCELLANEOUS RULES

All exterior modifications to the units and their surrounding grounds must be approved by the Association's Architectural Committee. All plantings in the front of the Unit must be approved by the Landscape Committee.

No clothing or any other items are to be hung over the patio walls, fences, balcony railings or gates. Only patio furniture may be stored on balconies.

Patios and storage sheds must be maintained so that boxes, clotheslines, or any other unsightly objects are not visible from the common grounds. Plants and other such decorative objects are acceptable.

For units being offered for sale or rent, one sign of customary and reasonable dimensions is allowed.

Noisy or obnoxious behavior on the common grounds is not allowed. Walls are thin. Remember your neighbors when using volume on stereos. If disturbances are reported, and confirmed, owners will be fined if these actions are continued.

Any kind of ball games and Frisbee are not allowed in the parking areas. Parents are responsible for the conduct of their children on this property.

Garbage must be placed in the dumpsters, not beside or on top of the dumpster lid. Also please keep dumpster doors closed to avoid the mess created by scavenging animals.

AVENIDA SIETE OESTE HOMEOWNERS ASSOCIATION POOL RULES

POOL HOURS

6:00am to 1:00am Sunday through Saturday

POOL GATE MUST REMAIN CLOSED AT ALL TIMES

County ordinance requires that the gate to all pool enclosures be closed and locked at all times when the gate is not in use. Violations may force pool closure by the County for up to thirty (30) days.

EMERGENCY EQUIPMENT MUST REMAIN ON WALL MOUNTS

County ordinance requires that emergency equipment (ring and hook) be retained on the designated wall mounts. Use this equipment for an **EMERGENCY ONLY**.

NO UNSUPERVISED CHILDREN UNDER 14

Arizona State law requires that children under 14 be accompanied by an adult at all times while in a pool area. (Adult is over age 21)

Avenida Siete Oeste Homeowners Association

Rules and Regulations

POOL REGULATIONS

1. Children under age 14 are not allowed in pool area without adult supervision. (Adult is over age 21)
2. Dogs are not allowed in pool area or in the pool. (This is in accordance with city and county health regulations.)
3. Pool gates are to be closed and locked at all times. Enter with key.
4. Glass or plastic wraps are not allowed in pool area. (Previously this has caused pool filter damage)
5. Clean up spills. Keep cans off pool decking. They cause stains and rust spots.
6. Use trash containers.
7. Suntan oil must be removed before entering pool. (Oils cause pool filter damage)
8. Lower umbrellas at the end of use.
9. Parties and music in pool area must terminate by 10:00 P.M.
10. The pool can not be used exclusively for private parties.

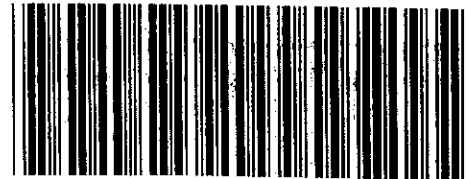
GENERAL REGULATIONS

1. Pet owners need to clean up after their pets on this property.
2. Dogs must be attended or on leashes on this property.
3. Each unit has 2 covered parking spaces to be used by owners/occupants.
4. Guest parking spaces are for visitors only.
5. Parking allowed in designated areas only.
6. Campers, trucks, boats, RV's that do not fit in owners covered parking spaces must be parked off the property.

**Avenida Siete Oeste
Rental/Lease Rule**

Effective March 1, 2005, leased units shall submit a signed Lease Control Agreement along with an annual fee of \$300. Leased units are defined as those in which the occupant(s) make(s) periodic payment to the owner(s), and the owner do(es) not reside in the unit that they own. Units leased prior to the implementation of this policy are exempt. In all future sale of units this document will be available during the due diligence period of the purchase. Both the owner and occupant(s) shall be liable for compliance with the community documents, including the Covenants, Conditions & Restrictions and the Rules & Regulations.

MAR 08 2006



When recorded return to:

Community Management
8900 N. Central Ave. Suite 213
Phoenix AZ 85020

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2006-0168479 02/06/06 11:19

19 OF 40

PALUMBOA

Rule Revision

Avenida Siete Oeste

Effective September 30, 2005 the following rule is effective as a result of having been approved by a majority of members

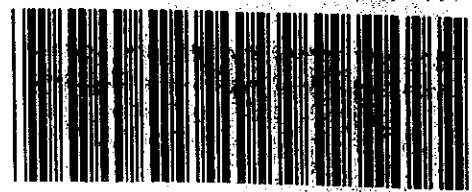
Real estate signs, as referenced in Paragraph 2.8 of the Declaration of Covenants, Conditions and Restrictions shall be limited in placement as follows: signs may only be displayed in a window, on the balcony railing, or rear patio gate of the subject unit.

I attest to the fact that this is the rule as adopted by a majority of the members of Avenida Siete Oeste.

Jack F. Leibert
Community Association Manager

15

MAR 08 2006



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2006-0168479 02/06/06 11:19

19 OF 40

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Jack F. Leibert

Community Association Manager

k

Rental Control Agreement Form
Avenida Siete Oeste Homeowners Association

Member (Landlord) Name: _____ Unit #: _____

Member Mailing Address: _____

Member Social Security Number: _____

Name of Management Company (if applicable): _____

Address of Management Co.: _____

Telephone Number of Management Co.: _____ Representative: _____

Tenant Name: _____ Length of Lease: _____

Tenant's Telephone Number: _____ Number of Children: _____

Age of Children: _____ Pets: _____

Number of Vehicles on Property: _____

Vehicle No. 1: License #: _____ Make: _____ Color: _____

Vehicle No. 2: License #: _____ Make: _____ Color: _____

Signed Crime Free Lease Addendum Attached: Yes _____ No _____

Rental Property Registration Number: _____

Date of Payment of Registration Fee: _____

I (we), _____
at Unit No. _____ have received, read and agree to abide by the CC&Rs, By-Laws and Rules and Regulations of Avenida Siete Oeste Homeowners Association (and as altered or amended) knowing that if they are not adhered to, I will ultimately be fined for violations. All the parties acknowledge and agree that Avenida Siete Association is a third-party beneficiary of the rental agreement and can enforce all its terms against the tenant and can enforce all remedies under the Arizona Tenant and Landlord laws against the tenant for violations of the Association's Community Documents and the rental agreements. The rights granted to the Association herein specifically include the right to evict the tenant(s). The Member expressly grants to the Association a Power of Attorney for these purposes, coupled with an interest. In no event may less than an entire unit be rented.

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Member (Landlord)

Date

Please return this completed, signed and dated form to us using the enclosed self-addressed stamped envelope.
AS – Rental Control Agreement Form

COMMUNITY

COLORS

Avenida Siete Oeste

Paint Information

All Exterior Paint is Dunn Edwards.

- Weathered Coral #5 Stucco
(Water Base Vin-L-Tex W 201)
- Weathered Brown #11 Wood trim, Balcony, Rails
(Acru Hues W 703-26)
- Pearl White #70 Soffit Ceilings
- Weathered Coral #60 Door Frames
(Oil Base Rancho Trim)
- Weathered Brown #60 Doors
(Oil Base Rancho Trim)

ARCHITECTURAL GUIDELINES

Architectural Review Committee Submittal Form

Mail or fax completed form to: **Community Management & Consulting**
8686 N. Central Avenue, Suite 206
Phoenix, AZ 85020
(602) 943-2384
(602) 943-2484 FAX

Homeowners Association: _____

Owner's Name: _____ Lot #: _____

Address: _____

Phone: _____ (H) _____ (W)

Plans are being submitted for (please select one):

Repaint Residence _____ Security Door _____ Lighting _____

Addition of Wall/Fence/Building/Structure _____ Satellite Dish/Antennae _____

Other (list item to be submitted): _____

1. Contractor Name, if applicable: _____

Address: _____

Phone: _____ License # _____

2. Description in detail, of work to be done (use additional sheets for drawings):

3. Type of materials to be used (attach brochures/samples if available):

4. Colors to be used (attach samples if other than matching existing dwelling):

5. Other Information:

Architectural Review Committee Submittal Form

An accurate drawing must be attached using your lot dimensions showing the exact location of the proposed improvement(s). INCOMPLETE SUBMITTALS WILL BE RETURNED. Architectural Committee requests will be either approved, denied or returned for additional information as soon as possible after the review.

The Homeowner agrees to maintain the improvement if approved by the Board of Directors. If, in the view of the Board of Directors, the improvement is not being maintained, the Association has the right to maintain the improvement with the Homeowner bearing all costs thereof.

The Homeowner agrees to comply with all city & state laws, and to obtain the necessary permits. Approval by the Architectural Committee shall not be deemed a warranty or representation as to the quality of such construction, installation, addition, alteration, repair, change or other work, or that work conforms to any applicable building codes or other federal, state or local law statute, ordinance or rule regulation.

Signature of Owner

Date

For Architectural Committee purposes only:

- ☐ DISAPPROVED
- ☐ APPROVED
- ☐ APPROVED – Subject to the following conditions:

All approvals are subject to the homeowner complying with the requirements of the city, county state and federal government.

Project must **begin** within _____ days.

Project must be **completed** within _____ days.

Signed

Date

Signed

Date

Signed

Date

Architectural Review Committee Submittal Form

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Date

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Signed

Date

Signed

Date

Signed

Date