

# Bellair Association for Parks and Recreation

There are thirteen documents filed with Maricopa County which represent all of the Declarations of Covenants, Conditions and Restrictions for the Bellair Association for Parks and Recreation. Each of the nine phases/units of single family homes in Bellair has a separate Declaration and some have been amended. Also there are separate documents for the townhouse phases.

Some of the Declarations vary in format and some of the Articles are numbered differently. For this reason there is no single document that applies to the entire community. Despite these differences in format and numbering, the wording of individual Articles and Sections that cover PROPERTY RIGHTS, ARCHITECTURAL CONTROL, EXTERIOR MAINTENANCE, USE RESTRICTIONS etc. is the same in all of the documents.

In an attempt to furnish the residents of Bellair with a single document that they can refer to when questions arise about C.C.&R.s, the Association has printed the following extracts from the legally filed Declarations. These are Extracts only and are *NOT A LEGAL DOCUMENT*.

If residents wish to obtain a true copy of the C.C.&R.s governing their phase, they may do so for a nominal fee at the Maricopa County Recorders Office, (111 South Third Avenue, Phoenix).

## BELLAIR ASSOCIATION LISTING OF PHASES, LEGAL DESCRIPTIONS AND C.C.&R. FILING

Phase I, Unit I — Map 161, pg. 47 (Lots 1-172)  
Dkt 10434 pg. 68-79 & pg. 80-97  
Annexation — Dkt 10964, pg. 404-407

Phase I, Unit II — Map 173, pg. 37 (Lots 173-328)  
Declaration — Dkt 10723, pg. 637-641

Unit III — Map 192, pg. 4 (Lots 329-531,  
except 431-436)

Correction — Dkt 12363, pg. 121-129

Unit IIIA — Map 202, pg. 17 (Lots 431-435)  
Dkt 13075, pg. 854-862

Unit IV — Map 203, pg. 26 (Lots 532-575)  
Dkt 13141, pg. 1383-1392

Unit V — Map 207, pg. 37 (Lots 576-677)  
Amendment — Dkt 13386, pg. 245-253

Unit VI — Map 204, pg. 40 (Lots 678-688)  
Dkt 13219, pg. 411-419  
Amendment — Dkt 13741

Unit VII — Map 208, pg. 42 (Lots 689-780)  
Dkt 13559, pg. 366-375  
Amendment — Dkt 13741, pg. 1183

Unit VIII — Map 212, pg. 28 (Lots 781-888)  
Dkt 13717, pg. 830-839

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (EXTRACTED)

### *THIS IS NOT A LEGAL DOCUMENT*

NOW, THEREFORE, Declarant (Continental Homes, Inc.) hereby declares that all of the properties within Bellair shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on or for the benefit of all parties having or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

### PROPERTY RIGHTS

1. **Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of owners agreeing to such dedication or transfer has been recorded.

2. **Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### MEMBERSHIP AND VOTING RIGHTS

**Every owner** of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

## COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the lot or lots owned by the member of the Association and shall be a continuing lien upon his lot or lots against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. **Purpose of Assessments.** In order to promote civic betterment and social improvements for the common good of this community, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of this development and for the improvements and maintenance of the Common Area.

3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Ninety Five Dollars (\$195.00) per lot or condominium unit.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an Amount not in excess of the maximum.

4. **Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair

or replacement of a capital improvement upon the Common Area or replacement of damaged or destroyed common elements, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. **Notice and Quorum for any Action Authorized Under Para. 3 & 4 above.** Written notice of any meeting called for the purpose of taking any action authorized under Para. 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis; Declarant shall pay assessments on each lot owned by Declarant shown on any recorded subdivision plat which lot is intended for residential use. Should any home located on any such lot become occupied during Declarant's ownership of said lot, Declarant shall pay the full monthly assessment; for unoccupied homes and lots owned by Declarant, Declarant shall pay an amount equal to twenty-five percent (25%) of the regular monthly and special assessments for each lot so owned.

7. **Date of Commencement of Annual Assessments: Due Date.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

8. **Effect of Non-payment of Assessments: Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the

property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Abandonment of his lot.

**9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage, and be subordinated to the lien of assessments imposed by the covenants, conditions and restrictions relating to any lot or residential unit which is sold in a single family detached development, townhouse development, or a condominium development with separate common area and a homeowners' association. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability or any assessments thereafter becoming due or from the lien thereof.

### **EASEMENTS**

**1. There is hereby created** a blanket easement upon, across, over, and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property. 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 premises except as initially programmed and approved by the major builder of said premises. This easement shall in no way affect any other recorded easement on said premises.

**2. Easements** for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**3. It is hereby reserved** to Declarant or Declarant's successor or assigns a two (2) foot easement adjacent to and within the exterior boundaries of each lot for the installation and maintenance of irrigation pipes and lines, and irrigation diversion facilities.

### **GENERAL PROVISIONS**

**1. Each owner agrees,** by the acceptance of his deed, that he shall automatically become a member of, and shall abide by the rules, regulations and assessments of, the Bellair Association for Parks and recreation, and shall be subject to the rights, duties and obligations of membership as set forth in the Declaration of Covenants, Conditions and Restrictions pertaining to the Bellair Association for Parks and Recreation, and in the Articles of Incorporation and By-Laws of the Bellair Association for Parks and Recreation, an Arizona Corporation. Each owner agrees, by the acceptance of his deed, that his lot is subject to a lien securing payment of annual and special assessments levied by the Bellair Association for Parks and Recreation, as provided in the abovementioned Declaration of Covenants, Conditions and Restrictions as recorded in the books and records of Maricopa County, Arizona, Docket 10434, Pages 68 through 79 inclusive.

**2. Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**4. Amendment.** The covenants and restrictions shall run with and bind the land, for a term of twenty-five (25) years from the date a Declaration is recorded, after which time they shall be extended for successive periods of ten (10) years. A Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

### **ARCHITECTURAL CONTROL**

**No building, fence, wall or other structure** shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location

within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to the installation, maintenance or alteration of structures and improvements in and upon the Properties by the Developer.

### EXTERIOR MAINTENANCE

1. **Each lot owner shall** maintain the premises and exterior of the improvements of his Lot in a manner satisfactory to rules and regulations for this purpose promulgated by the Developer or the Association, including without limitation painting, repairing, replacing and caring of roofs, including chimneys, refrigeration and heating units, ventilation devices and the like, exterior building surfaces including window glass and trim, shrubs, grass and other landscaping, walks, driveways, fences, sprinkler system and other exterior improvements.

2. **In the event of any violation** or breach of, or any default under these Restrictions, any one or more of the following remedies (as may be applicable) shall be available:

(a) The Developer or Bellair Association shall have the right, after thirty (30) days notice in writing to the defaulting owner, to go upon such Lot and take such action as may be necessary to correct such violation, breach or default, including without limitation removal of any unauthorized improvements and restoration of the premises, removal of any unauthorized personal property and placing the same in storage at the expense of the defaulting owner, repainting the exterior of any building which has been painted in an unapproved manner or color, repair, maintenance or replacement of exterior improvements which do not comply with the Association standards and cleaning up any unsightly material or debris upon any Lot. Any expenses thereby reasonably incurred by the Developer or Bellair Homeowners' Association shall be the personal obligation of the owner and shall become a lien upon such Lot, and bear interest at six percent (6%) per annum from date of completion and may be foreclosed in the manner provided for in Para. 8 under Covenant for Maintenance Assessments.

(b) The Developer, the Association, any owner of one or more of said Lots, or any combination thereof, may, in addition to any other remedy available at equity or law, prosecute an action or other proceeding against such defaulting owner for injunctive relief, specific performance, damages, a judgment for payment of money and collection thereof, or the appointment of a receiver to take possession of the same, each Lot owner does hereby agree that in addition to the relief prayed for in such action, the defaulting owner shall be liable for

all court costs and a reasonable attorney's fee incurred in the prosecution of such action.

(c) The use of any one or more of the remedies provided for in this Article shall not defeat the lien of a purchase money or construction mortgage or deed of trust made in good faith and for value.

3. **Each such owner**, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agent the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

### USE RESTRICTIONS

1. **Said premises are hereby restricted** to residential dwellings for residential use. All building or structures erected upon said premises shall be of a new construction and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than single family residence units shall be built on any parcel where the builder theretofore programmed and constructed such residence unit. No structures of a temporary character, trailer, mobile home, motor home, camper, camper truck, bus, boat, basement, tent, shack, garage, barn or other out building shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

2. **Notwithstanding any provisions herein contained** to the contrary, it shall be expressly permissible for the builder of a major portion of residential units to maintain during the period of construction and sale of said units, upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said units including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

3. **No animals, livestock or poultry** of any kind shall be raised, bred or kept on any of said Lots; provided, however, that ordinary domestic dogs and cats will be permitted so long as (a) such cats and dogs are kept within the boundaries of the Lot of their owner and do not offend or annoy other lot-owners and (b) such pets are not kept, bred or maintained for any commercial purpose.

4. **No advertising signs**, (except one of not more than four (4) square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot or Common Area, nor shall such property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any residential unit or any resi-

dent thereof. Further, no business activities of any kind whatever shall be conducted on any lot or the Common Area 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, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

5. **All clothesline, equipment, garbage cans, service yards, woodpiles or storage piles** shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to rear yard area. Incineration of rubbish, trash, garbage or vegetation shall not be permitted.

6. **No motor vehicle classed by manufacturer's rating as exceeding three quarters of a ton** shall be parked on any Lot front yard. No mobile home, travel trailer, tent trailer, trailer, camper, boat or boat trailer shall be parked in any front yard or side yard nor shall such vehicle or equipment which exceeds six (6) feet in height above the ground be parked in any back yard. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot within this subdivision in such a manner as to be seen from any other Lot or from any streets or alleyways within this subdivision.

7. **The common elements shall remain undivided**, and shall at all times be owned by the Association or its successors, 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.

8. **No facilities, including poles and wires**, for the transmission of electricity, telephone messages,

television or radio, except as specifically provided herein, and the like shall be placed or maintained above the surface of the ground on any Lot. If at the time of occupancy of the house constructed on any Lot there is available underground television antenna connection cable, then no outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any lot located in such a manner as to be visible from the outside of any such building except by and with the prior written consent of the Architectural Control Committee. Such prior written consent for television antennae shall not be required in the event said television antenna cable is not available for connection at the date of occupancy of the house constructed on the Lot; however, no such antenna for a private dwelling shall be higher than ten (10) feet above the highest point of the house. Upon the written demand of the Architectural Control Committee and after availability of underground television antenna connection cable, any private antenna shall be promptly removed.

9. **Each owner agrees**, by the acceptance of his deed, not to interfere with or obstruct the Established Drainage pattern over his Lot from or to adjacent or other Lots, except that an owner may modify the Established Drainage over his Lot, for example, by installation of pipes or paving, provided such modification is necessary for a permitted use of his Lot, and provided further that the modification of drainage does not unreasonably burden or interfere with the use of the other Lots or the drainage to or from other lots. For the purposes of this clause, "Established Drainage" means the drainage that existed at the time the overall grading of the properties and the landscaping of each Lot were completed by the Declarant.

*THIS IS NOT A LEGAL DOCUMENT*

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## **THE BELLAIR ASSOCIATION FOR PARKS AND RECREATION AND YOU**

The purpose of the Association is quite simple, really. It is to maintain the area so that property values are protected while providing a pleasant social and recreational environment.

The Association is a non-profit organization, which means that since making money is not the motive, member homeowners can more objectively and effectively carry out the purpose and the spirit of the Association.

All the provisions of the Association have been reviewed and accepted by FHA, VA and the Arizona State Real Estate Department, whose job it is to look after the interest of home buyers of the subdivided land.

## **WHAT THE ASSOCIATION OWNS**

The Bellair Association owns, free and clear of all monetary encumbrances, approximately 25 acres of park including 4 swimming pools, with cabana and tennis courts and lawn play areas. In addition, the Association owns approximately 3¼ acres of pathways as shown on the subdivision master plan. The parks and pathways are fully improved and landscaped as part of the plan development. There are also private cul-de-sac streets, mini-parks and private eyebrow streets. Maintenance of these common areas will be performed by the Association and the cost will be paid by funds generated through your monthly assessment as hereinafter set forth.

## **MEMBERSHIP AND VOTING RIGHTS**

Every lot owner becomes a member of the Bellair Association for Parks and Recreation. No initial membership fee is required. Owners of single family detached homes and owners of townhouse units are members. Owners are entitled to one vote for each lot they own.

## **MAINTENANCE AND OPERATIONAL EXPENSES**

Members of the Association will be assessed equally for the cost of maintaining and operating the common areas. Your assessment will include the management fee; water, electricity, maintenance, repairs and supplies for the common area; taxes and reserves for future repairs which are necessary to maintain the aesthetic qualities of the Bellair Development. This assessment may be increased each year by not more than five percent (5%) above the assessment for the previous year without a vote of the membership. However, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose.

Any default by a homeowner in payment of dues can result in foreclosure of the defaulting owner's lot. In addition, the Board of Directors has the right to suspend the member's voting rights and the rights to use of the recreational facilities during any period of default in dues, or violation of rules and regulations.

## **MANAGEMENT AND OPERATION**

Every successful Association has its set of By-Laws for the benefit of its members. The following are the highlights outlining how your Association is governed for the mutual good of all.

The affairs of the Association shall be managed by a Board of nine (9) Directors elected by the general membership. The directors do not necessarily have to be members of the Association. At each annual meeting, the members shall elect three (3) directors for a term of three years. The Board of Directors shall, among other duties as set forth more fully in the legal documents of the Association, elect the officers of the corporation, enforce the provisions of the Covenants, Conditions and Restrictions (CC&Rs), maintain a proper and complete record of all of its acts and the corporation's affairs, arrange for an annual independent audit of the fiscal affairs of the corporation and deliver a copy of same to each member, and contact and pay for various materials, supplies and services necessary for the operation of the recreational facilities.

## **THE RIGHT OF MEMBERS**

All members of the Association have a right to vote, either in person or by proxy at all meetings, and at least a majority of the voting powers present and voting, or voting by proxy, shall prevail. Certain actions involving the Association require the affirmation vote of more than fifty percent (50%) of the members.

Two-thirds (2/3) of the membership present and voting, either in person or proxy, must agree before:

1. The Annexation of any property outside of the Bellair Development as described in the general plan on file with the Federal Housing Administration and the county board of supervisors.
2. The raising of annual dues in excess of five percent (5%) above the established minimum.
3. The dedication or transfer of the common area to any public agency.
4. The levying of any special assessment for capital improvements.
5. The incurrence of debt in excess of one hundred fifty percent (150%) of the Association's gross income of the previous year.
6. The merger or consolidation with any other corporation
7. The use of the common area as security for a loan.
8. The dissolution of the Association or adoption of any plan of dissolution.

Three-fourths (3/4) of the membership present and voting either in person or by proxy, must agree before:

1. The Articles of Incorporation of the Association are amended.
2. The amendment of the declaration of covenants, conditions and restrictions after the expiration of twenty-five (25) years.

Ninety percent (90%) of the membership present and voting either in person or by proxy, must agree before amending the declaration of covenants, conditions and restrictions during the first twenty-five (25) year period.

Article 2, Section 1-a of the covenants, conditions and restrictions for the Bellair Association for Parks and Recreation authorizes the Board of Directors to charge a reasonable fee for the use of the recreational facilities if it is deemed necessary to do so.

## **PROTECTIVE ARCHITECTURAL CONTROL**

The Board of Directors shall appoint an Architectural Control Committee of at least three members. This committee and the Board shall be responsible for the administration of the provisions of the covenants, conditions and restrictions, so as to insure the objective of proper protection and enhancement on your home value.

## **PROTECTIVE DEED RESTRICTIONS**

The builder has recorded a declaration of covenants, conditions and restrictions

In order to preserve and enhance the overall appearance of the development, the restrictions may be enforced by the builder, the Architectural Control Committee or any lot owner.

## **COPY OF DOCUMENTS**

For further clarification of voting rights and other pertinent information regarding the declaration of covenants, conditions and restrictions and the Articles of Incorporation and By-Laws by the Bellair Association for Parks and Recreation, copies of these documents may be reviewed in their entirety at the office of the Association. The above described documents are recorded at the Maricopa County Recorder's Office and are available to anyone for the nominal cost of reproducing them.

Each phase in Bellair has a separate set of recorded Covenants, Conditions and Restrictions (CC&Rs) filed with Maricopa County. There are nine phases of single family homes and five phases of townhouses. Some of the declarations vary in format and some of the Articles are numbered differently. For this reason there is no single document that applies to the entire community. Despite these differences in format and numbering, the wording of individual Articles and Sections that cover PROPERTY RIGHTS, ARCHITECTURAL CONTROL, EXTERIOR MAINTENANCE, USE RESTRICTIONS, etc, is the same in all of the documents. In an attempt to furnish the residents of Bellair with a single document that they can refer to when questions arise about CC&Rs, the Association has printed the following extracts from the legally filed Declarations (all references to the developer that are no longer applicable have been deleted). These are Extracts only and are NOT A LEGAL DOCUMENT.

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BELLAIR ASSOCIATION FOR PARKS AND RECREATION

THIS DECLARATION, made on the date hereinafter set forth by AMERICAN CONTINENTAL HOMES, INC., an Ohio Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

Whereas, Declarant is the owner of certain property in the County of Maricopa, State of Arizona, which is more particularly described as Bellair.

Now, therefore, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties of any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

**Section 1.** "Association" shall mean and refer to Bellair Association for Parks and Recreation, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or residential unit, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association by Declarant at the direction of the Developer.

**Section 4.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, which plot of land is intended for residential purposes and uses.

**Section 6.** "Developer" shall mean and refer to any person or entity, which is or may be subdividing and/or selling residential lots as a portion of Bellair, or construction residential dwellings for sale to individual buyers.

### ARTICLE II PROPERTY RIGHTS

**Section 1. Owner's Easements of Enjoyment.** Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant for each Lot owned within the Properties hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the Common Area.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be one hundred forty-four dollars (\$144.00) per lot or condominium unit.

- (a) from and after January 1, of the year immediately following the conveyance of the first Lot to any owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) from and after January 1, of the year immediately following the conveyance of the first Lot to any owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or replacement of damaged or destroyed common elements, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments, Due Dates.** The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Effect of Non-payment of Assessments, Remedies of the Association.** A late fee will be charged on any assessment not paid by the last day of the month due. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### EXTERIOR MAINTENANCE

**Section 1.** Each Lot owner shall maintain the premises and exterior of the improvements of his Lot in a manner satisfactory to rules and regulations for this purpose promulgated by the Developer or the Association including without limitation painting, repairing, replacing and caring of roofs, including chimneys, refrigeration and heating units, ventilation devices and the like, exterior building surfaces including window glass and trim, shrubs, grass and other landscaping, walks, driveways, fences, sprinkler system and other exterior improvements.

**Section 2.** In the event of any violation or breach of, or any default under these Restrictions, any one or more of the following remedies (as may be applicable) shall be available:

- (a) The Bellair Association for Parks and Recreation shall have the right after thirty (30) days notice in writing to the defaulting owner, to go upon such Lot and take such action as may be necessary to correct such violation, breach or default, including without limitation removal of any unauthorized improvements and restoration of the premises, removal of any unauthorized personal property and placing the same in storage at the expense of the defaulting owner, repainting the exterior of any building which has been painted in an unapproved manner.

or color, repair, maintenance or replacement of exterior improvements which do not comply with the Association standards and cleaning up any unsightly material or debris upon any Lot. Any expenses thereby incurred by Bellair Association for Parks and Recreation shall be the personal obligation of the owner and shall become a lien upon such Lot, and bear interest at six percent (6%) per annum from date of completion and may be foreclosed in the manner provided for in Article IV Section 8.

- (b) The Association, any owner of one or more of said Lots, or any combination thereof, may, in addition to any other remedy available at equity or law, prosecute an action or other proceedings against such defaulting owner for injunctive relief, specific performance, damages, a judgment for payment of money and collection thereof, or the appointment of a receiver to take possession of the improvements upon such Lot. By the acceptance of a deed to any Lot or by signing a contract or agreement for the purchase of the same, each Lot owner does hereby agree that in addition to the relief prayed for in such action, the defaulting owner shall be liable for all court costs and a reasonable attorney's fee incurred in the prosecution of such action.
- (c) The use of any one or more of the remedies provided for in this Article shall not defeat the lien of a purchase money or construction mortgage or deed of trust made in good faith and for value.

**Section 3.** Each such owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agent the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

Nothing contained in this Article shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this Article been inserted.

## ARTICLE VII

### COMMON AREA MAINTENANCE (PHASE I)

The Common Areas owned by the Association shall be the streets leading into the cul-de-sac areas and the cul-de-sac areas. The Association shall provide maintenance upon the said Common Areas as required, including without limitation sweeping and repairing of pavement, curb and gutter, care of trees, shrubs, grass and other landscaping of all mail box areas.

## ARTICLE VIII

### USE RESTRICTIONS

**Section 1.** Said premises are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said premises shall be of a new construction and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than single family residence units shall be built on any parcel where the builder theretofore programmed and constructed such residence unit. No structures of a temporary character, trailer, mobile home, motor home, camper, camper truck, bus, boat, basement, tent, shack, garage, barn or other out-building shall be used on any portion of the premises at any time as a residence either temporary or permanently.

**Section 2.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the builder of a major portion of residential units to maintain during the period of construction and sale of said units, upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said units including but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

**Section 3.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any of said Lots; provided, however, that ordinary domestic dogs and cats will be permitted as long as (a) such cats and dogs are kept within the boundaries of the Lot of their owner and do not offend or annoy other lot owners, and (b) such pets are not kept, bred or maintained for any commercial purpose.

**Section 4.** No advertising signs, (except one of not more than four (4) square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot or the Common Area, nor shall such property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any residential unit or resident thereof. Further, no business activities of any kind whatever shall be conducted on any Lot or the Common Area provided, further, however, the foregoing

covenants shall not apply to the business activities, signs and billboard, or the construction and maintenance of buildings, if any, of the builder, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

**Section 5.** All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to rear yard areas. Incineration of rubbish, trash, garbage or vegetation shall not be permitted.

**Section 6.** No motor vehicle classed by manufacturer's rating as exceeding three-quarters (3/4) of a ton shall be parked on any Lot front yard. No mobile home, travel trailer, tent trailer, trailer, camper, boat or boat trailer shall be parked in any front yard or side yard nor shall such vehicle or equipment which exceeds six (6) feet in height above the ground be parked in any back yard. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot within this subdivision in such a manner as to be seen from any other Lot or from any streets or alleyways within this subdivision.

**Section 7.** The common elements shall remain undivided, and shall at all times be owned by the Association or its successors, 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.

**Section 8.** No facilities, including poles and wires, for the transmission of electricity, telephone messages, television or radio, except as specifically provided herein, and the like shall be placed or maintained above the surface of the ground on any Lot. If at any time of occupancy of the house constructed on any Lot there is available underground television antenna connection cable, then no outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any Lot located in such a manner as to be visible from the outside of any such building except by and with the prior written consent of the Architectural Control Committee. Such prior written consent for television antenna shall not be required in the event said television antenna cable is not available for connection at the date of occupancy of the house constructed on the Lot; however, no such antenna for a private dwelling shall be higher than ten (10) feet above the highest point of the house. Upon the written demand of the Architectural Control Committee and after availability of underground television antenna connection cable, any private antenna shall be promptly removed.

**Section 9.** Each owner agrees, by the acceptance of his deed, not to interfere with or obstruct the Established Drainage pattern over his Lot from or to adjacent or other Lots, except that an owner may modify the Established Drainage over his Lot, for example, by installation of pipes or paving, provided such modification is necessary for a permitted use of his Lot, and provided further that the modification of drainage does not unreasonably burden or interfere with the use of the other Lots or the drainage to or from other Lots. For the purposes of this clause, "Established Drainage" means the drainage that existed at the time the overall grading of the properties and the landscaping of each Lot were completed by the Developer.

## ARTICLE IX

### EASEMENTS

**Section 1.** Each owner agrees, by the acceptance of his deed, that he shall automatically become a member of, and shall abide by the rules, regulations and assessments of, the Bellair Association for Parks and Recreation, and shall be subject to the rights, duties and obligations as set forth in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) pertaining to the Bellair Association for Parks and Recreation, and in the Articles of Incorporation. Each owner agrees, by acceptance of his deed, that his Lot is subject to a lien securing payment of annual and special assessments levied by the Bellair Association for Parks and Recreation, as provided in the above mentioned Declaration of CC&Rs as recorded in the books and records of Maricopa County, Arizona.

**Section 2: Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions and reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 3: Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall be in no wise affect any other provisions which shall remain in full force and effect.

**Section 4. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the member, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the member. Any amendment must be recorded.

**Section 5. Annexation.** Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of the members.

## BY-LAWS OF BELLAIR ASSOCIATION FOR PARKS AND RECREATION

The name of the corporation is BELLAIR ASSOCIATION FOR PARKS AND RECREATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Phoenix, Arizona, but meetings of members and directors may be held at such places within the State of Arizona, County of Maricopa, as may be designated by the Board.

### ARTICLE II DEFINITIONS

**Section 1:** "Association" shall mean and refer to BELLAIR ASSOCIATION FOR PARKS AND RECREATION, its successors and assigns.

**Section 2:** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

**Section 3:** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

**Section 4:** "Lot" shall mean and refer to any plot of land shown upon and recorded sub-division map of the Properties which plot of land is sold and used for residential purposes and uses.

**Section 5:** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6:** "Recreational Facility" shall mean and refer to the swimming pools, tennis courts, basketball, baseball and other sports facilities owned by the Association.

**Section 7:** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions (CC&Rs) applicable to the Properties recorded in the Office of the Maricopa County Recorder, Phoenix, Arizona.

**Section 8:** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 9:** "Executive Director" shall mean and refer to the manager of the Association hired by the Board of Directors.

### ARTICLE III PROPERTY RIGHTS

**Section 1: Rights of Enjoyment.** Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchases, who reside on the property.

Such member shall notify the Association in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

**Section 2: Ownership Obligations.** Each Owner shall notify the Association in writing of any change in Owner's address within thirty (30) days of the change.

## ARTICLE IV

### MEETING OF MEMBERS

**Section 1: Annual Meetings.** The first annual meeting of the members shall be held on the second Tuesday in May in 1974. Each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter, at a time set by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2: Special Meetings.** Special meetings of the members may be called any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the members.

**Section 3: 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 the meeting.

**Section 4: Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, 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, such member may vote in person or by proxy. All proxies shall be in writing, shall be dated and shall state the meeting(s), and adjournments thereof, for which the proxy is valid. All proxies shall be filed with the Executive Director or designee, no later than five (5) days prior to such meeting(s). Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1: Number and Qualifications.** The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. Not more than one Owner of the same lot may be elected or selected to serve at the same time as a Director. Each Board member who is a member of the Association, shall at all times be current in any assessments.

**Section 2: Term of Office.** At the first annual meeting, the members shall elect three (3) Directors for a term of one year, three (3) Directors for a term of two years, and three (3) Directors for a term of three years, and at each Annual meeting thereafter, the members shall elect three (3) Directors for a term of three (3) years. A Director may serve no more than two (2) consecutive terms, whether full or partial, elected or selected, without becoming ineligible to serve for a period of at least one (1) year.

**Section 3: Removal.** Any Director may be removed from the Board, with or without cause, by an affirmative vote of one-fourth (1/4) of the members of the Association at a special meeting called for this purpose or at an annual meeting, provided that written notice is given to the members at least fifteen (15) days prior to the meeting. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**Section 4: Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5: 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 VI**

### **NOMINATION AND ELECTION OF DIRECTORS**

**Section 1: Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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 no less than the number of vacancies that are to be filled. Nominations in addition to those made by Nominating Committee may also be filed with the Executive Director or designee, no later than five (5) days prior to the annual meeting. All nominations may be made from among members or non-members.

**Section 2: Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII**

### **MEETINGS OF DIRECTORS**

**Section 1: Regular Meetings.** Regular Meetings of the Board of Directors shall be held monthly, at such place and hour as may be fixed from time to time by 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.

**Section 4: Open Meetings.** All members shall be permitted to attend and listen to the deliberations and proceedings of all meetings of the Board of Directors, except that the Board of Directors may hold an executive session to discuss and consider personnel matters, legal advice from its counsel, pending or contemplated litigation, and other specific matters, provided that the Board of Directors by vote of a majority of all the Directors present, declares of record the specific reason or reasons that the discussion and consideration of such matters in open session would be contrary to the best interests of the Association.

**Section 5: Notice.** Notice of meetings and agenda item(s) of the Board of Directors shall be posted and made available to members of the Association at least twenty-four (24) hours prior to each meeting.

## **ARTICLE VIII**

### **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 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 right to use of the Recreational Facilities and Common Areas of a member during any period in which such member shall be more than thirty (30) days delinquent in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period of 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, the Articles of Incorporation, 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;
- (f) charge reasonable admission and other fees for the use of any Recreational Facility of the Association, provided that the amount of the fee is first approved by the members at an annual meeting or special meeting called for this purpose. All such fees must be expended on Recreational Facilities.
- (g) charge reasonable fee(s) for the use of the Associations recreational vehicle storage facility, provided that notification of consideration of such fee(s) shall be given to the members at least thirty (30) days prior to a vote by the Board of Directors. All such fees must be expended on the recreational vehicle storage facility.

**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, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (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 Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and;
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.
- (h) adopt a balanced budget at the beginning of each fiscal year.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

**Section 1: Enumeration of Officers.** The officers of this Association shall be a president and a vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such 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 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 such 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 an any later time 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.** No person shall simultaneously hold more than one of any of the Board 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:

- (a) **PRESIDENT** – 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 and shall exercise and discharge such other duties as may be required of him by the Board.
- (b) **VICE-PRESIDENT** – The 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.
- (c) **SECRETARY** – The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of 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 address, and shall perform such other duties as required by the Board.
- (d) **TREASURER** – 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 presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association, except personnel records of the Association and individual member files, shall at all times, during reasonable business hours, be subject to inspection by any member. Personnel records and individual member files may be reviewed by any member upon presentation of the notarized written permission of the employee or individual member. The Board of Directors shall have access to all association records and files when necessary for performance of their duties. The Declaration, the Articles of Incorporation 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 reasonable costs.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. A late fee of five dollars (\$5.00) shall be charged on all assessments which are more than thirty (30) days delinquent. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: **BELLAIR ASSOCIATION FOR PARKS AND RECREATION.**

**ARTICLE XIII  
AMENDMENTS**

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

**Section 2:** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV  
FISCAL YEAR**

The Fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

AS REVISED APRIL 20, 1987 AND MAY 12, 1987

**BELLAIR ASSOCIATION FOR PARKS AND RECREATION  
ARCHITECTURAL CONTROL COMMITTEE POLICIES  
FOR ALTERATIONS TO HOMEOWNER'S PROPERTY**

*The requirements, objectives, standards and procedures contained in the Architectural Control Committee Policies are intended to establish and maintain a harmonious community image for Bellair Association. **PRIOR APPROVAL FOR ALL ARCHITECTURAL CHANGES TO A SITE OR BUILDING EXTERIOR OF A RESIDENTIAL PROPERTY IS REQUIRED FROM THE ARCHITECTURAL CONTROL COMMITTEE.** Residents with proposed changes must contact the Bellair Association office to obtain the required submittal documentation (the Architectural Change Request form).*

*No new construction or remodeling, including changes in exterior color, is to occur without prior approval of the Architectural Control Committee. It is the homeowners responsibility to ensure that any proposed construction is coordinated with, and where applicable, approved by any other local agencies, such as the City of Phoenix. The Association and/or Architectural Control Committee assume no responsibility for obtaining approvals or permits for such changes.*

*Please note: Not every architectural issue is addressed in these Architectural Control Committee Policies. If you are uncertain whether a particular improvement will require Architectural Control Committee approval, please contact the Association office.*

### **HOUSE ADDITIONS**

**ROOFLINES** The roofline on all additions to the original house shall be constructed as follows:

Enclosed Additions The roof style for any enclosed addition shall be consistent with the style of the roof over the original house. For example, if the original house has a gable roof, the addition shall have a gable roof; if the original house has a hip roof, the addition shall have a hip roof. Requests involving certain house floor plans may require individual recommendations by the Architectural Control Committee regarding the style of the roof. All roofing materials shall be the same type and color as used on the original house.

Patios The roof type on any patio, screened patio, Arizona Room (partially enclosed room), or other similar additions whose roof extends from the original house may be a sloped flat roof similar to the type used by the builder on original patio roofs. Patios which are enclosed shall have a roof style as described above under "Enclosed Additions".

### **WALL MATERIALS**

Enclosed Additions The walls of enclosed additions shall present a uniform appearance with the original house walls to which they attach. This uniform appearance can be accomplished by using the same materials as used in the original house walls or by covering both the addition walls and the original house walls with a stucco or similar material.

Patios Wall materials of screened patios, Arizona rooms or similar additions shall present a finished appearance and be in harmony with the existing house.

Exterior Colors The finish coat of paint/stain shall be the same color(s) as the existing house color(s).

## CONVERSION OF CARPORT TO GARAGE

In all cases of a carport conversion to a garage, every attempt shall be made to maintain uniformity with the original house in terms of appearance, color and materials. The conversion shall use the original carport roof.

**Front Elevation Wall Materials** The wall of the front elevation of the garage shall continue the theme of the front elevation of the house in terms of design, materials and color.

**Garage Door** The garage door shall open vertically and shall be of equal or higher quality than the wood or metal garage doors installed by Continental Homes.

**Outer Side Wall Material** (Refer to Figure 1) The new outer side wall "C" of the garage shall match the color of the existing abutting wall "B" and, as a minimum, shall be constructed of materials that provide the same exterior appearance as original carport wall "A". The use of materials identical to those used in the abutting wall "B" of the house is encouraged.

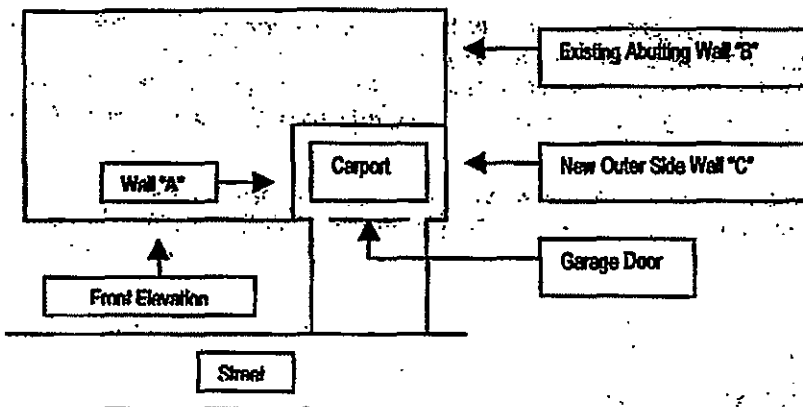


Figure 1 - Carport to Garage Conversion

## CONVERSION OF CARPORT OR GARAGE TO ROOM ENCLOSURE

The conversion of a carport or garage to uses other than for vehicle parking is regulated by City of Phoenix zoning ordinances. In Bellair, two parking spaces are required which may not be located in a front yard. Said parking spaces must be accessible over a concrete driveway. If a homeowner can meet the zoning and CC&R requirements on his property for such a conversion, the plans shall be submitted to the Architectural Control Committee for approval.

## PAINING

The color of paint used on the exterior of each structure in the community shall be approved by the Architectural Control Committee.

## CHIMNEYS

Chimneys shall be either masonry construction painted to match adjacent painted surfaces, or a prefabricated metal chimney enclosed above the roof in an appropriately painted housing made of wood, hardboard, block or metal. The housing shall conform in shape to similar housing on homes built by Continental Homes in Bellair. Requests for exposed metal chimneys will not be approved.

## ROOF TURBINE VENTILATORS

Roof turbine ventilators should be installed on the rear or least visible roof slope when viewed from the street in front of the house.

## EVAPORATIVE COOLERS

Evaporative coolers shall be installed on the rear or least visible roof slope when viewed from the street in front of the house.

## SOLAR PANELS

Solar panels should be installed on the rear or least visible roof slope when viewed from the street in front of the house. Alternate locations will be considered by the Committee where solar efficiency would be impaired by a rear roof slope location. Solar plumbing on the exterior of a house wall shall be painted to match the existing house color.

## STORAGE BUILDINGS

All storage buildings are subject to the following criteria:

Maximum Height Eight (8) feet above the finished grade.

Maximum Size One hundred twenty (120) square feet.

Location In fenced rear or side yard as allowed by City of Phoenix zoning ordinance – a minimum of six (6) feet between house and storage building.

Color In harmony with house colors. Unpainted or unstained finishes are not acceptable.

## GAZEBOS AND RAMADAS

All ramadas, gazebos, and similar types of open structures shall be constructed in fenced rear yards only and shall not exceed ten (10) feet in height measured from the ground. All such structures shall be painted/stained in harmony with the house color(s). Floor plan area shall not exceed one hundred twenty (120) square feet. One such structure per household.

Roofs shall either be covered with custom materials (e.g. clay tile, wood shakes, etc.) or be an open Ramada style. The upper half of the sides shall be free of solid paneling.

## OTHER BUILDINGS

Detached (free-standing) buildings upon a homeowner's property shall not exceed one hundred twenty (120) square feet in total floor plan area and shall conform to the height, location and color requirements of Storage Buildings.

## PLAYHOUSES / ANIMAL PENS

All playhouses and animal pens are subject to the following criteria:

Maximum Height Not to exceed eleven (11) feet above the finished grade.

Location In fenced rear or side yard as allowed by City of Phoenix zoning ordinance.

Maximum Size Sixty (60) square feet.

Color In harmony with house colors. Unpainted or unstained finishes are unacceptable.

## FENCES / WALLS

All fences, of any type, in the development that become worn or damaged beyond repair, as determined by the CC&R Committee, must be replaced at the sole expense of the homeowner. Replacement fences must be a concrete block fence constructed of four inch (4") thick block and conform to all City of Phoenix zoning requirements, as well as the original concrete block fences within the community.

Restoration Any fence removed to facilitate yard access or damaged by accident, etc., shall be restored to the original condition. The color of mortar, fence blocks and concrete fence panels shall match the original construction.

Fence Materials The materials used in any new, extension, or relocation of a rear or side yard fence shall match the masonry block or concrete panel fences originally installed in the community by Continental Homes.

Gates Gates shall be constructed with vertical lumber as the exterior surface when viewed from the street. Gates shall be painted/stained in harmony with other gates in the community. Gates shall not be permitted where common grounds of the Bellair Association must be crossed for access to a homeowner's property.

**Front Yard Fences / Walls** All front yard fences and walls shall not exceed three (3) feet in height (City of Phoenix zoning ordinance), and shall be constructed to harmonize with colors and materials of the house or landscape theme. "Chain link" fences shall NOT be permitted.

**Painting** Painting of outside walls of block fences requires prior approval from the Architectural Control Committee.

### BASKETBALL BACKBOARDS

Basketball backboards are subject to the following:

**Location** Backboards in front, side or rear yards shall be installed on the house or on a separate support pole.

**Color** The visible face of the backboard shall be painted either white or in harmony with the house colors. All support brackets/braces shall be painted to match the house or trim color.

### EXTERIOR YARD LIGHTING

Exterior yard lighting fixtures shall be attached directly to the house or other approved structures. The lighting shall be aimed or controlled such that all of the light is contained upon the homeowner's property as required by City of Phoenix zoning ordinance. Free standing poles which support yard lighting fixtures shall not exceed six (6) feet in height.

This policy does not apply to low voltage decorative lighting that is located at or near ground level.

### SATELLITE RECEIVERS

Receiver installations for the reception of electronic signals from satellites shall not extend over one (1) foot above the fence height and shall be located in fenced rear or side yards only.

### DRIVEWAY WIDENING

All driveway widening shall conform to the following:

**Front Door or Front Yard Side of Driveway.** The widening shall not exceed four (4) feet (or an average of four (4) feet for triangular shapes) beyond the edge of the original driveway.

**Garage or Side Yard Side of Driveway.** The widening shall not exceed eight (8) feet (or an average of eight (8) feet for triangular shapes) beyond the edge of the original driveway.

**Curved or Unusual Driveways.** Requests to widen original driveways that are curved or have unusual geometric alignments will be considered on an individual basis by the Committee.

**Materials.** Materials used in driveway widening shall match the original driveway.

### UNSPECIFIED PROJECTS

These policies are not all inclusive of projects requiring the approval of the Bellair Architectural Control Committee. Every homeowner must have the written approval of the Committee prior to performing all alterations to the exterior of their property as required by the Covenants, Conditions and Restrictions (CC&Rs) of the Bellair Association.

## **TIME LIMITATIONS FOR ALTERATION PROJECTS**

The following time limitations shall apply to alteration projects involving Bellair property.

Major Projects: Six (6) months from start to completion of the exterior visible portions.

Minor Projects: Ninety (90) days from start to completion of all portions of the project which are visible to neighboring properties.

Disapproved Projects which have been started and/or completed without the written approval of the Bellair Architectural Control Committee shall have sixty (60) days from the date of notice to bring the project into compliance.

## **APPEAL**

Each homeowner shall have the right to appeal a decision by the Bellair Architectural Control Committee regarding an application by the homeowner for an alteration of the homeowner's property. The appeal shall be made in writing to the Bellair Association Board of Directors within ten (10) days of the receipt of the written decision from the Architectural Control Committee. Final action on the matter by the Board shall be within sixty (60) days after the appeal is filed.

## **JURISDICTION**

All additions, alterations and repairs to a homeowner's property, shall comply with all of the requirements of the Bellair Association CC&Rs and these policies except as specifically provided by local, state and federal agencies having jurisdiction through adopted building and zoning ordinances.

Where there is a conflict between a provision of the Bellair Association CC&Rs or policies and a specific ordinance, the more restrictive provision shall be applicable.

## BELLAIR MAINTENANCE RULES

*These maintenance rules for the Bellair Association are promulgated under the provisions of the Covenants, Conditions and Restrictions of the Bellair Association and are NOT all-inclusive. Landscaping - Single Family Dwellings, Townhouses and Common Areas.*

### General

1. The front, back and side yards of each lot will be landscaped with grass, rock, or other suitable materials to sufficiently and completely cover any bare earth.
2. Landscaping will present an acceptable appearance, e.g., grass maintained, stones contained, bushes trimmed, etc.
3. Landscaped areas consisting of gravel, rock, cinders or granite will be kept free of grass and weeds.
4. Grass along sidewalks, driveways, borders, etc., will be edged as necessary to prevent the growth of grass onto these areas.
5. Trash (e.g. paper, tumbleweeds, fallen leaves, rotting fruit, etc.) will not be allowed to accumulate in the front, back or side yard of any lot.
6. Vegetation upon lots will not obstruct traffic visibility and will not interfere with the use of or passage through common areas.
7. Dead plants, trees, etc., will be removed.
8. Vehicles will not be parked upon any front or side lawn or landscaped area.

### Grass Landscaping

1. Lawns will be mowed as necessary to prevent grass from exceeding six (6) inches in height.
2. Grass clippings will not be left or dumped on streets, sidewalks, or common areas.

### Dry Landscaping

1. Landscape materials will be contained upon the homeowner's property.
2. Landscape patterns created by materials of different colors and separated by dividers will be maintained.

### Painting

1. Peeling or otherwise unsightly painted surfaces will be repainted.
2. Rust will be painted when visible on large portions of metal surfaces (fences, cooling/heating units, etc.).

### Miscellaneous

1. Broken window glass will be replaced.
2. Damaged masonry will be repaired.
3. Roofing materials and surfaces will be repaired as damage occurs or other major deterioration becomes visible.
4. Evaporative coolers will be maintained to prevent water stains on roof materials.

### Sale of Property

Any violation(s) of the Covenants, Conditions, and Restrictions (CC&Rs) existing on the property are reported to the title company at the time of the sale. Seller(s) are held responsible for remedying those violation(s).