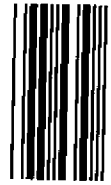


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WHEN RECORDED RETURN TO:

W. Scott Schirmer Investment Co.
1300 N. McClintock Drive
Chandler, AZ 85224

OF
MARI

HELEN PURCELL

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TRANSAMERICA TITLE INS. CO.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILD TREE

THIS Declaration of Covenants, Conditions and Restrictions (hereinafter termed the "Declaration") is made on this 8th day of April, 1994, by Schirmer Management and Development, Inc., an Arizona corporation, (hereinafter sometimes termed "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of the real property located in Chandler, Arizona, which is described on Exhibit A attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of said real property (hereinafter sometimes referred to as Wild Tree) shall be held, sold, conveyed, encumbered, used and improved subject to the easements, restrictions, covenants, and conditions contained in this Declaration, as amended or modified from time to time, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property, and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof, provided, however, property, if any, which is dedicated to the public or a governmental entity for public purposes shall not be subject to this Declaration while owned by the public or governmental entity, although restrictions imposed in this Declaration upon the Owners concerning the use and maintenance of such public areas shall at all times apply to the Owners. This Declaration is declared to be in furtherance of a general plan for the development, improvement and sale of the Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every portion thereof.

ARTICLE 1

DEFINITIONS

Section 1.1. "Annexable Property" shall mean the real property located in Maricopa County, Arizona, which is described on Exhibit B attached to this Declaration, together with all buildings and other Improvements located thereon and all easements, rights and privileges appurtenant thereto.

Section 1.2. "Architectural Committee" shall mean the committee established by the Board pursuant to Section 2.4 of this Declaration.

Section 1.3. "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee, as said rules may be amended from time to time.

Section 1.4. "Articles" shall mean the Articles of Incorporation of the Association which have been, or will be, filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

Section 1.5. "Association" shall mean "Wild Tree Homeowners Association", an Arizona nonprofit corporation, its successors and assigns.

Section 1.6. "Association ^{Unofficial Document} Rules" shall mean the rules and regulations adopted by the Association, as the same may be amended from time to time.

Section 1.7. "Assurances" shall mean the assurances, restrictions, covenants, conditions, reservations, easements, servitudes, assessments, liens, charges and development standards set forth herein.

Section 1.8. "Board" shall mean the Board of Directors of the Association.

Section 1.9. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 1.10. "Common Area" shall mean all real property, and all Improvements located thereon, owned by the Association for the common use and enjoyment of the Members.

Section 1.11. "Declarant" shall mean Schirmer Management and Development, Inc. and its successors, and any person or entity to whom it may expressly assign its rights under this Declaration.

Section 1.12. "Declaration" shall mean this instrument and the covenants, conditions and restrictions herein set forth, as the same may from time to time be amended.

Section 1.13. "First Mortgage" shall mean and refer to any mortgage, deed of trust or agreement for sale made in good faith for value and duly executed and recorded so as to create a lien that is prior to the lien of any other mortgage, deed of trust or agreement for sale.

Section 1.14. "First Mortgagee" shall mean and refer to the holder of any First Mortgage.

Section 1.15. "Improvement" shall mean buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping of every type and kind.

Section 1.16. "Lot" shall mean any parcel of real property designated as a Lot on the Plat.

Section 1.17. "Member" shall mean any natural person, corporation, partnership, joint venture, limited liability company, trust, association or other legal entity who is an Owner of a Lot or Parcel within the Property.

Section 1.18. "Owner" shall mean the record Owner, whether one or more persons or entities, ^{Unofficial Document} or beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot or Parcel. Owner shall not include: (i) the Purchaser of a Lot or Parcel under an executory contract for the sale of real property, (ii) First Mortgagees or other persons or entities having an interest in a Lot or Parcel merely as security for the performance of an obligation, or (iii) a lessee or tenant of a Lot or Parcel. In the case of Lots and Parcels, the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the Trustor shall be deemed to be the Owner. In the case of Lots and Parcels, the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust shall be deemed to be the Owner.

Section 1.19. "Parcel" shall mean an area of real property limited by a Tract Declaration to a specific Land Use Classification, except that with respect to an area with a Single Family Residential Use Classification, such area shall cease to be a Parcel upon Recordation of a subdivision plat or other instrument creating Lots and related amenities. Lots, Tracts designated as such on a Recorded subdivision plat, and Common Area are not Parcels. In the case of staged developments, the term "Parcel" shall include areas not yet included in a subdivision plat.

Section 1.20. "Plat" shall mean the Plat of survey of Wild Tree, which Plat is recorded with the County Recorder of Maricopa County, Arizona, as the same may be amended in accordance with applicable law.

Section 1.21. "Project Documents" shall mean this Declaration and the Articles, Bylaws, Association Rules, and Architectural Committee Rules.

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

Section 1.23. "Purchaser" shall mean any person other than the Declarant who by means of a voluntary or involuntary transfer acquires a legal or equitable interest in a Lot or Parcel other than: (a) a leasehold interest (including renewable options) of less than five (5) years; or (b) as security for an obligation.

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

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

Section 1.26. "Sub-Developer" shall mean a home builder or developer acquiring a Sub-Developer Parcel from Declarant.

Section 1.27. "Sub-Developer Parcel" shall mean two (2) or more Lots or Parcels acquired by a Sub-Developer.

Section 1.28. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is, or would be, visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

THE ASSOCIATION

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

objectives and purposes of the Association as set forth in this Declaration.

Section 2.2. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint, in accordance with the Articles and the Bylaws.

Section 2.3. Association Rules. By action of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations. The Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee, or lessee of such Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be available for inspection by the Members at reasonable times and may be recorded. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. The Board shall have the right to impose fines and penalties for violations of this Declaration and the rules after written notice thereof to the Owner and, upon written request, a reasonable opportunity to be heard by the Board. If such fines or penalties are not paid within fifteen (15) days after written notice to the Owner in violation, the fines or penalties shall become a lien on the Residence of the Owner and be enforceable as any other lien created by Article 5. The fines and penalties shall be in the amount of \$100.00 for each offense, or such other amount as the Board may determine and prescribe in a schedule adopted by the Board. Each occasion of violation and each day during which such violation continues shall be deemed a separate offense subject to a separate and additional fine and penalty.

Section 2.4. Architectural Committee.

2.4.1. Establishment. The Board shall establish an Architectural Committee consisting of not less than three (3) members appointed by the Board to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration, the Bylaws or the Board. None of such members shall be required to be an Owner, an architect or to meet any other particular qualifications for membership. No Improvement of any kind may be made on any Lot or Parcel without prior approval from the Architectural Committee and no change to an Improvement previously approved by the Architectural Committee may be made without prior written approval of the Architectural Committee.

2.4.2. Rules. Architectural Committee Rules may be adopted and amended, from time to time. The Architectural

Committee Rules shall interpret and implement this Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, walls, landscaping, color schemes, exterior finishes and materials and other features which are recommended for use in the Property.

2.4.3. **Waiver.** The approval or disapproval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee shall be in writing and shall not be deemed to constitute a waiver of any right to approve or withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

2.4.4. **Liability.** Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other Person, for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any plans, drawings, or specifications, whether or not effective; the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; the development of any property within Wild Tree; or the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member of the Committee, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting ^{Unofficial Document} the generality of any of the foregoing provisions, the Architectural Committee, or any member thereof, may but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee. The Architectural Committee shall not be deemed to have approved or disapproved any proposal unless in writing. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed to be, a representation or warranty that said plans and specifications comply with applicable governmental ordinances or regulations including, without limitation, zoning ordinances or building codes, and neither the Architectural Committee or any member thereof, the Association, the Board, nor Declarant, assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

Section 2.5. **Sub-Associations.** In the event it is determined that a sub-association should be formed, formation of said sub-association must be approved by the Board of Directors of the Wild Tree Homeowners Association. Sub-association documents are subject to this Declaration and in the case of a conflict, this Declaration shall prevail. Members of the sub-association are subject to approval procedures and requirements of the Wild Tree Homeowners Association in addition to those of the sub-association.

Section 2.6. No Personal Liability. No Director, member of any Committee of the Association, officer of the Association,, compensated or voluntary manager, or employee or agent of the Association shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager or any other representative or employee of the Association, the Architectural Committee, any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct. Officers and Directors of the Association shall be indemnified against personal liability for acts or omissions in the manner set forth in the Articles.

ARTICLE 3

MEMBERSHIP

Section 3.1. Identity of Members. Membership in the Association shall be limited to Owners of Lots and Parcels. An Owner of a Lot or Parcel shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

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Section 3.2. Transfer of Membership. Membership in the Association shall be appurtenant to each Lot and Parcel and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the conveyance of a Lot or Parcel and then only to the Purchaser thereof, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association.

ARTICLE 4

VOTING RIGHTS

Section 4.1. Classes of Members. Members shall be entitled to vote to elect all members of the Board of Directors as provided in the Bylaws and, additionally, shall be entitled to vote on any other matter described in the Declaration, the Articles, or the Bylaws as requiring the vote of Members. For purposes of voting, the Members of the Association shall be divided into two (2) classes of voting membership:

Class A. Class A Members shall be all Owners of Lots and Parcels, with the exception of the Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. Voting rights and memberships for Parcels shall be determined by the appropriate Tract Declaration.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Class A vote outstanding for as long as there is a Class B membership. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) The date upon which the Declarant no longer owns any Property within Wild Tree; or

(b) When the Declarant notifies the Association in writing that it relinquishes its Class B membership; or

(c) January 1, 2002.

Section 4.2. Joint Ownership. When more than one (1) person is the Owner of any Lot or Parcel, all such persons shall be Members. The vote or votes for such Lot or Parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) ballot be cast with respect to any Lot. The vote or votes for each such Lot or Parcel must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event more than one (1) ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void

Section 4.3. Corporate Ownership. In the event any Lot or Parcel is owned by a corporation, partnership or other association, the corporation, partnership or association shall be a Member and shall designate in writing at the time of acquisition of the Lot or Parcel an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, the chief executive officer, if any, of such corporation or association or any general partner of such partnership, shall have the power to vote the membership, and if there is no chief executive officer or general partner, then the Board of Directors may designate who shall have the power to vote the membership.

Section 4.4. Suspension of Voting Rights. In the event any Owner is in arrears in the payment of any assessments or other

amounts due under any of the provisions of the Project Documents, or shall otherwise be in default or breach of any of the other terms or provisions of the Project Documents, for a period of fifteen (15) days, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including attorneys' fees, are brought current, and all other defaults cured.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and Parcel, within the Property hereby covenants, and each Owner of a Lot or Parcel by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot or Parcel, is deemed to covenant and agree to pay to the Association: (1) annual assessments, (2) supplemental assessments, and (3) special assessments for capital improvements. Assessments shall be established and collected as hereafter provided. The annual, supplemental, and special assessments, together with costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot and Parcel against which each such assessment is made. Each such assessment, together with costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot or Parcel at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them, although the lien shall continue irrespective of a change in ownership.

Section 5.2. Purpose of the Assessments. The assessments levied by the Association shall be used exclusively for the upkeep, maintenance, and improvement of the Common Area and such portions of the Lots and Parcels and such portions of the Improvements located thereon, as the Association is obligated to maintain under Article 9 of this Declaration, and for promoting the recreation, health, safety and welfare of the Owners and residents of Lots and Parcels within the Property.

Section 5.3. Maximum Annual Assessment

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual assessment for each Lot shall be Two Hundred Sixty-Four Dollars (\$264.00).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the Board may, without a vote of the membership, increase the maximum annual

assessment during each fiscal year of the Association by (i) an amount proportional to the amount of increase during the prior fiscal year in the Consumer Price Index for All Urban Consumers (All Items), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100), or in the event said index ceases to be published, by any successor index recommended as a substitute therefor by the United States government; or (ii) five percent (5%), whichever is greater.

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

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

Section 5.4. Supplemental Assessments. In the event the Board shall determine that its funds budgeted or available in any fiscal year are, or will become, inadequate to meet all expenses of the Association, for any reason, including, without limitation, nonpayment of assessments ^{Unofficial Document} by the Members, the Board shall immediately determine the approximate amount of such deficit for such fiscal year, prepare a supplemental budget, determine the amount of such deficit for such fiscal year, and levy a supplemental assessment against each Lot and Parcel in such amount as the Board deems necessary in order to obtain the amount of such deficit. Notice of any such supplemental assessment shall be given to each Owner. The supplemental assessment shall be paid on such dates, and in such installments, as may be determined by the Board. No supplemental assessment shall be levied by the Board until such assessment has been approved by Declarant (while Class B membership exists) and by Class A Members entitled to cast at least two-thirds (2/3) of the votes entitled to be cast by Class A Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5.5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement located in or constituting a part of the Common Area, including fixtures and personal property related thereto, or for any other lawful Association purpose provided that any such assessment shall have the assent of Declarant (while Class

B membership exists) and by Class A Members having at least two-thirds (2/3) of the votes entitled to be cast by Class A Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5.6. Notice and Quorum for Any Action Authorized Under Sections 5.3, 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3, 5.4 or 5.5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum for each class of Members at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. While Class B membership exists, the quorum requirements described above shall apply to each class, and a quorum shall not exist for a meeting unless a quorum of each class is present.

Section 5.7. Uniform Rate of Assessment . Annual, supplemental, and special assessments must be fixed at a uniform rate for all Lots and Parcels. However, so long as there is a Class B membership, Declarant shall not be subject to assessments for Lots not sold to individual ^{Unofficial Document} Purchasers, but instead shall be required to pay the difference between actual operating costs for the Association and all income from assessments and other sources. When the Class B membership ceases as prescribed in Article 4, Section 4.1, Declarant shall become a Class A Member and will be subject to assessment for each Lot or Parcel owned by Declarant; provided, however, notwithstanding anything to the contrary contained herein, Declarant shall pay only twenty-five percent (25%) of the full assessment amount until such time as the Lot or Parcel is conveyed by Declarant to an individual Owner or is occupied, whichever occurs sooner. The one hundred percent (100%) assessment permanently attaches upon initial occupancy regardless of its state of occupancy thereafter.

Section 5.8. Builder Assessment Rate. In the case of a builder, who for purposes of this Section shall mean a person or entity who purchases more than one Lot from the Declarant for the express intent of building homes to be sold as a business enterprise, by such builder shall pay twenty-five percent (25%) of the full assessment amount until the earlier of the following: a) when the home is completed, or b) six (6) months after purchase of Lot(s) from Declarant. After the earlier of these aforementioned events, the assessment shall be permanently set at one hundred percent (100%) regardless of the state of occupancy of such Lot(s) thereafter.

Section 5.9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots and Parcels on the first day of the month following the conveyance of the first Lot to a Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board may require that the annual assessment be paid in installments and in such event the Board shall establish the due dates for each installment. 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 or Parcel have been paid.

Section 5.10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment, or any installment of an assessment, not paid within fifteen (15) days after the assessment, or the installment of the assessment, first became due, shall bear a monthly late charge to be set by the Board. Any assessment, or any installment of an assessment, which is delinquent shall become a continuing lien on the Lot or Parcel against which such assessment was made. The lien shall be perfected by the recording of a "Notice of Claim of Lien" which shall set forth (1) the name of the delinquent Owner as shown on the records of the Association, (2) legal description, street address and number of the Lot against which the lien is made, (3) the amount claimed as of the date of the recording of the notice including lien recording fees, interest and reasonable attorneys' fees, and (4) the name and address of the Association. The Association's lien shall have priority over all liens or claims created subsequent to the recording of the Notice of Claim of Lien except for tax liens for real property taxes on the Lot or Parcel, assessments on any Lot or Parcel in favor of any municipal or other governmental body and the liens which are specifically described in Section 5.11 of this Declaration.

Before recording a lien against any Lot or Parcel, the Association shall make a written demand to the defaulting Owner for payment of the delinquent assessments, together with interest and reasonable attorneys' fees, if any. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or at any time following such demand that such delinquency is at least thirty (30) days past due, the Association may proceed with recording a Notice of Claim of Lien against the Lot or Parcel of the defaulting Owner. The Association shall not be obligated to release any lien recorded pursuant to this Section until all delinquent assessments, lien fees, interest and

reasonable attorneys' fees have been paid in full whether or not all of such amounts are set forth in the Notice of Claim of Lien.

The Association shall have the right, at its option, to enforce collection of any delinquent assessments together with lien fees, late fees, reasonable attorneys' fees and any other sums due to the Association in any manner allowed by law including, but not limited to (a) bringing an action at law against the Owner personally obligated to pay the delinquent assessments and such action may be brought without waiving any lien securing any such delinquent assessments, or (b) bringing an action to foreclose its lien against the Lot or Parcel in the manner provided by law for the foreclosure of a realty mortgage (including the right, if applicable, to recover a deficiency). The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lot(s) or Parcel(s) purchased at such sale. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest at the Default Rate, and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Residence, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 5.11. Subordination of the Lien to Mortgages. The lien for the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Parcel pursuant to judicial or nonjudicial foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No such sale or transfer shall, however, relieve such Lot or Parcel from liability for any assessments thereafter becoming due or from the lien thereof. No sale or transfer whatsoever shall relieve the previous Owner from personal liability for assessments or charges that become due while such Owner held title.

Section 5.12. No Exemption of Owner. No Owner of a Lot or Parcel may exempt himself from liability for annual, supplemental, or special assessments levied against his Lot or Parcel or for other amounts which he may owe to the Association under the Project Documents by waiver or non-use of any of the Common Area and facilities, or by the abandonment of his Lot or Parcel.

ARTICLE 6

PERMITTED USES AND RESTRICTIONS

Section 6.1. Land Use Classifications. As a portion of Wild Tree is readied or development, any number of Land Use Classifications, including any number of subclassifications thereof for any special uses, shall be fixed by Declarant in a Tract Declaration for such portion of Wild Tree, which Tract Declaration may be Recorded at such time as such property is conveyed by deed or, if retained by Declarant, at such time as Declarant begins development thereof. Each Recorded Tract Declaration shall be construed as a supplement to this Declaration and fully a part hereof as if all of the provisions thereof were set forth herein. The Land Use Classifications established by a Tract Declaration shall not be changed except as specifically permitted by this Declaration. The contemplated Land Use Classifications are as follows:

- a) Single Family Residential Use.
- b) Multi-Family Residential Use.
- c) Apartment Development Use.
- d) Condominium Development Use.
- e) Commercial Office Use.
- f) Shopping Center Use.
- g) General Commercial Use.

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Unless otherwise specifically provided in this Declaration and subject to applicable zoning laws, the definitions and characteristics of such Land Use Classifications, and specific permitted and prohibited uses of real property in such Land use Classifications, shall be determined in the respective Recorded Tract Declaration. Assessment responsibility shall be set forth in the applicable Recorded Tract Declarations for those Parcels which have not been subdivided into Lots.

Section 6.2. Residential Use. All Lots shall be used, improved, and devoted exclusively to Single Family Residential use. No gainful occupation, profession, trade, business or other nonresidential use shall be conducted on any Lot. No Residence shall be leased or rented for a term of less than six (6) months. Nothing herein shall be deemed to prevent the leasing of a Lot to a Single Family from time to time by the Owner thereof, subject to all of the provisions of the Project Documents. Any Owner who leases his Lot shall promptly notify the Association and shall advise the Association of the term of the lease and the name of each lessee. All buildings or structures erected upon the Property shall be of new construction and no buildings or structures shall be moved from other locations onto the Property without the prior written approval of the Architectural Committee.

Section 6.2. Animals. No animals, reptiles, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or Parcel and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Household pets shall be restrained by fence, cage or leash at all times and shall not be allowed to commit a trespass or to eliminate excrement upon the Common Area or other Residences. Owners shall be liable for any and all damage to property and injury to persons, animals, fish and fowl (domestic and wildlife), caused by their household pets. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, the Board shall determine whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable to the same extent as other restrictions contained in this Declaration.

Section 6.3. Antennas. No antenna, satellite dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property, whether attached to a building or structure or otherwise, without prior written approval by the Architectural Committee.

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Section 6.4. Roof Mounted Equipment. No roof mounted equipment of any kind including, but not limited to, solar collectors, evaporative coolers, air conditioners, and ventilating systems shall be permitted without the written approval of the Architectural Committee.

Section 6.5. Utility Service. Except as approved in writing by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or Parcel unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incidental to the construction of buildings or structures approved by the Architectural Committee.

Section 6.6. Improvements and Alterations. No improvements, alterations, repairs, excavations, landscaping (except for such planting and landscaping as is installed in accordance with the initial construction of buildings on a Lot or Parcel or such planting or landscaping as is enclosed by a fence or wall) or other

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

Section 6.7. Temporary Occupancy. No trailer, motorhome, mobile home, prefabricated structure, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time, on any portion of the Property, for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

Section 6.8. Trailers and Motor Vehicles.^{Unofficial Document} No motor vehicle classed by manufacturer rating as exceeding 3/4-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street so as to be Visible From Neighboring Property; provided, however, that the provisions of this Section shall not apply to pickup trucks of 3/4-ton or less capacity with camper shells not exceeding seven (7) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are used on a regular and recurring basis for basic transportation.

Section 6.9. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Parcel, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except