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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HARMON RANCH

## TABLE OF CONTENTS

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HARMON RANCH

	Page
ARTICLE 1    DEFINITIONS	1
Section 1.1.    Annexable Property	1
Section 1.2.    Architectural Committee	1
Section 1.3.    Architectural Committee Rules	2
Section 1.4.    Articles	2
Section 1.5.    Association	2
Section 1.6.    Association Rules	2
Section 1.7.    Board	2
Section 1.8.    Bylaws	2
Section 1.9.    Common Area	2
Section 1.10.   Declarant	2
Section 1.11.   Declaration	2
Section 1.12.   First Mortgage	2
Section 1.13.   First Mortgagee	2
Section 1.14.   Improvement	2
Section 1.15.   Lot	2
Section 1.16.   Member <small style="margin-left: 2em;">Unofficial Document</small>	2
Section 1.17.   Owner	2
Section 1.18.   Parcel	3
Section 1.19.   Plat	3
Section 1.20.   Project Documents	3
Section 1.21.   Property or Project	3
Section 1.22.   Purchaser	3
Section 1.23.   Single Family	3
Section 1.24.   Single Family Residential Use	3
Section 1.25.   Tract Declaration	3
Section 1.26.   Visible From Neighboring Property	3
ARTICLE 2    THE ASSOCIATION	4
Section 2.1.    Rights, Powers, and Duties	4
Section 2.2.    Board of Directors and Officers	4
Section 2.3.    Association Rules	4
Section 2.4.    Architectural Committee	4
Section 2.5.    Sub-Associations	4
Section 2.6.    Interpretation	4
ARTICLE 3    MEMBERSHIP	5
Section 3.1.    Identity of Members	5

Section 3.2.	Transfer of Membership	5
ARTICLE 4	VOTING RIGHTS	5
Section 4.1.	Classes of Members	5
Section 4.2.	Joint Ownership	5
Section 4.3.	Corporate Ownership	6
Section 4.4.	Suspension of Voting Rights	6
ARTICLE 5	COVENANT FOR MAINTENANCE ASSESSMENTS	6
Section 5.1.	Creation of the Lien and Personal Obligation of Assessments	6
Section 5.2.	Purpose of the Assessments	6
Section 5.3.	Maximum Annual Assessment	7
Section 5.4.	Supplemental Assessments	7
Section 5.5.	Special Assessments	7
Section 5.6.	Notice and Quorum for Any Action Authorized Under Sections 5.3, 5.4 and 5.5	8
Section 5.7.	Uniform Rate of Assessment	8
Section 5.8.	Builder Assessment Rate	8
Section 5.9.	Date of Commencement of Annual Assessments; Due Dates	9
Section 5.10.	Effect of Nonpayment of Assessments; Remedies of the Association	9
Section 5.11.	Subordination of the Lien to Mortgages	10
Section 5.12.	Exemption of Owner	10
ARTICLE 6	PERMITTED USES AND RESTRICTIONS	10
Section 6.1.	Land Use Classifications	10
Section 6.2.	Residential Use	11
Section 6.3.	Animals	11
Section 6.4.	Antennas	11
Section 6.5.	Roof Mounted Equipment	11
Section 6.6.	Utility Service	11
Section 6.7.	Improvements and Alterations	12
Section 6.8.	Temporary Occupancy	12
Section 6.9.	Trailers and Motor Vehicles	12
Section 6.10.	Nuisances	13
Section 6.11.	Trash Containers and Collection	13
Section 6.12.	Clothes Drying Facilities	13
Section 6.13.	Machinery and Equipment	13
Section 6.14.	Restriction on Further Subdivision	13
Section 6.15.	Signs	13
Section 6.16.	Declarant's Exemption	13
Section 6.17.	Planting and Landscaping	14
Section 6.18.	Mineral Exploration	14

Section 6.19.	Diseases and Insects	14
Section 6.20.	Trash and Debris	14
Section 6.21.	Landscape Installation	14
<b>ARTICLE 7</b>	<b>EASEMENTS</b>	14
Section 7.1.	Utility Easement	14
Section 7.2.	Easement for Encroachments	14
Section 7.3.	Easements for Ingress and Egress	15
Section 7.4.	Association's Right of Entry	15
Section 7.5.	Association's Easement for Performing Maintenance Responsibilities	15
Section 7.6.	Use and Drainage Easements Among Owners	15
<b>ARTICLE 8</b>	<b>PROPERTY RIGHTS</b>	15
Section 8.1.	Owner's Easement of Enjoyment	15
Section 8.2.	Delegation of Use	16
Section 8.3.	Limitations	16
<b>ARTICLE 9</b>	<b>MAINTENANCE</b>	16
Section 9.1.	Maintenance of Common Area by the Association	16
Section 9.2.	Exterior Maintenance by Association	17
Section 9.3.	Maintenance of Owners	17
Section 9.4.	Damage or Destruction of Common Area by Owners	17
Section 9.5.	Nonperformance by Owners	17
<b>ARTICLE 10</b>	<b>PARTY WALLS</b>	18
Section 10.1.	Rights and Duties of Adjoining Owners	18
<b>ARTICLE 11</b>	<b>INSURANCE</b>	19
Section 11.1.	Scope of Coverage	19
Section 11.2.	Certificates of Insurance	19
Section 11.3.	Repair and Replacement of Damaged or Destroyed Property	19
Section 11.4.	Owner's Responsibility	19
<b>ARTICLE 12</b>	<b>GENERAL PROVISIONS</b>	19
Section 12.1.	Enforcement	20
Section 12.2.	Severability	20
Section 12.3.	Duration	20
Section 12.4.	Amendment by Owners	20
Section 12.5.	Amendment by Board	20
Section 12.6.	Violations and Nuisance	20
Section 12.7.	Violation of Law	20

Section 12.8.	Remedies Cumulative	21
Section 12.9.	Delivery of Notices and Documents	21
Section 12.10.	Binding Effect	21
Section 12.11.	Gender	21
Section 12.12.	Topic Headings	21
Section 12.13.	Survival of Liability	21
Section 12.14.	Construction	22
Section 12.15.	Joint and Several Liability	22
Section 12.16.	Attorneys' Fees	22
Section 12.17.	Declarant's Right to Use Similar Name	22

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WHEN RECORDED RETURN TO:  
W. Scott Schirmer Investment Co.  
1300 N. McClintock Drive  
Chandler, AZ 85224

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HARMON RANCH

THIS Declaration of Covenants, Conditions and Restrictions (hereinafter termed the "Declaration") is made on this 14<sup>th</sup> day of Dec, 1992, by TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust # 7268 (hereinafter sometimes termed "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is legal owner of record of real property situated within the County of Maricopa, State of Arizona, which real property is <sup>Unofficial Document</sup> recorded in Exhibit "A" attached hereto and made a part hereof;

NOW, THEREFORE, at the request and direction of the beneficiaries of Trust No. 7268, said beneficiaries also being the beneficial owners of the real property described in Exhibit "A", Declarant hereby declares that all of said real property (hereinafter sometimes referred to as Harmon Ranch) shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration which are for the purpose of protecting the value and desirability of, 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.

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 "Harmon Ranch Homeowners Association", an Arizona nonprofit corporation, its successors and assigns.

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

Section 1.7. "Board" shall mean the Board of Directors of the Association.

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

Section 1.9. "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 1.10. "Declarant" shall mean TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust No. 7268, its successors, and any person or entity to whom it may expressly assign its rights under this Declaration.

Section 1.11. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended.

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

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

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

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

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

Section 1.17. "Owner" shall mean the record Owner, whether one (1) or more persons or entities, of 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) 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 1.18. "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 1.19. "Plat" shall mean the Plat of survey of Harmon Ranch, which Plat is recorded with the County Recorder of Maricopa County, Arizona.

Section 1.20. "Project Documents" shall mean this Declaration and the Articles, Bylaws, Association Rules, and Architectural Committee Rules.

Section 1.21. "Property" or "Project" shall mean the real property described on Exhibit A attached to this Declaration.

Section 1.22. "Purchaser" shall mean any person other than the Declarant who by means of a voluntary 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 <sup>Unofficial Document</sup> obligation.

Section 1.23. "Single Family" shall mean a group of one (1) or more persons each related to the other by blood, marriage or legal adoption; or a group of persons not all so related, together with their domestic servants not to exceed three (3) in number, who maintain a common household in a dwelling.

Section 1.24. "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 1.25. "Tract Declaration" shall mean a declaration recorded pursuant to, and more particularly described in Section 6.1.

Section 1.26. "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 a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal 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. Upon adoption and recording with the County Recorder of Maricopa County, Arizona, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 2.4. Architectural Committee. 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. 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.

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 Harmon Ranch 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 Harmon Ranch Homeowners Association in addition to those of the sub-association.

Section 2.6. Interpretation. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles and/or Bylaws, the Declaration shall control.

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.

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 sale of a Lot or Parcel and then only to such Purchaser, 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. The Association shall have 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 either of the following events, whichever occurs earlier:

(a) Ninety days after the number of Class A votes attributable to Lots or Parcels which do not qualify for a reduced assessment under Article 5, Section 5.8 of this Declaration exceeds the number of Class B votes; 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, partnership or association shall have the power to vote the membership, and if there is no chief executive officer, then the Board of Directors or general partner of such corporation, partnership or association shall designate who shall have the power to vote 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 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 for a period not to exceed sixty (60) days for any infractions of the Project Documents and for successive sixty (60) day periods if the infraction has not been corrected.

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## 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 owned by it, 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. 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.

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 Sections 9.1 and 9.2 of this Declaration, and for promoting the recreation, health, safety and welfare of the Owners and residents of Lots 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 an amount proportional to the amount of increase during the prior fiscal year in the Consumer Price Index for All Urban Consumers (All Items), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1967 = 100), or in the event said index ceases to be published, by any successor index recommended as a substitute therefor by the United States government; or five (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 (a) above, only by a vote of Members entitled to cast at least two-thirds (2/3) of the votes Unofficial Document to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose, or by a two-thirds (2/3) majority of each class of vote as long as there is a Class B vote.

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

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 by the Members, it shall immediately determine the approximate amount of such inadequacies for such fiscal year, prepare a supplemental budget, determine the amount of such inadequacies for such fiscal year, and levy a supplemental assessment against each Lot and Parcel in such amount as the Board deems necessary in order to obtain the amount of such inadequacies. Notice of any such supplemental assessment shall be given to each Owner. The supplemental assessment shall be paid on such dates, and in such installments, as may be determined by the Board. No supplemental assessment shall be levied by the Board until such assessment has been approved by Members entitled to cast at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose, or a two-thirds (2/3) majority of each class as long as there is a Class B vote.

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 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 Members having at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose, or a two-thirds (2/3) majority of each class as long as there is a Class B vote.

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 at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7. Uniform Rate of Assessment. Annual, supplemental, and special assessments must be fixed at a uniform rate for all Lots and Parcels. Unofficial Document as long as there is a Class B membership, Declarant shall not be subject to assessments for Lots not sold to individual 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. Declarant shall pay 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, the assessment for each Lot owned by such builder shall be set at twenty-five percent (25%) until the earliest of the following:

- a) when the home is completed, or;
- b) six (6) months after purchase of Lot(s) from Declarant.

After the earliest of these aforementioned events, the assessment shall be permanently set at one hundred percent

(100%). The one hundred percent (100%) assessment permanently attaches upon initial occupancy regardless of its state of occupancy thereafter.

Section 5.9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot 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 of 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, (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, 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. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots or Parcel(s) purchased at such sale.

Section 5.11. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot 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 sale or transfer shall relieve such Lot or Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.12. 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 Unofficial Document owe to the Association under the Project Documents by waiver and 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 Harmon Ranch is readied for 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 Harmon Ranch, 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.

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 in areas designated by Tract Declaration for Single Family Residential Use shall be used, improved, and devoted exclusively to Single Family Residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot. 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 6.3 Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, the Board shall determine whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable to the same extent as other restrictions contained in this Declaration.

Section 6.4. 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.

Section 6.5. Roof Mounted Equipment. No roof mounted equipment of any kind including, but not limited to, solar collectors, evaporative coolers, air conditioners, and ventilating systems shall be permitted without the written approval of the Architectural Committee.

Section 6.6. Utility Service. Except as approved in



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

Section 6.7. 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 in area not maintained by the Association) 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 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 6.8. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time, on any portion of the Property, for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

Section 6.9. Trailers and Motor Vehicles. 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 bases for basic

transportation.

Section 6.10. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any such property.

Section 6.11. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. The Board shall have the right to require all Owners to place their garbage or trash containers at a specific location for collection, or to require all Owners to subscribe to a trash collection service. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot. No garbage or trash containers shall be kept or placed on any grass or other landscaped area.

Section 6.12. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any property so as to be Visible From Neighboring Property.

Section 6.13. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any property except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a residence, appurtenant structures, or other Improvements, and except that which Declarant or the Association may require for the operation and maintenance of the Property.

Section 6.14. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner without the prior written approval of the Board.

Section 6.15. Signs. No advertising signs will be permitted except one "For Rent" or "For Sale" per Lot, the size and specifications of which shall be determined by the Architectural Committee. No "For Rent" or "For Sale" signs or signs of any other nature may be attached to any perimeter or side Lot walls.

Section 6.16. Declarant's Exemption. Notwithstanding any other provision of the Project Documents, it shall be