

Marlborough  
at  
Dana Ranch

Community  
Association

# Dana Ranch Community Association

1350 S. Helms Mesa, Arizona 85204

We would like to take this opportunity to welcome you to the neighborhood. We hope you find living here an enjoyable experience, and the homeowners' association to be helpful and pleasant to work with.

**We have enclosed copies of the following for you:**

1. Covenants, Conditions, and Restrictions
2. Bylaws
3. Amendments to the Bylaws
4. Standards for construction and exterior appearance
5. A prior letter, outlining the application process for architectural changes
6. A copy of this year's budget.

We encourage you to read through them carefully. If you have any questions regarding the above-mentioned items, you may contact any board member listed below. We will be happy to assist you with any concerns.

**For your information and attention:**

- A. Annual dues are \$ \_\_\_\_\_ per year for each lot, to be paid January 1<sup>st</sup> each year.
- B. At the present time you have \_ \_ no outstanding balance. \_\_\_\_\_ Due immediately.
- C. The association does not have any common property and there is no insurance for such. We do not insure your home/property in any way.
- D. As the budget shows, we do not keep any reserve funds.
- E. At the present time you have \_ \_ no violations on your property. \_\_\_\_\_ The following violations:

- 
- F. The association board meets the 4<sup>th</sup> Thursday of every odd month @ 8:00 p.m. in Gary Hakes home. You may attend this meeting. If you have an agenda item, please call Gary by Monday of that week.

The purpose of our association is to keep our community looking as attractive, or more so, than the day you purchased your home. We are working to improve areas of neglect. We appreciate your cooperation in this. See next page.

**Again, Welcome!**

# Most common questions

Details of all these answers are in your CC&Rs.

- Q. What do I do if I want to paint my home or change my landscaping?**  
**A. Painting:** If you are using the same pre-approved color(s), no notification/permission is necessary. If you are changing the colors, fill out a copy of the Architectural Committee Certificate form found in your new homeowners pack and get it to Mark Hawkins at 3349 E.Glade Cr. He will review it and let you know ASAP. **Landscaping:** fill out the above-mentioned form and get it to Mark. (Article VII, Section. 1)
- Q. Where do my garbage cans need to be stored?**  
**A.** Out of sight. This means behind your gate, or in a garage. On the side of your home, in front of your gate, is **not** O.K. (Art. III, Sec. 7)
- Q. Can I store my recreational vehicles on my property?**  
**A.** Yes, as long as they are behind your fence and cannot be seen over it. \*\* If you have guests visiting for a *short* time that will stay in an RV in front of your home, please let your neighbors know. This will assure others of your good intentions. This also applies if you are getting your boat/camper ready for a trip, etc. (Art. III, Sec 6)
- Q. Where can I park?**  
**A.** Your garage is preferable. If you need to park your vehicle outside, it must be on concrete.
- Q. If I have a problem with a neighbor, who do I call?**  
**A.** Hopefully you'll get to know and like your neighbors right away so any issues can be resolved between friends. As this is not a perfect world, however, the board will be happy to help you with any issue covered in the CC&Rs. If it is outside our jurisdiction, you are encouraged to call the proper local authority over the area of your concern. If you're not sure, you may call a board member.
- Q. What does the homeowners association expect of me?**  
**A.** We all want to sustain, if not increase the property values of our homes. This implies keeping our front & side yards clean, alive, trimmed, and weed free; keeping our homes' paint, screens, gates, etc. in good shape. We hope that you will feel a sense of pride in your home and community. We encourage you to get to know your neighbors and be active in the community. In these crazy times we all need each other. (Art. III, Sec. 9 & Art III, Sec 15)

# Architectural Guidelines

**DANA RANCH COMMUNITY ASSOCIATION**

1350 South Helms  
Mesa, Arizona 85204-6415

**ARCHITECTURAL COMMITTEE CERTIFICATE**

REQUESTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LOT # \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

**DATE SUBMITTED:** \_\_\_\_\_

**ADJOINING NEIGHBORS:**

**MUST SIGN OR INITIAL AND DATE**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

NO OBJECTIONS \_\_\_\_\_  
OBJECTIONS \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

NO OBJECTIONS \_\_\_\_\_  
OBJECTIONS \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

NO OBJECTIONS \_\_\_\_\_  
OBJECTIONS \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

NO OBJECTIONS \_\_\_\_\_  
OBJECTIONS \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

NO OBJECTIONS \_\_\_\_\_  
OBJECTIONS \_\_\_\_\_

**DESCRIPTION OF IMPROVEMENTS/CONSTRUCTION:** \_\_\_\_\_

\_\_\_\_\_  
Attach sketches, site plans, permits, etc., as applicable then submit this information to the Architectural Committee.

**APPLICANT:**

COMPLETE THE CERTIFICATE IN FULL, OBTAINING ALL THE REQUIRED INFORMATION. ATTACH ANY SKETCHES, SITE PLANS, DRAWINGS, CITY OF MESA BUILDING PERMIT, ETC.

**NOTE:**

APPLICATION AND SUBSEQUENT APPROVAL DOES NOT SUBSTITUTE, SUPERCEDE, OR IN ANY WAY DETER THE REQUIREMENTS FOR BUILDING PERMITS/VARIANCES BY THE CITY OF MESA BUILDING INSPECTIONS DEPARTMENT.

THE DANA RANCH COMMUNITY ASSOCIATION C.C.&R.'s MAY REQUIRE MORE STRINGENT CODES/REQUIREMENTS THAN THE CITY OF MESA, ESPECIALLY TRUE IN THE MATERIALS UTILIZED.

**NEIGHBORS OBJECTION/NON-OBJECTION REQUIREMENT:**

BASED ON THE LOCATION OF YOUR RESIDENCE/PROPERTY WITHIN THE SUBDIVISION, YOU SHOULD CONTACT EACH NEIGHBOR WHO'S PERIMETER WALL ABUTTS TO YOUR PERIMETER WALL TO DETERMINE IF THAT NEIGHBOR IS IN FAVOR OF (NO OBJECTIONS) OR AGAINST (OBJECTIONS) TO YOUR PROPOSED APPLICATION.

IT WOULD BE OF BENEFIT TO ANY APPLICANT, SUBMITTING AN APPLICATION FOR CONSIDERATION BY THE ARCHITECTURAL COMMITTEE, TO OBTAIN THE NON-OBJECTION OF HIS/HER NEIGHBOR ANY SUBMITTED PROJECT.

**DECISION OF THE ARCHITECTURAL COMMITTEE:**

\_\_\_\_\_ Approve \_\_\_ Disapprove \_\_\_ Date \_\_\_\_\_  
Mark Hawkins, Chairman 641-9831 3349 E. Glade Circle

\_\_\_\_\_ Approve \_\_\_ Disapprove \_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approve \_\_\_ Disapprove \_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approve \_\_\_ Disapprove \_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approve \_\_\_ Disapprove \_\_\_ Date \_\_\_\_\_

June 8, 1997

Dear Member:

The Marlborough at Dana Ranch Community Association (hereinafter known as The Dana Ranch Estates Community Association, Board of Directors, following the Association Covenants, Conditions, Restrictions, and Easements, (Article VII) has adopted the attached Architectural Review Committee (ARC) Guidelines describing the procedures and standards for building, developing and improving property within The Dana Ranch Estates Community are to be followed by all property owners. Through the application of the standards described in the ARC Guidelines, property values will be maintained and community desirability will be enhanced.

The Guidelines and checklist should be used as you plan your improvement project for submission to the ARC. This Committee meets as necessary to review plans and project details. Members may attend these meetings as their plans are reviewed, but attendance is not necessary. An application form is included here and additional forms can be obtained from members of the Association Board, the Architectural Review Committee, or the Association Secretary.

Please review this publication carefully and retain it for future use. Requests for replacement ARC Guideline publication will be complied with, however, it will be necessary to charge the standard fee of \$.10 per page. The Board can also provide the homeowners/residents with copies of the By-Laws and CC&Rs at the standard fee.

Sincerely,

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Dana Ranch Estates Community Association

**STANDARDS FOR CONSTRUCTION  
AND  
EXTERIOR APPEARANCE**

**A. COMPLIANCE WITH CITY OF MESA CODE.**

1. All buildings and structures erected within the Dana Ranch Estates, the use and appearance of all land within the Estates community, as well as any additions to any building, Lot, or Parcel, shall be approved in writing by the Architectural Review Committee prior to the commencement or construction or alteration, unless the additions or alterations are not visible from neighboring or public properties and do not violate or conflict with the applicable City of Mesa zoning and code requirements as well as the Declaration and these Guidelines.
2. All buildings and structures erected within the Dana Ranch Estates shall conform to the development standards adopted by the City of Mesa as part of the master planned community known as the Dana Ranch Estates.

**WHERE CONFLICT EXISTS, THIS POLICY SUPERSEDES ALL  
PREVIOUSLY PUBLISHED RULES, REGULATIONS, AND  
GUIDELINES FOR THE DANA RANCH ESTATES COMMUNITY  
ASSOCIATION.**

**B. ARCHITECTURAL THEME**

1. Plans and specifications for all buildings and certain other improvements erected within the Dana Ranch Estates shall be submitted to the Architectural Review Committee prior to the commencement of construction. Approval to proceed will be required from the Architectural Review Committee.
2. When a building design has been approved by the Architectural Review Committee no exterior changes shall be made without Committee approval.
3. When a building design has been approved and the necessary building permit obtained from the City of Mesa, the applicant shall proceed in a timely manner with the commencement and completion of all construction work. Work completion shall occur within one (1) year from the date of obtaining Architectural Review Committee approval. The applicant shall complete the construction within six (6) months from the date of the commencement of construction. If the construction is not completed, the applicant must request an extension of the completion date from the Architectural Review Committee. If the applicant fails to comply with this requirement, the Association shall have the right to assess the



owner for the costs of completion, for the full Association Assessment, and shall collect such costs as provided in the Declaration

**C. ORIENTATION**

1. The location and orientation of all buildings and structures shall be submitted to the Architectural Review Committee prior to the commencement of construction

**D. EXTERIOR COLORS**

1. The exterior colors of all new buildings and new structures shall be approved by the Architectural Review Committee on submitted manufacturer's color samples prior to the commencement of construction.
2. Plans and specifications submitted to the Architectural Review Committee shall include detail of the exterior color scheme, including all exterior surfaces. Exterior surfaces and colors shall be compatible with the other buildings in the neighborhood.
3. Any repainting, requiring a color change, or redecorating of exterior surfaces, shall also require submission of a color scheme to the Architectural Review Committee for approval.

**E. BUILDING MATERIALS**

1. All exterior building materials specifications shall be submitted to the Architectural Review Committee prior to the commencement of any exterior construction or alteration.
2. Finished building materials shall be applied to all exterior sides of buildings and structures. Each material shall be used to express its characteristics in an appropriate manner with colors and textures compatible with the natural surroundings, buildings and structures in the general vicinity.
3. Permitted exterior finished materials include, but are not limited to, plastered masonry, stucco-over-frame, adobe, slump, split or textured decorative block. Use of other materials shall be submitted for approval to the Architectural Review Committee.

**F. ROOFS**

1. All roof types, designs, coverings, color and material shall be submitted for approval to the Architectural Review Committee prior to the commencement of construction or alteration.
2. "Built-up" type roof covering material shall not be visible to a person six (6) feet tall, standing at ground level on neighboring property.
3. Generally acceptable roof materials shall be concrete tile or clay tile and shall be restricted to colors approved by the Architectural Review Committee on an individual basis.
4. Roof heights are restricted by the City of Mesa Development Standards as follows:
  - a. Single family homes maximum roof height thirty feet (30')
  - b. Multi-family structures maximum roof height thirty feet (30')\*

**\*Note: a) 30 ft. for R2 zoning**

**b) 30 ft. for R2 - R3 two-story dwelling zoning**

**c) 40 ft. for R3 -R4 three-story dwelling zoning**

5. Overhead screens, shade covers, awnings and other similar structures shall be constructed of materials and color and shall match the main roof or house body color as approved by the Architectural Review Committee.
6. All vent pipe stacks and equipment protruding above the plane of the roof and visible from neighboring property shall be painted and/or screened to match the roof as approved by the Architectural Review Committee.

#### **G. WALLS/FENCES/GATES**

**PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR INSTALLATION ALL PLANS SHALL BE SUBMITTED TO THE ARCHITECTURAL REVIEW COMMITTEE. APPROVAL TO PROCEED SHALL BE REQUIRED FROM THE ARCHITECTURAL REVIEW COMMITTEE. THE COLOR OF ALL WALLS SHALL BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE.**

1. The Architectural Review Committee has approved the following standard wall designs which shall be on all exterior walls of the Dana Ranch Estates development
  - a. Party Walls - Each wall which is located on the dividing line between two lots (or between a lot and a common area) shall constitute a "party wall." Construction of these walls are the responsibility of the

developer and shall be required to separate homeowner properties.  
Construction shall be concrete block.

2. Gates shall not be constructed in/on any Common Wall without the strict approval of the Architectural Review Committee. All such requests will be handled on a case-by-case basis.
3. Party walls and fences shall be a minimum standard of six (6) feet in height, and a maximum standard of six (6) feet, eight (8) inches, as measured from the highest adjacent grade. Walls between areas with 8" or greater elevation differences will require case-by-case approval by the Architectural Review Committee. Closely spaced parallel party walls shall be disapproved.
4. Party walls shall not exceed ten inches (10") above the height of all adjoining Common Walls.
5. Prior to the construction of any wall or fence visible from the street or neighboring property, plans indicating materials to be used and location shall be submitted to the Architectural Review Committee for approval. Property lines and easements shall be verified by the builder or owner prior to construction and is the sole responsibility of the builder or owner.
6. In the event of a dispute between owners with respect to the construction or repair or rebuilding of a party wall or party fence, or with respect to the sharing of the cost thereof, such adjoining owners shall submit the dispute to the Architectural Review Committee. The decision of the Architectural Review Committee shall be binding, subject to the right of appeal to the Board.
7. All Party Walls between houses and visible to the public shall be stuccoed and/or painted to match the existing house body color as approved by the Architectural Review Committee.
8. All visible wrought iron fences shall be painted as approved by the Architectural Review Committee.
9. Retaining walls shall be limited to three (3) feet maximum height.
10. Decorative Walls shall be limited to a maximum height of twenty four (24) inches and shall be stuccoed and painted to match the body of the house, unless the specific design and materials require approval by the Architectural Review Committee.
11. Decorative walls exceeding a height of twelve (12) inches shall have plans submitted for approval by the Architectural Review Committee.

## **H LIGHTING.**

1. No outside lighting shall interfere with the reasonable use of adjacent property to the extent that it encroaches on a neighbor's privacy

## **I HOMEOWNER LANDSCAPING POLICY**

All landscaping and lighting shall be installed in accordance with the following guidelines:

1. Prior to and after landscaping, all properties shall be maintained in a neat, trash-free, weed-free, and dust-free condition.
2. All decorative/retaining walls over twelve (12) inches in elevation require Architectural Review Committee approval.
3. Boulders, mounds, decorative/retaining walls and all additions visible to neighboring or public property exceeding three (3) feet in height measured perpendicular to a line running from finish grade at dwelling to sidewalk, shall be subject to approval by the Architectural Review Committee.
4. No tree, shrub, nor plant of any kind shall overhang, or otherwise encroach upon any sidewalk or any pedestrian or bikeway, from ground level to a height of eight (8) feet. No part of any plant containing thorns (e.g., cactus, bougainvillea, etc.), shall be closer than three (3) feet from any pedestrian/bike area.
5. All bare earth visible to the public shall be covered by turf, decomposed granite, or other natural rock material to provide a neat, dust-free appearance.
6. Artificially colored rock is not permitted.
7. All landscaping shall reflect the character of the development. Rocks, boulders, patios, sidewalks, landscape timbers, etc., may be used for accent and to create imaginative landscape design.

## **J. SOLAR PANELS AND EQUIPMENT**

**PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR INSTALLATION ALL PLANS SHALL BE SUBMITTED TO THE ARCHITECTURAL REVIEW COMMITTEE. APPROVAL TO PROCEED SHALL BE REQUIRED FROM THE ARC.**

1. All solar energy devices visible from neighboring property or public view shall be approved by the Architectural Review Committee prior to installation.

**κ. EXTERIOR ACCESSORIES (adjoining neighbors approval is required, as specified.)**

**PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR INSTALLATION PLANS SHALL BE SUBMITTED TO THE ARCHITECTURAL REVIEW COMMITTEE.**

1. Antennas

- a. "Ham," citizen band, weather monitor, or similar antennas shall not be allowed, except as, or approved by the Architectural Review Committee.

2. Satellite Dishes

- a. Satellite dishes shall not be placed upon any Lot or Parcel without prior written approval of the Architectural Review Committee.

3. Basketball Backboards and Poles.

- a. Basketball backboards, if desired, shall not be installed on the structure of the house.
- b. The maximum distance of the backboard from the house should be no greater than fifty percent (50%) of the distance from the house to the inside edge of the sidewalk/property line.

4. Utility and Service Lines.

- a. All exposed cables, conduit, pipes or other items placed on the exterior surface of the house after construction shall be painted the same color as that portion of the house.

5. Clothes Drying Facilities

a. All exposed cables, conduit, pipes or other items placed on the exterior surface of the house after construction shall be painted the same color as that portion of the house.

6. Clothes Drying Facilities

a. All clothes drying facilities shall be located and maintained exclusively within a fenced service yard or otherwise concealed from the view of neighboring or public property.

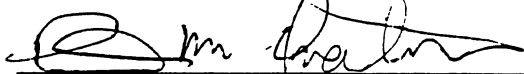
7. Storage Sheds, Incidental Structures/Gazebos/Ramadas/Children's Play Sets/ and Swing Sets, visible to the public, shall require approval by the Architectural Review Committee.

**L. DRIVEWAY EXTENSIONS and WALKWAYS**

1. Any additional paving, (i.e. drives, sidewalks), that accumulatively exceed 50% of the front yard, shall require approval by the Architectural Review Committee.

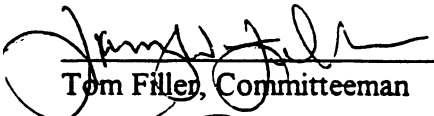
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**Architectural Review Committee:**



Richard Everhart, Chairman

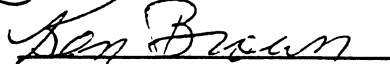
Date



Tom Filler, Committeeman

11/12/97

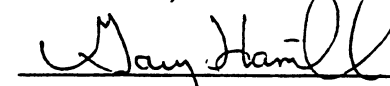
Date



Ken Brown, Committeeman

11/12/97

Date



Gary Hamill, Committeeman

11-12-97

Date



Doug Wilson, Committeeman

11-12-97

Date

Gregory Moss, President

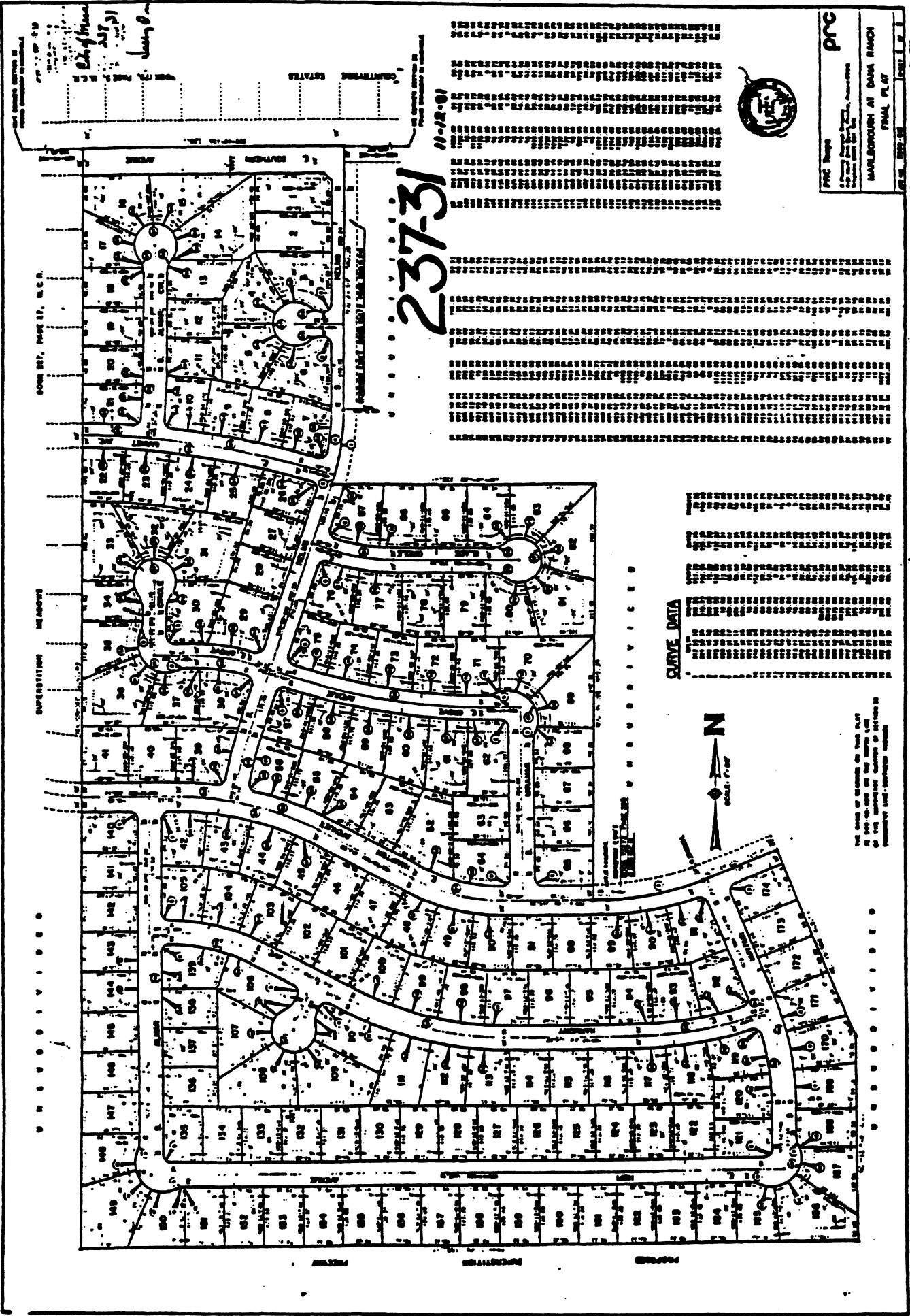
Date

*Dana Ranch Estates Homeowners Association*

Covenants,  
Conditions,  
and  
Restrictions.







BOOK 887, PAGE 11, S.E.C.R.

SUPERSTITION MEADOWS

237-31

11-12-01

CURVE DATA



THE LOTS OF THIS SUBDIVISION AS SHOWN ON THIS PLAN  
 IN 1947 ARE SHOWN ON THE MAPS AND  
 IN THE NECESSARY QUANTITIES TO BE  
 RECORDED IN THE PUBLIC RECORDS.

PRC  
 PROFESSIONAL RECORDS COMPANY  
 1000 W. BROADWAY, SUITE 1000  
 DENVER, COLORADO 80202  
 TELEPHONE 733-1111  
 MAILING ADDRESS AT DENVER  
 FINAL PLAN  
 11-12-01

Recorded at the request of:

FORM APPROVED

376956

City of Mesa

PROP. RSTR (PR)

In accordance with Article VII (3)(a) of the Purchase Agreement dated December 12, 1980, we approve the following form of Declaration and agree that we will not unreasonably withhold our approval to changes, if any, which may be proposed by Marlborough.

When recorded mail to:

DATED: December 23, 1980.

Jarrett S. Jarvis, Attorney  
3900 East Camelback Road  
Suite 304 South  
Phoenix, Arizona 85018

DANA RANCH PARTNERSHIP NO. 7  
BY Walter Curtis Dana  
Walter Curtis Dana

DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS.

THIS DECLARATION is dated November 16, 1981. It is by MARLBOROUGH DEVELOPMENT CORPORATION, an Arizona corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

Declarant is the owner of certain property in Mesa, County of Maricopa, State of Arizona, which is more particularly described as:

Lots 1 through 174 of MARLBOROUGH at DANA RANCH, a subdivision recorded in Book 237 of Maps, Page 31, Records of Maricopa County, Arizona located within the Northeast Quarter of Section 32, Township 1 North, Range 6 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Declarant hereby certifies and declares that it has and does hereby establish a GENERAL PLAN for the use, protection, maintenance, improvement and development of said lots, and hereby declares that the lots shall be held, sold and conveyed subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter sometimes collectively termed "covenants and restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with, each of those lots and be binding on all parties having any right, title or interest in the described lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to ARTICLE VII hereof.

Section 2. "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee.



Section 3. "Articles" shall mean the Articles of Incorporation of the Association which are, or shall 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 4. "Association" shall mean and refer to MARLBOROUGH at DANA RANCH COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, to be hereafter formed, its successors and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 7. "Declarant" shall mean MARLBOROUGH DEVELOPMENT CORPORATION, an Arizona corporation, and its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of resale and shall execute and record a supplemental declaration declaring itself as a succeeding Declarant hereunder.

Section 8. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as they may from time to time be amended.

Section 9. "Improvement" shall mean the buildings, garages, carports, roads, driveways, parking areas, fences, walls, docks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 10. "Lease" shall include the leasing or rental of property.

Section 11. "Lot" shall mean any one of the 174 lots described above.

Section 12. "MARLBOROUGH at DANA RANCH" refers to the said subdivision plat recorded in Book 237 of Maps, Page 31, Records of Maricopa County as it may be amended from time to time.

Section 13. "Member" shall mean the Owner of a lot in MARLBOROUGH at DANA RANCH.

Section 14. "Mortgage" shall mean the conveyance or assignment of any lot to secure the performance of an obligation, and the instrument thereof, and may include a deed of trust, mortgage, assignment or agreement as now known or hereafter devised for the purpose of creating a lien to secure an obligation or duty.

Section 15. "Mortgagee" shall mean a person or entity to whom a mortgage is made.

Section 16. "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a mortgage.

Section 17. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot, including without limitation, one who is buying a lot under a recorded contract, but excluding others having an interest merely as security for the performance of an obligation. In the case of lots wherein the fee

simple title is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the trustor.

Section 18. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 19. "Single Family Residence" shall mean one house, not attached to any other house used as a residence for a single family. A Single Family Residence shall include any appurtenant garage, carport or similar outbuilding, a guest house and servants quarters, but shall not include a townhome, townhouse, patio home, condominium, multiple family residence or any residence attached to another residence by a common wall or which has a wall which immediately abuts upon and against the wall of any other residence.

Section 20. "Single Family Residential Use" shall mean the occupation or use of a single family residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 21. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six 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 II

### DURATION, AMENDMENT AND ENFORCEMENT

#### Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for as long as the lots shall continue to be used for residential use.

#### Section 2. Amendment.

This Declaration may be amended as herein provided but no amendment may change the uniformity of assessments without prior written approval of the then holders of all first mortgages on any of the lots. During the first twenty (20) year period amendment shall be made by an instrument signed by the Declarant and other owners who own in the aggregate (Declarant and other owners) not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded. After having given prior notice to the City Attorney's office of the City of Mesa, Declarant with prior written approval of Dana Ranch Partnership No. 2, which shall not be unreasonably withheld, may amend this document prior to recordation of the first deed of any lot to an owner and/or the recordation of a contract to sell a lot to an owner, provided that any such amendment shall either contain the approval of the Veterans Administration or an affidavit that its approval has been requested in writing and that it has not within thirty (30) days after delivery of that request either approved or disapproved.

Section 3. Enforcement of Restrictions.

The Association, in the first instance, or any Owner, or Dana Ranch Partnership No. 2, should the Association fail to act within a reasonable time, shall have the right to enforce, by any proceeding at law or in equity, all limitations, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration, or any amendment hereto or by the Association's Articles of Incorporation or Bylaws. Failure by the Association or by any Owner to enforce any limitation, condition, reservation, lien, charge, covenant or restriction herein contained or in those Articles and Bylaws shall in no event be deemed a waiver of the right to do so thereafter. A Deed of conveyance of any lot may contain the restrictive covenants of this Declaration by reference to this document, but whether or not such reference is made in any such deed, each and all such restrictive covenants shall be valid and binding upon the respective grantee. Violators of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violators, provided, however, that a violation of these restrictive covenants or any one or more of them shall not affect the lien of any mortgage or deed of trust now of record or which hereafter may be placed of record upon any of said lots.

## ARTICLE III

LAND USE CLASSIFICATIONS, PERMITTED USES & RESTRICTIONS.

In addition to all other covenants contained herein, the use of the lots is subject to the following:

Section 1. Permitted Uses & Restrictions--Single Family Residential Use.

(a) Restricted Use. Except as otherwise provided herein, none of the lots shall be used except for a Single Family Residential Use.

(b) Living Area, Height. No single family residence shall:

(i) contain less than 1,700 square feet of living area;

(ii) be in excess of two stories in height or if of a split level type no part of the same shall be more than two stories in height; and

(iii) if a single family private residence is of two stories in height, such residence shall have a ground floor living area of not less than 1,000 square feet. If a single family private residence is a split level house the lower and mid levels combined shall have a living area of not less than 1,000 square feet. "Living area" as used herein, shall not include the area of any porch, patio, covered but unenclosed area, garage, or other accessory building, whether or not attached to the residence.

(c) Animals. No animals, birds, fowl, poultry or other livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot; and then only.

if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times. No animal, bird, fowl, poultry or livestock 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, bird, fowl, poultry, or livestock shall be maintained so as to be visible from neighboring property. Upon the written request of any owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such lot is reasonable. Any decisions rendered by the Board shall be enforceable as other restrictions contained herein.

(d) Diseases and Insects. No owner shall permit any thing or condition to exist upon any lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

(e) Screening. Outside clotheslines or other outside facilities for drying or airing clothes, wood piles and storage areas shall not be erected, placed or maintained on any lot unless they are erected, placed and maintained exclusively within a fenced rear yard or enclosed garage, and shall not be visible from neighboring property.

(f) Antennas. No antenna 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 lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Committee.

(g) Roofing Materials. All roofing materials shall be approved by the Architectural Committee. No roof area of any dwelling or other building constructed, placed or maintained on any portion of a lot shall be of asbestos, asphalt or composition shingles; plain uncovered tar surface construction; or rock or gravel with pitch construction.

(h) Roof-Mounted Equipment. Unless otherwise approved by the Architectural Committee, all roof-mounted equipment and appurtenances shall be screened and color coordinated with the building or structure on which they are mounted.

## Section 2. Underground Facilities.

All public utility lines and public utility facilities, including but not limited by all lines and facilities for electricity, telephone, gas, sewer, water and drainage constructed, installed or placed upon any portion of a lot after the date of the recording of this Declaration in the office of the County Recorder of said Maricopa County shall be buried beneath the surface of the ground in customary manner for underground public utility service, except covers, vents, vaults and access structures, any sewer pumping plant, drainage line or facility except any other facility or line which good engineering practice requires of necessity to be installed above ground, and except that no provision hereof shall be deemed to forbid the erection of above ground temporary power or telephone structures incident to the construction of buildings and structures approved by the Architectural Committee.

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Section 3. Easement Reserved.

Declarant reserves an easement upon, across, over and under each lot for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems, as such lines and systems are originally installed. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on each lot and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of each residence.

Section 4. Public Utility Lines, Roads and Driveway Improvements.

Nothing contained in this Declaration shall prevent the use of any lot for public utility line purposes, sewer line purposes, sewer pumping plant purposes and for other facilities connected with any such pumping plant, driveway purposes or for drainage course or drainage line purposes; subject, however, to the provisions of Section 2 of this Article III.

Section 5. Machinery and Equipment.

No machinery or equipment of any kind shall be placed, operated or maintained upon any lot, 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 may require for construction purposes.

Section 6. Trailers and Motor Vehicles.

(a) Except with approval of the Architectural Committee, no mobile home, trailer of any kind, truck, camper or permanent tent or similar structure shall be constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street (public or private) within MARLBOROUGH at DANA RANCH in such manner as will be visible from neighboring property; provided, however, that provisions of this section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee.

(b) No motor vehicle classified by manufacturer's rating as exceeding 1 ton; no mobile home, travel trailer, utility trailer, boat, boat trailer; and no recreational vehicle exceeding six feet in height shall be kept, maintained or parked overnight on any residential street, nor in any residential driveway, front yard, or side yard unless it is not visible from neighboring property. Abandoned or inoperable motor vehicles of any kind must not be stored on any lot in any manner so as to be visible from any adjoining neighboring lot.

(c) Any portion of any lot except the rear yard which is used for the out-of-doors parking of automobiles or as a driveway (exclusive of a dedicated street or road) shall at all times while it is so used, be paved with either asphaltic aggregate, asphaltic concrete or concrete or some other material approved in writing by Declarant or the Architectural Committee, and shall at all times be maintained in good condition and repair.

Section 7. Trash Containers and Collection.

No garbage or trash shall be placed or kept on any lot within said 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 the shortest time reasonably necessary to effect such collection. The Board shall have the right, in its sole discretion to require all owners to subscribe to a carport trash service. All rubbish, trash, or 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.

Section 8. Nuisances.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, 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 lot or to its occupants. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any other lot 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 lot. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

Section 9. Landscaping.

Landscaping is an important component of community design as it softens the continuous expanse of pavement and buildings. Landscaping materials assist in abating erosion and reducing glare and dust. Properly coordinated landscaping, walls and screening devices effectively contribute to the logical development and coordinated appearance of a community. Accordingly, the following are minimum standards for all of the lots.

(a) Each lot shall be landscaped with turf, dense ground cover, native desert materials, trees, shrubs, grass or any combination thereof.

(b) Rocks and boulders, patios, sidewalks, railroad ties, telephone poles and other materials may be used to supplement vegetation and to create imaginative landscape design.

(c) Each property owner shall maintain landscaped areas neatly trimmed and free of weeds and debris.

(d) Each owner shall prevent unclean, unsightly or unkempt conditions of buildings or improvements on his lot which will detract from the neighborhood appearance.

(e) Each owner shall maintain all vacant and unimproved lots free of weeds and debris.

(f) In the event the owner of any lot fails to comply with this Section 9 after thirty (30) days' written notice to said owner, sent certified mail, return receipt requested, the Architectural Committee may cause said lot to be cleared, landscaped, and/or maintained so as to conform herewith, at the expense of owner. The charge therefor shall be a lien against said lot.



Each residence shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the residence is partially or totally destroyed, and then rebuilt, the owners agree that minor encroachments of parts of the adjacent residence due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Anything herein to the contrary notwithstanding any such encroachment shall not exceed one (1) foot.

Section 11. Drainage.

No owner shall interfere with or obstruct the drainage pattern over his lot from or to any other lot as that pattern may be established by Declarant.

Section 12. No Subdivision.

Except as otherwise herein provided no lot shall be further subdivided or separated into smaller lots or parcels by any owner, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any owner without the prior written approval of the Board.

Section 13. Exploration and Excavation.

No lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, earth or any earth substance of any kind. No owner shall make any excavations for the deposit of trash on any lot.

Section 14. Construction, Occupancy, Sales.

(a) Occupancy. No building or structure upon any lot, or any portion thereof, shall be in any manner occupied in the course of original construction or until the same is substantially completed. All work of construction on each such building or structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed, except to the extent prevented by strikes, lock-outs, the elements or acts of God or any like matters. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence on any lot, either temporary or permanent.

(b) Construction. As an incident to the construction of streets, utilities, and houses in MARLBOROUGH at DANA RANCH, Declarant may erect and use such facilities as in Declarant's sole opinion may be reasonably required, or convenient to that construction work, including without limitation, a business office, storage areas, and construction yards and buildings. When such construction is complete those facilities shall be removed.

(c) Sales. Declarant may erect and use model homes, signs, parking areas, and sales and display offices for the sale of houses.

Section 15. Repair of Buildings.

No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished, provided, any owner may elect to demolish and remove any structure when its useful life is substantially expired.

Section 16. Signs.

No emblem, sign or billboard of any kind shall be displayed to the public view on any of the lots, except reasonable signs used by the Declarant to advertise the sale or lease of houses, and except that an owner may place on any lot one sign not more than eighteen (18) inches by twenty-four (24) inches in size advertising the house on the lot for sale or rent.

## ARTICLE IV

PARTY WALLSSection 1. General Rules of Law to Apply.

Any wall placed on a dividing line between two lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the two lots.

Section 3. Damage by One Owner.

In the event that any party wall or party fence is damaged or destroyed through the act of an owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such owner to rebuild and repair the party wall or fence without cost to the other adjoining lot owner or owners.

Section 4. Other Damage.

In the event any such party wall or party fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining owner, his agents, guests or family, it shall be the obligation of all owners whose lots adjoin such walls or fence to rebuild and repair such wall or fence at their joint and equal expense.

Section 5. Structural Integrity.

Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall without the prior consent of all owners of any interest therein, whether by way of easement or in fee.

Section 6. Right of Contribution.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Arbitration.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, then, upon written request of one of such Owners, addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

## ARTICLE V

MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATIONSection 1. Organization.

(a) The Association. MARLBOROUGH at DANA RANCH COMMUNITY ASSOCIATION shall be a nonprofit Arizona corporation charged with the duties and vested with the powers prescribed by law and set forth in its Articles and Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors & Officers. The affairs of the Association shall be conducted by a Board of Directors and such Officers as the Directors may elect or appoint, in accordance with the Articles and the Bylaws, as same may be amended from time to time.

Section 2. Powers & Duties of the Association.

In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Legal and Accounting Services. Have authority to obtain legal, accounting and other services necessary or proper in the operation of the Association and the enforcement of these restrictions.

(b) Employ. Have authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

(c) Contingency Fund. Have authority to establish and maintain a contingency fund in an amount to be determined by the Board of Directors of the Association. Said fund shall be used by the Association as the Directors shall deem fit to carry out the objectives and purposes of the Association, and shall be added to and made a part of the regular assessments.

(d) Purchase Insurance. Have authority to purchase insurance for such risks, and with such companies, and in such amounts as the Board of Directors of the Association shall determine.

(e) Other. Have authority to perform other acts authorized expressly or by implication hereunder and/or under the Articles and/or the Bylaws of the Association.

Section 3. Other Duties and Powers. The Association and its Board of Directors acting in its behalf shall obtain, provide and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, or pay any taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the enforcement of these restrictions; provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, insurance, taxes or assessments are specifically provided for particular lots, the cost thereof shall be specially assessed to the owners of such lots.

Section 4. Association Rules.

By a majority 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 to be known as "The Association Rules"; provided, however, that the rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws of the Association. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may be recorded. Upon such recordation, said rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 5. Personal Liability.

No member of the Board or any Committee of the Association, or any officer of the Association, or the Manager, shall be personally liable to any owner, or to any other party, 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 employees of the Association, or the Architectural Committee, or 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.

## ARTICLE VI

UTILITIESSection 1. Rights and Duties of Owners.

The rights and duties of the owners with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Easement. Wherever sanitary sewer or water connections or electricity, gas, telephone or other similar lines or pipes are installed within any lot, which connections, lines or pipes, or any portion thereof, lie in or upon lots owned by other than the owner of a lot served by said connections, lines or pipes, the owners of any lot served by said connections, lines or pipes, shall have the right, and are hereby granted an easement to the full extent necessary therefor, at reasonable hours and after reasonable notice, to enter upon the lot within or upon which said connections, lines or pipes, or any portion thereof, lie, to repair, replace and generally maintain said connections, lines and pipes, as and when the same may be necessary, but any such owner entering another's lot shall restore that lot and improvements thereon disturbed by such work.

(b) Common Connections, Lines or Pipes. Wherever sanitary sewer or water connections, or electricity, gas or telephone lines or pipes, or similar lines or pipes are installed within any lot, which connections serve more than one lot, the owner of each lot served by said connections, lines and pipes, shall be entitled to the full use and enjoyment of such portions of said connections, lines and pipes, as service his lot.

(c) Resolution of Disputes. In the event of a dispute between owners with respect to the repair or rebuilding of said connections, lines or pipes, or with respect to the sharing of the cost thereof, then, upon written request of one of such owners, addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 2. Declarant's Easement.

Easements over the lots for the installation and maintenance of electric, telephone, water, gas and sanitary sewer or similar lines, pipes and facilities and for drainage facilities, as shown on the recorded plat of MARLBOROUGH at DANA RANCH and as may be hereafter required or needed to service any lot, are hereby reserved by Declarant, together with the right to grant and transfer the same.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Approval.

No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, location and other materials attributes 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 Architectural Committee established pursuant to the provisions of Section 2 of this Article.

Section 2. Appointment of Architectural Committee.

The initial members of the Architectural Committee shall be LARRY BENSON, GERALD LUSHING and W. CURTIS ENA. They shall hold office until there is no Class B Member or until replaced by Declarant. When there is no Class B Member, the Architectural Committee shall be composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board, who need not be members of the Association. In the event of the death or resignation of any member of the Committee prior to the time when the Board of Directors of the Association is vested with authority, Declarant shall have the right to appoint such member's successor.

Section 3. Discretion of Committee.

The Architectural Committee shall be under no duty or obligation to pass upon, approve or disapprove any structural stability matter or matter pertaining to the stability of footings or foundations or matter pertaining to geological conditions involved in any foundation or footings, and may indicate on any plans or specifications or drawings or other material or in any certificate that the Committee has not passed upon, approved or disapproved any such referred to matters. All actions of said Committee authorized under this Declaration, including without limitation the approval or disapproval of plans, specifications, drawings, plot plans, grading plans and height, as well as other matters in which the committee is authorized hereunder to act, shall be in the sole and complete discretion of said Committee.

Section 4. Liability.

Neither the Architectural Committee nor any member thereof shall be liable to the Association, any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of

(a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective;

(b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

(c) the development of any property within MARLBOROUGH at DANA RANCH; or

(d) 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, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the view of the Association, or any owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee.

Section 5. Meetings & Compensation.

The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two (2) regular members, at a meeting or otherwise, shall constitute the act of the Committee. Members of the Architectural Committee shall not be entitled to compensation for their services.

Section 6. Architectural Committee Rules.

The Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by majority vote or written consent, rules and regulations, to be known as "Architectural Committee Rules". Said 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, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use.

Section 7. Committee's Certificate under Article VII.

Any approval of any plans and specifications or plan or specification or other matter by said Architectural Committee given or made pursuant to the provisions of this Article VII which is evidenced by a certificate signed by at least two members of said committee shall be irrevocable and not subject to change by such committee. Any such certificate shall be conclusive of the action of said committee and may be conclusively relied upon by all parties including but not limited by any owner, lessee, renter or purchaser of any lot or residence, or of any interest therein; by any lender taking any lot as security; and by

any title insurance company. Any such certificate may be recorded by said committee in the office of the County Recorder of said Maricopa County.

Section 8. Records and Certificates.

For the purpose of making a search upon or guaranteeing or insuring title to, or any lien on and/or interest in any lot, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this Declaration authorized, permitted or to be approved by the Architectural Committee, the records of the secretary of the Architectural Committee shall be conclusive as to all matters shown by such records. The issuance of a certificate of completion and compliance by the Architectural Committee showing that the plans and specifications for the improvements or other matters herein provided for, or authorized, have been approved and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Architectural Committee, shall be conclusive upon all persons and shall fully justify and protect any title company or person certifying, guaranteeing or insuring the said title, or any lien thereon, and/or any interest therein, and shall also fully protect the purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Architectural Committee. In any event, after the expiration of one year from the date of approval by the Architectural Committee for any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions thereof, unless actual notice executed by the Architectural Committee of such non-compliance and/or non-completion, shall appear of record in the office of the County Recorder of Maricopa County, or legal proceedings shall have been instituted to enforce completion and/or compliance.

Section 9. Access to Premises.

During reasonable hours Declarant, any member of the Architectural Committee, any member of the Board or any authorized representative of any of them, shall have the right to enter on and inspect any lot, and the improvements thereon, except for the interior portions of any residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 10. Time for Approval.

In the event said Architectural 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.

Section 11. Nonwaiver by Committee.

The approval or disapproval by the committee of any plans or specifications, drawings, plot plans, grading plans, landscaping plans, height or any other matters submitted for approval or consent to or for action by the committee for any building or structure under this Article VII or any other provision of this Declaration shall not be deemed to be a waiver of the committee of its right to approve, disapprove, object

or consent to any of the features or elements embodied in any such plans, specifications, drawings, plot plans, grading plans, landscaping plans, height or other matter if or when the same features or elements are embodied in any other or subsequent plans, specifications, drawings, plot plans, grading plans, landscaping plans, height or other matter submitted to such committee.

## ARTICLE VIII

### MEMBERSHIP & VOTING RIGHTS

Section 1. Every owner of a lot 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.

Section 2. The Association shall have two classes of membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. 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) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1990.

Section 3. The vote for each such lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner or owners casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same lot. In the event more than one vote is cast for a particular lot, none of said votes shall be counted as said votes shall be deemed void.

Section 4. In any election of the members of the Board, every owner entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of lots owned by the owner multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

Section 5. Each member shall have such other rights, duties and obligations as set forth in the Articles and Bylaws, as same may be amended from time to time.

Section 6. The Association membership of each owner of a lot shall be appurtenant to said lot. The rights and obligations of an owner and membership in the Association shall not be assigned, transferred



pledged, conveyed or alienated in any way except upon transfer of ownership to the owner's lot, and then only to the transferee of ownership to such lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to said lot shall operate to transfer said membership to the new owner thereof.

## ARTICLE IX

### COVENANT FOR MAINTENANCE ASSESSMENTS

#### Section 1. Creation of the Lien & Personal Obligation of Assessments.

The Declarant, for each lot 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:

- (a) annual assessments or charges; and
- (b) special assessments, if any; such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the lot at the time 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 MARLBOROUGH at DANA RANCH.

#### Section 3. Maximum Annual Assessment.

- (a) Until January 1, 1983, the maximum annual assessment in all areas designated for single family residential use shall be Twelve Dollars (\$12.00) for each lot.
- (b) From and after January 1, 1983, 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.
- (c) From and after January 1, 1983, 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.
- (d) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Unusual Expenses.

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 unusual expense incurred or anticipated reasonably, 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.

Section 5. Notice & Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 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.

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, quarterly, or annual basis.

Section 7. Date of Commencement of Annual Assessments--Due Dates.

The annual assessments provided for herein may commence as to all lots on the first day of the month following the conveyance of the first lot to an owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The 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 Nonpayment of Assessments; Remedies of the Association.

Each owner of any lot shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purposes in connection with the breach of this Declaration, each owner and member agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against

said owner or member. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an owner or member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent (10%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjust against the delinquent owner or member.

(b) Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every lot to secure payment to the Association of any and all assessments levied against any and all owners of such lots under this Declaration, together with interest thereon at the rate of ten percent (10%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting owner, on behalf of the Association. 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 or a 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, even without such a written demand being made, the Association may elect to file such claim of lien on behalf of the Association against the lot of the defaulting owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent owner;
- (2) The legal description and street address of the lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (with any proper offset allowed);
- (4) That the claim of lien is made by the Association pursuant to this Declaration; and
- (5) That a lien is claimed against said lot in an amount equal to the amount stated.

(c) Effect of Lien/Foreclosure. Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said owner, the lien claimed therein shall immediately attach and become effective in favor of the

Association as a lien upon the lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any lot, assessments on any lot in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in Section 9 hereinafter. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other lot owners. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each owner, by becoming an owner of a lot within the boundaries of said property, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

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 proceedings in lieu thereof shall extinguish the lien of such assessment as to payments which became 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 X

GENERAL PROVISIONS

Section 1. Acceptance of Provisions.

Each grantee, owner, lessee and/or occupant of any lot, or holder hereafter of a contract of sale covering a lot, accepts said lot and the possession thereof, subject to all of the covenants, conditions and restrictions provided for in this Declaration, and the jurisdiction, rights and powers of the Architectural Committee. Each and all of the covenants, conditions and restrictions contained herein is and are for the benefit of each owner of each lot.

Section 2. Obligations.

Any owner of any lot, including Declarant, shall be under obligation under this Declaration only to perform and be responsible for the performance of the covenants, conditions and restrictions contained in this Declaration which cover, bind and apply to such lot so owned by such owner during the period of such owner's ownership and not for any period before or after the period of such ownership, and such is the intent of this Declaration.

Section 3. Interpretation & Enforcement by Architectural Committee.

In case of uncertainty as to meaning of any provision of this Declaration, the Architectural Committee shall, in all cases, interpret

the same, and such interpretation shall be final and conclusive upon all interested parties, subject to review by the courts.

Section 4. Mortgage Clause.

There shall be no right of reversion or right of re-entry under any of the covenants, conditions or restrictions contained herein by reason of any violation thereof, and no breach of any of the covenants, conditions or restrictions contained in this Declaration shall in any manner whatsoever affect or impair any bona fide mortgage or deed of trust (or the lien or title thereof) which may have been given or which may be given hereafter in good faith and for value and which covers any of the lots; but any subsequent owner of any lot shall be bound by the covenants, conditions and restrictions contained in this Declaration whether acquired by foreclosure or trust deed sale or otherwise.

Section 5. Construction.

This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan and scheme for the development of single family homes as herein provided. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number, and any other gender, masculine, feminine or neuter, as the context or sense of this Declaration or any Article or Section herein may require, with the same effect as if such number and words had been fully and properly written in the required number and gender. Whenever the words and symbol "and/or" are used in this Declaration it is intended if consistent with the context that this Declaration be interpreted and the sentence, phrase or other part be construed in both its conjunctive and disjunctive sense, and as having been written twice, once with the word "and" inserted, and once with the word "or" inserted, in the place of words and symbol "and/or".

Section 6. Notices.

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each person at the address given by such person to the Association for the purpose of service of such notice or to the address of the lot of such person if no address has been given. Such address may be changed from time to time by notice in writing received by the Association.

Section 7. Leases of Lots.

Any lease must cover a whole lot and all improvements thereon, must be in writing and must provide that the lease is subject in all respects to the provisions of the Declaration, the Articles of Incorporation, and Bylaws of the Association and that any failure by the lessee to comply with those instruments shall be a default under the lease.

Section 8. Management Agreements.

Any management agreement made by the Association will be terminable by the Association for cause upon thirty (30) days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods.

Section 9. No Partition.

There shall be no judicial partition of any lot, nor shall Declarant or any owner or other person acquiring any interest in any lot seek any such judicial partition, except that any lot may be split between the owners of lots adjacent to such lot so that each portion of such lot would be held in common ownership with another lot adjacent to that portion. Any such portion and adjacent lot shall thereafter be considered to be one lot for the purposes of this Declaration.

Section 10. Severability.

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

Section 11. Successors and Assigns of Declarant.

The rights and powers of Declarant under this Declaration shall run in favor of Declarant and in favor of any successor to the business affairs of Declarant; and said rights and powers hereunder, or any of them, may be assigned and transferred in whole or in part by the Declarant by written instrument recorded in the office of the County Recorder of Maricopa County, Arizona, to any person or persons, partnership or corporation; and any such rights and powers may be released in whole or in part by Declarant by similarly recording a statement of release of such rights and powers to be so released in the office of said County Recorder.

WITNESS OUR HAND:

MARLBOROUGH DEVELOPMENT CORPORATION,  
an Arizona corporation

BY: *[Signature]*  
Its PRESIDENT

For Ten Dollars (\$10.00) and other valuable consideration received, it is agreed that the lien of that certain Deed of Trust recorded in Docket 14916, Page 1589 - 95, Records of Maricopa County, Arizona, is and shall be subordinate and subject to the foregoing Declaration.

DATED: OCT. 30., 1981.

DANA RANCH PARTNERSHIP NO. 2

BY: *[Signature]*  
Beyerley June Gosbel  
BY: *[Signature]*  
Walter Curtis Dana

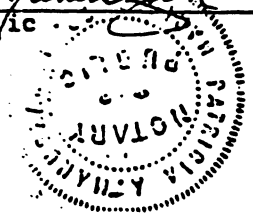
STATE OF ARIZONA, )  
County of Maricopa ) ss.

This instrument was acknowledged before me this 29th day  
of October, 19 81, by Larry S. Benson as  
President of MARLBOROUGH DEVELOPMENT CORPORATION,  
an Arizona corporation.

*Patricia A. Mansbach*  
Notary Public

My Commission Expires:  
May 22, 1983

\* \* \* \* \*



STATE OF )  
County of ) ss.

This instrument was acknowledged before me this 3rd day  
of NOVEMBER, 19 81, by BEVERLEY JUNE GOEBEL, Partner of  
DANA RANCH PARTNERSHIP NO. 2.

*Susan T. Norton*  
Notary Public

My Commission Expires:  
1-24-84

\* \* \* \* \*



STATE OF ARIZONA, )  
County of Maricopa ) ss.

This instrument was acknowledged before me this 30th day of  
October, 19 81, by WALTER CURTIS DANA, Partner of  
DANA RANCH PARTNERSHIP NO. 2.

*Patricia A. Mansbach*  
Notary Public

My Commission Expires: May 22, 1983

NOV 16 1981 -3 00

STATE OF ARIZONA )  
County of Maricopa ) ss

I hereby certify that the with  
in instrument was filed and re-  
corded at request of

PRC Jorpu

in Docket 15644  
on page 68-89

Witness my hand and official  
seal the day and year aforesaid.

*Bill Henry*

County Recorder  
By *RB*  
Deputy Recorder

11.50

dmg/MarlDev  
(BLAND-01H) 051689

ASSIGNMNT (AS)

When Recorded, Return To:  
Mr. Jeff Blandford  
JEFF BLANDFORD DEVELOPMENT CORP.  
2855 East Brown Road, Suite 13  
Mesa, Arizona 85203  
776-722

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
JUN 12 '89 -4 55 AM		
HELEN PURCELL, County Recorder		
FEE 10-	PGS 3	IG
1		

ASSIGNMENT OF DECLARANT'S RIGHTS

89 268116

This Assignment of Declarant's Rights is made and entered into by and between MARLBOROUGH DEVELOPMENT CORPORATION, an Arizona corporation ("Assignor"), and JEFF BLANDFORD DEVELOPMENT CORP., an Arizona corporation ("Assignee").

RECITALS:

The parties hereby acknowledge and confirm the following:

- A. Assignor and Assignee have entered into a purchase and option agreement dated May 18, 1989, 1989 for the sale of certain lots located within Marlborough at Dana Ranch, a subdivision per plat recorded in Book 237 of Maps, page 31, Official Records of Maricopa County, Arizona (the "Purchase/Option Agreement").
- B. Marlborough is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Marlborough at Dana Ranch (the "Declaration") recorded November 16, 1981, in Docket 15644, at pages 68 through 89, Official Records of Maricopa County, Arizona.
- C. The parties desire that Assignor assign its rights as Declarant under the Declaration to Assignee. The parties further intend that Assignee shall assign the Declarant's rights under the Declaration back to Assignor in the event that the Purchase/Option Agreement is cancelled.

ASSIGNMENT

In consideration of the foregoing recitals and the mutual covenants contained herein, THE PARTIES HERETO HEREBY COVENANT AND AGREE AS FOLLOWS:

- 1. Assignor hereby assigns to Assignee Assignor's rights as Declarant under the Declaration.
- 2. Assignor hereby disclaims any and all representations or warranties regarding the scope, enforceability or validity of the Declarant's rights under the Declaration.
- 3. Assignee represents and warrants that Assignor has made no representation regarding the scope, enforceability or validity of the Declarant's rights, and has made no representation or warranty



89 268116

regarding the scope, enforceability, validity or application of the Declaration to Assignee.

4. Assignee hereby assumes all rights, responsibilities and obligations of Assignor pursuant to the Declaration and the Articles of Incorporation and Bylaws of Marlborough at Dana Ranch Community Association, an Arizona non-profit corporation.

5. No material change, amendment or modification shall be made to the Declaration, the Rules and Regulations of the Architectural Committee established by the Declaration, or the Articles of Incorporation or Bylaws of Marlborough at Dana Ranch Community Association, an Arizona non-profit corporation, without the prior written consent of Assignor, which approval shall not be unreasonably withheld.

6. All notices to be sent to Declarant under the Declaration shall hereinafter be delivered to Assignee addressed as follows:

Jeff Blandford Development Corp.  
2855 East Brown Road, Suite 13  
Mesa, Arizona 85203  
Attn: Mr. Jeff Blandford

7. Assignee shall immediately notify Assignor in writing of any notices Assignee receives regarding any breach of Declarant's obligations under the Declaration. Notices from Assignee to Assignor shall be addressed as follows:

Marlborough Development Corporation  
300 West Clarendon, Suite 140  
Phoenix, Arizona 85013  
Attn: Mr. Larry Benson

IN WITNESS WHEREOF, this Assignment is executed as of this 2nd day of June, 1989.

MARLBOROUGH DEVELOPMENT CORPORATION, an Arizona corporation

By [Signature]  
Its VP  
Date 6/7/89

JEFF BLANDFORD DEVELOPMENT CORP., an Arizona corporation

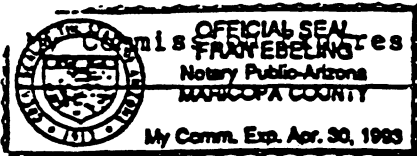
By [Signature]  
Its President  
Date 6.9.89

By [Signature]  
Its PRESIDENT  
Date 6/7/89

89 268116

STATE OF ARIZONA )  
County of Maricopa ) ss

This instrument was acknowledged before me this 7th day  
of June, 1989, by Jim McLenis, V.P. & Sam D. Brown  
as President of MARLBOROUGH DEVELOPMENT  
CORPORATION, an Arizona corporation.



Fran Ebeling  
Notary Public

STATE OF ARIZONA )  
County of Maricopa ) ss

This instrument was acknowledged before me this 8th day  
of June, 1989, by Jeff Blandford  
as President of JEFF BLANDFORD DEVELOPMENT CORP.,  
an Arizona corporation.

My Commission Expires:  
7-23-93

Sherril Brown  
Notary Public

# Bylaws

BYLAWS  
OF  
MARLBOROUGH at DANA RANCH COMMUNITY ASSOCIATION

ARTICLE I

Members

Section 1. Eligibility. The members of MARLBOROUGH at DANA RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation ("Association") shall consist of those persons described as members in the Articles of Incorporation. The term "member" and other terms are being used in these Bylaws as they are defined in the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS ("Declaration") which is dated November 16, 1981 and recorded in Docket 15644, page 68 in the Records of Maricopa County, Arizona. As provided therein, all members will be Class A Members except that the Declarant as described in the Declaration shall be a Class B Member while it has three (3) votes per lot.

Section 2. Succession. The membership of each member shall terminate when he ceases to be an owner of a lot covered by the Declaration; and upon the sale, transfer or other disposition of his ownership interests in the lot, his membership in the Association shall automatically be transferred to the new owner succeeding to such ownership interest as described in the Declaration and the Articles of Incorporation.

Section 3. Meetings. Annual meetings of the members shall be held at such place as specified by the Board of Directors in the Notice of the Meeting on the first Tuesday of December in each year at 7:30 P.M., beginning in December of 1984 or at such other time or place as may be determined by a majority vote of the members voting at any meeting of the members. Special meetings of the members may be called by the President or by a majority of the directors or by members having at least two-fifths (2/5) of the votes entitled to be cast at such meeting. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notices. It shall be the duty of the Secretary to deliver or to mail a notice of each annual or special meeting of the members, stating the purpose thereof as well as the time and place where it is to be held, to each member at his address

as it appears on the records of this corporation, or if no such address appears, at his last known place of address, at least ten (10) days prior to such meeting.

Section 5. Voting. Members shall have voting rights as provided in the Articles of Incorporation and in the Declaration. Voting may be in person or by proxy and proxies may be given for more than one meeting. No proxy may be valid after twenty-five (25) months from the date of its execution.

Section 6. Quorum. Except as provided in the Declaration a quorum of members for any meeting shall be constituted by members represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

Section 7. Adjournments. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

## ARTICLE II

### Board of Directors

Section 1. Number--Staggered Terms. The Board of Directors of the Association (called the "Board") shall consist of three (3) Directors. The Directors named in the Articles of Incorporation of the Association, and their replacements, shall hold office until the first annual meeting of members and until their successors shall be elected and qualified. At the first annual meeting of members one (1) Director shall be elected to serve a term of one (1) year and two (2) Directors shall be elected to serve a term of two (2) years each. Thereafter, Directors shall be elected for a term of two years so that one year one will be elected and the next year two will be elected. Each Director shall serve until his successor shall be elected and qualified. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board.

Section 2. Election. Directors shall be elected by the members at the annual membership meetings.

Section 3. Vacancies. Any vacancy occurring in the Board after Declarant's right to elect Directors has terminated may be filled by a majority vote of the remaining members of the Board.

Section 4. Annual Meetings. The first meeting of a newly elected Board shall be held immediately following the annual meeting of members, if practicable, and in any event within ten (10) days of election, at such place as shall be fixed at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such place and time as shall be determined from time to time by a majority of the Directors but at least one (1) meeting shall be held during each fiscal quarter. Notice of regular meetings of the Board shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 6. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) Directors.

Section 7. Waiver of Notice. Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. Removal. Any Director may be removed from office by two-thirds (2/3) of the votes cast at a meeting of the members.

Section 10. Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the members.

Section 11. Powers and Duties. The Board shall have the following powers and duties:

(a) To elect and remove the officers of the Association as hereinafter provided;

(b) To administer the affairs of the Association and the property to the extent permitted by applicable law;

(c) To formulate policies for that administration operation;

(d) To provide for the designation, hiring and removal of employees and other personnel, including a manager or managing agent, accountants and attorneys and to engage or contract for the services of others;

(e) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(f) To estimate the amount of annual budget and to provide the manner of assessing and collecting from the members their respective shares of such estimated expenses, as hereinafter provided;

(g) To exercise all of the rights, powers and duties granted to it by the Declaration;

(h) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority vote of the members as expressed in a resolution duly adopted at any annual or special meeting of the members.

Section 12. Non-Delegation. Nothing in this Article II or elsewhere in these Bylaws shall be construed to grant to the Board or to the officers of the Association any powers or duties which, by law or the Declaration, have been delegated to the members.

## ARTICLE III

### Officers

Section 1. Designation. At each annual meeting, the Board shall elect the following Officers of the Association:

(a) A President who shall be a Director and who shall preside over the meetings of the Board and of the members and who shall be the chief executive officer of the Association;

(b) A Vice President who shall in the absence or disability of the President perform the duties and exercise the powers of the President;

(c) A Secretary who shall keep the minutes of all meetings of the Board and of the members and who shall in general perform all the duties incident to the Office of Secretary and who may be a representative of the managing agent;

(d) A Treasurer who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(e) Such additional Officers as the Board shall see fit to elect.

Section 2. Powers. The respective Officers shall have the general powers usually vested in such Officers; provided that the Board may delegate any specific powers to any other Officer or impose such limitations or restrictions upon the powers of any Officer as the Board may see fit.

Section 3. Term. Except as provided in Section 4, each Officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board at regular or special meetings thereof. Any Officer may be removed at any time by the Board at a regular or special meeting thereof.

Section 5. Compensation. The Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the members.



Section 6. Bonding. The Board shall require that all Officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE IV

##### Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated expenses and cash requirements for the year. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the members during the preceding year shall be more or less than the expenditures for such preceding year the surplus or deficit as the case may be shall also be taken into account.

Section 2. Assessments. Subject to the limitations of the Declaration, the estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each member not later than ninety (90) days after the beginning of each year. The Board may make assessments on a monthly, quarterly or semi-annual basis. On or before the first day of the first assessment period and of each succeeding assessment period of the year covered by the annual budget each member shall pay as his assessment for the common expenses his proportionate share of the common expenses for that assessment period as shown by the annual budget. The Board may cause to be sent to each member on or before the first day of each assessment period a statement of the assessment of such member for that period, but the failure to send or to receive such assessment shall not relieve any member of his obligation to pay his assessment on or before the first day of each assessment period. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new assessments for any year or shall be delayed in doing so, each member shall continue to pay each assessment period the amount of his respective assessment as last determined. Each member shall pay his assessment on or before the first day of each assessment period to the manager or managing agent or as may otherwise be directed by the Board. No member shall be relieved of his obligation to pay his assessments by abandoning or not using his lot.

Section 3. Partial Year or Month. For all fiscal years prior to the first annual meeting of members, the annual budget shall be as approved by the first Board. If such first year or any succeeding year shall be less than a full year, then the monthly assessments for each member shall be proportionate to the number of months and days remaining in the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each year covered by an annual budget or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each member a statement for such year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. Subject to the limitations of the Declaration, in the event that during the course of any year it shall appear to the Board that the monthly assessments determined in accordance with the estimated annual budget for such year are insufficient or inadequate to cover the estimated expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each member. Subject to the limitations of the Declaration, a supplemental assessment shall be made to each member for his proportionate share of such supplemental budget.

Section 6. Capital Expenditures. Expenditures for capital improvements and special assessments for them shall be limited as provided in the Declaration.

Section 7. Lien. Every member shall be personally liable to pay his assessment in accordance with the Declaration. As provided herein, each assessment shall be secured by a lien against the member's lot and improvements thereon. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures. Payment vouchers may be approved in such manner as the Board may determine. All records and vouchers authorizing payments shall be available for

examination by the members at convenient hours of week days. The Board shall, upon receipt of ten (10) days notice to it or the Association and upon payment of a reasonable fee, furnish any member a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such member.

## ARTICLE V

### The Declaration

The provisions of the Declaration are hereby incorporated herein by reference as if fully and completely set forth herein.

## ARTICLE VI

### Corporate Seal

The Board may provide a suitable corporate seal containing the name of this corporation, which seal shall be in charge of the Secretary. If so directed by the Board, a duplicate of the seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer. The seal shall not be required for any purpose in connection with corporate documents or acts, unless required by law.

## ARTICLE VII

### Fiscal Management

Section 1. Fiscal Year. The fiscal year of this corporation shall be the calendar year and begin on the first day of January of every year, except that the first fiscal year of this corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board should corporate practice subsequently dictate.

Section 2. Books of Account. Books of account of this corporation shall be kept under the direction of the Treasurer on a consistent basis in accordance with good accounting practices.

Section 3. Contracts. Unless otherwise provided by the Board, all contracts shall be executed on behalf of the corporation by either the President or Vice President and countersigned by the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

ARTICLE VIII

Amendments

These Bylaws may be amended from time to time by the affirmative vote of a majority of the Directors or by the affirmative vote of a majority of a quorum of members present in person or by proxy at a members meeting, provided that so long as there is a Class B membership any such amendment must be approved by the Veterans Administration or the Federal Housing Administration before it will be effective. Amendments may be proposed by the Board or by petition signed by at least one-quarter (1/4) of the members.

ARTICLE IX

Distribution to Members

Section 1. A copy of these Bylaws and of all amendments hereto shall be reduced to writing and delivered or made available to every member.

ADOPTED by the Board of Directors June 13, 1984.

  
Secretary

FIRST AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article I, Section 6 of the Bylaws is hereby amended to  
read as follows:

Section 6. Quorum. Except as provided in  
the Declaration, a quorum of members for any  
meeting shall be constituted by members repre-  
sented in person or by proxy and holding one-  
tenth (1/10) of the votes entitled to be cast  
at such meeting.

ADOPTED by the Board of Directors October 1, 1984.

  
PATRICIA A. MANUSZAK, Secretary

  
LARRY S. BENSON

  
GERALD M. LUSHING

  
SAMUEL A. FIERRO

Directors

Amendments  
to the  
Bylaws

SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article I, Section 3 of the Bylaws is hereby amended to read as follows:

**Section 3. Meetings.** Annual meetings of the members shall be held at such place as specified by the Board of Directors in the Notice of the Meeting to be held between December 01 and 10 in each year, beginning in December of 1996. Meetings scheduled from Monday through Friday shall commence no earlier than 7:00 p.m. Any meeting scheduled on a Saturday shall commence no earlier than 2:00 p.m. No meeting shall be scheduled on a Sunday.

Special meetings of the members may be called by the President or by a majority of the directors or the members having at least two-fifths (2/5) of the votes entitled to be cast at such meeting. The notice of the special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

ADOPTED by the Board of Directors November 23, 1996.

  
\_\_\_\_\_  
CONNIE L. MOFFAT, Secretary

  
\_\_\_\_\_  
Gregory Moss, President

  
\_\_\_\_\_  
Skip Redpath, Vice President

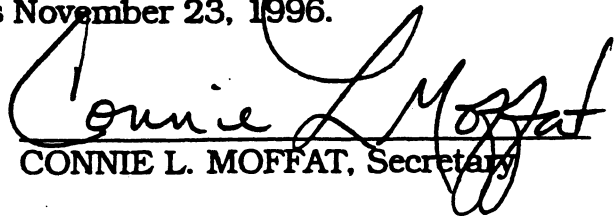
  
\_\_\_\_\_  
Todd Kincheloe, Director

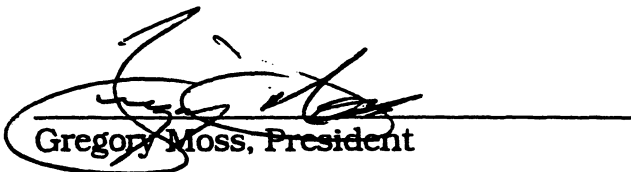
SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article I, Section 4 of the Bylaws is hereby amended to read as follows:

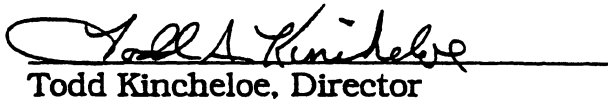
**Section 4. Notices.** It shall be the duty of the Secretary to deliver or to mail a notice of each Annual or Special Meeting of the members, stating the purpose thereof as well as the time and place where it is to be held, to each member at his address as it appears on the records of this Corporation, or if no such address appears, at the last known place of address, at least ten (10) but no more than fifty (50) days prior to such meeting.

ADOPTED by the Board of Directors November 23, 1996.

  
CONNIE L. MOFFAT, Secretary

  
Gregory Moss, President

  
Skip, Redpath, Vice President

  
Todd Kincheloe, Director



**SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION**

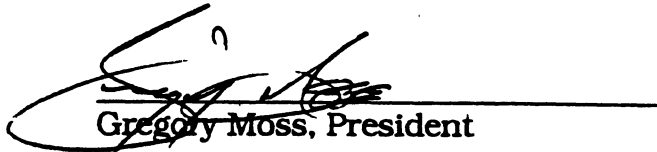
Article II, Section 4 of the Bylaws is hereby amended to read as follows:

**Section 4. Annual Meetings.** The first meeting of the newly elected Board shall be held immediately following the Annual Meeting of members. Notice of this meeting of the newly elected Board shall be incorporated in the Notice of Annual Meeting to all members. A majority of the whole Board shall be present. It shall be the first order of business of the newly elected Board to select/elect Board Members of the Board for the following positions:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Statutory Agent

ADOPTED by the Board of Directors December 04, 1996.

  
\_\_\_\_\_  
CONNIE L. MOFFAT, Secretary

  
\_\_\_\_\_  
Gregory Moss, President

  
\_\_\_\_\_  
Skip Redpath, Vice President

  
\_\_\_\_\_  
Todd Kincheloe, Director

DANA RANCH COMMUNITY ASSOCIATION  
1350 S. HELMS  
MESA, AZ. 85204-6415

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ARCHITECTURAL COMMITTEE GUIDELINES

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PURPOSE:

THE ARCHITECTURAL COMMITTEE GUIDELINES ARE PUBLISHED AT THE DIRECTION OF AND ARE APPROVED BY THE, DANA RANCH COMMUNITY ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's) AND WILL BE DISTRIBUTED ANNUALLY.

THE ARCHITECTURAL COMMITTEE GUIDELINES SET FORTH THE OPERATING GUIDELINES FOR THE ARCHITECTURAL COMMITTEE OF THE ASSOCIATION AND PROVIDE GUIDANCE TO THE HOMEOWNERS WITHIN THE SUBDIVISION. IT IS THE GOAL OF THE HOMEOWNERS ASSOCIATION AND THE ARCHITECTURAL COMMITTEE TO ACHIEVE A HARMONIOUS ENVIRONMENT WHILE MAINTAINING THE PROPERTY VALUES AND STATUS OF THE NEIGHBORHOOD.

IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, REGARDLESS OF OWNER OCCUPIED OR RENTAL PROPERTY, TO ENSURE COMPLIANCE WITH THE ASSOCIATIONS CC&R's, THE ARCHITECTURAL COMMITTEE GUIDELINES, AND THE SUBMITTAL OF ANY APPLICATION.

AUTHORITY:

THE DEVELOPEMENT AND IMPLEMENTATION OF THE ARCHITECTURAL COMMITTEE GUIDELINES ARE AUTHORIZED BY ARTICLE VII AND ARE GOVERNED BY THE ASSOCIATION CC&R's, INCLUDING ARTICLE III.

THE ARCHITECTURAL COMMITTEE GUIDELINES SHALL APPLY TO ALL HOMEOWNERS WITHIN THE SUBDIVISION REGARDLESS OF WHEN, OR UNDER WHAT CIRCUMSTANCES THE HOME WAS PURCHASED.

THE ARCHITECTURAL COMMITTEE GUIDELINES SHALL APPLY TO ANYTHING PLACED UPON, OR REPLACED ON, ANY LOT WITHIN THE SUBDIVISION.

COMMITTEE MEMBERS:

THE BOARD OF DIRECTORS, AS AUTHORIZED BY THE ASSOCIATION CC&R's AND ASSOCIATION BY-LAWS, SHALL APPOINT MEMBERS TO THE ARCHITECTURAL COMMITTEE.

THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHOULD BE PROPERTY OWNERS WHO RESIDE WITHIN THE SUBDIVISION.

THE ARCHITECTURAL COMMITTEE SHALL ELECT ONE (1) MEMBER OF THE COMMITTEE AS CHAIRPERSON AND ONE (1) MEMBER AS CO-CHAIRPERSON.

THE CHAIRPERSON SHALL INFORM THE BOARD OF DIRECTORS, WITHIN FORTY (40) DAYS OF THE ANNUAL MEETING, OF THE MEMBERS ELECTED CHAIRPERSON AND CO-CHAIRPERSON.

THE BOARD OF DIRECTORS SHOULD CONSIDER THE APPOINTMENT OF AT LEAST ONE (1) MEMBER OF THE ARCHITECTURAL COMMITTEE WHO HAS EXPERIENCE AND/OR KNOWLEDGE IN THE CONSTRUCTION OR ARCHITECTURAL FIELD. THIS WOULD BE

BENEFICIAL TO THE ASSOCIATION AS WELL AS TO ANY HOMEOWNER/MEMBER UTILIZING THE ARCHITECTURAL COMMITTEE PROCESS.

DUTIES:

CHAIRPERSON

THE DESIGNATED CHAIRPERSON NORMALLY RECEIVES ALL APPLICATIONS FROM THE HOMEOWNER/ASSOCIATION MEMBER, AND IS RESPONSIBLE FOR COMMITTEE ACTION WITHIN THE TIME RESTRAINTS AS STATED IN THE ASSOCIATION CC&R's.

THE CHAIRPERSON SHALL REVIEW ALL SUBMITTED APPLICATIONS TO ENSURE IT'S COMPLETENESS. THE CHAIRPERSON SHALL RETURN INCOMPLETE APPLICATIONS TO THE APPLICANT, INDICATING THE AREA/INFORMATION THAT IS NOT COMPLETE.

THE CHAIRPERSON SHALL INFORM ANY APPLICANT SUBMITTING AN INCOMPLETE APPLICATION THAT THE THIRTY (30) DAY APPROVAL/DISAPPROVAL NOTIFICATION DOES NOT COMMENCE UNTIL/UNLESS A COMPLETED APPLICATION IS SUBMITTED.

THE CHAIRPERSON, OR HIS/HER DESIGNEE, SHALL CONFIRM THE OBJECTION/NON-OBJECTION NOTED BY IMMEDIATE NEIGHBORS ON THE APPLICATION. (IN THE CASE OF AN OBJECTION, NOTE/LIST THE REASON FOR THE OBJECTION, FOR REVIEW BY THE OTHER MEMBERS OF THE COMMITTEE)

THE COMMITTEE SHALL REVIEW THE APPLICATION FOR A RECOMMENDATION FOR APPROVAL/DISAPPROVAL. THIS PROCEDURE SHOULD TAKE PLACE BY A MEETING OF THE COMMITTEE. ANY APPLICATION TO THE COMMITTEE THAT IS IN VIOLATION OF THE CC&R's SHALL BE IMMEDIATELY DISAPPROVED.

AFTER MEMBERS OF THE COMMITTEE HAVE REVIEWED, AND APPROVED OR DISAPPROVED THE APPLICATION, THE CHAIRPERSON SHALL FORWARD THE ORIGINAL APPLICATION, ALONG WITH ANY/ALL ACCOMPANYING DOCUMENTS, SKETCHES, PLANS TO THE ASSOCIATION SECRETARY FOR PLACEMENT IN THE PROPER ASSOCIATION FILE, (BY LOT NUMBER OF THE APPLICANT).

THE CHAIRPERSON SHALL FORWARD A COPY OF THE APPLICATION, SIGNED, INDICATING APPROVAL OR DISAPPROVAL, TO THE APPLICANT. IF THE APPLICATION IS RETURNED AS DISAPPROVED, AN EXPLANATION AS TO WHY IT WAS NOT APPROVED SHOULD BE FORWARDED TO THE APPLICANT, ALONG WITH INSTRUCTIONS FOR APPEAL TO THE BOARD OF DIRECTORS, SHOULD THE APPLICANT DESIRE TO APPEAL.

THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL HAVE THE SOLE RESPONSIBILITY FOR RECOMMENDING THE APPROVAL/DISAPPROVAL OF APPLICATIONS SUBMITTED PROPERLY TO THE ASSOCIATION BOARD OF DIRECTORS.

THE CHAIRPERSON SHALL ENSURE THAT A REPORT OF THE COMMITTEE BE MADE TO THE BOARD OF DIRECTORS MONTHLY. THE REPORT SHOULD BE MADE AT THE MONTHLY MEETING OF THE BOARD OF DIRECTORS BY THE CHAIRPERSON, CO-CHAIRPERSON, OR A DESIGNEE/MEMBER OF THE COMMITTEE.

CO-CHAIRPERSON:

THE CO-CHAIRPERSON SHALL BE A MEMBER OF THE ARCHITECTURAL COMMITTEE SELECTED BY THE CHAIRPERSON AND MEMBERS OF THE COMMITTEE. THE CO-CHAIRPERSON SHALL ASSUME THE DUTIES OF THE CHAIRPERSON IN THE ABSENCE OF THE CHAIRPERSON.

COMMITTEE MEMBERS:

MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL REMAIN KNOWLEDGEABLE OF THE ASSOCIATION CC&R's AND BY-LAWS, AND CONDUCT THEMSELVES ACCORDINGLY.

ANY MEMBER OF THE ARCHITECTURAL COMMITTEE WITH A CONFLICT OF INTEREST, OR POTENTIAL CONFLICT OF INTEREST, WITH ANY APPLICATION SUBMITTED SHALL ABSTAIN FROM VOTING, RECOMMENDING, OR DISCUSSION OF THE APPLICATION.

RECORDS:

THE ORIGINAL OF ANY/ALL APPLICATIONS SUBMITTED TO THE COMMITTEE BY MEMBERS OF THE ASSOCIATION SHALL BE MAINTAINED BY THE ASSOCIATION SECRETARY IN THE ASSOCIATION FILES, BY LOT NUMBER.

MEMBERS OF THE ARCHITECTURAL COMMITTEE MAY KEEP COPIES OF SUBMITTED APPLICATIONS/ACTION TAKEN, SHOULD THEY DESIRE.

WITH PRIOR APPROVAL OF THE BOARD OF DIRECTORS, THE MEMBER(S) OF THE COMMITTEE SHALL BE REIMBURSED ANY/ALL EXPENSES IN THE REPRODUCTION/COPYING OF ANY APPLICATION AND ACCOMPANYING DOCUMENTS/SKETCHES/PLANS.

APPLICATION PROCESS:

MEMBERS/PROPERTY OWNERS OF THE ASSOCIATION SHALL SUBMIT A COMPLETE APPLICATION TO THE ASSOCIATION FOR CONSIDERATION IN ONE OF TWO (2) WAYS:

1. HAND DELIVER, IN PERSON, TO THE CHAIRPERSON OF THE ARCHITECTURAL COMMITTEE, THE COMPLETED APPLICATION ALONG WITH ANY/ALL ACCOMPANYING DOCUMENTS, (i.e. SITE PLAN, DRAWING/SKETCHES, PERMITS, ETC). THE APPLICANT SHALL RECEIVE A DATED ACKNOWLEDGEMENT FROM THE CHAIRPERSON.
2. MAIL, BY CERTIFIED MAIL/RETURN RECEIPT, TO THE ASSOCIATION MAILING ADDRESS, 1350 S. HELMS, MESA, AZ. 85204-6415, THE COMPLETED APPLICATION AND ANY/ALL SUPPORTING DOCUMENTS. RECEIPT BY THE ASSOCIATION, AS NOTED ON THE RETURN RECEIPT, SHALL COMMENCE THE THIRTY (30) DAY PERIOD STATED IN THE CC&R's.

APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL BE REQUIRED PRIOR TO THE ADDITION OF ANY NEW STRUCTURES, AS REQUIRED IN THE ASSOCIATION CC&R's, OR MODIFICATION TO ANY EXTERNAL EXISTING STRUCTURE.

PROPERTY OWNERS/MEMBERS OF THE ASSOCIATION PLANNING NEW CONSTRUCTION, OR ADD-ON CONSTRUCTION TO THE EXTERNAL EXISTING STRUCTURE THAT REQUIRES APPROVAL IN ACCORDANCE WITH THE ASSOCIATION CC&R's SHALL FORWARD, WITH THE COMPLETED APPLICATION, SKETCHES, DRAWINGS, PLANS, WHICH SHOW THE FOLLOWING:

1. BASIC DESIGN/SHAPE
2. OVERALL DIMENSION (HEIGHT, LENGTH, WIDTH)
3. LOCATION ON LOT (SITE PLAN)
4. MATERIALS TO BE UTILIZED IN CONSTRUCTION/MODIFICATION
5. EXTERIOR FINISH, TRIM/COLOR, ETC.

IF A PROPERTY OWNER/MEMBER OF DANA RANCH COMMUNITY ASSOCIATION IS NOT SURE IF YOUR "PROJECT" REQUIRES THE APPROVAL OF THE ARCHITECTURAL COMMITTEE, CONTACT THE CHAIRPERSON OR ANOTHER MEMBER OF THE COMMITTEE.

ARCHITECTURAL COMMITTEE APPROVAL IS REQUIRED FOR, BUT NOT LIMITED TO, THE FOLLOWING:

1. ANY BUILDING, STRUCTURE, ADDITION THAT CAN BE SEEN ABOVE THE PERIMETER WALL, i.e. ELEVATED DECKS, GAZEBOS, SUNSCREENS, PATIO COVERS, ENCLOSED PATIOS/DECKS, LANAIS, ETC.

PROPERTY OWNERS/MEMBERS ARE ENCOURAGED TO CONTACT THE CHAIRPERSON OR ANY MEMBER OF THE ARCHITECTURAL COMMITTEE TO DISCUSS ANY/ALL PLANNED IMPROVEMENTS.

THE ARCHITECTURAL COMMITTEE, TO BETTER SERVE THE MEMBERS OF THE ASSOCIATION, HAVE DRAFTED A NEW APPLICATION WHICH WILL ALLOW THE INPUT, (OBJECTION/NON-OBJECTION) OF YOUR IMMEDIATE NEIGHBORS.

THE APPLICANT SHOULD LIST THE NAME, ADDRESS AND PHONE NUMBER OF THE NEIGHBORS THAT IMMEDIATELY BORDER THE APPLICANT'S PROPERTY. (IN MOST CASES, THIS IS THE LEFT/RIGHT SIDE NEIGHBOR, THE REAR NEIGHBOR, AND THE LEFT REAR/RIGHT REAR NEIGHBORS). THE APPLICANT SHOULD CONTACT THE APPROPRIATE BORDERING NEIGHBORS AND SHOULD INDICATE ON THE APPLICATION FORM THE NON-OBJECTION OR OBJECTION OF THAT NEIGHBOR.

#### APPEAL PROCESS:

THE APPEAL PROCESS IS AVAILABLE TO ANY ASSOCIATION MEMBER.

THE APPEAL SHALL BE SUBMITTED IN WRITING, STATING THE FACTS AS TO WHY THE MEMBER FEELS THE APPLICATION DECISION WAS IN ERROR.

THE APPEAL, ALONG WITH A COPY OF ANY RELEVANT DOCUMENTS SHALL BE MAILED, CERTIFIED MAIL/RETURN RECEIPT, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AT THE ASSOCIATION ADDRESS.

AN APPEAL SHALL NOT CONTAIN ANY NEW ISSUES BEYOND THE ORIGINAL APPLICATION THAT WAS SUBMITTED TO THE ARCHITECTURAL COMMITTEE.

THE BOARD OF DIRECTORS SHALL SCHEDULE AN APPEAL HEARING IN CONJUNCTION WITH THE NEXT REGULAR SCHEDULED BOARD OF DIRECTORS MEETING.

THE SECRETARY SHALL NOTIFY AFFECTED MEMBERS OF THE ASSOCIATION, WHO SHOULD ATTEND THE APPEAL HEARING, AND ANY NEIGHBOR LISTED ON THE APPLICATION AS OBJECTING OR NOT OBJECTING.

THE MEMBER SUBMITTING THE APPEAL SHALL ATTEND THE HEARING. FAILURE OF THE MEMBER SUBMITTING THE APPEAL, TO ATTEND THE SCHEDULED HEARING SHALL RESULT IN AUTOMATIC DENIAL OF THE SUBMITTED APPEAL.

#### COMMITTEE GUIDELINES NOTIFICATION:

UPON APPROVAL/ADOPTION OF THE ARCHITECTURAL COMMITTEE GUIDELINES BY THE BOARD OF DIRECTORS OF THE DANA RANCH COMMUNITY ASSOCIATION, THE SECRETARY

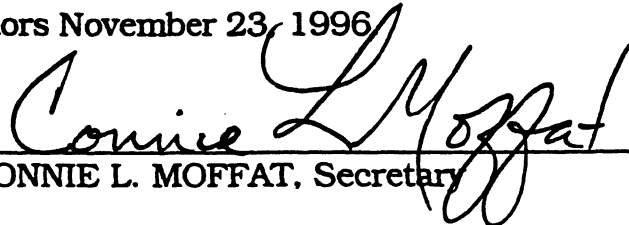


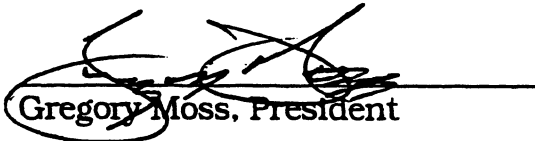
SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article II, Section 5 of the Bylaws is hereby amended to read as follows:

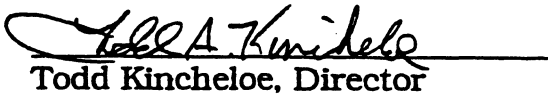
Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held on the last Saturday of January, March, May, July September and November at 2:00 p.m., beginning in January 1997, at the residence of the President of the Board. Any cancellation of a regular meeting of the Board, or location change of any meeting of the Board shall be posted at the residence of the President. However, any change in date or time shall require compliance with ARS 33-1248 and 33-1804 (10 to 50 day notice). The Secretary shall notify each Director of the upcoming meeting or any cancellation or location change at least three (3) days prior to the meeting.

ADOPTED by the Board of Directors November 23, 1996

  
CONNIE L. MOFFAT, Secretary

  
Gregory Moss, President

  
Skip Redpath, Vice President

  
Todd Kincheloe, Director

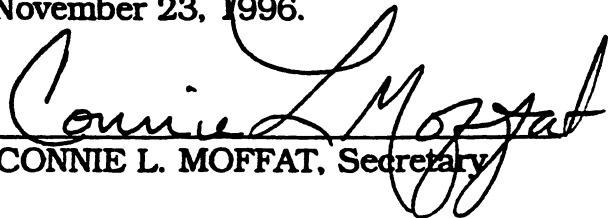
SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

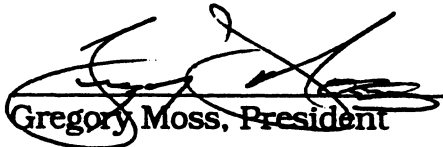
Article II, Section 6 of the Bylaws is hereby amended to read as follows:

**Section 6a. Special Meetings.** Special meetings of the Board may be called by the President on a minimum of ten (10) days notice to all members. Such notice of a Special Meeting shall be in compliance with ARS 33-1248 and 33-1804.

**Section 6b. Emergency Meetings.** Emergency Meetings of the Board may be called by the President and notification to members is not required. Any such meeting shall be in compliance with ARS 33-1248 and 33-1804.

ADOPTED by the Board of Directors November 23, 1996.

  
\_\_\_\_\_  
CONNIE L. MOFFAT, Secretary

  
\_\_\_\_\_  
Gregory Moss, President

  
\_\_\_\_\_  
Skip Redpath, Vice President

  
\_\_\_\_\_  
Todd Kincheloe, Director

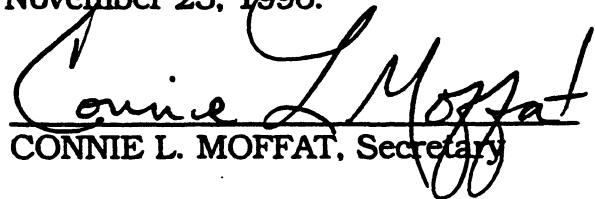


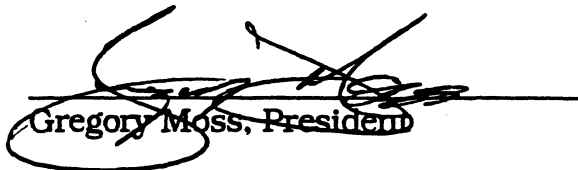
SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article II, Section 9 of the Bylaws is hereby amended to read as follows:

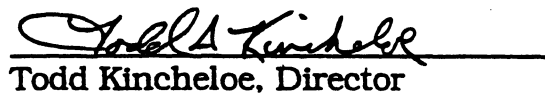
Section 9. Removal. Any Director may be removed from office by two-thirds (2/3) of the votes cast at a meeting of the members, provided such action shall be on the agenda and notification shall be made to all members, in accordance with ARS 33-1248 and 33-1804.

ADOPTED by the Board of Directors November 23, 1996.

  
\_\_\_\_\_  
CONNIE L. MOFFAT, Secretary

  
\_\_\_\_\_  
Gregory Moss, President

  
\_\_\_\_\_  
Skip Redpath, Vice President

  
\_\_\_\_\_  
Todd Kincheloe, Director

SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article III, Section 1 of the Bylaws is hereby amended to read as follows:

**Section 1. Designation.** At each Annual Meeting, the newly elected Board of Directors shall select among the Board members the following Officers:

a. A President who shall be a Director and who shall preside over the meetings of the Board and of the members and who shall be the chief executive officer of the Association.

b. A Vice President who shall in the absence or disability of the President perform the duties and exercise the powers of the President.

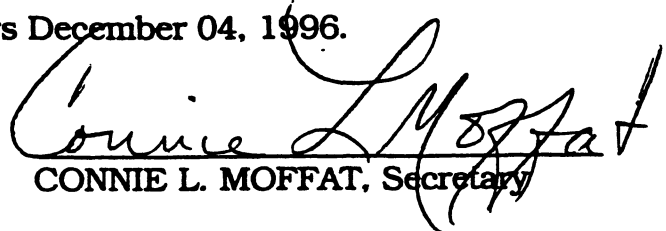
c. A Secretary who shall keep the minutes of all meetings of the Board and of the members and who shall in general perform all the duties incident to the Office of Secretary and who may be a representative of the managing agent.

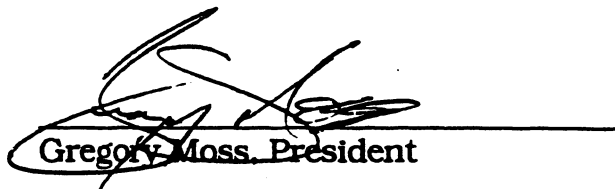
d. A Treasurer who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported.

e. A Statutory Agent who shall be designated as such with the Arizona Corporate Commission.

f. Such additional Officers as the Board shall see fit to elect.

ADOPTED by the Board of Directors December 04, 1996.

  
CONNIE L. MOFFAT, Secretary

  
Gregory Moss, President

  
Skip Redpath, Vice President

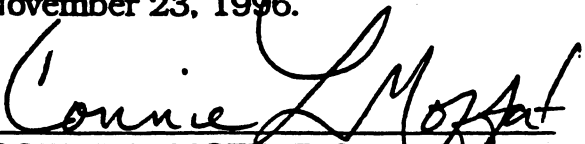
  
Todd Kincheloe, Director

SECOND AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article III, Section 6 of the Bylaws is hereby amended to read as follows:

**Section 6. Bonding.** The Board shall require that all Board Members/Officers and members of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. This will normally be required for the position of President, Vice President, Secretary and Treasurer. The premiums on such bonds shall be paid by the Association.

ADOPTED by the Board of Directors November 23, 1996.

  
\_\_\_\_\_  
CONNIE L. MOFFAT, Secretary

  
\_\_\_\_\_  
Gregory Moss, President

  
\_\_\_\_\_  
Skip Redpath, Vice President

  
\_\_\_\_\_  
Todd Kincheloe, Director

THIRD AMENDMENT TO  
BYLAWS OF  
MARLBOROUGH AT DANA RANCH COMMUNITY ASSOCIATION

Article II, Section 5 of the Bylaws and Second Amendment to bylaws Article II, Section 5 is hereby amended to read as follows:

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such place and time as shall be determined by the majority of the Board of Directors. At least one meeting shall be held during each fiscal quarter. The Secretary shall give notice of regular meetings of the Board to each Director personally, by mail, or by telephone at least three days prior to the day named for such meeting. Any cancellation or location change of a regular meeting of the Board shall be posted at the residence of the President. Any change in date or time does not require an amendment, but notification must be made in compliance with ARS 33-1248 and 33-1804.

ADOPTED by the Board of Directors January 26, 2002.

\_\_\_\_\_  
Gary Hakes, President

\_\_\_\_\_  
Vicki Specht, Vice President

\_\_\_\_\_  
Phill Swanson, Treasurer

\_\_\_\_\_  
Mike Gerlach, Director