



**SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PARK PLACE**

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Park Place is adopted on the ____ day of _____, 201__, by the Members of Park Place Association, Inc. (“Association”).

RECITALS

WHEREAS, a certain Covenants Running with the Land was recorded on December 19, 1973, at recording number Docket 10444, Page 774 with the Maricopa County Recorder's Office; Declaration of Covenants, Conditions and Restrictions was recorded on March 20, 1974 at Docket 10564, Page 688; Declaration of Covenants, Conditions and Restrictions of Park Place Association, Inc. was recorded on March 20, 1974 at Docket 10564, Page 704; Covenants Running with the Land was recorded on June 19, 1974, at recording number Docket 10704, Page 607 with the Maricopa County Recorder's Office; an Amended and Restated Declaration of Covenants, Conditions and Restrictions of Park Place Association, Inc. (Ponderosa Mesa) was recorded on June 24, 1975, at recording number Docket 11216, Page 1065 with the Maricopa County Recorder's Office; Covenants Running with the Land was recorded on October 19, 1976, at recording number Docket 11906, Page 898 with the Maricopa County Recorder's Office; Covenants Running with the Land was recorded on October 22, 1976, at recording number Docket 11913, Page 1002 with the Maricopa County Recorder's Office; Covenants Running with the Land was recorded on February 7, 1977, at recording number Docket 12067, Page 1076 with the Maricopa County Recorder's Office; Covenants Running with the Land was recorded on September 27, 1977, at recording number Docket 12452, Page 1517 with the Maricopa County Recorder's Office; Covenants Running with the Land was recorded on December 22, 1977, at recording number Docket 12616, Page 589 with the Maricopa County Recorder's Office (collectively

“Original Declaration”);

WHEREAS, a Declaration of Annexation was recorded on October 30, 1975 at recording number Docket 11396, Page 398 with the Maricopa County Recorder’s Office; Declaration of Annexation was recorded on June 30, 1977 at recording number Docket 12297, Page 0518 with the Maricopa County Recorder’s Office; Declaration of Annexation was recorded on June 30, 1977 at recording number Docket 12297, Page 0519 with the Maricopa County Recorder’s Office; Declaration of Annexation was recorded on September 22, 1977 at recording number Docket 12445, Page 368 with the Maricopa County Recorder’s Office; Declaration of Annexation was recorded on October 26, 1977 at recording number Docket 12507, Page 440 with the Maricopa County Recorder’s Office; Declaration of Annexation was recorded on February 1, 1978 at recording number Docket 12691, Page 248 with the Maricopa County Recorder’s Office; Declaration of Annexation was recorded on November 8, 1978 at recording number Docket 13266, Page 1084 with the Maricopa County Recorder’s Office

WHEREAS, pursuant to Article VIII of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Park Place Association, Inc. (Ponderosa Mesa) recorded on June 24, 1975, the Owners of at least seventy-five percent (75%) of the Lots are granted the right to amend the Original Declaration by signing an instrument containing the adopted amendments.

WHEREAS, the undersigned represents the Owners of at least seventy-five percent (75%) of the Lots; and

WHEREAS, the undersigned are desirous of amending said Declaration.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions recorded on March 20, 1974 at Docket 10564, Page 704, and an Amended and Restated Declaration of Covenants, Conditions and Restrictions of Park Place Association, Inc. (Ponderosa Mesa) recorded on June 24, 1975, at recording number Docket 11216, Page 1065 with the Maricopa County Recorder’s Office be amended by substituting in their place the following Second Amended and Restated Declaration of Covenants, Conditions and Restrictions For Park Place (“Declaration”):

The undersigned Owners of a seventy-five percent (75%) of the Lots of certain real property located in Maricopa County, State of Arizona, which is legally described as follows: See Exhibit A

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

ARTICLE I
DEFINITIONS

Section 1. Assessment shall mean the Annual Assessments and Special Assessments, whether or not capitalized, defined and described in the Project Documents.

Section 2. Association shall mean Park Place Association, Inc., an Arizona corporation, its successors and assigns

Section 3. Common Area shall mean all real property, including improvements thereon owned by the Association for the common use and enjoyment of the Owners, which includes the landscaped lawns, walkways, clubhouse and swimming pool.

Section 4. Improvement shall mean any building, fence, wall or other structure or any roadway, parking area, driveway, or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

Section 5. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Area.

Section 6. Member shall mean to any person or entity entitled to membership in the Association as provided in the Declaration.

Section 7. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. Project Documents shall mean the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Park Place, Bylaws, Articles of Incorporation, Rules and Regulations and Architectural or Design Guidelines.

Section 9. Property shall mean and refer to that certain real property described in Exhibit A, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 10. Recreational Facilities shall mean the pool, clubhouse and other capital improvements on Association's Common Area.

Section 11. Residence means any building, or portion of a building, situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence.

Section 12. Single Family shall mean an individual living alone, group of two (2) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than two (2) persons not so related, who maintain a common household in a Residence.

Section 13. Visible From Neighboring Property shall mean that with respect to any given object that such object or portion thereof is or would be visible to a natural person six feet tall standing at ground level on any part of a Lot, Common Area or public street within or adjacent to the Property.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any Recreational Facilities situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use any Recreational Facilities situated upon the Common Area by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

C. The right of Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be

effective unless an instrument signed by two-thirds (2/3rds) of the Owners is executed and such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and Recreational Facilities to the member of his family, his tenants, or contract purchasers who reside on the property

ARTICLE III
MEMBERSHIP

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

Section 2. The Association shall have one (1) class of voting members. All Owners shall be entitled to one (1) vote per Lot owned. When more than one person own any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) Annual Assessments, 2) Special Assessments, 3) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance or repairs caused by willful or negligent acts of the individual Owner not caused by ordinary wear and tear. Such assessments are established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs, late fees, and all attorney fees, whether or not a lawsuit or other legal action is initiated, 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, late fees, costs of collections, charges for monetary penalties and all attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The personal obligation for the delinquent Assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Association and for the improvement, maintenance and replacement of the Common Area and Recreational Facilities thereon, and any other purposes permitted by statutes or the Declaration, Bylaws or Articles.

Section 3. Maximum Annual Assessments. As of January 1, 2017, the maximum annual assessment shall be \$429.72 for each Lot.

A. The maximum annual assessment may be increased each year by not more than 5% above the maximum assessment for the previous year without a vote of Members.

B. The maximum annual assessment may be increased above 5% only by at least fifty-one percent (51%) of the Members voting to approve such increase at a meeting duly called for this purpose.

C. The Board may fix the Annual Assessment at an amount not in excess of the maximum annual assessment.

Section 4. Special Assessment for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and Recreational Facilities or replacement of damaged or destroyed common elements, provided that any such assessment shall be approved by two-thirds (2/3rds) of the votes of the Members a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Sections 3 and 4 shall be sent to all Members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members in-person or by absentee ballots entitled to cast at least sixty (60%) of all the votes 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 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 Assessments and Special Assessments for capital improvements must be fixed at a uniform rate for all Lots and shall be collected on an annual or other basis as determined in the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments. The Annual Assessments shall commence on the first day of each calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto, but the failure to give such notice or the Owner's failure to receive such notice shall not affect the validity of the Annual Assessment. 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. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall be deemed late and shall bear interest at the rate of twelve (12%) per annum plus a late fee of \$15.00 per month. The Association may bring a suit at law against each Owner or Owners personally obligated to pay the same, or foreclose the lien against the Lot. The Association shall have a lien on each Lot for all Assessments levied, interest, collection costs, late fees, monetary penalties, attorneys' fees, court costs, any payment made on a prior lien including a mortgage, deed of trust or taxes on a Lot and any other charges or fees imposed by the Association against a Lot or Owner pursuant to this Declaration.

Section 9. No Offsets. All Assessments shall be payable in the amount specified herein, and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance of all or any portion of the Common Area, non-use of the Common Area, abandonment of his Lot, or failure to receive notice of the Assessment.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, exercise of a power of sale pursuant to a deed of trust, shall extinguish the lien of such Assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve a Lot Owner or a Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V

MAINTENANCE

Section 1. Maintenance By Association. The Association shall maintain the Common Area and Recreational Facilities, including the landscaping and the walkways. The Association shall do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration. The Board shall be the sole judge as to the appropriate maintenance of all grounds and landscaping within the Common Area.

Section 2. Maintenance By Owner. Each Owner of a Lot shall be responsible for the maintaining, repairing or replacing his Lot and all Improvements thereto, including the Residence. All such Improvements shall be kept in good condition and repair. The Owner shall maintain the Lot in a clean and attractive manner and free of debris. The Board of Directors is expressly authorized to adopt rules and regulations regarding the maintenance standard and requirements for Residence and Improvements thereon.

Section 3. Repair or Restoration Caused by Negligent or Wrongful Acts. In the event any part of the Common Area, Recreational Facilities or the Improvements is damaged or destroyed by the negligent or willful misconduct or omission of the Owner or that Owner's invitees, guests, agents, members of his family or occupants or family pets, such Owner does hereby irrevocably authorize the Association to repair or replace such damage in a good, workmanlike manner in substantial conformance with the original plans and specifications. The Owner shall then reimburse the Association in the amount expended for such repairs. Each Owner further agrees that if the costs for the repairs or replacement are not paid within ten (10) days after completion of the work such costs

shall be secured by a lien against the Owner's Lot and shall bear interest at the rate of six percent (6%) per annum. The costs owed by said Owner shall be a debt and shall be collectible, together with attorneys' fees and court costs, by any lawful procedure allowed by the laws of the State of Arizona including foreclosing the lien.

ARTICLE IV

USE RESTRICTIONS

Section 1. Single Family Residential Use. No building shall be erected, constructed, altered or maintained on any Lot other than a residence for a Single Family. All Residences shall be used, improved and devoted exclusively to residential use by a Single Family.

Section 2. Animals. No farm animals, livestock, poultry or fish of any kind other than a reasonable number of generally recognized house pets, shall be raised, bred or kept on any Lot, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Owners, residents and tenants shall keep all animals on a leash when the animal is not confined in the Residence or in the yard. Owners, residents and tenants must pick up any waste from their animal(s).

Section 3. Signs. No signs whatsoever shall be erected or maintained on any Lot within Association, except those signs set forth in A.R.S. §33-1808 and as amended, which includes political signs, caution signs, "for sale" signs, "for rent" or "for lease" signs. Also, an Owner may erect or maintain on any Lot the following: (1) such signs as may be required by legal proceedings; (2) a residence identification name place; (3) a "no solicitation" sign at the front door no larger than 2 inches by 4 inches, and (4) such signs, the nature, number and location of which have been approved in writing in advance by the Board.

Section 4. Nuisances. No rubbish or debris or any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise there from so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive

or detrimental to any other Lot in the vicinity thereof or to its occupants. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

Section 5. Recreational Vehicles and Boats. Recreational vehicles, campers or other similar vehicles (collectively "Recreational Vehicles") may be kept, placed or maintained on the driveway of a Lot for no longer than seventy two (72) hours and no more than forty-eight (48) hours on the street for the purposes of loading or unloading; provided, however, Recreational Vehicles shall not to block access to any driveway. Recreational Vehicles that are inoperable or not registered must be stored where the Recreational Vehicles will not be Visible From Neighboring Property. Trailers may not be kept, parked or stored so as to Visible From Neighboring Property, except that trailers may be parked on the street for not more than forty-eight (48) hours for the purposes of loading or unloading. Boats may not be kept, parked or stored so as to Visible From Neighboring Property.

Section 6. Vehicles: Parking and Repairs. Vehicles of an Owner, tenant or resident of a Lot are prohibited from parking on the landscaping and must be parked on an improved, dust-proof parking surface. Driveway additions that have not been approved by the Architectural Board are not approved for parking vehicles. No vehicle may be constructed, reconstructed or repaired, on any Lot or street within the Association, in such manner as will be Visible From Neighboring Property; provided, however that the provisions of this paragraph shall not apply to minor vehicle repairs, such as oil change, tire change, and window replacement. Garages shall be used for parking vehicles and storage purposes only and not as living quarters. Vehicles must be legally registered with current tags displayed on the vehicle. An inoperable vehicle must be stored in the Owner's garage, or moved from the Lot within forty-eight (48) hours. Designated parking spaces within the center of cul-de-sacs cannot be used to store vehicles in excess of 48 hours and all such vehicles must be in good working condition and repair including displaying current registration tags.

Section 7. Landscaping. Yard and landscaping on a Lot shall be well-maintained and free from weeds and litter. Each Owner shall keep, maintain, water, plant and replant all areas located on the Lot to present an attractive, clean, slightly and wholesome appearance at all times. No Owner shall allow or permit trees, shrubs and/or plants to impede, obstruct or interfere with the passage on any street or sidewalk. Dead

trees, shrubs and plants shall be promptly removed and replaced within a similar item. All trees, shrubs and plants shall be neatly trimmed and maintained and in no event shall any tree, shrub or plant in front of the windows or doors facing the street be allowed to cover any portion of the windows or doors.

Section 8. Temporary Occupancy. No trailer, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a Residence on any Lot either temporary or permanent.

Section 9. Diseases and Insects. No Owner shall permit anything or any condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects. Owners must immediately remove any and all beehives and termites from a Lot at the Owner's expense.

Section 10. Restrictions on Further Subdivisions. 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 shall any easement or other interest therein, be conveyed or transferred by any Owner without the prior written approval of the Board.

Section 11. Swimming Pools. Draining or backwashing a pool upon a public street within the Association is unlawful. Allowing water in a swimming pool or similar body of water to stagnate and thereby become polluted, offensive or unsafe is strictly prohibited.

Section 12. Trash Containers. Trash containers shall be kept in the garage or stored where not Visible From Neighboring Property. Trash containers may be placed at the curb the evening before the scheduled trash pickup and must be returned to the garage or stored where not Visible From Neighboring Property no later than 24 hours after the scheduled trash pickup. An Owner shall keep the trash container in good condition and shall not over fill the trash container.

Section 13. Storage. The storage or accumulation of trash, junk, manure or other offensive or noxious materials is specifically prohibited, which includes, but is not limited to indoor furniture, boxes, crates, mattresses, bedding, lumber, appliances, scrap iron, tin, vehicle parts and construction materials. All sidewalks and public walkways shall be kept free of garbage and debris.

Section 14. Violations of Law. No Owner shall permit anything to be done or kept in his Lot which would be in violation of any law.

ARTICLE VII
EASEMENTS

There is hereby created a blanket easement upon, across, over and under the Lots and Common Area 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 communications lines and systems, etc. This includes the right of the Association to enter upon a Lot to access the power box located on the Lot for the purposes of repairing or servicing the Common Area lighting. It shall be expressly permissible under such easement for the providing utility or service company to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, in and under the said Lots and Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities or service lines may be installed or relocated on said premises except as initially programmed and approved by the Declarant and thereafter approved by the Board. In no event shall any portion of the above mentioned easement for utilities be placed on or installed under any permanent building structure constructed thereon. This easement shall in no way affect any other recorded easement on said property.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, patio cover, awning, antenna, wall or other structure shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to or change or alteration to the Lots therein, including painting the garage door, be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and locations of the same shall have been submitted in writing to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Architectural and Planning Board.

Section 2. Membership. The Architectural and Planning Board shall consist of at least one Board Director, who shall be the chairperson of the committee, and such regular members and alternate members as may be determined by the Board. The Board shall have the right to appoint and remove all regular and alternate members of the

Architectural and Planning Board, at any time, for any reason. The Board shall have the right to adopt, amend or repeal by majority vote or unanimous written consent, rules and regulations which shall interpret and implement the provisions contained in this Declaration and set forth the standards and procedures for architectural control, review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, use of materials and similar features and items in accordance with this Declaration.

Section 3. Committee Action. In the event the Architectural and Planning Board fails to approve or disapprove an application for improvement or alteration within forty-five (45) days after submission of said application, duly prepared in accordance with the rules promulgated by the Architectural and Planning Board, approval will not be required.

Section 4. Limited Effect of Approval. The approval by the Board, or the Architectural and Planning Board, of any plans, drawings or specifications, for any work done or proposed, or for any other matter requiring prior written approval by virtue of this Declaration, shall not be deemed to constitute a waiver of any requirement or restriction imposed by the City of Mesa Building Code or of any other law, or of any requirement or restriction imposed by this Declaration, or of any rights of the Board or Committee to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval. The Owner shall be required to submit a written request for approval if any requirements are imposed by the City of Mesa Building Code or of any other law or any other requirement or restriction imposed by this Declaration, after the Owner has obtained approval from the Architectural and Planning Board.

Section 5. Non-liability of Committee Members. Neither the Board nor the Architectural and Planning Board nor any member thereof shall be liable to the Association, to 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 Lot within the Association, 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 of the Board or the Architectural and Planning

Board, 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 Board, or the Architectural and Planning Board, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Board or the Architectural and Planning Board.

ARTICLE IX

INSURANCE

The Association, through its Board of Director or duly authorized agent, shall have the right and power to purchase and maintain at all times and to the extent reasonably available, such comprehensive general liability insurance coverage and property insurance on the Common Area and Residential Facilities as the Board deems desirable and necessary.

ARTICLE X

ASSOCIATION

Section 1. Management of Association Affairs. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as same may be amended from time to time. All Directors must be Members of the Association in good standing, including current in the payment of Assessments and other fees or charges imposed pursuant to the Project Documents and in compliance with the Project Documents.

Section 2. Rules and Regulations. By a majority vote of the Board, the Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations. The Association Rules may restrict and govern the use of the Common Area, the Recreational Facilities and any other area within the Association including conduct upon the Lots, except as to the interior of any Residence of an Owner. The Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said

Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 3. Limitation of Liability of Board Member. No member of the Board, member of any committee of the Association, or any officer of the Association, 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, or any other representative or employees of the Association, or the Architectural and Planning Board, or any other committee, or any officer of the Association, provided that such Member has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, occupying, owning or otherwise having an interest in any Lot within the Association, their heirs, executors, successors, grantees and assigns.

A. The Association may enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien and charges now or hereafter imposed by the provisions of this Declaration or Project Documents, by the following:

a. Impose reasonable monetary penalties, after notice and opportunity to be heard is given to the Owner or other violator. An Owner shall be responsible for the payment of any monetary penalty levied or imposed against a leasee or resident of the Owner's Lot or by any guests or invitees of the Owner or any leasee or resident.

b. Suspend an Owner's right to vote.

c. Suspend an Owner, leasee or resident's right to use any Recreational Facilities within the Common Area.

d. Suspend any services provided by the Association to an Owner or the Owner's Lot when the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association.

e. File a suit at law or in equity to enjoin a violation of the Declaration, to compel compliance with the Declaration, to recover any monetary penalties or other money damages or to obtain such other relief as to which the Association may be entitled.

B. Any Owner shall also have the right to enforce the Project Documents Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

C. All rights and remedies of the Association in the Project Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy.

D. The Association shall not be obligated to take any enforcement action if the Board determines, in its sole discretion, that because of the strength of the possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other fact(s) deemed relevant by the Board, enforcement action would not be appropriate or in the best interest of the Association.

E. The failure of the Association or Owner to take enforcement action with respect to a violation of the Project Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Project Documents in the future.

F. If the Association retains or consults with an attorney with respect to any violation of the Project Documents by the Owner of a Lot, the lessee of the Owner or a resident of an Owner's Lot, all attorneys' fees incurred by the Association shall be assessed against the Owner, whether or not a lawsuit is filed by the Association, and all such attorney fees shall be paid by the Owner to the Association on demand and shall be secured by the assessment lien as set forth in Article IV, Section 8 of this Declaration.

G. If the Association or an Owner files a lawsuit to enforce provisions of the Declaration or in any other manner arising out of the Declaration, Articles, Bylaws or Association Rules, the prevailing party in such action shall be entitled to recover from the other party all attorney's fees and costs incurred by the prevailing party in such action.

Section 2. **Disputes.** If a dispute arises between Owners in regards to maintenance of landscaping, including trees, installation/use of sheds or other areas where an Owner has certain obligations to neighboring Owner pursuant to this Declaration, the disputing Owners shall contact the Association for the resolution. Upon

submittal of the dispute to the Board, the Board of Directors shall make a final determination, which shall be binding on the submitting Owners.

Section 3. Duration; Termination. This Declaration, which may be amended pursuant to Section 6 below, shall run with the land and bind the Lot and be in full force and effect in perpetuity unless terminated as provided in this Section. This Declaration may be terminated at any time, if such termination is approved by the affirmative vote or written consent, or any combination thereof, of the Owners holding ninety percent (90%) or more of the votes in the Association. If the necessary votes and consents are obtained, the Board shall cause to be recorded a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary of the Association, with their signatures acknowledged. Following the recording of a Certificate of Termination, this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles of Incorporation.

Section 4. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any other provisions hereof.

Section 5. Interpretation. Except for judicial construction, the Board of Directors shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions of this Declaration shall be final, conclusive and binding as to all persons and property that are bound by this Declaration. In the event of any conflict between this Declaration and the Articles, Bylaws or Association Rules, this Declaration shall control. In the event of any conflict between Articles and Bylaws, the Articles shall control. In the event of any conflict between the Bylaws and the Association Rules, the Bylaws shall control.

Section 6. Amendment. This Declaration may be amended at any time by the affirmative vote of Owners of not less than seventy-five percent (75%) of all the Lots. Any amendment approved by the Owners shall be signed by the President or Vice President of the Association and attested by the Secretary with their signatures acknowledged and shall be recorded. Unless a later effective date is provided for in the amendment, any amendment of this Declaration shall be effective upon the recording of the amendment.

Section 7. Captions and Titles. All captions, titles or headings of the articles and sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 8. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, including zoning laws, pertaining to the ownership, occupation or use of any Lot within the Lot is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 9. Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding in all subsequent and future Owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 10. Reference to this Declaration in Deeds. Deeds to and instruments affecting any Lot may contain the covenants, conditions and restrictions set forth herein by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or any other person claiming through any instrument and his heirs, executors, administrators, successors and assignees.

Section 11. Gender and Number. Whatever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine

genders; words used in the singular shall include the plural; and words of the plural shall include the singular.

IN WITNESS WHEREOF the undersigned, hereby certify that this Declaration was duly adopted by the Owners as of this ____ day of _____, 20__.

BY: _____
President of Park Place Homeowners Association, Inc.

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose therein contained.

Notary Public
Notary Seal

My Commission expires ___/___/20__

BY: _____
Secretary of Park Place Homeowners Association

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose therein contained.

Notary Public
Notary Seal

My Commission expires ___/___/20__