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When recorded, return to:
Trinity Construction Company, Inc.
2310 W. Keim Drive,
Phoenix, Arizona 85015

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DECLARATION OF HORIZONTAL PROPERTY REGIME
AND COVENANTS, CONDITIONS AND RESTRICTIONS

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FOR

VILLA NORTE



KNOW ALL MEN BY THESE PRESENTS:

That Villa Norte Limited, an Arizona Limited Partnership, as owner of the real property herein, hereinafter called "Declarant", executes this Declaration of Horizontal Property Regime and Covenants, Conditions and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth. This Declaration shall create a condominium to be known as:

Villa Norte, according to this Declaration as recorded in Book 202 of Maps, page 18, Office of the County Recorder of Maricopa County, Arizona.

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Declarant hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the units in each multifamily structure, and the co-ownership by the individual and separate owners thereof, as tenants in common and as hereafter set forth, of all of the real property which is hereinafter defined and referred to herein as the "Common Area", and for the maintenance thereof.

NOW, THEREFORE, Declarant declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations (hereinafter collectively sometimes called "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all the property described herein and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. Said restrictions establish and impose a general plan for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions, charges, liens, easements and restrictions upon said land

TO RECORDED TO CORRECT THE NAME OF VILLAS NORTE TO VILLA NORTE IN NUMEROUS PLACES AND ALSO TO RECORDED TO CORRECT THE LOT NUMBERS.

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and upon any and all units constructed or to be constructed thereon, and upon the use, occupancy and enjoyment thereof. Every conveyance of any of said units, or property or portion thereof shall be and is subject to these covenants, conditions, charges, liens, restrictions and easements as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to VILLA NORTE ASSOCIATION, its successors and assigns, an unincorporated association.

Section 2. "Properties" or "Premises" or "Project" shall mean and refer to that certain real property herein described.

Section 3. "Common Area" and "Common Elements" shall be synonymous and are defined as follows:

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(a) The common areas shall include without limitation each multifamily structure (except for the units including patios and storage area), the earth upon which the structure is located (as set forth in the legal description in ARTICLE I, Section 7, herein), the air space above the interior surface of the ceiling of the structure, all bearing walls, columns, elevators, floors, roofs, ceilings, slabs, foundations, pools, tanks, pumps, chillers and other central services and all recreational facilities, lawns, pavement, trees and all other landscaping on the project on which the multifamily structures are located, pipes, ducts, shutes, conduits, wires and other installations of the multifamily structures, wherever located, except the outlets thereof when located within the units.

Section 4. "Unit" shall be synonymous with Townhome and shall mean and refer to a separately designated and legally described freehold estate consisting of the apartment units in each multifamily structure, each separately shown, numbered and designated on the condominium plan shown on Exhibit A, hereof, and shall be a separate freehold estate consisting of the space bounded by and contained within and includes the interior surfaces of the perimeter walls, floors, ceilings, windows and floors of each unit, and also including the interior surfaces of the walls or fences surrounding the patio and storage areas and the ground level of the patio, each of such spaces being defined and referred to herein as a "Unit". Each unit shall also include the air handling unit located above the ceiling of the hallway in each unit together with any ductwork which services the said individual unit. Each unit shall include both the portions of the building so described and the air space so encompassed, but the following are not part of the unit: bearing walls, columns, floors, foundations, slabs, pumps, and other central services, pipes, conduits, wires and other utility installations, wherever located except the outlets thereof when located within the unit and the air handling unit and ductwork serving the unit.

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Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or equitable title (or legal title if equitable title has merged) of any unit which is part of the properties.

Section 7. "Submitted Property" shall mean and refer to:

Lots 11 and 12, VISTA INCOME ESTATES UNIT TWO, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona in Book 19 of Maps, Page 18.

ARTICLE II

DECLARATION

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Section 1. Declarant, the fee owner of the above described submitted property hereby makes the following declaration as to division, easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses to which the project may be subjected hereby specifying that such declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the project, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

Section 2. Declarant, in order to establish a plan of condominium ownership for the project in accordance with the Horizontal Property Regime Statutes of Arizona, §33-551 through §33-561, Arizona Revised Statutes, declares, covenants and agrees that it hereby divides the submitted property, pursuant to said sections of the statutes, into the following separate freehold estates:

(a) 20 separate units as defined in ARTICLE I, Section 4, hereinabove, and as shown and described on the Condominium Plan attached hereto as Exhibit "A".

(b) The common areas, which are defined in ARTICLE I, Section 3, hereinabove, and as are shown in said Exhibit "A", minus the units, as shown thereon.

Section 3. Each unit together with the respective undivided interest in the common areas specified and established in ARTICLE II, Section 5, 6 and 7, hereof, together with the right to use exclusively spaces as set forth in ARTICLE II, Section 4, hereof, is defined and hereinafter referred to as a "Condominium", and the ownership of each condominium shall include a unit, an undivided 1/20th interest in the general common areas, and the right to use such exclusive areas of the "restricted common areas" defined in ARTICLE II, Section 4, hereof, and as designated herein and assigned by the Board of Directors.

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Section 5. The 20 individual units hereby established and which shall be individually conveyed (together with their respective undivided fractional interests in the general common areas), are described as follows:

Units ~~100~~¹ thru ~~120~~²⁰, inclusive; VILLA NORTE.

Section 6. The undivided interest in the general common areas hereby established and which shall be conveyed with each respective unit shall be one-twentieth (1/20th).

Section 7. The above undivided interest established and to be conveyed with the units cannot be changed except as provided in ARTICLE XVI, Section 8, or as otherwise provided herein, and Declarant, its successors and assigns, and grantees, covenant and agree that undivided interests in the common areas and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed, and each such undivided interest shall ^{be} deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

Section 8. The proportionate shares of the separate owners of the respective condominium in the profits and common expenses in the common areas, shall be the same as their respective interests in the common areas as set forth in ARTICLE II, Section 6.

ARTICLE III

MEMBERSHIP

Section 1. Membership in the Association, except for membership of the Declarant and the first Board of Directors, shall be limited to owners of units constructed or planned to be constructed on the property described above and such additional property as may be annexed thereto. An owner of a unit shall, automatically, upon becoming the owner of a unit, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a unit shall be the sole qualification and criteria for membership.

Section 2. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of such unit and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the purchaser of such unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership for the purchaser and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

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Section 3. The owner of each unit shall be entitled to one membership in the Association, and there shall be no more than one membership for each unit, which membership shall be subject to all of the provisions of the Association's By-laws, attached hereto and made a part hereof, Management Agreement, if any, and these Restrictions, as now in effect or as may hereafter be amended.

ARTICLE IV

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A member shall be all of those owners as defined in ARTICLE III. A Class A member shall be entitled to ^{Unofficial Document} one vote for each unit owned by said member, as provided above.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each unit in which it holds the interest required for membership by ARTICLE III, provided that 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 within all phases of this condominium project equal the total votes outstanding in Class B membership, or

(b) Five years from the date of this Declaration.

Section 2. In the event any unit owner shall be in arrears in the payment of any amounts due under any of the provisions of this Declaration for a period of fifteen (15) days, or shall be in default in the performance of any of the terms of this Declaration for a period of fifteen (15) days, said unit owner's right to vote as a member of the VILLA NORTE ASSOCIATION shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE V

PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title to each and every unit. It is expressly acknowledged and agreed by all parties concerned that this ARTICLE is for the mutual benefit of all owners of the VILLA NORTE, and is necessary for the protection of said owners. It is understood and agreed that the rights of use and enjoyment

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of the common areas may be exercised by any person legally in possession of a unit in a manner not in violation of the provisions hereof, but nothing herein shall be deemed to alter or amend the definition of "owner" under ARTICLE I, Section 6, hereof, or to affect the provisions of ARTICLE III hereof with respect to membership or to affect the provisions of ARTICLE IV hereof with respect to voting rights. Such rights and easements of enjoyment shall be subject to reasonable rules and regulations as from time to time are promulgated by the Board of Directors, and which may include but shall not be limited to:

(a) The right of the Association to reasonably limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas;

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(c) The right of the Association to borrow money.

Section 2. Delegation of Use. Any member may delegate in accordance with the By-laws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Maintenance. Maintenance, upkeep and repairs of the common areas and restricted common areas, shall be the sole responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common areas and all exteriors and roofs of the units, including but not limited to, recreation and parking areas and walks, may be taken by the Board of Directors or by its duly delegated representative, as it may deem to be in the best interests of all parties carrying out the purposes of this Declaration. The powers, rights and duties of the Association and the Board of Directors shall be as contained in this Declaration, and as may be adopted in its By-laws not inconsistent herewith.

Section 2. The Association, or its duly delegated representative, shall maintain and otherwise manage all common areas and equipment, including, but not limited to the pool areas, landscaping, and restricted common parking areas located upon the above described properties. The Board of Directors shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property, so that said project will reflect a high pride of ownership. All interior maintenance and interior repair of individual units and the maintenance, repair and replacement of the air handling unit and ductwork, serving the unit, shall be the sole obligation and expense of the individual unit owners.

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Section 3. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the properties, hereby covenants, and each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due, but such personal obligation and liability of the "owner" shall not be deemed to limit or discharge the charge on the land and continuing lien upon the property against which such assessment is made, provided, however, that in no case shall the Declarant pay or be liable Unofficial Document for assessments until such time as 90% of all units in VILLA NORTE are sold and conveyed.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health enjoyment, safety and welfare of the residents in the properties and in particular for the payment of utility charges and the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common areas, and of the units situated upon the properties.

Section 5. Establishment, Basis and Maximum of Assessments. Declarant and the owner of each such unit, for themselves, their heirs, successors and assigns, further covenants that each unit shall be subject to an assessment in an amount to be determined by the Association, in the following manner:

(a) Such unit's share of the actual cost to the Association of all utility charges and the repair, construction, replacement and maintenance of the general common areas, restricted common areas and other facilities and activities including but not limited to, pool maintenance and repairs, upkeep and maintenance of recreation facilities, mowing grass, caring for the landscaping and grounds, sprinkler system, and other charges required by this Declaration of Covenants, Conditions and Restrictions;

(b) Such unit's share of the actual cost to the Association of such recreational facilities as may from time to time be provided by the Association;

(c) Such unit's share of such sums as the Board of Directors of the Association shall determine to be

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fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, and other charges as hereinafter provided, fire and extended coverage insurance on the common areas, and a liability insurance policy in the face amount of not less than \$500,000.00, which policy, in addition to public liability shall cover repair and construction work to all of the assets and property to be maintained by the Association. The disposition of liability insurance proceeds shall be made upon majority vote of the Board of Directors but in all events shall be used to and for the purpose of the Association;

(d) Such unit's share of such additional sums as the Board of Directors of the Association shall determine to be necessary to meet the primary purposes of the Association.

(e) Each unit's share shall be the same as its undivided interest in the ^{Unofficial Document} common elements of the total amount determined under subparagraphs (a), (b), (c) and (d) above.

Section 6. The amount to be shared among the members of the Association pursuant to the subparagraphs (a), (b), (c), (d) and (e) above, shall be established annually by the Board of Directors. Said amount shall be established after the Board of Directors has met with the management corporation, as hereinafter provided, and has examined the annual report to be prepared by said management corporation and the annual report prepared by a certified public accountant.

Section 7. An annual report shall be prepared by the management corporation or by such other party as the Board of Directors shall order. The exact date for the annual report shall be determined by the Board of Directors. The Board of Directors shall meet with the management corporation or other party preparing said report within thirty (30) days following the preparation of same to discuss and set the rate for the current year.

Section 8. At the time of the first conveyance of each unit and from time to time thereafter, the Board of Directors or the designated representative shall notify the owner or owners of each unit as to the amount of the estimated annual assessment and shall each month collect for each unit one-twelfth (1/12) of said unit's proportional share of said annual assessment.

Section 9. Until January 1, of the year immediately following the conveyance of the first unit to an owner, the maximum monthly assessment shall be \$ _____ per unit. From and after the end of said first fiscal year, the maximum annual assessment may be increased by an amount up to 10% per annum, effective the first day following the end of each fiscal year by a majority vote of the duly elected Directors of the Association so acting at any regular or special meeting of the Directors. Any greater annual increase in the maximum assessment shall require a majority vote of the members as set forth in Section 10 following.

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Section 10. Special Assessments. In addition to any other assessments authorized by this Declaration, the Association's Board of Directors shall have the right and power to provide for the construction of additional recreational and other common facilities, or the alteration, demolition or removal of existing recreational and other common facilities, from time to time, as in their discretion appears to be in the best interests of the Association and the project. Any such alterations, demolition, removal, construction, improvements or additions, increasing the owner's annual assessment over the then maximum limitation, shall be authorized by an affirmative vote of three-fourths (3/4) of the Board of Directors at a duly called meeting at which a quorum is present, and ratified and approved by the affirmative vote of sixty-six percent (66%) of the Association members present at a duly called meeting at which a quorum is present.

Section 11. For purposes of these Sections, the presence at a duly called meeting 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 forthcoming at any meeting, another meeting may be called by sending written notice to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be more than sixty (60) days following the preceding meeting.

Section 12. Uniform Rate of Assessment. Both annual and special assessments must be fixed at an equal rate for all units based on each unit's respective undivided interest in the common elements. Any and all of these assessments may be collected on a monthly basis.

Section 13. Effect of Nonpayment of Assessments and Remedies of the Association. Each unit owner, for himself, his heirs, successors, grantees and assigns, covenants that with respect to charges so determined during the period that he is an owner, he will remit these charges directly to the management corporation, or to such other party or parties as directed by the Association's Board of Directors.

(a) Any assessments which are not paid when due shall be delinquent. Each unit owner further agrees that these assessments if not paid within twenty (20) days after the due date, shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and shall become a lien upon said owner's unit and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgage.

(b) Each such owner expressly vests in the VILLA NORTE ASSOCIATION, or its agents, the right and power to being all actions against such owner personally for the collection of such charges as a debt and to enforce

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the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage of real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other unit owners. The Association acting on behalf of the unit owners, shall have the power to bid on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event any person, corporation or association authorized to enforce the provisions of this Declaration employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this ^{Declaration} ~~Declaration~~, the owner, owners and parties against whom the action is brought shall pay all attorney's fees and costs thereby incurred by said enforcing party in the event said enforcing party prevails in any such action.

Section 14. No owner of a unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common areas or by the abandonment of his unit.

ARTICLE VII

PARTY WALLS

Section 1. The rights and duties of the owners of units within this project with respect to party walls and/or walls directed between adjoining units shall be governed by the following:

(a) Each wall, including patio walls, which is constructed as a part of the original construction of the multifamily structure, any part of which is a bearing wall between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) In the event any such party wall is damaged, or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such, the owner shall forthwith proceed to rebuild and repair the same to as good condition as formerly

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without cost to the adjoining owner.

(c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees, guests of family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, the Association shall bear the responsibility to rebuild or repair the same to as good condition as formerly.

(d) Notwithstanding any other provisions of this ARTICLE, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) 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.

(f) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall 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 arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. No improvement, whether a building, fence, wall, or other structure shall be commenced, erected or maintained, until the plans and specifications for the same showing all construction details, including the nature, shape, height, materials, floor plans, location and approximate cost thereof shall have been submitted to and approved in writing by VILLA NORTE ASSOCIATION, its successors or assigns. Said

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Association shall have the right to deny approval of any plans or specifications which are not, in its opinion, suitable or desirable for aesthetic or any other reason, and shall have the right to take into consideration the harmony and conformity of the proposed improvements with the surrounding buildings and the suitability of the same with surrounding areas and the effect of such structure or building as seen from adjacent or neighboring properties. All subsequent replacements, alterations, repainting or improvements of any building, fence, wall, or other structure, also shall be subject to the prior approval of VILLA NORTE ASSOCIATION, its successors or assigns. If the Association fails to approve or disapprove such plans and specifications within thirty (30) days after submission thereof, approval will not be required and this ARTICLE will be deemed to have been fully complied with; provided, however, that in no event shall any unit owner have the right to make changes or additions to his or her residence which would exceed in any amount the original square footage of the said residence.

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ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. The Association, or its duly delegated representatives, shall maintain and otherwise manage all property up to and including the building exteriors, including, but not limited to, the landscaping, parking areas, pool and recreational facilities, roofs, common areas, restricted common areas and exteriors of the buildings and the exterior of the doors located upon the above described properties (except windows of the units and window fixtures) and such additional maintenance of the buildings as the Board of Directors may from time to time determine to be in the best interest of the Association and the co-owners. The Board of Directors shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property, so that said project will reflect a high pride of ownership. All maintenance and repair of the individual units, patio and storage areas shall be the sole obligation and expense of the individual unit owners except to the extent the exterior maintenance and repair is provided by the Association.

Section 2. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such unit is subject.

ARTICLE X

INTERIOR AND OTHER MAINTENANCE

Section 1. Each owner shall be responsible for the upkeep and maintenance of the interior of his unit, including the patio, the air handling unit and ductwork serving the unit, and for the upkeep and maintenance of all other areas, features or parts of his unit and pro-

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perty not otherwise maintained by the Association. All fixtures and equipment installed within a unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the interior walls of a unit, shall be maintained and kept in repair by the owner thereof. Termite control shall be the responsibility of the owner. An owner shall do no act nor any work that will impair the structural soundness or integrity of the multifamily building or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the common areas, restricted common areas, the other units or their owners.

ARTICLE XI

DAMAGE OR DESTRUCTION OF PROPERTY

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Section 1. In the event any general common areas or restricted common areas are damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby irrevocably authorize the Association to repair said damaged areas, and the Association shall repair said damaged areas in good and workmanlike manner in conformance with the original plans and specifications of the areas. The owner shall then repay the Association in the amount actually expended for such repairs and any costs and expenses incurred in connection therewith.

Section 2. Each unit owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon said owner's unit and shall continue to be such lien until fully paid. Said charges shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The amount of principal and interest owed by said owner to the Association shall be a debt, and shall be collectable by any lawful procedures allowed by the laws of the State of Arizona.

Section 3. Each such owner, by his acceptance of a deed to a unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including those specified in ARTICLE VI, Section 5, paragraphs (a), (b), (c), (d) and (e) above, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

Section 4. Nothing contained in this ARTICLE XI shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this ARTICLE been inserted.

Section 5. In the event of a dispute between an owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules have been adopted then the matter shall be submitted to three

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arbitrators, one chosen by the Board of Directors, one chosen by the owner, and these two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination by any two of the three arbitrators shall be binding upon the owner and the Association, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator from the other party, then said other party shall have the right and power to choose both arbitrators.

ARTICLE XII

INSURANCE

Section 1. The Board of Directors, or its duly authorized agent, shall have the authority ^{Unofficial Document} to shall obtain insurance for all the common areas and buildings including such original fixtures within the units as the builder may attach to the interior, including but not limited to built-in ranges, and similar appliances and interior walls and ceilings, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all common areas and buildings, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Board of Directors as trustee for each of the unit owners. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, fire, liability insurance, theft and any other insurance covering any additional interior fixtures he might install and any personal property. In the event of damage or destruction by fire or other peril to any property covered by the insurance written in the name of the Board of Directors, the Board of Directors, shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall contract with any licensed contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all unit owners of the damaged building to make up any deficiency, except that the special assessment shall be levied against all unit owners, as established by ARTICLE VI, Section 5, Paragraph (d) above, to make up any deficiency for repair or rebuilding of the common areas and buildings not a physical part of a unit. In the event such insurance proceeds exceed the cost of repair and reconstruction such excess shall be paid over

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to the respective mortgagees and owners as their interests may then appear. Such payments shall be made to all such owners and their mortgagees in proportion to their percentage interests.

Section 2. At the outset of the delivery of the buildings, including the units, the Declarant, or his duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including the units, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage by fire or other hazards, and shall include the broad form of public liability policy covering all public elements. This policy shall be turned over to the Board of Directors of the Association as soon as they are organized and ready to assume responsibility.

ARTICLE XIII

Unofficial Document

USE RESTRICTIONS

Section 1. Each unit in the premises shall be known as, and limited in use to a single family condominium unit. All buildings or structures subsequently erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of sale of said project, upon such portion of the premises as Declarant may authorize, a temporary office convenient or incidental to the sale of said project thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the premises be used for business, professional, commercial, religious or institutional purposes. Provided, however, the foregoing restrictions shall not apply to the business activities of the Declarant, its agents and assigns during the sale period and/or the Association in furtherance of its power and purposes as herein set forth.

Section 3. No animals, fish or birds of any kind shall be raised, bred or kept on the premises; except that commonly accepted household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purposes.

Section 4. All clothesline equipment, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring units and streets. To the extent feasible, all rubbish, trash or garbage shall be kept in such containers and screened from view of neighboring units and streets until the date of pickup by a trash collection service. No rubbish, trash or garbage shall be burned on the premises. Incinerators of every kind shall be prohibited.

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Section 5. Except in the individual patio areas, no planting or gardening shall be done in the common areas, and no fences, hedges or walls shall be erected or maintained upon said premises except such as installed in accordance with the existing construction of the building located thereon or as approved by the Association.

Section 6. No sign (other than one sign, not to exceed 16"x 24" in size, for purposes of advertising a unit for sale or rent which may be displayed from the interior of a unit window only) of any nature whatsoever shall be permitted on the premises; provided, however, that during the sale of units, the Declarant may erect such signs as it deems appropriate; and provided further, that this restriction shall not apply to the activities of the Association in furtherance of its powers and purposes as herein set forth.

Section 7. The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty days, or (b) any rental if the occupants of the unit ^{of a hotel} provided customary hotel services, such as room service for food and beverages, maid service, linens, and bell-boy service. Other than the foregoing limitations, the owners of the respective units shall have the absolute right to lease the same, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and further subject to the By-laws attached hereto.

ARTICLE XIV

EASEMENTS

Section 1. There is hereby created a blanket easement upon, across, over and under the above described premises, excepting the units, for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including but not limited to, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, etc. 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 said property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said buildings. 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 are now existing or hereafter approved by the Declarant or the Association's Board of Directors. This easement shall in no way affect any other recorded easement on said premises.

Section 2. Each unit and the common elements 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 multifamily structure is partially or totally destroyed, and then rebuilt, the owners of the buildings agree that minor encroachments or parts of the adjacent units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE XI

CONDEMNATION

Section 1. If a portion of the property should be taken by exercise of the power of eminent domain, or should be transferred and conveyed to a condemning authority in anticipation of such exercise, the entire award made as compensation for such taking, including but without limitation, any amount awarded as severance damages, or the entire amount received and paid in anticipation of such taking, after deducting therefrom, in each case, reasonable and necessary costs and expenses, including, but without limitation, attorneys' fees, appraiser's fees and court costs (which net amount is hereinafter in this Section XI referred to as the "Award") shall be paid to the Association, as trustee for all owners and the owners and holders of first mortgages and deeds of trust then encumbering the units. If the portion of the property taken or conveyed shall not be comprised of, or include, all or any part of a unit or if a majority of owners elect to restore or replace a unit under Section 2 below, the Association shall, as soon as practicable, cause the award to be utilized for the purpose of repairing, replacing and restoring the affected area, including, if the Association deems it necessary or desirable, the replacement of any common area or restricted common area improvements so taken or conveyed.

Section 2. Except as hereinafter provided in this Section XV, if the portion of the property taken or conveyed is comprised of, or includes, all, or any part, of a unit the Association shall call a special meeting of the members of the Association to convene within thirty (30) days after its receipt of the award, to determine whether and, if so, in what manner such unit shall be restored, reconstituted or replaced. If a majority of the votes entitled to be cast by the Association members determine, at such special meeting, vote not to restore, reconstitute or replace such unit and related improvements, the Association shall distribute the portion of the award relating to such unit to first the holder of any mortgage or deed of trust upon such unit and the remainder to the owner thereof. At such time as such award has been so distributed, any such owner who has lost his unit by such taking or conveyance shall no longer possess any interest in the project and the interest of the remaining owners in the common areas shall automatically be adjusted accordingly. Any remaining award shall then be subject to Section 1 above. Any remaining portion of the award not used pursuant to Section above shall be divided into as many shares as there are remaining units, such shares to be in the same proportion as the owners' respective undivided percentage interest in the common areas after such taking or conveyance, and such shares shall be distributed to the owners and the holders of any mortgage or deed of trust on the applicable unit, as their interests appear.

Section 3. If the cost of any repair and restoration shall exceed the amount of the award a special assessment shall be levied against the remaining owners to the extent necessary to make up such deficiency. If relating to the common areas, such assessment shall be

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levied against the owners in the same proportion as their percentage interests in the common areas after such taking or conveyance. If, relating to a unit, such assessment shall be levied against the owner of such unit. The special assessment provided for herein shall be secured by the lien provided for in ARTICLE VI of this Declaration.

ARTICLE XVI

RIGHTS AND DUTIES OF FIRST MORTGAGES

Section 1. Notwithstanding and prevailing over any other provisions of this Declaration, of the Association's By-laws, or any rules, regulations or management agreement, the following provisions shall apply to and benefit each holder of a first mortgage and the beneficiaries under all first trust deeds, of record against one or more of the units, all of whom are referred to herein, individually and collectively, as first lienholder:

(a) The first ^{Unofficial Document} lienholder shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenants, restrictions, regulations, rules, Association By-laws, or management agreements, except for those matters which are enforceable by injunctive or other equitable actions, nor requiring the payment of money, except as hereinafter provided.

(b) During the pendency of any proceeding to foreclose the first mortgage, or first trust deed, including any period of redemption, the first lienholder (or any receiver appointed in such action) may, but need not, exercise any or all of the rights and privileges of the owner of the mortgaged unit, including, but not limited to, the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any owner.

(c) The first lienholder, or any other party acquiring title to a mortgaged unit through foreclosure suit or through any equivalent proceedings such as, but not limited to, the taking a deed in lieu of foreclosure, shall acquire title to the mortgaged unit free and clear of any lien authorized by or arising out of any of the provisions of this Declaration which secures the payment of any assessment for charges accrued prior to the final conclusion of any such foreclosure suit or equivalent proceeding, including the expiration date of any period of redemption, except as follows: Any such unpaid assessment against the unit foreclosed against may be treated as an expense common to all the units, which expense may be collected by pro rata assessments against the remaining unencumbered units, and which pro rata assessment may be enforced as a lien against each unit in the

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manner provided for other assessments authorized in this Declaration. Any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner of the respective unit to the Association and the Board of Directors shall use reasonable efforts to collect the same from the owner even after he is no longer a member of the Association. There shall be a lien upon the interests of the first lienholder or other party which acquires title to a mortgaged unit by foreclosure suit or by equivalent procedures for all assessments authorized by this Declaration which accrued and are assessed after the date the acquirer has acquired title to the unit free and clear of any right of redemption.

(d) Except upon the written approval of all the first lienholders on all the individual units within the project, neither the owners nor the Association shall change, alter or amend any of the provisions set forth in ARTICLE ^{Official Document} Section 12 hereof, nor partition nor subdivide any unit or the common areas contained within the project, nor by act or omission revoke, amend or abandon the condominium status of the project, except as provided by statute in case of substantial loss to the units and common areas of the condominium project.

(e) In the event an owner defaults in the performance of any of the obligations imposed by these covenants, conditions and restrictions and fails to cure said default within the time period allowed herein, the Association shall give written notice of such default to the first lienholder of the unit or units then owned by the said owner.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Binding Effect and Enforcement. The covenants, conditions, charges, liens, reservations, easements and restrictions contained herein shall run with the land and shall be binding upon all persons purchasing, owning, leasing, subleasing or occupying or otherwise having any interest in any unit on said property, their heirs, executors, administrators, personal representatives, successors, grantees and assigns. After the date on which this instrument has been recorded, these restrictions may be enforced by any one or more of the following: (a) The Association or its Board of Directors, which shall have the right and duty to enforce the same and expend Association moneys in pursuance thereof; (b) The Declarant (as long as it has an interest in any part of the premises); (c) The owner of any unit. Any person who acquires title to a unit, except through delivery of a sheriff's deed as a result of a foreclosure, shall take title to such unit subject to any recorded lien hereof for all charges pursuant to ARTICLE VI, XI and XI that have accrued prior to such acquisition of title. The breach of any said restrictions may be enjoined, abated or

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reviewed by appropriate proceedings, notwithstanding the lien or existence of any such mortgage. The personal obligation to pay the annual and special assessments as provided in ARTICLE VI, Section 3 of this instrument shall not pass to a successor in title unless the obligation is expressly assumed by the successor in title or unless, prior to such transfer of title as evidenced by the records of the County Recorder or other appropriate governmental agency. All instruments of conveyance of any interest of all or any part of said units may contain the restrictions herein by reference to this instrument. However, the terms and conditions of this instrument shall be binding upon all persons affected by its terms, regardless of whether any reference is made to this instrument in the deed or other instrument of conveyance. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Provided, however, that a violation of these restrictions, or one or more of them shall not affect the lien of any mortgage now of record or which may hereafter be placed ^{Unofficial Document} on said unit, or any part thereof. In the event the Declarant, or the Association, employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the owner, owners and parties against whom the action is brought shall pay all attorney's fees and costs thereby incurred by any such enforcing party prevailing in any such action. Nothing herein shall be deemed to indicate that damages at law constitute an adequate remedy for violation of a restriction herein.

Section 2. Waiver of Abandonment. The waiver of, or failure to enforce, any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of such restrictions, or a waiver of the right to enforce any subsequent breach or violation of such restrictions. The foregoing shall apply regardless of whether any persons affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation. No restriction contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such restrictions pursuant to ARTICLE XVI, Section 8, herein.

Section 3. Equal Treatment of Owners. These restrictions shall be applied to all owners without discrimination.

Section 4. Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of the instrument or any part hereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section of sections had not been inserted.

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Section 5. Gender. The singular, wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 6. Topical Headings. The marginal or topical heading of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of this Declaration.

Section 7. Management Company. The performance of the various duties and obligations of the Association may be performed partly or wholly by a management company selected by the Association in accordance with the By-laws of the said Association. Any such contract in effect on the date of the earlier of the two dates referred to in ARTICLE VI, Section 1, hereof, shall remain in force for a minimum period of one (1) year thereafter, with the same ^{Official Document} management continuing to perform such management functions for such one year period.

Section 8. Amendment. This Declaration of Horizontal Property Regime may be changed, modified or rescinded by an instrument in writing, executed and acknowledged by all the property owners and recorded in the Office of the Maricopa County Recorder; provided, however, that the holders of all first mortgages and the beneficiaries under all first trust deeds, of record against one or more of the units, shall have consented in writing to each such change, modification or rescission.

These covenants, conditions and restrictions shall remain in full force and effect for a period of thirty (30) years from the date hereof. Thereafter they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the then owners of not less than two-thirds (2/3) of the units in the premises which instrument must be consented to in writing by the holders of not less than two-thirds (2/3) of the holders of all first mortgages and the beneficiaries under all first trust deeds, of record against one or more of the units, which said instrument shall be recorded in the Office of the Maricopa County Recorder within ninety (90) days prior to the expiration of the initial effective period of any ten (10) year extension.

Section 9. Indemnification of Directors. The Association shall indemnify and hold harmless any and all persons who may serve at any time as directors or officers of the Association for any and all liability by reason of being or having been directors or officers of the Association. This indemnification shall not apply to willful misconduct in the performance of duty as a director or officer. This indemnification shall include all expenses incurred including attorney's fees and costs in defending litigation and all accounts paid in payment or settlement of bona fide claims against the Association. This indemnification shall be in addition to other rights to which said directors or officers may be entitled under Arizona law, pursuant to the By-laws of the Association or by vote of the members.

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After the date hereof, each party who acquires any interest in all or any part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subsequent property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, VILLA NORTE LIMITED, an Arizona Limited Partnership has caused its name to be hereunto affixed by its General Partner hereunto duly authorized this 21st day of August, 1978.

VILLA NORTE LIMITED
an Arizona Limited Partnership

Unofficial Document

By

Donald E. Wolff

STATE OF ARIZONA }
COUNTY OF MARICOPA }

On this, the 21st day of August, 1978

before me, the undersigned officer, personally appeared Donald E. Wolff

and _____ who acknowledged themselves to be the
President of Trinity Construction Co., Inc., a general partner

respectively, of VILLA NORTE LIMITED, an Arizona Limited Partnership
and that they being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Louise Jane Reed
Notary public

My commission expires: My Commission Expires May 23, 1979

Minnesota Title Company
I do hereby certify that I am the duly authorized Secretary of 13107-1154-1155 Maricopa Co., Arizona
AUG 23 1978 - 8:00
EILL HENRY, Secretary of _____ Deputy
[Signature]
1156

Unofficial Document

When recorded mail to:

Name: BARBARA SYAS

Address: 2101 WEST LANE AVE

City/State/Zip: Phoenix AZ 85021

2009-0827659 09/04/09 10:31 AM
1 OF 1

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CAPTION HEADING:

Amendments to Villa Norte HOA

DKT 13147 Pg 1203

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Amendment

VILLA NORTE HOMEOWNERS ASSOCIATION

2101 West Lane Avenue

03-05-04

TO ALL HOMEOWNERS:

Board Members have met, discussed and made the decision to increase the late fee on the late payment of Monthly HOA dues . Effective immediately the late fee will increase to \$7.50 per month. This \$7.50 late fee will be made to your HOA account each month until the dues are current.

Obviously, this late fee will not affect the biggest percent of the Homeowners here at Villa Norte. For the few Homeowners that continue to disregard the rules, regulations, guidelines and CC&R's of Villa Norte; this will effect you. For example, if the Association has not received the January 2004 HOA by the 10th of February, then you will be charged the \$7.50 late fee. In the event the Association has not received the January 2004 HOA Unofficial Document payment by March 10th; you will again be charged the \$7.50 late fee. The Late Fee will be charged monthly until the Dues are paid up to date.

Message to Homeowners that consistently pay the monthly dues on time: Thank You. We, the Board, not only require and expect timely payments from everyone, We, appreciate it!

In closing, the plan continues to improve the "Common Area" overall appearance in the Pool Area. Mustang Lawn Maintenance will assist Villa Norte in the removal of stumps and dead shrubbery on the South Fence Line. As soon as the conditions warrant planting of new shrubbery, the process will begin. A Notice requesting volunteers will be posted near the Postal Boxes when the time is right for planting. Please consider volunteering to help in keeping our costs for improvements as low as possible.

Thanks to all of you that consistently contribute to the everyday maintenance and upkeep of Villa Norte. Thanks to Phil Fain for

- AMENDMENTS -

Pursuant to Article XII, the By-Laws of the Villa Norte Townhouse Association, Inc. are hereby amended to include the following:

Amendment 1 - Structural Change: Under no circumstances are any outside structural changes to be made without prior approval of the board of directors.

Amendment 2 - Parking:

- a) There will be no vehicle parking on 21st Drive or on Lane Avenue.
- b) There will be absolutely no parking of recreational vehicles including boats, trailers, campers and like vehicle in the guest parking lot.
- c) Exceptions can be made for short periods of time for guests of residents with prior approval of the board of directors.

Amendment 3 - Pool Rules:

Attached hereto is a list of pool rules which are to become a part of the By-Laws, and are to be adhered to by all residents including both owners and tenants.

Unofficial Document

Amendment 4 - Repair of Roofs:

The liability of the Association in regards to roof repair and maintenance shall be limited to twenty-five (25) percent of the cost, up to a maximum of \$300 each. Individual homeowners shall assume sole responsibility for the care and maintenance of his/her roof.

The above four amendments were passed by a vote of the Board of Directors on April, 1983.

Amendment 5 - Annual Meeting: Article II, Section 1:

The annual meeting of the members shall be held in the month of April of each year, at a time date and place to be determined by the board of directors - with proper notice to each member.

Amendment 6 - Directors: Article III, Section 1:

The affairs of this Association shall be managed by a board of no less than three directors, who must be members of the Association.

The above two amendments were passed by a vote of the Board of Directors on April, 1990.

Amendment

VILLA NORTE
2101 WEST LANE AVENUE
PHOENIX, AZ 85021

AUGUST 16, 2009

AMENDMENT TO VILLA NORTE CC&R's
THIS AMENDMENT REPLACES THE LATE FEE AMENDMENT DATED 03-05-04

TO ALL HOMEOWNERS:

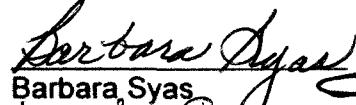

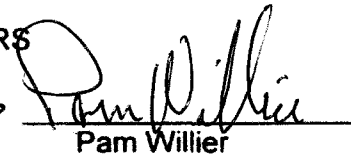
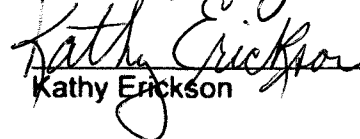
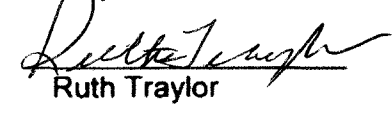
Board Members have met, discussed and made the decision to increase the late fee amount on the monthly HOA dues. Based on the \$115.00 monthly fee the late fee will be \$11.50. A late fee of \$11.50 will be added to your monthly fee repeatedly until your account is paid up to date.

FOR EXAMPLE:

If the Association has not received your September HOA payment of \$115.00 by the 10th of the month, a late fee of \$11.50 will be charged to your account. If the September payment has not been received by the 10th of October, an additional late fee of \$11.50 will be charged to your account.

Unofficial Document

VOTED ON AND APPROVED BY BOARD MEMBERS

 Barbara Syas	 Judy Rizzuto	 Pam Willier
 Kathy Erickson	 Ruth Traylor	

THIS DOCUMENT WAS REPRODUCED AND DISTRIBUTED TO EACH HOMEOWNER ON AUGUST 22, 2009.

OK 13147PM225

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of
Minnesota Title Company

SEP 12 1978 - 8 00

In Docket 13147

on page 1203-1225

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

Bill Henry

County Recorder
By *M. J. Stewart*
Deputy Recorder

Unofficial Document

1150

Unofficial Document

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Address: _____

City/State/Zip: _____

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January 24, 2011

**AMENDMENT TO VILLA NORTE HOMEOWNERS ASSOCIATION
CC&R's**

**VILLA NORTE HOMEOWNERS ASSOCIATION
2101 WEST LANE AVENUE
PHOENIX, AZ 85021**

Docket 13147 - Pg 1203

**THIS AMENDMENT REPLACES THE LATE FEE AMENDMENT DATED
08-16-2009**

TO ALL HOMEOWNERS:

**BOARD MEMBERS OF VILLA NORTE HOMEOWNERS ASSOCIATION
HAVE VOTED TO INCREASE THE LATE FEE AMOUNT ON THE
MONTHLY HOA MAINTENANCE FEE. BASED ON THE \$150.00
MONTHLY FEE, THE LATE FEE WILL BE \$15.00. A LATE FEE OF \$15.00
WILL BE ADDED REPEATEDLY UNTIL YOUR ACCOUNT IS PAID TO DATE.**

FOR EXAMPLE:

Unofficial Document

**IF THE ASSOCIATION HAS NOT RECEIVED YOUR FEBRUARY
HOA PAYMENT OF \$150.00 BY THE 10TH OF THE MONTH, A
LATE FEE OF \$15.00 WILL BE CHARGED TO YOUR ACCOUNT.
IF THE FEBRUARY PAYMENT HAS NOT BEEN RECEIVED BY THE
10TH OF MARCH, AN ADDITIONAL LATE FEE OF \$15.00 WILL BE
CHARGED TO YOUR ACCOUNT. THIS PROCESS WILL REPEAT
MONTHLY UNTIL THE ACCOUNT IS PAID IN FULL INCLUDING
LATE FEES.**

VOTED ON AND APPROVED BY BOARD MEMBERS:

			
Barbara Syas	Herman P. Fain	Peggy Evans	Ruth Traylor

Unofficial
20 Document

When recorded mail to:

02
Ga

Name: _____

Address: _____

City/State/Zip: _____

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20090423443

AMENDMENT

VILLA NORTE HOMEOWNERS ASSOCIATION

2101 West Lane Avenue

Phoenix, AZ 85021

March 28, 2015

Amendment to Villa Norte CC&R's

To All Homeowners:

Motion: To amend the CC&R's to allow illegally parked vehicles to be assessed a violation fine for third offense. First the property owner will be sent a friendly reminder identifying the illegally parked vehicle; reminding the property owner vehicles are not permitted to park on 21st Drive or Lane Avenue. If the same vehicle is in violation of this offense again then a second letter identifying the illegally parked vehicle will go out to the property owner that this is the second violation letter and if the same vehicle is found a third time violating the parking ordinance, then the property owner will receive a \$150.00 violation charge. A final letter will be sent out identifying the illegally parked vehicle and advising the property owner; this is the third offense and a \$150.00 violation charge has been assessed. - The motion was seconded and passed unanimously.

VOTED ON AND APPROVED BY BOARD MEMBERS:

Barbara Syas *Peggy Evans* *Shelley Boni-Rice*

Barbara Syas

Peggy Evans

Shelley Boni-Rice

President

Vice President

Secretary

Treasurer

This document will be reproduced and distributed to each Homeowner 04-12-15

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
2018-0196121 03/15/18 01:27
PAPER RECORDING

When recorded mail to:

Name: Marta Hortel
Address: 2107 W. Lane Ave
City, State, Zip: Phoenix, AZ 85021

0252172-2-1-1
hernandez

This area saved for County Recorder

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Amendments to Villa Norte HOA

Dkt 13147/15249

Page 1203

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Villa Norte Homeowners Association
2107 West Lane Ave
Phoenix, AZ 85021

March 10, 2018

New Amendment to Villa Norte CCRs: Water to common area

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To all homeowners,

Villa Norte has met a quorum to add an amendment to CCRs of Villa Norte Homeowners Association via an email vote by the homeowners. There are 3 properties in the neighborhood who supply water to common areas from their private water accounts. The two city water accounts Villa Norte has will not reach to provide water to common area plants and trees. It has been voted by a majority and approved to provide these 3 properties with a reduction of homeowner association dues of \$10.00 each month to compensate them.

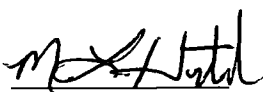
The three property addresses are:

7855 North 21st Drive

7825 North 21st Drive

2107 West Lane Avenue

VNHA Board



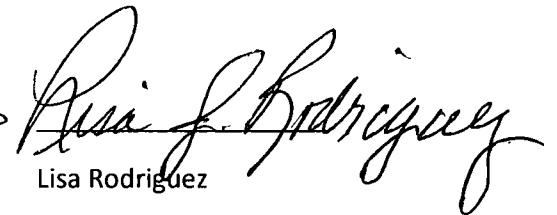
Marta L. Hortel



Tom Morgan



Judy Rizzuto



Lisa Rodriguez

Once filed with Maricopa County a copy of this Amendment will be provided to every homeowner.