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## COVENANTS, CONDITIONS AND RESTRICTIONS

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***Roadhaven Resort of Apache Junction***

1000 S. Idaho Rd.

Apache Junction, AZ 85119

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# **Covenants, Conditions and Restrictions**

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**Amended and Restated: March 19, 2019**

## **CC & R'S TABLE OF CONTENTS**

ARTICLE 1 DEFINITIONS.....	4
ARTICLE 2 PROPERTY RIGHTS.....	5
ARTICLE 3 LAND USE CLASSIFICATIONS, PERMITTED USES .....	6
AND RESTRICTIONS.....	6
ARTICLE 4 THE ASSOCIATION.....	12
ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS.....	12
ARTICLE 6 COVENANTS FOR ASSESSMENTS .....	13
ARTICLE 7 NOTICE OF VIOLATION.....	16
ARTICLE 8 GENERAL PROVISIONS .....	16
EXHIBIT" A" LEGAL DESCRIPTION PARCEL, TRACT, DESCRIPTION .....	20
INDEX .....	21

# **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

## **ROADHAVEN RESORT OF APACHE JUNCTION HOMEOWNERS ASSOCIATION, INC.**

THIS Declaration of the Covenants, Conditions and Restrictions of the Roadhaven Resort of Apache Junction Homeowners' Association, Inc., has been approved by a vote of the Homeowners' Association on February 24, 2015. These Amended and Restated Covenants, Conditions and Restrictions supersede the original Covenants, Conditions and Restrictions for Roadhaven Resort of Apache Junction recorded on February 16, 1982 in Docket 1103, page 326 through 375, and as amended by the document recorded on October 13, 1982 in Docket 1135, page 370, and as amended by the document recorded on August 5, 1986 in Docket 1379. Page 503 through 504, records of Pinal County, Arizona.

## **ARTICLE 1 DEFINITIONS**

### **Section 1.1 "Articles"**

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

### **Section 1.2 "Association"**

"Association" shall mean and refer to ROADHAVEN RESORT OF APACHE JUNCTION HOMEOWNERS' ASSOCIATION, INC., an Arizona non-profit corporation, its successors and assigns.

### **Section 1.3 "Association Rules"**

"Association Rules" shall mean the rules adopted by the Board, as they may be amended from time to time.

### **Section 1.4 "Board"**

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

### **Section 1.5 "Bylaws"**

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

### **Section 1.6 "Common Area(s)"**

"Common Area(s)" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area(s) is described as follows:

***ALL TRACTS AND COMMON AREA IN ROADHAVEN RESORT OF APACHE JUNCTION, PHASE I  
AND II, SEC 29-1 N-8E 33.44 AC  
(See Exhibit A)***

### **Section 1.7 "Declaration"**

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

### **Section 1.8 "Improvement"**

"Improvement" shall mean the buildings, roads, roadways, parking areas, lighting fixtures, fences, walls, hedges, plantings, planted trees and shrubs, golf course, tennis courts, sewage treatment plant, water lines, swimming pools and all other structures or landscaping of every type and kind.

### **Section 1.9 "Lot"**

"Lot" shall mean any part of the property which is separately designated and numbered on the current subdivision map, and it shall exclude the Common Area. The term "Lot" shall be deemed to include any protective Golf Course screening (including post and netting) which protects said lot, regardless of whether the same is located on the common area.

### **Section 1.10 "Member"**

"Member" shall mean any person, partnership, joint venture or other legal entity who is a member of the Association.

### **Section 1.11 "Owner(s)"**

"Owner(s)" shall mean the owner of record, whether one or more persons or entities, of fee simple title to any lot which is a part of the property, but excluding those having an interest in a lot merely as security for the performance of an obligation, specifically excluding contract sellers where the contract is recorded in Pinal County.

**Section 1.12 "Property" or "Properties"**

"Property" or "Properties" shall mean and refer to that certain real, personal, or mixed property described in Exhibit "A" attached to this Declaration.

**Section 1.13 "Single Family"**

"Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than two persons not so related, who maintain a common household in a dwelling.

**Section 1.14 "Recreational Vehicles"**

"Recreational Vehicles" shall mean a vehicle at least thirty feet long from bumper to bumper with or without its own mode of power designed to provide living quarters for recreational, camping or travel use, including any commercially manufactured park trailer, travel trailer, 5th wheel trailer, or Class A or C motor homes and such other types of recreational vehicles as may be designated as "Recreational Vehicles" by the Board.

**Section 1.15 "Visible From Neighboring Property"**

"Visible from Neighboring Property" shall mean any given object visible to a person six feet tall standing at ground level, on any part of the neighboring property.

**ARTICLE 2 PROPERTY RIGHTS**

**Section 2.1 Owner's Easements of Enjoyment.**

Every Owner shall have a nonexclusive 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. Such right and covenant of enjoyment shall be subject to reasonable rules and regulations adopted by the Board, which may include, but shall not be limited to the right of the Association to:

- (a) Charge reasonable fees for the use of any facility situated upon the Common Area;
- (b) Suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his Lot remains unpaid or for any infraction of this Declaration or the rules and regulations duly promulgated by the Board,
- (c) Deny registration to a renter of a Lot if any assessments against that Lot are delinquent for a period of 30 days or more.

**Section 2.2 Delegation of Use.**

Any Owner may delegate, in accordance with this Declaration, his right of enjoyment to the Common Area to the members of his family, his tenants, lessees, registered guests, and invitees, provided such delegation is for a reasonable number of persons and at reasonable times.

**Section 2.3 Owner's Easement of Enjoyment Limitations.**

- (a) An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Area.
- (b) The Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.
- (c) Each Owner, tenant and occupant of a Lot, and the invitees and tenants of such owner may use the

Common Area, in accordance with the purposes for which it is intended without hindering or encroaching upon the lawful right of such others.

- (d) No Owner will be exempted from liability of assessments with respect to the Common Area by waiver of the enjoyment of the right to use the Common Area or by abandonment of his Lot or otherwise.
- (e) Any Owner who rents or leases a Lot to another shall forfeit his right to the use and enjoyment of the Common Area during the rental or lease term unless the Owner owns another Lot or Lots which are not rented or leased. The Owner's right to the use and enjoyment of the Common Area shall be deemed transferred to the tenant for the term of the lease.

#### **Section 2.4 Tract E.**

Tract E as shown on the Plat is reserved for the exclusive use of the Owners of Lots 201 and 202. No other Owner shall have any right, title or interest in Tract E. The maintenance, repair and replacement of Tract E, and any Improvements thereon, shall be the responsibility of the Owners of Tract E and the cost of any such maintenance, repair or replacement shall be borne equally by said Owners of Lots 201 and 202.

#### **Section 2.5 No Transfer of Use of Common Area.**

No visitor or guest may use the Common Area grounds when the Owner or renter is not in residence.

#### **Section 2.6 Common Area Undivided.**

The Common Area shall remain undivided, and it shall at all times be owned by the Association.

#### **Section 2.7 Restriction on Further Subdivision.**

No Lot shall be further subdivided or partitioned.

## **ARTICLE 3 LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS**

#### **Section 3.1 Permitted Uses and Restrictions-All Property.**

The permitted uses, easements, and restrictions for all Property covered by this Declaration, shall be as follows:

##### ***3.1 A. Use and Occupancy***

All Lots shall be used solely as recreational campsites for Recreational Vehicles. With the exception of Class B motorhomes that remain unoccupied and disconnected from all utilities and used solely for transportation, no recreational or other unit which is designed for permanent living quarters may be located or placed on any Lot; it being the declared intention of the Homeowners' Association to exclude mobile homes and dwelling houses.

**Business** - Only home based businesses that do not impact the residential nature of the Association shall be allowed to be conducted on any property. Products (including services) to sell shall not be displayed or advertised on any lot.

**Lease of Lot** - Nothing herein shall be deemed to prevent the leasing of any Lot to a single family during the months of October 1<sup>st</sup> through May 31<sup>st</sup> of each year, referred to herein as the "Season" by the Owner thereof, subject to all of the provisions of this Declaration. The use of the terms "lease" or "rent" or any variation thereof, is intended to include those occupancies subject to the Arizona Landlord and Tenant Act, A.R.S. § 33-301 et. seq. and 33-1301 et. seq., or possessory real estate contracts.

**Parking** - Not more than one (1) Recreational Vehicle or Park Model and two (2) licensed passenger vehicles shall be parked at any Lot. Additionally, not to exceed two units of motorcycles or golf carts (providing they

meet parking restrictions) shall be parked on any Lot. This limitation does not apply to mopeds or bicycles kept for personal use. Boats, trailers, or any other conveyance shall not be permitted or parked on any lot.

### ***3.1 B. Antennas.***

No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Property whether attached to a building or structure or otherwise, unless and except as approved in writing by the Board. Exception: (State Law) Satellite dishes with a diameter of less than one (1) meter and television antenna that do not exceed a height of two (2) meters above the roof ridge of the Park Model.

### ***3.1 C. Utility Service.***

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

### ***3.1 D. Improvements and Alterations.***

No improvements, alterations, repairs, excavation or other work which in any way alters the appearance of any Property or the Improvements located thereon from its natural or improved state existing on the date such Property was first purchased, shall be made or done without the prior written approval of the Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, or other structure shall be attached to any Recreational Vehicle without the prior written approval of the Board unless allowed under the Association Rules. The Board shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. (See Architectural Rules and Regulations as established by the Board.) The Board shall have the right to refuse to approve any plans or specifications or grading plan, which, in its opinion, is not suitable or desirable for aesthetic or other reasons. In passing upon such plans, specifications and grading plans it may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the effect of the building or other structure as planned on the outlook from the adjacent or neighboring Property and such other matters as it may deem pertinent. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and building materials, shall be subject to the prior approval of the Board. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Board. All decisions of the Board shall be final and no Lot Owner or other parties shall have recourse against the Board or any of its members, for or with respect to any decisions made in good faith.

### ***3.1 E. Maintenance of Lawns and Plantings.***

The Association shall maintain the lawns and plantings on all Common Areas, and for this purpose, the Association shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass, and plantings on any Common Area and on such easements over an Owner's Lot as may have been granted to the Association, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass or plantings placed upon any Common Area by the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any Lot, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such landscaping, shrubs, trees, grass or plantings in the Common Area, and shall not be liable for trespass for so doing.

### ***3.1 F. Repair of Buildings.***

No Improvement upon any Property shall be permitted to fall into disrepair, and each building and structure



shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Association shall have the right, after thirty (30) days' notice to an Owner, to repair, paint, or otherwise maintain the exterior of any Improvement (and without notice in the event of an emergency) which the Association, acting through its Board, determines in its discretion is in violation of this provision. All costs and expenses so incurred by the Association shall be borne by the Owner, and shall be paid to the Association on demand. Any sum not paid by an Owner shall be treated as an assessment and may be collected in a like manner as assessments levied pursuant to Article 6.

***3.1 G. Trash Containers and Collection.***

No garbage or trash shall be placed or kept on any Property except in covered containers of a type, size and style which are approved in writing by the Board or authorized by the Association Rules. In no event shall such containers be maintained so as to be Visible from Neighboring Property. The Board shall have the right, in its sole discretion, to require all Owners to subscribe to a trash service. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

***3.1 H. Overhangs.***

No tree, shrub, or planting of any kind on any Property shall be allowed to overhang or otherwise to encroach upon any Common Area from ground level to a height of eight (8) feet, without the prior written approval of the Board.

***3.1 I. Right of Way.***

During reasonable hours, any member of the Board, or any authorized representative of the Board shall have the right to enter upon and inspect any Property and the Improvements thereon, except for the interior portions of any Recreational Vehicle or building, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

***3.1 J. Machinery and Equipment.***

No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such property, and except that which the Association may require for the operation and maintenance of the Common Area.

***3.1 K. Restriction on Further Subdivision.***

No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No portion of a Lot, but for the entire Lot, together with the Improvements thereon, may be rented or leased, and then only to a Single Family; provided, however, that no Lot may be leased or subleased without prior written notice to the Board as set forth in Section 3.1.T.below.

***3.1 L. Signs.***

No signs whatsoever which are visible from neighboring property shall be erected or maintained on any Lot except such signs the nature, number and location of which have been approved in writing by the Board. Exception: (State Law) Signage is limited to indoor and/or outdoor display which indicates the Lot Owner is offering the property for sale or for rent. The size of the sign shall be in conformance with the industry standard size sign which is eighteen (18) inches by twenty-four (24) inches and the industry standard size sign rider, which shall not exceed six (6) inches by twenty-four (24) inches. Such signs shall be professionally manufactured or produced.

**3.1 M. Utility Easements.**

There is hereby created a blanket easement upon, across, over and under the above described Property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, 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 Property. 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 Property except as approved by the Board. This easement shall in no way affect any other recorded easements on said Property. The easement shall be limited to improvements as originally constructed.

**3.1 N. Animals.**

No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any Property covered by this Declaration and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be visible from neighboring property. Upon the written request by any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. All pets must be kept on a leash and accompanied by their Owner when not on the Lot where they reside, except in designated pet area.

**3.1 O. Nuisances.**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Property, and no odors shall be permitted to arise there from, so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices used exclusively for security purposes, shall be located, used or placed on any such Property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except maintenance equipment) shall be operated on any walkways or sidewalks within the Property.

**3.1 P. Clothes Washing-Drying Facilities.**

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property. No washing machines shall be kept or maintained on any Lot except within a Recreational Vehicle or shed without the prior written approval of the Board.

**3.1 Q. Mineral Exploration.**

No Property shall be used in any manner to explore for or remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

**3.1 R. Diseases and Insects.**

No Owner shall permit any thing or condition to exist upon any property which shall induce, breed or harbor infectious plant diseases, noxious insects or rodents.

**3.1 S. Drainage Easement.**

There is hereby created a blanket easement for drainage of groundwater on, over and across the property. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the Property. Each Owner shall at his own expense maintain the drainage ways and

channels on his Lot in proper condition free from obstruction. The Association shall have the right, after thirty (30) days' notice to an Owner, to repair or otherwise maintain the drainage way or channel on said Owner's Lot, which the Association, acting through its Board, determines has not been maintained by the Owner in compliance with this provision. All costs and expenses incurred by the Association shall be borne by the Owner, and shall be paid to the Association on demand. Any sum not paid by an Owner shall be treated as an assessment and collected in like manner as assessments levied pursuant to Article 6.

### **3.1. T. Limitation of leases on Rental Units.**

No Owner may lease or rent their Lot from June 1<sup>st</sup> through September 30<sup>th</sup> of each year. During the Season, no Lot may be leased for a term of less than thirty (30) days. **Any lease or rental agreement for a term of less than thirty (30) days is a "Short-term Rental". Short-term Rentals are expressly prohibited.**

1. In conjunction with the restrictions herein, no Owner may lease or rent less than the entire Lot. No fraction or portion of a Lot may be leased or rented.
2. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and all rules and restrictions promulgated thereunder (collectively referred to a "Governing Documents") and that any violation of the Governing Documents by the lessee, sublessees, assignees, or other occupants shall be a default under the lease. Any sublease or assignment of a lease shall be for the entire remainder of the lease term.
3. No Lot may be advertised as available on a Short-term Rental basis, i.e. for a term of less than thirty (30) days. No Lot may be advertised as a "vacation rental" for "temporary lodging" or for any other purpose considered transient in nature.
4. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information: (a) the commencement date and expiration date of the lease term; (b) the names and contact information of each of the lessees and each other adult person who will reside at the Lot during the lease term; and, (c) the address and telephone number at which the Owner, or authorized representative of the owner, and any emergency contact, can be contacted by the Association during the lease term.
5. The Owner shall be liable for any violation of Governing Documents by the lessees, sublessees, assignees, or other persons residing at the Lot and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any violations.
6. Owners of Lots leased or rented prior to the effective date of this Amendment shall, within thirty (30) days thereafter, provide the Association with the information required above.
7. The Board reserves the right to grant a variance or exception to the lease restrictions, if circumstances warrant as determined in the sole discretion of the Board.

Notwithstanding the foregoing, lease restrictions shall only apply to lease or rental agreements entered into after the effective date of this Amendment.

### **Section 3.2. Permitted Uses and Restrictions - Common Areas.**

The permitted uses and restrictions for the Common Area shall be as follows:

#### **3.2 A. Permitted Uses.**

- (1) Parking in designated parking spaces and parking areas for the purpose of parking vehicles of the Owner, his guests and invitees. Limited, however, for purposes connected with or incidental to any use being made of any portion of any Owner's Lot.
- (2) Access for vehicles and pedestrians between public streets and any parking areas situated on the Property and any Owner's Lot; limited, however, for purposes connected with or incidental to any use being made of any portion of any Owner's Lot.
- (3) Access for pedestrians on any sidewalks or walkways; limited, however, for purposes connected with or incidental to any use being made of any portion of any Owner's Lot.
- (4) Access for persons engaged in maintaining any portion of the Common Area or any Owner's Lot;

limited, however, for purposes connected with or incidental to any use being made of any portion of any Owner's Lot.

- (5) Such other uses as may be adopted from time to time by the Board and set forth in the Association Rules.
- (6) In general, the Common Area shall be used for the benefit of the Owners, for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment to be derived from such reasonable and proper use, without hindering the exercise of or encroaching upon the right of any other Owner to utilize the Common Area, provided that no unlawful use may be permitted.

### ***3.2 B. Restricted Uses.***

- (1) The Common area shall not be used by Owners for storage of supplies, materials or personal property of any kind.
- (2) Such other restrictions that may be adopted by the Board and set forth in the Association Rules.
- (3) In general, no activity shall be carried on nor condition maintained by any Owner upon the Common Area which spoils the appearance of the Property or hinders or encroaches upon the right of any other Owner to utilize the Common Area as reasonably intended.
- (4) No Travel Trailers shall be parked or located on the Common Area or any public roads or streets within the Property without a permit.
- (5) No cars, motorcycles or other motor vehicles shall be parked or located on the Common Area or any roads or streets within the Property except in designated parking spaces or parking areas. (Golf Carts are not included in the definition of motorized vehicles.)

### ***3.2 C. Maintenance by Association.***

The Association may at any time, as to any Common Area, conveyed, leased or transferred to it or otherwise placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required:

- (1) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area;
- (2) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, and parking area;
- (3) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;
- (4) Place and maintain upon such area such signs, markers and lights as the Board may deem appropriate for the proper identification use and regulation thereof;
- (5) Remove all papers, debris, filth and refuse from the Common Area and wash or sweep paved areas as required; clean and re-lamp lighting fixtures as needed;
- (6) Repaint striping, markers, directional signs, etc., as necessary;
- (7) Pay all real estate taxes and assessments on the Common Area;
- (8) Pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Area;
- (9) Pay for and keep in force at the Association's expense public liability insurance with companies acceptable to the Association in amounts and with limits of liability desired by the Owners or required of the Owners pursuant to any other recorded document affecting the Property, such insurance to name the Association or the Owners or both as named insured;
- (10) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration;
- (11) The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area;
- (12) Nothing herein shall be construed so as to preclude the Association delegating its powers set forth above to a manager or agent or to other persons, firms or corporations; and

(13) Pay for the construction or installation of lights and other utility services on the Common Area.

**3.2 D. Damage or Destruction of Common Area by Owners.**

In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, or agents, such Owner does hereby authorize the Association to repair such damaged area, and the Association shall so repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as prescribed elsewhere in this Declaration for collection and enforcement of assessments.

## **ARTICLE 4 THE ASSOCIATION**

### **Section 4.1 Organization**

**4.1 A. The Association.**

The Association is an Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this declaration. Neither the Articles nor Bylaws shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**4.1 B. Board of Directors and Officers.**

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

### **Section 4.2 Powers and Duties of the Association**

The Association shall have such rights, duties and powers as set forth in this Declaration and the Articles and Bylaws as same may be amended from time to time.

### **Section 4.3 Rules**

By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations. The Association Rules may restrict and govern the use of any area by any Owner, or by any invitee, licensee, or lessee of such Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. The Association Rules whether or not recorded, shall have the same force and effect as if they were a part of the Declaration and shall be enforceable to the same extent and in the same manner as the provision of the Declaration.

### **Section 4.4 Personal Liability**

No member of the Board or any Committee of the Association, or any officer of the Association, or any Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, any Manager, or any other representative or employee of the Association, or any Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

## **ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS**

### **Section 5.1**

Every Owner of a Lot shall be a Member of the Association and when more than one person is the Owner of a Lot, all such persons shall be Members. The vote for such Lot may be exercised as the Owners among

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

#### **Section 5.2**

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

#### **Section 5.3**

The Association membership of each Owner of a Lot shall be appurtenant to and may not be separated from the ownership of the Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to Owners Lot and then only to the transferee of ownership to such Lot, or by in testate succession, testamentary disposition, foreclosure of a mortgage of record, exercise of a power of sale under the provision of a deed of trust, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to said Lot shall operate to transfer said membership to the new Owner thereof.

## **ARTICLE 6 COVENANTS FOR ASSESSMENTS**

#### **Section 6.1 Creation of the Lien and Personal Obligation of Assessments.**

Each Owner of a Lot is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Property and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall be the responsibility of the seller and shall not pass to the purchaser. No Lot shall be sold, transferred or conveyed by any Owner without all assessments having been paid in full, whether or not a lien has been filed or recorded.

#### **Section 6.2 Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Property and for the improvement and maintenance of the Common Area. Without limiting the generality of the foregoing, such purposes shall include the payment of the following:

- (a) Water, sewer, garbage, electrical, lighting, telephone, television, gas and other necessary utility services for the Common Area;
- (b) Maintenance and repair of storm drains, sanitary sewers and private streets lying within the Common Area;
- (c) Fire and Casualty insurance covering the Common Area and at the election of the Board, a blanket fire and casualty insurance policy or policies covering the Improvements on the Lots;
- (d) Public liability insurance insuring the Association against any liability to the public or to any Owner, their invitees or tenants, incident to their occupation and/or use of the Common Area with such limits of coverage as may be determined by the Board;
- (e) Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws, and any other insurance deemed necessary by the Board;

- (f) Standard fidelity bonds covering those certain members of the Board, the officers, and those certain employees of the Association who are authorized to sign checks on behalf of the Association, in such amounts that the Board may determine from time to time;
- (g) Painting, maintenance, repair, and replacement of the Common Area;
- (h) Reserves for repair and replacement of improvements on the Common Area and for exterior maintenance;
- (i) Reimbursement for reasonable expenses incurred by members of the Board and officers in the discharge of their duties; and
- (j) Such other and further items of expense relating to any services or facilities that may be necessary or which the Board may deem advisable or expedient in order to carry out the intent, purposes and objectives of the Association as set forth in this Declaration.

**Section 6.3 Annual Assessment**

The amount of the annual assessment for each Lot shall, for each fiscal year of the Association, be determined by the Board at least thirty (30) days in advance of each fiscal year. The annual assessment shall be determined by the Board after giving due consideration to current maintenance and repair costs of the Common Area, insurance premiums for insurance on the Common Area, operating costs of the Association and the need for contingency and maintenance reserves. Written notice of the annual assessment for each Lot shall be sent to every Owner at least thirty (30) days in advance of the commencement of each fiscal year. If the annual assessment is not made by the Board at least thirty (30) days in advance of the commencement of the fiscal year, then the regular assessment for the immediately, preceding fiscal year shall be deemed automatically assessed against each Lot and such assessment shall remain in effect until the Board determines the assessment of the new fiscal year and gives thirty (30) days written notice of the new assessment to each Owner. (State Law) The increase shall not be greater than twenty percent (20%) over the previous year's assessment without the approval of the majority of homeowners.

**Section 6.4 Special Assessment for Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year for a period not extending beyond ten years, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Owners representing two-thirds (2/3) of the valid votes of members who are voting in person or by proxy, at a meeting duly called for this purpose.

**Section 6.5 Notice and Quorum for any Action Authorized under Section 6.4.**

Written Notice of any meeting called for the purpose of taking any action authorized under Section 6.4 shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6.6 Uniform Rate of Assessment.**

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis, as determined by the Board.

**Section 6.7 Date of Commencement of Annual Assessments; Due Dates. (State Law)**

The annual assessment applicable to a Lot shall commence on the date on which the buyer takes legal possession of the Property. Any assessment not paid when due shall bear interest at the greater of fifteen dollars (\$15.00) per annum or ten percent (10%) of the assessment rate whichever is greater. A payment is deemed late if unpaid fifteen (15) days after its due date.

**Section 6.8 Effect of Nonpayment of Assessments; Remedies of the Association.**

Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association the assessments provided for herein and agrees to the enforcement of the assessment in the manner herein specified. In the event of a default in payment of any assessment, or any installment of an assessment, when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided the Association may accelerate the entire unpaid balance of any such annual or special assessment and may enforce any such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or by both of the following procedures:

**6.8 A. Enforcement by Suit.**

The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such assessment obligation without waiving any lien rights it may have against said Owner's Lot.

**6.8 B. Enforcement by Lien.**

There is hereby created a claim of lien, with power of sale, on each and every Lot within the Property to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots covered by the Declaration, together with interest thereon at the rate of fifteen (15%) percent per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any default of the payment of any such assessment, the Association, or any authorized representative shall be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description and street address of the Lot against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (without any offset or deduction allowed);
- (4) That the claim of lien is made by the Association pursuant to the Declaration, and
- (5) That a lien is claimed against said Lot in the amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property on any Lot, assessment on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in Section 6.9 of this Article. Any such lien may be foreclosed by appropriate action in Court in the manner provided by law by the exercise of a power of sale in a manner provided by law under a trust deed, as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event of such foreclosure, the Association shall be entitled to recover from the defaulting Owner its reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses incurred in connection with the foreclosure. By becoming an Owner of a Lot, the Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

**Section 6.9 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 deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## **ARTICLE 7 NOTICE OF VIOLATION**

There is hereby created the right to record a written notice of a violation (or suspected violation) by any Owner of any restriction or provision of this Declaration, the Bylaws or the Association Rules. The notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

1. Name of the Owner;
2. The legal description and street address of the Lot against which the notice is being recorded;
3. A brief description of the nature of the violation;
4. A statement that the notice is being recorded by the Association pursuant to this Declaration; and
5. A statement of the specific steps which must be taken by the Owner to comply with this Declaration, the Bylaws or the applicable rule. Recordation of this notice shall serve as a notice to the Owner and to any subsequent purchaser of the Lot that there is a violation of the provisions of this Declaration, the Bylaws or the Association Rules. The Association may charge any Owner a reasonable fee as for its costs incurred in investigating the suspected violation, preparing the notice, obtaining legal advice in connection therewith and recording and other fees. Neither the Association, nor any member or agent thereof, shall be liable to any Owner or prospective or subsequent Owner for the failure to record any notice or for the recording of such notice if the recording was made or based upon a good-faith belief that the same was in the best interest of the Association. If, after the recordation of such notice, it is determined by the Association that the suspected violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state that the legal description, street address and Lot number against which the notice of violation was recorded, the recording data identifying the Docket and page where the notice of violation was recorded and shall state the violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist.

## **ARTICLE 8 GENERAL PROVISIONS**

### **Section 8.1 Enforcement**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any costs incurred by the Association in enforcing this Declaration or other Association documents (Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, etc.) shall be the obligation of the Owner of the lot against which enforcement is sought. Such costs shall include, but not limited to, reasonable attorney's fees whether or not a suit is filed. The obligation to pay the cost of enforcement shall be secured and enforced in the same manner as an assessment.

### **Section 8.2 Severability.**

Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

### **Section 8.3 Amendment.**

This Declaration may be amended at any regular or special meeting of the Lot Owners of this Association called and convened in accordance with the Bylaws. The presence, in person or Absentee Ballot, of more

than fifty (50%) percent of all eligible Lot Owners shall constitute a quorum for any meeting of the Association. An affirmative vote of not less than two-thirds (2/3) of all valid ballots cast for each amendment at such a meeting shall be required to adopt an amendment to this Declaration. Amendments to this Declaration may be only submitted to a vote of the Lot Owners if the amendment has been proposed by the Board or proposed by written petition submitted to the Secretary of the Association and signed by the Owners of at least one hundred (100) Lots, If the amendment is proposed by petition, it must be submitted to the Secretary of the Association at least sixty (60) days prior to the date of the annual or special meeting. Any amendment must be recorded.

- (a) The Board of Directors shall be authorized to amend the Roadhaven CC&Rs, without a vote of the membership, in order to bring the CC&Rs into compliance with any applicable State and/or Federal Law and any other government-mandated requirements. Notice of the amendment(s) will be provided to the homeowners by noting them at the first open Board meeting following the amendment(s) so that they become part of the Board minutes, and posting the amendment(s) as required.

#### **Section 8.4 Violations and Nuisance.**

Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not relief sought is for negative or affirmative action, by the Association or by any Owner or Owners of Lots within the Property. However, any other provision to the contrary notwithstanding, the Association, the Board, or the duly authorized agents of any of them may enforce by self-help any of the provisions of this Declaration.

#### **Section 8.5 Violation of Law.**

Any violation of any State, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

#### **Section 8.6 Remedies Cumulative.**

Each remedy provided by this Declaration is cumulative and not exclusive.

#### **Section 8.7 Delivery of Notices and Documents.**

Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail or other legal notification methods. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association, at 1000 South Idaho Road, Apache Junction, Arizona, 85119; if to an Owner, to the address of any Lot within the Property owned, in whole or in part, by him or to any other address last furnished by the Owner to the Association at 1000 South Idaho Road, Apache Junction, Arizona 85119, provided, however, that any such address may be changed at any time by the Association by recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

#### **Section 8.8 The Declaration.**

By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each 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 hereto. 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 thereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on 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 8.9 Attorneys' Fees.**

In the event the Association or any Owner employs an attorney or attorneys to enforce a lien, to collect any assessment or other amounts due from an Owner or to enforce compliance with and recover damages for any violation and noncompliance with the Declaration, Articles, Bylaws or Association Rules, the prevailing party in any such action shall be entitled to recover from the other party the reasonable attorneys' fees incurred in the action.

IN WITNESS WHEREOF, the undersigned, being an officer of Roadhaven Resort of Apache Junction Homeowners' Association, has herunto set its hand and seal this 26<sup>th</sup> day of June, 2019.

ROADHAVEN RESORT OF APACHE JUNCTION  
HOMEOWNERS' ASSOCIATION

Carl Thoutt  
Carl Thoutt  
President, Board of Directors

STATE OF ARIZONA

County of Pinal

On this, the 26 day of June, 2019 before me, Carl Thoutt, the foregoing signed officer, personally appeared acknowledging himself to be the President of Roadhaven Resort of Apache Junction Homeowners' Association, an Arizona corporation, and that he as such officer being authorized so to do, executed the foregoing instrument of the purposes therein contained, by signing the name of the Corporation by himself as such officer.

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

[Signature]  
Notary Public in and for the State of Arizona  
County of Pinal

My Commission Expires:

6/24/22



## EXHIBIT" A" LEGAL DESCRIPTION PARCEL, TRACT, DESCRIPTION

ALL TRACTS AND COMMON AREA IN ROADHAVEN RESORT OF APACHE JUNCTION, PHASE I & II, SEC 29-1N-8E  
33.44 AC INCLUDING BUT NOT LIMITED TO THE FOLLOWING DESCRIBED PROPERTY:

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1	102-35-66803	A-1	Laundry, Art, Restrooms
2	102-35-67108	A-2	Main Office
3	102-35-66704	A-3	WWTP, Maint., Craft Buildings
4	102-35-67306	B-1	Tennis Courts, Phase I
5	102-35-67504	B-2	Shuffleboard Area, Phase I
6	102-35-66902	B-3	Rec Hall, Act. Bldg., Pool & Deck, Phase I
7	102-35-66605	B-4	Retention, Horseshoes, New Storage, Crafts
8	102-35-67702	C	Streets, Phase I
9	102-35-67900	D-1	Waterway Kiowa Circle to West Wall, Phase I
10	102-35-67405	D-2	Waterway Zuni to Kiowa Circle
11	102-35-67207	D-3	Waterway East Wall to Zuni
12	102-35-67603	D-4	Waterway East Wall to Kiowa Circle
13	102-35-67009	D-5	Waterway Kiowa Circle to Retention Area
14	102-35-68007	D-6	Waterway along South Wall
15	102-35-68106	D-7	Waterway Chippewa to Zuni
16	102-35-67801	E	Access to #201 & #202
17	1-2-36-40202	F	Center Section Golf Course & Club House
18	102-36-40301	G	Southern Section Golf Course
19	102-36-40400	H	West Section Golf Course
20	102-36-49509	I	Waterway Buena Vista to Klamath
21	102-36-40608	J	Areaway along West Wall
22	102-36-40707	K	Waterway Golf Course to North Wall
23	102-36-40806	L	All Streets in Phase II
24	102-36-370A8	370/038	PA2534 & PA2536 Parking Lot

# INDEX

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## **A**

Amendments to CC&R's · 16  
Animals · 9  
Annual Assessment · 14  
Antenna · 6  
Articles · 4  
Assessment Default · 14  
Assessments · 12, 13  
Association · 4, 11  
Attorneys' Fees · 17

---

## **B**

Board of Directors · 4, 11  
Board or Committee Liability · 12  
Bylaws · 4

---

## **C**

Clothesline · 9  
Common Area · 4, 5, 6  
Common Area Damages · 11  
Common Area Maintenance · 10  
Common Area Use · 10  
Common Area Use Delegation · 5  
Common Area Use Restrictions · 10

---

## **D**

Declaration · 4, 17  
Definitions · 4  
Delivery of Notice · 16  
Drainage Easement · 9

---

## **E**

Enforcement · 16

---

## **H**

Home Based Businesses · 6

---

## **I**

Improvement · 4

---

## **L**

Landscape Maintenance · 7  
Landscape Overhang · 8  
Lease Limitations · 10  
Lease of Lot · 6  
Lien · 12, 14  
Lien Subordination · 15  
Lot · 4  
Lot Improvement · 7  
Lot Subdivision · 8

---

## **M**

Machinery · 8  
Member · 4  
Membership · 12

---

## **N**

Notice of Violation · 15  
Nuisances · 9

---

## **O**

Owner(s) · 4  
Owners Rights · 5

---

## **P**

Parking · 6  
Property · 5  
Property Maintenance · 7

---

## **R**

Recreational Vehicles · 5  
Rental Lease · 10  
Right of Way · 8  
Rules · 4, 11

---

## **S**

Signs · 8  
Single Family · 5  
Special Assessment · 13

---

## **T**

Tract E · 6  
Trash · 8

---

## **U**

Utility Easement · 8  
Utility Service · 7

---

## **V**

Violations · 16  
Visible from Neighboring Property · 5  
Voting Rights · 12