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AFTER RECORDING, RETURN TO:

4/9/87

Clare H. Abel, Esq.
BURCH & CRACCHIOLO, P.A.
702 E. Osborn Road
Phoenix, Arizona 85014

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
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KEITH POLETIS, County Recorder	
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DECLARATION

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

THE HAVEN AT CHANDLER RANCH

THIS DECLARATION, made this 26th day of June,
1987, by DIVIDEND DEVELOPMENT CORPORATION, a California cor-
poration qualified to do business in Arizona, hereinafter
referred to as "Declarant."

W I T N E S S E T H :

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

Lots 1 through 69, and tracts 1
through 10, inclusive, The Haven at Chandler
Ranch, according to the plat of record in the
Office of the County Recorder of Maricopa
County, Arizona, at Book 312 of Maps at page
22.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed sub-
ject to the following easements, restrictions, covenants, and

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conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Haven at Chandler Ranch Homeowners' Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, including, but not limited to, landscaping, roadways, including curb, gutter, sidewalk, or other structures. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts 1 through 10, inclusive, The Haven at Chandler Ranch, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, at Book 312 of Maps at page 22.

Section 3. "Declarant" shall mean and refer to Dividend Development Corporation, a California corporation, its successors and assigns if such successors or assigns should acquire more

than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Pecos Frontage Easement Area" shall mean and refer to that area of the Properties located along Pecos Road, which is identified on the site plan by shading and has been dedicated to the City of Chandler for roadway and utility purposes.

Section 7. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any

recreational facility situated upon the Common Area;

- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed for two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A member shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in

any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1993.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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

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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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including private streets and such other Improvements as may be erected within the Common Area and Pecos Frontage Easement Area. In addition, the Association has the right, but not the obligation, to maintain the front yard areas of each Lot under the terms and conditions imposed by the Board of Directors.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred twenty-eight Dollars (\$ 228.00) per Lot per year or Nineteen Dollars per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index for all Urban Consumers maintained by the Bureau of Labor Statistics, United States Department of Labor during the previous year, above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amounts in 3(a)(i) and (ii) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the private roadways, including sidewalk, curb and gutter, or Pecos Frontage Easement Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies

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entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association

as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Declarant's Lots. Until such time as control of the Association has passed from Declarant to the Owners pursuant to Article III, Section 2, Lots owned by Declarant and not occupied shall be subject to a maximum annual assessment of

twenty-five percent (25%) of the current annual assessment per Lot and any special assessments for capital improvements on the same basis as Lots owned by any other person, and the obligation of Declarant to pay such assessments shall be supported by the lien described in Section 1 of this Article subject to the terms and conditions provided for in this Article. In the event of a budgetary shortfall, Declarant shall pay the Association the amount of the deficit; provided, however, that in no event shall payments by Declarant exceed the maximum amount of the assessments charged the Lots owned by Declarant and not occupied.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, including but not limited to the erection of solar hot water facilities, devices, or equipment shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days

after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each garden wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

Section 1. Lots. All Lots shall be used exclusively for single family residential purposes and shall contain a minimum of 800 square feet of interior floor space, excluding porches, garages, carports and patios.

(a) New and Permanent Construction. All improvements shall be of new and permanent construction, and no improvements shall be moved onto, from, and within any Lot; provided, however, that temporary structures may be placed and maintained on a Lot in connection with the construction of improvements thereon, if previously approved and authorized in writing by the Declarant. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

(b) Prosecution of Construction, Maintenance, and Repairs. All construction, maintenance, and repair work shall be

prosecuted diligently from commencement until completion. All buildings shall be completed within ten (10) months after the commencement of construction, and the landscaping of each Lot shall be completed within ninety (90) days after close of escrow of the sale of the dwelling constructed thereon. The time limits set forth in this paragraph shall be extended by any period during which construction is not able to proceed due to Acts of God, labor disturbances, actual inability to procure necessary materials, or other causes beyond the reasonable control of the Owner.

(c) Motor Vehicles. Motor vehicles owned or in the custody of any Owner may be parked only in a garage or driveway located upon such Owner's Lot. Any vehicle which is not so parked may not be kept on the Property. No motor home, trailers of any kind, boats, and other recreational means of transportation, commercial vehicles, truck campers, whether attached or detached, motorcycles of any kind or size or inoperable automobiles shall be kept, placed, maintained, constructed, reconstructed, dismantled or repaired anywhere on the Common Areas or private streets. The Association shall have the right to remove any vehicles which violate this restriction from the Property and assess the Owner for the cost of removal.

(d) Private Street Parking. Private street parking is restricted to approved deliveries, pickup, or short-term guests or invitees. The Association shall have the right to remove any vehicles which violate this restriction and assess the Owner for the cost of removal.

(e) Maintenance and Repair of Improvements. No improvement shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition inside and out. Owners shall maintain in good repair all exterior surfaces, including but not limited to walls, porches, patios, and appurtenances. Garages shall be kept at all times in a neat and tidy manner and doors shut whenever not in use for access or egress. Shrubs, trees, grass, and plantings on any Lots shall be kept by the Owner at all times neatly trimmed, properly-cultivated, and free from trash, weeds, and other unsightly materials.

(f) Storage. No exterior storage of any kind shall be permitted, except with prior written approval and authorization of the Architectural Committee. This provision shall apply, without limitation, to trash and garbage, woodpiles, camping trailers, boat trailers, travel trailers, boats, motor homes, and pickup camper units, and no automobile, truck, trailer, boats or other vehicle, regardless of ownership, age, condition, or appearance, shall remain on any Lot or Common Area in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use. The Association shall have the right to remove items which violate this restriction and assess the Owner for the cost of removal.

(g) Garbage. No garbage or trash shall be placed outside of any building, except in containers meeting the specifications, if any, of the Architectural Committee. All rubbish,

trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

(h) Outside Speakers and Amplifiers. No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside, of any building.

(i) Outside Lighting. No outside lighting, other than indirect lighting, shall be placed, allowed, or maintained on any Lot, unless it is shielded from other Lots and has been approved by the Architectural Committee.

(j) Animals. No animals, reptiles, fish, or birds of any kind shall be raised, bred, or kept in any building or on any Lot; provided, however, small, ordinary household pets may be kept so long as they are not, or do not become or appear to be, a nuisance, threat, or otherwise objectionable to other Owners.

(k) Re-subdivision. No Lot shall be further subdivided, and no portion less than the full Lot shall be conveyed by any Owner except that a small portion may be conveyed to an adjacent Lot Owner to allow for the building of fences, walls, and similar encroachments so long as that portion is henceforth conveyed with the adjacent Lot.

(l) Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot which might induce, breed, or harbor plant diseases or noxious insects.

(m) Machinery, Fixtures, and Equipment. No machinery, fixtures, or equipment of any type, including without limitation,

heating, air conditioning, or refrigeration equipment, antennae, clothes washers and dryers and clotheslines, shall be placed, allowed or maintained outside of any dwelling units, except with prior written approval and authorization of the Declarant. Any such machinery, fixtures, or equipment shall be attractively screened or concealed (subject to all required approvals as to architectural control) from view of other Lots and streets and in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece of machinery, fixture or equipment.

(n) Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground of any Lot, except to the extent, if any, that underground placement thereof might be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

(o) Burning and Incinerators. No open fires or burning shall be permitted on any Lot at any time, and no incinerators or like equipment shall be placed, allowed, or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(p) Signs. No exterior signs or advertisements of any kind may be placed, allowed, or maintained on any Lot, except

that traditional mailboxes, residential nameplates, and not more than one "for sale" or "for rent" sign not larger than three square feet may be placed and maintained on any Lot.

(q) Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation motor vehicles, shall be made upon any portion of any Lot within view of other Lots and streets.

(r) Oil and Mineral Activity. No oil exploration, drilling, development, or refining operation, and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts, shall be permitted upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

(s) Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use.

(t) Misuse and Mismaintenance. No Lot shall be maintained or utilized in such a manner as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or Lots; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon. All Lots shall be kept clean, picked up, trimmed, and mowed so as to present a neat and sightly appearance.

(u) Violation of Statutes, Ordinances, and Regulations. No Lot shall be maintained or utilized in such manner as to

violate any applicable statute, ordinance, or regulation of the ^{87, 409057} United States of America, the State of Arizona, the County of Maricopa, the City of Chandler, or any other governmental agency or subdivision having jurisdiction, or in violation of this Declaration or of any covenants, conditions, or restrictions applicable to said Lot.

(v) Businesses. No trade, business, profession, or other commercial activity, and no health, religious, or educational activities shall be conducted from or on any Lot or portion of the Property.

(w) Leases. No Owner shall permit his Lot or Dwelling Unit to be used for transient hotel purposes or shall lease less than the entire Lot and Dwelling Unit. Any lease or occupancy agreement shall be in writing, shall expressly provide that its terms are subject in all respects to the provisions of this Declaration, and that a violation of any such provisions shall be a default under such lease.

Section 2. Exemption for Purpose of Construction, Development, and Sale. The restrictions contained in this Declaration shall not apply to Declarant, its agents, employees, contractors or subcontractors, or other persons on the Property for the benefit of Declarant. Declarant shall have the right, during the period of construction, development, and sale, to grant reasonable and specifically limited exemptions from these restrictions to any other developer, builder or contractor, or

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any Owner. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor, and the anticipated duration thereof; and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location, or time than is reasonably required.

ARTICLE VIII

UTILITY EASEMENT

Notwithstanding any other provision hereof, there is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utility and service liens and systems, including without limitation water, sewer, gas, telephone, electricity, television, cable and communication lines and systems. 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 the Properties and to affix and maintain wires, circuits and conducts on, in and under the roofs and exterior walls of the Properties; provided, that no such utility and service liens or system may be installed or relocated on the Properties except as initially programmed and approved by Declarant or as thereafter approved by Declarant or by the Board of Directors of the Association. This easement shall in no way affect any other recorded easements on the Properties.

ARTICLE IX

PECOS FRONTAGE EASEMENT AREA

Notwithstanding any other provision hereof, there is hereby created a maintenance easement upon and across the Pecos Frontage Easement Area dedicated to the City of Chandler, Arizona for roadway and utility purposes, as identified on the final plat recorded at Book 269, Page 30 thereof, records of Maricopa County, Arizona. The easement is created for the benefit of the Association, its invitees, employees or independent contractors for the purpose of providing landscaping or other maintenance to the Pecos Frontage Easement Area.

ARTICLE X

GENERAL PROVISIONS

Section 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The provisions of this Declaration may be changed, modified, or rescinded in whole or in part by an instrument in writing setting forth such change, modification, or rescission, signed by owners of at least seventy-five percent (75%) of the lots. No amendment limiting, rescinding, or otherwise modifying in any respect any right, power, privilege, immunity or easement granted or reserved to Declarant shall be effective unless such instrument is also signed and acknowledged by Declarant. No amendment shall be effective until the amendment instrument is recorded.

Section 4. Term. This Declaration shall continue and remain in full force at all times with respect to the Property, and all Lots therein (subject, however, to the right to amend or repeal this Declaration, as provided above), for twenty-five (25) years. Thereafter, unless within one (1) year prior to the expiration date, an instrument terminating this Declaration is signed by Owners of not less than seventy-five percent (75%) of the Lots and is recorded with the County Recorder of Maricopa County, this Declaration, as in effect immediately prior to the expiration date, shall (subject to the right to amend or repeal the Declaration, as provided above) continue in effect automatically for an additional period of ten (10) years. Unless this Declaration is terminated within one (1) year prior to the expiration of any renewal period by a recorded instrument signed by the requisite proportion of Owners, as hereinabove provided,

this Declaration shall continue in effect for an additional ten (10) years renewal period.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of

April, 1987.

DIVIDEND DEVELOPMENT CORPORA-
TION,
a California corporation

BY *Richard D. Allen*
Its *VP*

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WHEN RECORDED MAIL TO:
Tri-City Property Management
760 S. Stapley Dr. Suite 3
Mesa, Az. 85204

THE HAVEN AT CHANDLER RANCH
ENFORCEMENT RULE

27/27

Upon notion duly made, seconded and carried, the Board of Directors of The Haven adopted the following Enforcement Rule:

Enforcement Rule. In addition to any enforcement procedures permitted under the terms of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and the By-Laws, and pursuant to Arizona Revised Statutes Section 33-1242, (11), the Board of Directors shall have the power to assess penalties against owner(s) of a lot for violations of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws or Rules and Regulations committed by the owner(s), and the owner shall be liable for any violation committed by a tenant or other occupant of the lot of owner(s). These penalties shall be established based on the nature of the offence, the attitude of the offending owner(s) and the number of violations, and they may range from \$10.00 to \$500.00. The owner(s) in question shall be given an opportunity to be heard by the Board or its enforcement committee prior to assessing any penalty, and written notice of said hearing shall be given at least ten (10) days in advance of the hearing by regular mail or by hand delivery at the last known address of the owner(s). Any penalties assessed against the owner(s) may be enforced in the same manner provided for delinquent assessments.

Passed by the Board of Directors at a Board Meeting held on October 27, 1992.

Paul Duray
President
Stephen B. Green

Management Agent
TRI-CITY PROPERTY MANAGEMENT, INC.

STATE OF ARIZONA)
)ss
County of Maricopa:

SUBSCRIBED and sworn to before me this October 27, 1992

Stephen B. Green
Notary Public

My Commission Expires Sept. 24, 1994

My Commission Expires

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