

KINGSWOOD PARKE COMMUNITY ASSOCIATION

RULES & REGULATIONS

Supersedes all previous Rules & Regulations
Dated November 20, 2014

TABLE OF CONTENTS

SECTION	CHAPTER	PAGE
I.	Introduction	1
II.	Architectural Change Control	1
III.	Payment of Assessments	1
IV.	Applicable Covenants and Restrictions	3
	A. Antennas and Satellite Dishes	3
	B. Clothes Drying	4
	C. Disease and Insects	4
	D. Firearms/Fireworks	4
	E. Fuel Tanks	4
	F. Garage Doors.....	4
	G. Lawns and Plantings	4
	H. Noise	4
	I. Pets	4,5
	J. Signs	5
	K. Storage	5
	L. Trash	5
	M. Holiday Lighting/Decoration	5
	N. Business Activity	5
V.	Residence, Leasing and Resale	
	Leasing and Resale of Residence	5,6
VI.	Vehicle Parking	6,7
	Vehicle Parking	6,7
	Vehicle Maintenance and Repair.....	7
VII.	Recreational Facilities	
	A. Operating Hours	7
	B. Facility Use	7
	C. Bicycles, Roller Blades, Roller Skates and Skateboards	7
	D. Tennis Courts	7
	E. Basket Ball Courts	8
	F. Volley Ball and Horseshoes	8
VIII.	Complaints and Violations.....	8
	A. Board of Directors	8
	B. Complains	8
	C. Violations	8
	D. Notice of CC&R Violation	8
	E. Hearings	9,10
	F. Health, Safety, Welfare	10
	G. Right of Self Help	10

KINGSWOOD PARKE COMMUNITY RULES AND REGULATIONS

November, 2014

I. INTRODUCTION

- A. These rules are established pursuant to Article V, Section 3, of the Declaration of Covenants, Conditions and Restrictions (CC&R's) which authorizes the Board of Directors to regulate and adopt rules to govern the use of Community facilities and areas. These rules are intended to promote a safe and enjoyable living environment and to preserve property values.
- B. The Declaration of Covenants, Conditions, and Restrictions (CC&R's) specify, in detail, resident occupancy and facility use restrictions within the Kingswood Parke Community. Consult the CC&R's in addition to these Rules and Regulations.

II. ARCHITECTURAL CHANGE CONTROL

- A. Refer to Current Architectural Standards and Procedures.

III. PAYMENT OF ASSESSMENTS

- A. Payments are due quarterly on the first day of January, April, July and October.
- B. A late fee will be charged if payment is **not received** by the 15th of the billing quarter.
- C. Homeowners may pre-pay as many quarters in advance as they wish.
- D. A charge will be assessed for checks with insufficient funds returned by the bank.
- E. Postdated checks are *prohibited*.
- F. Any homeowner more than fifteen (15) days delinquent in paying Association fees, special or regular, will be subject to the Collection process and being assessed a monetary penalty.
- G. Assessments more than sixty-one (61) days delinquent may result in a lien being placed on the property with no further notification to the homeowner.

IV. APPLICABLE COVENANTS AND RESTRICTIONS

A. ROOFTOP ANTENNAS AND SATELLITE DISHES

Residents wishing to install a rooftop antenna and/or satellite dish must follow the Kingswood Parke requirements as listed below then put their specific request in writing and submit it to the Architectural Committee.

1. LOCATION AND INSTALLATION

Location of satellite dish when possible should not be visible from the street or from neighboring property unless an acceptable signal cannot be received from any other location.

- 2. Any support post used for any satellite dish installation must be painted the same color as the house. These requirements are in accordance with recent FCC rulings regarding satellite dishes. CC&R's, Article IV, Section 3 (h).

B. CLOTHES DRYING

The drying or airing of clothes or other articles that may be visible from the street or neighboring properties is prohibited.

C. DISEASE AND INSECTS

A property owner shall not allow any condition to exist which could induce, breed or harbor diseases or insects.

D. FIREARMS/FIREWORKS

1. The discharge of a firearm is *prohibited*.
2. All types of fireworks are *prohibited*.

E. FUEL TANKS

Fuel tanks, of any kind, shall not be erected, placed, or maintained on the property, except for propane or similar fuel tanks permitted under the ordinances of the City of Surprise and the written approval of the Architectural Committee. Propane tanks for free standing BBQ grills are permitted.

F. GARAGE DOORS

Garage doors shall normally be open only to enter and exit. However, because of the heat, residents may leave the door partially open (12 inches) for air flow as long as garage contents cannot be observed from the street or neighboring properties. Garage doors may be fully open only while the occupant is working in the garage or yard.

G. LAWNS AND PLANTINGS

Under no circumstance shall lawns and/or plantings of any kind be a nuisance to neighbors or the community. Refer to Current Architectural Standards & Procedures.

H. NOISE

No exterior speakers, horns, whistles, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any property.

I. PETS

1. A maximum of three dogs or cats shall be permitted at any given time.
2. No pets of any kind except those found within the standard legal pet trade industry (dogs, cats, small caged birds, fish, non-venomous reptiles) may be kept inside of any residence.
 - a. Pets must be kept under direct control of the owner at all times, in a fenced yard, or within a residence. All pets not on owner's property must be on a leash at all times. Tethers (ground stakes) are not allowed.
 - b. An approved certified Service dog in service in the Kingswood Parke Community Association shall be excluded from being leashed while performing the required service.
3. Persons who walk and exercise their pets in common and residential areas **MUST IMMEDIATELY PICK UP AND DISPOSE OF PET DROPPINGS APPROPRIATELY.**
4. A pet shall not be allowed to make an unreasonable amount of noise or to become a nuisance or annoyance to other homeowners.

5. Structures for the care, housing or confinement of any pet shall be maintained so as not to be visible from the street or neighboring properties.
6. Animal Control will be notified to pick up any animal(s) found running loose within the community.
7. Please be advised: unattended pets left outside are vulnerable to coyotes.
8. All Dogs and cats shall be registered with Maricopa County Animal Care and Control.
9. No releasing of any pets into the neighborhood or ponds.

J. SIGNS

Refer to Current Architectural Standards and Procedures.

K. STORAGE

1. Personal property must be stored in an enclosed area so as not to be visible from the street or neighboring properties.
2. Water hoses should be stowed so as to minimize visibility from neighboring properties or the street.
3. Storage Shed Refer to Current Architectural Standards and Procedures.

L. TRASH & RECYCLE CONTAINERS

1. Trash and recyclables are to be placed in dumpsters or regulation black trash or blue recycle containers. All trash & recycling containers shall be screened from view. Disposal of hazardous materials in all trash & recycling containers is prohibited by law. Trash & recycling containers are not to be set out for pick up prior to 6:00 P.M. on the day before pick up and must be removed the same day of pickup.
2. Outdoor burning of trash or other debris is strictly prohibited.

M. HOLIDAY LIGHTING/DECORATION

Holiday decorations may be displayed during the Holiday Season, which, for purpose of these regulations starts November 15 thru January 1. Decorations must be removed by January 15.

N. BUSINESSACTIVITY

Property in Kingswood Parke is classified as "single family residential" under a tract declaration. CC&R's, Article IV, Section 4 (a).

V. RESIDENCE, LEASING AND RESALE

- A. Owners or their agent are prohibited from either renting or allowing the use or occupancy of homes for less than the minimum lease periods specified in the CC&R's.
- B. Any agreement for lease of any Lot or Parcel must be in writing and must be expressly subject to CC&R's, Article IV, Section 3 (bb).
- C. Notification of the existence of a lease must be delivered to the Association within ten (10) days of the commencement of the lease term or renewal term, and must include a copy of the Board approved Tenant Information form.
- D. Lease must be for the entire residence.

- E. Homeowners must provide current CC&R's, Rules and Regulations, and Architectural Standards and Procedures to the buyer, lessee or property managing agent prior to sale or lease.

VI. VEHICLES

A. VEHICLE PARKING

1. Parking in Kingswood Parke will be controlled pursuant to Kingswood Parke Community Association CC&R's, and these Rules & Regulations establishing limitations and restrictions. **PARKING ON SIDEWALK, CURBING, GREENBELT OR LANDSCAPED AREAS, INCLUDING YARDS, IS PROHIBITED!**
2. Driveways should be used when available to avoid parking on the street. At no time may a vehicle be parked to obstruct emergency vehicles.
3. Non-operable vehicles may not be stored or parked anywhere in Kingswood Parke. Vehicles may not be parked in common areas displaying "For Sale" signs. Operators must ensure that their vehicles are not losing coolant, oil, or transmission fluids in parking spaces or on the streets. Operators may be charged for costs associated with cleanup of fluid leaks. CC&R's, Article IV, Section 3 (u).
4. No motor or non-motorized vehicle classed by manufacturer as exceeding one ton, mobile home, travel trailer, tent trailer, trailer camper shell, detached camper, boat, boat trailer, commercial vehicle, utility or landscape trailers, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired in any area of Kingswood Parke so as to be visible from common area, the street, or neighboring properties. Commercially licensed vehicles or mobile storage units used for moving in or out of a household are prohibited from parking in residential or common areas except to load or unload and may not exceed twenty-four (24) hours without specific approval of the association. CC&R's, Article IV, Section 3 (s).
5. Pickup trucks of no more than one ton capacity with camper shells may park in residential and common areas if the vehicle and camper shell does not exceed seven (7) feet in height measured from ground level, and the vehicle is used on a regular and recurring basis for basic transportation.
Vehicle cannot remain parked on the street for periods exceeding twenty-four (24) hours without being moved. CC&R's, Article IV, Section 3 (s).
6. Vans and mini-motor homes may park in residential areas spaces if the vehicle does not exceed seven (7) feet in height and eighteen (18) feet in length, and the vehicle is used on a regular and recurring basis for basic transportation.
Vehicle may not remain parked on the street for periods exceeding twenty-four (24) hours without being moved. CC&R's, Article IV, Section 3 (s).
7. Resident owned recreational vehicles may be parked at the residence for a period not to exceed forty-eight (48) hours within a seven-(7) day period, and must not block any driveway. Parking on sidewalks or curbing is strictly prohibited.
8. RV's with expandable sides (slide outs) and/or expandable steps, when parked legally on Kingswood Parke streets, are allowed to have their slide outs open only

for the purpose of loading/unloading or for cleaning of the RV. Safety cones or similar devices must be deployed to insure that a vehicle or a pedestrian is made aware that they must exercise caution in that area. The maximum time slide out will remain open will be four (4) hours per day during daylight hours. Under no circumstances will slide outs be left open overnight and owners should be careful not to impede entrance to or exit from any neighbors driveways.

B. VEHICLE MAINTENANCE AND REPAIR

1. All forms of maintenance (includes oil, coolant, etc.), construction, or repair of motorized or non-motorized equipment and vehicles, tent trailer, camper shell, boat trailer, recreational vehicle, or similar equipment is prohibited in driveways and on the streets.
2. Washing of vehicles is not recommended in the single family home communities according to EPA and City of Surprise guidelines.
3. Parked vehicles may NOT be used as living quarters at any time. This is applicable to residents and non-residents!

VII. RECREATIONAL VEHICLES

A. OPERATING HOURS

The Kingswood Parke common and park areas shall be open from 5:00 A.M. to 10:00 P.M. each day, seven (7) days a week.

B. FACILITY USE

1. The Kingswood Parke common and park areas are available only for the use by Kingswood Parke residents and their guests. Use of specific areas may be reserved through the management company. Only residents and their guests are permitted in all common and park areas.
2. Glass containers are prohibited in the park area.
3. Trash should be properly disposed of in the containers provided in the park area.

C. BICYCLES, ROLLER BLADES, ROLLER SKATES and SKATEBOARDS

Bicycles, roller blades, roller skates and skateboards are prohibited from being ridden on the basketball and tennis courts.

D. TENNIS COURTS

Tennis Courts are provided for the use of residents and their guests only.

1. The courts are open from 6 A.M. to 10.00 P.M.
2. Soft soled tennis shoes and appropriate clothing (including shirts) must be worn at all times.
3. Shoe soles with cleats or raised heels, which leave marks on the court, are prohibited.
4. Commercial use of the Tennis Courts is prohibited.

E. BASKETBALL COURTS

Basketball Courts are provided for the use of residents and their guests only.

1. The courts are open from 6 A.M. to 10.00 P.M.
2. Soft soled shoes and appropriate clothing (including shirts) must be worn at all times.
3. Shoe soles with cleats or raised heels, which leave marks on the court, are prohibited.

F. VOLLEYBALL COURTS AND HORSESHOE PITS

Volleyball courts and Horseshoe Pits are provided for the use of residents and their guests only.

1. The courts are open from 6 A.M. to 10.00 P.M.
2. Proper clothing and attire should be worn at all times.

VIII. COMPLAINTS AND VIOLATIONS

A. BOARD OF DIRECTORS

The Board of Directors is responsible for the enforcement of the rules. The Community Manager/Agent shall serve as an agent of the Board of Directors to:

1. Enforce these rules.
2. Investigate all complaints.
3. Investigate all violations.
4. Take action to resolve complaints.
5. Correct violations. CC&R's, Article XI, Section 3.

B. COMPLAINTS

Residents may submit signed written formal complaints to the Community Manager/Agent concerning violations of the CC&R's and/or these rules. Residents may consult with the Community Manager/Agent to obtain assistance in preparing formal complaints. Forms used to prepare formal complaints may be obtained from the Association's website or the Management Agent's Office.

C. VIOLATIONS

When a violation is brought to the attention of Community Manager/Agent, a warning letter will be sent to the homeowner. If the violation continues, subsequent violation letters will be sent, implementing the approved fine system.

D. NOTICE OF CC&R VIOLATION: FINES AND PENALTIES

Any infraction of these Rules or of any provision of the CC&R's, Articles of Incorporation or By-Laws, by a member, family member, tenant, guest, invitee or licensee, may result in a fine against the applicable member and penalized as follows (in addition to any other penalties, disabilities or remedies available to the Association):

For MINOR violations such as, but not limited to, drying clothes visible to neighbors,

out of control weeds, pets not on leash, water hose storage, trash container left out, holiday decoration dates, roller blade violation, use of tennis courts after hours- the following fines and penalties apply:

COURTESY NOTICE: A violation notice will be sent to the Owner of the property stating the violation and providing the owner with ten (10) calendar days to bring the violation into compliance. No monetary penalty assessed.

FIRST OFFENSE: Optional warning -Community Manager/Agent notifies the homeowner of the violation and sets an immediate date by which violation must be corrected. No monetary penalty assessed.

SECOND OFFENSE: (Ten (10) days from first): Up to seventy-five dollar (\$75.00) fine and/or loss of Member's membership rights.

THIRD OFFENSE: (Ten (10) days from most recent prior notice): Up to one hundred dollar (\$100.00) fine and/or loss of membership rights.

FOURTH AND ADDITIONAL OFFENSES: (Ten (10) days from most recent prior notice): Up to one hundred dollar (\$100.00) fine and/or loss of membership rights with continuing fines and/or legal action.

For MAJOR violations such as, but not limited to, architectural rule violations, discharging a firearm, improper fuel tank installation, garages converting to living quarters or business use, occupancy, rental violations on residency, parking violations of RV's, trucks, boats and trailers—the following fines and penalties apply:

FIRST OFFENSE: Community Manager/Agent notifies the homeowner of the violation and sets an immediate date by which violation must be corrected and/or imposes a fine.

SECOND OFFENSE: (immediately follows date set for correction) Up to two hundred dollar (\$200.00) fine and/or loss of Member's membership rights and sets an immediate date violation must be corrected.

THIRD OFFENSE: (immediately follows date set for correction) Up to three hundred dollar (\$300.00) fine and loss of membership rights and again set immediate date by which violation must be corrected.

FOURTH AND ADDITIONAL OFFENSES: (immediately follows date set for correction) Up to five hundred dollar (\$500.00) fine every ten (10) days, loss of membership rights, and legal action instituted.

Unless otherwise indicated in any notice of an offense, a continuing offense shall be deemed to be a new offense every ten days, until remedied. Vandalism will involve a fine as outlined above, plus reimbursement to the Association for actual replacement or repair costs, and for such other amounts set forth in the operative documents. Any charge or fine not paid by its due date will be handled and collected in same manner as any other assessment. Owner has the right to a hearing on all violations.

E. HEARINGS

1. There are two types of hearings:

- a. Architectural hearings are first heard by the Architectural Committee. If situation

is not resolved at this step, a further hearing may be made to the Board of Directors.

- b. All hearings, other than architectural, are immediately directed to the Board of Directors.
 2. The Owner has the right to be heard regarding a violation. The owner must submit to the Kingswood Parke Community Association Community Manager/Agent a written request for a hearing within the time specified on the notice of violation.
 3. The Community Manager/Agent will refer the hearing to either the Architectural Committee or the Board of Directors. The hearing will be held to review the violation. The owner has the obligation to find out when and where the next scheduled Architectural Committee or Board of Directors meeting will be held. Failure to attend the scheduled hearing will constitute a waiver of the right to a hearing.
 4. At the hearing, the owner(s) will have the opportunity to present their case. The complainant, if applicable, or representative from any other faction, has the right to present their side of the issue. After hearing all relevant parties, the Architectural Committee or the Board of Directors will close the hearing and may recess to Executive Session.
 5. The Board of Directors has the right to determine whether the violation is a minor or major violation based on its impact to Kingswood Parke and/or its homeowners. The Board of Directors has the right to waive fines and penalties, or may rule that the violation is valid, and has the right to implement additional penalties. Penalties may include, but not be limited to, withholding voting privileges and the right to use common facilities. In the case of ongoing violations, which are not corrected, additional fines may be assessed without further hearings, until such time as the violation is corrected. If legal expenses or other costs are incurred to correct violations, the costs shall be assessed against the homeowner. If these costs are not paid within thirty (30) days, claim of lien in the amount of said costs may be filed against the homeowner. After the hearing the owner will be notified in writing, within seven (7) days, of Architectural Committee and/or the Boards decision.
- F. Health, Safety, and Welfare:**
Exceptions to Notice procedure Violations that would affect the health, safety, and welfare of the Association or Association Members may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety and welfare violations include, but are limited to, the following: accumulation of trash and/or other materials that may attract pests, threat of flood or fire damage to neighboring properties; an escaped pet, or a collapsed structure or tree blocking the road, driver's lines of vision or damage to adjoining neighbors' property such as fence/block wall.
- G. Right of Self Help:**
The Association has the right (but not limited to the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove the

violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner up to a six hundred dollar fine (\$600.00) and the cost of maintenance and repairs performed by the Association.

Note: The Association can issue a Self Help Demand Letter at any time. CC&Rs Article XI Sec. 3 of the Declaration provides for a fourteen (14) day written notice be given to the Owner. If the owner does not take corrective action in that fourteen (14) day period, the Association is authorized to enter upon the Owner's lot and perform the corrective action.

Adopted this _____ November, 2014

Kingswood Parke Community Association



President



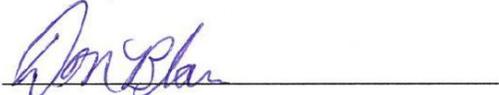
Vice President



Secretary



Treasurer



Board Member

KINGSWOOD PARKE

COMMUNITY

ASSOCIATION

ARCHITECTURAL STANDARDS
&
PROCEDURES

Supersedes all previous guidelines

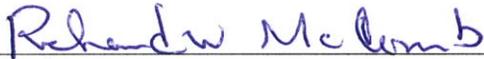
These Guidelines amended on November 20, 2014

Architectural Standards and Procedures

These Guidelines amended on November ____, 2014

IN WITNESS WHEREOF, the President of the Association hereby certifies that at a meeting of the Association's Board of Directors duly called and held on November ____, 2014 a majority of the Directors present voted in favor of adopting the foregoing Architectural Standards and Procedures as set forth herein.

All previous Architectural Standards and Procedures are herein rescinded.



President

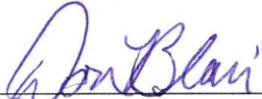


Vice President



Secretary

Treasurer



Board Member



TABLE OF CONTENTS

CHAPTER 1 INTRODUCTION, POLICIES, RESPONSIBILITIES, AND PROCEDURES

- 1.1 Introduction**
- 1.2 Goals and Objectives**
- 1.3 Community Manager/Agent**
- 1.4 Architectural Committee**
- 1.5 Qualifications**
- 1.6 Committee Composition**
- 1.7 Meetings Guidelines**
- 1.8 Enforcement**

CHAPTER 2 ARCHITECTURAL CHANGE AND IMPROVEMENT MANAGEMENT

- 2.1 Architectural Management**
- 2.2 Exterior Structure**
- 2.3 Exterior Grounds**
- 2.4 Holiday Decorations**

CHAPTER 3 PROCEDURES FOR SUBMITTING ARCHITECTURAL CHANGE & IMPROVEMENT

- 3.1 Submitting Requests**
- 3.2 Minor Landscaping**
- 3.3 Major Landscaping**
- 3.4 City of Surprise (Building Permit)**
- 3.5 Architectural Forms**
- 3.6 Committee Response**
- 3.7 Denial of Requests**
- 3.8 Documentation of Response**
- 3.9 Appeals**
- 3.10 Completion of Request**

CHAPTER 4 PRE-APPROVED ARCHITECTURAL STANDARDS

- 4.0 Introduction**
- 4.1 Screen Security Doors and Courtyard Gates**
- 4.2 Side Gates / Slats / Screening**
- 4.3 Floodlights / Security Lights / Exterior Accent Lighting**
- 4.4 Garage Door Louvered Vents**
- 4.5 Rain Gutters**
- 4.6 House Numbers**
- 4.7 Exterior Decorative Lights**
- 4.8 Storage Sheds**
- 4.9 Driveway, Walkway, Patio and Courtyard Coatings**
- 4.10 Plant Removal / Replacement / Irrigation Systems**
- 4.11 Screen Replacements**
- 4.12 Window Replacement**
- 4.13 Painting house – earth tones only**
- 4.14 Roof Repairs – Replace underlayment / using existing tiles**
- 4.15 Ground Cover – Refurbish only**
- 4.16 Signs**
- 4.17 Satellite Dish & Antenna Installation see Exhibit G**

- 4.18 Basketball Goals
- 4.19 Play Structures

CHAPTER 5
GUIDELINES FOR CUSTOM ARCHITECTURAL CHANGE REQUESTS

- 5.1 Custom Guidelines
- 5.2 Flag Display Guidelines
- 5.3 Major Landscaping Plan
- 5.4 Trees, Shrubbery, Plants
- 5.5 Ground Cover Change – style or color
- 5.6 Ornaments and Decorations
- 5.7 Patio Furniture
- 5.8 Trellis/Arbors
- 5.9 Residential Walls and Fences
- 5.10 Community Walls / Fences
- 5.11 Side Gate Modifications
- 5.12 Building Additions (including Guest Houses)
- 5.13 Gazebo / Pergola
- 5.14 Awnings / Retractable Awnings
- 5.15 Roll Down Screening and Shades
- 5.16 Patio Alterations / Additions / Enclosures
- 5.17 Concrete Work
- 5.18 Solar Energy Devices
- 5.19 Air Conditioners / Heat Pump / Coolers
- 5.20 Window Film
- 5.21 Roof Replacement

EXHIBITS

Pre-Approved Standard Request Form **EXHIBIT A**

Custom Architectural Change/Improvement Form **EXHIBIT B**

Kingswood Parke Community Signage/Recommended Standards/Owners Instructions **EXHIBIT C**

Kingswood Parke Community Signage/Recommended Standards/Residents instructions for Real Estate Agents **EXHIBIT D**

Approved Living Plant Materials **EXHIBIT E1 to E3**

Declaration of Assumption of Responsibility/Common Wall Modifications **EXHIBIT F**

Notice of Intent to Install Television Antenna/Satellite Dishes **EXHIBIT G**

ARCHITECTURAL STANDARDS & PROCEDURES

CHAPTER 1

Introduction, Policies, Responsibilities, and Procedures

1.1 INTRODUCTION: An Architectural Committee (Committee) has been established to perform architectural management responsibilities such as developing rules, regulation guidelines, procedures and standards for conducting an architectural management program.

Abbreviations:

KPCA	Kingswood Parke Community Association
Board	Kingswood Parke Community Association Board of Directors
Committee	Kingswood Parke Architectural Committee
CM/AGENT	Community Manager/Agent
CSC	Architectural Committee Staff/Community Standards Coordinator
Owner	Kingswood Parke Resident/Property Owner
City	City of Surprise
Office	Kingswood Parke Community Association Office
Pre-Approved Request Form	Pre-Approved Request Form
Custom Request Form	Custom Architectural Change/Improvement Request Form

1.2 GOALS AND OBJECTIVES: The goals and objectives of the architectural program shall be to ensure that appropriate guidelines and standards are applied in evaluating proposed alteration, change, and improvement requests received from Owners. Specific goals are to ensure that:

1. Kingswood Parke Community shall be maintained as an aesthetically pleasing place to live.
2. Property values are maintained or enhanced.
3. Owners are advised of their obligations and privileges relative to the alteration, structural or non-structural improvement or addition to their residence.

1.3 THE COMMUNITY MANAGER/AGENT administers the Committee and the CSC through the office.

1.4 ARCHITECTURAL COMMITTEE (Committee): The Committee is established to perform architectural management responsibilities as defined in the Kingswood Parke Community Association Declaration of Covenants, Conditions, and Restrictions (CC&R's) – Article XII Section 1, and the Rules and Regulations. The committee shall consist of members appointed by the Board in accordance with the CC&Rs.

1.5 QUALIFICATIONS: Members of the Committee need not possess any special qualifications. However, members selected to Committee assignment, shall be required to become thoroughly familiar with the regulatory requirements regarding the architectural management program contained in the CC&R's, Rules and Regulations, and this document.

1.6 COMMITTEE COMPOSITION: The Committee is composed of members appointed by the Board.

1.7 MEETING GUIDELINES: The Committee shall meet monthly, or as necessary, to review, approve or deny architectural alterations, changes, or improvement requests received from Owners. Meeting minutes will be recorded for all Committee meetings. A quorum shall be a majority of the members of the Committee.

1.8 ENFORCEMENT: Enforcement provisions are specified within the Governing Documents and Rules & Regulations.

CHAPTER 2

Architectural change and Improvement Management

2.1 The Owner must receive written approval from the Committee before performing any alterations, repairs, painting, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any residential property within Kingswood Parke. Changes or deviations in/or from the plans and specifications approved by the Committee shall be subject to the prior written approval of the Committee.

2.2 EXTERIOR STRUCTURE: No alterations, changes, or improvements can be made to the exterior structure without review and written approval from the Committee prior to the start of work. The Committee shall provide the Owner requirements and procedures on how to obtain approval of permits to accomplish the work.

Examples of alterations, changes and improvements include, but not limited to:

- a. building new structures
- b. patio alterations/additions
- c. awnings
- d. attaching ornaments to the exterior structure that are visible from neighboring properties or streets
- e. exterior painting of houses, fences and walls
- f. other additions, changes, or improvements proposed.

2.3 EXTERIOR GROUNDS: No major changes or improvements shall be made to the grounds and/or landscaping without prior written approval of the Committee.

2.4 HOLIDAY DECORATIONS: Artificial decorations for legal and religious holidays may be put up and displayed for ten days preceding the holiday and must be removed within five (5) days following the holiday.

EXCEPTION: Holiday Season (November 15 through January 1). Decorations displayed during the Holiday Season must be removed by January 15th.

CHAPTER 3

Procedures for submitting Architectural change and Improvement Requests

3.1 SUBMITTING REQUESTS: Requests for alterations, changes, and improvements shall be recorded on a Pre-Approved or Custom Request Form. These forms are available from the Office or on the internet.

- a. PRE-APPROVED REQUEST FORMS for minor work, may be approved by the CM/Agent or CSC.
- b. CUSTOM REQUEST FORMS for major projects require Committee review and action. Custom Request Forms must contain specific details (including measurements) describing the proposed alteration, change, improvement of structure and include such support information as a detailed drawing and plan providing material(s) and specific location information as needed to clarify the nature of the proposed work.

3.2 MINOR LANDSCAPING: Requires Pre-Approved Request Forms for rock top dressing using matching rock and replenishment projects with plants and shrubs listed in Exhibits F-1 through F-3.

3.3 MAJOR LANDSCAPING: Custom Request forms must be submitted to obtain approval for all major landscaping work and must include a detailed landscape plan and drawing showing the location and type of plantings to be removed, relocated or replaced, if any, and must specify type of ground cover, i.e. turf, granite, or other type of rock. A small sample of the type and color of rock shall accompany the request.

3.4 CITY BUILDING PERMIT: A building permit must be obtained from the City for all structural, electrical and plumbing improvements. Prior to submitting the plans to the City, a Preliminary Approval must be obtained from the Committee.

a. Preliminary plans must be submitted to the Committee for initial approval prior to being submitted to the City. Final approval of plans by the Office is required after receiving a copy of the City Building Permit and a full set of approved plans. Whenever there is a conflict between City of Surprise Ordinances and Kingswood Parke Community Association Architectural Standards and Procedures, the most restrictive of the two will apply.

3.5 ARCHITECTURAL FORMS: Pre-Approved Request Forms and Custom Request Forms may be obtained from the Office.

a. Pre-Approved Request Forms must be completed by the Owner and returned to the office for approval and authorization to proceed by the Community Manager/Agent or the Community Standards Coordinator.

b. Custom Request Forms must be completed by the Owner and returned to the Office to be recorded and forwarded to the Committee for review at the next regularly scheduled Architectural meeting. Forms must be submitted no less than seven (7) days prior to the Committee's meeting date.

3.6 COMMITTEE RESPONSE: The Committee shall respond within forty-five (45) days from the date the complete request is received. The Committee will report whether the request has been approved or denied. Failure by the Committee to act on the application and inform the Owner within forty-five (45) days from the date the request along with all other plans, materials, fees and specifications required by the Architectural Committee are received, shall waive the approval requirement. However, all work must still comply with all requirements of the Declaration and Architectural Guidelines. OWNERS WILL BE NOTIFIED OF THE DATE OF THE MEETING AND ARE URGED TO ATTEND THE COMMITTEE'S MEETING IN ORDER TO ANSWER QUESTIONS ON THEIR APPLICATION.

3.7 DENIAL OF REQUESTS: Notice of denial of requests shall be written and it will state the reason(s) for denial. Any such denial shall be mailed, e-mailed with "read Receipt," or hand delivered to the owner.

3.8 DOCUMENTATION OF RESPONSE: The Committee's response to all requests will be recorded on the Pre-Approved or Custom Request Form or by letter at the Committee's option. The Owner will be sent or given a copy of the reviewed request form as evidence of approval or denial. The original request form, with all supporting documents will be filed in the Office in the appropriate affected property file.

WORK CAN NOT START UNTIL THE OWNER HAS RECEIVED WRITTEN FINAL APPROVAL FROM THE COMMITTEE.

3.9 APPEALS: Upon notification of denial of request, the affected Owner has a right to appeal the decision of the Committee to the Board.

APPEAL PROCESS:

1. Written notice of appeal must be given to the Office, defining the appeal to the Board. The appeal must be filed at the Office within ten (10) working days of date notice was given.

2. The Board President will schedule a hearing. The Owner will be notified of the date, time, and location of the hearing. Board members will be given a copy of the original denied request, the basis of the appeal, and the Committee's basis for denial. The Chairperson of the Committee will be invited to the appeal review meeting to answer questions and provide documentation of rationale and precedents to the denial. The Owner will be invited to the appeal review meeting to present their appeal to the Board.

3. The Board may elect to conduct private interviews, during the appeal review hearing, with the Owner and/or the Chairperson of the Committee.

4. The Owner will receive written notice of the Board's decision within seven (7) working days after the appeal hearing.

5. The decision of the Board will be by majority vote of the quorum present at the appeal hearing.

6. Minutes of the appeal hearing will be documented and become a part of the affected property file.

7. Copies of all correspondence, the initial request, the Committee's notification to the Owner, the request for appeal to the Board, the Board's notification to the Owner will all become part of the affected property file. Such decisions, so modified, shall be deemed the decision of the Committee in this instance only, and all such modification shall be documented and become part of the affected property file.

3.10 COMPLETION OF REQUEST: Approved requests must be completed within ninety (90) days unless the Committee designates a specific time or grants a written extension of the time limit. The Owner is required to provide notification of completion to the Office to enable staff scheduling of final inspection of all approved requests.

CHAPTER 4

PRE-APPROVED ARCHITECTURAL STANDARDS

INTRODUCTION: The Committee has authorized an Administrative Pre-Approved Architectural Change/Improvement Request process for making certain alterations and additions to a lot within Kingswood Parke. Owners must submit a Pre-Approved Request Form for approval on all projects listed in Section 4. Section 4 projects may be approved administratively by the CM/Agent or CSC.

- a. Owners wishing to initiate any of the following PRE-APPROVED STANDARDS must submit a Pre-Approved Request Form for the specific alteration, improvement, installation, or structure, to the Committee at the Office. Forms are available at the Office or on the internet.
- b. The Committee has authorized the CM/Agent or CSC to review and approve the Pre-Approved Request Form.
- c. The submission must meet all of the architectural standards for the alteration/modification with no variations, and no requirement for a building permit from the City.
- d. Any deviation from these restrictions/standards set forth without the express consent of the Committee will constitute a violation and render the PRE-APPROVAL null and void. Action will be taken by the Association per CC&R's Article XIII, Section 12. Any request not listed as a PRE-APPROVED STANDARD shall henceforth be considered a CUSTOM ARCHITECTURAL CHANGE IMPROVEMENT REQUEST.

PRE-APPROVED APPLICATION SECTIONS

- 4.1 SCREEN / SECURITY DOORS / GATES & COURTYARD**
- 4.2 SIDE GATES / SLATS / SCREENING**
- 4.3 FLOODLIGHTS / SECURITY LIGHTS / EXTERIOR ACCENT LIGHTING**
- 4.4 GARAGE DOOR LOUVERED VENTS**
- 4.5 RAIN GUTTERS**
- 4.6 HOUSE NUMBERS**
- 4.7 EXTERIOR DECORATIVE LIGHTS**
- 4.8 STORAGE SHEDS**
- 4.9 DRIVEWAY, WALKWAY, PATIO AND COURTYARD COATINGS**
- 4.10 PLANT REMOVAL / REPLACEMENT / IRRIGATION SYSTEMS**
- 4.11 SCREEN REPLACEMENTS**
- 4.12 REPLACEMENT OF WINDOWS WITH HIGHER ENERGY EFFICIENT WINDOWS**
- 4.13 PAINTING HOUSE – EARTH TONES ONLY**
- 4.14 ROOF REPAIRS WHERE EXISTING ROOF TILES WILL BE RE- USED.**
- 4.15 GROUND COVER – REFURBISH**
- 4.16 SIGNS**
- 4.17 SATELLITE DISH & ANTENNA INSTALLATION**
- 4.18 BASKETBALL GOALS**
- 4.19 PLAY STRUCTURES**

PRE-APPROVED STANDARDS

- 4.1 SCREEN SECURITY DOORS:** All entry security/screen doors must be made of metal material and must be the same color as the house, house trim, black or white.
- 4.2 SIDE GATE SLATS / SCREENING:** Installation of slat/screening or lattice should be painted the same color as the house or the gate. See 5.11 for Custom Guidelines

4.3 FLOOD LIGHTS / SECURITY LIGHTS / EXTERIOR ACCENT LIGHTING: The floodlight/security light must not be more than 75 watts per bulb with no more than two bulbs per position and not more than two positions. The light emitted from security lighting must not encroach on other properties and not become a nuisance. If complaints are received, the lighting will have to be removed completely. All wiring must be installed per code with approved wiring and connections. If wiring is placed in exterior conduit, the conduit and light fixture electrical box must be painted the same color as the house so that it does not detract from the appearance of the house. Exterior accent lighting such as “Malibu” lighting may be installed in landscape areas if installed according to the Manufacturers guidelines. The number of lights, lighting style, design and color must blend with and complement the existing landscaping and house. The lighting shall be no more than approximately 18 inches in height from ground level. No colored bulbs, lenses or reflectors are allowed. All wiring must be concealed under the landscape rock top dressing and all control boxes, conduit and wiring must be painted the same color as the area to which they are attached, provided the painting does not void any manufacturer’s warranty.

4.4 GARAGE DOOR LOUVERED VENTS: Louvered vents may be installed in single or double garage doors to provide air flow when garage door is in the full down position. The vents may be installed in the lower and/or upper panels. Louvered vents must be made of metal material and must be painted the same color as the garage door.

4.5 RAIN GUTTERS: Rain gutters and downspouts may be installed. The color of the gutters must be the same as the fascia color and the downspouts must be the same color as the house. Drainage must not be directed to adjacent residential property.

4.6 HOUSE NUMBERS: House numbers may be installed on the residence replacing those or in addition to the house numbers provided by the developer. The address numbers must not have more than five (5) numerals, and be no more than six inches (6”) high by four inches (4”) wide in size per numeral. They may be placed in a frame that is color compatible with the house color and be made of material that will withstand the elements. House numbers not consistent with above require a Custom Request Form be submitted.

4.7 EXTERIOR DECORATIVE LIGHTS: Exterior lights may be installed on either or both sides of the garage door, on the side wall of the garage leading to the front entrance as well as either or both sides of any exterior door into the house. Approved material for exterior lights includes brass, ceramic, pottery, copper, antique bronze or other metals. Fixtures must be a color compatible with the color of the house exterior. Electric wiring must adhere to local electrical codes.

4.8 STORAGE SHEDS: A single storage shed may be erected but cannot be attached to another structure. The storage shed must not be visible from neighboring properties, green belt areas or the street. No storage shed installation is permitted if it detracts from neighboring properties in any way.

4.9 DRIVEWAY, WALKWAY, PATIO AND COURTYARD COATINGS: The concrete areas that make up driveway, walkway, patio or courtyards of single family homes may be altered by special concrete paint or one of several types of coatings that simulate tile, stone, Kool Deck appearances or actual tile. Provide site plans of the area that is to be treated. Include material and color samples and brochures of the type of alteration to be installed. This does not include expanding existing concrete structures.

4.10 PLANT REMOVAL / REPLACEMENT / IRRIGATION SYSTEMS Applies only to front yards in single family homes that are not covered by the KPCA’s master landscaping contract. Existing plants may be removed at the Owner’s discretion. Replacement plants must comply with the Guidelines established in Sections 5.3 and 5.4 of the Architectural Standards and Procedures. Include the location of plants to be removed. Include the location of replacement plants and the type of plant to be used. The pre- approval process includes only the plants and trees listed in Exhibit F to this document.

IRRIGATION SYSTEMS - Water conservation is a desired community goal. Irrigation system designs should utilize the most current state-of-the-art water conservation technologies. Underground irrigation systems are recommended for all landscape areas:

1. Different valves should be provided for trees, low-water-use shrubs, ornamental shrubs, turf, pots, fruit trees and vegetable gardens.
2. Spray irrigation should be limited to turf areas only and shall not spray on any shared or common area, walls or

vertical surface.

3. Irrigation run-off of any kind into street, sidewalks, common areas or adjacent properties is not permitted.
4. The use of drip irrigation is encouraged for all landscape areas other than turf.
5. All irrigation tubing runs must be concealed under the landscape rock top dressing.
6. Control boxes, conduit and wiring must be painted the same color as the area to which they are attached, provided the painting does not void any manufacturer's warranty.

4.11 SCREEN REPLACEMENTS: Screens may be replaced with the same type of screen and frame. Approved screen colors are black, charcoal gray, mocha (beige) and bronze. Any deviation from the existing screens requires a Custom Request Form for review and approval by the Committee.

4.12 WINDOW REPLACEMENT: Applies to the replacement of windows with higher rated energy efficient windows.

4.13 PAINTING EXTERIOR OF RESIDENCE: All residences must be painted using only earth tones.

A. HOUSE AND/OR PARTY WALL PAINTING:

All party walls shall be painted the color of the house on the side facing the street when they are repainted. The private side of the party walls may be painted the color of the house or their existing color. All paint requests must be submitted for review and approval prior to painting the house.

B. PAINTING OF EXTERIOR AUXILIARY EQUIPMENT: Items such as antennas, masts, cables, conduits, wires, pipes and irrigation control boxes must be painted the same color as the area to which they are attached, provided the painting does not interfere with acceptable signal quality or does not void any manufacturer's warranty. This includes all cables, pipes, wires that are visible from the street, neighboring properties and in back yards facing the common areas.

4.14 ROOF REPAIRS: Roof repairs that call for replacing the original roof tiles after the repair or replacement of the under carriage. Any new roof tiles used to replace original roof tiles that are damaged must be placed on roof slopes away from the street or common areas. Replacement roof tiles should match as closely as possible with the original roof tiles.

4.15 GROUND COVER: Rock top dressing and replenishment projects in the front yard and the removal and/or replacement of shrubs and plants listed on Exhibit E.

4.16 SIGNS: All signs displayed in Kingswood Parke (excluding signs required by legal proceedings and signs required by law to be allowed on the property) such as Commercial Signs and Special Event Signs, must be approved by the CM/AGENT, CSC or Architectural Committee for appearance, content and size. In the case of Contractor signs placed on the Owner's property during improvement and/or alteration projects it is asked that these signs be removed from the property once the work has been completed.

A. POLITICAL SIGNS

Political Signs in a Planned Community – Pursuant to HB2471:

- a) If the city, town or county in which the planned community is located *does not* regulate the size and number of political signs on residential property, the association shall not limit the number of political signs allowed so long as the aggregate total dimensions of all political signs do not exceed nine square feet. Political signs need not be commercially produced or professionally manufactured.
- b) HB2471 also states a planned community shall not prohibit the indoor or outdoor display of a political sign by an owner on that owner's property, except that an association may prohibit the display of political signs earlier than seventy-one (71) days before the day of an election and later

than three (3) days after an election day.

B. REAL ESTATE SIGNS

Real Estate signs are divided into two categories:

- a) One "FOR SALE / RENT / LEASE sign is permitted on the Owner's property. The sign shall be in conformance with the industry standard size sign, which shall not exceed 18" x 24", and the industry standard size sign rider, which shall not exceed 6" x 24".
- b) OPEN HOUSE signs shall not be any larger than the industry standard size sign of 18" x 24".
- c) All real estate signs must be commercially produced.
- d) OPEN HOUSE signs may be displayed between the hours of 8:00am and 6:00pm in the front yard area on the day of the Open House. Said signs may be staked or "A" frame design
- e) Signs must be located as to not impede with sidewalk or street traffic.

Also pursuant to HB2471 an association shall not prohibit or charge a fee for the use of, placement of or the indoor or outdoor display of a for sale, for rent or for lease sign.

See Exhibit C & D for additional information regarding Real Estate sign placement.

C. SPECIAL EVENT SIGNS

Special event signs are permitted for Kingswood Parke Organizations, recognized by the Kingswood Parke Community Association Board of Directors, who desire participation in the event by the general public.

- a) Special Event Signs are subject to review and approval of the CM/Agent as to appearance and content. The signs must be of professional quality and sized to fit within 12" x 18" holders mounted on "A" frame (sandwich) style boards 36" wide by 52" high.
- b) Special Event Signs must be approved CM/Agent and may be displayed for ten days (including the day of the event).
- c) A total of four (4) special event signs may be used.
- d) Locations for the Special Event Signs shall be approved by the CM/Agent.

4.17 SATELLITE DISH & ANTENNA INSTALLATION: Owners may place antennas/satellite dishes that comply with Over-The-Air Reception Device (OTARD) rules only within an area that is in their exclusive use or control. At no time will the Association allow installation to occur on Association Common area. Community Associations are allowed to adopt reasonable regulations that do not impair the installation, maintenance or use of an installed antenna.

APPLICATION PROCESS

Owners wishing to install a rooftop antenna and/or satellite dish must follow the Kingswood Parke requirements by submitting NOTICE OF INTENT TO INSTALL TELEVISION ANTENNA/SATELLITE DISHES (Exhibit G) form to the Community Standards Coordinator or Community Manager/Agent for signature.

SIZE RESTRICTIONS

Video antennas including satellite dishes, wireless cable antennas and television antennas designed to receive local television broadcast signals must be less than one meter (39.37 inches) in diameter.

LOCATION & INSTALLATION RESTRICTIONS

- a) Wherever possible every effort should be made to ensure that the dish/antenna is not visible from the street with consideration being given to neighboring property and open space.
- b) If visible from the street, open space or neighboring properties, all wiring, cables and masts must be painted the same color as the area to which they are attached unless by doing so it will damage the antenna/satellite dish, void the warranty, impose unreasonable cost or impair the quality of the signal.

- c) If the installer determines that the only place you can receive a proper signal is on the Party Wall between neighbors, you and the neighbor must sign and submit a DECLARATION OF ASSUMPTION OF RESPONSIBILITY form (Exhibit G).

4.18 BASKETBALL GOALS: Basketball goals shall be installed on the “interior” side of the driveway if located in the front yard and on the “interior” of the lot if located in the rear yard. Basketball goals attached to the front of the home are prohibited. Basketball hoops, backboards and other elevated sport structures must be maintained in good condition.

4.19 PLAY STRUCTURES: Play structures will be permitted within the perimeter of the fenced backyard of a residence under the following conditions.

- a) A play structure may not be closer than five (5) feet from the wall separating any neighboring property;
- b) No play structure may be placed in a yard so that it would allow anyone who is standing on any platform, ledge or any other surface upon which someone may stand on traverse, to see over the fenced backyard into adjoining properties, unless such views are properly screened;
- c) Play structures do not include trampolines;
- d) Swing sets and play structures that do not have any elevated surfaces upon which someone may stand are allowed if their apex does not exceed one (1) foot above the shortest surrounding walls.
- e) Notwithstanding the previous restrictions, no part of all play structures (i.e. pole, antenna, extension, etc.) may extend beyond one (1) foot above the surrounding wall(s) or fence(s) without express written approval of the Architectural Committee through the Custom Request process.

CHAPTER 5

GUIDELINES FOR CUSTOM ARCHITECTURAL CHANGE AND IMPROVEMENT REQUESTS

(Custom Request Form)

CUSTOM APPLICATION SECTIONS

- 5.1 CUSTOM GUIDELINES**
- 5.2 FLAG DISPLAY GUIDELINES**
- 5.3 MAJOR LANDSCAPING PLAN**
- 5.4 TREES, SHRUBBERY, PLANTS**
- 5.5 GROUND COVER CHANGE**
- 5.6 ORNAMENTS AND DECORATIONS**
- 5.7 PATIO FURNITURE**
- 5.8 TRELLIS/ARBORS**
- 5.9 RESIDENTIAL WALLS AND FENCES**
- 5.10 COMMUNITY WALLS/FENCES**
- 5.11 SIDE GATE MODIFICATIONS**
- 5.12 BUILDING ADDITIONS (INCLUDING GUEST HOUSES)**
- 5.13 GAZEBO/PERGOLA**
- 5.14 AWNINGS/RETRACTABLE AWNINGS**
- 5.15 ROLL DOWN SCREENING AND SHADES**
- 5.16 PATIO ALTERATIONS/ADDITIONS/ENCLOSURES**
- 5.17 CONCRETE WORK**
- 5.18 SOLAR ENERGY DEVICES**
- 5.19 AIR CONDITIONERS/HEAT PUMPS/COOLERS**
- 5.20 WINDOW FILM**
- 5.21 TILE ROOF REPLACEMENT GUIDELINES**

CUSTOM ARCHITECTURAL STANDARDS

5.1 CUSTOM GUIDELINES: The Committee shall refer to these guidelines and criteria to evaluate custom requests and determine whether the proposed alteration, change improvement, structural or non-structural additions shall be in compliance with the architectural goals and objectives established for Kingswood Parke. Owners must submit a Custom Request Form to the Committee for approval on all projects listed in Section 5.

5.2 FLAG DISPLAY GUIDELINES: Flag display guidelines are herein established for the SINGLE FAMILY RESIDENCES of Kingswood Parke.

A. Flag size shall not exceed three (3) feet by five (5) feet in size.

B. The following list of flags is permitted to be flown in the Single Family Residential area of Kingswood Parke:

- 1)** The American Flag or an official or replica of, The Arizona State Flag, a flag of the US Army, Navy, Air Force, Marine Corps or Coast Guard, the POW/MIA flag, an Arizona Indian Nations Flag and the Gadsen flag. Residents are restricted to displaying no more than two flags at once.

C. Display of all other flags is prohibited.

D. Residents are permitted to have two (2) flagstuffs no longer than six (6) feet in length, or one ground mounted flag pole no taller than eighteen (18) feet in height.

E. Flagstaffs

- 1)** A single flagstaff may be displayed at the front of the garage or at the entrance to the residence.
- 2)** The two (2) flagstaff option permits one flagstaff on each side of the garage entrance.
- 3)** Up to two (2) flagstaffs may be attached to the patio beam in the back yard.
- 4)** Other placements may be submitted to the Committee for consideration.

F. Flag Pole

Residents may install one (1) in the ground flagpole in the front or back yard:

- The pole may be no more than eighteen (18) feet in height
- The pole shall not be closer than (10) feet to common or party walls
- The pole shall be metal, either white or aluminum
- The top of the pole shall be adorned with either a gold or silver ball, or an eagle
- Hooks used to attach flags shall be plastic

It is recommended that the pole be installed in a ground sleeve to permit ease of maintenance or removal.

G. Flags must be displayed in a manner consistent with the Federal Flag Code (P.L. 94-344: 90 Stat. 810:4 United States Code sections 4-10) and any other Federal or State laws.

5.3 MAJOR LANDSCAPING PLAN: Landscaping work in the front yards must be reviewed and approved in writing. A Custom Request Form with attached lot plot plan, detailed landscape plan, material list, and sample of rock ground cover must be submitted for review. The landscape plan must show type and location of all plantings. No raised planters shall be placed against a common or party wall. There must be a minimum of two inches (2") of space between the common or party wall and the planter. The Committee shall have **SOLE DISCRETION** whether landscaping and other improvements are harmonious with surrounding areas. The use of drought resistant plants is encouraged. For information regarding the plants and trees listed in Exhibit F available for Pre-Approved Applications or for other possible selections available for Custom Change Applications you may consult the information available from the websites listed below:

Arizona Department of Water Resources at:

<http://www.azwater.gov/AzDWR/StatewidePlanning/Conservation2/LandscapePros/Plant>

[Lists_Landscaping.html](http://www.amwua.org/plants.html) Arizona Municipal Water Users Association at: <http://www.amwua.org/plants.html>

5.4 TREES, SHRUBBERY, AND PLANTS: Plantings must be identified on a materials list and plot plan accompanying the request. Seasonal bedding plants may be planted in containers described in Sec. 5.6. Trees that grow tall, drop a lot of leaves, use a lot of water are discouraged. Shrubbery and other type plantings must be trimmed to present a favorable appearance. A minimum of eight (8) vertical feet clearance is required if tree is next to sidewalk so that pedestrian traffic is not hindered. If trees or shrubbery extends over the common area, such as the street, it must be trimmed to a height of fourteen (14) feet to allow passage of tall vehicles, such as delivery trucks and recreational vehicles.

5.5 GROUND COVER CHANGE: Samples of rock used as ground cover must be submitted with landscaping request/plan to the committee for review and approval. The Committee will ensure that the ground cover proposed fulfills the requirement of being harmonious with other landscaped areas in the sub-division/community. No painted or stained rock will be permitted

5.6 ORNAMENTS AND DECORATIONS: Ornaments and decorations placed on the exterior surface of a dwelling, or in the front yard of a single family dwelling that are visible from neighboring properties or the street must be approved in writing by the Committee. Residents shall place no ornaments or decorations in the common areas.

- A.** Ornaments and decorative items will be considered on a case by case basis according to the number, size, style and proposed location of items.
- B.** Colors must be harmonious with the surrounding neighboring properties. Items are to be of wood, metal, ceramic or concrete like material.
- C.** Items must not exceed 120” in combined height, length and width and not to exceed 48” in height. EXCEPTION: water features, such as circular fountains, may be larger. Any water feature with a depth exceeding 18” must adhere to City of Surprise safety and building codes.
- D.** Planters and flower pots are to be made of wood, metal ceramic, terra cotta or concrete like materials. Planters and pots may remain empty or contain natural plant material, defined as live plants. Flowers and plants made of artificial materials are prohibited.

5.7 PATIO FURNITURE:

A. Single Family Homes

- 1)** Patio furniture shall be limited to use in the back yard and on covered front porch areas.

5.8 TRELLIS/ARBORS: All proposed trellis/arbor installations require that a Custom Request Form be submitted to the Committee along with detailed descriptions and drawings.

- A.** The proposed use of a trellis/arbor in the single family lots, which are visible from neighboring properties or the street, must be submitted to the committee for review and approval. All proposals to erect a trellis/arbor in the front yard will be evaluated in terms of location, size, material selection, use, color, and color finish, which must be harmonious with the color scheme of the sub-division.
- B.** Owners must maintain the trellis/arbor so as to reflect favorably on the appearance of the front yard of the lot. Owners will be required to remove the trellis/arbor that is not maintained and therefore detracts from the appearance of homes within the sub-division.

5.9 RESIDENTIAL WALLS AND FENCES: All improvements (whether permanent or temporary), alterations, or repairs which in any way alter the exterior appearance of walls and fences require prior written (Custom Request Form) approval of the Committee. This includes proposals to stucco the interior common wall inside backyards. The wall color must match the house or trim color. A detailed drawing of the proposed changes/additions to wall/fence must be included with the Custom Request Form.

A written consent from the adjacent property owner(s) is required.

5.10 COMMUNITY WALLS/FENCES: Property owners in the Kingswood Parke Community Association are not permitted to alter or modify any wall abutting Community Association owned property such as greenbelts, and water retention areas without the express written consent of the Association.

5.11 SIDE GATE MODIFICATIONS: Side gates are limited to 60 inches in width and must be the height of the original gate. The gate must be of the same material, color, and design of the original gate. The installation of slat/screening or lattice should be painted the same color as the house or the gate.

5.12 BUILDING ADDITIONS:

- A.** No building additions, changes, alterations, or repairs (whether temporary or permanent) which alters the exterior appearance of any property within Kingswood Parke shall be done without the prior written final approval of the Committee. Work CAN NOT start until the owner has received WRITTEN

FINAL approval from the Committee.

B. Whenever there is a conflict between City of Surprise Ordinances and Kingswood Parke Community Association Architectural Standards and Procedures, the most restrictive of the two will apply.

C. Final approval from the Committee is required after the Owner submits a copy of the City approved set of plans and a copy of the Building Permit to the Office. Work CAN NOT start until the owner has received WRITTEN FINAL approval from the Committee.

5.13 GAZEBO/PERGOLA:

(A) A GAZEBO (a freestanding roofed structure with open sides) may be installed in the backyard of Single Family Lots subject to review and final approval of the Committee. A Custom Request Form with detailed drawing(s) must be submitted to the Committee describing the proposed installation. The Committee shall evaluate and may grant preliminary approval of the request if the proposed Gazebo meets the following criteria:

- 1) The gazebo exterior must not be fully enclosed;
- 2) The gazebo shall be limited to backyards of Single Family Lots that, in the opinion of the Committee, can adequately accommodate the proposed structure;
- 3) The gazebo must be a freestanding roofed structure;
- 4) The gazebo must be at least three (3) feet from any common or party wall and shall not be constructed within an easement area;
- 5) The gazebo must not exceed 10 feet in width or length and must not exceed 9 feet in height at its highest point;
- 6) The gazebo may be constructed of either metal or wood;
- 7) Color is limited to the color of the house or the color of redwood; and must not be used for the storage of equipment/supplies.

The Owner must then obtain a building permit from the City, if required. After obtaining the permit, the Owner must then submit an approved set of plans and a copy of the building permit from the City to the Office for final approval. **WORK CAN NOT START UNTIL THE OWNER HAS RECEIVED WRITTEN FINAL APPROVAL FROM THE COMMITTEE.**

(B) A PERGOLA (a freestanding structure consisting of posts or columns supporting an open roof in the form of a trellis or lattice) may be installed in backyards of Single Family Lots, subject to review and final approval by the Committee. A Custom Request Form with detailed drawings must be submitted to the Committee describing the proposed installation. The Committee shall evaluate and may grant preliminary approval of the request, if the proposed pergola meets the following criteria:

- 1) The pergola shall be limited to Single Family lots that in the opinion of Committee, can adequately accommodate the proposed structure;
- 2) The pergola must be a freestanding structure with post or columns supporting an open roof in the form of a trellis or lattice;
- 3) The row of posts or columns must not exceed 12 feet in width and be limited to 200 square feet in overall area and to 9 feet in height at its highest point;
- 4) The pergola can be located no closer than five (5) feet from common walls and not be constructed in an easement area;
- 5) The pergola's color is limited to the color of the house or the color of redwood; the structure may be constructed of wood, vinyl or metal. If Preliminary Approval is granted by the Committee, the request and drawings must be submitted to the City for approval.

The Owner must then submit an approved set of plans and a copy of the building permit from the City to the Office for final approval. **WORK CAN NOT START UNTIL THE OWNER HAS RECEIVED WRITTEN**

FINAL APPROVAL FROM THE COMMITTEE.

5.14 AWNINGS/RETRACTABLE AWNINGS: Fixed awnings may be authorized to be installed on homes within the single family communities. Owners must submit a Custom Request Form and include a detailed drawing showing location, dimensional information, and commercial information that describes the awning and include a sample of the awning material if available. Retractable awnings may be authorized only in back yards. Color selection must be consistent with the color of the house and be harmonious with the color scheme of the sub-division. All exposed metal, such as end caps, brackets, hoods, etc. must be as close as possible to the color of the house, or painted to match the house. Retractable awnings must be in the stored position when not in use. Owners must maintain the awnings so as to reflect favorably on the appearance of homes within Kingswood Parke.

5.15 ROLL DOWN SCREENING AND SHADES: Owners must submit a Custom Request Form to include a detailed drawing showing the proposed location of the installation(s) including all dimensional details. Color selection must be consistent with color of the house and be harmonious with the color scheme of the sub-division. Commercial information describing the product should be included with the request. Roll down sun screens must be installed so that attaching brackets and roll down screening/shades are not readily visible from the neighboring properties in the rolled up position. Roll down closures will not be permitted, without Committee approval.

5.16 PATIO ALTERATIONS/ADDITIONS/ENCLOSURES: Owners must submit a Custom Request Form with detailed drawings describing the proposed alterations, additions or enclosures to the Committee for review including a detailed drawing showing the proposed location of the installation(s) including all dimensional details. Colors must be compatible with the exterior of the house and be harmonious with the color scheme of the sub-division. If Preliminary Approval is granted by the Committee, the request and drawings must be submitted to the City for approval. The Owner must obtain a building permit from the City, if required. After obtaining the City building permit, the Owner must submit approved plans and a copy of the building permit from the City to the Office for final approval. The Owner has one year from date of approval to begin the work or the approval is automatically withdrawn. Once the work has begun on patio alterations or enclosures, it must be completed within 90 days. Patio roof lines cannot protrude beyond KPCA and/or City of Surprise setbacks. **WORK CAN NOT START UNTIL THE OWNER HAS RECEIVED WRITTEN FINAL APPROVAL FROM THE COMMITTEE.**

5.17 CONCRETE WORK: Owners must submit a Custom Request Form along with a detailed drawing describing proposed concrete work which alters the exterior grounds on a lot. Concrete work involving interior lot sidewalks shall be 4" thick; 36" wide; be cross-scored every 4 to 6 feet in length, and have an expansion joint of composition material or pre-molded material placed at maximum length intervals of 20 feet. Composition material must be placed along the face of any residential wall or pre-existing concrete (e.g. patio and/or trash can slabs or existing driveway) that the sidewalk will abut. Concrete work involving the adding of sidewalks and driveway extensions must conform to the standard. Added concrete must not restrict the drainage of water from backyard or front yard areas of the lot. There are two options for driveway extensions: two (2) feet on each side or four (4) feet on one side or the other, but not both.

All other proposed concrete work such as pads for garbage container, storage sheds, additional walkways, above ground spas, etc. must be submitted to the Committee for review and final approval. Requests must include detailed description and dimensional information, a minimum of six inches must be left open between any concrete work and paver blocks on party, sidewalls or common walls for expansion and drainage. All concrete forms shall be inspected and approved by the CM/AGENT or CSC prior to pouring of concrete. **WORK CAN NOT START UNTIL THE OWNER HAS RECEIVED WRITTEN FINAL APPROVAL FROM THE COMMITTEE.**

5.18 SOLAR ENERGY DEVICES: Installation of all Solar Panels is regulated by and must conform to Arizona Statutes 33-1816, 33-439 and 44-1761. However, the Association may adopt reasonable rules regarding the

installation of a solar energy device.

APPLICATION PROCESS

A Custom Request Form must be submitted to the Committee for approval prior to any such installation including details of the proposed installation. The Committee cannot outright prohibit the installation or use of a solar energy device, but may regulate the placement of a solar energy device as long as the regulation does not:

1. Prevent the installation of the device.
2. Impair the functioning of the device.
3. Restrict its use.
4. Adversely affect the cost or efficiency of the device.

It is recommended that, whenever possible, the accessories and trim (conduits, wires, pipes etc.) of solar panels be painted to match the color of the roof or wall of the house provided this would not void any manufacturer's warranty.

5.19 AIR CONDITIONERS / HEAT PUMPS / COOLERS: Air conditioners, heat pumps and coolers may not be installed on either the house roof or the patio roof. Air conditioning equipment of any variety must be installed in a location that is not visible from adjacent property, common areas, or the street. Exceptions are limited to: (1) air conditioning units installed on rooftops by the original developer; and (2) air conditioning units installed on the ground by the original developer that are visible from the street, provided however, that installed shielding be maintained.

5.20 WINDOW FILM: Window film is approved with the following guidelines:

- Film must be professionally installed.
- Film must be well-maintained and kept in good condition with no peeling.
- Film must not be highly reflective.

A sample of the film must be included with application. The Committee must review and approve the installation prior to the film being installed. Window film will be approved on a case-by-case basis.

5.21 ROOF REPLACEMENT GUIDELINES Should a Owner elect to replace the entire roof with new tile or asphalt shingles, it will require prior approval by the Committee. In order to maintain the harmonious appearance of Kingswood Parke, Owners should attempt to match as close as possible the original color, appearance and architectural style when selecting new roofing. These guidelines also apply to aftermarket house additions. The request must be accompanied by a sample/picture of the new tile. The Committee shall have sole discretion whether new tile is harmonious to the surrounding areas of Kingswood Parke. In cases of an emergency, requests will be dealt with on a case by case basis for a prompt remedy. **CONSTRUCTION CAN NOT BEGIN UNTIL FINAL APPROVAL HAS BEEN GRANTED.**

APPLICATION FOR APPEAL

In the event of a Request Denial, the homeowner has a right to appeal the Architectural Committee's decision to The Kingswood Parke Community Association Board. Fill out the appeal request below and return it to the Association Office. You will be notified of The Appeal Hearing date. The Appeal must be filed at the Office within ten (10) working days of date notice was given.

Lot/Unit#: _____ Date: _____ Name: _____

ASSOCIATION OFFICE USE

Date Received: _____ Received By: _____

Appeal Hearing Date: _____ Date Applicant Notified of Hearing: _____

Architectural Committee Co-Chairperson Signature: _____ Date: _____

SERVICE BULLETIN

Homeowners that contract for services shall ensure that the contractor is provided with a copy of this Service Bulletin containing the following regulatory requirements:

- A. Littering is prohibited. Homeowner and contractors are responsible for the removal of all waste products, including, but not limited to, food and beverage containers.
- B. From the Architectural Standards & Procedures – Chapter 3 - 3.4:
 - a. Where the storage of materials; e.g. rock, sod or material (including dumpsters, moving & storage pods) are temporarily placed within or upon a Kingswood Parke Street (The perimeter of which MUST be clearly marked by Safety Cones). NOTICE for such temporary storage MUST be given to The Association Office 24 hours in advance. All surplus material and debris should be removed from the street and all areas left neat and clean within five (5) days. If a longer time is needed, an extension will be required.
- C. Homeowners and contractors shall ensure that all work conforms to the City of Surprise Building Codes, when applicable.
- D. All work is to be conducted in a safe manner to prevent personal injury or damage to equipment and property. The Contractor shall be liable for equipment or property damage resulting from the performance of his work or negligence.

STANDARD PRE-APPROVED ARCHITECTURAL/IMPROVEMENT REQUEST

Exhibit A

(Architectural Guidelines 4.0 – 4.19)

INSTRUCTIONS: NO WORK IS TO BE SCHEDULED OR STARTED UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED FROM THE COMMUNITY STANDARDS COORDINATOR OR COMMUNITY MANAGER/AGENT

Lot # _____ Owner _____ Phone # _____

Address _____ Email _____

Choose Request Items:

<input type="checkbox"/> Screen Security Doors & Courtyard Gates (4.1)	<input type="checkbox"/> Screen Replacements (4.11)
<input type="checkbox"/> Side Gate Slats/Screening (4.2)	<input type="checkbox"/> Window Replacements (4.12)
<input type="checkbox"/> Flood Lights/Security Lights (4.3)	<input type="checkbox"/> Painting Exterior of Residence (4.13)
<input type="checkbox"/> Garage Door Louvered Vents (4.4)	<input type="checkbox"/> Roof Repairs (4.14)
<input type="checkbox"/> Rain Gutters (4.5)	<input type="checkbox"/> Ground Cover (4.15)
<input type="checkbox"/> House Numbers (4.6)	<input type="checkbox"/> Signs (4.16) (Exhibits C and D)
<input type="checkbox"/> Exterior Decorative Lights (4.7)	<input type="checkbox"/> Satellite Dish / Antenna (4.17) (Exhibit G)
<input type="checkbox"/> Storage Sheds (4.8)	<input type="checkbox"/> Basketball Goals (4.18)
<input type="checkbox"/> Driveway/Walk/Patio/Courtyard Coatings (4.9)	<input type="checkbox"/> Play Structures (4.19)
<input type="checkbox"/> Plant Removal/Replacement (4.10)	<input type="checkbox"/> Other

Work to be Done (Describe details, attach plot plans, specifications, drawings, pictures, commercial data etc. per instructions in Architectural Standards): _____

Materials to be Used (Indicate type of Materials & provide samples where required): _____

Color to be Used (Indicate Color where required): _____

Plants to be Used (Indicate type of plants & include a placement diagram - See Approved Plant List – Exhibit E1-E3): _____

Contractor (Name / License # / Phone # - if applicable): _____

For additional comments & information attach separate sheet.

Indicate dates work is to be STARTED: _____ COMPLETED: _____

I/we agree to abide by the requirements stated in the Arch. Guidelines (4.0-4.19). I am aware that any deviation from these standards will constitute a violation and will make this approval null and void. Action can be taken by the Association per CC&R's Article XIII, Section 2. This Pre-Approved Standard Request must be completed within ninety (90) days unless the Architectural Committee grants an extension time.

Homeowner(s) Signature(s) _____ Date _____

Community Manager/Agent / Community Standards Coordinator _____ Date _____

Homeowner Notified: _____

CUSTOM ARCHITECTURAL CHANGE/IMPROVEMENT REQUEST
(Architectural Guidelines 5.1 – 5.21)

Exhibit B

INSTRUCTIONS: NO WORK IS TO BE SCHEDULED OR STARTED UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED FROM THE ARCHITECTURAL COMMITTEE. THIS FORM AND REQUIRED INFORMATION MUST BE SUBMITTED SEVEN (7) DAYS BEFORE THEIR SCHEDULED MEETING.

Lot # _____ Owner _____ Phone # _____

Address _____ Email _____

Choose Request Items:

<input type="checkbox"/> Flag Display Guidelines (5.2)	<input type="checkbox"/> Building Additions(Including Guest Houses 5.12)
<input type="checkbox"/> Major Landscaping Plan (5.3)	<input type="checkbox"/> Gazebo/Pergola (5.13)
<input type="checkbox"/> Trees, Shrubbery, Plants (5.4)	<input type="checkbox"/> Awnings/Retractable Awnings (5.14)
<input type="checkbox"/> Ground Cover (5.5)	<input type="checkbox"/> Roll Down Screening & Shades (5.15)
<input type="checkbox"/> Ornaments & Decorations (5.6)	<input type="checkbox"/> Patio Alterations/Additions/Enclosures (5.16)
<input type="checkbox"/> Patio Furniture (5.7)	<input type="checkbox"/> Concrete Work (5.17)
<input type="checkbox"/> Trellis/Arbors (5.8)	<input type="checkbox"/> Solar Energy Devices (5.18)
<input type="checkbox"/> Residential Walls/Fences (5.9)	<input type="checkbox"/> Air Conditioners/Heat Pumps/Coolers (5.19)
<input type="checkbox"/> Community Walls/Fences (5.10)	<input type="checkbox"/> Window Film (5.20)
<input type="checkbox"/> Side Gate Modifications (5.11)	<input type="checkbox"/> Roof Replacement Guidelines (5.21)
<input type="checkbox"/> Other	<input type="checkbox"/> Other

Work to be Done (Describe details, attach plot plans, specifications, drawings, pictures, commercial data etc. per instructions in Architectural Standards): _____

Materials to be Used (Indicate type of Materials & provide samples where required): _____

Color to be Used (Indicate Color where required): _____

Plants to be Used (Indicate type of plants & include a placement diagram - See Approved Plant List - Exhibit E): _____

Contractor (Name / License # / Phone # - if applicable): _____

For additional comments & information attach separate sheet.

Indicate dates work is to be STARTED: _____ COMPLETED: _____

Homeowner(s) Signature(s) _____ Date _____

COMMITTEE USE

Preliminary Approval (City permit required) _____ Final Approval _____ Denied _____

Committee Comments/Special Instructions: _____

Architectural Co-Chairperson Signature: _____ Date: _____

Homeowner Notified: _____

KINGSWOOD PARKE COMMUNITY SIGNAGE RECOMMENDED STANDARDS

Homeowner Instructions "FOR SALE" signs:

- 1 Kingswood Parke Community recommends one (1) "FOR SALE" sign to be displayed.
- 2 Instructions for displaying of "FOR SALE" signs are shown below.

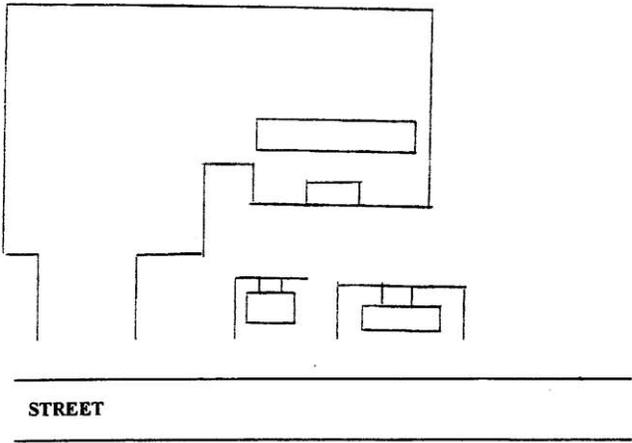
"OPEN HOUSE" signs:

- 1 Kingswood Parke Community recommends one (1) "OPEN HOUSE" sign to be displayed.
- 2 Instructions for the displaying of "OPEN HOUSE" signs are as shown in the Sign Standards Under 4.18, B "Real Estate Signs."

GENERAL INFORMATION:

- 1 Signs may not be displayed in medians or any other common area, except as outlined above.
- 2 "OPEN HOUSE" signs may be displayed only between the hours of 8:00 am and 6:00 pm.
- 3 Homeowners may furnish information regarding the sale of their unit to the Community Service Center. Print name, address and lot or unit number on the information.

RECOMMENDED SINGLE FAMILY



WINDOW DISPLAY

YARD DISPLAY

L or U Shaped Stake
2-15" from
Foundation
Height/maximum of 42"

LOCATION

At any position between
Foundation and sidewalk/road

Stake Material: Metal (3/8 - 1/2" or PVC(1/2" schedule 40)

KINGSWOOD PARKE COMMUNITY SIGNAGE RECOMMENDED STANDARDS

Residents Instructions for Real Estate Agents

"FOR SALE" signs:

1. Kingswood Parke Community recommends one (1) "FOR SALE" sign to be displayed.
2. Instructions for displaying of "FOR SALE" signs are shown below.

"OPEN HOUSE" signs:

1. Kingswood Parke Community recommends one (1) "OPEN HOUSE" sign to be displayed.
2. Instructions for the displaying of "OPEN HOUSE" signs are as shown

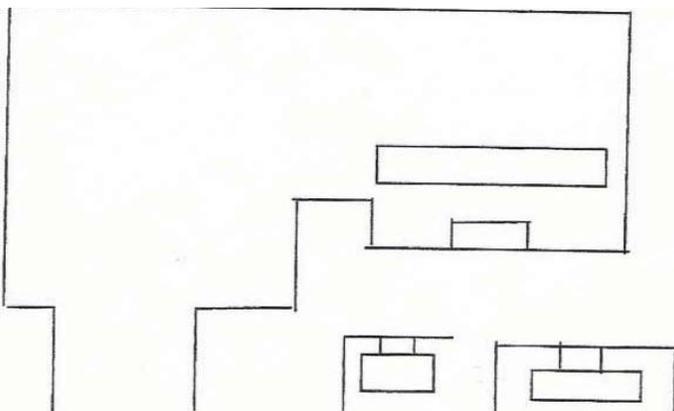
in the Sign Standards Under 4.18, B "Real Estate Signs."

GENERAL INFORMATION:

- 1 Any sign placed in an area other than the one designated, will be immediately removed.
- 2 "OPEN HOUSE" signs may be displayed only between the hours of 8:00 am and 6:00 pm.
- 3 Real Estate Agents are to furnish maps to their prospective buyer/renter. The map should be

marked noting the unit or units to be sold or rented. A Business card is to be attached to the upper left hand corner of the map or Agents name and logo should be shown in this area.

RECOMMENDED: SINGLE FAMILY



WINDOW DISPLAY

YARD DISPLAY

L or U Shaped Stake 2-15" from Foundation

Height/Maximum of 42"

LOCATION

At any position between Foundation and sidewalk/road

STREET

Stake Material: Metal (3/8 – 1/2") or PVC (1/2" schedule 40)

The following living plant materials are approved for use in Kingswood Parke:

CACTI AND SUCCULENTS

- | | |
|--------------------------------|---------------------------------------|
| Aloe Vera | Jumping Cholla |
| Arizona Barrel Cactus | Night Blooming Cereus |
| Banana Yucca | Octopus Agave |
| Barrel Cactus | Organ Pipe Cactus |
| Beavertail Prickly Pear Cactus | Partridge Breast Aloe |
| Blue Agave | Purple Prickly Pear Cactus |
| Blue Yucca | Red Hesperaloe |
| Buckhorn Cholla | Santa Cruz Stripped Agave |
| Cane Cholla | Santa Rita Prickly Pear Cactus |
| Compass Barrel Cactus | Schott's Century Plant Schott's Yucca |
| Desert Barrel Cactus | Silver Cholla |
| Devil's Cholla | Soap Leaf Yucca |
| Fish Hook Cactus | Teddy Bear Cholla |
| Giant Saguaro Cactus | Twin Flowered Agave |
| Joshua Tree | Variegated Century Plant |
| Jeweled Aloe | |

(Other plants of this type may be approved on a case by case basis.)

GROUND COVER

- | | |
|--------------------------|-----------------------------|
| Bouganvillea | Myaporum |
| Bush Morning Glory | Myaporuin Dwarf |
| Daisy - Angelita | Natal Plum - Boxwood Beauty |
| Deer Grass | Natal Plum - Green Carpet |
| Fox wood Beauty | Redolens Acadia |
| Ice Plant (Various) | Rosemary - Trailing |
| Lantana | Ruellia Katy |
| Little Johns | Star Jasmine |
| Morning Glory - Trailing | Verbena |

DESERT

Acacia - Blue Leaf
Wattle

Shoestring
Sweet
Twisted
Willow

Cascalote
Ironwood

Mesquite - Argentine
Chilean
Honey . .
Screwbean
Velvet or Native

Palo Verde - Blue
Hybrid
Sonoran or
Brea
Yellow/Little
Leaf

Sissoo Tree
Texas Ebony

FLOWERING TREES

Blue Jacaranda Tree
Bradford Pear Tree
Cherry Plum / Purple Leaf
Plum Cleveland Select Pear
Tree Crape Myrtle Tree
Oleander Tree - Small
Purple Orchid Tree
Texas Mountain Laurel Tree

FRUIT TREES

Apricot (several varieties)
Grapefruit Red/Sweet/White
Lemon
Lime
Orange Arizona Sweet/Navel
Peach
Plum
Tangelo
Tangerine

PALM TREE

Bismarck Palmetto California
Fan Palm
Date Palm
Foxtail Palm Mediterranean Fan
Palm Mexican Blue Palm Pineapple
Palm
Pindo Palm
Queen Palm
Ralphis Palm
Sago Palm
Windmill Palm

SHADE TREES

African Sumac. Arizona Ash
Australian Bottle Brazilian
Pepper Chinese Elm
Chinese Tallow Elderica
Pine Ficus Benjamina Ficus
Nitida
Live Oak
Raywood Ash

SHRUBS

- | | | |
|-----------------------|---------------------------|---------------------------|
| Agapanthus | Gardenia | Photinia (red) |
| Agave | Globe Mallow | Pineapple Guava |
| Asparagus Fern | Golden Barrel Cactus | Pittosporium Dwf. |
| Bottlebrush Bush | Green Cloud Sage | Pittosporium Std. |
| Bougainvillea | Heavenly Cloud Sage | Pittosporium Varieg. |
| Boxwood Beauty | Hibiscus (other) | Pyracantha |
| Bursage | Hopseed Green & Purple | Red Yucca |
| Bush Morning Glory | Honeysuckle | Rosemary Upright |
| Cactus (many var.) | Indian Hawthorn | Roses (many var.) |
| Camelia | Japanese Boxwood | Ruellia (many Var.) |
| Canna Ully(many col.) | Japanese Privet | Salvia (many var.) |
| Cape Honeysuckle | Jojoba | Society Garlic |
| Cassia (green) | Juniper Shrub (many var.) | Solanum (potota bush) |
| Cassia Crescent Leaf | Lantana (Bush var.) | Sweet Broom (seasonal) |
| Chuparosa | Lavender | Texas Sage |
| Cordia | Liriope | Thundercloud Sage |
| Creosote | Mexican Bird of Paradise | Torch Glow |
| Deer Grass | Mexican Bush Sage | Tropical Bird of Paradise |
| Desert Spoon | Mexican Honeysuckle | Twisted Myrtle |
| Dietes Iris | Morea Iris | Umbrella Grass |
| Dwarf Myrtle | Nandinia | Wax Leaf Privet |
| Elephants Food | Natal Plum | Xysloma |
| Emu Bush | Oleander Dwarf | Yellow Bells |
| Euryops Daisy | Oleander Standard | Yellow Tip Yucca |
| Fairy Duster-Red | Orange Jubilee | Yellow Bird of Paradise |
| Fairy Duster-Pink | Philodendron | Yucca Gloriosa |
| Fountain Grass | Phoenix Bird of Paradise | Yucca |

DECLARATION OF ASSUMPTION OF RESPONSIBILITY

Exhibit F

MODIFICATIONS TO COMMON WALLS

Date _____

JOINT HOMEOWNER INFORMATION:

Homeowner Making Change/Improvement:

Name: _____ Address: _____ Lot # _____

(Please print here and sign below)

Party (s) Affected by Change/Improvement:

Name: _____ Address: _____ Lot # _____

(Please print here and sign below)

Description of Change/Improvement:

Common Walls: Common walls are walls constructed on the boundary line between two Lots. The rights and duties of Owners of Lots with respect to common walls are as follows:

Both Homeowners must agree to the change/improvement and sign this document.

The Homeowner making the change/improvement must assume full responsibility for any damage or future damage to adjacent property and/or common walls resulting from his work or that of his contractor. He must also accept full responsibility for future maintenance of this modification.

It is further agreed and understood that Kingswood Parke Community Association assumes no responsibility for modifications made by owners.

A copy of this Declaration of Assumption of Responsibility will be placed in both files and will become a permanent part of records for these residences.

Signatures of both property owners:

Owner Making Change _____ Date Signed _____

Owner Adjoining Property _____ Date Signed _____

NOTICE OF INTENT TO INSTALL TELEVISION ANTENNA/SATELLITE DISHES

In 1996, The Federal Communication Commission passed the Over-The-Air Reception Device Rule (OTARD). OTARD prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming.

The "Rule" applies only to video antennas including satellite dishes that are less than one meter (39.37 inches) in diameter, wireless cable antennas that are less than one meter in diameter and television antennas designed to receive local television broadcast signals.

Owners may place antennas/satellite dishes that comply with OTARD only within an area that is in their exclusive use or control. At no time will the Association allow installation to occur on Association Common area. Community Associations are allowed to adopt reasonable regulations that do not impair the installation, maintenance or use of an installed antenna.

INSTRUCTIONS: A completed INTENT TO INSTALL FORM and attachment indicating where the intended placement of Device will be must be returned to the Community Manager/Agent.

Lot # _____ Date _____ Tele # _____ Appointment Date _____

Name _____ Address _____

Contractor _____ Type of Antenna _____ Over-the-Air _____ Wireless Cable _____

Installation: Whenever possible every effort should be made to ensure that the dish/antenna is not visible from the street with consideration being given to neighboring property and open space. **If the installer determines an adequate signal cannot be obtained and the request followed, he is required to sign and give the reasons below.**

If the installer determines that the only place you can receive a proper signal is on the Party Wall between neighbors, you and the neighbor must sign and submit a DECLARATION OF ASSUMPTION OF RESPONSIBILITY Form (Exhibit G, Kingswood Parke Standards and Procedures).

If visible from the street, open space or neighboring properties, all wiring, cables and masts must be painted the same color as the area to which they are attached unless by doing so it will damage the antenna/satellite dish, void the warranty, impose unreasonable cost or impair the quality of the signal.

INSTALLER ACKNOWLEDGEMENT: On (Date) _____ I, _____ as a representative of (company name) _____, have been informed of the Kingswood Parke satellite dish/antenna installation requirements. Understanding same, I certify that the installation was placed in the only location capable of receiving an adequate signal without imposing undue cost or delay to the customer.

INSTALLER'S SIGNATURE _____

HOMEOWNER'S COMPLIANCE: I agree to comply with all suggested requirements regarding antenna installation. I agree to assume liability for expenses incurred due to any and all damages to Association or other Owners' property, and/or corrective action required to resolve a non-compliance issue.

Homeowner's Signature _____ Date _____

Preliminary Acknowledgement _____ Form Returned After Installation for: Final Acknowledgement and Signature _____

Community Manager/Agent's Signature _____ Date _____

AMENDED AND RESTATED BYLAWS
OF
KINGSWOOD PARKE COMMUNITY ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is the KINGSWOOD PARKE COMMUNITY ASSOCIATION hereinafter referred to as the "Association". The location of the principal office of the Association shall be as provided in the Articles of Incorporation or as thereafter amended in accordance with Arizona law. Meetings of Members and Directors may be held at such places within the State of Arizona, County of Maricopa, as may be designated by the Board of Directors.

ARTICLE II
DEFINED TERMS

The words and terms used herein shall be deemed to have the same meanings as are given those words and terms in that certain CERTIFICATE OF AMENDMENT AND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINGSWOOD PARKE recorded on January 30, 1998 as Recording Number 98-0071694 in the office of the County Recorder of Maricopa County, Arizona (the "Declaration"), as the same may be from time to time amended.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. An Annual Meeting of the Members of the Association shall be held at least once every fourteen (14) months at such time and place within the state of Arizona as is determined by the Board.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by a Majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering a copy of such notice not less than ten (10) days or more than fifty (50) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. By attending a meeting, a member waives any right he or she may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the Arizona statutes. Notwithstanding the foregoing, meetings called for the purpose of increasing the Maximum

Annual Assessment or levying a Special Assessment must be noticed as required in the Declaration.

Section 4. Quorum. The presence at the meeting of Members, in person or by absentee ballot, entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 5. Method of Voting. At all meetings of the Members a vote may be cast in person or by absentee ballot and the Board may allow for voting by some other form of delivery. Votes may be cast by any electronic method permitted by Arizona law.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The Board shall manage and govern the affairs of the Association. The Board shall consist of an odd number between three (3) and eleven (11) Directors as determined from time to time by resolution of the Board of Directors or by approval of a majority of the Members voting on the matter at a meeting of the Members. All Directors must be Members of the Association. Directors shall be elected by the Members at the Annual membership meetings.

Section 2. Nomination. Nominations for election to the Board may be made by Members, by the Board of Directors and if appointed by the Board, by a nominating committee. Nominations shall be made in accordance with a procedure established by the Board of Directors.

Section 3. Term of Office. It is the intent of the Association to have Directors serve two (2) year, staggered terms. At each annual meeting, the Members shall elect the number of directors as is appropriate to replace those directors whose terms have expired and to maintain staggered terms for the Directors for a term of two (2) years each. Notwithstanding the foregoing, the Board may cause some Directors to be elected for less than two (2) years to maintain staggered terms.

Section 4. Resignation, Removal and Vacancies. A Director may resign at any time by giving written notice of such resignation to the Board, the President, or management agent. Such resignation shall take effect at the time of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed with or without cause at a special Members' meeting called for such purpose, by a vote of the Members of the Association, in accordance with Arizona law regarding the removal of Directors. In the event a Director is absent from three (3) consecutive regular meetings of the Board of Directors, the Board may declare the office of such Director to be vacant. In the event of the death, resignation or removal of a Director, the successor shall be selected by the remaining members of the Board and such successor shall serve for the unexpired term of the predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he or she may render to the Association in such capacity. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a Director. No person may receive salary, compensation or wages for any services they may render to the Association for one year after ceasing to be a Director.

ARTICLE V
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, e-mail, telephone, or other legally-recognized electronic means at least forty-eight (48) hours prior to the day named for the meeting. Notice of regular meetings of the Board shall be given to Members at least forty-eight (48) hours in advance of the meeting by newsletter, conspicuous posting, or any other reasonable means as determined by the Board of Directors. The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of any action taken at that meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called to discuss business that cannot be delayed until the next regular Board meeting and the minutes of such special meeting must state the reason necessitating the special meeting. Special meetings of the Board of Directors shall be held when called by the President or by any two Directors, after not less than forty-eight (48) hours notice to each Director, given personally or by mail, e-mail, telephone, or other legally-recognized electronic means, unless emergency circumstances necessitate a meeting before forty-eight (48) hours notice can be given. Such notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of special meetings of the Board shall be given to Members at least forty-eight (48) hours in advance of the meeting by newsletter, conspicuous posting, or any other reasonable means as determined by the Board of Directors, unless emergency circumstances necessitate a meeting before forty-eight (48) hours notice can be given.

Section 3. Waiver of Notice. Before, at or after any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Means of Participation. Meetings of the Board of Directors may be held by means of telephone conference or other similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation at such meeting shall constitute presence in person at the meeting. Furthermore, for any Board meetings

open to the Members, the means of communication must also allow Members to hear all parties who are speaking during the meeting.

Section 6. Agenda. An agenda will be available to all Members attending a Board meeting.

Section 7. Action Taken Without a Meeting. Unless otherwise expressly restricted by statute, the Declaration, the Articles, or these Bylaws, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 8. Open Meetings and Executive Sessions. Unless the Board or a committee is permitted by Arizona law to hold a closed meeting or a closed executive session for portions of a meeting, all meetings of the Board of Directors and all regularly scheduled meetings of committees of the Association shall be open to the Members. At any open meeting of the Board of Directors, Members will be entitled to speak before the Board takes formal action on an item under discussion in addition to any other opportunities to speak. The Board of Directors may meet in closed session to discuss the following:

- (a) Legal advice from an attorney for the Board or the Association;
- (b) Pending or contemplated litigation;
- (c) Personal, health, or financial information about an individual Member of the Association, an individual employee of the Association, or an individual employee of a contractor for the Association;
- (d) Matters relating to job performance of, compensation of, health records of, or specific complaints against an individual employee of the Association, or an individual employee of a contractor of the Association who works under the direction of the Association;
- (e) An Owner's appeal of any violation cited or penalty imposed by the Association except on request of the affected Owner that the meeting be held in an open session; and
- (f) Any other matters for which the law allows the Board to meet in executive session.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing all aspects of the Association's rights, activities and duties, including, but not limited to, the use of the Common

Areas, the personal conduct of the Members and their guests, and any other matters contemplated by the Declaration or Articles and to establish penalties for the infraction thereof;

(b) suspend a Member's voting rights and right to use the recreational facilities located on the Common Areas during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended (i) for a period not to exceed sixty (60) days for infraction of the Declaration, a Tract Declaration or the Kingswood Parke Rules and Architectural Guidelines and (ii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration;

(d) employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe the duties of such person;

(e) provide for the indemnification of its Officers, Committee Members and Directors; and

(f) impose charges for the late payment of assessments and, after notice and an opportunity to be heard, impose reasonable monetary penalties upon Owners for violations of the Declaration, Articles, Bylaws, Architectural Guidelines or Kingswood Parke Rules.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs;

(b) elect and remove the officers of the ASSOCIATION as hereinafter provided and to supervise all officers, agents and employees of this ASSOCIATION, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) prepare and adopt the annual budget, to fix the amount of the Annual Assessment and other Assessments chargeable against each Lot or Parcel, and to levy and collect Assessments as provided in the Declaration; and

(2) take such action, as and when the Board deems such action appropriate but after notice as provided in the Declaration, to foreclose the Assessment Lien against any property for which Assessments are not paid and/or to bring an action at law against the Member personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any a lienholder, escrow agent, Owner or person designated by an Owner, a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot

have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate will be provided within the time period required by law. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid;

(e) procure and maintain adequate (not less than ONE MILLION DOLLARS (\$1,000,000.00)) liability and hazard insurance on property owned by the Association and to procure and maintain officers and directors liability insurance and any other insurance deemed appropriate;

(f) cause all officers or employees having fiscal responsibilities to be bonded or insured, as it may deem appropriate;

(g) cause the maintenance responsibilities of the Association set forth in the Declaration to be performed;

(h) enforce, as and when the Board deems such action appropriate, the provisions of the Declaration, Articles, Bylaws, Architectural Guidelines, and Kingswood Parke Rules by all legal and equitable means permitted by law; and

(i) keep books with detailed accounts of all receipts and expenditures.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. To the extent practicable, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor shall have been elected and qualified, unless he shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time to determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of

such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. Except as otherwise provided by resolution of the Board and except to the extent such duties are delegated to a manager, the duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all notes, leases, mortgage, deeds and other written instruments on behalf of the Association, and shall have general and active management of the business of the Association.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his or her absence or inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association (if any) and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; shall keep proper books of account; shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and, in general, perform all the duties incident to the office of treasurer.

Section 9. Compensation. Officers who are not Directors may receive compensation as determined by the Board.

ARTICLE VIII COMMITTEES

The Board shall appoint an Architectural Committee that shall be composed of at least three members, as provided in the Declaration and in accordance with Arizona law. The Board

of Directors may appoint various other committees as deemed appropriate in carrying out the purposes of the Association. All committees shall be responsible for carrying out the duties and responsibilities which have been established by the Board and no committee may take action which exceeds its responsibilities. Each committee shall operate in accordance with any terms, limitations, or rules adopted by the Board of Directors. Notice for Committee meetings will be given in the same manner as notice for Board meetings. The Board will appoint a Chairperson who will be responsible for reporting all Committee activities to the Board on a monthly basis prior to the regular meeting of the Board.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association, including, but not limited to the Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees, shall be made available for inspection by any Member or any person designated by the member in writing as the Member's representative during reasonable business hours within ten (10) business days of such request. Each Member may also purchase copies of the Association records within ten (10) business days of such request for a reasonable price, not to exceed any limit imposed by law. Notwithstanding the foregoing, the following are not subject to inspection by any party other than the Board of Directors, its management agent, if any, and its attorneys and accountants, as necessary and appropriate:

- (a) Privileged communication between an attorney for the Association and the Association, including, but not limited to, legal advice from an attorney for the Board or the Association;
- (b) Pending litigation;
- (c) Meeting minutes or other records of a closed executive session of the Board held in accordance with Arizona law;
- (d) Personal, health or financial information about an individual Member of the Association, an individual employee of the Association, or an individual employee of a contractor for the Association;
- (e) Records relating to job performance of, compensation of, health records of, or specific complaints against an individual employee of the Association or an individual employee of a contractor of the Association who works under the direction of the Association;
- (f) Financial and other records of the Association if disclosure would violate any state or federal law; and
- (g) Any other records which may be withheld pursuant to the law.

Notwithstanding the foregoing, every Director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned

or controlled by the Association. The right of inspection by a Director includes the right to make extracts and reasonable copies of documents at the expense of the Association.

ARTICLE X
AMENDMENTS

These Bylaws may be amended from time to time in a manner not inconsistent with the Declaration or Articles by a majority vote of the Board or by the Members through a vote of two-thirds (2/3) of the votes cast or a majority of the total votes in the Association, whichever is less.

ARTICLE XI
INTERPRETATION

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARRTICLE XII
FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year.

CERTIFICATION

I, the undersigned, do hereby certify that the above amendments were adopted by the Board of Directors.

DATED this 24 day of 11, 2014.

KINGSWOOD PARKE COMMUNITY ASSOCIATION,
an Arizona non-profit corporation,

By: Richard W Mc Lamb

Its: PRESIDENT

KINGSWOOD PARKE COMMUNITY ASSOCIATION

CERTIFICATE OF AMENDMENT TO THE

BYLAWS OF KINGSWOOD PARKE COMMUNITY ASSOCIATION

The Kingswood Parke Community Association ("Association") hereby amends the Bylaws of Kingswood Parke Community Association, along with any amendments that may exist thereto ("Bylaws"), as set forth below.

Article III, Section 4 is amended in its entirety to read as follows:

Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not met at a meeting, another meeting of the Members may be called, with notice, not more than sixty (60) days after the original meeting, and the quorum requirement reduced to one-twentieth (1/20) of the votes of the membership.

The President of the Association hereby certifies that these Amendments were approved by the required percentage of Members and adopted in accordance with the Bylaws.

DATED this 24 day of 11, 2014.

**Kingswood Parke Community Association,
an Arizona non-profit corporation**

Signature: Richard W. McComb

Printed Name: Richard W. McComb

When recorded, return to:

**Ekmark & Ekmark, LLC
6720 N. Scottsdale Rd, Suite 261
Scottsdale, Arizona 85253**

**06865-48-1-1--
Yorkm**

CERTIFICATE OF AMENDMENT

AND

SECOND AMENDED AND RESTATED MASTER DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR KINGSWOOD PARKE

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS.....	1
SECTION 1.	“ANNUAL ASSESSMENT”	1
SECTION 2.	“ARCHITECTURAL COMMITTEE”	1
SECTION 3.	“ARCHITECTURAL GUIDELINES”	2
SECTION 4.	“ARTICLES”	2
SECTION 5.	“ASSESSABLE PROPERTY”	2
SECTION 6.	“ASSESSMENT”	2
SECTION 7.	“ASSESSMENT LIEN”	2
SECTION 8.	“ASSESSMENT PERIOD”	2
SECTION 9.	“ASSOCIATION”	2
SECTION 10.	“ASSOCIATION LAND”	2
SECTION 11.	“BOARD”	2
SECTION 12.	“BYLAWS”	2
SECTION 13.	“COMMON AREA AND COMMON AREAS”	2
SECTION 14.	“COMMUNITY DOCUMENTS”	3
SECTION 15.	“DECLARATION”	3
SECTION 16.	“DESIGNEE”	3
SECTION 17.	“DWELLING UNIT”	3
SECTION 18.	“EXEMPT PROPERTY”	3
SECTION 19.	“KINGSWOOD PARKE”	3
SECTION 20.	“KINGSWOOD PARKE RULES”	3
SECTION 21.	“LAND USE CLASSIFICATION”	4
SECTION 22.	“LAKE”, “LAKES” OR “LAKE AREAS”	4
SECTION 23.	“LOT”	4
SECTION 24.	“MAINTENANCE CHARGES”	4
SECTION 25.	“MASTER DEVELOPMENT PLAN”	4
SECTION 26.	“MEMBER”	4
SECTION 27.	“MEMBERSHIP”	4
SECTION 28.	“OWNER”	4
SECTION 29.	“PARCEL”	4
SECTION 30.	“PARTY WALLS”	4
SECTION 31.	“PLAT” OR “PLATS”	4
SECTION 32.	“RESIDENT”	5
SECTION 33.	“SINGLE FAMILY”	5
SECTION 34.	“SPECIAL ASSESSMENT”	5
SECTION 35.	“SPECIAL USE FEES”	5
SECTION 36.	“TRACT DECLARATION”	5
SECTION 37.	“VISIBLE FROM NEIGHBORING PROPERTY”	5
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION.....	6
SECTION 1.	GENERAL DECLARATION CREATING KINGSWOOD PARKE.....	6
ARTICLE III	EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS	6
SECTION 1.	EASEMENTS OF ENJOYMENT.....	6

SECTION 2.	DELEGATION OF USE	7
SECTION 3.	RIGHTS OF INGRESS AND EGRESS	7
SECTION 4.	UTILITY EASEMENTS	8
SECTION 5.	EASEMENTS FOR ENCROACHMENTS.	8
SECTION 6.	RIGHT OF ENTRY.	8
SECTION 7.	PROCEDURE FOR CHANGE OF USE OF ASSOCIATION LAND.	9
SECTION 8.	PROCEDURE FOR ALTERATION OF COMMON AREA; CONTRACTS CONCERNING THE COMMON AREA.....	9
ARTICLE IV LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS		10
SECTION 1.	LAND USE CLASSIFICATIONS.	10
SECTION 2.	COVENANTS APPLICABLE TO LAKE AREAS WITHIN THE ASSOCIATION USE LAND CLASSIFICATION.....	10
SECTION 3.	COVENANTS APPLICABLE TO LOTS, PARCELS AND OTHER AREAS WITHIN ALL LAND USE CLASSIFICATIONS.	10
(a)	<i>Architectural Control</i>	11
(b)	<i>Animals</i>	11
(c)	<i>Temporary Occupancy and Temporary Buildings</i>	11
(d)	<i>Maintenance of Landscaping and Driveways</i>	12
(e)	<i>Nuisances; Construction Activities</i>	12
(f)	<i>Diseases and Insects</i>	13
(g)	<i>Repair of Building</i>	13
(h)	<i>Antennas</i>	13
(i)	<i>Mineral Exploration</i>	13
(j)	<i>Refuse Containers and Collection</i>	14
(k)	<i>Clothes Drying Facilities</i>	14
(l)	<i>Machinery and Equipment</i>	14
(m)	<i>Signs</i>	14
(n)	<i>Restriction on Combination, Further Subdivision, Property Restrictions and Rezoning</i>	14
(o)	<i>Solar Panels</i>	15
(p)	<i>Party Walls</i>	15
(q)	<i>Utility Service</i>	16
(r)	<i>Overhead Encroachments</i>	16
(s)	<i>Trucks, Trailers, Campers, Boats and Commercial Vehicles</i>	16
(t)	<i>Passenger Vehicles</i>	17
(u)	<i>Motor Vehicle Repairs; Inoperable Vehicles</i>	17
(v)	<i>Roofs</i>	17
(w)	<i>Window Treatments</i>	17
(x)	<i>Drainage</i>	17
(y)	<i>Garage Openings</i>	18
(z)	<i>Health, Safety and Welfare</i>	18
(aa)	<i>Incidental Uses</i>	18
(bb)	<i>Leases</i>	18
SECTION 4.	COVENANTS APPLICABLE TO LOTS WITHIN A SINGLE FAMILY RESIDENTIAL LAND USE CLASSIFICATION.....	18
(a)	<i>Single Family Residential Use</i>	18
(b)	<i>Tenants and Lease Term</i>	19
SECTION 5.	VARIANCES.....	19

ARTICLE V ORGANIZATION OF ASSOCIATION	19
SECTION 1. ASSOCIATION.....	19
SECTION 2. BOARD OF DIRECTORS AND OFFICERS.....	20
SECTION 3. THE KINGSWOOD PARKE RULES.....	20
SECTION 4. OPERATION OF WELL-SITES.....	20
SECTION 5. CONFLICT OF INTEREST TRANSACTIONS.....	20
SECTION 6. LIMITATION OF DIRECTOR LIABILITY.....	20
SECTION 7. INDEMNIFICATION.....	20
ARTICLE VI MEMBERSHIPS AND VOTING.....	21
SECTION 1. OWNERS OF LOTS AND PARCELS.....	21
SECTION 2. VOTING RIGHTS.....	21
SECTION 3. MEMBERSHIP RIGHTS.....	22
SECTION 4. TRANSFER OF MEMBERSHIP.....	22
ARTICLE VII COVENANT FOR ASSESSMENTS AND CREATION OF LIEN.....	22
SECTION 1. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS AND MAINTENANCE CHARGES.....	22
SECTION 2. ANNUAL ASSESSMENTS.....	22
SECTION 3. UNIFORM RATES OF ASSESSMENT.....	23
SECTION 4. MAXIMUM ANNUAL ASSESSMENT.....	23
SECTION 5. SPECIAL ASSESSMENTS.....	23
SECTION 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.....	23
SECTION 7. ANNUAL ASSESSMENT PERIOD.....	24
SECTION 8. RULES REGARDING BILLING AND COLLECTION PROCEDURES.....	24
SECTION 9. COLLECTION COSTS AND INTEREST ON DELINQUENT ASSESSMENTS.....	24
SECTION 10. EVIDENCE OF PAYMENT OF ASSESSMENTS AND MAINTENANCE CHARGES.....	25
SECTION 11. PROPERTY EXEMPTED FROM THE ANNUAL AND SPECIAL ASSESSMENTS.....	25
ARTICLE VIII ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND MAINTENANCE CHARGES AND OF ASSESSMENT LIEN.....	25
SECTION 1. ASSOCIATION'S REMEDIES TO ENFORCE PAYMENT OF ASSESSMENTS AND MAINTENANCE CHARGES.....	25
SECTION 2. SUBORDINATION OF ASSESSMENT LIEN.....	26
ARTICLE IX ASSOCIATION FUNDS.....	26
SECTION 1. PURPOSES FOR WHICH ASSOCIATION'S FUNDS MAY BE USED.....	26
SECTION 2. BORROWING POWER.....	27
SECTION 3. ASSOCIATION'S RIGHTS IN SPENDING FUNDS FROM YEAR TO YEAR.....	27
SECTION 4. RESERVE FUND.....	27
ARTICLE X INSURANCE.....	27
SECTION 1. AUTHORITY TO PURCHASE.....	27
(a) Liability Insurance.....	27
(b) Casualty Insurance for Common Area.....	27
(c) Other Insurance.....	28
(d) Premiums and Deductibles.....	28
(e) No Liability.....	28
SECTION 2. INDIVIDUAL RESPONSIBILITY.....	28

SECTION 3.	INSURANCE CLAIMS.....	28
ARTICLE XI	MAINTENANCE.....	29
SECTION 1.	COMMON AREAS AND PUBLIC RIGHTS-OF-WAY.....	29
(a)	<i>Areas of Association Responsibility.</i>	29
(b)	<i>Standard of Care.</i>	29
(c)	<i>Delegation of Responsibilities.</i>	29
(d)	<i>Perimeter Wall Maintenance.</i>	30
SECTION 2.	ASSESSMENT OF CERTAIN MAINTENANCE COSTS.....	30
SECTION 3.	IMPROPER MAINTENANCE AND USE OF LOTS AND PARCELS.....	30
SECTION 4.	EASEMENT FOR MAINTENANCE RESPONSIBILITIES.....	30
ARTICLE XII	ARCHITECTURAL COMMITTEE.....	31
SECTION 1.	ESTABLISHMENT.....	31
SECTION 2.	MEETINGS.....	31
SECTION 3.	GUIDELINES.....	31
SECTION 4.	DISCRETION OF COMMITTEE; LIABILITY.....	31
SECTION 5.	RESPONSE WITHIN FORTY-FIVE (45) DAYS.....	32
SECTION 6.	EVIDENCE OF COMMITTEE'S APPROVAL.....	32
SECTION 7.	APPEAL.....	32
SECTION 8.	FEE.....	32
ARTICLE XIII	MISCELLANEOUS.....	33
SECTION 1.	ENFORCEMENT; COST OF ENFORCEMENT.....	33
SECTION 2.	NOTICE OF VIOLATION.....	33
SECTION 3.	WAIVER OR ABANDONMENT.....	34
SECTION 4.	TERM; METHOD OF TERMINATION.....	34
SECTION 5.	AMENDMENTS.....	34
SECTION 6.	INTERPRETATION OF THE COVENANTS.....	34
SECTION 7.	SEVERABILITY.....	35
SECTION 8.	CHANGE OF CIRCUMSTANCES.....	35
SECTION 9.	REFERENCES TO THE COVENANTS IN DEEDS.....	35
SECTION 10.	GUESTS AND TENANTS.....	35
SECTION 11.	JOINT AND SEVERAL LIABILITY.....	35
SECTION 12.	CONFLICTS.....	35
SECTION 13.	GENDER AND NUMBER.....	35
SECTION 14.	CAPTIONS AND TITLES.....	35
SECTION 15.	NOTICES.....	35
SECTION 16.	EMINENT DOMAIN.....	36
SECTION 17.	ATTORNEYS' FEES IN ADMINISTRATIVE PROCEEDINGS.....	36
EXHIBIT "A"	LEGAL DESCRIPTION FOR KINGSWOOD PARKE.....	39

**CERTIFICATE OF AMENDMENT
AND
SECOND AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KINGSWOOD PARKE**

This Certificate of Amendment and Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Kingswood Parke (hereinafter termed the "Declaration") is made by the Kingswood Parke Community Association ("Association") as of the date set forth below.

WITNESSETH:

Whereas, Shea Homes Limited Partnership, a California limited partnership ("Declarant") recorded the Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Kingswood Parke on January 30, 1998 at Recording No. 1998-0071694, official records of the Maricopa County, Arizona Recorder and the Certificate of Amendment to Master Declaration of Covenants and Restrictions for Kingswood Parke on February 8, 1998 at Recording No. 1998-0094581, official records of the Maricopa County (the "Previous Declaration").

WHEREAS, the Previous Declaration governs the real property in Maricopa County, Arizona set forth on the attached Exhibit "A" (the "Property"):

WHEREAS, the Association has been formed as a non-profit corporation to carry out the rights, powers and duties as set forth in this Declaration and Arizona law;

WHEREAS, the Association, by and through its Members desires to amend and restate the Previous Declaration;

NOW THEREFORE, the Association hereby declares that the Property shall be held, sold, leased and conveyed subject to the following easements, restrictions, covenants, and conditions in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon and shall inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

Section 1. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot, Parcel and Owner pursuant to Article VII, Section 2, hereof.

Section 2. "Architectural Committee" shall mean the Architectural Committee of the Association to be created pursuant to Article XII.

Section 3. “Architectural Guidelines” shall mean the design guidelines and standards and the review and approval procedures established by the Board of Directors for the appearance and development of property in Kingswood Parke.

Section 4. “Articles” shall mean the Articles of Incorporation of the Association as amended from time to time.

Section 5. “Assessable Property” shall mean any Lot or Parcel in Kingswood Parke covered by a recorded Tract Declaration, except such part or parts thereof as may from time to time constitute Exempt Property.

Section 6. “Assessment” shall mean an Annual Assessment, a Special Assessment, and/or an Individual Assessment.

Section 7. “Assessment Lien” shall mean the lien created and imposed by Article VII.

Section 8. “Assessment Period” shall mean the term set forth in Article VII, Section 7.

Section 9. “Association” shall mean Kingswood Parke Community Association, an Arizona nonprofit corporation, organized to exercise the rights, powers and duties set forth in this Declaration, and its successors and assigns.

Section 10. “Association Land” shall mean such part or parts of Kingswood Parke, together with the buildings, structures and improvements thereon, and other real property which the Association now or hereafter owns in fee or in which the Association now or hereafter has a leasehold or easement interest, for as long as the Association is the Owner of the fee, leasehold or easement interest.

Section 11. “Board” shall mean the Board of Directors of the Association.

Section 12. “Bylaws” shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

Section 13. “Common Area and Common Areas” shall mean (1) all Association Land; (2) all land within Kingswood Parke which the Declarant, by this Declaration or other recorded instrument, makes available for use exclusively by Members of the Association; (3) all land or right-of-way easements within Kingswood Parke which are dedicated to the public or to the Town of Surprise, but which the Town of Surprise or other governmental agency requires the Association to maintain; (4) areas on a Lot or Parcel within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of walls, landscaping, sidewalks, and utility access, which easements may be granted or created on a Plat, Tract Declaration, or other document approved by the Association; and (5) any other areas with

respect to which the Association has assumed in writing administrative or maintenance responsibilities, whether or not such areas are located on a Lot or Parcel.

Section 14. “Community Documents” shall mean this Declaration, the Bylaws, Articles, Rules, Architectural Guidelines and any other documents governing the Association.

Section 15. “Declaration” shall mean this Certificate of Amendment and Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Kingswood Parke, as amended or supplemented from time to time.

Section 16. “Designee” shall mean a person designated by a Member to exercise certain rights to the Common Areas pursuant to Section 2 of Article III.

Section 17. “Dwelling Unit” shall mean any building or portion of a building situated upon a Lot or Parcel designed and intended for use and occupancy as a residence by a Single Family.

Section 18. “Exempt Property” shall mean the following parts of Kingswood Parke:

- (1) All land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, Maricopa County, the Town of Surprise, or any political subdivision thereof, for as long as any such governmental entity or political subdivision is the owner thereof or for so long as said dedication remains effective; provided, however that any such land shall be Exempt Property only while it is being used by the governmental entity owner for governmental purposes.
- (2) All Association Land, for as long as the Association is the owner thereof.

Notwithstanding the foregoing, a Parcel with a Land Use Classification of General Public or Quasi-Public Use shall not be Exempt Property unless such status as Exempt Property is indicated in the applicable Tract Declaration. All exempt property shall be exempt from Assessments and membership in the Association and its associated privileges and responsibilities, but shall nevertheless be subject to all other provisions of this Declaration, including but not limited to, the use restrictions and architectural controls. The Board may restrict or prohibit the use of the Common Areas (except any private rights-of-way owned by the Association) by the Owners of Exempt Property.

Section 19. “Kingswood Parke” shall mean the real property described on Exhibit A of this Declaration and the development thereon, together with any other property hereafter annexed under this Declaration (except any property hereafter abandoned or excluded pursuant to the terms of this Declaration).

Section 20. “Kingswood Parke Rules” shall mean the rules for Kingswood Parke adopted by the Board pursuant to Article V, Section 3.

Section 21. **“Land Use Classification”** shall mean the classification established by a Tract Declaration in accordance with Article IV, Section 1, which classification designates the type of improvements which may be constructed on a Lot, Parcel or Association Land and the purposes for which such improvements and surrounding land may be utilized.

Section 22. **“Lake”, “Lakes” or “Lake Areas”** shall mean the lakes, lagoons and other water features constructed by the Declarant in accordance with the Master Development Plan for Kingswood Parke.

Section 23. **“Lot”** shall mean any area of real property within Kingswood Parke designated as a Lot on a Plat, except as otherwise provided in Article I, Section 29 below.

Section 24. **“Maintenance Charges”** shall mean any and all costs assessed pursuant to Article X, Sections 2 and 3.

Section 25. **“Master Development Plan”** shall mean the Kingswood Parke Planned Area Development (Ordinance 94-17) approved by the City of Surprise, as the same may from time to time be amended.

Section 26. **“Member”** shall mean any person holding a Membership in the Association pursuant to this Declaration.

Section 27. **“Membership”** shall mean a Membership in the Association and the rights granted herein to the Owners with respect to the Association.

Section 28. **“Owner”** (when so capitalized) shall mean the record holder of legal, beneficial or equitable title to the fee simple interest of any Lot or Parcel including, without limitation, one who is buying a Lot or Parcel under a recorded contract, but excluding others who hold such title merely as security. Owner shall not include a lessee or tenant of a Lot or Parcel. In the case of a deed placing ownership of the Lot in a revocable trust, the Owner shall be deemed to be the trustor and in the case of a deed placing ownership of the Lot in an irrevocable trust, the Owner shall be deemed to be the trustee. An Owner shall include any person who holds record title to a Lot or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or Parcel.

Section 29. **“Parcel”** shall mean an area of real property limited by a Tract Declaration to one of the following Land Use Classifications: Utility or Well-Site Use; General Public or Quasi-Public Use; or Church or Community Service Use. A Parcel shall not include a Lot (except as otherwise expressly provided in this Section 29) or any Association Land.

Section 30. **“Party Walls”** shall mean a wall or fence constructed on or immediately adjacent to the common boundary of Lots, Parcels, Common Areas or other property in Kingswood Parke.

Section 31. **“Plat” or “Plats”** mean the Kingswood Parke Parcel 16, recorded in Book 319 of Maps, Page 24, official records of Maricopa County, Arizona Recorder; the Kingswood

Parke Parcel 6, recorded in Book 383 of Maps, Page 32, official records of Maricopa County, Arizona Recorder; the Final Plat of Kingswood Parke Phase One - Parcel 17, recorded in Book 398 of Maps, Page 44, official records of Maricopa County, Arizona Recorder; the Final Plat of Kingswood Parke Phase One - Parcels 18 & 19 recorded in Book 398 of Maps, Page 45, official records of Maricopa County, Arizona Recorder; the Final Plat of Kingswood Parke Parcel 15, recorded in Book 398 of Maps, Page 46, official records of Maricopa County, Arizona Recorder; the Final Plat of Kingswood Parke Phase One - Parcels 1, 2 and 3 recorded in Book 416 of Maps, Page 32, official records of Maricopa County, Arizona Recorder; the Final Plat of Kingswood Parke Phase One - Parcels 4 and 5 recorded in Book 422 of Maps, Page 16, official records of Maricopa County, Arizona Recorder; the Final Plat of Kingswood Parke Phase One - Parcel 7 Amended, recorded in Book 494 of Maps, Page 15, official records of Maricopa County, Arizona Recorder; the Final Plat of Continental at Kingswood (Amended) (Consisting of Parcels 8, 9, 10, 11, 12A & 13), recorded in Book 542 of Maps, Page 34, official records of Maricopa County, Arizona Recorder and any amendments thereto.

Section 32. “Resident” shall mean:

- (1) Each buyer under a contract of sale covering any part of the Assessable Property, regardless of whether the contract is recorded, actually residing on any part of the Assessable Property and each tenant or lessee actually residing on any part of the Assessable Property; and
- (2) Members of the household of each Owner, lessee, tenant and buyer referred to in subparagraph (1) actually living in the Dwelling Unit and maintaining a common household with such Owner, lessee, tenant or buyer.

Section 33. “Single Family” shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

Section 34. “Special Assessment” shall mean any Assessment levied and assessed pursuant to Article VII, Section 5.

Section 35. “Special Use Fees” shall mean special fees charged by the Board for the use of Association owned facilities or for participation in Association sponsored programs over, above and in addition to any Annual, or Special or Individual Assessments, or Maintenance Charges imposed or payable hereunder.

Section 36. “Tract Declaration” shall mean a declaration recorded pursuant to Article IV, Section 1 of this Declaration.

Section 37. “Visible From Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall standing on any of

such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. General Declaration Creating Kingswood Parke. The Association declares that all of Kingswood Parke (except any property which is hereafter excluded or abandoned pursuant to the provisions of this Declaration) is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration as amended or modified from time to time. This Declaration shall be binding upon and beneficial to the Association and all Owners. In addition, all of the real property within Kingswood Parke shall be subject to recorded Tract Declarations as applicable thereto and as amended from time to time. Such Tract Declarations will specify the Land Use Classification(s) and permitted uses of property described therein (in accordance with Article IV hereof) and will incorporate this Declaration and establish such additional covenants, conditions and restrictions as may be appropriate for that property. This Declaration and all subsequent Tract Declarations are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement and sale of Kingswood Parke and are established for the purpose of enhancing the value, desirability and attractiveness of Kingswood Parke. All of this Declaration and applicable Tract Declarations shall run with Kingswood Parke for all purposes and shall be binding upon and inure to the benefit of the Association, all Owners and Residents and their successors in interest.

ARTICLE III
EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

Section 1. Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment in and to the Common Areas which nonexclusive easement shall be appurtenant to and shall pass with the title to every Lot and Parcel. All Residents, other than Owners, shall have a nonexclusive, nontransferable temporary easement to use and enjoy the Common Area so long as they remain Residents. The foregoing grant and rights are subject, among other things, to the following limitations:

(a) The right of the Association to charge fair and reasonable Special Use Fees for the use of any recreational or other facility situated upon the Common Areas. Special Use Fees shall be charged only for entry upon or utilization of those Common Areas selected by the Board to be subject to a Special Use Fee and shall be intended to collect revenue from the actual users of such selected Common Areas so that all of the costs of operating such selected Common Areas are not borne by all of the Owners as part of their Annual Assessments but are rather borne, at least in part, by those Owners, Residents, guests and other persons utilizing those Common Areas.

(b) The right of the Association to suspend the voting rights and the right to use Common Area recreational facilities by any Member (i) for any period during which any Assessment or Maintenance Charge against the Member's Lot or Parcel remains delinquent; (ii)

any reasonable time frame, as determined by the Board, for any violation or infraction of this Declaration, a Tract Declaration, the Kingswood Parke Rules or Architectural Guidelines and such suspension may continue for so long as such violation or infraction continues.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or public or private utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or agreements with the Town of Surprise effective prior to the date hereof or unless specified hereafter on a recorded Tract Declaration or Plat, no such dedication or transfer shall be effective unless an instrument signed by the Owners of two-thirds (2/3) of the Memberships, agreeing to such dedication or transfer, has been recorded, except that the Board shall have authority, without Membership approval to transfer to such public agencies, authorities or public or private utilities, easements and rights-of-way which are intended to benefit Kingswood Parke and which do not have any substantial adverse effect on the enjoyment of the Common Areas by the Members.

(d) The right of the Association to regulate the use of the Common Areas through the Kingswood Parke Rules and to prohibit access to those Common Areas, such as landscaped rights-of-ways, not intended for use by the Owners or Residents. The Kingswood Parke Rules concerning the Common Areas shall be promulgated, in the absolute discretion of the Board, to enhance the preservation of the Common Areas or the safety and convenience of the users thereof, or to otherwise promote the best interests of the Owners and Residents.

(e) The right of the Association to change the use of Common Areas; to contract with other parties concerning the shared use and maintenance of the Common Areas; and to change the size, shape or location of the Common Areas as provided in Sections 7 and 8 of this Article III.

Section 2. Delegation of Use. Any Owner may, in accordance with this Declaration and the Kingswood Parke Rules, delegate his right of enjoyment in the Common Areas and facilities to his or her family members, guests, and tenants (including such tenant's family and guests); provided, however, that the Kingswood Parke Rules may limit the number of persons which may have access to the Common Areas and any recreational facilities thereon. In addition, subject to the Declaration and the Kingswood Parke Rules, an Owner of a Parcel may delegate its right of enjoyment in the Common Areas and facilities to its employees, officers, directors, partners, stockholders, members or other persons approved by the Board; provided, however, that the number of Designees at any one time shall not exceed the number of Memberships owned by that Owner. For the purposes of this Section, the Board shall have authority to treat members of one family as a single Designee. An Owner of a Lot shall not be entitled to use the Common Areas during any period of time in which he has delegated his rights of enjoyment in the Common Areas to his tenants.

Section 3. Rights of Ingress and Egress. Every Owner shall have an unrestricted right of ingress and egress to his Lot(s) and/or Parcel(s) (which right shall be perpetual and shall be appurtenant to and shall pass with the title to said Lot(s) or Parcel(s)) over the following areas:

(a) for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Common Areas; and

(b) for pedestrian and vehicular traffic over, through and across the Common Area streets and roadways which are designated and paved for such purpose.

Any Owner may, in accordance with this Declaration and the Kingswood Parke Rules, delegate his or her right of ingress and egress to his or her family members, guests, and tenants (including such tenant's family and guests).

Section 4. Utility Easements. There is hereby created a blanket easement upon, across, over and under Kingswood Parke for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to water, sewer, gas, telephones, electricity, television cable or communication lines and other systems as such utilities are installed in connection with the initial development of the property. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the property. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, telephone lines or other utilities or service lines may be installed or relocated on any area in Kingswood Parke except as approved by the Board of Directors.

Section 5. Easements for Encroachments. Each Lot and Parcel, the Common Areas, and all other areas in Kingswood Parke shall be subject to an easement of not more than eighteen inches for encroachments of walls, ledges, roofs and other structures created by construction, settling and overhangs as originally designed and constructed by the Declarant or other developer. If any such improvement on the Common Areas encroaches upon any Lot Parcel or other area, or if any such improvement on any Lot, Parcel or other area encroaches upon any portion of the Common Areas, or if any improvement on any Lot, Parcel or other area encroaches upon another Lot, Parcel or other area, a valid easement for any of said encroachments and for the maintenance thereof shall exist. In the event any structure on any Lot, Parcel, Common Area or other area is repaired, altered or reconstructed in accordance with the original plans and specifications, similar encroachments shall be permitted and a valid easement for said encroachments and for the maintenance thereof shall exist.

Section 6. Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot or Parcel, any member of the Architectural Committee, any member of the Board or any authorized representative of either of them, shall have the right to enter upon and inspect any Lot, Parcel or other area, and the improvements constructed or being constructed thereon, (except for the interior portions of any completed and occupied Dwelling Unit) to determine compliance with this Declaration, the Architectural Guidelines and/or any approval stipulations required by the Architectural Committee and/or the Board of Directors, or to perform repairs and maintenance as provided in Article XI, Section 3, and such persons shall not be deemed guilty of trespass by reason of such entry. In addition, the Association shall have

an easement and right of entry upon any Lot, Parcel or other area at any time or times without notice in order to perform emergency repairs or work.

Section 7. Procedure for Change of Use of Association Land. Upon (a) adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association Land or of the Association's interest in other Common Areas is no longer in the best interests of the Owners and Residents and (b) the approval of such resolution by a majority of the votes of the Members at a meeting duly called for such purpose, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of the Owners and Residents, and (ii) shall be consistent with any deed restrictions (or zoning regulations) restricting or limiting the use of the land. Alternatively, the Board upon satisfaction of sub-section (a) above may, in lieu of calling a meeting, notify in writing all Owners of the proposed change of use and of their right to object thereto and, if no more than ten percent (10%) of the Memberships eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a meeting of the Members shall not be necessary.

Section 8. Procedure for Alteration of Common Area: Contracts Concerning the Common Area. The Association shall have the right to change the size, shape or location of the Common Areas, to exchange the Common Areas for other property or interests which become Common Areas, and to abandon or otherwise transfer Common Areas (to a nonpublic authority) upon (i) the adoption of a resolution by the Board stating that ownership and/or use of the relevant Common Area is no longer in the best interests of the Owners and Residents and that the change desired shall be for their benefit and shall not substantially adversely affect them and (ii) the approval of such resolution by a majority of the votes of the Members, voting in person or by absentee ballot, at a meeting called for such purpose. Alternatively, the Board upon satisfaction of sub-section (i) above may, in lieu of calling a meeting pursuant to sub-section (ii) above, notify in writing all Owners of the proposed transaction and of their right to object thereto and, if no more than ten percent (10%) of the Members eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a meeting of the Members shall not be necessary. The Board, without a vote of the Members, shall have discretion to enter into long term agreements with governmental entities, including, but not limited to, the Dysart Unified School District, regarding the use or shared use and the maintenance of Association Land or other property in Kingswood Parke. In addition, in the Board's discretion, the Association may enter into a long term agreement with the Sun Village Community Association, an Arizona nonprofit corporation, concerning the use and maintenance of greenbelt common areas owned by the Kingswood Association or owned by the Sun Village Community Association.

ARTICLE IV
LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 1. Land Use Classifications. A Tract Declaration may be recorded covering portions of Kingswood Parke. Tract Declarations will designate the purposes for which such portions of Kingswood Parke may be used and may set forth additional covenants, conditions and restrictions applicable to such portions of Kingswood Parke. The permitted land use classifications for the Property are as follows:

- (a) Single Family Residential Use.
- (b) Association Use, which may include common recreational areas and any other areas owned (in fee or by easement) and maintained by the Association.
- (c) Utility or Well-Site Use.
- (d) General Public or Quasi-Public Uses which may include uses approved by the Declarant or the Board, including, but not limited to, public or private schools, libraries, any parks or playgrounds which are not Association Land, fire stations, and areas owned and operated for governmental purposes by any governmental entity or authority.
- (e) Church or Community Service Use.

Section 2. Covenants Applicable to Lake Areas Within the Association Use Land Classification. Applicable Tract Declarations may set forth restrictions and requirements concerning the development, use and maintenance of the Lake Areas, including but not limited to access to such Lakes, and may further provide any other reasonable restrictions, requirements and easements. Such Lake restrictions shall be deemed incorporated herein as though set forth in full herein as part of this Declaration, and shall be enforceable as provided in Article XIII, Section 1. The Board shall have exclusive authority to regulate the use and operation of the Lake Areas and may establish rules regarding the Lake Areas including but not limited to: landscaping and maintenance of waterfront and water access areas; size, type, registration, storage, launching, recovery, mooring, maintenance, overhauling, operation and repairing of watercraft; fishing, swimming, boating and other aquatic activities, including without limitation the absolute prohibition thereof; storage of equipment and personal property of every kind; disposal of sanitary sewage and garbage; and use of waterfront access areas and facilities. All Owners and Residents shall abide by such rules and shall be responsible for all acts of their family, guests, invitees, tenants and Designees. The Board shall have the right to supplement, amend, change or revoke such rules without advance notice. Lake Areas shall be Association Land.

Section 3. Covenants Applicable to Lots, Parcels and Other Areas Within All Land Use Classifications. Except as otherwise expressly provided herein, the following covenants and rights shall apply to all Lots, Parcels and other areas in Kingswood Parke, and the Owners,

Residents and tenants thereof, whether or not a Tract Declaration has been recorded on said property and regardless of the Land Use Classification of such property:

(a) **Architectural Control.** Except as otherwise expressly provided in this Declaration, the Architectural Guidelines or any applicable Tract Declaration, (i) no improvements (whether temporary or permanent), alterations, repairs, excavation, grading, lighting, landscaping (except landscaping within an enclosed back yard which is not Visible From Neighboring Property) or other work which in any way alters the exterior appearance of any property within Kingswood Parke or improvements thereon from its natural or improved state existing on the date a Tract Declaration for such property was first recorded shall be made or done, and (ii) no building, fence, exterior wall, residence or other structure or grading shall be commenced, erected, maintained, improved, altered or made on any Lot or Parcel at any time, unless and until the Architectural Committee has, in each such case, reviewed and approved the nature of the proposed work, alteration, structure or grading and the plans and specifications therefor. No specifications once approved by the Architectural Committee shall be made without the prior written approval of the Architectural Committee. The Association shall be exempt from the requirements of this sub-section (a) and therefore all improvements, alterations, repairs, excavation, grading, lighting, landscaping or other work performed, constructed or installed by the Association shall be deemed approved by the Architectural Committee.

(b) **Animals.** Except as otherwise expressly permitted in an applicable Tract Declaration, no animals, birds, fowl, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, Parcel or other area in Kingswood Parke, or in any Dwelling Unit and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. Notwithstanding the generality of the foregoing, chickens, pigs and goats shall not be considered house or yard pets. For purposes of this Section, a reasonable number of dogs shall be three (3) and a reasonable number of cats shall be three (3). All pets must be kept under the direct control of a person at all times in a fenced yard (however, any fencing must be approved by the Architectural Committee), within a Dwelling Unit, or on a fixed leash not to exceed six feet (6') in length or an extendable leash not to exceed ten feet (10') in length. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other Owners. It shall be the responsibility of each Owner to remove immediately any droppings from pets. No structure for the care, housing or confinement of any animal, bird, fowl or livestock shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Architectural Committee. Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this sub-section, a particular animal or bird is a generally recognized house or yard pet, whether such a pet is a problem or nuisance or whether the number of animals or birds on any such property is reasonable.

(c) **Temporary Occupancy and Temporary Buildings.** No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures may be used on any property for construction, repair, rebuilding or

restoration purposes, with the prior written approval of the Architectural Committee and for the time period approved by the Architectural Committee.

(d) Maintenance of Landscaping and Driveways. Unless otherwise provided in a recorded instrument approved by Declarant or the Association, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (i) his or her Lot or Parcel (including set back areas and Common Areas located thereon); (ii) public right-of-way areas between sidewalks (or bikepaths) and the street curb on the front or side of his Lot or Parcel; (iii) public areas between a sidewalk and the Lot or Parcel boundary; (iv) portions of Common Area adjacent to the Owner's Lot or Parcel and which lie on the Lot's or Parcel's side of a wall erected on the Common Area; and (v) other public or easement areas adjacent to his Lot or Parcel. However, in the event the maintenance of the above areas is the responsibility of the Association, a utility, or a governmental or similar authority, then the Owners shall be responsible for such maintenance only for so long as such other entities are not performing such maintenance. As used herein, maintenance shall include but not be limited to keeping the areas neatly trimmed, cultivated and free of trash, weeds, dead plants, landscaping debris and unsightly material. Landscaping may be required to be placed on a Lot or Parcel within certain time frames established by the Architectural Committee. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, sidewalks and parking areas, located on his Lot or Parcel. However, in the event the maintenance of the above areas is the responsibility of the Association, a utility, or a governmental or similar authority, then the Owners shall be responsible for such maintenance only for so long as such other entities are not performing such maintenance.

(e) Nuisances; Construction Activities. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, Parcel, or any other area in Kingswood Parke and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways, sidewalks or Common Areas in Kingswood Park. No other nuisance shall be permitted to exist on any Lot, Parcel or any other area in Kingswood Parke which may be, or may become, an annoyance, nuisance or embarrassment to the Association, the Property or the Residents therein, or which shall in any way interfere with the quiet enjoyment of the Residents of the Lots or which shall in any way increase the rate of insurance. The Board in its sole discretion shall have the right to determine the existence of any nuisance. Without limiting the generality of any of the foregoing provisions and except for Board approved activities at the park, and except as otherwise permitted herein, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. Normal construction activities and parking in connection with the building of improvements in Kingswood Parke shall not be considered a nuisance or otherwise prohibited by this Declaration. It is acknowledged that normal construction activities may be noisy. The Architectural Committee is authorized to designate the areas and manner in which supplies of building materials and construction equipment shall be stored and the routes construction vehicles may use. All such designations shall be reasonable and nondiscriminatory.

(f) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot, Dwelling Unit, Parcel or any other area in Kingswood Parke which shall induce, breed or harbor diseases or insects. Each Owner is responsible for pest control on the Owner's Lot or Parcel.

(g) Repair of Building. No building or improvement in Kingswood Parke shall be permitted to fall into disrepair and each such building and improvement shall at all times be kept in good and attractive condition and repair and adequately painted or otherwise finished. In the event any building or improvement is damaged or destroyed, then, subject to the approvals required by Sub-section (a) above, such building or structure shall be promptly repaired, rebuilt or demolished.

(h) Antennas. No antenna, or other device for transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained on any property or improvement in Kingswood Parke so as to be Visible From Neighboring Property, unless approved by the Architectural Committee except those devices covered by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, will be permitted as provided herein. Any such device shall comply with the applicable antenna installation rules set forth herein and as may be adopted by the Association and shall be mounted, to the extent reasonably possible, so as to not be Visible From Neighboring Property. The devices governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule) as of the date of the recording of this Declaration are as follows: (i) Direct Broadcast Satellite ("DBS") antennas one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite; (ii) Multi-point Distribution Service ("MDS") antennas one meter or less in diameter or diagonal measurement, designed to receive video programming services (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; (iii) Antennas designed to receive local television broadcast signals ("TVBS"); and (iv) Antennas designed to receive and/or transmit data services, including Internet access (collectively, "Devices"). If the Federal Communication Commission ("FCC") expands the types of antennas that fall under the FCC rules, this Section 3(h) shall encompass those antennas as well. Any Device shall, to the extent consistent with applicable federal and state laws and regulations, be placed in the following order of priority: (i) a location where the Device will not be Visible From Neighboring Property, (ii) a location in the rear yard of a Lot or Parcel, (iii) a location in the side yard of a Lot or Parcel, (iv) a location connected to a residence or other structure on a Lot or Parcel, or (v) in the front yard of a Lot or Parcel. To the extent consistent with applicable federal or state laws and regulations, any Device placed on a Lot or Parcel shall, if Visible From Neighboring Property, be screened by the Owner of such Lot or Parcel so as to not be Visible from Neighboring Property within a reasonable time following installation of the Device.

(i) Mineral Exploration. No area in Kingswood Parke (other than a Parcel designated as a well-site) shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

(j) Refuse Containers and Collection. All refuse shall be regularly removed from the Lots and Parcels and shall not be allowed to accumulate thereon. Refuse containers shall be kept covered, clean, sanitary and free of noxious odors. Refuse containers shall be maintained so as to not be Visible From Neighboring Property, except to make the same available for collection and in accordance with any Rules adopted by the Board. If no rules have been adopted by the Board, refuse containers may be Visible From Neighboring Property only for the shortest time reasonably necessary to effect such collection. No outdoor incinerators shall be kept or maintained in Kingswood Parke.

(k) Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be placed or maintained in Kingswood Parke unless they are not Visible From Neighboring Property.

(l) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained in Kingswood Parke except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements; (ii) that which the Association may require for the operation and maintenance of Kingswood Parke; or (iii) that used or displayed in connection with any business or activity permitted under a Tract Declaration.

(m) Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible from Neighboring Property shall be erected or maintained in Kingswood Parke except:

(i) Signs required by legal proceedings.

(ii) Signs required by law to be allowed on the Property.

(iii) Not more than two (2) identification signs for individual detached residences, each with a face area of seventy-two (72) square inches or less and not more than one (1) identification sign with a face area of seventy-two (72) square inches or less for each attached residence.

(iv) Such additional signs as may be permitted by the Rules or approved in advance by the Board of Directors and which are in conformance with the requirements of the Town of Surprise.

(n) Restriction on Combination, Further Subdivision, Property Restrictions and Rezoning. No Lot may be combined with any other Lot. No Lot or Parcel shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot or Parcel, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board of Directors. This provision shall not apply to transfers or an undivided ownership interest in whole of any Lot or Parcel. No Plat, Tract Declaration or further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any property in Kingswood Parke unless

the provisions thereof have first been approved in writing by the Board of Directors and any Plat, Tract Declaration or other covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any area in Kingswood Parke, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the property has been approved by the Board of Directors and the proposed use otherwise complies with this Declaration, any applicable Tract Declaration and the general plan of development of Kingswood Parke.

(o) Solar Panels. An Owner may install solar panels and other solar energy devices on their Lot or Parcel after first obtaining written approval of the placement from the Architectural Committee.

(p) Party Walls. Except as hereinafter provided, the rights and duties of Owners of contiguous properties which have Party Walls shall be as follows:

(i) Each Owner whose property adjoins a Party Wall shall have the right to use the respective Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment thereof.

(ii) If a Party Wall is damaged or destroyed through the act or failure to act of an Owner or any tenants, agents, guests or family members of such Owner, (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to promptly rebuild and repair the Party Wall without cost to the Owner of the adjoining property.

(iii) In the event any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or failure to act of an adjoining Owner or any tenants, agents, guests or family members of such Owner, it shall be the obligation of all Owners whose properties adjoin such Party Wall to rebuild and repair such Wall at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their respective properties on the damaged or destroyed Party Wall.

(iv) Notwithstanding the foregoing and unless otherwise indicated in an applicable Tract Declaration or other recorded document, in the case of Party Walls (1) between Common Areas and Lots or Parcels, or (2) Common Areas within a Lot or Parcel, the Association shall be responsible for all maintenance thereof, subject to the provisions of Article XII, Sections 2 and 3, and except that, with respect to a solid wall constituting a Party Wall, each Owner of a Lot or Parcel shall remain responsible for painting and maintaining the surface of the portion of the Party Wall facing his or her Lot or Parcel and/or the portion the Party Wall which is not a portion of the Common Area, and except that, with respect to a wrought iron fence constituting a Party Wall, an adjoining Owner shall reimburse the Association for one-half of the costs incurred by the Association for any maintenance or repairs of the Party Wall and such cost shall constitute an Individual Assessment.

(q) 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 Kingswood Parke unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, except for

- (i) lines, wires and other devices permitted by law to be visible,
- (ii) boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices, and
- (iii) such above ground electrical apparatus as may be reasonably convenient or necessary on any well sites or Parcels designated for utility use.

Notwithstanding the foregoing, except as required to be permitted by law, no above ground electrical apparatus shall be installed without the approval of the Board. All lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on or under structures approved by the Architectural Committee. The installation and location of all utility lines and equipment must be approved in advance by the Board of Directors. Temporary above ground power or telephone structures and water lines incident to construction activities, shall be permitted with the prior written approval of the Architectural Committee.

(r) Overhead Encroachments. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise to encroach upon any public right-of-way or bike path, sidewalk, or any other pedestrian way from ground level to a height of eight (8) feet without the prior written approval of the Board of Directors.

(s) Trucks, Trailers, Campers, Boats and Commercial Vehicles. No motor vehicle classed by manufacturer rating as exceeding one ton, mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer, commercial vehicle or other similar equipment or vehicle may be parked or stored on any area in Kingswood Parke or the publicly dedicated streets within Kingswood Parke so as to be Visible From Neighboring Property except for vehicles that the Association must allow to be parked on streets and driveways pursuant to Arizona law and except for equipment and non-commercial vehicles that are: (i) pickup trucks of less than one ton capacity with camper shells not exceeding seven (7) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked as provided in sub-section (t) below and are used on a regular and recurring basis for basic transportation; (ii) trucks, trailers and campers parked in a recreational vehicle storage area within a residential area or other areas designated for such parking in non-residential Land Use Classifications, provided, however, that all such parking areas have been approved by the Board of Directors; or (iii) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee. For purposes of this section,

commercial vehicles shall mean any vehicle that (i) displays the name, tradename, telephone number or other identifying information of any business or (ii) otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders), as reasonably determined by the Board of Directors. The provisions of this sub-section shall not apply to temporary parking of such vehicles and equipment (except mobile homes), provided the vehicle is legally and physically operable and such parking is in full compliance with all applicable governmental requirements. The Board of Directors shall be the sole judge of what constitutes "temporary" and may adopt rules to this effect.

(t) Passenger Vehicles. Passenger vehicles not governed by sub-sections (s) and (u) may be parked in garages, driveways, publicly dedicated streets within Kingswood Parke and other parking areas designated or approved by the Board of Directors, provided the vehicle is legally and physically operable and such parking is in full compliance with all applicable governmental requirements. This Section shall not be construed to permit the parking or storing in the above described areas of any vehicle whose parking or storage in Kingswood Parke is otherwise prohibited herein.

(u) Motor Vehicle Repairs; Inoperable Vehicles. No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Lot, Parcel, or other area in Kingswood Parke, and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property or to be visible from Common Areas or streets; provided, however, that this provision shall not apply to (i) emergency vehicle repairs that are completed in eight (8) hours or less; (ii) the parking of motor vehicles in garages on Lots or Parcels or in other parking areas in Kingswood Parke designated or approved by the Board or the Architectural Committee for such purposes; and (iii) the parking or storage of motor vehicles in an area designated for such purposes on a Tract Declaration or on a site plan approved by the Board of Directors. A vehicle is not in good operating condition and appearance if it is not running, has one or more flat tire(s) for ten (10) or more days, is up on blocks, is not properly licensed, or is not currently registered.

(v) Roofs. No air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a Dwelling Unit without the prior written consent of the Architectural Committee, except those required to be permitted without prior approval.

(w) Window Treatments. All windows Visible From Neighboring Property must be covered with permanent draperies or suitable window treatments. In no event shall windows be covered with paper, aluminum foil, bed sheets or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering unless such material has been approved by the Architectural Committee.

(x) Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his Lot or Parcel from or to any other Lot or Parcel as that pattern has been established by Declarant or other developer. There is hereby created a blanket easement for drainage of ground water on, over and across Kingswood Parke. Each Owner shall, at its own

expense, maintain the drainage ways and channels on its Lot in proper condition free from obstruction.

(y) Garage Openings. No garage door shall be open except when necessary for access to and from the garage.

(z) Health, Safety and Welfare. In the event any uses, activities and facilities are deemed by the Board of Directors to be a nuisance or to adversely affect the health, safety or welfare of Owners or Residents, the Board of Directors may make rules restricting or regulating their presence on Kingswood Parke.

(aa) Incidental Uses. The Board of Directors may approve, regulate or restrict incidental uses of property within a Land Use Classification. By way of example and not of limitation, the Board of Directors may permit: private roadways; tennis and/or swimming clubs intended primarily for the benefit of all or certain Owners and Residents; and tennis courts, swimming pools and other recreational amenities.

(bb) Leases. Any agreement for the lease of any Lot or Parcel must be in writing and must be expressly subject to this Declaration and all documents and instruments executed pursuant hereto. An Owner must notify the Association of the existence and term of any and all leases and a completed copy of any rental registration form adopted by the Board must be delivered to the Association within ten (10) days of the commencement of the lease term or renewal term.

Section 4. Covenants Applicable to Lots Within a Single Family Residential Land Use Classification. The following Covenants shall apply only to Lots and the Owners and Residents thereof lying within a Single Family Land Use Classification:

(a) Single Family Residential Use. Lots classified as "Single Family Residential" under a Tract Declaration may be used only for the construction and occupancy of single family detached dwellings and related improvements for typical residential activities incidental thereto, such as the construction and use of private swimming pools and recreational facilities. All Lots within such Land Use Classification shall be used, improved and devoted exclusively to Single Family Residential use. No occupation, profession, trade or other nonresidential use shall be conducted on the Lots, except that an Owner or other resident of a Lot may conduct a business activity upon the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Lot; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Lot; (iii) the business activity does not involve the door to door solicitation of Owners or other residents in the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board. Furthermore, no advertising or directional signs may be placed upon the Lot or any portion of the Common Areas regarding the business activity. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity

undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity.

(b) Tenants and Lease Term. No timeshares or other fractional interest ownership plans are permitted. The entire Dwelling Unit and Lot may be let by the Owner to a Single Family from time to time, for a minimum lease term of six (6) months, subject to the provisions of this Declaration, the Kingswood Parke Rules and the applicable Tract Declaration. However, Owners who are using their Dwelling Units for leases or rentals of less than six (6) months at the time this Declaration is recorded will be permitted to continue leasing or renting their Dwelling Units for periods of less than six (6) months (so long as such leases are for a minimum of thirty (30) days) until ownership of the Dwelling Unit is transferred to a subsequent Owner under the following condition: within thirty (30) days after the recording of this amendment, the Owner must register the Dwelling Unit with the Association as one being rented for less than six (6) months.

Section 5. Variances. The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in Article IV of this Declaration or from restrictions in any Tract Declaration if the Board determines in its discretion:

- (a) either
 - (i) that a restriction would create an unreasonable hardship or burden on an Owner or
 - (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction impractical or obsolete; and

(b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners and Residents of Kingswood Parke and is consistent with the high quality of life intended for the Residents and Owners of Kingswood Parke.

The request for a variance must be made in writing and be accompanied by adequate supporting documentation. The Board, in writing, shall approve or disapprove the request as promptly as possible under the particular circumstances. All decisions of the Board shall be final and not appealable.

ARTICLE V **ORGANIZATION OF ASSOCIATION**

Section 1. Association. The Association is a non-profit Arizona corporation. The Association is charged with the duties and invested with the powers prescribed by law and set forth in its Articles, Bylaws and this Declaration, including all rights and powers as may be

reasonably necessary in order to effect all the objectives and purposes of the Association as set forth herein. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board may also appoint various committees and may contract with a managing agent who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the managing agent and any employees of the Association. Unless the Community Documents specifically require the vote or written consent of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board of Directors.

Section 3. The Kingswood Parke 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 concerning all areas of the Property and all aspects of the Association's rights, activities and duties to be known as the "Kingswood Parke Rules" or "Rules". The Kingswood Parke Rules shall not discriminate among Members, Residents and Designees except to reflect their different rights as provided herein, and shall not be inconsistent with this Declaration, the Articles or the Bylaws. Upon adoption, the Kingswood Parke Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. A copy of the Kingswood Parke Rules as adopted or amended shall be made available to each Owner and may be recorded.

Section 4. Operation of Well-Sites. In order to perform the Association's obligations under this Declaration, the Association may own and operate any well-sites conveyed to, or otherwise acquired by, the Association. The Association may also dispose of surplus water from any well-site in any lawful manner deemed appropriate by the Board.

Section 5. Conflict of Interest Transactions. Any Director(s) conflict of interest transactions will be approved in accordance with the Arizona nonprofit corporation act (set forth at A.R.S. § 10-3101 et seq., as may be amended from time to time).

Section 6. Limitation of Director Liability. In accordance with the provisions of the Arizona nonprofit corporation act (set forth at A.R.S. § 10-3101 et seq., as may be amended from time to time), each Director shall be immune from civil liability and shall not be subject to suit indirectly or by way of contribution for any act or omission resulting in damage or injury if said Director was acting in good faith and within the scope of his official capacity (which is any decision, act, or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized) unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the Director. This provision intends to give all Directors the full extent of immunity available under the Arizona nonprofit corporation act.

Section 7. Indemnification. The Association shall indemnify every officer, director, and agent of the Association against any and all expenses, including attorneys' fees, reasonably

incurred by or imposed upon any officer or director of the Association in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or an agent of the Association, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors, and agents shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except indirectly to the extent that such officers or directors may also be Owners of the Association and therefore subject to Assessment to fund a liability of the Association), and the Association shall indemnify and forever hold each such officer, director, and agent free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, agent or former officer, director, or agent of the Association, may be entitled. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law; provided, however, that the Association shall have the right to refuse indemnification if the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the Association, at its own expense and through counsel of its own choosing, to defend him or her in the action.

ARTICLE VI

MEMBERSHIPS AND VOTING

Section 1. **Owners of Lots and Parcels.** Every Owner of a Lot or Parcel which is subject to assessment shall be a Member of the Association. Each such Owner shall have the following number of Memberships:

- (a) One Membership for each Lot owned; and
- (b) One Membership for each net acre (43,560 square feet) or fraction thereof in each Parcel.

Each such Membership shall be appurtenant to and may not be separated from ownership of the Lot or Parcel to which the Membership is attributable. Memberships shall be shared by any joint Owners of, or Owners of undivided interests in, a Lot or Parcel.

Section 2. **Voting Rights.** All Owners shall be entitled to one vote for each Membership held by the Owner, subject to the authority of the Board to Suspend the Owner's voting rights for violations of this Declaration as provided herein. The vote for each such Membership must be cast as a unit; fractional votes shall not be allowed. In the event that a Membership is owned by more than one person or entity and such 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 Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed that he was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made to the Board, in writing, at or prior to the time the vote is cast. In the event more than one vote is cast for a particular Membership and there is a conflict among the votes, all such votes shall be deemed void.

Section 3. Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration, and in the Articles, Bylaws, Kingswood Parke Rules and Architectural Guidelines, as the same may be amended from time to time.

Section 4. Transfer of Membership. The rights and obligations of the Owner of Members shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot or Parcel and then only to the transferee thereof. A transfer of ownership of a Lot or Parcel may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as permitted by Arizona law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot or Parcel shall operate to transfer the Membership(s) appurtenant to said Lot or Parcel to the new Owner. Upon the transfer of ownership of any Lot or Parcel, the Board, in its discretion, may assess a reasonable transfer fee, in an amount permitted by law, to cover the administrative costs of the Association or its agent associated with said transfer of ownership.

ARTICLE VII

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 1. Creation of Lien and Personal Obligation for Assessments and Maintenance Charges. Each Owner of a Lot and Parcel, hereby covenants and agrees, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), to accept and be subject to mandatory Membership in the Association, and to pay to the Association the following: (1) Annual Assessments, (2) Special Assessments, (3) Individual Assessments, (4) Maintenance Charges, and (5) Special Use Fees incurred by the Owner or any Resident occupying the Owner's Lot or Parcel or any portion thereof. The Annual Assessments, Special Assessments, Individual Assessments, Maintenance Charges and Special Use Fees which are the obligation of an Owner hereunder, together with interest, costs, collection agency fees, and reasonable attorneys' fees of the Association incurred in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge paid and continuing servitude and lien upon the Lot or Parcel against which each such Annual Assessment, Special Assessment, Individual Assessment, and/or Maintenance Charge is made and against the Lot or Parcel of an Owner liable for a Special Use Fee ("Assessment Lien") and, in addition, shall be the personal obligation of the Owner of such Lot or Parcel at the time when such payment becomes due and payable. The Annual and Special Assessments against each Lot or Parcel shall be based on the number of Memberships appurtenant to the Lot or Parcel. The personal obligation for delinquent Assessments and other charges shall not pass to the successors in title of the Owner unless expressly assumed by them, however the Lot or Parcel shall remain subject to the lien of the delinquent assessment except as provided in Article VIII, Section 2 below. No Annual Assessments, Special Assessments or Individual Assessments may be charged against any Lot or Parcel which is not covered by a Tract Declaration, however, Maintenance Charges and Special Use Fees may be assessed against any property initially covered by or annexed under this Declaration.

Section 2. Annual Assessments. In order to provide for the uses and purposes specified in Article IX hereof, including the establishment of replacement and maintenance reserves, the Board in each year shall prepare and adopt a budget and shall assess against each

Lot and Parcel covered by a Tract Declaration an Annual Assessment. Except as provided below, the amount of the Annual Assessment shall be in the sole discretion of the Board, determined with the objective of fulfilling the Association's obligations under this Declaration and providing for the uses and purposes specified in Article IX. The amount of the Annual Assessment shall be subject to the provisions of Section 4 hereof. Furthermore, the Association shall not impose an Annual Assessment in any year that is more than twenty percent (20%) greater than the immediately preceding year's Annual Assessment without the approval of the majority of the Members, or as otherwise provided by Arizona law.

Section 3. Uniform Rates of Assessment. The amount of any Annual or Special Assessment against each Lot or Parcel shall be fixed at a uniform rate per Membership.

Section 4. Maximum Annual Assessment. The Annual Assessment to be established by the Board may not exceed a certain amount, hereinafter referred to as the "Maximum Annual Assessment", which Maximum Annual Assessment shall be determined and shall vary in accordance with the following provisions:

(a) The Maximum Annual Assessment shall be automatically increased effective January 1 of each year without a vote of the Membership by five percent (5%) of the Maximum Annual Assessment for the year just ended.

(b) The Maximum Annual Assessment may be increased above the Maximum Annual Assessment otherwise determined under Sub-section (a) above by a vote of two-thirds (2/3) of the Members who are voting in person or by absentee ballot at a meeting duly called for such purpose.

(c) Notwithstanding the foregoing limitations described in (a) and (b) above, the Maximum Annual Assessment may be increased as required by increased utilities costs charged to the Association including, but not limited to, domestic and nondomestic water costs for maintaining Kingswood Parke landscaping.

Section 5. Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, any Association expenses, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by absentee ballot at a meeting duly called for such purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 or 5 of this Article shall be sent to all Members no less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members, present in person or by absentee ballot entitled to cast ten percent (10%) of all the votes (exclusive of suspended voting rights) of the Members 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 7. Annual Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year. The Board in its sole discretion from time to time may change the Assessment Period by recording with the County Recorder of Maricopa County, Arizona, an instrument specifying the new Assessment Period.

Section 8. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Annual, Special and Individual Assessments, Maintenance Charges and Special Use Fees provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than fifteen (15) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. It shall be the responsibility of the Member to inform the Association in writing of a change of address. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period; successor Owners of Lots or Parcels shall be given credit for prepayments, on a prorated basis, made by prior Owners. Annual Assessments shall be collected on a monthly, quarterly or annual basis as determined by the Board and Special Assessments shall be collected as specified by the Board unless otherwise determined by the resolution of the Members of the Association approving the Special Assessment.

Section 9. Collection Costs and Interest on Delinquent Assessments. Any Assessment, Maintenance Charge, Special Use Fee or installment thereof not paid when due shall be deemed delinquent and shall bear interest from fifteen (15) days after the due date until paid at a rate of twelve percent (12%) per annum, or the rate set by the Board from time to time, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The applicable interest rate on delinquent Assessments and other charges shall be determined on a daily basis or as otherwise provided by the Board. In addition, the Board may charge a late fee for all delinquent payments. The Board may also record a Notice of Claim of Lien against any Lot or Parcel as to which an Assessment, Special Use Fee or Maintenance Charge is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's cost in recording such notice, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien. Upon the complete curing of any default for which a Notice of Claim of Lien was recorded by the Association, the Association shall record an appropriate release of such notice. Notwithstanding the recording of any Notice of Claim of Lien, the obligation of each Owner to pay Assessments, Maintenance Charges, Special Use Fees and other amounts payable hereunder, shall be secured by a continuing Assessment Lien.

Section 10. Evidence of Payment of Assessments and Maintenance Charges. Upon receipt of a written request from a person acquiring an interest in any Lot or Parcel, a lienholder, escrow agent, Owner or person designated by an Owner, the Association shall issue to the requesting party a written certificate stating (a) that all Assessments and Maintenance Charges (including interest, costs and attorneys' fees, if any, as provided in Section 9 above) have been paid with respect to any specified Lot or Parcel as of the date of such certificate, or (b) if such have not been paid, the amount(s) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates and may require such charge to be paid at the time the request for any such certificate is made. Such certificate will be provided within the time period required by law. Any such certificate shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot or Parcel in question.

Section 11. Property Exempted from the Annual and Special Assessments. Exempt Property shall be exempt from the assessment of the Annual, Special and Individual Assessments, but such property shall not be exempt from any utility costs charged to the Association with respect to such property or from the Maintenance Charges or Special Use Fees; or from the Assessment Lien to secure said utility costs, Maintenance Charges and Special Use Fees; provided, however, that in the event any change of ownership or use of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the same thereupon shall be subject to the assessment of the Annual, Special and Individual Assessments (prorated as of the date it became Assessable Property) and the Assessment Lien therefor, except that Special Assessments shall be assessable against such property only if levied after the property became Assessable Property instead of being prorated as of the date the property became Assessable Property. The Owner of Exempt Property shall not be entitled to any Memberships for such Exempt Property.

ARTICLE VIII
ENFORCEMENT OF PAYMENT OF ASSESSMENTS
AND MAINTENANCE CHARGES AND OF ASSESSMENT LIEN

Section 1. Association's Remedies to Enforce Payment Of Assessments and Maintenance Charges. If any Owner fails to pay the Annual, Special, or Individual Assessments, Special Use Fees or Maintenance Charges when due the Association may enforce the payment thereof and/or the Assessment Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Association does not preclude or waive its right to exercise the other remedy):

- (a) Bring an action at law and recover judgment against the Owner personally obligated to pay the Annual, Special, or Individual Assessments, Special Use Fees or the Maintenance Charges. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of twelve percent (12%) per annum or other rate determined by the Board, from the date of delinquency until paid, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner (or former Owner);

(b) Foreclose the Assessment Lien against the appropriate Lot or Parcel in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the Lot or Parcel may be redeemed after foreclosure sale as provided by law. The Association may bid on the subject property at such a foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot or Parcel. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot or Parcel, hereby expressly waives any objection to the enforcement and foreclosure of the Assessment Lien in this manner.

Section 2. Subordination of Assessment Lien. The Assessment Lien shall be subordinate to the lien of any first mortgage or first deed of trust encumbering a Dwelling Unit and the Lot upon which it is situated, and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Dwelling Unit, Lot or Parcel. Sale or transfer of any Lot or Parcel shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure, trustee's sale or proceedings in lieu thereof, of a mortgage or a deed of trust to which the Assessment Lien is subordinate, the purchaser at the mortgage foreclosure or deed of trust sale, or the grantee taking by deed in lieu of foreclosure, shall take the Lot free of Assessment Lien for all Assessments and Maintenance Charges that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; provided, however, that such mortgage or deed of trust foreclosure sale purchaser or grantee shall take subject to all Annual, Special and Individual Assessments, Special Use Fees, Maintenance Charges and the Assessment Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure. Notwithstanding subordination of an Assessment Lien as described herein, the delinquent Member shall remain personally liable for the Assessments and related costs after his or her Membership is terminated by foreclosure or deed in lieu of foreclosure or otherwise. Nothing herein shall prohibit the Board from reallocating the amount of any Assessment Lien extinguished hereunder against all Owners as part of an Annual or Special Assessment.

ARTICLE IX

ASSOCIATION FUNDS

Section 1. Purposes for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including the Annual and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of Kingswood Parke and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alternation, maintenance, provision and operation, by any manner or method whatsoever, of any kind and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or outside of Kingswood Parke, which may be necessary, desirable or beneficial to the general common interests of Kingswood Parke, the Members and the Residents. The following are some, but not all, of the areas in which the Association may

seek to aid, promote and provide for such common benefit: social interaction among Members and Residents, maintenance of landscaping on Common Areas and public rights-of-way and drainage areas within and adjoining Kingswood Parke, recreation, liability insurance, communications, ownership and operation of recreational and other facilities, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. The Association may use its funds for any purposes for which a municipality may expend its funds under the laws of the State of Arizona or such municipality's charter. The Association also may expend its funds in any manner as permitted under the laws of the State of Arizona for a nonprofit corporation.

Section 2. Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as the Board deems necessary or appropriate.

Section 3. Association's Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual or Special Assessments, fees or otherwise), and may carry forward surplus any balances remaining. The Association shall not be obligated to reduce the amount of Annual Assessment in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 4. Reserve Fund. From the Annual Assessments received by the Association, the Board shall establish an adequate reserve for maintenance, repair and replacement of the improvements of the Common Areas.

ARTICLE X INSURANCE

Section 1. Authority to Purchase.

(a) Liability Insurance. The Association shall maintain a comprehensive liability insurance policy against liability incurred as a result of death or injury to persons or damage to property on the Common Areas and upon other areas maintained by the Association, in a total amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The insurance shall be carried with reputable companies qualified to do business in the State of Arizona and shall name the Association as insured.

(b) Casualty Insurance for Common Area. The Association shall maintain a master casualty or blanket fire insurance policy covering all Common Area insurable property. Such insurance shall insure against loss from fire and other hazards therein covered, for the full current replacement cost in an amount not less than one hundred percent (100%) of the insurable value of all of the permanent improvements upon the Common Area, less the deductible, as determined by the Board. Said policy may contain extended coverage and replacement cost

endorsements, if available, as well as vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause or clauses to permit cash settlement covering full value of the improvements in the event of partial destruction. The policy shall be in such amounts as shall be determined from time to time by the Board. The insurance shall be carried with reputable companies qualified to do business in the State of Arizona and shall name the Association as insured.

(c) Other Insurance. The Board of Directors of the Association may purchase such additional insurance as the Board, in its discretion, may determine to be reasonably necessary or advisable in the best interest of the Association including, but not limited to, worker's compensation insurance, directors' and officers' liability insurance, fidelity insurance, and insurance on Association owned personal property.

(d) Premiums and Deductibles. The premiums for such policies shall be paid for by the Association. The Association shall be responsible for the deductible on any such policies except for any losses caused by the act or inaction of an Owner or other person or animal for whom the Owner is responsible.

(e) No Liability. Neither the Association nor any Board member shall be liable to any person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Association or if the amount of insurance is not adequate.

Section 2. Individual Responsibility. Unless otherwise provided in a recorded Tract Declaration or other declaration, it shall be the responsibility of each Owner and Resident or other person to provide for himself insurance on his property interests within Kingswood Parke, including, but not limited to, the Dwelling Unit, his additions and improvements thereon, furnishings and personal property therein, any other structures on the Lot, his personal liability to the extent not covered by the property and public liability insurance obtained by the Association, and such other insurance as such person desires. No person shall maintain any insurance which would limit or reduce in any manner the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the improvements or fixtures on the Common Areas.

Section 3. Insurance Claims. The Association is hereby irrevocably appointed and authorized by the Owners to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Association. All proceeds from insurance acquired by the Association shall be payable to the Association. Any proceeds resulting from damage to the Common Areas shall be used to repair the damage, unless otherwise approved by a majority of the votes of the Members at a meeting called for such purpose. Any excess proceeds may be retained by the Association as reserves or to reduce future assessments or may be used for any other proper Association purpose.

ARTICLE XI
MAINTENANCE

Section 1. Common Areas and Public Rights-of-Way.

(a) Areas of Association Responsibility. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas and the improvements thereon; provided, however, the Association shall not be responsible for providing or maintaining the landscaping or structures on any Common Area which are part of Lots or Parcels unless (i) such landscaping or structures are available for use by all Owners and Residents or are within easements intended for the general benefit of Kingswood Parke and (ii) the Association assumes in writing the responsibility as set forth in a recorded instrument as hereinafter provided. The Association shall maintain any landscaping and other improvements not located on Lots and Parcels which are within the Property and are identified on a recorded instrument as Common Areas intended for the general benefit of the Owners and Residents of Kingswood Parke, except the Association shall not be required to maintain (but may elect to maintain) areas which (i) the Town of Surprise, an improvement district, or other governmental entity is maintaining or (ii) are to be maintained by the Owners of a Lot or Parcel pursuant to Article IV, Section 3(d) of this Declaration. Specific areas to be maintained by the Association may be identified on Plats, in Tract Declarations, and/or in deeds from the Declarant to the Association or to a transferee of a Lot or Parcel, but failure to so identify such areas shall not affect the Association's rights or responsibilities with respect to Common Areas or the Association's rights with respect to other areas intended for the general benefit of Kingswood Parke. Notwithstanding anything to the contrary herein, the Board shall have discretion to enter into an agreement with the Town of Surprise to permit the Association to upgrade and/or maintain landscaping on property owned by the Town, whether or not such property is within the Property, if the Board determines such Agreement benefits the Association.

(b) Standard of Care. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of the Common Areas and other properties maintained by the Association, however, the Board shall be the sole judge as to the appropriate maintenance of all such areas.

(c) Delegation of Responsibilities. In the event any Plat, Tract Declaration, deed restriction or this Declaration permits the Board to determine whether or not Owners of certain Lots or Parcels will be responsible for maintenance of certain Common Areas or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of Kingswood Parke for the Association or for an individual Owner to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article X and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to

Owners of Lots and Parcels in exchange for the payment of such fees as the Association and Owner may agree upon. Any charges or fees to be paid by the Owner of a Lot or Parcel in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall become an Individual Assessment against such Owner and the Owner's Lot or Parcel and shall be secured by the Assessment Lien.

(d) Perimeter Wall Maintenance. Subject to the provisions of Article XI, Sections 2 and 3, perimeter walls along the major Kingswood Parke arterial streets (Parkview Pl., Mondel Rd., Reems Rd., Brookside Ln., Honeysuckle Ln., Silverleaf Wy., and Bell Rd.) shall be maintained by the Association, except that, with respect to a solid wall forming a perimeter wall, each Owner shall remain responsible for painting and maintaining the surface of the portion of the perimeter wall facing his Lot or Parcel and except that, with respect to any wrought iron fence form a perimeter wall, the Owner shall reimburse the Association for one-half of the costs of any repair or replacement of such wrought iron perimeter wall. The Board shall have sole discretion with respect to the maintenance of the perimeter walls. The Association shall be responsible for the maintenance of the landscaping immediately outside the perimeter walls and fences and adjoining the major arterial streets, except any maintenance assumed by an improvement district or the Town of Surprise.

Section 2. Assessment of Certain Maintenance Costs. In the event that the need for maintenance or repair of Common Areas, structures and other property maintained by the Association, including, but not limited to, excessive cleaning or garbage removal, is caused through the act or inaction of any Owner, or that Owner's family, guests, Designees, tenants or pets, the cost of such maintenance or repairs shall become a Maintenance Charge to which such Owner and the Owner's Lot or Parcel and shall be secured by the Assessment Lien.

Section 3. Improper Maintenance and Use of Lots and Parcels. In the event any portion of any Lot or Parcel is so maintained as to present a nuisance, or substantially detract from the appearance or quality of the surrounding Lots and Parcels or other areas of Kingswood Parke which are substantially affected thereby or related thereto, or in the event any portion of a Lot or Parcel is being used in a manner which violates this Declaration or any applicable Tract Declaration, or in the event the Owner of any Lot or Parcel is failing to perform any of its obligations under this Declaration, any applicable Tract Declaration, the Kingswood Parke Rules or Architectural Guidelines, the Association shall give such Owner written notice of such determination, including a reasonably detailed list or description of the upkeep, maintenance, repairs, replacement, or other work required to cure such Owner's breach. In the event the Owner has not cured such breach within a reasonable time period, as determined by the Board, the Association shall have the right to cause the upkeep, maintenance, repairs, replacement, or other work to be performed so as to cure such Owner's breach, and the Association's costs in doing so shall be a Maintenance Charge to which the offending Owner and the Owner's Lot or Parcel is subject and shall be secured by the Assessment Lien.

Section 4. Easement for Maintenance Responsibilities. The Association shall have an easement upon, across, over and under the Lots, Parcels and all other areas in Kingswood

Parke for the purpose of repairing, maintaining and replacing the Common Areas, Common Area improvements, and other areas maintained by the Association and for the purpose of performing all of the Association's other rights, duties and obligations hereunder.

ARTICLE XII

ARCHITECTURAL COMMITTEE

Section 1. **Establishment.** An Architectural Committee shall be established to perform the functions of the Architectural Committee set forth in this Declaration. The Architectural Committee shall consist of three regular members and such number of alternate members as the Board may designate. The members of the Architectural Committee shall be appointed by the Board. Members of the Architectural Committee need not be architects, Owners or Residents and need not possess any special qualifications of any type except that the chairperson of the Architectural Committee must be a Director. Members of the Committee shall not be entitled to compensation for their services, unless otherwise approved by the Board.

Section 2. **Meetings.** The Architectural Committee shall keep a record of the minutes of all meetings. A quorum for any such meeting shall consist of a majority of the regular members of the Committee and the concurrence of a majority of the committee members present at any meeting shall be necessary for any decision of the Architectural Committee. Alternate member(s) may participate at any meeting at which there is not a quorum of regular members present, may constitute a quorum by his (their) presence and shall have all of the authority of a regular member while so participating.

Section 3. **Guidelines.** The Architectural Committee may suggest to the Board and the Board may adopt, amend and repeal Architectural Guidelines to be used by the Architectural Committee in tendering its decisions, including procedures for the preparation, submission and determination of applications for approval. In addition, the Architectural Guidelines may set forth standards for architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Property.

Section 4. **Discretion of Committee; Liability.** The Architectural Committee shall be under no duty or obligation to pass upon, approve or disapprove any structural stability matter or matters pertaining to the stability of footings or foundations or matters pertaining to geological conditions involved in any foundation or footings and may indicate on any plans or specifications or drawings or other materials or in any certificate that the Committee has not passed upon, approved or disapproved any such referred to matters. All actions of said Committee authorized under this Declaration, including without limitation the approval or disapproval of plans, specifications, drawings, plot plans, grading plans and height, as well as other matters in which the Committee is authorized hereunder to act, shall be in the sole and complete discretion of said Committee. Neither the Architectural Committee nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of

- (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective;
- (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) the development of any property within Kingswood Parke; or
- (d) the execution of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a Committee member, such member has acted in good faith on the basis of such information as may be possessed by him or her.

The approval by the Architectural Committee of any plans, specifications or other matter shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, specifications or other matter subsequently submitted for approval.

Section 5. Response Within Forty-Five (45) Days. Any approval required under this Declaration by the Architectural Committee shall not be withheld unreasonably. Failure by such Committee to approve or disapprove a request within forty-five (45) days after such request, along with all other plans, materials, fees and specifications required by the Architectural Committee are filed with the Committee shall waive the approval requirement. However, the architectural request (and any modification or alteration made according to such request) must still comply with all requirements of the Declaration and Architectural Guidelines. Notice of disapproval shall be written and it shall set forth the reason or reasons for the disapproval. Notwithstanding Section 15 of Article XIII, no request for approval, plans, materials, fees and specifications required by the Architectural Committee shall be deemed filed with a Committee until it is actually received, and all submissions to the Committee shall be made by certified mail, personal delivery, or other method specifically permitted by the Architectural Guidelines.

Section 6. Evidence of Committee's Approval. Any approval of any plans and specifications or other matter by the Architectural Committee given or made pursuant to the provisions of this Declaration which is evidenced by a certificate signed by the Chairperson and Secretary of said Committee shall be irrevocable and not subject to change by such Committee. Any such certificate may be conclusively relied upon by all parties including but not limited to any Owner, tenant or purchaser of any Lot or Residence, or of any interest therein; by any lender taking any Lot as security; and by any title insurance company. Any such certificate may be recorded by said Committee in the office of the County Recorder of said Maricopa County.

Section 7. Appeal. Any Owner whose architectural submission has been denied may appeal the decision to the Board in accordance with procedures to be established by the Board. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the decision of the Board shall govern.

Section 8. Fee. The Board may establish a reasonable processing and/or review fee to defray the costs of the Association and the Architectural Committee in considering any

requests for approvals submitted to it (including, but not limited to, the cost of an architect or engineer in those situations where the Architectural Committee determines that a review by an architect or engineer is necessary), which fee shall be paid at the time the request for approval is submitted.

ARTICLE XIII
MISCELLANEOUS

Section 1. **Enforcement; Cost of Enforcement.** The Association shall have the right (without obligation) to enforce, in any manner provided for in this Declaration and by law or in equity, including, but not limited to, an action to obtain an injunction to compel removal of any improvements constructed in violation of this Declaration or to otherwise compel compliance with the covenants, conditions and restrictions set forth in the Community Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. Owners shall also have the right to enforce the covenants, conditions and restrictions set forth in the Community Documents except for the obligation to pay money to the Association. In the event the Association acts to enforce the Community Documents, regardless of whether suit is filed, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for all attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be an Individual Assessment secured by the Assessment Lien against said Owner's Lot or Parcel. If any lawsuit is filed by any Owner to enforce the provisions of the Community Documents or in any other manner arising out of the Community Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees incurred by the prevailing party in the action.

Section 2. **Notice of Violation.** The Association shall have the right to record a written notice of a violation by any Owner or occupant of any restriction or provision of the Community Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner; (ii) the legal description of the Lot against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Owner to cure the violation. Recordation of a Notice of Violation 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 the Community Documents. If, after the recordation of such notice, it is determined by the Association that the 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 the legal description of the Lot against which the Notice of Violation was recorded, the recording data of the Notice of Violation, and shall state that the

violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist.

Section 3. Waiver or Abandonment. The waiver of or failure to enforce any breach of violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of such restrictions, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation. No restriction contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such restriction.

Section 4. Term; Method of Termination. This Declaration, as amended from time to time, shall continue in full force and effect in perpetuity unless this Declaration is terminated. This Declaration may be terminated at any time if Owners holding seventy-five percent (75%) of the Memberships approve the termination in writing. If the necessary approvals are obtained, the Board shall cause to be recorded with the County Recorder of Maricopa County, Arizona, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles. Any Association funds remaining following such termination and dissolution shall be distributed in accordance with the Arizona non-profit corporation act.

Section 5. Amendments. Any amendment to this Declaration must be approved by the Board. This Declaration may be amended by recording with the County Recorder of Maricopa County, Arizona, a Certificate of Amendment, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided hereafter, shall certify that at a meeting duly called and held for this purpose pursuant to the provisions of the Articles and Bylaws, the Members casting seventy-five percent (75%) of the votes cast at the meeting voted affirmatively for the adoption of the amendment. The Declaration may be amended with respect to all or any portion of the Lots and Parcels covered hereby. In addition, the Board may amend the Declaration without a vote of the Members, solely to cause the Declaration to comply with the law. A Tract Declaration may be amended in the same manner as this Declaration, with the approval of sixty-seven percent (67%) of the votes attributable to the Owners of all Lots and Parcels subject to the Tract Declaration. Any amendment to a Tract Declaration must also be approved by the Board.

Section 6. Interpretation of the Covenants. Except for judicial construction, the Association, by its Board of Directors, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration.

Section 7. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 8. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 9. References to the Covenants in Deeds. Deeds or any instruments affecting any part of Kingswood Parke may contain reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 10. Guests and Tenants. Each Owner shall, to the extent permitted by Arizona law, be responsible for compliance by his agents, tenants, lessees, guests, invitees, licensees and their respective agents and employees with the provisions of this Declaration and the Rules. An Owner's failure to ensure compliance by such persons shall be grounds for the same action available to the Association or any other Owner by reason of such Owner's own noncompliance.

Section 11. Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in, or imposed by, the Community Documents shall be joint and several.

Section 12. Conflicts. In the case of any conflict between this Declaration and the Articles of Incorporation, Bylaws, or Rules, this Declaration shall control.

Section 13. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 14. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 15. Notices. Any written notice or other document relating to or required by the Declaration may be delivered either personally, by mail or by any electronic method recognized and permitted by law. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed (a) if to the Association, Board of Directors and/or Architectural Committee, at the address of the Association set forth in the notice recorded in the Maricopa County, Arizona Recorder or (b) if to an Owner, to the address of the Owner's Lot or to any other address last furnished by an Owner to the Association for the purpose of notice; provided, however, that any such address may be changed from time to time. 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 16. Eminent Domain. The term "taking" as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Area, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards made or to be made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a total or partial taking, the Board may, in its sole discretion, retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Owners and all holders in liens and encumbrances, as their interest may appear of record, at a uniform rate per Membership.

Section 17. Attorneys' Fees in Administrative Proceedings. In the event the Association incurs legal expenses and costs, including, but not limited to, attorney's fees, in bringing claims against Owners or defending claims brought by Owners in an administrative action or proceeding, including but not limited to, proceedings before an Administrative Law Judge, and any appeal thereof, the Association shall be entitled to recover its attorney's fees and costs from the Owner involved in the administrative proceeding if the Association is the prevailing party in such action, and the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Lot(s) involved in the action.

CERTIFICATION

IN WITNESS WHEREOF, the President of the Association hereby certifies that the provisions contained with this second amended and restated Declaration have been approved by the required percentage of Members.

DATED this 21 day of NOVEMBER, 2014.

KINGSWOOD PARKE COMMUNITY ASSOCIATION,
an Arizona non-profit corporation

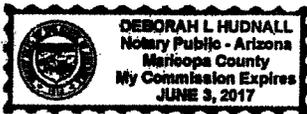
By Richard W McLamb
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 21 day of November, 2014, before me personally appeared Richard W McLamb, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



ATTEST

IN WITNESS WHEREOF, the Secretary of the Association hereby attests to this second amended and restated Declaration.

DATED this 21 day of November, 2014.

KINGSWOOD PARKE COMMUNITY ASSOCIATION,
an Arizona non-profit corporation

By William L. Lewis
Its: Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 21 day of November, 2014, before me personally appeared William Lewis whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Deborah L. Hudnall
Notary Public

Notary Seal:

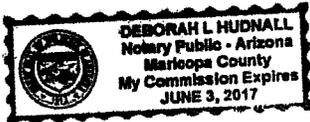


EXHIBIT "A"
LEGAL DESCRIPTION FOR
KINGSWOOD PARKE

That part of the Southeast quarter of Section 31, and that part of Section 32, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 32;

thence, North 89 degrees 01 minutes 00 seconds West, along the South line of said Section 31, a distance of 86.36 feet;

thence, North 00 degrees 59 minutes 00 seconds East, 65.00 feet to the TRUE POINT OF BEGINNING;

thence, North 45 degrees 49 minutes 36 seconds East, 29.62 feet;

thence, North 00 degrees 40 minutes 12 seconds East, 163.64 feet to the beginning of a tangent curve of 3015.00 foot radius, concave Southeasterly;

thence, Northeasterly, along said curve, through a central angle of 11 degrees 54 minutes 54 seconds, a distance of 626.98 feet to a point on the West line of said Section 32;

thence, continuing Northeasterly, along said curve, through a central angle of 28 degrees 35 minutes 06 seconds, a distance of 1504.19 feet to the beginning of a tangent compound curve of 4415.00 foot radius, concave Southeasterly;

thence, Northeasterly, along said curve, through a central angle of 30 degrees 00 minutes 00 seconds, a distance of 2311.69 feet;

thence, North 71 degrees 10 minutes 12 seconds East, 950.00 feet to the beginning of a tangent curve of 2435.00 foot radius, concave Northwesterly;

thence, Northeasterly, along said curve, through a central angle of 27 degrees 04 minutes 33 seconds, a distance of 1150.69 feet;

thence, North 44 degrees 05 minutes 38 seconds East, 1107.32 feet to a point on the North line of said Section 32;

thence, South 88 degrees 59 minutes 02 seconds East, along the North line of said Section 32, a distance of 88.99 feet to the Northeast corner of said Section 32;

thence, South 00 degrees 20 minutes 00 seconds West, along the East line of said Section 32, a distance of 2637.08 feet to the East quarter corner of said Section 32;

thence, South 00 degrees 20 minutes 25 seconds West, along the East line of said Section 32, a distance of 2571.42 feet to a point on a line which is parallel to and 65.00 feet Northerly, as measured at right angles, from the South line of said Section 32;

thence, North 89 degrees 01 minutes 12 seconds West, along said parallel line, 5272.53 feet to a point on the West line of said Section 32;

thence, North 89 degrees 01 minutes 00 seconds West, along a line which is parallel to and 65.00 feet Northerly, as measured at right angles, from the South line of said Section 31, a distance of 86.00 feet to the TRUE POINT OF BEGINNING; and

Except that part of the Southeast quarter of Section 32, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 32;

thence North 00 degrees 20 minutes 25 seconds East, along the East line of said Section 32, a distance of 399.63 feet to the beginning of a non-tangent curve of 533.00 foot radius whose center bears South 70 degrees 04 minutes 22 seconds West, said point being the TRUE POINT OF BEGINNING;

thence Northwesterly, along said curve, through a central angle of 23 degrees 51 minutes 38 seconds, a distance of 221.97 feet;

thence North 46 degrees 12 minutes 44 seconds East, 163.59 feet to a point on the East line of said Section 32;

thence South 00 degrees 20 minutes 25 seconds West, along said East line, 300.38 feet to the TRUE POINT OF BEGINNING; and

EXCEPT that part of the Southeast quarter of Section 32, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 32;

thence North 00 degrees 20 minutes 25 seconds East, along the East line of said Section 32, a distance of 700.01 feet to the TRUE POINT OF BEGINNING;

thence South 46 degrees 12 minutes 44 seconds West, 4.18 feet to a point on a line which is parallel to and 3.00 feet Westerly, as measured at right angles, from the East line of said Section 32;

thence North 00 degrees 20 minutes 25 seconds East, along said parallel line, a distance of 18.94 feet to the beginning of a tangent curve of 36.50 foot radius, concave Southwesterly;

thence Northwesterly, along said curve, through a central angle of 84 degrees 46 minutes 34 seconds, a distance of 54.01 feet to the beginning of a tangent reverse curve of 156.50 foot radius, concave Northeasterly;

thence Northwesterly, along said curve, through a central angle of 48 degrees 41 minutes 39 seconds, a distance of 133.01 feet to the beginning of a tangent compound curve of 104.00 foot radius, concave Easterly;

thence Northerly, along said curve, through a central angle of 75 degrees 28 minutes 12 seconds, a distance of 136.99 feet to the beginning of a tangent compound curve of 208.00 foot radius, concave Southeasterly;

thence Northeasterly, along said curve, through a central angle of 33 degrees 56 minutes 28 seconds, a distance of 123.22 feet to the beginning of a tangent reverse curve of 57.00 foot radius, concave Northwesterly;

thence Northeasterly, along said curve, through a central angle of 73 degrees 19 minutes 45 seconds, a distance of 72.95 feet to a point on a line which is parallel to and 3.00 feet Westerly, as measured at right angles, from the East line of said Section 32;

thence North 00 degrees 20 minutes 25 seconds East, along said parallel line, a distance of 23.64 feet;

thence North 81 degrees 30 minutes 54 seconds, East 3.04 feet to a point on the East line of said Section 32;

thence South 00 degrees 20 minutes 25 seconds West, along said East line of said Section 32, a distance of 389.27 feet to the TRUE POINT OF BEGINNING; and

EXCEPT that part of the Southwest quarter of Section 32, Township 4 North, Range 1 West, described as follows:

COMMENCING at the Southwest corner of said Section 32;

thence South 89 degrees 01 minutes 12 seconds East, along the South line of said Section 32, a distance of 1359.94 feet;

thence North 00 degrees 58 minutes 48 seconds East, 86.00 feet to the TRUE POINT OF BEGINNING;

thence continuing North 00 degrees 58 minutes 48 seconds East, 132.07 feet to the beginning of a tangent curve of 985.00 foot radius concave Westerly;

thence Northwesterly along said curve, through a central angle of 24 degrees 04 minutes 54 seconds, a distance of 414.00 feet;

thence North 20 degrees 01 minutes 22 seconds East, 30.35 feet;

thence North 63 degrees 45 minutes 25 seconds East, 130.29 feet to the beginning of a tangent curve of 1117.00 foot radius concave Southeasterly;

thence Easterly, along said curve, through a central angle of 27 degrees 13 minutes 23 seconds, a distance of 530.72 feet;

thence South 89 degrees 01 minutes 12 seconds East, 226.18 feet to the beginning of a tangent curve of 1533.00 foot radius concave Northerly;

thence Easterly, along said curve, through a central angle of 09 degrees 26 minutes 27 seconds, a distance of 252.60 feet;

thence South 54 degrees 56 minutes 52 seconds East, 30.26 feet to a point on a 1033.00 foot radius non-tangent curve whose center bears North 78 degrees 22 minutes 33 seconds East;

thence Southeasterly, along said curve, through a central angle of 11 degrees 11 minutes 40 seconds, a distance of 201.83 feet;

thence South 22 degrees 49 minutes 07 seconds East, 175.13 feet to the beginning of a tangent curve of 667.00 foot radius concave Westerly;

thence Southerly, along said curve, through a central angle of 23 degrees 47 minutes 55 seconds, a distance of 277.05 feet;

thence South 00 degrees 58 minutes 48 seconds West, 129.00 feet;

thence South 45 degrees 58 minutes 48 seconds West, 29.70 feet to a point on a line which is parallel to and 65.00 feet Northerly, as measured at right angles, from the South line of said Section 32;

thence North 89 degrees 01 minutes 12 seconds West, along said parallel line, 1202.04 feet;

thence North 44 degrees 01 minutes 12 seconds West, 29.70 feet to the TRUE POINT OF BEGINNING; and

EXCEPT a parcel of land lying within the Southwest quarter of Section 32, Township 4 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section;

thence South 89 degrees 24 minutes 54 seconds East along the South line of said Section a distance of 64.65 feet;

thence North 00 degrees 35 minutes 03 seconds East 65.00 feet to the POINT OF BEGINNING, said point also being the intersection of the North right of way line of Bell Road and the Easterly right of way line of Reems Road;

thence North 00 degrees 16 minutes 42 seconds East along said Easterly right of way, as defined in 88-017966, of Official Records, Maricopa County Records, a distance of 185.35 feet to the beginning of a curve, concave Easterly, having a radius of 2885.00 feet;

thence Northerly along said right of way line 316.47 feet along the arc of said curve, through a central angle of 06 degrees 17 minutes 06 seconds;

thence departing said right of way line South 68 degrees 00 minutes 18 seconds East 250.00 feet;

thence South 89 degrees 24 minutes 57 seconds East along a line parallel with and 475.00 feet Northerly of the South line of said Section a distance of 667.20 feet;

thence North 60 degrees 00 minutes 20 seconds East 250.00 feet to a point on the Westerly right of way line of Brookside Lane, as dedicated in Book 319 of Maps, Page 23, Maricopa County Records, said point being on a non-tangent curve, concave Westerly, to which point a radial line bears North 65 degrees 27 minutes 56 seconds East;

thence Southeasterly 397.03 feet along the arc of said curve, and along said Westerly right of way line, having a radius of 905.00 feet, through a central angle of 25 degrees 08 minutes 09 seconds;

thence South 45 degrees 37 minutes 58 seconds West 29.72 feet (29.70 feet record plat) to the North right of way line of Bell Road;

thence North 89 degrees 24 minutes 57 seconds West along said North right of way line 1194.17 feet to the POINT OF BEGINNING.