

**C.O.P. Condominium Association**

17220 N Boswell Blvd Ste 140  
Sun City, AZ 85373

Attn: New Homeowner(s)

Pursuant to Arizona State Statutes, the Association is required to request that you read the following statement and acknowledge your receipt of this statement by signing below and returning this form to the management company within 14 days of receipt of this document. Please return signed acknowledgement to:

**Colby Management**  
**17220 N Boswell Blvd Ste 140**  
**Sun City, AZ 85373**

Thank you for your assistance in this matter.

I hereby acknowledge that the Declaration, Bylaws, and Rules of the Association constitute a Contract between the Association and me (the Purchaser). By signing this Statement, I acknowledge that I have read and understand the Association's Contract with me (the Purchaser). I also understand that as a matter of Arizona law, if I fail to pay my Association assessments, the Association may foreclose on my property.

Receipt Acknowledged by Purchaser(s)

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Purchaser's Signature

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Property Address Unit #/Lot #

Return completed forms with Title packet or  
COLBY MANAGEMENT  
17220 N. BOSWELL BLVD STE #140 SUN CITY, AZ 85373  
623-977-3860 / Fax 623-977-3577

**C.O.P. Condominium Association**  
**Buyer Information Sheet**

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Property Address, City, State, Zip Code

Property will be:

Owner Occupied    A Second Home    A Rental Unit (only if applicable to your community)

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Buyers(s) Name

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Buyers(s) Phone

Buyer(s) Email

**If you will be receiving mail at an address *other than the Property address* , please enter below:**

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Address, City, State, Zip Code

**Emergency Contact:**

Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Please Note: If this is a rental property, please provide renters information. If no renters at this time, please provide this information when property rents.**

Renter(s) Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Purchaser Acknowledgement**

The Purchaser is aware that the property is located within a Homeowners Association and is subject to the rules of the Association, Covenants, Conditions and Restrictions (CC&R's).

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**Buyer(s) Signature as listed on the Recorded Deed at Closing**

**Date**

AZ CORP COMMISSION  
OF THE STATE OF AZ  
FILED

Nov 20 11 01 AM '96

APPR. Sherry Stair  
DATE APRR 2-19-97 FILED  
TERM \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_

**ARTICLES OF INCORPORATION  
OF  
C.O.P. CONDOMINIUM ASSOCIATION**

Pursuant to Title 10, Chapter 5 of the Arizona Revised Statutes, the undersigned hereby adopt the following Articles of Incorporation. This also constitutes an election on the part of the Association to subject itself to the provisions of Title 33, Chapter 9 "Condominiums," of the Arizona Revised Statutes (hereinafter referred to as the "Condominium Act"), as the same may be amended or revised.

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**ARTICLE I - NAME**

The name of the Association shall be C.O.P. CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Association").

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**ARTICLE II - NONPROFIT CORPORATION**

The Association is organized as a nonprofit Association pursuant to Title 10, Chapter 5, of the Arizona Revised Statutes. The Association shall have no stock, and no dividends or pecuniary profits shall be declared or paid to its members, directors or officers. All income and earnings of the Association shall be used to further the purposes and objectives of the Association as set forth in ARTICLE IV. Nothing contained herein, however, shall prohibit payments by the Association to members, directors or officers as reasonable compensation or reimbursement for services rendered to the Association.

**ARTICLE III - PRINCIPAL PLACE OF BUSINESS**

The Association's principal place of business is located at 12611 Castle Rock Drive, Sun City West, Maricopa County, Arizona, 85375, but it may establish other places of business and other offices at such other places as the Board of Directors may from time to time determine.

**ARTICLE IV - PURPOSE, POWERS AND DUTIES**

The primary business and purpose of the Association is to serve as the "unit owners association" as that term is defined and used in the Condominium Act and as the "Association" as that term is defined and used in the Declaration of Restrictions recorded in Docket 13276, pages 1437-1445 (hereinafter referred to as the "Declaration") and property described as Lots 263 through 312, Tract H, SUN CITY WEST UNIT 11 according to the Plat of Record in the office of Maricopa County Recorder, State of Arizona, in Book 205 of Maps, at Page 50 thereof.

In furtherance of said purpose, the Association shall have the powers and shall perform the duties and obligations granted to and imposed upon it by the Declaration, the Bylaws and the Condominium Act. In addition, subject to the provisions of the Declaration, the Association shall have and may exercise any and all of the powers, rights and privileges now or hereafter granted to nonprofit Associations by Title 10, Chapter 5, of the Arizona Revised Statutes, as the same may be amended or revised.

**ARTICLE V - MEMBERSHIP AND VOTING RIGHTS**

The membership of the Association shall consist exclusively of all of the Owners of Units in the Project, as those terms are defined in the Declaration, or, following termination of the condominium, of all former unit owners entitled to distributions of proceeds under Section 33-1228, Arizona Revised Statutes, or their heirs, successors or assigns. the property, voting and other rights and privileges of members, and their liability for assessments and other charges, shall be as set forth in the Declaration, the Bylaws and the Condominium Act.

## ARTICLE VI - BOARD OF DIRECTORS

The control and management of the affairs of the Association shall be vested in a Board of Directors of not less than five (5) nor more than nine (9) persons. The names and addresses of the initial directors are follows:

Carl Nelson  
12611 Castle Rock Drive  
Sun City West, Arizona 85375

James Heig  
12526 Prospect Drive  
Sun City West, Arizona 85375

Joanne Cabaniss  
12514 Prospect Drive  
Sun City West, Arizona 85375

Forrest Uppling  
12724 Omega Drive  
Sun City West, Arizona 85375

Walter Flick  
12506 Prospect Drive  
Sun City West, Arizona 85375

Robert McAlear  
12614 Prospect Drive  
Sun City West, Arizona 85375

Marvin Mollgaard  
12523 Castle Rock Drive  
Sun City West, Arizona 85375

Thayer Soule  
12715 Castle Rock Drive  
Sun City West, Arizona 85375

Czeslaw Schmidt  
12610 Prospect Drive  
Sun City West, Arizona 85375

The Bylaws of the Association shall prescribe the terms of office and manner of election of directors.

## ARTICLE VII - OFFICERS

The affairs of the Association shall be administered by officers elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members of the Association, or at other meeting called for such purpose. The officers shall consist of a President, Vice-President, Secretary and Treasurer, each of which shall serve at the pleasure of the Board of Directors.

## ARTICLE VIII - INCORPORATORS

The names and addresses of the incorporators are:

Carl M. Nelson  
12611 Castle Rock Drive  
Sun City West, Arizona 85375

Joanne M. Cabaniss  
12514 Prospect Drive  
Sun City West, Arizona 85375

## ARTICLE IX - NO PERSONAL LIABILITY

The directors, officers and members of the Association shall not be individually liable for the Association's debts or other liabilities. The private property of such individuals shall be exempt from any corporate debts or liabilities. A director of the Association shall not be personally liable to the Association or its members, if any, for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Association or its members, if any, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 10-2326 or Section 10-2550 of the Arizona Revised Statutes, or (iv) for any transaction from which the director derived any improper personal benefit. If the Arizona Revised Statutes are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Arizona

Revised Statutes, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

#### ARTICLE X - INDEMNIFICATION

The Association shall indemnify any past or present Director, officer, committee member, employee or agent against expenses, including without limitation, attorneys' fees, judgments, fines and amounts incurred while acting within the scope of his or her authority as a Director, officer, committee member, employee or agent of the Association; provided that the board of Directors shall determine in good faith that such did not act, fail to act, or refuse to act, willfully or with gross negligence or with fraudulent or criminal intent with regard to the matters involved in this action.

#### ARTICLE XI - DISSOLUTION

No person shall possess any property right in or to the property or assets of the Association. Upon termination of the condominium in accordance with provisions of the Condominium Act, the Association may be dissolved as provided in the Bylaws. Upon dissolution, all assets remaining after payment of any outstanding liabilities shall be distributed as provided in the Condominium Act.

#### ARTICLE XII - FISCAL YEAR END

The Association shall have its fiscal year end on December 31st.

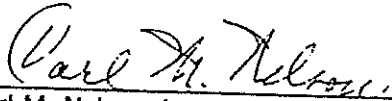
#### ARTICLE XIII - AMENDMENTS

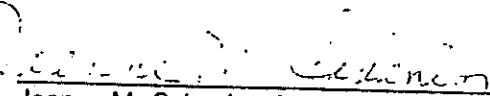
These Articles of Incorporation may be amended as provided in the Bylaws of the Association.

#### ARTICLE XIV - STATUTORY AGENT

This Association hereby appoints Carl Nelson, 12611 Castle Rock Drive, Sun City West, Arizona 85375, as its statutory agent. All notices and processes, including service of summons, may be served upon said statutory agent and, when so served, shall be lawful, personal service upon this Association. The Board of Directors may, at any time, appoint another agent for such purpose, and filing of such other appointment shall revoke this or any other previous appointment of such agent.

IN WITNESS WHEREOF, we, have executed these Articles of Incorporation this 27 day of Oct., 1996.

  
Carl M. Nelson, Incorporator

  
Joanne M. Cabaniss, Incorporator

#### CONSENT OF STATUTORY AGENT

The undersigned hereby certifies that consent is given to act as statutory agent for this Association.

  
Carl Nelson

Board Resolution  
of  
C.O.P Condominium Association

Whereas, for the bulk of its existence, the Association has had a standing committee known as the Gardening Committee; and

Whereas, the Board of Directors has concluded that the name of the committee does not accurately reflect the principal focus of the committee, which is the maintenance of and the planning for the common area and the plants and trees that are the responsibility of the Association; and

Whereas, the Board of Directors has accordingly concluded that a more appropriate name for the Gardening Committee is "Grounds Committee".

Now, therefore, the Board of Directors does hereby resolve that effective immediately, the Gardening Committee is hereby renamed the "Grounds Committee" and that all references to the "Gardening Committee" in any of the constituent documents of the Association (including the Rules and Regulations and Homeowner's Manual) are hereafter deemed to refer to the "Grounds Committee".

Adopted by the Board of Directors of C.O.P. Condominium Association, an Arizona nonprofit corporation, on the 23 day of March, 2016.

Attest:

  
Richard Landis, Secretary

**AMENDED AND RESTATED BYLAWS  
OF  
C.O.P. CONDOMINIUM ASSOCIATION  
AS ADOPTED ON MARCH 5, 2016 AND REFLECTING REVISIONS THEREOF  
ADOPTED ON FEBRUARY 24, 2018**

WHEREAS, C.O.P Condominium Association (the "Association") is an Arizona nonprofit corporation; and

WHEREAS, the Membership approved Amended and Restated Bylaws for the Association at the annual meeting of the Members of the Association held on March 5<sup>th</sup>; 2016; and

WHEREAS, the Membership approved certain modifications of the 2016 Amended and Restated Bylaws at the annual meeting of the Members of the Association held on February 24<sup>th</sup>, 2018; and

WHEREAS, an amended Bylaw adopted by the Association on February 24<sup>th</sup>, 2018, provides that the Secretary may from time to time incorporate amendments of the Bylaws into a revised set of Bylaws that reflects the then-current state of the Bylaws;

NOW THEREFORE, the undersigned, as Secretary of the Association, does hereby certify and confirm that the following constitute the Amended and Restated Bylaws of the Association as adopted by the Members of the Association at the annual meeting of the Members held on March 5, 2016, and as revised by the Members of the Association at the annual meeting of the Members held on February 24<sup>th</sup>, 2018:

**ARTICLE I  
NAME AND LOCATION OF ASSOCIATION**

Section 1.1 Names. The name of the Association is C.O.P. CONDOMINIUM ASSOCIATION.

Section 1.2 Principal Office. The principal office of the Association in the State of Arizona shall be the address of its President as duly elected and serving from time to time. The Association shall also appoint and maintain a statutory agent. The Association may change the location of its principal office and its statutory agent as the Board of Directors may determine or as the affairs of the Association may require.

**ARTICLE II  
REFERENCES**

Section 2.1 References to Declaration. References made herein to the "Declaration" shall be deemed to be references to that certain Declaration of Restrictions, Establishment of Board of Management, and Lien Rights for Lots 263 through 312, Tract H, Sun City West Unit 11,

recorded on November 14, 1978 in Docket 13276 on pages 1437 through 1445, as amended, in the office of the county recorder for Maricopa County, Arizona.

Section 2.2 Additional Definitions. As used herein, the following terms shall have the meanings set forth adjacent to them, which shall include their plural and singular forms:

"Governing Documents" means the Declaration, the Association's Articles of Incorporation, these Amended Bylaws and the Rules and Regulations.

"Lot" means a separately-designated and legally-described individual residential lot within the boundaries of the real property described in the Declaration.

"Person" means an individual, corporation, estate, partnership, or other legal entity or organization having legal rights and responsibilities separate from those of other entities or its owners or members.

"Member" means a Unit Owner in the Association.

"Unit" means the residential improvements on a Lot together with the undivided interest in the common elements that are appurtenant to that Unit.

"Unit Owner" means a Person who owns a Unit and who is thereby entitled to be a Member.

### ARTICLE III PURPOSE

Section 3.1 Purposes. The primary purpose of the Association is to serve as the governing body for the Unit Owners and to fulfill such obligations and exercise such rights as are granted by statute and the Association's Governing Documents, as now existing or as may later be amended.

### ARTICLE IV MEMBERSHIP

Section 4.1 Qualifications. Membership in the Association shall be limited to Unit Owners.

Section 4.2 Voting Rights. Subject to the provisions of Section 4.3, a Unit Owner shall be entitled to one (1) vote on each matter submitted to a vote of the Members. The vote attributable to each Unit must be cast as a whole; fractional votes shall not be allowed. In the event that a Unit is owned by two (2) or more Persons, the joint or common owners shall designate to the Association in writing one of their number who shall have the right to cast a vote with respect to such Unit. If multiple Persons own a Unit and are unable to agree upon how their vote should be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Unit, it will thereafter be conclusively presumed that he was acting with the authority and consent



of all other owners of the same Unit unless objection thereto is made at the time the vote is cast. In the event that more than one (1) vote is cast with respect to particular Unit, all such votes shall be deemed void. In the event that an Owner owns more than one (1) Unit, such Member shall be entitled, subject to the provisions of Section 4.3, to one (1) vote for each Unit owned.

Section 4.3 Good Standing. If a Member otherwise entitled to vote is delinquent in the payment of periodic or special assessments, fines, penalties, interest, late charges, transfer fees, refinance fees, costs of collection, lien fees, attorneys' fees or other monies owed to the Association or is not in compliance with the terms of the Association's Governing Documents or the Rules and Regulations of the Association (as such documents now exist or as may hereafter be amended), the Board of Directors may in its sole discretion certify that such Member is not in good standing and such Member's right to vote shall thereupon be suspended until the delinquency, breach, or violation is paid in full, cured, or corrected.

Section 4.4 Transfer of Membership. Membership in the Association is inextricably and irrevocably connected with ownership of a Unit and may not be transferred independently of such ownership.

## ARTICLE V MEETINGS OF MEMBERS

Section 5.1 Annual Meeting. An annual meeting of the Members of the Association shall be held between February 13 and March 16 of each year for the purpose of electing Directors and transacting such other business as may properly come before the meeting. Balloting at the annual meeting shall be conducted in accordance with the procedures set forth in Arizona Revised Statutes (A.R.S.) §33-1250.

Section 5.2 Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or upon a written request signed by Members holding ten percent of the total authorized votes in the Association. A special meeting requested by ten percent of the voting Members shall be held within twenty-five (25) days of the submission of such written request (unless the request itself allows for a greater time). Balloting at any special meeting of the Members shall be conducted in accordance with the procedures set forth in Arizona Revised Statutes (A.R.S.) §33-1250.

Section 5.3 Record Date. For any meeting of the Members, the Board of Directors may fix a date not more than fifty (50) days but no fewer than ten (10) days before the date of such meeting, as a record date for the determination of the Members of record entitled to vote at such meeting. If a record date has not been fixed in advance of a meeting as allowed herein, the time of commencement of the meeting shall be deemed to be the record date.

Section 5.4 Place of Meeting. Meetings of the Members shall be held in Maricopa County, Arizona, at a suitable place designated by the Board of Directors.

Section 5.5 Notice of Meetings. Written notice stating the place, day and hour of a meeting of Members shall be provided to all Members no fewer than fifteen (15) days nor more than fifty (50) days before the date of such meeting. Such notice shall be given by or at the direction of the Secretary or his assistant. Notice of a meeting shall be deemed to have been adequately delivered when (i) personally delivered to the Member, (ii) left with a person of suitable age and discretion at the Unit address; (iii) sent by e mail to the Member's e mail address as shown on the records of the Association; or (iv) deposited, postage prepaid, in the United States Mail and addressed to the Member at the last post-office address for that Member that appears on the records of the Association. In the case of special meetings, the purpose for which the special meeting is called shall be stated in the notice and no business shall be transacted at such special meeting except as stated in the notice.

Section 5.6 Quorum. Those Members present in person or by absentee ballot pursuant to Arizona Revised Statutes (A.R.S.) §33-1250 at a properly-noticed meeting of the Association and holding no fewer than fifty-one percent (51%) of the total votes of the Association or such smaller percentage as may be allowed by law from time to time, shall constitute a quorum at all such meetings of the Association.

Section 5.7 Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the Members present at a meeting at which a quorum is present shall be necessary for the adoption of such matter unless a greater proportion is required by statute, the Declaration or the Articles of Incorporation.

Section 5.8 Minutes. Minutes shall be taken at all meeting of Members. Copies of the minutes shall be made available for inspection at the office of the Association by Members and Directors at reasonable times.

Section 5.9 Noncumulative Voting. All voting shall be conducted and calculated on a noncumulative basis.

Section 5.10 Electronic Voting. A member may vote in person or by absentee ballot. In addition, the Board of Directors may on one or more occasions authorize Member voting by email or any other form of electronic delivery, so long as the electronically-submitted vote is printed or otherwise recorded in physical form by or on behalf of the Secretary of the Association after submission by the voting Member.

## ARTICLE VI BOARD OF DIRECTORS

Section 6.1 Powers and Duties. The affairs of the Association shall be managed by a Board of Directors. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things that are not required by the Governing Documents or statute to be exercised or done by the Members. In addition to the powers and duties granted and imposed by statute and the Governing Documents, the powers and duties of the Board of Directors shall include, but are not limited to, the power to:

- (A) Open bank accounts on behalf of the Association and designate the signatories thereon;
- (B) Accept such properties, improvements, rights, and interests as may be conveyed, leased, assigned, or transferred to the Association;
- (C) Maintain and otherwise manage all of the common area and all facilities, improvements, and landscaping thereon; pay all taxes and assessments, if any, which may properly be levied against the common area; repair, rehabilitate, and restore the common area; and insure the common area against such risks as the Board of Directors shall determine in accordance with the Governing Documents;
- (D) Own, maintain, manage, lease, sell or otherwise dispose of any personal and real property acquired by the Association in lieu of foreclosure or trustee's sale or through attachment, foreclosure, Sheriff's sale, Trustee's sale, tax sale, redemption or any other judicial, quasi-judicial, bankruptcy or regulatory action and all facilities, structures, buildings, fixtures, landscaping and other improvements located thereon; pay all taxes and assessments, if any, which may properly be levied against such property; repair, rehabilitate, and restore such property; and insure such property against such risks as the Board of Directors shall determine;
- (E) Purchase, lease, acquire, own, maintain, manage, sell or otherwise dispose of Association property; pay all taxes and assessments, if any, which may properly be levied against Association property; and insure against such risks as the Board of Directors shall determine;
- (F) Manage, maintain, repair and replace as necessary the lawn, trees and landscaping peripheral to the Units, but excluding fruit trees and any plantings in or on courtyards, porches and patios.
- (G) Do all things necessary to carry out and enforce the terms and provisions of the Governing Documents and to do all things and acts, including the payment of all maintenance, operating and other costs, which in the sole discretion of the Board of Directors shall be deemed to be in the best interest of the Members of the Association or for the peace, comfort, safety, or general welfare of the Members of the Association, all in accordance with the Governing Documents;
- (H) Enter into agreements with third parties authorizing such parties to carry on any activities which might legally be carried on by the Association and which yet may be delegated by the Association to third parties;
- (I) If deemed necessary, engage the services of a management company to assist the Board of Directors and Association officers with financial and technical matters, upon such terms as the Board of Directors may approve;

- (J) Eliminate or limit the liability of the Directors in the manner and to the extent allowed by statute;
- (K) Estimate the amount of the annual budget and provide the manner and time of assessing and collecting from the Unit Owners the Assessments provided for in the Governing Documents;
- (L) Consistent with the Governing Documents and applicable statutes, promulgate rules of conduct ("Rules and Regulations") pertaining to the use and occupancy of the Units and common areas and the personal conduct of the Members and their family members, guests, lessees and invitees therein and thereon;
- (M) Enforce, by legal action or otherwise, the terms and provisions of the Governing Documents and applicable statutes;
- (N) Establish and maintain working capital, reserve and contingency accounts in amounts to be determined by the Board of Directors;
- (O) Lend or invest its working capital and reserves with or without security;
- (P) Fix and collect fees, rates, rentals and other charges for the use of common areas, for the use of other property owned by the Association, and for services rendered by the Association;
- (Q) Obtain, for the benefit of the common area, all water and electric services, and grant easements when necessary for utilities through the common area;
- (R) Enter into agreements with the owners of property not within the Association's boundaries whereby such owners shall contribute to the payment of construction, maintenance and reconstruction expenses, taxes, insurance and other charges attributable to portions of the common areas which may directly or indirectly benefit such adjacent parcels;
- (S) Levy and collect Assessments as provided in the Declaration, in amounts sufficient to maintain the exteriors of the Units, except for the following, which are the responsibility of the Owners: concrete; hose spigots; water regulators; sewer lines; patios and patio-enclosures; canopies; windows; doors; roofs; vents; skylights; shingles; satellite dishes and antennae; heating and cooling systems; rain-gutter systems and other owner-added fixtures.
- (T) Establish, levy, collect and enforce by any lawful means a schedule of fines, penalties, transfer fees, refinance fees, administrative charges, late charges, interest, and costs of collection;

- (U) Do all other acts and things required by applicable law or statute or authorized in the Declaration but not explicitly set forth above;
- (V) In general do and perform such acts and things and transact such business in connection with the foregoing objects and purposes as may be necessary or appropriate.

Section 6.2 Number and Qualifications of Directors. The number of Directors of the Association shall be no fewer than five (5) and no more than nine (9). The members of the Board of Directors shall be elected by the Members from a slate of nominees presented to the membership by a nominating committee. The chairman of the nominating committee shall be appointed by the President and the chairman of the nominating committee shall in turn determine the size of the nominating committee and select the members of such committee. All Directors must be Members in good standing of the Association in accordance with the provisions of Section 4.3. If a Unit Owner is a corporation, partnership, limited liability company or trust, an officer, partner, member, trustee or beneficiary of such Unit Owner may serve as a Director. If a Director shall fail to meet the qualifications of good standing or Association membership at any time during that Director's term, he or she will thereupon cease to be a Director and his or her place on the Board shall be deemed vacant. No more than one Unit Owner or representative of an entity Unit Owner may be a Director or Committee Chairman at any one time, in any combination.

Section 6.3 Terms. Directors shall be elected to and shall serve staggered two-year terms as follows: One-half of the number of Directors (or as close to one-half as is possible if there are an uneven number of Directors) shall be elected for two-year terms at each annual meeting. All elections and appointments of Directors under these Amended Bylaws shall be made in such a manner as to preserve the staggered terms contemplated hereby.

Section 6.4 Regular Meetings. A regular annual meeting of the Board of Directors shall be held within thirty days after the annual meeting of Members. The Board of Directors may provide by resolution the time and place for additional regular meetings of the Board. Notice to Unit Owners of regular meetings of the Board of Directors shall be given at least forty-eight hours in advance of the meeting by newsletter, conspicuous posting or any other reasonable means as determined by the Board of Directors.

Section 6.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or by a majority of the voting Directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any convenient place and time as the place and time for holding any special meeting of the Board of Directors called by them. Notice to Unit Owners of special meetings of the Board of Directors shall be given at least forty-eight hours in advance of the meeting by newsletter, conspicuous posting or any other reasonable means as determined by the Board of Directors. The purpose of a special meeting of the Board shall be specified in the notice.

Section 6.6 Teleconference Meetings. Any one or more Directors may participate in a meeting of the Board of Directors by conference telephone or similar telecommunications device, by video conferencing (including Skype), or by any other recognized form of communication if a speakerphone is available in the meeting room that allows Board Members and Unit Owners to hear all parties who are speaking during the meeting. Participation in such meeting shall constitute presence in person at the meeting.

Section 6.7 Notice. Notice of any special meeting of the Board of Directors shall be given to Directors by written notice delivered personally or sent by U.S. mail to each Director at that Director's mailing address as shown on the records of the Association or sent by e mail to that Director's e mail address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States Mail in a sealed envelope so addressed, at least seven days prior to such special meeting. Notice by personal delivery or by e mail shall be deemed delivered when given at least forty-eight hours prior to such special meeting. Any Director may waive notice of any meeting. The participation of a Director at any meeting shall of itself constitute a waiver of notice of such meeting, except where a Director participates in a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 6.8 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time.

Section 6.9 Manner of Acting. Each Director shall have one vote. The act of a majority of the Directors present at a meeting at which a quorum was present at the beginning of the meeting shall be the act of the Board of Directors, unless a greater number is required by law.

Section 6.10 Attendance at Meetings. If any Director fails to attend three (3) or more successive meetings of the Board, including special meetings of which such Director has been given notice as provided in Section 6.7, or misses four (4) or more meetings out of six (6) successive meetings of the Board, including special meetings of which such Director has been given notice as provided in Section 6.7, such Director may, upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present, be removed as a Director. A Director who participates in a meeting by a recognized form of communication as recognized under Section 6.6, shall be deemed present at such meeting.

Section 6.11 Removal. Any single Director or all of the Directors may be removed in accordance with Arizona Revised Statutes (A.R.S.) § 33-1243. If a single Director or all of the Directors are removed pursuant to Arizona Revised Statutes (A.R.S.) § 33-1243, a successor may then and there be elected to fill the vacancy thereby created by a majority of the Members in attendance at the meeting. A Director so elected shall be elected for the full unexpired term of the Director removed. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting prior to the vote for removal.

Section 6.12 Vacancies. Except as provided in Section 6.11, any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum, at the next regular or special meeting of the Board. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 6.13 Compensation. Directors shall not receive any compensation for their services as such. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 6.14 Conflict of Interest. No director shall cast a vote in nor otherwise take part in the final deliberation in any matter in which he or she has a personal interest that may be seen as competing with the interest of the Association. Any director who believes that he or she may have such a conflict of interest shall so notify the Board prior to deliberation on the matter in question, and the Board shall make the final determination as to whether any director has a conflict of interest in such matter. The minutes of the Board shall reflect disclosure of any conflict of interest and the recusal of the interested director.

Section 6.15 Recording of Meetings. Members attending a meeting of the Board of Directors may tape-record or video-record those portions of the meeting that are open.

Section 6.16. Representative. Any Member who wishes to have a representative of such Member speak on the Member's behalf at a meeting of the Board of Directors, shall give the Board of Directors written notice of the name of such representative. Such notice must also contain a statement that such representative is authorized to speak on behalf of such Member. Such notice may not constitute a standing notice unless so requested and unless the Board of Directors agrees to recognize it as such.

## ARTICLE VII OFFICERS AND MANAGING AGENT

Section 7.1 Officers. The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer. The Board of Directors may elect or appoint such other assistants, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such assistants to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. All officers of the Association must be Members in good standing of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. An officer need not be a Director.

Section 7.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following the Annual Meeting of the Members. If the election of officers is not held at such meeting, such

election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

Section 7.3 Removal or Disqualification. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby. Any officer who ceases to be a Member of the Association or who ceases to be in good standing shall automatically cease to be an officer.

Section 7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 7.5 President. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, leases, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Declaration, these Bylaws or by statute to some other officer or agent of the Association. The President shall have the authority to execute, certify and record amendments to the Declaration on behalf of the Association, once such amendments have been properly adopted by the Members.

Section 7.6 Vice President. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be delegated or assigned by the President or by the Board of Directors.

Section 7.7 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Amended Bylaws; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be delegated or assigned by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give, at the Association's expense, a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 7.8 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Amended Bylaws or as required by law; be custodian of the Association records; keep a register of the post-office



addresses of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be delegated or assigned by the President or by the Board of Directors. The Secretary shall have continuous authority to from time to time incorporate all prior amendments of the Bylaws into a single unified set of then currently-effective Bylaws, such that the revised set cumulatively reflects a complete set of Bylaws in effect as of the effective date of such revision. The effective date of the last revision of the Bylaws shall be stated on each such revised set, and the Secretary may certify that such set is the complete set of Bylaws in effect as of such date.

Section 7.9 Assistant Treasurers and Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or Board of Directors. If required by the Board of Directors, the Assistant Treasurers shall give, at the Association's expense, bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

Section 7.10 Compensation. No officer shall receive any compensation from the Association for acting as such. However, any officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Nothing contained herein shall be construed to preclude an officer from serving the Association in any other capacity, and receiving compensation therefor.

Section 7.11 Managing Agent. The Board of Directors may hire a Managing Agent at a compensation established by the Board of Directors. The Managing Agent may be an employee of the Association, an independent professional management company, or an independent contractor. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may, but is not obligated to, delegate to the Managing Agent any of the powers granted to the Board of Directors or the officers of the Association by these Amended Bylaws. However, such Managing Agent shall be subject to the same limitations of authority as members of a Committee of the Board of Directors (Section 8.1) and in any event the following powers may not be delegated to the Managing Agent:

- (A) Adopt the annual budget, any amendment thereto or to levy Assessments;
- (B) Adopt, repeal or amend Association Rules and Regulations;
- (C) Designate signatories on Association bank accounts;
- (D) Borrow or lend money on behalf of the Association.

## ARTICLE VIII COMMITTEES

Section 8.1 Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the Directors in office, designate and appoint certain of its Directors to serve on standing or ad hoc committees created by the Board of Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of certain affairs of the Association. However, no such committee of Directors shall have the authority of the Board of Directors with respect to amending, altering or repealing these Amended Bylaws or any Rules and Regulations; electing, appointing or removing any member of any such committee or any Director or officer of the Association; amending the Articles of Incorporation; authorizing the sale, lease, exchange or mortgage of the property or other assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors unless the resolution by its terms provides that it may be amended, altered or repealed by such committee. The creation of any such committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed by the Declaration or by law.

Section 8.2 Committees of Unit Owners. The Board of Directors may establish an architectural-control committee, a grounds committee, and other standing or ad hoc committees from among willing Members, which committees may be formed and dissolved at the will of the Board of Directors. Such committees shall have no general management authority and may exercise only such limited powers as are specifically granted by the Board of Directors to accomplish such narrowly-defined tasks as are specified for that committee by the Board of Directors from time to time. Any architectural-control committee must have a Director as a committee member, and such Director must be the chairman of such architectural-control committee. The designation and appointment of any committee shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed by the Declaration or by law.

## ARTICLE IX NEGOTIABLE INSTRUMENTS AND SECURITIES

Section 9.1 Signatures on Checks, Etc. All checks, drafts, orders for payment of money, and negotiable instruments shall be signed by an officer or officers, employee or employees, or the Managing Agent of the Association as the Board of Directors may from time to time, by standing resolution or special order, prescribe.

Section 9.2 Signatures on Certificates and Securities. Endorsements or transfers of bonds or other securities will be signed by the president or any vice president and by the treasurer or an assistant treasurer or the secretary or an assistant secretary of the Association unless the Board of Directors prescribes otherwise.

Section 9.3 Securities. An officer or officers of the Association will from time to time be designated by the Board of Directors to have power to control and direct the disposition of any bonds or other securities or property of the Association deposited in the custody of any trust company, bank, or custodian.

## ARTICLE X FISCAL YEAR

Section 10.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

## ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. Except as otherwise provided by law, all notices required or permitted to be sent to the Board of Directors must be sent by first-class mail, postage prepaid, in care of the Manager or Managing Agent, or if there is no Manager or Managing agent, to the office of the Association as set forth herein, or to such other address as the Board may from time to time designate. Unless otherwise provided by law or elsewhere in these Amended Bylaws, all notices will be deemed to have been given when mailed, except a notice of change of address which notice will be deemed to have been given only when actually received.

Section 11.2 Waiver. No restriction, condition, obligation, or provision contained in these Amended Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

Section 11.3 Invalidity. If any provision or provisions of these Amended Bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these Amended Bylaws.

Section 11.4 Captions. Captions are inserted in these Amended Bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these Amended Bylaws or any provision thereof.

Section 11.5 Effect. These Amended Bylaws replace all bylaws which existed prior to the adoption of these Amended Bylaws.

Section 11.6 Amendment. These Amended Bylaws may be amended only by a majority vote of the Members, at a meeting of the Members held upon proper notice.

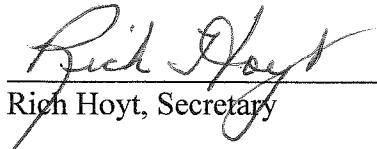
## ARTICLE XII CONFLICTS

Section 12.1 Conflicts. In case of a conflict between these Amended Bylaws and the Articles of Incorporation, the Articles shall control. In case of a conflict between these Amended Bylaws and the Declaration, the Declaration shall control. If any provision of these Amended

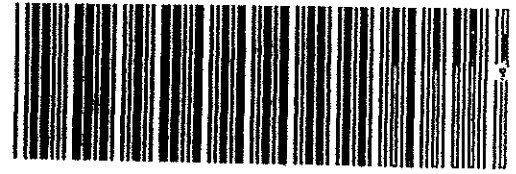
Bylaws is less restrictive than the Declaration or the Articles of Incorporation when dealing with the same subject, the more restrictive provisions of the Declaration and Articles of Incorporation shall be applicable in the same manner as if included in the provisions of these Amended Bylaws.

### **ARTICLE XIII DISSOLUTION**

Section 13.1 Dissolution. The Board of Directors may adopt a resolution recommending that the Association be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of the Members, which may be either an annual or a special meeting. Written notice stating that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the Association shall be given to each Member entitled to vote at such meeting of Members. A resolution to dissolve the Association may be adopted only by act of the Members.

  
\_\_\_\_\_  
Rich Hoyt, Secretary

When recorded return to;  
C.O.P. Condominium Assoc, Inc  
12514 Prospect Dr  
Sun City West, AZ 85375  
Att; Secretary



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2001-0222812 03/22/2001 11:51

JOANN 25 OF 25

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS** recorded in docket 13276 , page 1437-1445, LOTS 263 THROUGH 312, Tract H, Sun City West Unit 11 according to the Plat of Record in the office of Maricopa County Recorder, State of Arizona, in book 205 of Maps, at page 50,

**RESOLUTION AMENDING DECLARATION OF RESTRICTIONS;**

**RESOLVED** , that Section 19 of Declaration of Convents, Conditions and Restrictions, as amended shall be amended by deleting section 19 and thereof and by substituting the following;

“Section 19, Notwithstanding any provision herein to the contrary, no owner of a unit shall rent or lease such unit, provided that any owner renting or leasing a unit at the time of adoption of this provision may continue renting or leasing such unit, except that such right to continue the renting or leasing of the unit shall terminate on the March 1, 2004 or upon the first to occur of the following events; 1) Sale of the unit by the person(s) who are owner(s) the time of adoption of this provision. 2) death of the owners(s), 3) the owner(s) s of the date of adoption of this provision ceases to rent or lease the unit for more than three (3) consecutive months. Each owner of a unit that is being rented or leased as of the date of adoption of this provision shall provide the Board Of Management with documentation of each such existing tenancy within thirty (30) days of adoption of this provision, and thereafter with documentation of each new tenancy within thirty (30) days of commencement of each such tenancy. Such documentation shall include the names and telephone numbers of the tenants, the term of the tenancy, and confirmation that the age of at least one tenant must be fifty-five(55). It shall be the responsibility of the owner(s) to provide the tenants with current copies of the Declaration of Restrictions, Bylaws and Rules and Regulations and amendments thereto. The Board of Management may permit a unit

owner to lease his/her unit for a reasonable period of time whenever in its opinion, such action may be necessary or desirable to alleviate a hardship resulting from death, extended illness transfer or other similar cause."

### CERTIFICATION

The undersigned Chairman and Secretary of the C.O.P .Condominium Association, Inc does hereby certify that the following was adopted and approved by 70 % of the membership either in person or by proxy, on the 2 nd day of March, 2001.

*Carl M. Nelson*

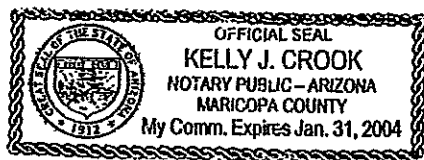
Carl M. Nelson, Chairman

*Joanne M. Cabaniss*

Joanne M. Cabaniss,  
Secretary

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

Subscribed and sworn to before me this 13 day of March,  
2001.



*Kelly Crook*  
Notary Public

DECLARATION OF RESTRICTIONS,  
ESTABLISHMENT OF BOARD OF MANAGEMENT,  
AND LIEN RIGHTS  
-----

PROP RSTR (PR)

KNOW ALL MEN BY THESE PRESENTS:

THAT ARIZONA TITLE INSURANCE & TRUST COMPANY, a corporation, as Trustee, being the owner of all the following described premises situated in Maricopa County, Arizona, to-wit:

Lots 263 through 312, Tract H, SUN CITY WEST UNIT 11 according to the Plat of Record in the office of Maricopa County Recorder, State of Arizona, in Book 205 of Maps, at Page 50 thereof.

and desiring to establish the nature of the use and enjoyment thereof, for the purposes of joint management among the grantees thereof, as to the units thereon and the surrounding premises and areas and other buildings, does hereby declare said property subject to the following expressed conditions and stipulations as to the use and enjoyment thereof, and as to the establishment of a perpetual lien for the enforcement thereof, as follows:

1. No buildings except multi family residential dwellings, storage buildings and carports for use in connection with such dwellings shall be erected, maintained, or permitted on said lots or portions thereof. No dwellings shall be used except as a multi-family dwelling. A multi-family residential dwelling shall consist of two or more residential units. No more than one (1) residential unit shall be erected, maintained, or permitted on any lot. No buildings or appurtenances thereto shall be erected, maintained, or permitted on any tract or portion thereof.
2. No building or appurtenance thereto shall be permitted to extend beyond the lot line of the lot on which such building or appurtenance is erected.
3. No house trailer, motor home, camper, or other recreational vehicle, and no temporary or permanent building of any nature detached from the dwellings shall be built, erected, placed, or maintained on said lots other than storage buildings and covered carports. No house trailer, motor home, camper or recreational vehicle shall be permitted to remain on any lot, or remain parked adjacent thereto, for a period in excess of forty-eight (48) hours.
4. No store, office, or other place of business of any kind or nature, and no hospital, sanatorium, or other place for the care or treatment of the physically or mentally ill, nor any theater, or other place of entertainment shall be erected or permitted upon said tracts, and no business of any kind or character whatsoever shall be conducted in or from the buildings located on said tracts or from said tracts.
5. No swine, horses, cows or other livestock, nor any pigeons, chickens, ducks, turkeys or other poultry shall ever be kept upon said lots or tracts.

6. No solid wall, fence or hedge shall be erected or maintained nearer to the front property line than the walls, attached open porch, carport, or balcony of the dwelling erected on said tract. No side or rear wall or fence, other than the wall of a building constructed on said tracts, shall be permitted to be more than six (6) feet in height. No hedge located on any portion of any lot or tract shall be permitted to be more than six (6) feet in height. Owners of units bordering a golf course shall not erect nor maintain a wall or fence of any nature with a greater height than six (6) feet within eighteen (18) feet of the rear property line, with any portion thereof in excess of three feet in height being limited to wrought iron construction with posts of concrete block or similar material. Landscaping shall be planned for any units bordering a golf course so as to avoid undue obstruction of the view of a golf course from said units. In the event a swimming pool is placed on a lot bordering a golf course, a six (6) foot fence may be constructed, however, any portion within twenty-five (25) feet of the rear property line must have all portions of the fence in excess of three (3) feet constructed of wrought iron with posts of concrete block or similar material.

7. No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on said tracts; provided, however, that a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained upon said tracts by any building contractor for the purpose of erecting and selling dwellings on said tracts, but such temporary structures shall be removed upon completion of construction or of selling of dwellings whichever later occurs.

8. All equipment, service yards, wood piles or storage piles shall be kept screened by adequate plantings so as to conceal them from view of neighboring lots, streets, or golf course property. All rubbish, trash and garbage shall be removed from the tract and will not be allowed to accumulate or be burned thereon. No outdoor clothes lines will be permitted.

9. Each residential unit shall be a separately designated and legally described freehold estate consisting of a parcel and the improvements thereon, and an undivided interest in the common elements of the tract of which said parcel shall be a part.

a. That, in order to promote and maintain efficiency and cooperation for the full enjoyment of any of the grantees of the units on the above property, a Board of Management be and the same is hereby established and created as follows:

b. The Board of Management shall consist of not less than three (3) Managers who shall choose a chairperson from among them.

c. The initial Board of Management shall consist of one (1) representative from each of the first three (3) residential units sold and transferred, who shall serve until sixty (60%) percent of the units on the above property have been sold, at which time such Board shall thereupon cause an election to be held among the owners of all the units. Thereafter, annual elections shall be held for the purpose of electing a Board of Management under such rules and regulations as shall be adopted by such Board or fifty-one (51%) percent of the owners of such units. The Managers so elected shall serve for a term of one (1) year without pay. The Managers shall have the right to substitute or appoint new members of the Board of Management from time to time in the event one or more of the Managers shall become unable or unwilling to continue to serve in such capacity, or is no longer a resident of said property.

d. For the purpose of voting, each unit shall constitute one voting unit, it being understood that the owners of each unit shall be entitled to one (1) vote among them, regardless of the number of grantees who may own such unit.



e. A majority vote of the Managers shall entitle said Board to carry out action on behalf of the owners of the units.

10. The "common elements" shall be defined as including, but not limited to, land not otherwise specifically conveyed with individual units, community and commercial facilities, if any, swimming pools, pumps, trees, pavements, streets, pipes, wires, conduits, and other public utility lines. No building shall be constructed on any part of the common elements, except common laundry facilities, storage buildings, and covered carports.

11. No exterior additions, or alterations to any building, nor changes in fences, hedges, walls and other structures including, but not limited to color thereof, shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, locations and approximate cost of same, shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the property by an architectural committee composed of the Board of Management, or by a representative designated by the Board of Management. The members of such committee shall not be entitled to compensation for services performed pursuant to this paragraph. No such additions or alterations shall be permitted by any owner until the Board of Management has been established.

12. The Board of Management shall have the following rights and powers:

a. To levy monthly assessments, payable in advance, against each residential unit.

b. To use and expend the assessments collected to maintain, care for and preserve the common elements, buildings, grounds and improvements (other than interior of the buildings).

c. To pay taxes and assessments levied and assessed against real property, and such equipment and tools, supplies, and other personal property as are owned by the Board of Management for the common benefit of all unit owners.

d. To pay for water, insurance, sewerage and other utilities and expenses as shall be designated by the Board.

e. To enter into and upon the units when necessary, and at as little inconvenience to the owners of the units concerned as possible, in connection with the duties of the Board outlined herein.

f. To repair and replace facilities, machinery and equipment as is necessary and convenient, in the discretion of the Board.

g. To provide for the construction of additional recreational and other common facilities, from time to time, as in their discretion appears to be in the best interest of the owners and the project. Any such construction, improvements or additions shall be authorized by a majority vote of the Board of Management at a duly called meeting at which a quorum is present.

h. To insure, and keep insured, all buildings and improvements on the property, and the owners thereof, against loss from fire or other casualty, and to purchase same and such other insurance as the Board may deem advisable. Such insurance may, at the discretion of the Board, be taken in the name of the Board for the benefit of all the unit owners, or in such other manner as the Board may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional assessment in proportionate amounts as to each unit to cover such deficiency.

i. To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from the owners of the units for violations of the covenants herein contained on the part of the owners to be performed, or for violation of the rules hereinafter referred to.

j. To protect and defend the property from loss and damage by suit or otherwise.

k. To employ and dismiss workmen, maids, janitors, gardeners, lawyers, accountants and any others necessary to carry out the rights and powers herein granted and to purchase supplies and equipment, to enter into contracts and generally to have the powers of an apartment house manager in connection with the matters hereinbefore set forth, except that the Board, nor any officer elected thereby, may not encumber or dispose of the interest of any owner except in order to satisfy a judgment against such owner for violation of the owner's covenants imposed by these restrictions.

l. To make reasonable rules and to amend the same from time to time, and such rules and amendments shall be binding upon the owners when the owners of a majority of the units have approved them in writing. A copy of such rules and all amendments shall be delivered to each unit.

m. To create an assessment fund into which the Board shall place all sums collected by assessments or otherwise, the assessment fund to be used and expended for the purposes herein set forth.

n. To render to the owners semi-annual statements of receipts and expenditures.

o. To appoint officers and agents to carry out the business of the Board.

p. To enter into or renew agreements with persons or firms to manage the units and carry out the rights and powers herein granted to the Board.

13. In the event any common area or common element (exclusive of any party wall), carport, common laundry facility, or storage facility is damaged or destroyed through the negligent or culpable act of an owner or any guests, agents, or members of his family, such owner does hereby irrevocably authorize the Board of Management to repair said damaged area or element, resident's unit, carport, or storage facility, and the Board shall so repair such said damaged area or element, unit, carport, or storage facility. The owner shall then repay the Board of Management in the amount actually expended for said repairs.

a. Each unit owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall become a lien upon said owner's residence unit and percentage ownership of the common elements and shall continue to be such lien until fully paid. The amount owed by said owner to the Board shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.

b. Each such owner, by his acceptance of a deed to a residence unit, which such deed shall recite that it is subject to the covenants, conditions and restrictions herein set forth in this instrument, hereby expressly vests in the Board or its agents the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such owner hereby expressly grants to the Board a power of sale in connection with said lien.

c. In the event of a dispute between an owner and the Board of Management with respect to the cause of damage or to the extent of repairs necessitated with respect to the cost thereof, then upon written request of the owner addressed to the Board, the matter shall be submitted to arbitration under such rules as may

from time to time be adopted by the Board. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Board and one chosen by the owner. These two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then selection of the third arbitrator shall be made by any Judge of the Superior Court of Maricopa County, Arizona. A determination by any two of the three arbitrators shall be binding upon the owner and the Board, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

14. There is hereby created on behalf of any bona fide utility or its designate, a blanket easement upon, across, over and under the above-described premises for ingress, egress, and for the purpose of replacing, repairing and maintaining all utilities, including but not limited to water and electricity. By virtue of this easement, it shall be expressly permitted for the providing electricity company to erect and maintain the necessary telephone poles and other necessary equipment on said property and to affix and maintain electrical wires, circuits, and conduits on, above, across and under the roofs and exterior walls of the residential units.

15. The responsibility for maintenance of electricity, plumbing and other utilities shall remain with the owners of the units in the same manner as is normal and customary with owners of single family residences.

16. Each lot and the common elements adjacent thereto shall be subject to an easement for encroachments, created by construction, settling and overhangs as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same shall remain so long as the structure shall or does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of the units agree that minor encroachments of parts of the adjacent residential units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

17. Del E. Webb Development Company shall collect a monthly assessment in an amount as estimated by it, from each purchaser of a residential unit beginning with the first month following scheduled closing and shall continue to collect such until a Board of Management is elected pursuant to Paragraph 9(c) hereof. The Del E. Webb Development Co. shall use said assessments which they collect for expenses incurred including but not limited to charges for insurance, water, sewer, and in some instances garden maintenance. Such collection and use shall be until there is sixty percent of the units sold.

18. That for the purpose of enforcing these presents, the Board of Management and its successors are hereby granted a lien against the interest of any grantee of any unit, his heirs, executors, administrators or assigns, to secure the faithful performance of each and every term and conditions set forth herein and in the event of non-performance or default by any such grantee, the lien against the interest of such grantee in said unit may be foreclosed by the Board of Management in the same manner as a realty mortgage and that any redemption thereafter shall, nevertheless, be subject to the lien herein created as to other or future events or non-performance or default; provided, however, it is specifically understood and agreed that any lien herein created or which at any time accrues by virtue of the provisions hereof, and the terms hereof, shall at all times be subordinate and inferior to the lien and the terms and conditions of any bona fide mortgage or deed of trust in which a lending institution is the lien holder, whether such mortgage or deed of trust be now in existence or be hereafter made and placed against all or any portion of the described premises and the improvements thereon. It is the intention that the lien herein created shall be secondary and subordinate to any such bona fide institutional mortgage lien or deed of trust regardless of the time such mortgage lien or deed of trust is placed of record.

19. That none of the said units shall be sold, leased or sublet, unless such sale, lease or subletting shall first be approved by the Board of Management or a representative thereof. The Board of Management shall be given notice in writing of any bona fide proposed sale, lease or sublease, including the gross sales price, lease or sublease terms, and shall at once deliver written notice thereof to the owner of each unit located on any portion of the above-described premises. The owners shall meet within fifteen (15) days after receiving such notice to approve or disapprove the same. In the event of disapproval, the Board of Management shall purchase, lease or sublease the same, as the case may be, on behalf of the disapproving owners of other units on the same terms and conditions as contained in the written notice of said proposed sale, lease or sublease. In the event the then owners shall neither approve nor disapprove the proposed sale, lease or sublease within the said fifteen (15) day period, the same shall be deemed to be approved.

The provisions of this paragraph numbered 19, shall not apply to or be enforceable by the Board of Management or any person, partnership, association, or corporation (a) with respect to a sale, transfer or conveyance of any parcel of the above-described premises to any person, partnership, association, or corporation by the undersigned or Del E. Webb Development Co. or pursuant to a judgment or foreclosure of a mortgage or deed of trust of record thereon by an institutional lender, or (b) where a proposed sale, transfer, conveyance or lease to any person, partnership, association or corporation by an institutional lender which has acquired title to any parcel of the above described premises by virtue of a foreclosure by it of a mortgage or deed of trust of record upon such parcel has been disapproved by said Board of Management and said Board of Management has failed during said fifteen (15) day period to purchase or lease the same, as the case may be, on the same terms and conditions under which said institutional lender proposes to sell, transfer, convey or lease the same.

20. That all dividing walls now or hereafter constructed between any two (2) units on the above property shall be considered party walls, and shall be deemed to belong to the respective common owners as tenants in common, and shall be used for the common purpose of the units separated thereby. The preservation and structural repair of any one of said party walls, except for interior decoration, shall be the joint duty and obligation of the persons using the particular party wall. No structural changes in any one of said party walls shall be undertaken

without the prior written consent and approval of the Board of Management and each of the users of the particular party wall.

a. In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such party wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

b. In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

c. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Board of Management, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Board of Management. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen, or if they cannot agree within five (5) days, then by any Judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two arbitrators shall be binding upon all parties involved in the subject dispute. The cost of arbitration shall be shared equally by the two owners involved in the dispute.

d. These covenants shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an owner.

21. The Sun City West Home Owners Association, or its successor, may, but shall not be obligated to, enforce these restrictions upon receipt of a written request from the owner or owners of one or more of the lots covered hereby. The Association shall have the right to enforce these restrictions in its own name on behalf of the owner or owners who submitted the request to the Association.

22. The holder of a mortgage or deed of trust of any residential unit is entitled to written notification from the Board of Management specified in Paragraph 9 hereof, of any default by the mortgagor of that residential unit in the performance of such mortgagor's obligations under this Declaration of Restrictions, or any other rules or regulations made pursuant thereto which are not cured within 30 days. Del E. Webb Development Co. further warrants that such a request for such notices has been made by Del E. Webb Development Co. to the Board of Management and has received no notice of such default which has not been cured prior to the delivery of such mortgages to the Federal Home Loan Mortgage Corporation.

23. Any holder of a mortgage which comes into possession of the residential unit covered by that mortgage or deed of trust pursuant to the remedies provided in the mortgage or deed of trust, foreclosure of the mortgage or deed of trust, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrued prior to the time such holder comes into possession of the residential unit (except for claims for a pro rata share of

such assessments or charges resulting from a pro rata reallocation of such assessments or charges, to all units including the mortgaged residential unit).

24. If any residential unit has a holder of a first mortgage or deed of trust pursuant thereto, said mortgagee shall have the right to examine the books and records of the Board of Management.

25. The Board of Management shall give notice to the Federal Home Loan Mortgage Corporation (in care of the servicer at the servicer's address) in writing of any loss to or taking of the common elements of the property described herein, if such loss or taking exceeds \$10,000.

26. The Board of Management shall provide a comprehensive policy of public liability covering all common areas and public ways. Such insurance shall contain a "Severability of Interest" which shall preclude the insurer from denying the claim of any residential unit owner provided herein because of the negligent acts of the Board of Management or other residential unit owner.

27. Each owner shall execute, and require successive owners to execute a Recreation Centers of Sun City West Recreation Agreement, and such shall be binding and inure to the assigns and successors of the owners.

28. No occupant of the premises shall be less than eighteen (18) years of age, and at least one occupant of the premises must be fifty (50) years of age or older.

29. The right of partition or to seek partition shall not be available to any person, partnership, association or corporation owning any interest of any kind whatsoever in and to all or any portion of the above-described premises.

30. Any and all prior restrictions on said property be and the same are hereby ratified, approved and confirmed.

The foregoing restrictions and covenants run with the land and shall be binding upon all persons owning any part or parcel of said real property therein, for a period of thirty (30) years following the date these restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. These restrictions and covenants may be amended in whole or in part at any time by a majority vote of the then owners of the lots covered hereby. However, Arizona Title & Trust Co., as Trustee of these restrictions herein, shall not substantively amend said restrictions without the prior review of the Maricopa County Planning and Zoning Commission. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, upon said lots or any part thereof. The violator of any provisions of these restrictions will pay all costs incurred in connection with any legal or court proceedings necessary to correct or prevent such violation. Should any of these restrictive covenants be invalidated by law, regulation or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants.

Should any of these restrictive covenants be invalidated by law, regulation or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants.

In the event any government ordinance or statute involving any matter herein contained is more restrictive than herein provided, such ordinance or statute shall govern. In the event such ordinance or statute is less restrictive than herein provided, these restrictions shall govern.

IN WITNESS WHEREOF, the Arizona Title Insurance & Trust Company, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its duly authorized officer, this 30 day of October, 1978.

ARIZONA TITLE INSURANCE & TRUST CO., a corporation

By [Signature]

STATE OF ARIZONA )  
County of Maricopa ) ss.

On this 30 day of October, 1978, before me the undersigned officer, appeared BARBARA CLAYTON and ASSISTANT SECRETARY and [Signature], respectively, OF ARIZONA TITLE INSURANCE & TRUST CO., a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by themselves as such officers.

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

[Signature]  
Notary Public

My commission expires:  
9-8-80

STATE OF ARIZONA }  
County of Maricopa } ss

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

[Signature]

NOV 14 1978 - 12 16

In District 13276

on page 1427-1445

Witness my hand and official seal the 14 day of October, 1978.

[Signature]  
County Recorder  
By [Signature]  
(Deputy Recorder)



C.O.P. CONDO ASSOCIATION  
HOMEOWNER'S MANUAL  
ON  
RULES AND REGULATIONS

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C.O.P. CONDO ASSOCIATION  
HOMEOWNER' S MANUAL  
ON  
RULES AND REGULATIONS

**PREAMBLE**

The purpose of the by-laws and rules is to reflect the rules and regulations that relate to the condominium living and to put into law the rules and regulations needed to keep C.O.P. a peaceful and compatible community in which to live.

Maricopa County restrictions supersede any by-law or regulations that C.O.P. may wish to include in their by-laws or rules. These by-laws and/or rules are to supplement, not replace, Maricopa County, Sun City West, Arizona restrictions.

**1. RESPONSIBILITY OF THE OWNER**

In accordance with the Maricopa county restrictions, C.O.P. is operated by a Homeowner Association of which each home-owner is automatically a member. The individual owner is responsible for the maintenance of the inside of his or her unit, including plumbing, electrical system, appliances of any description, including the heating and air-conditioning system, both on the exterior and any portion in the interior of the unit.

**2. PERMANENT RESIDENTS**

At least one permanent who resides and owns a condominium must be at least fifty-five (55) years of age.

**3. OWNERS**

- a. No more than three (3) permanent residents may reside in any one condominium at any time.
- b. Each owner shall be responsible for all accidents, damage and repairs within the confines of his or her unit.

**4. VEHICLE PARKING - amended March 2011**

Parking of vehicles on paved driveways is permitted, subject to restrictions contained in the Declaration of Restrictions dated Oct. 30, 1978, and Maricopa County Restrictions.

**5. PETS**

Only generally recognized household pets are permitted and shall not be allowed to make an unreasonable amount of noise or become a nuisance. The Maricopa County leash laws apply. (The owner is responsible to pick up all droppings.)

- a. Pets shall be limited to two (2) per unit
- b. Pets are permitted as long as they behave in such a manner as not to disturb or be offensive to neighbors in any way. Pets that become a nuisance can be required to be removed from the premises if the problem is not rectified.

- c. Any controversy over pets shall be decided by the Board of Management, on action required to settle controversy.
- d. Occupants owning pets shall assume full responsibility for personal injury or property damage caused by their pet.
- e. The Association and condo owners assume no liability for any claim or loss of any kind, arising from or growing out of an occupant's privilege of owning a pet.
- f. All pets must be on a leash when the owner is walking the pet. The owner must use a device to pick up all droppings.

## **6. GARDENING**

- a. Gardening in the common area is under the sole direction of the Board of Management.
- b. No changes or additions in the planting or arrangements may be made, with the exception of individual courts, without express written permission of the Board of Management. This does not apply to annuals.
- c. The following section is added for addition information: Specific rules on gardening are found in our condo document entitled "C.O.P. HOMEOWNER'S MANUAL ON GARDENING RESPONSIBILITIES". These rules were approved by the majority of homeowners at the annual meeting held on March 5, 1992. Items covered this document include" courtyard maintenance, timers, bushes, shade trees, citrus trees, painting of trees, tree wells, and patio or lanai enlargements.

## **7. WATER DAMAGE, was amended to read March 3, 2005**

Each owner shall be responsible for the deductible set by the board on an annual basis and subject to notice to the owners, for interior damage to his or her unit caused by roof or plumbing problems.

## **8. SELLING A CONDOMINIUM**

- a. All buyers must be provided by the seller or his agent with a copy of the Maricopa county Declaration of Restrictions.
- b. The Association will provide a copy of the by-laws and rules to each owner. Upon selling the unit, the seller will supply the new owner with a copy of the C.O.P. by-laws and rules.
- c. Each new owner must be provided with a copy of the rules by the seller (Refer to Maricopa County Restrictions, Page 6, Paragraph 19).

## **9. DAILY USE OF UNIT**

- a. No owner or resident shall use or permit his premises to be used for the purpose of conducting a business or profession therein.
- b. Each occupant must exercise due consideration at all hours in the operation of any radio, television, musical instrument and any other source of sound in his or her unit, so that the sound will not unreasonably or unnecessarily disturb other occupants.

## **10. SIGNS**

- a. One (1) sign will be permitted to be placed on the common area regarding sale of a unit by an owner.
- b. The size of the sign shall be of standard size.

#### **11. EMERGENCY ENTRANCE TO A UNIT**

In the case of an emergency, proper authorities will be allowed to enter the owner's unit with or without express permission of the owner.

#### **12. PENALTIES**

The Board of Management shall have the power to impose penalties or fine those owners who continuously disregard the rules and regulations as set down by the C.O.P. Condominium Association.

After due consideration, the Board of Management will decide on the type of penalty or fine after a reasonable warning is issued by the Board of Management. The owner has ten (10) days to appeal the decision of the Board of Management and can ask for a hearing.

#### **13. CHANGES, GARDEN OR ARCHITECTURAL**

All requests for garden or architectural changes must be submitted in writing accompanied by sketches or drawings before action will be taken.

#### **14. COMPLAINTS, SUGGESTIONS, PROBLEMS**

All complaints, suggestions and/or problems must be submitted, in writing, accompanied by sketches or drawings (if required) to the Board of Management before action will be taken.

#### **15. ROOFS**

C.O.P. Condominium Association is not responsible for maintenance or replacement of roofing. Emergency repairs, especially when the homeowner is absent from the property, will be handled by the Condo Management to the best of their ability and the entire cost will be paid by the homeowner.

#### **16. SEWER REPAIRS**

All repair costs of the sewer line from the interior of the homeowners unit to the front sidewalk, or to a point at which the utility company is responsible, shall be the responsibility of the homeowner. Emergency repair, especially when the homeowner is absent from the property, will be handled by the Condo Management to the best of their ability and the entire cost will be paid by the homeowner.

#### **17. HOUSE WATER LINE REPAIRS**

Repair costs of the exterior house water line are to be paid by the condo or homeowner, depending on the location. Cost of the repairs to the interior of the unit or below ground in the courtyard will be paid by the homeowner. Cost of repairs in the common area or below the driveway or sidewalk will be paid by the condo. Emergency repairs in the courtyard, especially when the homeowner is absent from the property, will be handled by the Condo Management to the best of their ability and the entire cost will be paid by the homeowner.

## **19. DRIVEWAY AND SIDEWALK (REPAIRS AND ALTERATIONS)**

Any cost for repair or alteration of the homeowner's driveway and/or sidewalk is to be paid by the homeowner.

In the case of decorative coatings, approval of the color of the coating must be obtained from the Condo architect or president prior to application of the coating. Brilliant colors such as brilliant blue, turquoise, etc. are not permitted. Coatings having a light, earth-tone colored pattern similar to those existing in the Condo are recommended so that the driveway or sidewalk blends with the surrounding area.

If approval is not obtained and the coating is objectionable to other homeowners, the Board of Management may require that the coating be changed at the homeowner's expense.

## **20. BOULEVARD TREES**

The Board of Directors has the continuous authority to determine the location and species of boulevard trees, including the authority to cause an existing tree to be removed if in the opinion of the Board such tree poses a risk of injury to person or property, including the possibility of spread of disease to other trees or plants. The Board is not obliged to replace every tree that is removed. However, upon replacement of a boulevard tree that is to be located in front of a unit, the Association shall pay for the cost of a 24-inch boxed tree and if the unit owner wishes a larger tree, the unit owner shall pay the difference in cost. Similarly, upon replacement of a boulevard tree that is to be located between two duplexes, the Association shall pay for the cost a 15-gallon tree and if the adjacent unit owners desire a larger tree, the adjacent unit owners shall bear the increased cost equally. If the Board of Directors has determined that more than one species of tree is suitable for a particular location, the affected unit owner(s) shall have the choice of tree from among those deemed suitable by the Board of Directors.

## **21. RENTING OR LEASING**

As of March 22, 2001, renting or leasing of units is no longer permissible. See First Amendment to Declaration of Restrictions.

## **22. REIMBURSEMENT FOR ELECTRIC USEAGE - added March 2011**

Effective January 1, 2011, the eleven units that have an irrigation control panel attached to the structure will be reimbursed \$24 annually to offset the individual electric cost associated with the operation of the control panel. The reimbursement will be made by check in December of each year. Should the unit be sold, reimbursement payment will be apportioned between the buyer and seller on a prorated basis.

## **REVISION RECORD**

All of the foregoing rules and regulations were adopted by a majority vote of members belonging to the C.O.P. Condominium Association.

REVISION RECORD

RULE

ADOPTED

1. Responsibilities of Owner      Nov 14, 1984
2. Permanent Residents    Nov 14, 1984
3. Owners                      Nov 14, 1984
4. Vehicle Parking    Mar 2, 2011
5. Pets                        Nov 14, 1984
6. Gardening            Nov 14, 1984
7. Water Damage    Nov 14, 1984
8. Selling a Condominium    Nov 14, 1984
9. Daily Use of Units      Nov 14, 1984
10. Signs                    Nov 14, 1984
11. Emergency Entrance to a Unit    Nov 14, 1984
12. Penalties              Nov 14, 1984
13. Changes, Garden or Architectural      Nov 14, 1984
14. Complaints, Suggestions, Problems      Nov 14, 1984
15. Roofs    Mar 5, 1992
16. Sewer Repairs    Mar 5, 1992
17. House Water Line Repairs      Mar 5, 1992
18. Mailbox Alterations    Mar 4, 1993
19. Driveway and Sidewalk Repair    Mar 4, 1993
20. Boulevard Trees      Mar 4, 1993      Revised Feb 24, 2018
21. Renting or Leasing      Mar 2, 2001
22. Reimbursement for Electric Usage      Mar 2, 2011

# **C.O.P. HOMEOWNER'S MANUAL ON GARDENING RESPONSIBILITIES**

## **INTRODUCTION**

The following information is presented to you to clarify your understanding of the gardening responsibilities. This information was written by the Gardening Committee and approved by our "Condo Board."

## **DOCUMENTS**

You should have the following documents in your possession for reference: (1) "Duplex and Garden Apartments. First Amendment to Declaration of Covenants, Conditions and Restrictions." (2) "C.O.P. Condominium Association By-Laws." (3) "C.O.P. Condominium Association Homeowner's Manual." In general, Condo rules and regulations are necessary for the common good and to provide an attractive environment for each homeowner and future homeowners.

## **COURTYARD AREA**

The front courtyard is your personal area and total responsibility. This includes pruning, tree and bush replacement, fertilizing and maintenance of your bubbler system. Except for emergencies or neglect by the homeowner, no work will be done in this area by the Gardener's workers or the Gardening Committee without your request. If you wish to have your bushes and/or trees pruned by our Gardener, contact the Gardening Committee so they can schedule the work with the Gardener's foreman. You are expected to negotiate the cost of the work with the worker, and pay him after completion of the work. The Committee can also give you references to other landscapers to do your courtyard work.

## **COMMON AREA**

Property outside of the courtyard, back patio, sidewalk and driveway is the Common Area. This includes side rock areas between the duplex units. Maintenance of the common area, except for the citrus trees and the cacti, is the responsibility of the Condo Board. Gardening in the common area is under the sole discretion of the Condo Board. Approval is needed before any major work is done by the homeowner. Major work includes bubbler extensions, citrus tree well enlargement and planting of additional trees or bushes. Obvious work that is encouraged and does not need approval includes weeding of rock area, checking water flow of bubblers, watering shade trees. Keep debris and other items, such as pails, boards and bricks off the rock areas.

## **CITRUS TREES**

Citrus trees in the common area are the responsibility of the individual homeowner. This includes watering, fertilizing, pruning, picking and removal or replacement if necessary. All citrus needs a 6 foot clearance to allow mowing of the grass under the tree. Picking must be done by April 30.

## **BUBBLER MAINTENANCE**

The homeowner should be able to adjust the bubblers, especially in the courtyard, so that sufficient but not excess water is provided for bushes and trees. For those unable to do this, please call a member of the Gardening Committee for assistance. Adjusting the bubbler is relatively simple. First tighten the cap and stem by turning clockwise until they are secure. When the system is on, adjust the water flow by slowly loosening the screw on the cap ( counter-clockwise, using a Phillip's screwdriver) for more water or tightening the screw (clockwise) for less water. Currently, the bubblers are on for about 7 minutes.

## **TIMERS**

Do not use the timer (Condo Property), unless you are authorized by the Condo Board.

## **BUSHES**

Dead bushes in the common area may be replaced by the Condo Board at their discretion . Your help in protecting bushes from frost damage would be appreciated.

## **EMERGENCIES**

Any bubbler or sprinkler emergency in you or your neighbor's courtyard or any common area should be reported to the Garden Committee as soon as possible. If the problem is in the courtyard it is your responsibility to get it repaired. We have about 1400 sprinklers and 750 bubblers in our Condo Association. The Gardening Committee relies on the homeowners to inform us of any malfunction they observe and we thank you for your observance of any water problems.

## **PATIO ENLARGEMENTS**

If you wish to modify your back patio or courtyard, first contact the Condo Board and your plan will be reviewed by the architectural committee and gardening committee.

## **VACATIONS**

If you are away be sure that you have someone water your citrus trees and any other plants requiring care. Also have someone observe for any malfunction of bubblers in your courtyard. If they will advise the Gardening Committee of any problems, the necessary repairs can be made and you will be billed for them.

BOARD APPROVAL DATE 11-09-09

Gardening Committee:

**Jim Agopsowicz - 474- 3006**

**Andy Jaramillo - 243-6755**

**C.O.P. Condominium Association**  
**(Castle Rock-Omega-Prospect)**

**Notice to Prospective Purchaser**

According to constituent documents of C.O.P. Condominium Association:

**RENTING**

Unit owners in C.O.P Condominium Association may not rent out their units.

**SHINGLES**

C.O.P. Condominium Association is not responsible for maintenance or replacement of shingles. Each owner in the C.O.P. Condominium is individually responsible for maintenance and replacement of the shingles on the owner's unit.