

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

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**WILL BE PICKED UP BY:
SUN CITY TITLE**

**FIRST AMENDMENT TO
SUBDIVISION DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT to Subdivision Declaration of Covenants, Conditions and Restrictions made on this 23rd day of October, 1995, by DEL WEBB HOME CONSTRUCTION INC., an Arizona corporation, and DEL WEBB COMMUNITIES, INC., an Arizona corporation, both hereinafter referred to as "Declarant."

WITNESSETH:

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

Lots 1 through 182, inclusive, of Sun City West Unit 58A, a subdivision recorded in Book 403 of Maps, Page 20, in the office of the Maricopa County, Arizona Recorder.

Said above-described real property shall hereinafter be referred to as the "Properties."

WHEREAS, Declarant did, on the 11th day of September, 1995, cause to be recorded in the office of Maricopa County, Arizona Recorder, as Instrument No. 95-0549952, a Subdivision Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration"), which Declaration states at Article XII, Section 5 that said Declaration may be amended by an instrument evidencing approval of the Amendment by Owners other than Declarant; and

WHEREAS, it is intended that the Declaration be amended as more specifically set forth below.

NOW THEREFORE, the Declaration shall be amended as follows:

ARTICLE II, Section 3 shall be deleted in its entirety and the following shall be substituted therefor:

Section 3. Wall Maintenance Easement. There exists a five foot (5') wide easement, as shown on the Subdivision Plat, for the limited purpose of maintenance and repair of perimeter fences and walls, if any, located on Lots. This easement affects Lots 1, 3 through 31, 33, 34, 40 and 41. The Owners of all Lots, including but not limited to the Lots referenced above, shall be responsible for maintaining and repairing the interior surfaces of fences or walls located on Owners' Lots adjacent to arterial streets, collector streets, adjacent subdivisions, Recreational Facilities or Common Areas. The Homeowners Association shall be responsible for providing maintenance and repair upon the exterior surfaces thereof.

ARTICLE II, Section 4 shall be deleted in its entirety and the following shall be substituted therefor:

Section 4. Wall Maintenance Easement and Landscape Easement. There exists a five foot (5') wide easement, as shown on the Subdivision Plat, for the limited purpose of maintenance of ground cover and all other landscaping located upon the area of the Properties between perimeter fences or walls on Lots and arterial or collector streets, and maintenance thereof shall be the responsibility of the Homeowners Association. This easement affects Lots 41 through 61. The Owners of Lots shall be responsible for maintaining and repairing the interior surfaces of fences or walls located on Owners' Lots adjacent to arterial streets, collector streets, adjacent subdivisions, Recreational Facilities or Common Areas. The Homeowners Association shall be responsible for providing maintenance and repair upon the exterior surfaces thereof.

IN WITNESS WHEREOF, Declarant has hereunto caused its name to be signed by the signatures of its duly authorized officials as of the day and year first above written.

DEL WEBB HOME CONSTRUCTION, INC.,
an Arizona corporation, Declarant

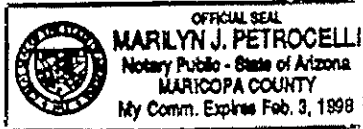
By: Mary S. Alexander
Mary S. Alexander
Its: Vice President and Secretary

STATE OF ARIZONA)
)ss.
County of Maricopa)

On this 23rd day of October, 1995, before me, a Notary Public, personally appeared Mary S. Alexander known to me to be the Vice President and Secretary of DEL WEBB HOME CONSTRUCTION, INC., an Arizona corporation, and that she executed the within instrument and acknowledged to me that such corporation executed the same.

My Commission Expires:

Marilyn J. Petrocelli
Notary Public



DEL WEBB COMMUNITIES, INC.,
an Arizona corporation, Declarant

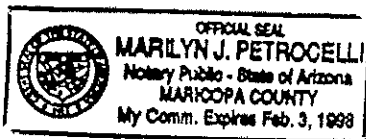
By: Mary S. Alexander
Mary S. Alexander
Its: Vice President and Secretary

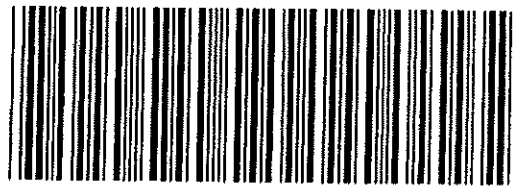
STATE OF ARIZONA)
)ss.
County of Maricopa)

On this 23rd day of October, 1995, before me, a Notary Public, personally appeared Mary S. Alexander known to me to be the Vice President and Secretary of DEL WEBB COMMUNITIES, INC., an Arizona corporation, and that she executed the within instrument and acknowledged to me that such corporation executed the same.

My Commission Expires:

Marilyn J. Petrocelli
Notary Public





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

95-0549952 09/11/95 02:33

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**WILL BE PICKED UP BY:
SUN CITY TITLE**

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

THIS SUBDIVISION DECLARATION, made on this 5th day of September, 1995, by DEL WEBB HOME CONSTRUCTION INC., an Arizona corporation, and DEL WEBB COMMUNITIES, INC., an Arizona corporation, both hereinafter referred to as "Declarant."

WITNESSETH:

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

Lots 1 through 182, inclusive and Tract "A", of Sun City West 58A, a subdivision recorded in Book 403 of Maps, Page 20, in the office of the Maricopa County, Arizona Recorder.

Said above-described real property shall hereinafter be referred to as the "Properties."

WHEREAS, Declarant did, on the 23rd day of February, 1993, cause to be recorded in the office of Maricopa County, Arizona Recorder, as Instrument No. 93-0105962, a Sun City West Declaration of Annexation and Covenants, Conditions and Restrictions and First Amendment thereto recorded the 7th day of April, 1993, as Instrument No. 93-0206299 (hereinafter, "Master Declaration") pertaining to certain specifically described property located within Maricopa County, Arizona as designated therein; and

WHEREAS, said Master Declaration is expressly applicable to such specific portions of Sun City West as are developed and subdivided into Lots and Parcels pursuant to the provisions of Article II thereof, and to the permanent improvements thereon; and

WHEREAS, Declarant is the owner of and desires, hereby, to subject the above-described Properties to said Master Declaration.

NOW, THEREFORE, Declarant declares that the aforesaid Properties, together with the permanent improvements thereon, are hereby subjected to the aforesaid Master Declaration and are henceforth to be considered part and parcel of the Project known as Sun City West as therein described; and Declarant, as owner of the Properties herein described, for and on behalf of its self, its trustees, personal representatives, successors and assigns, covenants and agrees that the Properties are subject to all of the provisions of the Master Declaration, including but not limited to the provisions for mandatory membership in Recreation Centers of Sun City West, Inc. and the Annual Membership Fees and Special Assessments imposed pursuant to said Master Declaration, and said Declarant shall be personally bound by all of the covenants set forth therein. Declarant further declares that said Master Declaration shall henceforth be applicable to and enforceable against the subject property and the Owners and occupants thereof, as set forth in said Master Declaration. Declarant further declares that this Subdivision Declaration and the Master Declaration are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of Sun City West and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of Sun City West and every part thereof.

FURTHER, Declarant hereby declares that in addition to the foregoing, all of the Properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Annual Homeowner Fee" or "Membership Fee" shall mean the charge levied and assessed each year against each Lot pursuant to Article VI of the Master Declaration.

Section 2. "Articles" shall mean the Articles of Incorporation of the Homeowners Association as the same may from time to time be amended or supplemented.

Section 3. "Design Review" shall mean the design review process established and administered by the Homeowners Association pursuant to Article IX of this Subdivision Declaration.

Section 4. "Board of Management" shall mean and refer to the governing body of the Homeowners Association.

Section 5. "Bylaws" shall mean the Bylaws of the Homeowners Association, as the same may from time to time be amended or supplemented.

Section 6. "Declarant" shall mean i) Del Webb Home Construction, Inc., an Arizona corporation, ii) Del Webb Communities, Inc., an Arizona corporation, and iii) any successors or assigns of Del Webb Home Construction, Inc., an Arizona corporation, but, for purposes of the foregoing, no individual, corporation, trust, partnership or other entity who or which has purchased property within the Project from Declarant, or whose title to such property is derived from a person who has purchased such property from Declarant, shall be deemed to be a successor or assign of Declarant, unless Declarant's rights have been specifically assigned by recorded instrument.

Section 7. "Declaration" or "Subdivision Declaration" shall mean this Subdivision Declaration of Covenants, Conditions and Restrictions as amended or supplemented from time to time.

Section 8. "Deed" shall mean a deed or other instrument conveying the fee simple title in a "Lot."

Section 9. "Developer" shall mean and refer to Del E Webb Development Co., L.P., a Delaware limited partnership, and its successors and assigns.

Section 10. "Dwelling Unit" shall mean and refer to a "Casita" home, including any appurtenant garage, constructed by Developer upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

Section 11. "Eligible First Mortgagees" shall mean those First Mortgagees who have requested that the Homeowners Association notify them of any proposed action which requires the consent of a specified percentage of Eligible First Mortgagees.

Section 12. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust, or other security instrument recorded in the office of the Clerk and Recorder of Maricopa County, Arizona, affecting any Lot and having priority of record over all other recorded liens except those governmental liens made superior by statute.

Section 13. "First Mortgagee" shall mean and refer to any bank, savings and loan association or insurance company, mortgage or other entity or individual named as a mortgagee or beneficiary under any First Mortgage or any successor holding the recorded interest of such person under such First Mortgage.

Section 14. "Government Mortgage Agency" shall mean the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guaranty, make or purchase mortgage loans.

Section 15. "Homeowners Association" shall mean and refer to the Sonora Homeowners Association, Inc., comprised of the Owners of Lots covered by this Subdivision Declaration, created pursuant to Article V of this Subdivision Declaration.

Section 16. "Landscape and Maintenance Easement" shall mean and refer to an easement upon the front and side yards of all Lots within this subdivision. The use and restrictions covering said easements are more specifically set forth in Article VII of this Subdivision Declaration. Said easement areas are to be maintained by the Homeowners Association as installed and caused to be landscaped by the Developer, except as otherwise provided in Article VIII, Section 3 herein.

Section 17. "Lot" shall mean and refer to the numbered residential Lot shown upon the recorded Subdivision Plat together with all appurtenances, improvements, and Dwelling Units now or hereafter built or placed thereon.

Section 18. "Maintenance Assessment" shall mean the charge levied and assessed each year against each Lot by the Homeowners Association pursuant to Article VI of this Subdivision Declaration.

Section 19. "Master Agreement" shall mean and refer to the Third Amended and Restated Master Agreement dated January 14, 1994, by and between Del E. Webb Development Co., L.P., a Delaware limited partnership and Recreation Centers of Sun City West, Inc., an Arizona non-profit corporation, as now in effect or duly adopted and amended, for so long as the same shall be in effect.

Section 20. "Master Association" shall mean and refer to Recreation Centers of Sun City West, Inc., an Arizona non-profit corporation.

Section 21. "Master Declaration" shall mean and refer to the Sun City West Declaration of Annexation and Covenants, Conditions, and Restrictions, which has been executed by Declarant and recorded in the office of the Maricopa County Recorder.

Section 22. "Member" shall mean and refer to each Owner, including the Declarant, of a Lot in the Properties, that is subject to assessment hereunder; membership in the Homeowners Association shall be appurtenant to, and may not be separated from ownership of a Lot.

Section 23. "Membership" shall mean a membership in the Homeowners Association and the rights granted to the Owners pursuant to Article V to participate in the Homeowners Association.

Section 24. "Occupant" shall mean any person, other than an Owner, legally in possession of a Lot.

Section 25. "Owner" shall mean the record holder of legal title to the fee simple interest in any Lot or Parcel including contract sellers, but excluding others who hold such title merely as security. In the case of Lots or Parcels, the fee simple title to which are vested of record in a trustee, legal title shall be deemed to be in the trustor. An Owner shall include any person who holds record title to a Lot or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or non-residential Lot.

Section 26. "Properties" shall mean and refer to that certain real property hereinbefore described as subject to this Subdivision Declaration.

Section 27. "Project" shall mean and refer to the entire development which is commonly known as Sun City West.

Section 28. "Recreational Facilities" and/or "Common Areas" shall mean all real property, including the improvements thereon, owned or planned to be conveyed to the Master Association for the common use and enjoyment of the Owners and managed in accordance with the Master Declaration.

Section 29. "Residence" shall mean a Dwelling Unit which is occupied by a Single Family.

Section 30. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Residence.

Section 31. "Special Assessment" shall mean any assessment levied and assessed pursuant to Article VI of this Subdivision Declaration or Article VI of the Master Declaration.

Section 32. "Subdivision Plat" shall mean the Sun City West - Unit 58A Subdivision Plat of the real estate subject to this Subdivision Declaration recorded in Book 403, Page 20, recorded at the Office of the Maricopa County Recorder.

Section 33. "PORA" shall mean and refer to Sun City West Property Owners and Residents Association, an Arizona non-profit corporation, its successors and assigns.

ARTICLE II

EASEMENTS

Section 1. Utility Easements. There is hereby created a blanket easement upon, across, over and under the Properties for utilities and the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, and cable television antenna systems, if any, provided that said easement shall be limited to public or private utilities providing utility services to the Properties or to the Project, and shall not extend across,

over, and/or under any Dwelling Unit located on any Lot. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Properties and to affix, repair and maintain water, sewer and gas pipes, electric, telephone and television wires, circuits, conduits and meters. Notwithstanding anything to the contrary contained in this section, no sewer, electric, water, or gas lines, or other utilities or service lines may be installed or relocated on the Properties except as initially planned and approved by Developer, or thereafter approved by Developer or the Declarant. This easement shall in no way affect any other recorded easements on the Properties. This easement shall be limited to improvements as originally constructed.

Section 2. Drainage Easement. There exists typical drainage easements being five (5) feet in width on each side of a side lot line on each Lot, and eight (8) feet in width along the rear of each Lot, the exact dimensions of which are shown on the final recorded plat of the subdivision. Such easements are for the limited purpose of providing incidental drainage of surface water from adjacent Lots with higher elevations. Owners of Lots are expressly prohibited from doing any site work or landscaping which would adversely impact or alter the grade or topography of each Lot in this easement area as initially developed by the Declarant. Any boundary fence or wall constructed within this easement must be built so as not to materially impede the drainage within the easement. This easement is provided for the express purpose of benefiting the drainage from each adjacent Lot within the subdivision.

Section 3. Wall Maintenance Easement. There exists a five foot (5') wide easement as shown on the Subdivision Plat for the limited purpose of maintenance and repair of perimeter fences and walls, if any, located on Lots. This easement affects Lots 1, 3 through 31, 33, 34 and 41. The Owners of all Lots, including but not limited to the Lots referenced above, shall be responsible for maintaining and repairing the interior surfaces of fences or walls located on Owners' Lots adjacent to arterial streets, collector streets, adjacent subdivisions, Recreational Facilities or Common Areas. The Homeowners Association shall be responsible for providing maintenance and repair upon the exterior surfaces thereof.

Section 4. Wall Maintenance Easement and Landscape Easement. There exists a five foot (5') wide easement, as shown on the Subdivision Plat, for the limited purpose of maintenance of ground cover and all other landscaping located upon the area of the Properties between perimeter fences or walls on Lots and arterial or collector streets. This easement affects Lots 41 through 61. The Owners of Lots shall be responsible for maintaining and repairing the interior surfaces of fences or walls located on Owners' Lots adjacent to arterial streets, collector streets, adjacent subdivisions, Recreational Facilities or Common Areas. The Homeowners Association shall be responsible for providing maintenance and repair upon the exterior surfaces thereof.

Section 5. Non-Vehicular Access Easement. There exists a one foot (1') easement, as shown on the Subdivision Plat. This one foot (1') easement affects Lots 41 through 70.

Section 6. Temporary Access Easement. There exists a temporary access easement as shown on the Subdivision Plat, for the limited purpose of temporary access to Lots. This easement affects Lot 20. The easement will be null and void upon completion of Deer Valley Drive and the interim County Road. Maintenance thereof shall be the responsibility of the Maricopa County Department of Transportation.

Section 7. Tracts. Tract "A", as shown on the Subdivision Plat, is a Public Utility and Drainage Easement designed to carry water from adjacent properties. Maintenance thereof will be assumed by the Master Association upon completion by Developer and conveyance of said Tract to the Master Association.

ARTICLE III

RIGHTS OF ENJOYMENT

Section 1. Waiver of Use. No Owner may exempt himself from personal liability for Maintenance Assessments or Special Assessments duly levied by the Homeowners Association, or release the Lot owned by him from the liens and charges thereof by abandonment of his Lot.

Section 2. Leasing Restrictions. All leases and rental agreements for individual Residences shall be in writing and specifically shall be subject to each and every requirement, covenant and condition of this Declaration, the Master Declaration, the Articles, Bylaws and duly adopted rules and regulations of the Association, and the Articles, Bylaws and duly adopted rules and regulations of the Homeowners Association.

Section 3. Freehold Estate. Each Lot shall be a separately designated and legally described freehold estate.

ARTICLE IV

AGE RESTRICTION

Each Dwelling Unit, if occupied, shall be occupied by at least one (1) person fifty-five (55) years of age or older, and no person under nineteen (19) years of age shall reside in any Dwelling Unit for more than ninety (90) days. Applicable Federal law requires that at least eighty percent (80%) of the Lots subject to this Subdivision Declaration be occupied by Single Families where at least one member of the Single Family is fifty-five (55) years of age or older. Maricopa County's determination that the Project meets the requirements of the Federal Law enables the County to administer and enforce the Senior Citizen Overlay Zoning District provisions contained within the Maricopa County Zoning Ordinance.

ARTICLE V**HOMEOWNERS ASSOCIATION; BOARD OF MANAGEMENT;
MAINTENANCE ASSESSMENT**

Section 1. Membership. Every Owner of a Lot shall be a member of the Sonora Homeowners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Each Owner is obligated to promptly, fully and faithfully comply with and conform to the Subdivision Declaration, Articles, Bylaws, and rules and regulations adopted from time to time by the Board of Management. When more than one person is an Owner of any one Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Non-titleholder occupants, including renters, shall not be members of the Homeowners Association.

Section 2. Purpose of the Association. The Homeowners Association will be an Arizona non-profit corporation, which will serve to promote and maintain efficiency and cooperation for the full enjoyment, use and maintenance of the Lots by the Owners as provided in this Subdivision Declaration, the Articles, Bylaws, and Homeowners Association rules and regulations.

Section 3. Board of Management, First Meeting of Members. The Homeowners Association shall be governed by a Board of Management which shall consist of not less than three (3) persons and no more than nine (9) persons who shall, with the exception of the initial Board of Management, each be an Owner of a Lot covered by this Subdivision Declaration. The initial Board of Management shall be appointed by Declarant in accordance with the Articles of Incorporation and Bylaws of the Homeowners Association. The initial Board of Management shall serve until the first meeting of the members of the Homeowners Association, which meeting shall be held within forty-five (45) days after the closing of the sale of fifty one percent (51%) of the Lots covered by this Subdivision Declaration, or ten (10) months after the closing of the sale of the first Lot, whichever first occurs, unless Developer determines that a quorum, as defined in the Bylaws, shall not be present, in which event the first meeting shall be held as soon thereafter as Developer determines that at least a quorum shall be present. Owner voting rights shall commence and the official Board of Management shall be elected at the first meeting.

Section 4. Rights and Powers of the Association. The Association, through its Board of Management, shall have the following rights and powers with respect to each Owner and the Landscape and Maintenance Easement area:

- (a) To levy monthly assessments, payable in advance, against each residential Lot.
- (b) To use and expend the monthly assessments collected to maintain, care for and preserve the Landscape and Maintenance Easement area.

- (c) To pay taxes and assessments levied and assessed against the Properties, equipment and tools, supplies, and other personal property owned by the Association for the common benefit of all Owners.
- (d) To pay for insurance, water, electricity and other utilities and expenses applicable to the Landscape and Maintenance Easement area.
- (e) To repair and replace common facilities, machinery and equipment, if any, as is necessary and convenient, in the discretion of the Board.
- (f) To contract for goods and/or services for the Properties, facilities and interests for the Association.
- (g) To reserve monies from the maintenance assessment to paint the exterior surfaces of Dwelling Units.
- (h) To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from the Owners for their violations of the covenants herein contained, or for violation of the Association rules hereinafter referred to.
- (i) To protect and defend the Properties from loss and damage by suit or otherwise.
- (j) To employ and dismiss workmen, maids, janitors, gardeners, lawyers, accountants and any other persons necessary to carry out the rights and powers herein granted, to purchase necessary supplies and equipment, to enter into contracts, and generally to have managerial powers in connection with the matters hereinabove set forth.
- (k) To make and enforce reasonable rules and to amend the same from time to time, which rules and amendments shall be binding upon the Owners after approval by a majority of such Owners by vote or written assent. Copies of such rules and all amendments thereto shall be delivered to all Owners.
- (l) To review, approve, or deny, Owners' requests for exterior changes to Lots, Dwelling Units and the Landscape and Maintenance Easement area. The Board of Management may appoint an architectural review committee which shall consist of Owners for this purpose.
- (m) To create an assessment fund into which the Board of Management shall place all sums collected by assessments or otherwise, the assessment fund to be used and expended for the purpose herein set forth.
- (n) To render to the Owners annual statements of receipts and expenditures.
- (o) To appoint officers and agents to carry out the business of the Association.

(p) To carry out such other duties and powers as are set forth in this Subdivision Declaration, the Articles, and the Bylaws of the Association.

Section 5. Initial Advisory Board of Owners. An Initial Advisory Board of Owners ("Advisory Board") shall be created and shall consist of three (3) Members appointed by Declarant from among the Owners of the Lots first conveyed in the Properties. The Advisory Board shall serve in an advisory capacity to the initial Board of Management and shall constitute a liaison between the initial Board of Management and the Owners. The Advisory Board shall serve until the first official meeting of the Association at which time it shall be dissolved and replaced by the Board of Management elected by the Owners at said meeting. The initial Board of Management shall educate the Advisory Board as to the management and operation of the Association in an effort to afford the Owners a smooth transition into self-governance of the Association at the time of the first meeting of the Members.

Section 6. Articles and Bylaws. The manner in which the Homeowners Association holds meetings and attends to other corporate formalities shall be controlled by the provisions of the Bylaws, the Articles and this Subdivision Declaration.

Section 7. Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, every director, officer, or committee member of the Homeowners Association shall be indemnified by the Homeowners Association. Every other person serving as an employee or direct agent of the Homeowners Association, or otherwise acting on behalf of, and at the request of, the Homeowners Association may in the discretion of the Board of Management be indemnified by the Homeowners Association.

Section 8. Damage by Owner. In the event that the need for maintenance or repair of any of the landscape improvements maintained by the Homeowners Association is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the Owner does hereby irrevocably authorize the Board of Management to repair said damaged area and the cost of such repair or maintenance shall be the personal obligation of the Owner. The Board shall so repair said damaged area and the culpable Owner shall then reimburse the Board of Management in the amount actually expended for said repairs, as follows:

(a) The amount owed by said Owner to the Board of Management shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Board of Management or its agents the right and power to bring all actions against such Owner for the collection of such charges.

(b) 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 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 the Board of Management and one chosen by the Owner. The two (2) arbitrators shall then choose a third arbitrator. If the two (2) arbitrators cannot agree as to the selection of the third arbitrator, then selection of the third arbitrator shall be made by the Justice of the Peace of the precinct in which Sun City West is located. A determination by any two (2) of the three (3) arbitrators shall be binding upon the Owner and the Board of Management. The Owner and the Board of Management shall share the cost of arbitration equally. In the event one (1) 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.

Section 9. Limits of Board Authority. The Board of Management of the Homeowners Association shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Homeowners Association residing in Members other than the Declarant:

- (a) Entering into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one (1) year with the following exceptions:
 - (i) If required, a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration.
 - (ii) A contract with a public utility company providing utility services to the Properties if the rates charged for the materials or services are regulated by a government agency provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.
 - (iii) Prepaid casualty and/or liability insurance policies not exceeding three (3) years duration provided that the policy permits short rate cancellation by the insured.

ARTICLE VI

COVENANT FOR MAINTENANCE AND SPECIAL ASSESSMENTS TO HOMEOWNERS ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by Declarant which is covered by this Subdivision Declaration, hereby covenants, and each Owner of a Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay to the Homeowners

Association: (a) Maintenance Assessments, and (b) Special Assessments, such assessments to be established and collected as provided herein and in the Bylaws.

Section 2. Purpose of Assessments. The Maintenance Assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety and welfare of its Members and to improve and maintain the Landscape and Maintenance Easement areas.

Section 3. Uniform Rate of Assessment; Use of Funds. Both Maintenance Assessments and, except as otherwise provided in the Bylaws, Special Assessments, must be fixed at a uniform rate for all Lots, and shall be collected on a monthly or other periodic basis, in advance, as determined by the Board of Management. The Board may not, without the prior vote or written consent of a majority of the Members of the Homeowners Association, impose a Maintenance Assessment per Lot which is more than twenty percent (20%) greater than the Maintenance Assessment per Lot for the immediately preceding fiscal year. All funds budgeted, allocated, assessed and collected for contingencies, deferred maintenance and replacement of capital improvements, and irrigation and landscaping facilities shall be designated for those specific purposes. Said funds shall then be used solely for that specific purpose for which said funds have been designated.

Section 4. Date of Commencement of Maintenance Assessments. The Maintenance Assessments provided for herein shall commence as to all Lots on the first day of the calendar month following the close of the first sale of a Lot within the Properties. Unofficial Document

The initial Board of Management shall collect a Maintenance Assessment from each purchaser of a Dwelling Unit in an amount determined by the Developer, beginning with the first day of the calendar month following each Dwelling Unit's scheduled closing and shall continue to collect such assessment until at least fifty-one percent (51%) of the Lots have been sold and transferred, or ten (10) months after the closing of the sale of the first Lot, whichever first occurs, and a Board of Management is elected pursuant to Article V, Section 3 hereof. Developer will pay a reduced monthly assessment amount for each vacant Lot owned by Declarant and each Lot which contains a completed and constructed Dwelling Unit that has not been conveyed to a buyer until conveyance of such Lots to buyers. Developer will pay a Maintenance Assessment for each vacant Lot and Dwelling Unit owned by Declarant that has not been conveyed, in an amount equal to thirty percent (30%) of the approved budgeted Maintenance Assessment commencing on the first closing of a Dwelling Unit with the properties. Developer shall use said Maintenance Assessments for the purposes described in Article VI, Section 2 above. Maintenance Assessments and assessments paid by Developer shall be used exclusively for expenses incurred in maintaining the yard landscaping, including but not limited to, charges for insurance, water, sewer and landscape maintenance.

Section 5. Special Assessments. In addition to the Maintenance Assessments, the Board of Management may levy, in any fiscal year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, unexpected repair or replacement of improvements or for capital improvements in or upon the Landscape and Maintenance Easement areas, or for any other purpose which the Board of Management deems appropriate; provided that in any fiscal year the aggregate of such Special Assessments shall not exceed five percent (5%) of the budgeted gross expenses of the Homeowners Association for said fiscal year without the assent of a majority of its Members, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of such meeting setting forth such purpose shall be given to all Members at least thirty (30) days in advance of such meeting. Any such Special Assessment shall be levied in the same manner as that prescribed for Maintenance Assessments.

Section 6. Effect of Non-Payment of Assessments, Lien and Power of Sale. The Maintenance and Special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made from the date of such assessment. Each assessment, together with interest, cost, and reasonable attorneys' fees, shall also be the personal obligation of the Owners of such Lots at the time when the assessment falls due. Any assessment not paid within thirty (30) days shall bear interest from the date imposed at the rate of fifteen percent (15%) per annum. The Homeowners Association may bring an action at law against the Owners personally obligated to pay the same, or foreclose the lien against the Lots, and such Owners hereby expressly grant to the Homeowners Association the power of sale in connection with said lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot(s).

Section 7. Subordination. The Maintenance and Special Assessment liens shall be subordinate to the lien of any First Mortgage. A sale or transfer of a Lot shall not affect a Maintenance or Special Assessment lien; provided, however, the transfer of a Lot as the result of the exercise of a power of sale or judicial foreclosure involving a default under a First Mortgage shall extinguish the lien only as to assessments which were due and payable prior to the transfer of the Lot. No transfer of the Lot as the result of a foreclosure or exercise of a power of sale under a First Mortgage shall relieve the new Owner, whether it be the former beneficiary of the First Mortgage or another person, from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Subordination of the Lien to Lien of Recreation Centers of Sun City West, Inc. The lien of the assessments provided for herein, including, without limitation any fees, costs, late charges, or interest which may be levied by the Association in connection with unpaid amounts, shall be subordinate to the lien of the Master Association, in accordance with the Master Declaration.

ARTICLE VII

LANDSCAPE AND MAINTENANCE EASEMENT

Section 1. Landscape Maintenance. The Homeowners Association shall provide landscape maintenance upon the front and side yards of each Lot as follows: trees, shrubs, ground cover, grass, irrigation, and all other landscaping located in the yards of each Lot. The Homeowners Association shall provide the water and power for irrigation controllers for yard landscaping.

Section 2. Exterior Unit Maintenance. The Homeowners Association shall provide exterior services to exterior surfaces to be painted with paint of the same finish, color, and hue as the original paint utilized by Developer in painting the same unless the Board of Management or Architectural Committee, if one has been created, authorizes the use of another color. Repair or replacement of roofs is expressly excluded from the exterior maintenance provided by the Homeowners Association.

Section 3. Maintenance of Fences. The Owners of Lots shall be responsible for maintaining the interior surfaces only of fences or walls on Lots located adjacent to arterial street, collector streets, adjacent subdivisions, Recreational Facilities or Common Areas, if any.

Section 4. Landscape and Maintenance Easement. The Homeowners Association shall have and is hereby granted a Landscape and Maintenance Easement across the front and side yards of each and every Lot for the limited purposes of watering, planting, cutting, removing and otherwise caring for the landscaping, and for the purpose of maintaining and repairing the water facilities used to water the landscaping on the Lots. Such maintenance shall include repair, replacement, and clearance of all water lines and sprinkler heads used for irrigation purposes. The Landscape and Maintenance Easement also shall be for the limited purposes of maintenance of the exterior of Dwelling Units, fences surrounding the rear yards of the Dwelling Units and improvements, and for maintaining the interior surfaces of fences, if any, located upon Lots bordering arterial streets, collector streets, adjacent subdivisions, the Recreational Facilities or Common Areas.

ARTICLE VIII

RESTRICTIONS AGAINST IMPROVEMENTS IN YARDS OF LOTS; EXCEPTIONS

Section 1. No Alteration of Landscaping. Each Owner fully understands that the landscaping within this subdivision is intended to remain substantially the same as initially installed and designed by Developer. In furtherance of this policy, each and every Owner expressly covenants and agrees that they shall take no action which will detrimentally impact the landscaping of the Lots, and that they shall not undertake any improvements, modifications, changes, additions or deletions to the landscaping of their Lot as originally installed by Developer without the express written permission of the Board of Management, or the initial Board of

Management if the Board of Management has not yet been elected, in accordance with Article V, Section 3 herein. The initial Board of Management shall not permit any such landscaping modifications of any nature whatsoever unless such modifications are recommended and approved by two-thirds (2/3) of the Advisory Board. Each Owner hereby covenants to report any landscaping problems or deficiencies to the Board of Management as soon as practicable.

Section 2. Walls and Fences. Each Owner covenants that it will not erect or cause to be constructed upon any Lot a wall or fence of any kind, and that no wall or fence shall be allowed upon any Lot other than a low wall (24" maximum height) constructed out of slump block or stucco over CMU block limited to the perimeter of the patio of the Dwelling Unit. This covenant and prohibition is made a part of this Subdivision Declaration in order to preserve the open and aesthetically pleasing appearance of the subdivision and to allow for the ease of landscape maintenance of the Lots.

Section 3. Exceptions. An Owner may petition the Board of Management, in writing, for permission to add to or alter the landscaping of his Lot at his sole cost and expense. The Board of Management may, but need not grant permission for any such changes in its absolute and unqualified discretion. Any Owner requesting such a change shall be responsible not only for the cost of implementing the change, but also for the ongoing cost of all maintenance associated with such change, including the watering thereof. Accordingly, any Owner-added changes must be installed on the Owner's own watering system and shall not be tied into the watering system of the Homeowners Association. The Homeowners Association shall not be responsible for any damage to or replacement of any such Owner installed plant material or other landscaping of any type.

Section 4. No Abatement of Fees. Each and every Owner hereby expressly covenants and understands that any changes, modifications, or additions to, or deletions of landscaping undertaken by an Owner will not result in any abatement or reduction in that Owner's Maintenance Assessment fee charged by the Association to each and every Owner for maintenance of landscaping, insurance and other expenses as authorized by this Subdivision Declaration.

ARTICLE IX

DESIGN REVIEW

All Lots shall be subject to a design review process conducted by the Board of Management of the Homeowners Association. No building, fence, wall, antenna, satellite dish, tower, awning, sign or any other structure of any kind or character shall be installed, constructed, placed or maintained upon any Lot (including the Landscape and Maintenance Easement area thereon), nor shall any exterior addition, change or alteration (including, but not limited to painting, decorating, planting, grading, drainage, awnings and exterior window treatments) be made to any Dwelling Unit, Lot or the Landscape and Maintenance Easement area thereon until plans and specifications showing the nature, kind, color, shape, height, materials, location and other

physical attributes of the same shall have been submitted to and approved in writing by the Board of Management. Maintenance and repair of exterior surfaces of Dwelling Units shall comply with Article IV of the Master Declaration. All new construction shall conform with requirements of and must be approved by the Maricopa County Building Department or any such similar administrative agency with jurisdiction over the subdivision which issues building permits for residential improvements.

The plans submitted to the Board of Management for review shall include a statement as to the impact of the construction upon the watering system and landscaping being maintained by the Homeowners Association, if any, and the steps to be taken to assure that the watering system and landscaping will be restored to good working condition following the completion of any such improvement. The Board of Management shall have no longer than thirty (30) days after the proper plans and specifications have been received by it to review the same, and to approve as submitted, conditionally approve or deny the same, in writing. In the event the Board of Management has not given its written approval, conditional approval or disapproval as specified herein, such approval shall not be required, and this Article will be deemed to have been fully complied with. The above notwithstanding, any and all modifications to landscaping on a Lot shall comply with and be subject to the terms of Articles VII and VIII hereof.

In the event the Board of Management has not yet been elected in accordance with Article V, Section 3 herein, all requests for design review and submittals shall be made to the initial Board of Management, which initial Board shall not approve or conditionally approve any modification(s) whatsoever without the recommendation and approval of two-thirds (2/3) of the Advisory Board. The restrictions contained in this Article shall not apply to the Developer or Declarant in any way.

ARTICLE X

INSURANCE

Section 1. The Homeowners Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available:

- (a) The Board of Management shall provide a comprehensive policy of public liability insurance covering the Homeowners Association's maintenance of the landscaping of the Lots.
- (b) In addition, the Homeowners Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including but not limited to personal liability insurance to protect directors and officers of the Homeowners Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Homeowners Association.

All such policies of insurance shall contain waivers of subrogation rights by the insurer against individual Owners and the Homeowners Association and waivers of any defense based on invalidity arising from any acts of the Board of Management or any Owners, and shall provide that the policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the insured, as well as to the First Mortgagees of any Lot. Duplicate originals of all policies and renewals thereof, together with proof of payment of premiums, shall be delivered to any First Mortgagee of any Lot upon written request. The insurance shall be carried in blanket forms naming the Homeowners Association, as the insured, as trustee and attorney in fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any such Owner's membership in the Homeowners Association, and ownership of a Dwelling Unit.

Section 2. Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Homeowners Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Homeowners Association policy, such policy shall be primary insurance not contributing with any of such other insurance. Such insurance shall contain a "Severability of Interest" clause which shall preclude the insurer from denying any claim of any Owner provided for herein because of the negligent acts of the Board of Management or other Owners.

Section 3. Other Insurance to be Maintained by Owners. Insurance coverage on the furnishings and all items of personal property belonging to an Owner and public liability insurance coverage upon each Lot shall be the responsibility of the Owner thereof.

Section 4. Annual Review of Insurance Policies. All insurance policies carried by the Homeowners Association shall be reviewed at least annually by the Board of Management to ascertain that the coverage provided by such policies adequately covers those risks insured by the Homeowners Association.

ARTICLE XI

FIRST MORTGAGES

Section 1. Member and First Mortgagee Approval. Notwithstanding anything to the contrary set forth elsewhere in this Subdivision Declaration, after the first meeting of the Members of the Homeowners Association pursuant to Article V, the Homeowners Association shall not, unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the votes of the membership and fifty-one percent (51%) of the votes of the Eligible First Mortgagees (based upon one vote for each First Mortgage owned), add or amend any material provisions of this Subdivision Declaration, the Articles of Incorporation, or Bylaws of the Homeowners Association, which establish, provide for, govern, or regulate any of the following: (a) voting; (b) assessments, assessment liens, or subordination of such liens; (c) insurance, including but not

limited to, fidelity bonds; (d) responsibility for maintenance and repair of any portion of the Properties; (e) expansion or contraction of the Properties or the addition, annexation, or withdrawal of property to or from the Properties; (f) boundaries of any Lot; (g) leasing of Lots or Dwellings Units constructed thereon; (h) imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his Lot; (i) any provisions which are for the express benefit of First Mortgagees, or insurers or guarantors of First Mortgages; (j) any decision to terminate professional management and assume self-management of the Homeowners Association, when professional management has previously been required by any First Mortgagee of a Lot or insurer guarantor of such a First Mortgage; (k) restoration or repair the Properties, or any portion thereof, including but not limited to improvements located thereon, after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Subdivision Declaration and the most recent plans and specifications for the Properties and the construction of improvements thereon; or (l) termination of the legal status of the Properties after substantial destruction or a substantial taking in condemnation of the Properties.

An amendment shall not be considered material if it is made for the purpose of correcting technical errors or for clarification.

The Homeowners Association shall not, unless it has obtained the prior written consent of at least sixty-seven percent (67%) of the votes of the membership and sixty-seven percent (67%) of the votes of the Eligible First Mortgagees (based upon one vote for each First Mortgage owned), terminate the legal status of a portion of the Properties as a planned unit development.

Section 2. Notice of Action. Upon written request to the Homeowners Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the Lot which is subject to such First Mortgage, each such First Mortgage of a Lot, or insurer or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Properties or any Lot subject to a First Mortgage held, insured, or guaranteed by such First Mortgagee, insurer, or guarantor of a First Mortgage.

(b) Any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured, or guaranteed by such First Mortgagee, insurer, or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation, or Bylaws of the Homeowners Association and the Board of Management of the Homeowners Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modifications of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of First Mortgagees as provided in this Article.

Section 3. Financial Statement. The Homeowners Association shall provide a financial statement for the immediately preceding fiscal year, free of charge to any First Mortgagee of a Lot, or any insurer or guarantor of such a First Mortgage, within a reasonable time after written request therefor by any such party.

Section 4. Books and Records. The Homeowners Association shall make available to Owners, First Mortgagees of Lots, and insurers or guarantors of any such First Mortgage, current copies of this Subdivision Declaration, and the Articles of Incorporation, Bylaws, rules and regulations, books, records, and financial statements of the Homeowners Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Subdivision Declaration, the Articles of Incorporation or Bylaws of the Homeowners Association shall be by any proceeding at law or in equity against any person(s) violating or attempting to violate any such provision to enjoin or restrain such violation or attempted violation or to recover damages or both, and the Homeowners Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings. In any such action, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto. Failure by the Homeowners Association or any Owner to enforce any provision of this Subdivision Declaration or the Articles or Bylaws of the Homeowners Association shall in no event be deemed a waiver of the right to do so thereafter. If after reasonable efforts the Homeowners Association is unable to obtain compliance, the Homeowners Association shall also have the right to seek enforcement by the Sun City West Property Owners and Residents Association ("PORA") or the Master Association.

The Sun City West Property Owners and Residents Association (PORA), or its successor may, but shall not be obligated to enforce the covenants, conditions and restrictions in this Subdivision Declaration upon receipt of a written request from the Homeowners Association or any Owners. The Master Association may, but shall not be obligated to enforce these restrictions, until such time as it accepts responsibility for deed restriction investigation and enforcement in accordance with the Master Association Bylaws. PORA or the Master Association shall have the right to enforce by any proceeding at law or in equity, all restrictions, covenants, reservations,

liens and charges now or hereinafter imposed by the provisions of this Subdivision Declaration in any court of appropriate jurisdiction and shall be entitled to any other appropriate relief including money damages, reasonable attorneys' fees and court costs. Failure by Recreation Centers, PORA to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict of Provisions. In case of any conflict between this Subdivision Declaration, the Articles of Incorporation or Bylaws of the Homeowners Association, this Subdivision Declaration shall control. In case of any conflict between the Articles and Bylaws of the Homeowners Association, the Master Declaration shall control.

Section 3. Rights of Declarant Incident to Construction Easement. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress over, in, upon, under, and across the Properties, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonable, necessary, or incidental to Declarant's constructions on the Properties; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or from that Owner's Lot. This easement shall terminate immediately upon completion of construction by Declarant of the last Dwelling Unit to be constructed upon the Properties.

Section 4. Terms; Method of Termination. This Subdivision Declaration shall be effective upon the date of recordation hereof, and, as amended from time to time, shall continue in full force and effect for a term of twenty-five (25) years from the date this Subdivision Declaration is recorded. From and after said date, this Subdivision Declaration, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate the Master Declaration by the then Owners of Lots within the Properties casting ninety percent (90%) of the total votes cast and election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. In the event there is an affirmative vote to terminate the Master Declaration as aforesated, this Subdivision Declaration shall likewise terminate in the same manner and pursuant to the same requirements as set forth in the Master Declaration.

Section 5. Amendments.

(a) No amendment of this Subdivision Declaration may be made which in any way conflicts with, abrogates or nullifies any of the provisions of the Master Declaration unless said Master Declaration is similarly amended.

(b) This Subdivision Declaration may be amended by an instrument evidencing approval in writing of the Amendment by 1) not less than sixty-seven percent (67%) of the total votes of the Owners, and 2) not less than fifty-one percent (51%) Owners other than Declarant, provided that there shall also be full compliance with all other provisions hereof.

(c) Any amendment pursuant to subsection (b) of this section shall be recorded with the County Recorder of Maricopa County, Arizona, along with a Certificate of Amendment certifying the percentage of the vote taken which authorize the amendment. The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided in subsection (d) below, shall certify that the applicable percentage of Owners of Lots covered by this Subdivision Declaration voted affirmatively for the adoption of the amendment. Notwithstanding the foregoing provisions, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision.

(d) Right of Amendment if Requested by Governmental Agency, Governmental Mortgage Agency or Federally Chartered Lending Institutions.

(i) Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Subdivision Declaration to such an extent and with such language as may be requested by Governmental Mortgage Agencies and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Subdivision Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s). Any such amendment shall be effected by the recordation, by Declarant, of a Certificate of Amendment duly signed by or on behalf of the authorized agents, or authorized officers of Declarant, as applicable, with their signatures acknowledged, specifying the Governmental Mortgage Agency, the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon all Lots covered by this Subdivision Declaration and all persons having an interest therein.

(ii) It is the desire of Declarant to maintain involvement in Sun City West via "Developer's Rights" described in Article V, Section 7 of the Master Declaration and contained within the Bylaws of the Association, during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this section deletes, diminishes or alters such involvement, Declarant shall have the right to prepare, provide for and adopt as an amendment hereto, other and different Developer involvement provisions. Except as provided in this subsection (d), Declarant shall not have any right to amend this Subdivision Declaration otherwise than in accordance with and pursuant to the provisions of this section.

Section 6. Severability. Any determination by any court of competent jurisdiction that any provision of this Subdivision Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 7. Rule Against Perpetuities. If any interest purported to be created by this Subdivision Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board of Recreation Centers of Sun City West, Inc., who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 8. References to the Covenants in Deeds. Deeds to and instruments affecting any Lot or Parcel or any part of Sun City West may contain the covenants herein set forth by reference to this Subdivision Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 9. Successors and Assigns of Declarant. Any reference in this Subdivision Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder.

Section 10. Gender and Number. Wherever the context of this Subdivision Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 11. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Subdivision Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 12. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Homeowners Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either hand-delivery, registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address or by overnight courier, and notices issued by certified or registered mail shall become effective seventy-two (72) hours follow-up deposit in the United States mail. All notices, demands, or other notices intended to be served upon the Board of Management of the Association or the Homeowners Association shall be sent by certified mail,