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RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

APR 13 1984 -4 30
BILL HENRY, COUNTY RECORDER
FEE 295.00 - PGS 28 D.L.

THIS DECLARATION, made on the date hereinafter set forth by SANDALWOOD ASSOCIATES LIMITED PARTNERSHIP, an Arizona limited partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

Lots 1 through 128 inclusive and Tracts A through O inclusive of Silvertree I, according to the plat of record in the Office of the County Recorder, Maricopa County, Arizona, recorded in Book 264 of Maps, page 19.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Annexation Property" shall mean the real property located in Maricopa County, Arizona, which is described in Article VIII of this Declaration together with all Improvements thereon and all easements, rights and appurtenances belonging thereto.

Section 2. "Association" shall mean and refer to "The Silvertree Homeowners Association", an Arizona non-profit corporation, its successors and assigns.

Section 3. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the owners. The Common Area to

be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Tracts A through O as shown on the plat of record in the Office of the County Recorder, Maricopa County, Arizona, recorded in Book 264 of Maps, page 19.

Section 4. "Declarant" shall mean and refer to Sandalwood Associates Limited Partnership, an Arizona limited partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 5. "Improvement" shall mean the buildings, carports, roads, driveways, parking areas, fences, walls, hedges, plantings, planted trees and shrubs and any and all structures and landscaping of any type and kind.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. "Visible From Neighboring Property" shall mean with respect to any given object that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II
PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Acknowledgment. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity acknowledges that property to the east of the Property and to the west of the Property carry horse and livestock privileges.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation,

the By-Laws for the Association and the Declaration. Neither the Articles nor the By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 1, 1988.

Section 4. The vote for each Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If an Owner or Owners casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same Lot. In the event more than one (1) vote is cast for a particular Lot,

none of said votes shall be counted and said votes shall be deemed void.

(a) Each member shall have such other rights, duties and obligations as set forth in the Articles of Incorporation and the By-Laws of the Association as they may be amended from time to time.

(b) The Association membership of each Owner of a Lot within the Property shall be appurtenant to said Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to the Owner's Lot or by transfer of the Lot wherein the Owner is a lessee with an option to purchase and then only to the transferee of ownership to such Lot or by intestate succession, testamentary disposition, foreclosure of a mortgage of records, exercise of a power of sale under a deed of trust or such other legal process as is now in effect or as may hereinafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, of the homes situated upon the Properties, of the Right-of-Way Area, of the Easement Area, and of the improvements situated or to be situated thereon, and to comply with all of the obligations of the Association hereunder, all in accordance with this Declaration and the Articles of Incorporation of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year without a vote of the membership by not more than (i) 5% above the maximum assessment for the previous year or (ii) the percentage increase between the Cost of Living Index last published immediately preceding January 1 of the preceding year and the Cost of Living Index last published immediately preceding January 1 of the year in which the change is effected. The index presently known as the "Metropolitan Phoenix Consumer Price Index (1977=100)" published by the Arizona State University Bureau of Business & Economic Research, is herein referred to as the "Cost of Living Index." In the event said index ceases to be published, the Board shall use a comparable index recommended as a substitute by the Bureau of Business & Economic Research or the United States Government.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the

increases authorized in the preceding paragraph by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association shall give written notice to such Owner requesting the performance of the necessary maintenance. If no action is taken by such Owner within ten (10) days, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents and employees to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of the exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to

cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty percent (30%) of all the votes of each class of membership. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant to another Owner who occupies said Lot; provided, however, the assessments as to Lots in annexed areas, if any, shall commence with respect to all Lots within each annexed area on the first day of the month following the conveyance of the first Lot therein by Declarant to another Owner who occupies said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to

pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Area or abandonment of his Lot.

(i) Enforcement by Suit. The Association may bring a suit at law against each Owner or Owners to enforce each such assessment obligation. Each Owner agrees that any judgment rendered in any such action shall include a sum for reasonable attorney's fees in such amount as the court may adjudge against the defaulting Owner, plus all court costs and necessary expenses and accounting fees incurred by the Association, plus interest on the amount of said assessment at the rate of twelve percent (12%) per annum from the date the assessment becomes delinquent until paid in full.

(ii) Enforcement by Lien. The Association may give notice to each Lot Owner whose assessment is due and unpaid by mailing to said Owner a copy of a Notice and Claim of Lien which shall state the following: (1) the last known name of the delinquent Owners; (2) the legal description and street address of the Lot against which claim of lien is made; (3) the amount claimed to be due and owing (with any proper offset allowed); (4) that the claim of lien is made by the Association pursuant to the terms of the Declaration; and (5) that a lien is claimed against the Lot in an amount equal to the amount of the stated delinquency. The Association may record a duly executed original or copy of such Notice and Claim of Lien and the lien claimed therein shall immediately attach and become effective as a lien upon the Lot against which such assessment was levied. Each default in payment of an assessment shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single Notice and Claim of Lien. The amount of the lien shall include the amount of all unpaid assessment, plus interest on the amount of the assessment at the rate of twelve percent (12%) per annum from the date the assessment becomes delinquent until paid in full, plus a lien charge to cover recording, legal and accounting expenses incident

thereto. The amount of said lien charge may be increased or decreased by the Board of Directors in its sole discretion. Any such lien may be foreclosed by appropriate action in court, or in the manner provided by law for the foreclosure of a realty mortgage, or the exercise of a power of sale in a trust deed, as elected by the Association, as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in its interest at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

(iii) Notification. The Association may notify all Owners of the names of all persons who have defaulted in the payment of any assessment when due and the amount thereof in the discretion of the Board of Directors.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

USE RESTRICTIONS

Permitted uses, conditions and restrictions for all of the Property covered by this Declaration shall be as follows:

Section 1. Single Family Residential Use. All of the Property shall be used, improved and devoted exclusively to single family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any portion of the Property. No structure whatever, other than one private single family residence, together with a private garage for not more than two (2) cars, shall be erected, placed or permitted to remain on any Lot.

No boat, truck, mobile home, trailer, camper or recreation vehicle shall be used as a living area while located on the Property. No dwelling house shall be erected on any Lot which shall have a floor area of less than 1,300 square feet, exclusive of open porches, carports, and garages.

Section 2. Animals. No animals, except a reasonable number of generally recognized house or yard pets, excluding poultry or livestock of any kind, shall be maintained on any portion of the Property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No such animal shall be allowed to make an unreasonable amount of noise or become a nuisance. Upon the written request of any Owner, the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any portion of the Property is reasonable. Any decision rendered by the Board of Directors shall be final.

Section 3. Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be created, used or maintained outdoors on any portion of the Property, whether

attached to a building or structure or otherwise, unless approved by the Board of Directors of the Association.

Section 4. Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, or lines, wires, or cables for use in conjunction with telephone, television or radio, shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in or on buildings or other structures approved by the Board of Directors of the Association. No provisions hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Board of Directors.

Section 5. Trucks, Boats, Campers, Trailers and Motor Vehicles. Except with the approval of the Board of Directors of the Association, no mobile home, boat, recreational vehicle, trailer of any kind, truck camper, or permanent tent or similar structure shall be kept, placed, or maintained, or constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any portion of the Property or on any street (public or private) within the Property, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Board of Directors of the Association. Except as provided above, only automobiles in operating condition shall be parked in the streets, front yards, carports or in any place or in any manner that will be visible from neighboring property.

Section 6. Garages. Garages shall be used for parking vehicles and storage purposes only and shall not be converted for living or recreational activities. Except as provided above, only automobiles in operating condition shall be parked in

uncovered parking areas. Garages shall be maintained in a clean and orderly condition and no exposed or uncontained junk, trash, garbage or other refuse shall be kept in a garage.

Section 7. Landscaping and Landscaping Maintenance. All front yard landscaping and landscaping upon portions which are visible from neighboring property shall be maintained by the homeowner in accordance with the standards of the existing landscaping plan. No substantial change of landscaping after installation pursuant to an approved plan may be made by the Owner of any Lot without the approval of the Board of Directors. Each Owner of a Lot within the Property shall at all times keep all shrubs, trees and plantings of every kind on his Lot neatly trimmed, properly cultivated, and free from trash, weeds, and other unsightly material. In the event an Owner of any Lot shall fail to maintain the landscaping in a manner satisfactory to the Board of Directors, the Association shall give written notice to such Owner requesting the performance of the necessary maintenance. If no action is taken by such Owner within ten (10) days, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, but not the obligation, through its agents and employees to enter upon said Lot and to provide necessary landscaping maintenance. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 8. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any portion of a Lot nor shall a Lot be used in whole or in part for the storage of any property or thing that will cause a Lot or any part thereof to appear in any unclean or untidy condition, or that will be unsightly, offensive, obnoxious or detrimental; nor shall any substance, thing or material be kept or used upon a Lot or any part thereof that will emit a foul, offensive or obnoxious odor or that will cause any noise that will or might disturb the

peace, quiet, comfort, serenity or tranquility of the occupants of the neighboring property. No nuisance of whatever kind or description shall be permitted to exist, or operate upon a Lot so as to be offensive, unsanitary, unsightly, or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any portion of a Lot. The Board of Directors of the Association in the exercise of its sole discretion, shall have the right to determine the existence of any nuisance whether described herein or not. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Property. Noise caused by improperly muffled motor vehicles will not be permitted. Construction machinery and equipment must be operated within the manufacturers' recommendations and specifications and only during reasonable working hours.

Section 9. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of the Property, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. Each owner of a Lot within the Property shall be responsible for meeting the requirements of governmental bodies concerning maintenance, modification or repair of any Lot or Improvements.

Section 10. Leasing. Nothing herein shall be deemed to prevent the leasing of an entire Lot with all Improvements thereon from time to time by the Owner thereof, subject to all of the provisions of the Declaration, provided the occupancy is only by the lessee and his family, its servants and guests. The Owner of a leased Lot shall provide a copy of the lease to the Board of Directors of the Association. No rooms may be rented, and no transient tenants may be accommodated.

Section 11. Repair of Buildings. No building or structure upon any portion of the Property shall be permitted to fall into disrepair, and each such building and structure shall at all

times be kept in good condition and repair and adequately painted or otherwise finished by the Owner.

Section 12. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Property except in covered containers of a type, size and style which are approved by the Board of Directors of the Association. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only for the shortest period of time reasonably necessary to effect such collection. The Board of Directors shall have the right, in its sole discretion, to require all Owners to subscribe to a trash collection service. All rubbish, trash, or garbage shall be removed from the Lots and shall not be maintained or used, and no rubbish, trash, garbage or debris shall be burned by open fire or incinerator or otherwise on any portion of the Property. —

Section 13. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any portion of the Property unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property.

Section 14. Encroachments. No tree, shrub or planting of any kind on any property shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of twelve (12) feet without the prior written approval of the Board of Directors of the Association.

Section 15. Right of Inspection. During reasonable hours, and after notice, except in the event of an emergency, Declarant, or any two (2) members of the Board of Directors of the Association or any authorized representative of Declarant or the Board of Directors shall have the right to enter upon and inspect any portion of the Property and the Improvements thereon for the purpose of ascertaining whether the provisions of this

Declaration have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 16. Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, sand, gravel, earth or any earth substance of any kind.

Section 17. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any portion of the Property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other Improvements.

Section 18. Diseases and Insects. No owner shall permit any thing or condition to exist upon any property within the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 19. Setback Requirements. Setback lines on any Lot shall comply with provisions of the zoning ordinance of the City of Phoenix or any variance granted from that ordinance.

Section 20. Fences. No chain link boundary fence, grape stake fence or other fence which fails to harmonize with the design of a single family residence shall be erected on the Property. Any fence put in the front yard of a Lot shall not exceed three (3) feet in height unless a variance is specifically given by the Board of Directors of the Association in the exercise of its sole discretion. No fence at any time shall exceed six (6) feet in height, except as approved by the Board of Directors.

Installation of a fence shall otherwise comply with the applicable ordinance of the City of Phoenix.

Section 21. Signs. No signs whatever (including, but not limited to, commercial, political or similar signs) which are visible from neighboring property shall be erected or maintained on the Property or any part thereof, except (1) such signs as may be required by legal proceedings; (2) not more than one (1) residential identification sign with a total face area not in

excess of eighty (80) square inches on each side; (3) one (1) sign advertising the Lot as for sale or rent, which sign shall not be larger than twenty-four (24) inches by thirty-six (36) inches and shall be made of metal or fibreboard and mounted on a single or double stake so that the bottom of the sign is not more than forty-eight (48) inches above ground level; (4) such other signs, the nature, number and location of which have been approved in writing by the Board of Directors of the Association; and (5) such signs, the number, type and size of which as may be approved from time to time by Declarant during the original development and sale of the Properties.

Section 22. Items Prohibited From Being Visible to Neighboring Property. In furtherance of and not in limitation of the requirements set forth elsewhere in this Declaration, the following shall not be erected, used, maintained or kept on any portion of the Property so as to be visible from neighboring property: clotheslines, pet facilities, playground equipment, pool filters, pool heaters, campers, trailers, boats, coaches, recreation vehicles, lawn and garden equipment, and storage tanks for water, gas, fuel oil, gasoline or oil. No exterior window covering shall be permitted, and visible interior window coverings must be attractive and aesthetically acceptable. Visible interior window coverings shall be installed within three (3) months of occupancy by an Owner or Lessee. Notwithstanding the foregoing the Board of Directors of the Association may permit exterior window coverings of a material, color and design which it in its sole discretion deems acceptable.

Section 23. Lights and Reflective Material; Solar Ray Panels and Solar Ray Collector Units.

(a) Spot lights or other lights which may reflect upon or cause glare to neighboring property will not be allowed. Foil or other light-reflective material may not be placed or maintained in the windows or glass areas of any structure erected on any portion of the Property. Other reflective articles, including reflective house sidings and roofing

material are prohibited unless erected and maintained as to not be visible from neighboring property.

(b) Notwithstanding the foregoing, the Board of Directors of the Association may in its sole discretion approve additional building materials which it deems aesthetically acceptable and which, considering the state of the industry were not reasonably contemplated by the Declarant.

Section 24. Roofs and Flashings. No light-reflective roofs are permitted to be constructed or maintained on any structure within the Property, and all roof materials, metal flashings, vents, gutters, down spouts, wires or pipes must be approved in advance by the Board of Directors of the Association and are required to be matched or coordinated with the wall color and texture. Changes in color or material of the roof after the structure is built must have the advance written approval of the Board of Directors of the Association.

Section 25. Water Company Exemption. Nothing contained in this Declaration shall be construed to apply to existing easements or activities of any water company servicing the area nor shall it prevent the future maintenance by any such water company or its agents of existing facilities or the erection and maintenance of new facilities or to prevent the carrying on of all reasonable activities of any such water company on the Property or any part thereof.

Section 26. Restriction of Further Subdivision. No Lot within the Property shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any Lot nor any easement therein shall be conveyed or transferred by any Owner. This provision shall not in any way limit Declarant from subdividing or separating into smaller lots or parcels any property owned by Declarant. This restriction shall not prevent the conveyance of a part of a Lot to the Owner of an adjacent Lot in such manner that thereafter the Lots owned by each shall not be less than the square feet required for the applicable zoning classification.

Section 27. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, trailers, improvements or signs necessary or convenient to the development, sale, operation or other disposition of Property or similar Property owned by the Declarant. Declarant is undertaking the work of constructing residential dwellings and incidental improvements upon the Lots included within the Property. The completion of that work and the sale, rental and other disposal of said residential units and similar residential units controlled by the Declarant is essential to the establishment and welfare of the Properties as a residential community. In order that the work may be completed and the Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing on the Properties or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representative from erecting, constructing and maintaining on the Properties, such structures and trailers as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant from maintaining such signs on the Property as may be necessary for the sale, lease or disposition thereof.

ARTICLE VI

RIGHT-OF-WAY AREA, EASEMENTS AND MAINTENANCE AREAS

Section 1: Right-of-Way Area. The term "Right-of-Way Area" as used herein shall mean that portion of the property upon which there is a duly recorded instrument describing a public right-of-way. To the extent an Owner is permitted to use any portion of the Right-of-Way Area, the provisions of this Declaration shall apply. Each Owner of a Lot lying adjacent to

the Right-of-Way Area shall use said Right-of-Way Area only in accordance with this Declaration and with the criteria therefor established by the Board of Directors of the Association and any laws applicable thereto. Each Owner of a Lot lying adjacent to the Right-of-Way Area shall at all times continuously maintain the Right-of-Way Area and all landscaping installed in or upon it, in good condition and repair at his expense and in accordance with the criteria established by the Board of Directors. If any Owner fails to comply with his obligation to provide maintenance hereunder, the Association shall have the right (but not the obligation) to make such repairs in the exercise of its sole discretion. The cost of such repairs and maintenance shall be added to and become part of the assessment to which such Owner is subject.

Section 2. Utility Easements. There is hereby created a blanket easement upon, across, over and under the above described Property for reasonable ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephone, electricity, television cable and communication lines and systems. By virtue of this easement it shall be expressly permissible for the providing electrical and/or telephone companies to erect and maintain the necessary equipment on said Property and to affix and maintain electrical and/or telephone wires, conduits and circuits on, above, across and under the Property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, television cable and communication lines and systems or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by the Board of Directors of the Association. In no event shall any portion of the above mentioned easement for utilities be placed on or installed under any permanent building or structure constructed thereon. This easement shall in no way affect any other recorded easement on the Property.

Section 3. Security and Maintenance Areas. In addition to the areas which may be maintained, improved and cared for by the Association pursuant to the Declaration, as herein amended, and for the general appearance and betterment or security of the Property, the Association shall have the authority and duty to improve and provide maintenance and care for such other areas or parcels of property (including without limitation, entryways to the Property and landscaped medians which may be constructed within the dedicated rights-of-way within the Property), and guard houses or security buildings and/or gates as may be designated by the Board of Directors of the Association in the exercise of its sole discretion, such areas being hereinafter referred to as "Security Areas" or "Maintenance Areas". The authority and duty provided for herein shall be subject to authorization as may be required by the City of Phoenix and shall be valid and binding notwithstanding that such Maintenance Areas or Security Areas may not be owned by the Association or by any Owner.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

PHASED DEVELOPMENT OF THE PROPERTY

Section 1. Annexation Property. The following described additional land (hereinafter referred to as "Annexation Property") may be annexed by the Declarant without the consent of the members within eight (8) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them:

That parcel of land situated in the Southeast quarter of Section 1, Township 3, North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Lots 25, 26, 27, 28 and that part of Lots 10, 11, 21, 22, 23 and 24, ROBIN HOOD ACRES, according to Book 56 of Maps, page 30, records of Maricopa County, Arizona, lying South of the following described line:

BEGINNING at the East quarter corner of said Section 1;

thence South $00^{\circ} 00' 06''$ East along the East line of said Section 1, a distance of 658.87 feet to the TRUE POINT OF BEGINNING;

thence South $89^{\circ} 59' 54''$ West, a distance of 300.00 feet;

thence Northwesterly along the arc of a curve concave right having a central angle of $09^{\circ} 18' 38''$ and a radius of 400.00 feet, a distance of 65.00 feet;

thence North $80^{\circ} 41' 28''$ West, a distance of 100.00 feet;

thence Northwesterly along the arc of a curve concave left having a central angle of $14^{\circ} 05' 21''$ and a radius of 1220.00 feet, a distance of 300.00 feet;

thence South $85^{\circ} 13' 11''$ West, a distance of 294.37 feet;

thence Southwesterly along the arc of a curve concave right having a central angle of $04^{\circ} 37' 29''$ and a radius of 675.00 feet, a distance of 54.48 feet;

thence South $89^{\circ} 50' 40''$ West, a distance of 208.88 feet to the POINT OF TERMINUS from which the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 1 bears North $00^{\circ} 09' 20''$ West, a distance of 672.43 feet.

(Intended to be subsequently re-subdivided as Silvertree Unit II, Lots 129-224)

Section 2. Development of the Property.

(a) Declarant intends to sequentially develop the Annexation Property on a phased basis; however, Declarant may elect not to develop all or any part of the Annexation Property, to annex Annexation Property to this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order. Declarant reserves the right to subject all or any portion of the Annexation Property to the plan of this Declaration or one or more separate declarations of covenants, conditions and restrictions, which separate declarations shall subject said Property to the jurisdiction and powers of a council of co-owners, homeowners association or entity with powers and obligations similar to the Association but not subject to the provisions of this Declaration. Although Declarant shall have the ability to annex the Annexation Property provided in this Article, Declarant shall not be obligated to annex all or any portion of the Annexation Property and no Annexation Property shall become subject to this Declaration unless and until a Supplementary Declaration shall have been so executed and recorded.

(b) All intended improvements in each phase shall be substantially completed prior to annexation. All taxes and other assessments relating to Annexation Property for any period prior to the recording of the Supplementary Declaration shall be paid by Declarant.

Section 3. Supplementary Declarations. A Supplementary Declaration shall be a writing in recordable form which incorporates by reference all of the provisions of this Declaration. It shall describe the Lots contained therein and shall publish and declare that such land and any Improvements thereon and the Owners and others having interest therein are brought within this Declaration. Upon the recordation of such supplement to this Declaration with the County Recorder of Maricopa County, Arizona, this Declaration shall be automatically effective with respect to such Annexation Property, as though originally included herein. The annexation of the Annexation

Property described in the Supplementary Declaration shall be effective and the Lot Owner's obligation to pay assessments and the voting rights of the Lot Owners in the Association shall be effective as of the date the Supplementary Declaration is recorded.

Section 4. Variation in Supplementary Declaration. Such Supplementary Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration, or any merger or consolidation, revoke, modify or add to the covenants established by this Declaration with respect to the Property.

Section 5. Mergers, Consolidation or Affiliation. Upon a merger, consolidation or affiliation of another association with the Association, its Properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving, consolidated or affiliated association or, alternatively, the properties, rights and obligations of another association may by operation of law be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property, except as hereinafter provided.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Such consent is not necessary for annexation pursuant to Article VIII of this Declaration.

Section 5. FHA/VA Approval. So long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or

affirmative action, by Declarant, the Association or any Owner or Owners of Lots within the Property. However, any other provision to the contrary notwithstanding, only Declarant, the Association, or any duly authorized agents of any of them, may enforce by selfhelp any of the provisions or restrictions.

Section 7. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, including laws pertaining to the ownership, occupation or use of any property within the Property, is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 8. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 9. Delivery of Notices and Documents. Except as otherwise provided in this amended Declaration, any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

If to the Association, at the principal office of the corporation as shown on the records of the Arizona Corporation Commission; if to an Owner, to the address of any Lot within the Property owned, in whole or in part by him or to any other address last furnished by an Owner to the Association; and if to the Declarant, Sandalwood Associates Limited Partnership, c/o RGW Investment Co., 7201 North Dreamy Draw Drive, Phoenix, Arizona 85020, provided however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the Association or Declarant. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

When the title to a Lot is changed or transferred in any manner, the Owner of such Lot shall file with the Association a

written notice specifying the nature of each such change or transfer and the names of every person or entity who is the record owner of the equitable or legal title of such Lot.

Section 10. Recording. Any notice, change of address, change of membership, amendment or other document required by this Declaration to be recorded, shall be recorded with the County Recorder of Maricopa County, shall be properly indexed and shall refer by Docket and page numbers to this Declaration as said Declaration may be subsequently amended.

Section 11. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, or the qualified and appointed officer thereof, has

84 157167

hereunto set its hand and seal this 13 day of April, 1984.

DECLARANT:

SANDALWOOD ASSOCIATES LIMITED PARTNERSHIP, an Arizona limited partnership

By

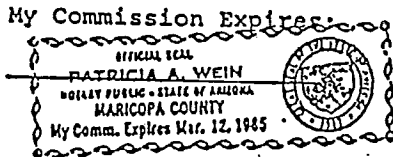
John S. Norris
John S. Norris
Vice President and Secretary,
RGW Investment Co.
Its General Partner

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 13th day of April, 1984, before me, the undersigned Notary Public, personally appeared John S. Norris, Vice President and Secretary of RGW Investment Co., and General Partner of Sandalwood Associates Limited Partnership, an Arizona limited partnership, who is known to me, and he acknowledged that he executed the within instrument on behalf of said Company and Limited Partnership for the purposes therein stated.

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

Patricia A. Wein
Notary Public





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

97-0415266 06/19/97 04:52

IRENE 1 OF 1

When recorded return to :

Curtis S. Ekmark, #014773
Ekmark & Ekmark, L.L.C.
3550 N. Central Avenue, Suite 1500
Phoenix, Arizona 85012
(602) 241-1090
Fax (602) 234-0419

SILVERTREE HOMEOWNERS ASSOCIATION

Antenna Resolution and Policy

I. Introduction

- A. The Silvertree Homeowners Association ("Association") is governed by a Declaration of Covenants, Conditions and Restrictions ("Declaration"), recorded at Recording No. 84-157167 in the office of the Maricopa County Recorder. This Declaration applies to real property described as Lots 1 through 128 inclusive and Tracts A through O inclusive of Silvertree I, according to the plat of record in the Office of the County Recorder, Maricopa County, Arizona, recorded in Book 264 of Maps, page 19.
- B. Article V, section 3 of the Declaration states "No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be created, used or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise, unless approved by the Board of Directors of the Association."
- C. On October 14, 1996, however, an FCC Rule preempted deed restrictions such as the provision cited above to the extent that the provision conflicts with the FCC Rule.
- D. The Association hereby adopts this Resolution and Policy in order to regulate the installation, use and maintenance of satellite dishes and antennas in accordance with the FCC Rule.

- E. While this Resolution and Policy applies to all owners, tenants and occupants within the Association, the owner of a particular lot is ultimately responsible for compliance with this Resolution and Policy.

II. Types of Antennas

- A. This Resolution applies only to the following three types of antennas listed in the FCC Rule:
 - 1. Direct Broadcast Satellite (“DBS”) antennas less than one meter in diameter may now be installed, while DBS antennas larger than one meter are still prohibited unless approved by the Board of Directors of the Association.
 - 2. Multi-point Distribution Service (“MDS”) antennas less than one meter in diameter may now be installed, while MDS antennas larger than one meter are still prohibited unless approved by the Board of Directors of the Association.
 - 3. Antennas designed to receive television broadcast signals may now be installed.
- B. All other antennas, except the three listed above, are still prohibited unless approved by the Board of Directors of the Association.

III. Location and Installation

If the antenna is one of the three types now allowed without prior approval from the Board of Directors of the Association, the antenna must still comply with the following regulations:

- A. No antenna may encroach upon the common area or the property of another owner.
- B. An antenna must be placed inside the dwelling if an acceptable signal quality may be received from any place within the dwelling.
- C. The antenna must be shielded from view from the street and neighboring properties to the maximum extent possible as long as an acceptable signal quality may be received. If necessary to shield the antenna from view, the Association may require that the antenna be shielded by reasonably priced landscaping that complies with the Association’s landscape requirements.
- D. Antennas, masts and any visible wiring must be painted to match the color of the structure to which they are installed.

- E. No more than one antenna of each provider may be installed.
- F. The antenna must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits.
- G. Installation must be pursuant to the manufacturer's instructions.
- H. In order to protect against personal injury and property damage, an antenna may not be placed in a location where it may come into contact with a power line.
- I. In order to protect against personal injury and property damage, all antennas must be properly grounded and secured.
- J. In order to protect against personal injury, antennas may not block or obstruct any driver's view of an intersection or street.
- K. If the antenna is attached to a mast, the following regulations apply:
 - 1. Mast height shall be no higher than absolutely necessary to receive acceptable signal quality.
 - 2. Masts that extend more than twelve feet above the roof line must be approved by the Association before installation and the application must include a detailed description of the method by which the mast is secured and an explanation regarding the necessity of such a mast.
 - 3. Masts must be installed by a licensed contractor and must be painted to match their surroundings.
 - 4. Masts must not encroach upon the common area or another owner's property.
 - 5. In order to protect against personal injury, masts installed upon a roof may not be installed nearer to the lot line than the total height of the mast and antenna.
 - 6. In order to protect against personal injury and property damage, a mast may not be installed so that it would touch a power line if it fell.

IV. Maintenance

- A. The owner is responsible for all costs associated with the installation and maintenance of an antenna.
- B. The owner is responsible for all damage caused by or connected with the antenna.
- C. The owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the antenna.
- D. The owner shall keep the antenna in good repair so that it does not violate any portion of this Resolution and Policy.

V. Notification

- A. An owner must complete the notification form attached as Exhibit A and submit a copy of the completed form to the Association within five business days after installing an antenna allowed pursuant to this Resolution and Policy.
- B. If requested by the Association, the owner must establish a mutually convenient time to meet with a representative of the Association to review and discuss the antenna.

VI. Enforcement

- A. In the event of a violation of this Resolution and Policy, the Association may bring an action for declaratory relief with the FCC or the Maricopa County Superior Court after notice and an opportunity to be heard. If the FCC or Court determines that the Association Rule is enforceable, the owner shall pay a \$50.00 fine to the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues.
- B. If an antenna poses a serious, immediate safety hazard, the Association may seek injunctive relief to compel the removal of the antenna.
- C. The Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of this Resolution and Policy.

VII. Severability

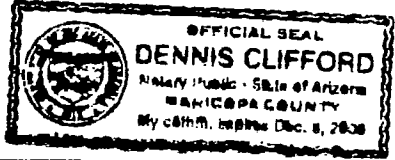
- A. If any provision of this Resolution and Policy is ruled invalid, the remainder of these rules shall remain in full force and effect.

This antenna Resolution and Policy is adopted and is immediately effective this 11 day of June, 1997.

William J. Heis
President,
Silvertree Homeowners Association

On the 11 day of JUNE, 1997, before me, the undersigned Notary Public in and for the County of Maricopa in the State of Arizona, personally appeared _____, who acknowledged that _____ is the president for the Association and being authorized to do so, subscribed and swore to the statements contained in this notice.

Notary Public *Dennis Clifford*



DEC 8 2000
My Commission Expires:

EXHIBIT A

Notice of Intent to Install Antenna
on Individually-Owned or Exclusive-Use Area

Homeowner(s): _____

Address: _____

Phone (Day) _____ (Evening) _____

Type of Antenna: _____

Direct broadcast satellite 18-inch Other Size _____

Television broadcast

Multi-point distribution service Size _____

Company Performing Installation _____

Identify Installation Location: Patio Rear Deck Balcony

Other Indicate "other:" _____

Date Installation Performed: _____

Please indicate the method of installation.

Will the installation be in compliance with all Association guidelines (which include manufacturers' guidelines and applicable building codes)? Yes No

Please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for nonroutine installation.

Is a mast necessary for reception? Yes No

If yes, is the mast required to extend more than 12 feet above the roofline or extend to a height greater than the distance from the installation to the lot line? Yes No

If yes, you must complete the form for mast installation.

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance and use.

Signed: _____ Date: _____

EXHIBIT B

Notification Form
for Installation of Oversized Masts

Is a mast extending more than twelve feet above the roofline required for your antenna?

Yes No

Is a mast extending higher than the distance from the installation to the lot line?

Yes No

If you responded "yes" to either question, please provide your reasons why such a mast is necessary.

Include a detailed drawing of the installation plans, including:

- Description of the antenna and mast.
- Exact location of the mast and antenna installation.
- Description of the manner and method of installation.
- Total height of the mast and the height it will extend beyond the roofline. *(Include an explanation of why the mast must extend to this height.)*
- Manufacturer specifications regarding the installation of the mast.

Please provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.

I will comply with all of the Association's rules for installing, maintaining and using antenna masts.
I assume liability for any damage to Association or other owners' property that occurs due to mast installation, maintenance and use.

Signed:

Date:

Address:

Phone: (Day) _____ (Evening) _____