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**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
IRONOAKS AT SUN LAKES**

Revised and Approved: December 20, 2022

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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
IRONOAKS AT SUN LAKES**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of IronOaks at Sun Lakes (the Declaration) is made by the Sun Lakes Homeowners Association No. 3, Inc., an Arizona nonprofit corporation, and effective as of the date of its recordation in the Office of the Maricopa County Recorder.

RECITALS

A. By a Declaration of Covenants, Conditions and Restrictions of Oakwood Country Club recorded at recording number 1993-0174772 in the official records of Maricopa County, Arizona, as amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions of Oakwood Country Club recorded at recording number 2010-0547989 in the official records of Maricopa County, Arizona, and as further amended by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Oakwood Country Club recorded at recording number 2012-0325368 (together the Original Declaration), the Original Declarant imposed certain conditions, covenants and restrictions and created other property and contract rights that run with the land burdening and benefiting the Original Property described in the Original Declaration.

B. Sun Lakes Homeowners Association No. 3, Inc., a nonprofit Arizona corporation doing business as IronOaks at Sun Lakes (the Association), is the current controlling entity of the Original Property and other property either annexed by the Original Declarant and then transferred to the Association or sold to the Association by the Original Declarant (collectively the IronOaks Property).

C. The Original Declaration provided for the amendment of that document by a majority vote of the Owners of the Lots covered by the Original Declaration.

D. By a majority vote or more, the Owners of the Lots constituting the IronOaks Property have approved this Declaration.

E. The Owners desire that all of the IronOaks Property subject to this Declaration shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved or transferred in whole or in part subject to this Declaration.

THEREFORE, the Original Declaration is now amended and revoked in its entirety and the provisions of this Declaration shall belong to and run with the land and are imposed upon the IronOaks Property, the Association and the Owners.

ARTICLE I DEFINITIONS

When the following terms are capitalized in this Declaration, they shall have the meanings set forth below:

A. **ALC** means the Architecture and Landscape Committee of the Association established pursuant to Article XIII.

B. **ALC Guidelines** means the guidelines for the appearance and modification of, and related review and approval procedures for, Lots in IronOaks Property.

C. **Annual Assessment** means the charges levied each year against each Lot and Owner pursuant to Article IX, Section 4.

D. **Articles** means the Articles of Incorporation of the Association.

E. **Assessment(s)** means Annual Assessments, Owner Special Assessments, New Owner Special Assessments, Lot Maintenance Assessments and Common Area Damage Assessments or any installments pursuant to Article IX.

F. **Assessment Lien** means the lien created on Assessments and Delinquency Charges that is imposed by Article IX, Section 2.

G. **Association** means the Arizona nonprofit corporation named Sun Lakes Homeowners' Association No.3, Inc., doing business as IronOaks at Sun Lakes.

H. **Board** means the Board of Directors of the Association.

I. **Business Activity** means any business, work, occupation, profession, activity and/or trade undertaken on an ongoing basis that involves the provision of goods or services to persons or entities other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration regardless of whether such activity (i) is engaged in full or part-time; (ii) is intended to or does generate a profit; or (iii) is required to have a license. This term shall be construed to have its ordinary, generally accepted meaning. The leasing of a Dwelling Unit shall not be considered a business activity.

J. **Bylaws** means the Bylaws of the Association.

K. **Common Area** means all of the real and personal property, including easements, that the Association now or in the future owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Members, Owners and Residents. Common Area does not include Lots or the common areas of the Villa Associations.

L. **Common Area Land Change Resolution** means a resolution adopted by the Board pursuant to Article VII, Sections 1, 2 or 3 that is subject to Member approval under Article VII, Section 5.

M. **Common Area Damage Assessment** means all costs incurred as a result of damage to Common Area and assessed to an Owner pursuant to Article IX, Section 8.

N. **Declaration** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions of IronOaks at Sun Lakes.

O. **Delinquency Charges** means the late payment charges, interest, collection costs, and attorney fees and costs incurred by the Association in collecting or attempting to collect monetary penalties and Assessments pursuant to Article VI, Section 5.B, and Article IX, Section 10 or any other charges levied against an Owner pursuant to this Declaration.

P. **Dwelling Unit** means any building situated on a Lot that is intended to be used as a residence by a Single Family.

Q. **Facilities and Community Enhancement Fund (FACE Fund)** means the fund created by the New Owner Special Assessment pursuant to Article IX, Section 5.B.

R. **Golf Course(s)** means all of the golf course real property and the improvements on this property including, but not limited to, any pro shops, driving ranges, putting greens, cart paths and associated facilities operated in conjunction with the Golf Course(s).

S. **Guest** means a person who enters IronOaks Property at the invitation or request of an Owner, Resident or Tenant.

T. **IronOaks Property** means the real property, including buildings and other improvements, described in Exhibits A and B of this Declaration. IronOaks Property consists of the Common Area, all of the Lots, and the common areas owned by the Villa Associations.

U. **IronOaks Rules** means the rules adopted by the Board pursuant to Article VI, Section 5.

V. **Lot** means any residential real property, including buildings and other improvements, owned by an Owner within IronOaks Property that is designated as a Lot on any recorded plat.

W. **Lot Maintenance Assessment** means all costs incurred by the Association and assessed to an Owner pursuant to Article IX, Section 7.

X. **Member** means a person or entity holding Membership in the Association.

Y. **Membership** means a membership in the Association.

Z. **New Owner Special Assessment** means the Special Assessment levied by the Board pursuant to Article IX, Section 5.B

Aa. **Original Declarant** means Sun Lakes Marketing Limited Partnership, an Arizona limited partnership, whether acting in its own capacity or through a trustee, and its successors and assigns.

Bb. **Original Property** means the real property described in Exhibit A of the Original Declaration and the development that was completed on that real property, together with any real property annexed and less any real property deannexed pursuant to Article XIV of the Original Declaration.

Cc. **Owner** means the record holder(s) of legal, beneficial or equitable title to the fee simple interest of a Lot, including a purchaser under a contract for conveyance of a Lot.

Dd. **Owner Special Assessment** means the Special Assessment levied against Lots by the Board pursuant to Article IX, Section 5.A.

Ee. **Party Wall(s)** means a wall constructed on the common boundary of Lots or Lots and the Common Area.

Ff. **Recreational Vehicle** means a motor vehicle or trailer for recreational dwelling purposes or a motor home or other vehicle with a motor home body style that has its own motor power or is towed by another vehicle.

Gg. **Reserve Fund for Replacement and Repair** means the Reserve Fund established for the purpose of replacement and repair of Association assets pursuant to Article X, Section 5.

Hh. **Resident** means an individual residing in a Dwelling Unit.

Ii. **Single Family** means an individual living alone or two or more persons who maintain a common household in a Dwelling Unit.

Jj. **Special Assessments** means the charges levied against Lots pursuant to Article IX, Section 5.

Kk. **Tenant** means a renter, lessee, sublessee, tenant or subtenant under a written lease of any Dwelling Unit.

Ll. **Tract Declaration** means a declaration recorded pursuant to Article IV, Section 1.

Mm. **Villa Associations** means the incorporated associations named Sun Lakes Villas Association No. 37, Inc., and Sun Lakes Villas Association No. 46A, Inc.

Nn. **Visible From Neighboring Property** means, with respect to any given object, that such object is or would be visible to a person six feet tall standing on neighboring property on the level of the base of the structure or building being viewed.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. General Declaration. IronOaks Property shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and transferred, in whole or in part, subject to this Declaration.

Section 2. Burdens and Benefits Run With the Land. This Declaration and applicable Tract Declarations shall run with the IronOaks Property for all purposes and shall be binding upon and inure to the benefit of IronOaks Property, the Association and the Owners.

ARTICLE III EASEMENTS AND RIGHTS OF ENJOYMENT

Section 1. Easements of Enjoyment. Every Owner shall have a nonexclusive easement to use and enjoy the Common Area, and this right shall be perpetual and shall belong to and pass with the title to every Lot. All Residents other than Owners shall have a nonexclusive, nontransferable temporary easement to use and enjoy the Common Area so long as they remain Residents. These rights are subject, among other things, to the following limitations:

A. The right of the Association to charge reasonable admission and/or other special use fees for the use of any recreational or other facility on the Common Area.

B. The right of the Association to suspend the voting rights of any Member and to suspend the right to use any recreational or other facility on the Common Area by any Member and any Resident, Tenant or Guest claiming through such Member for any period of time (i) when an Assessment against the Member's Lot remains delinquent or (ii) when an infraction of this Declaration, the IronOaks Rules or the ALC Guidelines exists that is caused by that Member or any Resident, Tenant or Guest claiming through such Member.

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 Association as provided in Article VII, Section 6.

D. The right of the Association to regulate the use of the Common Area by the IronOaks Rules and to prohibit access to those areas of the Common Area, such as maintenance areas, that are not intended for use by Owners or Residents.

E. The right of the Association to regulate, restrict or prohibit the use of the Common Area, other than easements, rights-of-way, utility improvements, and landscaping, drainage and flood control areas, by non-Members.

F. The right of the Association to change the use of the Common Area and change the size, shape or location of the Common Area as provided in Article VII, Sections 1, 2 and 3.

Section 2. Rights of Access. Every Owner shall have an unrestricted right to enter or leave his Lot. This right shall be perpetual and shall belong to and pass with title to such Lot over the following areas:

A. for pedestrian traffic using sidewalks and paths that exist upon the Common Area and are designated for entering or leaving an Owner's Lot, and

B. for pedestrian and vehicular traffic using streets in the Common Area.

Section 3. Delegation of Easements and Rights. Consistent with this Declaration and the IronOaks Rules, an Owner may delegate his easement of enjoyment in the Common Area and his right to enter and leave his Lot.

Section 4. Easements and Encroachments. All of the areas in IronOaks Property are subject to an easement of not more than five feet for encroachments of walls, ledges, roofs, air conditioners and other structures created by construction, repair, alterations, settling and overhangs as originally or subsequently designed and constructed by the original developer, the Association or their contractors.

Section 5. Utility Easements. There is a blanket easement upon, across, over and under IronOaks Property for a providing utility or service company to have access to and exit from the land for the installation, replacement, repair, maintenance and upgrading of all above or below ground utility and service lines, wires, systems, utility infrastructure, other devices for communication or transmission of electric current or power, well sites, or pump stations, including but not limited to water, sewers, gas, telephones, electricity, television, cable, internet and radio signals, or communication lines and other systems. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings.

Notwithstanding anything to the contrary in this subsection, although all sewers, electrical lines, water lines, communications and internet lines, and other service lines, facilities or equipment existing as of the date of this Declaration may be maintained, repaired, replaced and/or upgraded by the providing utility or service company without the Association's consent, no utility equipment or infrastructure may be materially

relocated on any other area of IronOaks Property pursuant to this easement without the consent of the Association or, if installed on a Lot, as permitted by an otherwise valid easement or as approved by the Owner of the Lot. Further, nothing in this Declaration affects or impairs any easements or rights held by utility companies or others pursuant to recorded plats or other recorded instruments.

Section 6. Board Right to Grant Easements. In addition to the easements specifically granted or reserved in this Declaration, the Board in its discretion is authorized to grant upon, across or under the Common Area such permits, licenses, easements and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cable, security lines, internet, roadways or other similar public or private purposes as may be necessary or appropriate for the maintenance and preservation of the health, safety, convenience and welfare of the Owners.

Section 7. Easement for Maintenance Responsibilities. The Association shall have an easement upon, across, over and under Lots and all other areas in IronOaks Property for the purpose of, and to the extent reasonably required for, repairing, maintaining and replacing the Common Area, Common Area improvements and other areas maintained by the Association and for the purpose of performing all of the Association's other rights, duties and obligations.

ARTICLE IV LAND USE RESTRICTIONS

Section 1. Land Use Restrictions. Tract Declarations that are recorded in the official records of Maricopa County, Arizona, regarding IronOaks Property may include covenants and restrictions and shall be construed as a supplement to and a part of this Declaration as if they were set forth in this Declaration.

Section 2. Covenants Applicable to IronOaks Property. Except as otherwise expressly provided in this Section 2 or elsewhere in this Declaration, the following covenants and rights shall apply to IronOaks Property and its Owners, Residents and Tenants whether or not a Tract Declaration has been recorded on such property:

A. Lot and Home Size Requirements. Lots in the Villa Associations may be used only for the construction and occupancy of Single Family Dwelling Units. All other Lots may be used only for the construction and occupancy of one Single Family detached Dwelling Unit per Lot and typical residential improvements such as the construction and use of private swimming pools. All Dwelling Units shall have at least one thousand square feet of living space not including garages and porches.

B. Age Restrictions. IronOaks is an age-restricted community. At least 80 percent of its Dwelling Units must be occupied by at least one person 55 years of age or older. The remaining Dwelling Units must be occupied by at least one person 40 years of age or older. No person under 19 years of age may reside in any Dwelling Unit, unless granted a written variance by the Board. The Board, acting in its sole discretion, has the right to determine when a person under the age of 19 may reside in IronOaks.

C. Residential Use. All Lots shall be used, improved and devoted exclusively to residential uses and no occupation, business, profession, trade or other nonresidential use shall be conducted except that an Owner or Resident may conduct a Business Activity on a Lot so long as (i) the existence or operation of the Business Activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the Business Activity conforms to all applicable zoning requirements; (iii) the Business Activity does not involve door-to-door solicitation of other Owners and Residents, and (iv) the Business Activity is consistent with the residential character of the property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Owners and Residents as may be determined in the sole discretion of the Board.

D. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or other area and then only if they are kept, bred or raised solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times, and each Owner shall immediately remove any droppings from pets. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance or annoyance to other Owners. No structure for the care or housing of any pet shall be Visible From Neighboring Property unless approved by the ALC. Upon written request of any Owner or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether for purposes of this subsection a particular pet is a generally recognized house or yard pet, whether such pet is a problem or nuisance, or whether the number of pets on any property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions in this Declaration.

E. Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage, barn, or temporary building or structure of any kind shall be used at any time for a temporary or permanent residence. Temporary buildings or structures may be used by the Association or its subcontractors on the Common Area for construction or repair purposes.

F. Maintenance of Landscaping and Driveways. An Owner is responsible for the proper maintenance of all landscaping on his Lot and in the area between his Lot and any front and side streets. However, if the maintenance of this area is the responsibility of a Villa Association, then an Owner is responsible for the maintenance of this area only if it is not being performed by a Villa Association. The term maintenance includes, but is not limited to, keeping the area neatly trimmed, cultivated and free of trash, weeds and unsightly material. The quality and character of the landscaping must meet the requirements of the ALC. Each Owner must also maintain in good condition and repair

all paved and concrete areas, including driveways and sidewalks, located on his Lot and must sweep and keep in a neat and clean condition all sidewalks located between his Lot and any front and side streets.

G. Nuisances; Construction Activities. No weeds, dead trees or plants, rubbish, debris, junk or other unsightly material of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or other area. Likewise, no odors or loud noises that are unsanitary, unsightly, offensive or detrimental to any other nearby property or to the occupants of such other property shall be permitted to arise from such land. Further, no other nuisance shall be permitted to exist or operate upon any Lot or other area. The Board and/or ALC shall have the authority to determine the existence of any nuisance. Normal construction and related parking activities and noise shall not be considered a nuisance or otherwise prohibited. An Owner is responsible for keeping his Lot in a neat condition during construction periods. This responsibility includes assuring that he or his contractors and subcontractors periodically remove construction trash and debris within a reasonable time period and pile or store building materials and construction equipment only in areas approved by the ALC.

H. Diseases, Insects and Pests. No Owner shall cause or permit any condition to exist upon any Lot or other area that attracts, breeds or harbors any disease, insects or pests.

I. Repair of Buildings. Every building or structure shall always be kept in good condition and repair and adequately painted or otherwise finished. Any building or structure that is damaged or destroyed shall be promptly repaired, rebuilt or demolished subject to the approvals required by Article XIII. In the event an Owner of a Lot fails to comply with this provision, the Board may give notice to the offending Owner and then proceed to repair the building or structure and charge the Owner as permitted in Article IX, section 7.

J. Antennas. The ALC has the authority to establish ALC Guidelines regarding the installation, maintenance and use of outdoor communications equipment including, but not limited to, antennas and satellite dishes. The Association may permit one or more aerial satellite dishes and/or other apparatus and equipment for an antenna or cable system for the benefit of all or portions of IronOaks Property.

K. Mineral Exploration. No area in other than designated well sites shall be used in any manner to explore for or remove any water, oil or other hydrocarbons, minerals, gravel, earth or any earth substances of any kind without the prior written consent of the Board, which consent may be withheld in the Board's sole discretion.

L. Trash Containers and Collection. All garbage and trash shall be removed in a reasonable time period and not allowed to accumulate. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style approved by the ALC. Unless otherwise approved by the ALC, such containers shall be stored so they are not Visible From Neighboring Property except to make them available for collection. No outdoor incinerator is allowed.

M. Clothes Drying Facilities. No outside clothesline or other facility for drying or airing clothes shall be used unless it is not Visible From Neighboring Property.

N. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained outside any Dwelling Unit except (i) as is customary in connection with the use, maintenance or construction of an approved building, structure or other improvement or (ii) as required by the Association to operate and maintain IronOaks Property.

O. Signs. No sign shall be placed on any Lot unless it is required by a legal proceeding, has been approved in advance by the Association, or is allowed by state law.

P. Prohibition of Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner or other person, and no portion less than all of any Lot, nor any easement or other interest on the Lot, shall be conveyed or transferred by any Owner. This provision shall not apply to transfers of an individual ownership interest in the whole of any Lot or to mortgages, deeds of trust or other liens on the whole of any Lot.

Q. Walls. The rights and responsibilities of the Association and Owners regarding walls are as follows:

- (1) Each Owner has the right to use a Party Wall provided that such use does not interfere with the use and enjoyment of the same Party Wall by other Owners.
- (2) If a Party Wall between Lots or between a Lot and Common Area is damaged or destroyed through the act or failure to act of an Owner or his Tenants or Guests, whether or not such act is negligent or otherwise culpable, such Owner shall promptly rebuild, repaint and/or repair the Party Wall at his sole costs without cost to the Owner of any adjoining Lot.
- (3) If a Party Wall is damaged or destroyed, including deterioration from ordinary wear and tear and lapse of time, other than by the act or failure to act of an adjoining Owner or his Tenants or Guests, all Owners whose Lots adjoin such Party Wall shall rebuild, repaint and/or repair such wall at their joint expense. The expense shall be allocated among the Owners based on the percentage of the frontage of their respective Lots on the damaged Party Wall.
- (4) If there is a dispute between Owners regarding the construction, repair, repainting and/or rebuilding of a Party Wall or the sharing of the related cost, the adjoining Owners shall submit the dispute to the Board, whose decision shall be binding. Notwithstanding any such decision, an Owner may seek indemnity from any party causing the damage.

(5) Unless otherwise indicated in an applicable Tract Declaration or other recorded document, and subject to the provisions of Article XII, sections 1 and 3 2, the Association is responsible for all maintenance of Party Walls located between the Common Area and Lots except that each Owner of such a Lot (i) shall remain responsible for painting and maintaining the surface of any portion of the Party Wall facing his Lot and (ii) shall reimburse the Association for one- half of the costs incurred by the Association for any structural repair of the Party Wall located on that Owner's Lot.

(6) This subsection Q does not apply to any Party Wall that separates the interiors of two Dwelling Units or constitutes an exterior wall of a Dwelling Unit. The rights of Owners of such Dwelling Units with respect to such Party Walls are governed by the applicable Tract Declarations or any additional covenants recorded on those Dwelling Units.

(7) Subject to the provisions of Article XII, Sections 1 and 2, walls on the Common Area that are not Party Walls shall be maintained by the Association, and the Board shall have sole discretion with respect to the maintenance of these walls.

(8) Walls located exclusively on one Lot are the sole responsibility of the Owner of that Lot.

R. Fences. Notwithstanding any contrary provision contained in any Tract Declaration, fences (1) are not required between Lots and the Golf Course(s) or the Common Area except as otherwise required by law, (2) there is no restriction on the removal of any fence from any Lot by the Owner except as otherwise required by law, and (3) any fence on a Lot adjoining the Golf Course(s) or the Common Area or separating a Lot from the Golf Course(s) or the Common Area shall be maintained by the Owner of such Lot regardless of what party constructed the fence.

S. Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere unless they are contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, except for

(1) boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices;

(2) such above ground electrical apparatus as may be convenient or reasonably necessary on any well sites or areas designated for utility use, and

(3) those approved by the Association.

Notwithstanding the foregoing, no above ground electrical apparatus shall be installed without the approval of the Association. All lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on or under structures approved by the Association or otherwise installed in a manner approved by the Association. The installation and location of all utility lines and equipment must be approved in advance by the Association. Temporary above ground power or telephone structures and water lines incident to construction activities shall be permitted with the prior consent of the Association.

T. Overhead Encroachments. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any sidewalk, street, the Golf Course(s) or other area from the ground level to a height of eight feet without the prior consent of the Board or ALC.

U. Vehicle Parking, Storage and Repair. The rights and responsibilities of Owners and Residents and their Tenants and Guests regarding vehicles are as follows:

(1) Vehicles of Owners, Residents, Tenants and Guests shall be kept in garages and other parking areas approved by the Board, but this subsection shall not be construed to permit the parking or storage of any vehicle whose parking or storage is otherwise prohibited in this Declaration.

(2) No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Lot, street or other area, and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property or visible from the Common Area or a street except this provision does not apply to emergency or minor vehicle repairs.

(3) No motor vehicle classed by manufacturer rating as exceeding $\frac{3}{4}$ ton, mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle shall be parked or stored on any area so as to be Visible From Neighboring Property, the Common Area or a street, except that this provision shall not apply to:

(a) pickup trucks of less than $\frac{3}{4}$ ton capacity with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes not exceeding seven feet in height and eighteen feet in length that are used on a regular and recurring basis for basic transportation;

(b) trucks, trailers, temporary construction shelters or facilities used in connection with construction of any building or improvement approved by the Board or ALC;

(c) limited parking of all vehicles that are not Recreational Vehicles as approved by the Board, and

(d) Recreational Vehicles, which may be parked temporarily to prepare for departure for a maximum of 48 consecutive hours. The vehicle must then be absent from IronOaks Property for a period of at least 24 hours. Upon return, the Recreational Vehicle may be parked temporarily for a maximum of 36 consecutive hours. In no event may a Recreational Vehicle be parked for more than sixty nights per calendar year. The Board may adopt additional requirements for parking Recreational Vehicles so long as such requirements do not further restrict the time period during which Recreational Vehicles may be parked.

V. **Roofs.** No solar panel, air conditioning unit, evaporative cooler or other apparatus, structure or object shall be placed on the roof of a Dwelling Unit without the prior written approval of the ALC. The placement of approved solar panels on the roof of a Dwelling Unit must comply with applicable law.

W. **Window Treatments.** Within one hundred and twenty days of occupancy, each Owner of a Dwelling Unit shall install permanent draperies or suitable window treatments on all windows Visible From Neighboring Property. In no event shall windows be covered with paper, aluminum foil, bed sheets or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering.

X. **Drainage.** No Owner or Resident shall interfere with or obstruct the drainage pattern that was originally established over his Lot from or to any other Lot.

Y. **Garages.** (DELETED)

Z. **Right of Entry.** During reasonable hours and after reasonable notice to the Owner or other occupant of a Lot, any member of the ALC and/or authorized Board representative shall have the right to enter upon and either (i) inspect the Lot (but not interior portions of any completed and occupied Dwelling Unit) and the improvements constructed or being constructed to determine compliance with this Declaration, the ALC Guidelines, or any approved stipulations issued by the ALC or (ii) perform repairs and maintenance as provided in Article IX, Section 8. Such person(s) shall not be deemed guilty of trespass by reason of such entry. The Association shall also have an easement and right of entry upon any Lot at any time without notice in order to perform emergency repairs.

Aa. **Health, Safety, Welfare and Security.** The Association will strive to maintain the residential areas as a safe and secure residential environment. Accordingly, the Board may make rules restricting or regulating the presence of additional uses, activities and facilities in residential areas if the Board deems them to be a nuisance or to adversely affect the health, safety or welfare of Owners or Residents. However, neither the Association nor the Board shall be held liable for any loss or damage by reason of a failure to provide adequate security or the ineffectiveness of security measures adopted.

All Owners, Residents, Tenants and Guests acknowledge that the Association, the Board and their committees are not insurers and that each Owner, Resident, Tenant and Guest assumes all risk of loss or damage to persons, property, Lots, residences, and the contents of Lots and residences. These same parties further acknowledge that the Association and Board have not made any representations or warranties and that no Owner, Resident, Tenant or Guest has relied upon any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or taken.

Bb Leases. An entire Dwelling Unit and Lot may be leased to a Single Family Tenant by the Owner for a period no less than 28 days. Any agreement for the lease of a Lot must be written and expressly subject to this Declaration, the IronOaks Rules, the ALC Guidelines, the Articles, and the Bylaws, and any violation of these documents by a Tenant shall be a default under the lease. An Owner of a Lot shall notify the Association in writing regarding the existence of all leases prior to their commencement and shall disclose the following information: name and contact information for any adults occupying the Lot; the time period of the lease, including the beginning and ending dates of the tenancy; a description and the license plate numbers of the tenants' vehicles; and a government issued identification that bears a photograph and that confirms that the tenant meets the community's age restrictions or requirements.. The Lot Owner shall remain liable for compliance with these documents and shall be responsible for any violations of these documents by his Tenant or his Tenant's family and Guests.

Cc. New Construction. All Dwelling Units shall be of new construction, and no building or other structure shall be moved on a Lot or any other area from other locations without the written consent of the ALC. No part of any Dwelling Unit shall be used for living purposes until the entire structure is completed.

Dd. Compliance with Law. No Lot or other area shall be maintained or utilized in any manner that violates any applicable statute, ordinance or regulation.

Ee. No Modification by Private Agreement. No private agreement of any Owner shall modify or abrogate any of the Covenants in this Declaration or the obligations, rights and duties of Owners.

Section 3. Board Power to Grant Variances. The Board may, at its option in extenuating circumstances, grant variances from any or all of the restrictions set forth in Article IV of this Declaration or in any Tract Declaration if the Board determines in its discretion either (i) that a restriction would create an unreasonable hardship or burden on an Owner or (ii) that a change of circumstances has rendered such restriction obsolete, and that the activity permitted under the variance will not have any substantial adverse effect on the Owners and Residents of IronOaks Property and is consistent with the high quality of life intended for Owners and Residents of IronOaks Property. The request for a variance must be made to the Board in writing and be accompanied by adequate supporting documentation.

**ARTICLE V
COVENANTS APPLICABLE TO GOLF COURSE(S)**

Section 1. Operation of Golf Course(s). To the extent reasonably possible, the Board shall attempt to operate the Golf Course(s) so as not to create an unreasonable nuisance for the Owners and Residents. Notwithstanding the foregoing, the activities and uses permitted on Golf Course(s) shall include all activities normally associated with the operation and maintenance of a golf course, including but not limited to the use of exterior speakers, conduct of tournaments, races and other recreational events that may include spectators, television, radio and other media coverage, and various related activities.

Section 2. Association Rights. The Board has the right, in its sole discretion, to establish rules governing all aspects of the Golf Course(s) including, but not limited to, price, hours of operation, tee-time procedures, annual memberships, use, reciprocal agreements, commitments, subleasing, availability, staffing, quality, equipment and maintenance. The Board also has the right, in its sole discretion, to make the Golf Course(s) available to others or the general public or to restrict play to Members of the Association.

Section 3. Golf Balls. The Owners, Residents, Tenants, and Guests owning, occupying or using any Lot, Dwelling Unit or other area adjoining the Golf Course(s) are deemed to have assumed the risks of personal injury and property damage resulting from golf balls hit onto such Lot, Dwelling Unit or other area by persons playing golf on the Golf Course(s). This provision, however, is not intended to relieve a golfer of liability. The Association and Board are not responsible for installing screening devices or trees to limit or prevent errant golf balls from causing injury or damage.

**ARTICLE VI
ASSOCIATION ORGANIZATION; RIGHTS AND POWERS**

Section 1. The Association; Rights and Powers. The Association is a non-profit Arizona corporation that serves as the governing body for all the Members. The Association is charged with the duties and invested with the rights and powers prescribed by law, set forth in the Articles, Bylaws and this Declaration, and as may be reasonably necessary in order to carry out the purposes of the Association. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors and Officers. The election of the Board shall be by the Members in accordance with this Declaration and the Articles and Bylaws. The Association's affairs shall be conducted by the Board and such officers as are elected or appointed in accordance with the Articles and the Bylaws. The Board shall have the power to enter into contracts with others for the performance of its obligations, appoint various committees, and hire a manager or managing agent who shall be subject to the

direction of the Board and be responsible for the day-to-day operation of the Association. The Board shall determine the compensation paid to the manager or managing agent and the employees of the Association. The Board shall also have the authority, in its sole discretion, to delegate any/all of the responsibilities set forth below in Section 3 and any/all other responsibilities of the Board pursuant to this Declaration, the Articles, Bylaws or applicable law, to any manager, managing agent and/or employees of the Association.

Section 3. Board Responsibilities. The Board is responsible for carrying out the objectives of the Association, which include but are not limited to the following:

A. preparing and administering an operational budget that provides for the protection, administration, maintenance and operation of the Common Area and improvements on that land and for other uses permitted by this Declaration;

B. establishing and administering a Reserve Fund for Replacement and Repair;

C. promulgating and enforcing the IronOaks Rules and ALC Guidelines;

D. scheduling and conducting meetings of the Members;

E. collecting and enforcing the assessments and disbursing funds received for the benefit of the Association and its Members;

F. administering and providing administrative support required for the ALC;

G. providing substantial and sustained information to Members, utilizing various communication methods, regarding relevant issues throughout the time period prior to any vote of the Members;

H. maintaining records and books in accordance with generally accepted accounting principles and performing other necessary accounting functions, and

I. performing all other duties imposed by this Declaration, and the Bylaws, Articles, IronOaks Rules and ALC Guidelines.

Section 4. Interpretation of Declaration. The Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions of this Declaration shall be final and binding as to all persons and property benefited or bound by the Declaration.

Section 5. IronOaks Rules and ALC Guidelines. The Board by a majority vote may adopt, amend and repeal rules known as the IronOaks Rules. The IronOaks Rules may restrict and govern the use of all IronOaks Property but shall not discriminate among Members or be inconsistent with this Declaration, the Articles or the Bylaws. The ALC shall have the right to adopt, amend and repeal the ALC Guidelines regarding Lots that

shall be fair and reasonable, consistent with this Declaration, the Articles and the Bylaws, and shall be subject to review and revision by the Board. The Board and ALC are responsible for the administration and enforcement of this Declaration and the Articles, Bylaws, IronOaks Rules and ALC Guidelines. The IronOaks Rules and ALC Guidelines shall have the same force and effect as if they were a part of this Declaration. In the event of any inconsistency between the IronOaks Rules and the ALC Guidelines, the IronOaks Rules shall control. In the event of any inconsistency between the IronOaks Rules or the ALC Guidelines and this Declaration, the Articles or the Bylaws, this Declaration, the Articles and the Bylaws shall control.

A. The Board, in its sole discretion, shall have the authority to impose monetary penalties, after notice and opportunity to be heard, for violations of this Declaration, the IronOaks Rules or the ALC Guidelines. The Board, in its sole discretion, shall also have the authority to suspend the voting rights of a Member or the right of any Member or Resident, Tenant or Guest claiming through such Member to use any recreational or other facility on the Common Area when an infraction of this Declaration, the IronOaks Rules or the ALC Guidelines exists pursuant to Article III, Section 1.B.

B. If monetary penalties are imposed pursuant to subsection A above and these penalties are not paid on time, the Board has the authority to assess Delinquency Charges consisting of late payment charges, interest, collection costs, and attorney fees and costs incurred by the Association in collecting the monetary penalties and Delinquency Charges consistent with Article IX, Section 10.

Section 6. Rights of Enforcement. The Association, acting through the Board in its sole and absolute judgment, shall have the right, but not the obligation, to enforce all of the provisions of this Declaration and the Articles, Bylaws, IronOaks Rules and ALC Guidelines, or any contract, deed or other instrument executed pursuant to or subject to this Declaration, by any proceedings at law or in equity. Further:

A. In the event suit is brought by or against the Association or arbitration involving the Association is instituted by any party or an attorney is retained by the Association to enforce the terms of this Declaration or other documents described in this Section 6 and the Association prevails, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorney fees, court costs, costs of investigation and other related expenses incurred in connection with the proceeding including, but not limited to, the Association's administrative costs and fees. Such attorney fees, costs and expenses shall be the personal liability of the breaching Member and shall also be secured by a lien against the Member's Lot pursuant to Article IX, Section 2.

B. If the Association fails or refuses to enforce any provision of this Declaration for an unreasonable period of time after written request by an Owner to do so, then any Owner may seek to enforce such provision(s) of this Declaration in court at his own expense by any appropriate action in law or in equity, but regardless of the outcome no expenses of the action shall be paid for by the Association.

Section 7. Personal Liability. No Board member, committee member or employee of the Association shall be personally liable to any Member or any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence unless that person failed to act in good faith or engaged in willful or intentional misconduct. The Association shall indemnify its Board members, committee members and employees to the fullest extent permitted by law when they act in good faith on behalf of the Association.

Section 8. Villa Associations. The Villa Associations' governing documents are their articles of incorporation, bylaws and declarations. These governing documents must specify that each Villa Association and the rights of its members are subject to the provisions of this Declaration, the Articles and the Bylaws of the Association.

ARTICLE VII CHANGES TO THE COMMON AREA

Section 1. Change of Use of the Common Area. The Board has the authority in its discretion to decide that the present use of a designated part of the Association's real property, building(s) or other improvement(s) is no longer the best use of that Association asset. In such case, the Board shall adopt a Common Area Land Change Resolution stating both its decision and setting forth the proposed new use(s) and why the change(s) would be in the best interests of the community. For example, the Board could propose (i) that existing open space in the Common Area should be developed as a parking lot, new building, or recreational facility, (ii) that developed areas such as a recreational facility or parking lot should be used for a different purpose such as a new building or an activity center with meeting and game rooms, or (iii) that part of a building currently devoted to a specific use such as a restaurant or ballroom should be modified for a different use such as a computer center or classrooms. These examples shall not limit the purposes for which a Common Area Land Change Resolution shall be adopted under this Section or whether the Board presents more than one proposed action pursuant to Sections 1, 2 or 3 of this Article in a single Common Area Land Change Resolution.

A. The approval of this Common Area Land Change Resolution by the Members shall be governed by Section 5 of this Article.

B. The Board is not required to adopt a Common Area Land Change Resolution for minor changes in use of the Common Area such as altering facilities' times of operation, modifying traffic/parking patterns, altering types of activities scheduled for rooms and recreation spaces, exchanging spaces with no significant loss of space to any of the uses, or other changes that do not alter the general purpose of the land or building.

Section 2. Construction and Related Modifications of the Common Area. The Board has the authority in its discretion to decide that the Association should construct a new building, expand or modify an existing building, or engage in other projects on the

Common Area in order to enhance the IronOaks community. When a project involves substantial construction, the Board shall adopt a Common Area Land Change Resolution stating its decision and setting forth the scope of the project and the intended use(s) of the new/modified space. Examples of substantial construction include (i) construction of a new building for Member and/or staff activities, (ii) significant expansion of an existing building by increasing the footprint or height, (iii) significant reconfiguration of the internal space in an existing building or (iv) construction of a new or significantly redesigned facility such as a swimming pool. These examples shall not limit the purposes for which a Common Area Land Change Resolution shall be adopted under this Section or whether the Board presents more than one proposed action pursuant to Sections 1, 2 or 3 of this Article in a single Common Area Land Change Resolution.

A. The approval of this Common Area Land Change Resolution by the Members shall be governed by Section 5 of this Article.

B. The Board is not required to adopt a Common Area Land Change Resolution for construction covered by the Reserve Fund for Replacement and Repair, construction involving repair or replacement of infrastructure, construction required by law, or emergency construction needed to ensure safety or security.

Section 3. Changing the Common Area by Purchase, Sale or Exchange. The Board has the authority in its discretion to decide that the Association should change the size, shape or location of the Common Area by (i) selling a specified part of the Common Area, (ii) purchasing contiguous or noncontiguous real property that will then become Common Area, or (iii) exchanging the Association's interest in the Common Area for other property or interests that will then become Common Area. In such case, the Board shall adopt a Common Area Land Change Resolution stating its decision and setting forth the extent and nature of the proposed action. This Section shall not limit whether the Board presents more than one proposed action pursuant to Sections 1, 2 or 3 of this Article in a single Common Area Land Change Resolution. The approval of this Common Area Land Change Resolution by the Members shall be governed by Section 5 of this Article.

Section 4. Costs Relating to Changes of the Common Area. When the Board acts pursuant to Sections 1, 2 or 3 of this Article, the Board shall provide in its Common Area Land Change Resolution financial information, including the projected cost and source of the funds to complete the proposed action(s).

Section 5. Methods of Adopting Common Area Land Change Resolutions. There are two methods by which the Board can choose to have Members approve a Common Area Land Change Resolution adopted by the Board pursuant to Sections 1, 2 or 3 of this Article:

A. First, if less than 10 percent of the Members eligible to vote object in writing within 45 days after the Board notifies the Members 1) that the Board has adopted a Common Area Land Change Resolution, 2) how a copy of the Resolution can be obtained, and 3) that Members have the right to object to the Resolution. If 10 percent or

more of the Members object, the Board can choose to take the Common Area Land Change Resolution to the Members pursuant to subsection B below.

B. Second, if a majority of the votes cast by Members voting by absentee ballot or in person at a meeting of the Members called for such purpose after proper notice approve the Common Area Land Change Resolution. If the Board acts under this subsection, the meeting shall be set at a date no earlier than 90 days after the Board 1) notifies the Members that the Board has adopted a Resolution and 2) provides a copy of the Resolution to the Members.

After approval of the Common Area Land Change Resolution by either of these two methods, the Board shall have the right to take the action approved by the Members.

Section 6. Dedications or Transfers of the Common Area to Public Agencies.

The Board shall have the right 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 Board. No such dedication or transfer shall be effective unless approved by two-thirds of the Members by either (i) voting by absentee ballot or in person at a meeting of the Members called for such purpose after proper notice, or (ii) consenting in writing after proper notice without a meeting of the Members, except that the Board shall have the authority, without Membership approval, to transfer to such public agencies, authorities or utilities any easements and rights-of-way that are intended to benefit IronOaks Property and which, in the Board's judgment, do not have any substantial adverse effect on the enjoyment of the Common Area by the Members.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

Section 1. One Membership for Each Lot. Each Lot shall have only one Membership in the Association, and this Membership shall be shared by any joint Owners of the Lot. In the event an Owner of two adjoining Lots combines these areas for use as one residence after approval by the Board, the combined Lots shall be assessed and treated as one Lot and shall be entitled to one Membership.

Section 2. One Vote for Each Membership. Each Membership is entitled to one vote in all Association elections requiring a Membership vote subject to the authority of the Board to suspend a Member's voting rights for violations of this Declaration pursuant to Article III, Section 1.B.

Section 3. No Fractional Votes. The vote for each Membership must be cast as a unit and fractional votes shall not be allowed. In the event that a Membership is owned by more than one person or entity and such Owners are unable to agree among

themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will be conclusively presumed that such Member was acting with the authority and consent of all of the other Owners of the same Membership unless written objection is made to the Board at or prior to the time the vote is cast. In the event more than one vote is cast for a particular Membership, all such votes shall be deemed void.

Section 4. Transfer of Membership. The requirement of Membership transfers are as follows:

A. The rights and obligations of a Member in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot and then only to that transferee.

B. A transfer of ownership of a Lot may occur by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as permitted by Arizona law. Any attempt to make a prohibited transfer shall be void.

C. Any transfer of ownership of a Lot shall automatically transfer the Membership appurtenant to that Lot to the new Owner but no change in the ownership of a Membership shall be effective for voting purposes until the Board is given actual written notice and satisfactory proof of the ownership change.

D. The Board in its discretion may assess a reasonable transfer fee to cover administrative costs associated with the transfer of ownership of a Lot.

Section 5. Change of Address Notification. Each Member shall be obligated to immediately inform the Association in writing of any change of address.

**ARTICLE IX
COVENANT FOR ASSESSMENTS;
CREATION AND ENFORCEMENT OF LIENS**

Section 1. Agreement to Pay Assessments and Delinquency Charges. Upon becoming an Owner of a Lot, whether or not the Owner actually resides in IronOaks Property, an Owner is deemed to covenant and agree to be subject to mandatory Membership in the Association and to pay the Association the following Assessments against his Lot: (i) Annual Assessments, (ii) Owner Special Assessments, (iii) New Owner Special Assessments, (iv) Lot Maintenance Assessments and (v) Common Area Damage Assessments. Further, if the payment of an Assessment is delinquent, an Owner is deemed to covenant and agree to pay Delinquency Charges consisting of late payment charges, interest, collection costs, and attorney fees and costs incurred by the Association in collecting or attempting to collect the delinquency.

Section 2. Assessments and Delinquency Charges Are a Lien and Owners' Personal Obligations. The Assessments that are the obligation of an Owner, together with the Delinquency Charges relating to the late payment of those Assessments, shall be a charge and continuing servitude and Assessment Lien upon the Lot against which such Assessments and Delinquency Charges are made and shall also be the personal obligation of the Owner at the time such Assessments become due. This personal obligation for Assessments and Delinquency Charges shall not pass to the successors in title of the Owner unless expressly assumed by them.

Section 3. Liability for Assessments Cannot Be Waived. No Owner may waive or otherwise exempt himself from liability for Assessments by any actions including, but not limited to, nonuse of the Common Area, abandonment of his Lot, or as a result of Assessments for any period exceeding common expenses. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution, abatement or set-off shall be allowed by reason of any action or failure to act by the Board or Association.

Section 4. Annual Assessments. Acting in its sole discretion, the Board each fiscal year shall prepare and adopt a budget and set the amount of an Annual Assessment against each Lot that is no more than 10 percent greater than the immediately preceding fiscal year's Annual Assessment.

A. In order to levy an Annual Assessment that is more than 10 percent but no more than 20 percent greater than the immediately preceding fiscal year's Annual Assessment, the Board must obtain the approval of a majority of the votes cast by Members voting by absentee ballot or in person at a meeting of the Members called for such purpose after proper notice.

B. In order to levy an annual Assessment that is more than 20 percent greater than the immediately preceding fiscal year's Annual Assessment, the Board must obtain the approval of a majority of the Members by either (i) voting by absentee ballot or in person at a meeting of the Members called for such purpose after proper notice or (ii) consenting in writing after proper notice without a meeting of the Members.

C. This Section is not intended to preclude or limit the collection or use of Annual Assessments.

Section 5. Owner and New Owner Special Assessments. In addition to Annual Assessments, the Board may levy Owner Special Assessments and New Owner Special Assessments. This section is not intended to preclude the purposes for which Special Assessments may be made.

A. **Owner Special Assessments.** Owner Special Assessments may be levied by the Board for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, operating expenses, or replacements of capital improvements on the Common Area, including fixtures and personal property related to this Land, and for

the purpose of defraying other extraordinary expenses. No Owner Special Assessment in excess of 10 percent of the Annual Assessment per calendar year may be levied without the approval of a majority of the votes cast by Members voting by absentee ballot or in person at a meeting of the Members called for such purpose.

B. New Owner Special Assessments. Upon accepting a deed or otherwise acquiring any interest in a Lot, the new Owner shall pay to the Association a New Owner Special Assessment that will be placed in a Facility and Community Enhancement Fund (FACE Fund). The New Owner Special Assessment is due at the time of closing by the new Owner, or if there is no closing then within ten (10) days of the New Owner otherwise acquiring title. The failure of the New Owner to pay at the time of closing shall not affect the new Owner's obligation to pay this Special Assessment and shall not affect the Association's rights to collect this Special Assessment. New Owner Special Assessments shall be limited as follows:

- (1) No New Owner Special Assessment shall be payable with respect to (i) the transfer or conveyance of a Lot by devise or intestate succession, (ii) the transfer or conveyance of a Lot for estate planning purposes, or (iii) the transfer or conveyance of a Lot to a corporation, partnership or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of this Special Assessment, in which event a New Owner Special Assessment shall be payable with respect to such transfer or conveyance.
- (2) Each Member who owns a Lot on January 1, 2012, is qualified for a one-time exemption from the New Owner Special Assessment if (i) the Member acquires ownership of another Lot in IronOaks Property, (ii) an exemption has not been previously exercised, and (iii) evidence of a purchase contract for another Lot in IronOaks Property is provided to the Association's office within 90 days after the closing date of the Lot and Dwelling Unit.
- (3) The purpose of the FACE Fund is to designate Special Assessment monies that are to be reserved and used exclusively for enhancing and expanding existing community programs and facilities and developing new community programs and facilities, including without limitation the renting or purchase of property located outside IronOaks Property.
- (4) Effective January 1, 2012, the New Owner Special Assessment shall be an amount equal to the Annual Assessment in effect at the time of closing of escrow or conveyance. For each calendar year thereafter, the Board, in its sole discretion, may decrease this amount to a different fixed amount, but under no circumstances may the Board increase the amount higher than the Annual Assessment that is in effect at the time of closing of escrow or conveyance.

Section 6. Non-Uniform Rate of Annual and Special Assessments. The amount of any Annual or Owner Special Assessment shall be fixed at a uniform rate per Membership with the following exceptions:

A. The amount of each Annual Assessment is based on two Residents per Lot and Dwelling Unit. If additional persons reside in the Dwelling Unit, the Annual Assessment for each additional person shall be fifty percent of the Annual Assessment attributable to a Membership. The Board, however, acting in its sole discretion, may grant a waiver of the additional assessment based on its determination that the additional person(s) is physically unable to use the Common Area. If only one person resides in a Dwelling Unit or only one person in a Dwelling Unit is physically able to use the Common Area, that Lot or Dwelling Unit shall not be permitted a discount of any kind from the Annual Assessment attributable to that Membership, and

B. If the Board, in its sole discretion, deems it necessary or appropriate to provide services that are not available to all of the Lots or Members, then the Annual and/or Special Assessments shall be assessed unevenly, and therefore higher, against the Lots or Members, groups of Lots or Members, or residential neighborhoods that receive these services. The Board shall be fair and reasonable in establishing such unequal Assessments.

Section 7. Lot Maintenance Assessments. If the maintenance of any portion of a Lot presents a nuisance or substantially detracts from the appearance or quality of the surrounding Lots or other areas of IronOaks Property in violation of this Declaration or the IronOaks Rules or ALC Guidelines, the Association may provide a written notice to such effect. This written notice shall specify the particular condition(s) that exists and give notice to the offending Owner that unless timely corrective action is taken the Association may cause corrective action to be taken at such Owner's cost. If the Owner does not respond to this written notice or take the required corrective action in a timely fashion, the Association is authorized to cause such corrective action to be taken. By failing to remedy the violation, the Owner shall be deemed to have agreed in writing that all of the costs and expenses incurred by the Association in connection with the remedy are a Lot Maintenance Assessment against his Lot.

Section 8. Common Area Damage Assessments. If the actions of any Owner or that Owner's Resident, Tenant or Guest results in the need for maintenance or repair of the Common Area or other property maintained by the Association, the cost of such maintenance or repair shall be the obligation of the Owner. If the Owner does not pay the bill presented by the Association for such maintenance or repair costs in full within 30 days of receipt of the bill, then the Owner shall be deemed to have agreed in writing that all of the costs and expenses incurred by the Association in connection with the maintenance or repair are a Common Area Damage Assessment against his Lot.

Section 9. Billing and Collection Procedures. The Board has the authority to adopt procedures for making, billing and collecting Assessments consistent with this Declaration. Annual and Owner Special Assessments may be collected at a time and on a schedule determined by a resolution of the Board acting in its sole discretion.

A. The failure of the Association to send a bill to an Owner shall not relieve any Owner of liability for any Assessments or Delinquency Charges. Nonetheless, the Assessment Lien shall not be foreclosed or otherwise enforced until the Owner has been given timely written notice at the address of the Owner on the Association records that the Assessment(s) and Delinquency Charges, in whole or in part, are due and the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment.

B. If appropriate settlements between a buyer and seller are not maintained by the title or escrow company, the Association shall be under no duty to refund any payments received by it even though ownership of a Membership changes during an Assessment period. Successor Owners shall be given credit for prepayments, on a prorated basis, made by prior Owners. The amount of the Annual Assessment against Owners who become Owners during an Assessment period shall be prorated. Such new Owners shall not be liable for any previously levied Owner Special Assessments unless such Owner Special Assessments are levied over a period of time that includes the sale date, in which case such amount shall be prorated to new Owners. Nothing contained in the preceding sentence shall affect or impair the Association's Assessment Lien on any Lot, including any Lot acquired by a new Owner, for past due Assessments relating to that Lot.

Section 10. Delinquency Charges on Assessments and Monetary Penalties.

Any Assessment, installment on an Assessment or monetary penalty that is not paid by an Owner prior to 15 days after the due date shall be deemed delinquent and the Owner shall pay the following Delinquency Charges in addition to the delinquent Assessment, installment or monetary penalty.

A. The Owner shall be assessed and pay interest at a rate to be determined by the Board from the due date until the paid date.

B. The Owner shall be assessed and pay a late payment charge at the maximum amount allowed by Arizona law, and the late payment charge shall bear interest at a rate to be determined by the Board from the date of the late payment charge until the paid date.

C. The Owner shall be assessed and pay all collection costs and attorney fees and costs incurred by the Association in collecting or attempting to collect the unpaid Assessment or installment. The Board also may post on the clubhouse bulletin boards a list of all Members with delinquent Assessments or installments.

Section 11. Loss of Rights. If a Member is delinquent in the payment of any Assessment or installment against his Lot, the Board in its discretion shall have the authority to suspend the voting rights of that Member or the right of that Member or any Resident, Tenant or Guest claiming through that Member to use any recreational or other facility in the Common Area pursuant to Article III, Section 1.B.

Section 12. Association Remedies to Enforce Payment of Assessments. If an Owner fails to pay a delinquent Assessment, the Association may enforce the payment by taking either or both of the following actions concurrently or separately and/or by exercising any other remedies available at law or in equity. If either action is taken separately, the Association does not prejudice or waive its rights to exercise the other action.

A. Bring an action at law to recover judgment against the Owner personally obligated to pay the Assessment(s) and Delinquency Charges.

B. Foreclose the Assessment Lien against the Lot or Dwelling Unit pursuant to Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency) and then redeem the Lot or Dwelling Unit after foreclosure sale. The Association may bid on the subject property at such foreclosure sale. The delinquent Owner shall remain personally liable for the Assessment(s) and Delinquency Charges after his Membership is terminated.

ARTICLE X USE OF FUNDS; BORROWING POWER

Section 1. Purposes for which Association Funds May Be Used. The Association shall apply all funds and property received by it from any source for the common good and benefit of IronOaks Property and its Owners, Members and Residents. The Board in its discretion shall have the authority to create funds to reserve monies for special purposes and, consistent with Article VII, to determine whether, and the manner in which, the expenditure of funds is necessary, desirable or beneficial to the common good. Subject to this Declaration, the Articles and Bylaws, the Association may expend its funds in any manner permitted under Arizona law.

Section 2. Borrowing Power. The Association may borrow money in such amount, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate in the discretion of the Board. However, the Board at any given time may not commit the Association to a total indebtedness as a result of any borrowing that exceeds 10 percent of the current Annual Assessment without approval of a majority of the votes cast by Members voting by absentee ballot or in person at a meeting of the Members called for such purpose after proper notice. The term borrowing in this Section is defined to include capital leases but does not include other types of leases.

Section 3. Association Rights to Spend and Carry Over Funds. The Association shall not be obligated to spend in any year all of the money received by it in that year. Rather, the Board in its discretion may carry forward from year to year such surplus as it determines to be desirable for the greater financial security of the Association and the accomplishment of its purposes. The Association shall not be

obligated to reduce the amount of an Annual Assessment in the succeeding year if a surplus exists from a prior year.

Section 4. Eminent Domain. In the event of a threatened taking, defined as condemnation by eminent domain or sale under threat of condemnation, of all or any part of the Common Area, the Members appoint the Board and its designee(s) to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards made or to be made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in condemnation action. Any awards received on account of the taking shall be paid to the Association, and the Board may retain any award in the general funds to be used to accomplish the purposes of the Association.

Section 5. Reserve Fund for Replacement and Repair. The Board shall maintain a Reserve Fund for Replacement and Repair of Association owned assets by adopting a payment program to this Reserve Fund in an amount established by the Board. The funds received shall be deposited in a separate account with a responsible financial institution. An investment Policy approved by the Board shall govern the investment of these funds. The Investment Policy shall focus on the overall preservation of principal while optimizing the return on the Association's investments.

ARTICLE XI INSURANCE

Section 1. Association Authority to Purchase. The Association shall maintain insurance coverage as follows:

A. Comprehensive general liability insurance in an amount determined by the Board but not less than \$1,000,000. Such insurance shall cover all claims for bodily injury and property damage arising out of the use, ownership or maintenance of the Common Area or other properties the Association maintains. Deductible amounts, if applicable, shall be determined in the sole discretion of the Board;

B. Automobile liability insurance, including hired automobile and non-owned automobile coverage, in an amount not less than \$1,000,000;

C. Property insurance on facilities and physical assets of the Association insuring against all risk of direct physical loss in an amount equal to the insurable replacement value of the facility or asset as determined by the Board. Deductible amounts shall be determined in the sole discretion of the Board;

D. Worker's compensation insurance to the extent required by Arizona law;

E. Directors and Officers liability insurance in an amount to be determined by the Board; and

F. Such other insurance as the Board determines to be appropriate to protect the Association, its Members and employees.

Section 2. Association Responsibility for Insurance Claims. The Association is authorized to adjust all claims arising under insurance policies purchased by the Association, to execute releases upon the payment of claims, and to perform all other acts reasonably necessary to accomplish these responsibilities. The Board in its discretion may appoint an authorized representative or committee to negotiate losses under any policy purchased by the Association. All proceeds from insurance acquired by the Association shall be payable to the Association. Any proceeds resulting from damage to the Common Area shall be used to repair or replace the damaged property unless the Board adopts a resolution not to repair or replace the damaged property. Any excess proceeds shall be retained by the Association to accomplish the purposes of the Association. If any claim on the Association's insurance is caused through the act or failure to act of an Owner or his Tenants or Guests, whether or not such act is negligent or otherwise culpable, the Association has the right to charge the Owner and collect from the Owner the amount of the deductible associated with the claim.

Section 3. No Association Liability. The Association and the Board members shall not be liable to any person or entity if any risks or hazards are not covered by the insurance obtained by the Association or if the amount of the insurance is not adequate.

Section 4. Individual Responsibility. It shall be the responsibility of each Owner, Resident and Tenant to secure his own personal insurance on his individual property interests within IronOaks Property including, but not limited to, furnishings, personal property and personal liability, including liability for the operation of automobiles and golf carts. The Association and Board members shall not be liable to any person or entity if any risks or hazards are not covered by the personal insurance obtained by an Owner on his individual property interests within IronOaks Property or if the amount of his insurance is not adequate.

ARTICLE XII ASSOCIATION MAINTENANCE RESPONSIBILITIES

Section 1. Areas of Association Responsibility. The Association shall maintain and manage all landscaping and other improvements on the Common Area and may elect to maintain areas within or without IronOaks Property owned by a governmental entity or a Villa Association. The Association shall not be responsible for providing or maintaining landscaping or structures on an Owner's Lot but may act pursuant to Article IX, Section 7.

Section 2. Standard of Care. The Board shall use a reasonably high standard of care in providing repairs, management and maintenance of Association Land and other properties maintained by the Association but the Board shall be the sole judge as to the appropriate maintenance of all such areas.

Section 3. Use of Effluent. Sewage effluent may be used in the Common Area provided the effluent is adequately treated for such use.

Section 4. No Association Liability. The Common Area shall be used at the risk of the user and the Association and Board members shall not be liable to any person or entity for any claim, damage or injury occurring on or related to the use of the Common Area.

ARTICLE XIII ARCHITECTURE AND LANDSCAPE COMMITTEE

Section 1. Purpose of the ALC. The purpose of the ALC shall be to assure that Lots are maintained, modified and upgraded in a manner that assures quality and architectural appropriateness and consistency within IronOaks Property.

Section 2. Appointment. The Board shall appoint the members of the ALC and shall select one member of the ALC to serve as the chairperson. The chairperson shall appoint one of the other ALC members to serve as acting chairperson in his absence. ALC members shall not be entitled to compensation for their services unless approved by the Board. ALC members shall serve at the pleasure of the Board and therefore may be removed by the Board at any time for any reason.

Section 3. Functions of the ALC. The ALC shall promulgate ALC Guidelines subject to review and revision by the Board; review and evaluate proposals, plans and specifications submitted by a Member for the construction, modification and/or repair of his Dwelling Unit and/or other improvements on his Lot; recommend action to the Board; investigate possible violations of this Declaration and the ALC Guidelines; administer permits; administer fines and fees; carry out decisions of the Board, and take other action authorized by the Board.

Section 4. ALC Approval Required to Begin Work. An Owner shall submit his construction plans, specifications and plans showing the location of the structure or plot plan and obtain the written approval of the ALC regarding these plans and specifications before work is started on any project on his Lot that is subject to the ALC Guidelines.

This requirement regarding prior ALC approval shall apply to temporary or permanent work to modify, improve, plant, install, excavate, repair or construct any building, fence, wall, antenna, grading, lighting, exterior landscaping other than landscaping not Visible from Neighboring Property, awning, sunshade, structure attached to or detached from other structure, or exterior alteration of, addition to, or extension of any structure that in any way alters the appearance of the Lot. In addition,

- A. An Owner's submissions shall be in compliance with the ALC Guidelines.
- B. The required ALC approval shall be in addition to, and not in lieu of, any

approvals or permits that may be required by any governmental entity or law.

C. The ALC Guidelines may include approval requirements and criteria that are more restrictive than those established by governmental entities or their laws.

D. ALC approval is not required regarding work on the interior of a structure.

Section 5. ALC Review Fee. The ALC shall be allowed to charge a Member or other party submitting plans a reasonable fee for reviewing and approving or disapproving proposed plans. The charge shall be set by the Board and collected at the time of submission of the plans before any ALC review occurs.

Section 6. Review Period. The ALC shall give the applicant a written, dated receipt for the plans and specifications submitted. If the ALC fails to mail or deliver a written approval or disapproval of the plans and specifications to the applicant within 45 days after the plans and specifications have been submitted, and no action has been instituted by the ALC to enjoin the proposed work, the plans and specifications shall be deemed to have been approved.

Section 7. Return of Plans. If the ALC approves or disapproves the plans and specifications in writing, it shall deliver or mail the plans and specifications to the applicant with its written approval or disapproval. If the ALC fails to act within the 45-day period specified in section 6, it shall return the plans and specifications to the applicant on demand.

Section 8. Review Criteria. The ALC shall have the right to disapprove plans and specifications submitted if in its judgment the plans and specifications (i) are not in accordance with all of the provisions of the ALC Guidelines, (ii) are not complete, or

(iii) the design, quality of workmanship or materials, color scheme, location with respect to topography, the finish grade elevation of the Lot or other structures in the vicinity, or the proposed structure or improvement is not in harmony with existing structures or the general surroundings. The ALC shall act reasonably and in good faith regarding the exercise of its judgment. The Board shall have the authority to overrule any decision of the ALC.

Section 9. No Deviation from Plans. Once work has started on the approved project, the Owner must diligently pursue completion of the project and not make any changes to the approved plans without the prior written consent of the ALC.

Section 10. No Waiver. The ALC's approval of any plans, specifications or other matter shall not be deemed to constitute a waiver of the ALC's right to withhold approval of any similar plans, specifications or other matter subsequently submitted for approval.

Section 11. No Liability. The Board, Association, ALC and ALC members who act in good faith based on information possessed by them shall not be liable to any party or entity for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans and specifications even if they are defective, (ii) the

construction or performance of any work whether or not pursuant to approved plans and specifications, (iii) the execution of any estoppel certificate even if the facts stated are not correct, (iv) the enforcement of this Declaration or the ALC Guidelines, or (v) the granting of variances from the ALC Guidelines.

ARTICLE XIV AMENDMENTS AND TERMINATION

Section 1. Amendments. Unless otherwise specifically provided in Article XVI, amendments to this Declaration must be approved by a majority of the Members by either (i) voting by absentee ballot or in person at a meeting of the Members called for such purpose after proper notice or (ii) consenting in writing after proper notice without a meeting of the Members. An amendment approved by the Members shall be recorded with the County Recorder of Maricopa County, Arizona.

Section 2. Termination. Termination of this Declaration must be approved by no less than two-thirds of the Members either by (i) voting by absentee ballot or in person at a meeting of the Members called for such purpose after proper notice, or (ii) consenting in writing after proper notice without a meeting of the Members. If the necessary votes or consents in writing are obtained, the Board shall record a Certificate of Termination with the County Recorder of Maricopa County, Arizona. After recordation, the Association shall be dissolved pursuant to its Articles.

ARTICLE XV GENERAL PROVISIONS

Section 1. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions.

Section 2. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 3. Rule Against Perpetuities. If any interest purported to be created by this 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 (i) those which would be used in determining the validity of the challenged interest plus (ii) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

Section 4. No Warranty of Enforceability. The Association makes no warranty or representation as to the present or future validity or enforceability of any Covenants in this Declaration. Any Owner acquiring a Lot in IronOaks Property shall assume all risks of the validity and enforceability of this Declaration and by acquiring any Lot agrees that the Association shall have no liability to the Owner regarding this issue.

Section 5. References to Covenants in Deeds. Deeds or any instruments affecting any part of IronOaks Property may contain the Covenants set forth in this Declaration by reference to this Declaration, but regardless of whether any such reference is made in any Deed or instrument, all of the Covenants shall be binding upon each Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 6. Gender and Number. Words used in this Declaration in the masculine, feminine or neutral gender shall include the genders not mentioned, and words in the singular or plural form shall include the other form not mentioned.

Section 7. Captions, Titles and Headings. All captions, titles and headings of this Declaration's articles and sections are only for the purpose of reference and convenience, and they shall not be deemed to limit, modify or otherwise affect any of this Declaration's provisions or be used in determining the intent or context of the provisions.

Section 8. Use of the Words "IronOaks at Sun Lakes". No person or entity other than the Association shall use the words "IronOaks at Sun Lakes" or any derivative of these words in any printed or promotional material without the prior written consent of the Association. However, Members may use the term "IronOaks at Sun Lakes" or a derivative of these words in printed or promotional material where such term is used solely to specify that their particular property is located within IronOaks Property.

Section 9. Governing Law. This Declaration shall be subject to applicable law and governed by and construed in accordance with the laws of the State of Arizona.

Section 10. Electronic Balloting. The Board has the authority to adopt a policy regarding voting procedures that, among other things, allows for absentee ballots and written consents to be cast in electronic form.

ARTICLE XVI ORIGINAL DECLARANT'S RIGHTS

Section 1. Original Declarant's Rights Regarding Amendments.

Notwithstanding Article XIV, if any amendment, change or termination of this Declaration affects any rights, interests, benefits or protections of the Original Declarant or any of its affiliates (other than as the Owner of one or more occupied houses) or affects any rights of way or easement rights of any utility company (such as, without

limitation, water, sewer, telephone, cable TV, internet, gas or electric provider), then to be effective, such amendment, change or termination must be approved by the Original Declarant and the instrument effecting such amendment, change or termination must be approved by the Original Declarant. In order to help avoid disputes about whether or not an amendment, change or termination requires the Original Declarant's signature in order to be effective, the Association agrees to provide SLMLP with a copy of any such proposed amendment, change or termination prior to submitting it to the Members for a vote. In no event shall the Original Declarant have any liability for consenting to any amendment approved by the Members of a majority of the Lots.

Section 2. Original Declarant's Rights Regarding Four Lots.

A. The Original Declarant currently owns, either directly or through a trustee, four Lots in Sun Lakes Unit Thirty-Six C (Lots 79, 80, 81 and 82). The current or future Owner of each of these Lots has the right, at any time and at its own expense, to construct one Dwelling Unit on each such Lot in accordance with this Declaration.

B. Notwithstanding anything to the contrary in this Declaration, nothing in this Declaration affects or impairs any rights, benefits or privileges under the Original Declaration of the Original Declarant or its affiliates relating to:

- (i) the development, design, construction, marketing and/or sale of the four Lots or of the Dwelling Units on those Lots; or
- (ii) any benefits, protections, indemnities or limitations of liability contained in the Original Declaration for the benefit of the Original Declarant or its affiliates, except that such provisions shall only apply to (a) the acts and omissions of the Original Declarant and its affiliates prior to the date of this Declaration and (b) the future acts and omissions of the Original Declarant and its affiliates in connection with the development, design, construction, marketing and/or sale of the four Lots and their Dwelling Units;

provided, however, that

(i) the person(s) or entity(ies) constructing a Dwelling Unit on such a Lot may, at the time construction commences, remove the temporary wall constructed in the front of the Lot and shall, within ninety days following completion of the Dwelling Unit, construct a perimeter wall on or about the rear Lot line of the applicable Lot if no such perimeter wall currently exists, which wall shall include stucco and paint in a reasonable attempt to match the existing perimeter wall in IronOaks, it being understood that an exact match is not reasonably feasible and that such person or entity shall not be required to match the stucco or paint perfectly or to stucco or paint any other portion of the perimeter wall.

(ii) the Original Declarant will not construct or permit any of its affiliates to construct any Dwelling Unit on such four Lots that the Original Declarant does not, in its reasonable discretion and judgment, believe is reasonably compatible with the remaining homes in IronOaks, and no review by or approval from the Association or any committee shall be required, and

(iii) if a third party that is not affiliated with the Original Declarant constructs a Dwelling Unit on any of such four Lots, then such third party must comply with all reasonable ALC Guidelines in effect at the time the plans for such construction are submitted to the Association for review and approval.

Section 3. Original Declarant's Rights Regarding New Owner Special Assessments. Notwithstanding anything to the contrary in Article IX, Section 5.B, the New Owner Special Assessment shall not apply to:

A. any sale by the Original Declarant, its affiliate or trustee, or

B. any sale by a third party (i.e., other than by the Original Declarant, its affiliate or trustee) of a Lot that as of January 1, 2012, was both (i) owned by the Original Declarant, its affiliate or trustee and (ii) not improved with a Dwelling Unit until the sale following the date a Dwelling Unit on the Lot has first been occupied for residential purposes. For purposes of this subparagraph, "residential purposes" refers to normal use for living and sleeping purposes, whether for vacation, part-time or full-time residential use, but does not include open houses, use as a model or other use for purposes of sale of the Lot.

STATE OF ARIZONA)
) ss.
County of Maricopa)

Having been first duly sworn, the undersigned officers of the Sun Lakes Homeowners Association No. 3, Inc., do hereby attest that, after Members were duly notified, this Amended and Restated Declaration was approved by the Members holding at least a majority of the voting power, evidenced by the written consents of the Owners of a majority of the Lots delivered to the Association and included in the Association's records and minutes at a meeting of the Board of Directors on May 6, 2019.

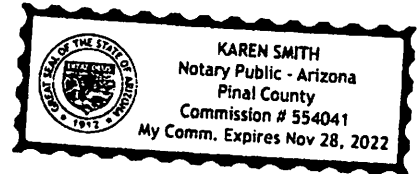
Paula Ferguson
By: PAULA FERGUSON President

Sun Lakes Homeowners Association No. 3, Inc.

SUBSCRIBED AND SWORN to before me this 10th day of May, 2019.

Karen Smith
Notary Public
(Seal and Expiration Date)

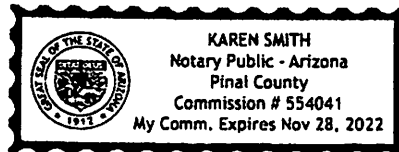
Douglas Bishop
By: DOUGLAS BISHOP Secretary

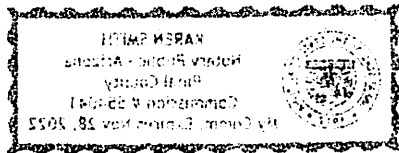
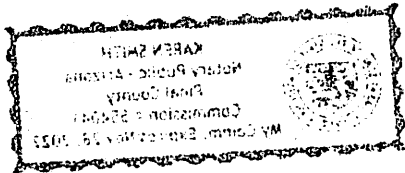


Sun Lakes Homeowners Association No. 3, Inc.

SUBSCRIBED AND SWORN to before me this 10th day of May, 2019.

Karen Smith
Notary Public
(Seal and Expiration Date)





Recorded at the Request of:

AmendedCCRsunlakes-2-1-1--
Yorkm

WHEN RECORDED, MAIL TO:
Beth Mulcahy
Mulcahy Law Firm, P.C.
3001 E. Camelback Road,
Suite 130
Phoenix, Arizona 85016

**First Amendment to Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Sun Lakes Homeowners Association #3, Inc.,
dba IronOaks at Sun Lakes**

This First Amendment to the Amended and Restated Declaration for Sun Lakes Homeowners Association #3, Inc., dba IronOaks at Sun Lakes ("Amendment") is made this 10 day of December, 2022, by Sun Lakes Homeowners Association #3, Inc., dba IronOaks at Sun Lakes ("Association").

RECITALS

A. The planned community known as Sun Lakes Homeowners Association #3, Inc., dba IronOaks at Sun Lakes was subject to a Declaration of Covenants, Conditions and Restrictions recorded in Document No. 1993-0174772, Amended in Document No. 2010-0547989, Amended in Document No. 2012-0325368, Amended and Restated in Document No. 2014-0226084, and Amended and Restated in Document No. 2019-0345789 ("Declaration"), official records of Maricopa County, and subjected the real property described in the Declaration to the Declaration and required that the property be held, sold, used, and conveyed subject to the easements, restrictions, covenants and conditions, which run with the title to the real property subject to this Declaration.

B. The Declaration is binding on all parties having any right, title or interest in any portion of the properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the properties.

C. In order to amend the Declaration, the Association must obtain the approval of a majority of the Members. The Association has obtained the approval of a majority of the Members.

NOW, THEREFORE, the Declaration is amended as follows:

1. Amend the Declaration by amending Article IX, Section 5(B)(2) as follows:

Every Current and Future Member is qualified for a one-time exemption from the New Owner Special Assessment (FACE Fund Assessment) if (i) the member acquires ownership of another Lot in IronOaks Property after January 1, 2023, (ii) an exemption has not been previously exercised, and (iii) evidence of a purchase contract for another Lot in IronOaks Property is provided to the Association's office within 90 days after the closing date of the Lot and Dwelling Unit.

2. Amend the Declaration by amending Article IX, Section 5(B)(4) as follows:

Effective January 1, 2023, the New Owner Special Assessment (FACE Fund Assessment) shall be an amount up to twice the Annual Assessment in effect at the time of closing of escrow or conveyance. Annually, the Board, in its sole discretion, may set a fixed amount that is less than twice the Annual Assessment, but under no circumstance may the Board set the amount higher than twice the Annual Assessment that is in effect at the time of closing of escrow or conveyance.

3. The terms used in this Amendment without definition shall have the same meanings given to such terms in the Declaration (as amended).

4. By attesting to this Amendment, the undersigned certifies that the amendments to the Declaration set forth in this Amendment were properly adopted in accordance with the requirements of the Declaration.

5. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any inconsistency or conflict between the provisions of this Amendment and the Declaration this Amendment shall prevail.

Sun Lakes Homeowners Association #3, Inc., dba IronOaks at Sun Lakes

BY: Stephanie Raehl (Signature)

Stephanie Raehl (Print Name)
ITS: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 20 day of December, 2022, by Stephanie Raehl, the President of Sun Lakes Homeowners Association #3, Inc., dba IronOaks at Sun Lakes, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: Rosanna Cruz

My commission Expires: 06/27/2025

