

APRIL 13, 1992

TO ALL HOMEOWNERS:

Attached is your copy of the CC&Rs (Covenants, Conditions and Restrictions) as amended by votes of the homeowners of the nine parcels, and filed with the Maricopa County Recorder on April 13, 1992.

For the sake of uniformity, inclusion of the age-specific portion of the Fair Housing Law, and inclusion of language to conform to Maricopa County and City of Mesa zoning regulations, your Board of Directors initiated the amendment process last year.

No changes were made to Sections A, B, C or E. However, where there are differences, they are highlighted and bracketed [like this].

Section D, Covenants, Conditions and Restrictions, was the only section amended. Changes and differences are highlighted and [bracketed].

With the completion of the amendment process, we now have all parcels with the same CC&Rs. The only major differences are those between mobile home parcels and single family house parcels.

If you have any questions about the process, or these CC&Rs, please call the FOSA office at 984-1434.

In the case of legal action, the formally filed original CC&Rs (dated 1971 to 1983), and the amendments filed April 13, 1992 would be the governing documents.

This copy is provided in order that you have a comprehensive, all-inclusive, easily readable and complete set of CC&Rs for your use and reference.

Parcel	1	includes	Lots	1	-	155
	2			156	-	413
	3A			415	-	486
	7A			487	-	524
	3B			525	-	669
	4			670	-	1055
	6			1056	-	1299
	13			1386	-	1414
	7B			1415	-	1579

Note: This is not a legal copy.

FOUNTAIN OF THE SUN
COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS)
(As Amended April 1992)

A. INTENT

This declaration made this 15th day of September, 1972 (parcels 3B, 4), 7th day of December 1973 (parcel 13), 17th day of October, 1980 (parcel 6), 3rd day of March 1983 (parcel 7B), by TRANSAMERICA Title Insurance Company of Arizona (parcels 3B, 4, 13), PIONEER Trust Company (parcel 6, 7B), as Trustee under Trust No. 9152 (3B, 4, 13), Trust No. 20398 (parcels 6, 7B).

WITNESSETH:

Said Trustee holds legal title to, and Universal Development Corporation is the trust beneficiary and the developer of certain lands located in Maricopa County, Arizona, more fully described in Section B and desired to establish a general plan for the improvement and development of the property and to subject the property to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is to the benefit of said property and the owners thereof and shall apply and bind their successors in interest and any other owner thereof;

Now, therefore, Transamerica Title Insurance Company of Arizona (parcels 3B, 4, 13), Pioneer Trust Company of Arizona (parcel 6, 7B) hereby declares the real property described and referred to in Section B in and shall be held, transferred, sold and conveyed subject to conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, all of which shall be deemed to run with the described land.

B. DEFINITIONS

"THE PROPERTY" shall mean and refer to all such existing properties and additions thereto, and are subject to this declaration or any supplemental declaration and are more particularly described as:

FOUNTAIN OF THE SUN PARCEL #	PLAT OF RECORD BOOK #	PAGE #
4	(docket) 9944	49-56 670-1055
	(except mobile home lots 1026 & 1027)	
6	227	31 1056-1299
7B	251	47 1415-1579
7B Amendment-Instrument No.83-145713	3/10/89	
13	168	34 1386-1414

"ASSOCIATION" shall mean the Fountain of the Sun Association, a nonprofit association to be comprised of Developer (so long as Developer chooses to remain a member) and the owners of lots within the Property and other property adjacent or nearby developed pursuant to a common plan, which Association will enforce the covenants, conditions and restrictions hereby declared and maintain and thereof certain common areas and facilities upon or near the Property for the benefit of its members.

"COMMON AREA" or "COMMON ELEMENTS" shall mean all areas within the Property (and nearby property developed pursuant to a common plan) owned and maintained by the Association for the common use and enjoyment of the members of the Association.

"LOT" or "UNIT" shall mean and refer to lots as shown upon the latest applicable recorded subdivision map of the Property.

(The following in parcel 3B, 4, 13 only - not in parcel 6, 7B) "TRACT" shall mean and refer to tracts shown upon, and designated by letter-number combinations in, the latest applicable recorded subdivision plat or plats of the Property.

"LIVING UNIT" shall mean and refer to any portion of buildings or mobile homes (parcel 4), dwellings (parcels 3B, 4, 6, 7B, 13) situated upon the property designed and intended for use and occupancy as a residence by a single family.

"STRUCTURE" shall mean any building, improvement, structure, fixture, fence or other enclosure not otherwise specifically described.

"DEVELOPER" shall mean Universal Development Corporation.

"OWNER" shall mean and refer to any purchaser under agreement of sale or, absent any executory agreement of sale (parcels 3B, 4, 6, 7B), owner of record, whether one or more persons or entities, of the fee simple title to any lot situated upon the Property, but not withstanding any applicable provision of a mortgage, shall not mean or refer to a mortgagee, trustee or beneficiary under any trust deed until such mortgagee, trustee or beneficiary under any trust deed has acquired title through foreclosure or any proceeding in lieu of foreclosure.

(Parcel 6, 7B only): The Developer (and not Pioneer Trust Company of Arizona or its successors or assigns) shall be deemed, for purposes of this Declaration, to be the Owner of each Lot situated upon the Property which is held in trust by Pioneer Trust Company of Arizona (or its successors or assigns) for the benefit of the Developer and which is not subject to an executory agreement of sale.

"MEMBER" shall mean and refer to all those owners who are members of the Association.

C. GENERAL PURPOSES

Whereas the Developer desires to ensure the appropriate improvement of the Property and to create a community with parks, open spaces and common facilities for the general benefit of said community, and to prevent inharmonious development of said property, thereby enhancing the values of investments made by purchasers of the lots therein.

D. COVENANTS, CONDITIONS AND RESTRICTIONS CC&Rs

1. Subdivision of Lots

No lot or lots shall be (re)subdivided, or any (re)subdivided portion of a lot sold or leased, except as to combine the ownership re-subdivided portions of one lot with other adjoining lots. Any ownership of single holding by any person comprising parts of two adjoining lots or the whole of one lot and parts of one or more adjoining lots shall, for the purposes of this Declaration of Conditions and Restrictions (except as hereinafter specifically provided), be deemed to constitute a single lot.

2. Approval of Plans and Location of Structures

The Developer has deemed it desirable for the efficient preservation of values and amenities in said community to create an agency to which should be delegated and assigned the right and power to maintain and administer the Common Area and facilities thereon and enforce the covenants, conditions, restrictions, reservations, easements, liens and charges herein provided for.

(In parcel 6, 7B, 13 only): The Association has been organized as a non-profit corporation incorporated under the name of FOUNTAIN OF THE SUN ASSOCIATION for the purpose of exercising such rights and powers.

The Developer will organize the Association for the purpose of exercising such right and power. However, such rights and powers shall first be, and they are hereby vested in the Developer, who shall in turn transfer such rights and powers to the Association at such time and in the sole judgment of the Developer the said Association is ready therefor. Upon such transfer, all such rights and powers shall be fully vested in, and exercised by the Association, (All subsequent references to "Developer or the Association" shall be deemed to refer to the party then vested with such rights and powers.) No dwelling nor structure shall be placed upon any lot until such dwelling or structure (and the location thereof on the lot has been approved by Developer or the Association (as appropriate)).

Said Developer or Association shall have access to, and the right to inspect, the Property and/or materials at any reasonable time during the process of construction. Dwellings shall be approved in writing as to condition and appearance by the Developer or the Association. The issuance of approval shall be within the sole discretion of the Developer or the Association. The Developer or the Association may from time to time promulgate rules, regulations and standards with respect to procedures for obtaining approval of dwellings (parcels 3B, 6, 7B, 13), Mobile Homes (Parcel 4) and structures proposed to be placed on lots and criteria to be employed in granting or denying such approval.

3. Garage and Carports

No garage or accessory buildings shall be used as living quarters. All driveways shall be of concrete construction.

4. Temporary Structures

No temporary residence, dwelling or garage shall be placed or erected on any lot. No residence shall be occupied in any manner while in the course of construction or prior to its being fully completed without the written approval of the Developer or his successor. (The following added to all parcels): No retail/commercial or detached storage sheds are allowed.

5. New Construction

All buildings or structures erected on the property shall be of new construction and shall not have been moved from other locations onto said premises.

6. Animals

No cattle, sheep, poultry, hogs or any other livestock shall be kept or maintained on any lot. This paragraph shall not be construed as a prohibition against or in any way interfering with the keeping of ordinary domestic pet animals.

7. Name Signs

No signs, advertisements or billboards of any kind shall be erected, placed or maintained on any lot other than a name and address sign or reasonable signs relative to the sale or rental of lots as may be approved by Developer or the Association.

(All parcels had the following added, and the old paragraph deleted).

8. Heating, Ventilation, and Air Conditioning (HVAC), Solar Panels, Antennas and Towers: Evaporative Coolers

(a) Equipment for heating, ventilation, and air conditioning must be placed within the home or living quarters, except heat exchangers such as heat pumps, or compressor/condenser units may be placed outside the exterior walls of the home or living quarters, but no nearer to any side lot line than is permissible or approved by the Association or easement requirements. In other words, air handling units that distribute controlled temperature air the year around, both heating and cooling, are to be installed indoors.

(b) Evaporative coolers must be installed at grade level as a thru-wall side mounted type, on a platform that is constructed below the roof peak and made attractive to adjacent properties, or on the roof (using a low profile type unit) properly screened from view of the neighborhood or street.

(c) Solar panels, for hot water heating purposes, may be installed upon the roof of a building containing a living unit, provided such panels and accessories related thereto, are fully screened or concealed from view with adjacent properties.)

(c) (con't.)

Parapet walls, which are an integral part of a structure or attractive screening to hide the installation are examples of concealment. Low profile systems, not highly visible or unattractive would also be considered for approval.

(d) No television, radio, short wave, or any other type of antennas, poles, or towers shall be placed, constructed or maintained upon any property.

(e) No lightposts of any kind that exceed the height of eight (8) feet as measured from grade level to the top, shall be installed or maintained on any home property.

(f) Satellite TV scanning dishes are allowed provided the following provisions are met:

1. A plot plan of the proposed location of the installation of the dish in the rear quarter of the property, clear of any easements (should they apply), must be submitted with the request.

2. The maximum height above ground shall be eight (8) feet.

3. The dish should be completely screened from view on all sides by vegetation (trees and/or shrubs).

4. All adjacent neighbor approval, in the form of signed statements should accompany the request.

All of the above would be subject to the approval of the Association.

Any existing structures that were in place before the adoption of these amendments shall not be affected.

9. Tanks

No elevated tanks of any kind shall be erected, placed or permitted on any lots. Any tanks, including tanks for the storage of fuel, must be buried or attractively screened to conceal it from neighboring tracts, roads or streets.

10. Vehicles

Private passenger automobiles, passenger vans and pickup trucks with camper shells no higher than the passenger cab compartment, may be parked on the streets only during the day and must be parked on driveways or in garage or carport overnight. Pickup campers or trucks larger than pickup class and vehicles other than described above shall not be kept on any lot or street except in areas designated therefor by the Association. No motor vehicle or part thereof which is under repair, not in operating condition or unregistered, shall be placed or permitted to remain on the street or streets or any portion of any lot or lots unless it is within a closed garage or structure.

10. Vehicles (con't.)

No vehicle may be parked anyplace on the lot except on the concrete driveway. Driveways shall be established on the property only where the concrete is cut for such purpose. No boats or boat trailers shall be constructed, kept or maintained upon any lot.

11. Commercial Use

All lots and structures thereon shall be used for private residence purposes only, and no buildings or structure of any nature adapted primarily for business purposes shall be erected or maintained on any residential lot and no business of any nature shall be conducted on any lot. Nothing herein shall be deemed to prohibit the leasing of any home or residential structure for residential purposes.

(All parcels had the following added):

In accordance with City of Mesa Zoning Ordinance, Chapter 1, Section 11-1-6.

Accessory Use, the following activities are allowed: Hobbies and other activities provided there is no non-resident employee, exterior storage, commercial storage or other exterior indication of a non-residential use, and shall not include any commercial use except the furnishing of services for compensation limited to swimming and fine arts instruction, sewing, telephone solicitation and arts and crafts. No door-to-door solicitation is allowed.

The above two paragraphs allow use for recreation and profit those part-time hobbies and skills which are useful to the residents provided the conditions of the Mesa Zoning Code and these CC&Rs are met.

12. Underground Facilities

No cesspool or well may be dug or run laterally without prior written approval of Developer or the Association. No lot shall be used for the purpose of boring, mining, exploring for or removing oil or other hydro-carbons, minerals, gravel or earth.

13. Outdoor Burning

No outdoor burning of trash or other debris, shall be permitted. This shall not prohibit the use of normal residential barbeque or other similar outside grill.

14. Sanitation

Garbage and refuse facilities and any other artificial projections from the ground shall be walled in and camouflaged in such a manner as to conceal them from the view of the neighborhood lots and streets. All rubbish, trash and garbage shall be in approved containers regularly removed from the premises and shall not be allowed to accumulate thereon.

15. Obstructions and Interferences (there were no changes in parcels 6 and 7B).

No fences in front yards that are within fifteen (15) feet of the street abutting the front yard shall be constructed over six (6) inches in height.

No fences located other than in a front yard shall be constructed over four (4) feet in height nor shall any fences be constructed of chain link. All fences shall be approved in writing as to condition and appearance by the Association.

No structure, shrubbery or other vegetation shall be permitted to exist on any lot the height or location of which shall be deemed by the Developer or the Association to constitute either a traffic hazard, to be unattractive in appearance or unreasonably detrimental to the adjoining property. As an aid to freer movement of vehicles at the near street, intersections, and in order to protect the safety of (children), pedestrians and the operators of vehicles and/or property, the Developer or the Association may impose limitation on the height of fences, walls, gateways, ornamental structures, hedges, shrubbery and other fixtures, construction and planting on corner lots in all districts where front yards are required. Such barriers to clear unobstructed vision at corners of intersections and streets shall be limited to a height of not over two (2) feet above the established elevation of the nearest street line for a distance of at least fifteen feet (15) along both front and side lines measured from the point of intersection of said intersecting lot lines.

16. Nuisance

No noxious or offensive activity may be carried on upon any lot nor shall anything be done therein which may be or may become an annoyance or detriment to other property owners.

17. Easements

No plant or structure (except suitable ground cover), walls and fences of any type may be constructed, placed or permitted to remain on areas subject to easements as shown on recorded plats.

No such plants, structures, walls and fences shall be permitted on any lot which shall be deemed by the Developer or the Association a detriment to a drainage area or to utilities located under or near such plants, structures, walls or fences.

18. Ingress and Egress

Rights of ingress and egress to, and the right of entry upon, any part of the Property are reserved to the Developer and the Association for the purpose of installing improvements for the benefit of the Property or of investigating possible or actual violations of these covenants and correcting such violations, or to sell unsold lots.

19. Single Family Dwellings

Single family dwellings "constructed" on any lot shall be of permanent construction and shall have a minimum area of one thousand square feet exclusive of carports, breezeways, garages, open patios and porches. The maximum height of any single family dwelling shall be two stories above grade.

20. Setbacks

All setbacks and side yards shall conform to the zoning requirements of Maricopa County and the City of Mesa and conform to setbacks shown on the plat or plats of record of the Property. (Parcels 6 and 7B also read) "and in no event shall they be less than those required by the zoning ordinances (and any other governmental requirements) which may be applicable to the Property from time to time."

21. Mobile Homes Prohibited (applies only to parcels 3B, 6, 7B, 13).

No trailer, mobile home or vehicle designed to serve any residential function, including without limitation of the foregoing, self-propelled motor lodges, vans or trucks not elsewhere herein specifically allowed, shall be kept at or upon any lot either temporarily or permanently.

22. Age Restriction (this section is new to all parcels except 7B, which parcel contained this provision on a prior amendment).

At least one occupant of each living unit must be 55 years of age or older: provided, however, that this section shall not apply to current occupants who first occupied the living unit prior to September 13, 1988. If an occupant who is 55 years of age or older dies, the remaining occupants of the living unit may continue to occupy the living unit even though none of such persons are 55 years of age or older. No person under 18 years of age shall occupy or reside in a living unit for more than ninety (90) days during any twelve (12) month period. The provisions set forth in this section are for the purpose of establishing the policies and procedures necessary for the property to qualify for the age 55 or over housing exemption under the Fair Housing Amendments Act of 1988. The Board of Directors is authorized to adopt such other policies and procedures which may be necessary from time to time in order for the property to meet all of the requirements for the Age 55 or over Housing Exemption.

23. Enforcement of Covenants

Should it become necessary at any time that the Developer or the Association incur any expense or employ counsel to enforce any of the provisions, conditions, restrictions or covenants herein contained, all costs incurred for the enforcement of such provisions, conditions, restrictions or covenants herein contained (including a reasonable fee for enforcement), shall be borne by the offending party, provided notice in writing of such violation has been reasonably given. The Developer, the Association and any Member shall be a proper party plaintiff in any action to enforce any provision of this Declaration, and any violation of any provision hereof may be enjoined or specifically enforced. Developer or the Association shall also be entitled to remove any structure, mobile home or property, or trim or remove any vegetation, maintained or kept on any lot in violation of the provisions of this Declaration and to charge the owner of such lot for the cost of such removal or trimming. Such charge shall be secured by a lien of the type, and enforceable in the manner, provided in Section 26 of this Declaration.

24. Duration of covenants

These easements, covenants, conditions and restrictions run with the land and shall be binding on all parties and all persons claiming under them until the year 2000 at which time said covenants, easements, conditions and restrictions shall automatically be extended for successive periods of twenty-five (25) years each, except as the same may be amended or revoked by the affirmative vote of 75% of the owners of the lots subject to this declaration (added to parcel 1 - all other parcels already had this provision), (with the owners of a lot having more than one owner to be afforded collectively one vote). (The last part was added to parcels 3B, 4, 13).

25. Association Membership

Membership in the Association shall be comprised of owners of lots, there being one membership for each lot as platted of record, and a fractional membership for a fraction of such lot. Such lot owner shall be entitled to the rights and privileges of membership of the Association, and shall comply with its duly promulgated rules and regulations.

26. Association Assessments (7B has minor language differences, which are not detailed here).

Each lot shall be assessable by the Association as provided in the by-laws thereof, and any such assessment shall constitute, from the date of such assessment, a lien on each such lot to secure the payment of the assessment. For purposes of this section, any portion of any lot which shall have been combined into common ownership with an adjacent lot shall bear that proportion of the assessment imposed upon each lot as such portion of lot shall bear to the original platted lot from which it is derived. In the event that any assessment imposed by the Association shall not be paid on or before the due date thereof, the Association shall have the right to foreclose such lien by judicial foreclosure in the manner prescribed by Arizona law for the foreclosure of liens on real property other than mortgage liens. In the event of any action to foreclose such lien, the lien shall be deemed to secure, in addition to all Association assessments then due and unpaid, all costs and expenses (including reasonable attorneys' fees) incurred in preparation for or in connection with such foreclosure, together with interest on the unpaid assessment or assessments from the due date thereof until paid.

27. Delegation of Developer or Association

Developer or the Association shall have the right to appoint agents or committees or both to act on behalf of Developer or the Association for the purpose of exercising any right, power or duty given to or imposed upon it by this declaration.

28. Purposes for Assessments

Assessments made under the authority of this Declaration shall be for the sole purpose of raising funds required for the maintenance, repair and improvements of common areas, streets, alleys and recreation facilities available to all members of the Association as well as costs of administration of the Association and such other costs as the Association may from time to time incur for the benefit of its membership.

29. Consent by Purchase or Lease

The execution of any agreement to purchase or lease any lots or the acceptance of a deed or lease to any lot shall, without further affirmative act or assent by such purchaser or recipient, cause such recipient or purchaser and his rights in the subject lot to be subject to the by-laws and the duly promulgated rules and regulations of the Association and to the provisions of this Declaration, and shall constitute such purchaser's or recipient's agreement to be bound by, and perform in accordance with the provisions of this Declaration.

30. Enforcement

Violation of any one or more of the covenants, conditions and restrictions contained herein may be enjoined by any court of competent jurisdiction and/or damages awarded against any violator.

E. PRIVATE ROADS AND OTHER TRACT USES (This is in parcels 3B, 4, 13 and was left intact.)

There is hereby established and dedicated for the following persons and uses easements upon, over and across those areas shown on the plat or plats of record of the Property as lettered and numbered tracts:

1. For ingress and egress to and from all lots adjacent to such tracts by the owners of such adjacent lots, all invitees of such owners, Developer and Developer's agents, employees and delegates, the Association and its agents, employees and delegates.

2. For delivery of mail and goods and services requested by such adjacent lot owners.

3. For the installation and maintenance of any and all public utilities facilities in a manner reasonably consistent with the other uses of said Tracts recited herein.

4. For landscaping and recreation purposes to the extent consistent with the preservation of streetways for ingress and egress not less than twelve feet in width.

5. For the construction, repair and maintenance of any improvement or facility upon such Tracts in furtherance of the foregoing purposes and uses.

Nothing herein set forth shall be deemed or construed to constitute said Tracts, or any part thereof, as public streets or public roads.