

A D D E N D U M

COMES NOW, FOUNTAIN OF THE SUN COMMUNITY ASSOCIATION, an Arizona non-profit corporation, hereinafter F.O.S.C.A. and the undersigned associations which are a homeowner association, condominium association, or apartment owner within the Fountain of the Sun Development near Mesa, Arizona.

NOW, THEREFORE, good and valuable consideration, receipt of which is hereby acknowledged and for the mutual promises contained herein, the undersigned do hereby execute the following addendum to that certain agreement executed on the 31st day of December, 1983, wherein the Fountain of the Sun Association and each of the condominium or homeowner associations and apartment owners within the Fountain of the Sun Development, which were parties to said agreement or which otherwise have subscribed to the use of the F.O.S.C.A., useage or common areas and the F.O.S.C.A recreational facilities and all services agreed, in exchange for the right of their members to use the common areas and recreational facilities of the Fountain of the Sun Development, to be fully bound and obligated to pay periodic assessments to the FOUNTAIN OF THE SUN COMMUNITY ASSOCIATION.

1. Additional Remedies of FOUNTAIN OF THE SUN COMMUNITY ASSOCIATION: In addition to any remedy set forth in the above described agreement or allowed at law or in equity, FOUNTAIN OF THE SUN COMMUNITY ASSOCIATION shall also have the following remedies against the undersigned homeowner association, codominium association or apartment owner in the event of default

or breach by the undersigned of any of the terms and conditions of the above described agreement.

(a) A late charge of Five and 00/100 Dollars (\$5.00) per day will be added to the amount of any assessment due by the undersigned homeowner or condominium association or apartment owner if any portion of said assessment remains unpaid following a period of seven (7) days after the date on which it becomes due. This amount is not a penalty but is an amount to offset damages incurred by F.O.S.C.A. by not having payments on time.

(b) In the event of breach by the undersigned homeowner or condominium association or apartment owner of any of the terms and conditions of the above described agreement or of this addendum, the undersigned homeowner or condominium association or apartment owner shall pay FOUNTAIN OF THE SUN COMMUNITY ASSOCIATION all costs and expenses including reasonable attorneys fees incurred by FOUNTAIN OF THE SUN COMMUNITY ASSOCIATION in connection with the enforcement of any of the terms of the above described agreement or of this addendum. Interest shall accrue upon all unpaid and late sums at the rate of 1 1/2% per month compounded monthly and shall be paid to F.O.S.C.A. from the defaulting party.

(c) All payments due F.O.S.C.A shall be made as directed by F.O.S.C.A. but not more frequently than monthly nor less frequently than annually. All payments are due and payable on the first day of the month specified and shall be late if not paid within seven (7) days thereafter or the 6th of the month.

(d) Each party hereto acknowledges and agrees that if any party paying fees or assessments to F.O.S.C.A. is thirty (30) days late in paying all such amounts then due to F.O.S.C.A. then F.O.S.C.A. may in its discretion to do any or all of the following: 1) Terminate any or all agreements with the non-paying association or apartment owner; 2) Refuse to provide access to and use of facilities and services provided by F.O.S.C.A. to renters or members of the non-paying association; 3) File suit for collection of sums due, specific performance, damages and/or for any other legal right F.O.S.C.A. may have; 4) Accelerate the remainder of the assessment for the year and collect the same by suit; 5) or such action as the F.O.S.C.A. Board may direct.

"(6)
Items 1
through 5
cannot be
enacted
until
thirty
(30) days
after
formal
written
notice
is
received
by the
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party."

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(e) Each party hereto acknowledges and agrees that it is absolutely critical and fundamental to the success of F.O.S.C.A. and its ability to provide services and facilities to Fountain of the Sun Residents that each homowner and condominium association or apartment owner if agreeing hereto fully live up to all duties and obligations set forth herein and that any failure to do so will be a material breach causing substantial harm to F.O.S.C.A.

(f) The F.O.S.C.A. board of directors shall have the sole and absolute authority over all facilities and services provided and may in its descretion by a majority vote of a proper quorum change, alter, repair, enlarge, reduce and in all ways manage the facilities and services provided to members of signatory homeowners and condominium associations and apartment renters.

(g) F.O.S.C.A. shall be hereby authorized to make rules and regulations and thereafter to amend or modify the same, concerning the availability of and use of facilities and services made available to the eligible users.

h) Only owners, members or legitimate temporary guests of homeowners, condominium owners or renters shall be allowed use of the facilities and services provided by F.O.S.C.A.. Any association or apartment owner signing this agreement may limit or restrict the use of F.O.S.C.A. facilities or services by any of its own members for non-payment of assessment and upon notice to F.O.S.C.A. such person may be prevented or requested to cease using the facilities or services. Actual limitations of useage by a non-assessment paying association member or apartment renter who will not voluntarily cease useage shall be the duty and responsibility of the member's association or apartment owner.

A user of the facilities or services who does not comply with the rules and regulations may be barred by F.O.S.C.A. from further useage for any time period established by the board but the assessment for that unit shall continue as if the person still had use privileges.

2. This agreement may be executed in counterparts and the signature of any signer whether the same agreement is signed by all other potential signators or not shall be binding upon the signer. Each homeowners or condominiums association or apartment owner acknowledge that their signature hereto is authorized by their respective group and that all agreements being signed concerning F.O.S.C.A. and its ownership operation of the common

useage areas at FOUNTAIN OF THE SUN Development are duly authorized and approved.

WHEREFORE, the parties hereto have executed this agreement on the 31st day of December, 1983.

FOUNTAIN OF THE SUN ASSOCIATION

By *W. B. Palmer*
Its *President*

FOUNTAIN OF THE SUN COMMUNITY ASSOCIATION, an Arizona non-profit corporation,

By *Marvin M. Spahr*
Its *President*

FOUNTAIN OF THE SUN CONDOMINIUMS ASSOCIATION

By *McDonald Jones*
Its *President*

FIRST PHASE PARCEL 9 CONDOMINIUMS ASSOCIATION

By *Gene Romolo*
Its *Vice President*

SECOND PHASE PARCEL 9 CONDOMINIUMS
ASSOCIATION

By Sam Bloom
Its President

THIRD PHASE PARCEL 9 CONDOMINIUMS
ASSOCIATION

By Martin M Spahr
Its President

FOURTH PHASE PARCEL 9 CONDOMINIUMS
ASSOCIATION

By J. S. Callahan
Its Pres.

FIRST PHASE PARCEL 10 CONDOMINIUMS
ASSOCIATION

By L. M. Lorenze
Its President

SECOND PHASE PARCEL 10 CONDOMINIUMS
ASSOCIATION

By Gene Romer
Its V. Pres.

THIRD PHASE PARCEL TO CONDOMINIUMS
ASSOCIATION

BY Nathan L. Jacobs
ITS General Manager U.D.C.

PARCEL 11 CONDOMINIUMS ASSOCIATION

BY Nathan L. Jacobs
ITS V.P.

The foregoing Agreement is accepted and approved by the undersigned insofar as it pertains to the rights and obligations of the owners of the apartment dwellings referred to therein.

REALTY DEALERS LTD.
By Lloyd L. Phillips, Treasurer
UDC Advisory Service, Inc.
General Partner.

The foregoing Agreement, insofar as it pertains to the rights and obligations of UNIVERSAL DEVELOPMENT CORPORATION, is hereby accepted and approved.

UNIVERSAL DEVELOPMENT CORPORATION

BY Thomas W. Leub
ITS Vice-President