

PinnaclePeakCCRs-15-1-1--  
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**Recorded at the Request of:**

**WHEN RECORDED, MAIL TO:**

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**PINNACLE PEAK ESTATES – UNIT I  
ENGROSSED AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS**

This Engrossed Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinnacle Peak Estates – Unit I Homeowners Association is made this \_\_\_\_ day of August, 2019.

A. The Declarant recorded a Declaration of Covenants, Conditions and Restrictions in Docket 8582, Page 867 on March 17, 1971, records of Maricopa County, Arizona; and the Association recorded First Amendment to Declaration of Covenants, Conditions and Restrictions, recorded at Document No. 1989-458484, re-recorded at Document No. 1989-471268, records of Maricopa County, Arizona; and an Amended and Restated Declaration of Covenants, Conditions & Restrictions was recorded at Document No. 2010-0484762, records of Maricopa County, Arizona; and a First Amendment to Amended and Restated Declaration was recorded at Document No. 2019-0565794, records of Maricopa County, Arizona (“Declaration”) and subjected the real property described in the Declaration (and any Supplemental Declaration) to the Declaration and required that the real property described in the Declaration (and any Supplemental Declaration) be held, sold, used, and conveyed subject to the easements, restrictions, covenants and conditions, which run with the title to the real property described in the Declaration.

B. The Association wishes to record this Engrossed Amended and Restated Declaration as stated below to include the First Amendment to Amended and Restated Declaration, recorded at Document No. 2019-0565794, into the Amended and Restated Declaration, recorded at Document No. 2010-0484762, so that there is only one document.

C. Pursuant to Section 23 of the Amended and Restated Declaration, recorded at Document No. 2010-0484762, the Declaration may be amended by the written approval of the majority of votes in the Association, of homeowners who are in good standing with the Association. The First Amendment to Amended and Restated Declaration was adopted in accordance with this procedure and is incorporated herein, in this engrossed version, which is being engrossed for the sole purpose of incorporating all of the amendments into a single comprehensive document.

- D. NOW, THEREFORE, the Declaration, in its entirety is engrossed as follows:

**PINNACLE PEAK ESTATES – UNIT I  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
& RESTRICTIONS**

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SET FORTH BELOW ARE THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINNACLE PEAK ESTATES – UNIT I, TO BE REFERRED AS THE DECLARATION THROUGHOUT.

PINNACLE PEAK ESTATES – UNIT I HOMEOWNERS’ ASSOCIATION (“ASSOCIATION”) IS A UNIQUE COMMUNITY. ALL LOTS ARE ONE ACRE OR MORE AND ALL OWNERS ARE REQUIRED TO MAINTAIN DESERT AND NATIVE LANDSCAPING ON THEIR RESPECTIVE LOTS. IN ADDITION, ALL HOMES MUST BE PAINTED WITH COLORS THAT ARE CONSISTENT WITH DESERT TONES.

EVERY OWNER(S) IS BOUND BY THE ASSOCIATION’S DECLARATION. IN RETURN, THE ASSOCIATION MAINTAINS THE ASSOCIATION’S COMMON AREAS AND PROVIDES CERTAIN SERVICES TO THE COMMUNITY. THE OPERATION OF THE ASSOCIATION AND THE BOARD IS OUTLINED IN THE BY-LAWS OF THE ASSOCIATION. ALL OWNERS AND THE ASSOCIATION ARE ULTIMATELY BOUND TO CITY, COUNTY, STATE CODES AND THE ARIZONA REVISED STATUTES GOVERNING ASSOCIATIONS.

IT IS IMPORTANT TO NOTE THAT WITH REGARD TO ANY VIOLATIONS THAT WOULD REQUIRE COSTS OF A STRUCTURAL CHANGE OF WALLS, FACILITY OR HOME IMPROVEMENT OF THE DECLARATIONS IN EXISTENCE AT THE TIME OF THE ADOPTION OF THE UPDATED DECLARATIONS, OWNERS WHO CURRENTLY ARE OUT OF COMPLIANCE WILL NOT BE ASKED TO MAKE ACCOMMODATIONS TO BRING INTO COMPLIANCE. HOWEVER, FOR MAINTENANCE ITEMS AND GOING FORWARD, NEW STRUCTURAL IMPROVEMENTS, THESE DECLARATIONS MUST BE ADHERED TO.

WHEREAS, THE FOLLOWING DESCRIBED PREMISES, SITUATED WITHIN THE COUNTY OF MARICOPA, STATE OF ARIZONA:

LOTS ONE (1) TO FIFTY-ONE (51), INCLUSIVE, PINNACLE PEAK ESTATES ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 136 OF MAPS, PAGE 24 THEREOF (HEREINAFTER SOMETIMES REFERRED TO AS THE “SUBDIVISION”), ARE SUBJECT TO CERTAIN PROTECTIVE DECLARATION AS HEREINAFTER SET FORTH;

NOW THEREFORE, THE ASSOCIATION HEREBY DECLARES THAT ALL OF THE PROPERTIES DESCRIBED ABOVE SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, AND RESTRICTIONS, ALL OF WHICH ARE FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SUCH PROPERTY, AND ALL OF WHICH ARE HEREBY DECLARED TO BE FOR THE BENEFIT OF ALL OF THE PROPERTY DESCRIBED HEREIN AND THE OWNERS THEREOF, THEIR HEIRS, SUCCESSORS, GRANTEEES AND ASSIGNS.

### 1. SINGLE FAMILY RESIDENTIAL LOTS.

All Residential lots shall be used, improved and devoted exclusively to residential use by a Single Family. No owner of a lot shall rent or lease such lot for a period of less than six (6) months. Any owner who is renting or leasing his/her/their lot as of the date that this amendment is recorded for a term that is less than six (6) months may continue to do so, except that such right to rent or lease the lot for a term that is less than six (6) months will terminate upon the expiration of the lease or the transfer of title of the lot by the person(s) who are owner(s) at the time this amendment is recorded, whichever occurs first.

No owner may lease less than his entire lot.

Within ten (10) days after leasing a Lot, the Owner of the Lot shall disclose to the Association in writing the name(s) and contact information for any adults occupying the Lot; the time period of the lease, including the beginning and ending dates of the tenancy. On request of the Association or its Managing agent for the disclosures described in the preceding sentence, the managing agent or, if there is no managing agent, the association may charge a fee of not more than twenty-five dollars (\$25.00), which shall be paid within fifteen days after the postmarked request. The fee may be charged for each new tenancy for that lot but may not be charged for a renewal of a lease. If the owner fails to disclose the complete information within ten (10) days after leasing a lot, the association may charge a late fee of fifteen dollars (\$15.00).

It shall be the responsibility of the Owner(s) to provide the tenants with current copies of the Declaration, Bylaws and Rules and Regulations and Amendments thereto.

The Board may permit a lot owner to rent or lease his/her/their lot for a period of less than six (6) months whenever, in its opinion, such action may be necessary to alleviate a hardship resulting from death, extended illness, job transfer, or other similar cause. The Board's decision to grant a variance under this section shall be final. The board will evaluate a request for a variance under this section on a case by case basis.

### 2. PURPOSE OF ARCHITECTURAL COMMITTEE.

No improved structure or dwelling of any kind, including but not limited to new homes, guest houses, outside play structure, sport courts with lighting, walls or garages shall be commenced, erected or placed on any of said lots until the design, location, kind of material to be used in said structure, and the landscaping have been approved in writing

by the Architectural Committee appointed by the Board, or the Board if no Architectural Committee is available. It shall be the general purpose of the Architectural Committee to provide for the maintenance of a high standard of architecture and general construction in such a manner as to enhance aesthetic properties and structural soundness.

### 3. PROCEDURE FOR ARCHITECTURAL COMMITTEE REVIEW.

It shall be the responsibility of the homeowners to follow City of Scottsdale, County and other governmental authority laws and permitting regulations when adding, building or making improvements. In addition, the Architectural Committee requires review of any additional improvements to ensure compliance with the HOA requirements contained in this document.

It is the Architectural Committee's decision to allow or deny the construction of any improvement building, fence, patio or any structure. However, the homeowner has the right to appeal any decisions by the Architectural Committee to the Board of Directors, who makes the final decision. All structures shall conform to the requirements of the Uniform Building Code (and/or international building code). Request for the Architectural Committee's approval of the design, location and construction of any building or structure shall be submitted in writing, together with the plans or other information, which the Architectural Committee may reasonably request, at least thirty (30) days prior to the date on which construction is to commence. In the event the Architectural Committee shall fail to approve or disapprove the design, location or the kind of materials to be used in such structure within 30 days after receipt of a written request, approval thereof shall be deemed to have been given; provided, however, that the design, location and kind of materials and the structure to be built on said lots shall not violate any of the declarations contained herein.

If a homeowner receives approval from the Architectural Committee or the Board if no Architectural Committee is available, to build a home, the home needs to be built and completed within 2 years from the date of the approval. If the Homeowner fails to commence and complete construction within 2 years from the date of approval, the Board is authorized to levy a monetary penalty, after notice and an opportunity to be heard, of \$2,500 per month, until construction is complete. The Board may, in its sole discretion, grant an extension. The board's decision to grant or deny an extension request under this section shall be final. The Board will evaluate a request for an extension under this section on a case by case basis.

### 4. RESTRICTION AGAINST RELOCATION OF BUILDINGS

All structures on the lots within the Subdivision shall be of new construction and no building shall be moved from any location onto any of said lots.

### 5. PROHIBITION AGAINST USE OF BUILDING OTHER THAN DWELLING HOUSE AS PRIMARY RESIDENCE.

No garage or other building whatsoever shall be erected on any said Lots until a dwelling house shall have been erected or until a contract with a licensed reliable contractor shall

have been entered into for the construction of a dwelling, which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage, or other out-building shall be used for residential purposes; provided, however, that this restriction shall not prevent the inclusion of guest quarters in such garage or other outbuilding for the use of actual nonpaying guests of the occupants of the main residential building, but no such quarters shall be rented or used for income purposes.

#### 6. NUMBER AND HEIGHT RESTRICTIONS FOR SINGLE FAMILY DWELLING AND GARAGE.

No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one (1) detached single family dwelling not to exceed one story in height (24 feet), and a private garage not to exceed one (1) story in height (24 feet), from finish floor, as determined by the City of Scottsdale. This applies to all construction projects going forward.

#### 7. DWELLING HOUSE SQUARE FOOTAGE REQUIREMENTS AND RESTRICTIONS.

No four bedroom dwelling house having a ground floor area of less than THREE THOUSAND (3000) square feet or three bedroom dwelling house having a ground floor area of less than TWENTY FOUR HUNDRED (2400) square feet, including the walls proper of the house, but exclusive of open porches, pergolas, or attached garage, if any, or other similar extension or projection, shall be constructed, erected, permitted or maintained on any of said lots. All such dwelling houses, guesthouses or other structures shall be characteristically of the one-story Spanish, Southwest Indian, Mexican or ranch type of exterior except as may otherwise be approved by the Architectural Committee.

#### 8. REQUIRED ROOF MATERIAL.

The roofs of all buildings erected, constructed or maintained on said lots shall be of a tile or architectural metal material if sloped, unless otherwise permitted by the Architectural Committee. A homeowner must attain written Architectural Committee approval prior to the installation of new roof materials. A homeowner must attain written Architectural Committee approval prior to installing a solar energy device on the roof. The Board and/or Architectural Committee may adopt reasonable rules regarding the placement of a solar energy device, so long as those rules do not prevent the installation, impair the functioning of the device or restrict its use or adversely affect the cost or efficiency of the device.

No antenna, satellite television dish, and other device, including any poles or masts for such devices, for the transmission or reception of television or radio signals or any other form of electromagnetic radiation may be placed, installed, constructed or maintained upon any Lot, unless the installation complies with the Architectural Committee Rules regarding the devices. The Architectural Committee may adopt rules, that shall conform with all applicable federal, state or local laws, ordinances or regulations, including without limitation, Title 47, Section 1.40000 of the Code of Federal Regulations, as may be amended or modified from time to time.

An antenna, satellite dish or other device that is subject to Title 47, Section 1.40000 shall be placed so as to not be visible from neighboring properties, if such placement will not (1) unreasonably delay or prevent installation, maintenance or use of the device; (2) unreasonably increase the cost of the installation, maintenance or use of the device; or (3) preclude the reception of an acceptable quality signal.

#### 9. LOT SETBACK REQUIREMENTS.

No portion of the buildings, fences or courtyard walls erected on any of said lots shall be closer than forty (40) feet to the street line or nearer than twenty (20) feet to the side lot line.

#### 10. WALL AND HEDGE HEIGHT RESTRICTIONS.

No solid wall or no fence over 2½ feet high shall be constructed or maintained closer to the front street line of any said lots than the closest portion of the building erected on such lot, and in the case of a lot on which no residence has been constructed, no solid wall or no fence over 2½ high shall be constructed or maintained closer than fifty (50) feet to the front lot line of any lot. No side or rear fence and no side or rear wall (except the wall of the building constructed on any of said lots or a wall adjacent to Pinnacle Peak Road), shall be more than six (6) feet in height, from finished floor, or as called out in the Scottsdale code. All walls within the association must comply with the City of Scottsdale's code requirement. No hedge more than three (3) feet in height shall be permitted closer than fifty-two (52) feet to the front lot line of any lot.

#### 11. SEWERS, SEPTIC TANKS, CESSPOOLS.

None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted hereunder. Until sewers may be available and required by the City of Scottsdale, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to standard Federal Housing Administration specifications. The cesspools shall be deep enough to prevent water from coming to the surface, and no leach line or disposal fields shall be permitted in connection therewith. When and after sewers are available, then all such toilets, bathrooms and sanitary conveniences thereafter installed may be connected to such sewer systems as required by local or county laws.

#### 12. RESTRICTION AGAINST RE-DIVISION OF LOTS.

None of said lots in the Subdivision shall be re-subdivided into smaller lots nor conveyed in less than the full original dimension of such lot as shown by the plat, except for public utilities, in which event, the remaining portion of said lot shall, for the purpose of this provision, be treated as a whole lot, provided that this restriction shall not prevent the conveyance of a part of a lot to an adjacent owner of a whole lot, after which time said whole lot and the adjacent part of a lot in such common ownership shall, for the purposes of these restrictions, be considered as one lot.

### 13. RESTRICTION AGAINST LOTS FOR COMMERCIAL USE.

No store, office, hospital, sanitarium, nor any theatre, saloon or other place of entertainment shall ever be erected or permitted upon any of the said lots, or any part thereof, and no business that requires external use of lots for vehicles, materials or equipment that is visible and not stored in a garage or camouflaged in the back area of any kind or character whatsoever shall be conducted in or from any residence on said lots.

### 14. RESTRICTION AGAINST LIVESTOCK.

No horses, sheep, livestock or poultry shall be kept on any part of said lots.

### 15. RESTRICTION AGAINST STORAGE OR USE OF MOBILE HOMES, ETC.

Any motor home, trailer home, boat or camper, or storage container, out-of-service vehicles, stored or used on said lot either temporarily or permanently must be properly screened (by trees, cover or walls) from neighboring property or the street. Garbages and bulk trash are not to be kept longer than scheduled trash pick-up and is to be kept on the owner's property, not on the street. None of the above shall be parked in the street for any period of time. Owners must follow any regulations set by city or county laws and any rules adopted by the Board. Following written notice and an opportunity to be heard, the Association may impose a reasonable monetary penalty or proceed with legal action to obtain compliance with Declaration against an Owner. Violation of the Board's decision for an owner to improve the screening or to remove the items due to unsightly appearance will result in the imposition of monetary penalties and/or a written notice for removal.

### 16. PROHIBITION OF SIGNS/NUISANCE.

No advertising signs (except "For Rent" and "For Sale" signs and signs allowed to be permitted on a Lot under Arizona law), billboards or unsightly objects shall be erected, placed or permitted to remain on any of said lots. Political signs are allowed 71 days before the day of an election and up to 3 days after.

No odors or loud noises or lights shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any lot or other property so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Lighting from yard recreational arenas to be off at 10:00 p.m. unless notified and approved by the Board.

### 17. UTILITY EASEMENTS.

No structure of any kind shall be erected, permitted or maintained on the easements for utilities as shown on the City of Scottsdale plat for Pinnacle Peak Estates, Unit I.

## 18. MEMBERSHIP IN PINNACLE PEAK ESTATES- UNIT I HOMEOWNERS' ASSOCIATION

Every owner of a lot within the subdivision shall be a member of Pinnacle Peak Estates – Unit I Homeowners' Association, an Arizona non-profit corporation. The purpose, powers, prohibited member activities, status, membership requirements, leadership, and voting rules of the Association shall be as set forth in the Articles of Incorporation and By-laws of the Association.

## 19. PINNACLE PEAK ESTATES-UNIT I HOMEOWNERS' ASSOCIATION.

### 19.1. BOARD OF DIRECTORS AND OFFICERS.

The Board and such Officers shall conduct the Affairs of the Association as the Board may elect or appoint in accordance with the Articles and Bylaws.

The powers of the Association shall include, without limitation, (I) the power to enforce compliance with the provisions set forth in the declaration, (II) the power to levy its members for annual and special assessments, (III) the power to impose a lien for collection of annual and special assessments upon all of the property of a member located in the subdivision, and (IV) the power to maintain, operate and manage the property of the Association.

## 20. VIOLATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

An owner may appeal a decision of the Architectural Committee to the Board of Directors. The Board shall determine the appeal by a majority vote of the Directors. The Board decision shall be final.

## 21. MAINTENANCE

### 21.1. AREAS OF ASSOCIATION RESPONSIBILITY.

The Association, or its duly delegated representative, shall manage, maintain, repair and replace the (I) Common Area, and all improvements located thereon, and (II) all Association Property. The Board shall be the judge as to the appropriate maintenance of all common areas and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said common areas and others properties shall be taken by the Board or by its duly delegated representative. Repairs or maintenance required of owner due to work done by Association or its representative may be reimbursable by the Association. Each circumstance is to be voted upon by the Board and or escalated to the homeowners for majority vote, if necessary.

### 21.2. LOTS.



Each owner shall be responsible for maintaining his or her lot. Each owner shall be responsible for maintaining, repairing or replacing all buildings, residential units, landscaping or other improvements situated on his or her lot, including, but not limited to: painting and touching up paint on all improvements and buildings; Maintaining, repairing and replacing any roofs; repairing and/or replacing cracked driveways; maintaining, repairing and replacing fences on the Lot. All building, residential units, landscaping and other improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a lot that are the responsibility of the owner thereof shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass that die shall be promptly removed and replaced with living foliage of like kind, unless the Architectural Committee approves different foliage in writing. No yard equipment, inoperable vehicles, woodpiles or storage area may be maintained, making them visible from neighboring property or streets. If an Owner fails to maintain his or her Lot in good condition and repair or in the event an Owner fails to maintain the landscaping on his or her Lot in a neat and attractive manner, then the Board shall give written notice to such Owner stating what corrective action is required and stating that the same be carried out within a period of fourteen (14) days after giving written notice. If such Owner fails to carry out such action within the period specified in the Notice, the Board may have the Lot landscaped, cleaned and/or maintained and repaired and may charge the costs back to the Lot Owner. The costs are due and payable within thirty (30) days after the Board gives written notice thereof and shall be secured by the Assessment lien. If the Board hires a contractor to perform services under this section, the Board is required to hire a licensed, bonded and insured contractor to perform the services.

#### 21.3.ASSESSMENT OF CERTAIN COSTS OF MAINTENANCE AND REPAIR.

In the event that the need for maintenance or repair of a common area is caused through the willful or negligent act of any Owner, his family, lessee, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner and the Owner's lot is subject and shall be secured by the Association lien. Any charges or fees to be paid by the owner of a lot pursuant to this section in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such assessment and shall be secured by the Association lien. This process must be approved by Board majority vote. Appeals by Owner can be escalated to the Association for majority vote by the homeowner.

#### 21.4. REPAIR OF BUILDING.

No dwelling house, building or structure on any lot or other property shall be permitted to fall into disrepair and each such dwelling house, building and structure shall, at all times, be kept in good condition and repair and adequately painted or otherwise finished. In the event that any dwelling house, building or structure is damaged or destroyed, then, subject to the approvals required by this Declaration, such dwelling house, building or structure shall be repaired or rebuilt or shall be demolished within a reasonable time frame approved by the Board. Any costs will be sent for payment to the owner.

## 22. ENFORCEMENT.

The Association shall have the right to enforce Project documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration, by-laws, or other instrument which (I) shall have been executed pursuant to, or subject to, the provisions of this declaration, or (II) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association. The failure of the Association to take enforcement action with respect to a violation of the project documents shall not constitute or be deemed a waiver of the right of the Association or any owner to enforce the project documents in the future. The Board, with its legal counsel if it chooses, will determine the fee structures assessed to homeowners. Arizona Revised Statute 33-1803 (B) authorized a board of directors to "impose reasonable monetary penalties, after a homeowner has received notice and the opportunity to be heard by the board."

The Association may enforce the Association's documents, including this Declaration, the Bylaws, and Rules and Regulations in any manner provided for in the documents, or by law or in equity, including, but not limited to:

(a) Imposing reasonable monetary penalties, as referenced in the Fine Policy, after notice and an opportunity to be heard is given to the Owner.

(b) Exercising self-help or taking action to abate any violation of the Association's documents. After notice, the Board, or its duly authorized agent, shall have the right to enter the property, remove the violation or restore the property, and such action shall not be deemed a trespass. The costs incurred shall be charged back to the homeowner, and will be treated in the same way as an assessment.

(c) Filing a suit at law or in equity to enjoin a violation of the documents, to compel compliance with the documents, to recover fines or money damages or to obtain such other relief as to which the Association may be entitled.

In the event the Association employs an attorney(s) to enforce an assessment lien, to collect any amounts due from a homeowner, or to enforce compliance with or recover damages for any violation or noncompliance of the association's documents, including this Declaration, the Bylaws and Rules and Regulations, the Association shall be entitled to recover all attorneys' fees and costs incurred, regardless of whether a lawsuit is filed.

## 23. AMENDMENT OF DECLARATION.

The foregoing Declarations (Covenants, Conditions and Restrictions) shall run with the land and shall be binding on all persons owning any of said lots in the Subdivision. These Declarations may be amended at any time by the written approval of the majority of votes in the association, of homeowners who are in good standing with the association. Deeds or other instruments of conveyance of said lots may contain the above Declarations by reference to this document, but whether or not such references are made in such deeds or instruments, each and all of such Declarations shall be binding upon the respective grantees, their heirs, successors and assigns.

## 24. ASSESSMENTS

24 (A). Creation of Lien and Personal Obligation of Assessment. Each Owner, by accepting a deed to a Lot, whether or not it is stated in the deed, agrees to pay the Association assessments and special assessments. The Association shall have the option to levy and collect an Annual assessment against each Lot in an amount equal to the total amount of the common expenses set forth in the budget, divided by the total number of Lots. Such assessment will be established and collected by the Board. The assessment, together with interest, late charges, and all costs, including reasonable attorneys' fees and costs, incurred by the Association in collecting or attempting to collect delinquent assessments, whether or not a lawsuit is filed, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

Each assessment, together with interest, late charges, and all costs, including reasonable attorneys' fees and costs, incurred by the Association in collecting or attempting to collect delinquent assessments, whether or not a lawsuit is filed, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

No Owner shall be exempt from liability for assessments because of such Owner's non-use of the Common Area, abandonment of such Owner's Lot or other circumstance.

The Board shall not impose a regular assessment that is more than twenty percent greater than the immediately preceding fiscal year's assessment without the approval of the majority of the members of the association.

Assessments collected each year and not spent will remain in the reserve fund account. The monies in the reserve fund will be placed in a low risk account, money market or certificates of deposit and managed by the Treasurer or President in accordance with the board's approval. The Board by vote will determine the amount of money to be left in the fund for future needs of the Association. The monies are to be used solely for common interests and properties of the Owners for current and future expenses.

24 (B). Special Assessments. The Association may levy against each Lot a special assessment for the purpose of obtaining funds to pay the cost of any construction, reconstruction, repair or replacement of the Common Areas, or to pay unbudgeted expenses or expenses in excess of the amount budgeted. Any special assessment shall be levied in an equal amount for each Lot. For a special assessment to be approved, the Owners of a majority of the Lots must vote in favor of the special assessment.

24 (C). Effect of nonpayment of assessments; remedies of the Association. Any assessment, or any installment of an assessment, not paid within fifteen (15) days after the assessment became due shall be deemed late and a late fee of the greater of fifteen dollars (\$15.00) or ten percent (10%) of the amount of the unpaid assessment will be imposed. The Annual Assessment will be due on January 10th. The Association shall have a lien on each Lot for delinquent assessments, late charges on those assessments, reasonable collection fees and for reasonable attorneys' fees and costs incurred with respect to those assessments. The recording of this Declaration constitutes record notice and perfection of

the assessment lien. The Association may record a Notice of Lien setting forth the name of the delinquent Lot Owner, the legal description of the Lot and the amount claimed to be past due as of the date of recording the Notice of Lien. A lien for assessments, late charges on those assessments, reasonable collection fees and for reasonable attorneys' fees and costs incurred with respect to those assessments if prior to all other liens, interest and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of the Declaration; (ii) a recorded first mortgage on the Lot, a seller's interest in a first contract for sale pursuant to chapter 6, article 3 of this title on the Lot recorded prior to the lien arising pursuant to this section or a recorded first deed of trust on the Lot; (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. The Association shall not be obligated to release the assessment lien until all delinquent assessments, late charges on those assessments, reasonable collection fees and reasonable attorneys' fees and costs incurred with respect to those assessments have been paid in full. The Association shall have the right, at its option, to enforce collection of any delinquent assessments, together with late fees, reasonable collection fees and reasonable attorneys' fees and costs in any manner allowed by law including, but not limited to, (a) bringing an action at law against the Owner personally obligated to pay delinquent assessments or (b) bringing an action to foreclose the assessment lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

#### 24 (D). Transfer Fee.

(a) Except as provided in Subsection (b), immediately upon becoming the Owner of a Lot, each Person or Entity who purchases or otherwise becomes the Owner of a Lot on or after the date of this amendment shall pay to the Association a Transfer Fee in the amount of one hundred fifty dollars (\$150.00). The amount of the Transfer Fee may be increased from time to time by the Board of Directors, in its sole discretion.

(b) No Transfer Fee shall be payable with respect to: (i) the transfer or conveyance of a Lot by devise or intestate succession; (ii) a transfer or conveyance of a Lot for estate planning purposes; or (iii) a transfer or conveyance 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 for the Transfer Fee in which event a Transfer Fee shall be payable with respect to such transfer or conveyance.

(c) Transfer Fees shall be non-refundable and shall not be considered as an advance payment of assessments. Collection and expenditure of the Transfer Fee touch and concern the Property and are appurtenant to the title of each and every Lot.

(d) Transfer Fees shall either be used as contribution to the operating expenses or the Reserve Fund for the construction, installation, addition, repairs or maintenance of the common areas or improvements thereon, as may be determined from time to time by the Board of Directors, in its sole discretion.

(e) The Transfer Fee is not intended to compensate the Association for the costs incurred in the preparation of the statement which the Association is required to mail or deliver to a purchaser under A.R.S. § 33-1806 and, therefore, the Transfer Fee shall be in addition to the fee which the Association is entitled to charge pursuant to A.R.S. § 33-1806.

24 (E). Disclosure fee. The Association is entitled to charge a disclosure fee pursuant to A.R.S. § 33-1806 (C). Each member shall pay not more than an aggregate of one hundred fifty dollars (\$150.00) to compensate the Association for the costs incurred in the preparation and delivery of a states and other documents pursuant to A.R.S. § 33-1806 (A) related to the transfer of the property.

#### 24.1. INCREASE OF ANNUAL, ASSESSMENTS AND COSTS FOR COMMON PROPERTY UPGRADES

Should the Board desire upgrades, changes or improvements to common areas, the costs for these would come from the reserve fund or special assessment to the Owners. Any additional assessments required would be voted on, requiring majority vote by the Owners. For a special assessment to be approved, the Owners of a majority of the lots must vote in favor of the special assessment.

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**Certification**

By attesting to this Engrossed Amended and Restated Declaration, the undersigned certifies that this engrossed version of the Declaration includes all amendments and the most recent, First Amendment to Amended and Restated Declaration, recorded at 2019-0565794, which was adopted by the Members in accordance with the requirements of the Declaration. The Association engrossed the Declaration for the purpose of having all amendments in one single comprehensive document.

**Pinnacle Peak Estates – Unit I Homeowners Association**

By [Signature] (signature)  
MARK J KUNTZ (print name)

ITS: President

STATE OF ARIZONA )  
 )ss.

County of Maricopa )

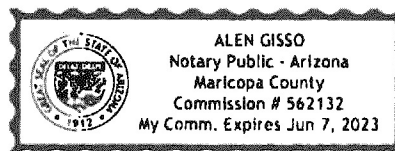
The foregoing instrument was signed before me this 5 day of August, 2019, by MARK KUNTZ the President of Pinnacle Peak Estates – Unit I Homeowners Association, an Arizona non-profit corporation, on behalf of the corporation.

Notary Public

[Signature]

My commission will expire:

6-7-2023



**Pinnacle Peak Estates – Unit I Homeowners Association**

By [Signature] (signature)  
Vicki L. Sterling (print name)

ITS: Secretary

STATE OF ARIZONA )  
 )ss.

County of Maricopa )

The foregoing instrument was signed before me this 5 day of August, 2019,  
by Vicki L Sterling the Secretary of Pinnacle Peak Estates – Unit I Homeowners  
Association, an Arizona non-profit corporation, on behalf of the corporation.

Notary Public:

Alen Gisso

My commission will expire:

6-7-2023

