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MARTINEZ

Recording requested by:
Matt Sabatina
President, DFNHOA

When recorded mail to:

DFNHOA
P.O. Box 4882
Cave Creek, AZ 85327

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DESERT FOOTHILLS NORTH

WHEREAS, Transamerica Title Insurance Company of Arizona, an Arizona corporation, ("Declarant") recorded a Declaration of Restrictions on March 3, 1972, in docket number 9344, beginning at Page 242, official records of Maricopa County, Arizona (collectively, the "Declaration") and all amendments thereto, that governs the following property:

Lots 1 through 120, inclusive, DESERT FOOTHILLS NORTH, according to the Plat recorded at Book 148 of Maps, Page 10, records of Maricopa County, Arizona (hereinafter, sometimes referred to as the "Subdivision");

WHEREAS, the Association, by and through its members, wishes to amend and restate the Declaration in its entirety as set forth herein;

NOW THEREFORE, the Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. All of the lots in the Subdivision shall be known and described as single family residential lots.
2. No structure or dwelling of any kind shall be commenced, erected or placed on any of said lots until the design, location and kind of materials to be used in said structure have been approved in writing by the Architectural Committee. 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. The Architectural Committee's decision to allow or deny the construction of any building, fence, patio or any structure shall be final, so long as the decision is approved by the Board of Directors of the Desert Foothills North Homeowners Association ("Association"). All structures shall conform to the requirements of the Maricopa County 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 forty-five (45) 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 date shall not be in violation of any of the covenants, conditions and restrictions contained herein.
3. All structures on the lots within the Subdivision shall be of new construction and no building shall be moved from any other location onto any of said lots.
4. No garage or other outbuilding shall be used for residential purposes; provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding for the use of actual nonpaying guests or for actual servants of the occupants of the main residential building, but no such quarters shall be rented or used for income purposes.
5. Visiting guests in self contained Recreational Vehicles (RVs) shall be permitted to visit for a maximum of 21 days only in one 12 month period. RVs shall not be used for servant quarters or long term guest quarters.
6. If a travel trailer, inoperable vehicle, boat, camping trailer, truck camper or motor home is located or stored outside of a garage or carport it shall be placed near the rear yard of the lot and screened from view from the street, as much as reasonably possible, for the purpose of maintaining the aesthetic value of the neighborhood. For example, screening may consist of a fence/gate and/or shrubbery.
7. 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 two stories in height and

a private garage not to exceed one (1) story in height, one guest house, one barn, one carport and one tack/storage building.

8. No horse corral or stable shall be built or maintained within 75 feet of any adjacent home, guesthouse or swimming pool. Stable and corrals may occupy only the rear half of the lot and will be maintained regularly, manure to be placed in covered containers and modern insect control equipment installed. All corrals and stable plans are subject to approval of the Architectural Committee.
9. No dwelling house having a ground floor area of less than fifteen hundred (1500) 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 erected, permitted or maintained on any of said lots; all guest houses must be a minimum of four hundred (400) square feet and the garage or carport must be at least twenty (20) by twenty four (24) feet and must be roofed to match the main dwelling and shall be proportionate in height and square footage to the main dwelling, or as may otherwise be approved by the Architectural Committee.
10. No visible roof mounted appliances will be permitted, except for antennas and similar devices as set forth herein. Unless governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or re-codified, no antenna or other device for the transmission or reception of television, internet or radio signals or any other form of electromagnetic radiation or any associated equipment shall be erected, used or maintained outdoors on any lot or parcel, whether attached to a building or structure or otherwise, so as to be visible from neighboring property or the street, unless approved in writing by the Architectural Committee. Any device governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or re-codified, shall comply with the applicable antenna installation rules of the Association and shall be mounted, to the extent reasonably possible, so as to not be visible from neighboring property or the street
11. No portion of the buildings erected on any of said lots shall be closer than fifty (50) feet to the street line and not nearer than twenty (20) feet to the side lot line.
12. No solid wall or no fence over 2-1/2 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 lots, and in case of a lot on which no residence has been constructed, no solid wall or no fence over 2-1/2 feet 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), shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be permitted closer than fifty-two (52) feet to the front line of any lot.
13. 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, provided, that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or greater street frontage than the street frontage shown on the plat of DESERT FOOTHILLS NORTH for any one of the lots, portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership shall, for the purpose of these restrictions be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of the lots for public utilities, in which event the remaining portion of any such lot, shall for the purpose of this provision, be treated as a whole lot.

14. The premises are hereby restricted to residential dwellings for residential use. No trade or business may be conducted on any lot, except that an owner or other resident of a lot may conduct a business activity upon the 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 of the lot; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Subdivision; (iii) the business activity does not involve persons coming onto the lot or the door-to-door solicitation of owners or other residents in the Subdivision; and (iv) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Subdivision, as may be determined from time to time in the sole discretion of the Board of Directors. Furthermore, no advertising or directional signs may be placed upon the lot or any other portion of the Subdivision regarding the business activity. The terms "business" and "trade" as used in this section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any portion of the premises at any time as a residence, either temporarily or permanently.
15. Except as set forth herein, no livestock, including but not limited to, cattle, sheep, poultry, pigs and goats shall be kept on any part of said lots. Permissible livestock shall be limited to horses, mules and donkeys. No Owner shall maintain more than two (2) permissible livestock on their lot.
16. No signs (except "for rent" and "for sale" signs, and any signs that cannot be prohibited by law), billboards, unsightly object or nuisance shall be erected, placed or permitted to remain on any of said lots; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner of any lot in the Subdivision.

17. No structure of any kind shall be erected, permitted or maintained on the easements for utilities or bridle paths as shown on the plat of DESERT FOOTHILLS NORTH.
18. No poles for lines or wires or tanks shall be erected above fence tops except TV antennas and flag poles for American and Arizona flags, and no laundry lines shall be visible from an adjacent lot.
19. The Board of Directors shall have the authority to assess lots and their owners on a per membership basis to provide funds to carry out the purposes of the Association as described in this Declaration and the By-laws of the Association or as established by resolution of the Board of Directors of the Association.

Continuing in 2006, the annual assessment shall be thirty dollars (\$30.00) which shall be due and payable on April 1st of each year and shall be delinquent May 1st of said year. A late penalty of \$5.00 shall be assessed on May 1st and on the first of each month thereafter until the assessments are paid in full.

The Board of Directors may increase the amount of the annual assessment if authorized to do so at a special or annual meeting. Notice of said meeting shall indicate that such an increase will be considered. The approval of a majority of those owners voting shall be required to increase the annual assessment. Voting shall be based upon one vote per membership.

In addition to being a personal obligation of the owner(s) of lot(s), any assessment that becomes delinquent, plus late fees, shall become an automatic lien on the lot in question.

20. In addition to all other assessments, each owner, upon acquiring a lot, shall pay to the Association a transfer fee assessment. The transfer fee assessment shall be equal to one hundred dollars (\$100.00) and shall not be considered a prepayment of any other assessments owed. Said amounts shall be considered an assessment against the owner's lot and shall be collected upon sale or transfer of the property.
21. The Association, or any Owner, shall have the right, but not the duty, to enforce the provisions herein. In the event the Board employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, Articles of Incorporation, Bylaws, or any Rules and Regulations of the Association, whether or not a lawsuit is filed, each owner agrees to pay reasonable attorneys' fees and costs thereby incurred, and all other expenses incurred by the Association, in addition to any other amounts due from the owner or any other relief or remedy obtained against said owner. Said amounts shall be considered an assessment against the owner's Lot, subject to an assessment lien, and collectible in the same manner as assessments.

The foregoing covenants, conditions and restrictions run with the land and shall be binding on all persons owning any of said lots in the Subdivision. Such covenants, conditions and restrictions may be amended at any time and from time to time by the written approval of the owners of at least fifty-one percent (51%) of the memberships in the Subdivision.

Deeds or other instruments of conveyance of said lots may contain the above covenants, conditions and restrictions by reference to this document, but whether or not such references are made in such deeds or instruments, each and all of such covenants, conditions and restrictions shall be binding upon the respective grantees, their heirs, successors and assigns.

Invalidation of any one or more of these covenants, conditions and restrictions shall in nowise affect any of the other provisions which shall remain in full force and effect.

The President of the Association hereby certifies that the provisions contained within this Amended and Restated Declaration have been approved by the required percentage of the owners.

DATED this 7 day of DEC, 2006.

Desert Foothills North Homeowners Association

By: Matthew Sabatino

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 7th day of December, 2006, before me the undersigned Notary Public, personally appeared Matthew Sabatino, who acknowledged to me that s/he is the President of the Association and that s/he executed the foregoing agreement on behalf of the Association for the purposes expressed therein.



My Commission expires:

July 30, 2010

Notary Public

Stacey Lynn Fallows



BYLAWS

**AMENDED AND RESTATED
BY LAWS
OF
DESERT FOOTHILLS NORTH HOMEOWNERS
ASSOCIATION**

Purpose

The primary purpose/objective of the **DESERT FOOTHILLS NORTH HOMEOWNERS ASSOCIATION** is to enhance and protect the value, desirability, attractiveness and safety of **DESERT FOOTHILLS NORTH**.

In particular, this organization is formed to enforce the Declaration of Covenants, Conditions and Restrictions of Desert Foothills North.

**ARTICLE I
DEFINITIONS**

Section 1. **ASSOCIATION.** Association shall mean and refer to **DESERT FOOTHILLS NORTH HOMEOWNERS ASSOCIATION**, its successors and assigns.

Section 2. **PROPERTIES OR PREMISES.** Properties or premises shall mean those Lots 1 to 120 inclusive, **DESERT FOOTHILLS NORTH**, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in the Book of Maps, thereof; hereinafter: sometimes referred to as the subdivision.

Section 3. **LOT.** Lot shall refer to a deeded parcel of land within the area encompassed by **DESERT FOOTHILLS NORTH**.

Section 4. **MEMBER.** Member shall mean and refer to every person or entity who holds membership in the Association.

Section 5. **OWNER.** Owner shall mean the owner of record of equitable title of a lot or lots which is part of the properties.

Section 6. **AGREEMENT.** Agreement shall mean and refer to that legal document which was signed by the owner when the parcel of land was purchased.

Section 7. **OPERATING FUND.** The operating funds shall mean and refer to those monies collected and apportioned out of the annual dues and assessments of members and used for the purpose of the Administration of the Association.

Section 8. **ASSESSMENT.** Assessments are defined as the annual assessments due to the Association, as set forth in the Declaration.

ARTICLE II
MEMBERSHIP, QUALIFICATION FOR MEMBERSHIP AND MEETINGS

Section 1. **MEMBERSHIP.** Each owner or family owning property in the subdivision known as **DESERT FOOTHILLS NORTH** shall have a single membership in the Association irrespective of quantities of property owned.

Section 2. **MEMBERSHIP ASSESSMENTS.** The Membership assessments shall be in such amount as set forth in the Declaration of Covenants, Conditions and Restrictions. The Membership assessments shall be paid by the Member. The initial Membership assessment payment shall be pro-rated per month to provide membership until the start of the calendar year following.

There shall be no refund of assessments or fees to an owner of properties upon transfer of such property to a new Owner or Owners.

Membership assessments shall be placed in the Operating Fund.

Section 3. **MEMBERS IN GOOD STANDING.** Good standing is defined as the status of all members who are current in their payment of all obligations (the annual membership assessments) due the Association. Obligations are past due and payment is not current when sums are unpaid 30 (thirty) days or more from mailing by the Association or its statement of request for payment and the obligation has not been comprised or forgiven.

Section 4. **ANNUAL MEETINGS.** The regular annual meeting of Members shall be held during the month of March at such date, time and place, within a 10 mile radius of Desert Foothills North, as may be determined by the Board of Directors.

Section 5. **SPECIAL MEETINGS.** Special Meetings of the Members may be called at any time by the President; or shall be called by the President or Secretary at the request of a majority of the members of the Board of Directors; or upon a petition signed by at least six Owners entitled to vote. Such meetings shall be held at such date, time and place, within a 10 mile radius of Desert Foothills North, as the Board of Directors may designate.

Section 6. **NOTICE OF MEETINGS.** Notices of every annual or special meeting of Members stating the time and place where such meeting is to be held, shall be given by serving a copy of such notice personally or by ordinary mail to each Member between ten (10) and fifty (50) days prior to each meeting. If mailed, such notice shall be directed to the Member at the address appearing in the membership book, unless they have filed, with the Secretary of the Association, a written request that said notices should be mailed to some other address. Notices shall be deemed to have been given and received (5) days after the same has deposited in the United States mail, postage prepaid, addressed to the members.

Section 7. **QUORUM.** A quorum at a regular meeting shall constitute members present at the meeting.

Section 8. **PROXIES.** At all annual and special meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the person granting them, and filed with the Secretary prior to or at the start of the meeting.

Section 9. **VOTING** Votes may be cast so long as the member is in good standing. There shall be one vote per Membership, regardless of the number of properties held by said Member. Fifty-one percent (51%) of the votes cast at a meeting will carry a motion.

ARTICLE III DIRECTORS AND DIRECTORS= MEETINGS

Section 1. **GENERAL POWERS.** The property, affairs and activities of the Association shall be managed by the Board of Directors executing their decisions through the Association Officers.

Section 2. **LIABILITY OF BOARD OF DIRECTORS.** Members of the Board of Directors shall in no way become personally liable for debts incurred on behalf of the Association, nor for any action taken against the Association or Board.

Section 3. **MEMBERS, ELECTION AND TERM OF OFFICE.** The Board of Directors shall consist of seven or nine Members as determined by the general membership. Directors shall be elected from the general membership at the annual meeting and hold office for a term of one or two years or until the next annual membership meeting or until they are removed and replaced at any special meeting of Members called for that purpose. The Directors= terms shall be staggered with three members elected for two year terms and the balance of Directors for one year terms. The number of Directors may be altered from time to time at any regular or special meeting by the action of Members entitled to vote a majority of the votes present or represented at the meeting and eligible to be cast at said meeting.

Section 4. **VACANCIES.** Vacancies on the Board of Directors resulting from death, resignation, incapacity, or for any other reason shall be filled by a majority vote of the Board of Directors at a regular or special meeting of the Board of Directors called for such purpose. However, successor Directors may be elected at a special meeting of members called for that purpose. A Director so appointed shall complete the unexpired term of the predecessor.

Section 5. **ANNUAL MEETING.** The annual meetings for the Board of Directors for the election of officers, the setting of regular meeting dates and time, and the transaction of such other business as may come before the meeting, shall be held within ten (10) days following the annual meeting of Members.

Section 6. **REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held quarterly at a minimum, or as often as necessary to achieve the purpose and objectives of the Association.

Section 7. **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called at any time by a majority of the Board of Directors and/or the President. Notice of each special meeting of the Board of Directors shall be given not less than one (1) day prior to the date said meeting is scheduled to be held.

Section 8. **QUORUM.** A majority of the Directors then holding office shall be necessary to constitute a quorum for the transaction of business. The act of a majority of Directors present at any meeting in which a quorum is present shall be the act of the Board of Directors.

Section 9. **VOTING.** A vote may be cast so long as the director is a Member in good standing. Voting is one vote per Director.

Section 10. **SPECIFIC POWERS.** The Board of Directors shall have the power to expend the Association Operating Funds up to \$1500.00 (Fifteen Hundred dollars) for any single expenditure to achieve the purpose and objectives of the Association. Any proposed expenditure in excess of this amount shall be authorized by a majority of the eligible voters present or represented by proxies at a regular or special meeting of the Members called for that purpose.

Section 11. **REMOVAL OF OFFICERS.** Any Officer or Director may for cause, and any Officer elected or appointed by the Board of Directors may, for or without cause, be removed from office at any time by a majority vote of the Board. Any Officer or Director whom the Members have the power to elect may be removed from office for or without cause at any regular meeting of the Members, or at a special meeting of the Members called for that purpose, by a vote of the holders of a majority of the memberships outstanding and entitled to vote. Recall by petition will require that the original petition for recall shall be signed by 25% (twenty-five percent) of the Members to be recognized. Upon recognition, a special meeting for the purpose of voting on the removal shall be called by the President.

ARTICLE IV OFFICERS

Section 1. **OFFICERS.** The Officers of the Association shall consist of a President, a Secretary, and such other Officers (including, but not limited to, a Vice-President and a Treasurer) and assistant Officers as the Board of Directors may from time to time determine are necessary, select and appoint. Such Officers and assistant officers shall hold terms continuing until their resignation, death, incapacity, removal from office, abolition of their office or the election by the Board of Directors or their successors in office.

The President shall be chosen from among the members of the Board of Directors, by the Board of Directors. Any two or more offices may be held by the same person, except the office of the President and Secretary.

Section 2. **PRESIDENT.** The President shall preside at all meetings of the Board of Directors and members, and shall have general charge and control of the Association, subject to the Board of Directors.

Section 3. **VICE-PRESIDENT.** The Vice-President or Vice-Presidents shall have such powers to perform such duties as are delegated by the Board of Directors. In the absence of the President or in the event of death or disability, the Vice-President (or if there are more than one, the Vice-President first elected to office) shall perform the duties and exercise the powers of the President.

Section 4. **SECRETARY.** The Secretary shall keep the minutes of all meetings of the Board of Directors and all meetings of the members, and shall attend to the giving of all notices required. The Secretary shall have charge of the books, records and accounts of the Association and shall, in fact, perform the entire duties incident to the office of Secretary, subject to the control of the Board of Directors. The Secretary shall keep a register of members and the persons entitled to vote.

The Secretary may require any person attempting to vote or participate in a meeting to furnish reasonable evidence of qualifications, standing or authority to vote or to vote the number of votes claimed.

Section 5. **TREASURER.** The Treasurer shall have custody of all funds and securities of the Association, which may come into their hands. When necessary and proper, the Treasurer shall endorse on behalf of the Association for collection, checks, notes and other negotiable instruments payable to the Association, in such bank or banks or depositories as the Board of Directors shall designate. The Treasurer shall further perform all acts and things incident to the office of Treasurer, subject to the control of the Board of Directors and shall give bond for the satisfactory discharge of these duties in such amount as the Board of Directors shall fix and determine at its discretion. All premiums due regarding said bond shall be paid for by the Association. If no Treasurer is selected or appointed by the Board, then the duties and authority of the Treasurer shall be delegated by the Board to the President and/or Secretary or to such other officers or assistant officers as the Board shall determine should be charged with these responsibilities.

ARTICLE V COMMITTEES AND SUB-COMMITTEES

Section 1. **PERMANENT COMMITTEES.**

ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee will review in detail all plans submitted for approval. The **DESERT FOOTHILLS NORTH** Board of Directors will review the Architectural Committee's recommendations before final judgment is to be made. No charge may be assessed for the Board of Directors review.

Section 2. **TEMPORARY COMMITTEES.** Temporary Committees may be formed and/or discharged as deemed necessary by the Board of Directors.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. **FISCAL YEAR.** The Fiscal year of the Association shall be the calendar year.

Section 2. **CHECKS, DRAFTS, NOTES.** All checks, drafts or other orders for payment of money, note or other evidence of indebtedness issued in the name of the Association shall be signed by such officer, or officers, agent or agents of the Association, and such manner as shall from time to time be determined by resolution of the Board of Directors, except that in all cases two (2) signatures shall be required unless the signing party is bonded in an amount acceptable to the Board of Directors and has been specifically authorized to sign.

Section 3. **MAJORITY VOTE.** Unless otherwise provided in the By-Laws of the Association or by a duly adopted Association resolution, a majority of the votes cast in favor of any matter or matters to come before any meeting of members of Directors shall constitute passage and adoption thereof by the Association.

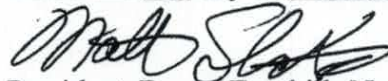
Section 4. **ANNUAL REPORT.** The Board of Directors shall cause to be sent to the members not later than 90 days after the close of the fiscal year, or the calendar year, a balance sheet as to the closing date of such year together with a statement of income and disbursements for the year. These financial statements shall be certified by the Secretary.

ARTICLE VII AMENDMENT OF BY-LAWS

These by-laws may be amended by a majority vote of the eligible votes present or represented at a regular annual meeting of Members or any special meeting of Members called for that purpose.

The President of the Association hereby certifies that these Amended and Restated Bylaws have been approved by the required percentage of the Members.

Dated this 21 day of DEC, 2006.



President, Desert Foothills North Homeowners
Association