

Association Responsibility, or that the Association is not enforcing the Community Documents.

6.8 Purposes for which Association's Funds may be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Community and the Owners by devoting said funds and property, among other things, to the acquisition, construction, alteration, improvement, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Community, which may be necessary, desirable or beneficial to the general common interests of the Community and the Owners. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Members and residents, maintenance of landscaping on Common Areas and public right-of-ways and drainage areas within the Community, recreation, liability insurance, communications, ownership and operation of vehicle storage areas, education, transportation, health, utilities, public services, safety, indemnification of officers and directors of the Association and any other purposes permitted by applicable statutes or the Community Documents.

6.9 Rules Regarding Billing and Collection Procedures. Annual Assessments shall be collected on a monthly basis or such other basis as may be selected by the Board. Special Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period.

6.10 Transfer, Refinance and Disclosure Fees. Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board. Any Owner of a Lot who sells or refinances his or her Lot and requires a status or disclosure statement from the Association in connection therewith shall pay to the Association a refinance or disclosure fee in such amount as is established from time to time by the Board. Fees charged pursuant hereto shall be secured by the Association Lien established pursuant to Section 6.1.

6.11 Fines and Penalties. In addition to any other rights or remedies which the Association may have under this Declaration or at law or in equity as a result of the violation of this Declaration or the Community Documents, the Association shall have the right, subject to applicable law, to levy reasonable fines or penalties against an Owner for any violation of this Declaration or the Community Documents by the Owner, any other Residents of the Owner's Lot or any of the Owner's family, tenants, guests,

contractors or agents. The amount of the fine or penalty for each violation shall be established by the Board.

6.12 Notice of Violation, Appeal and Payment of Fines and Penalties.

6.12.1 The Board, or any person designated by the Board, may serve a "Notice of Violation" against an Owner or Lessee for a violation of any provision of the Community Documents by the Owner, his family, Lessee or guests. A Notice of Violation shall contain (i) a description of the violation, (ii) the appropriate time and place at which the violation was observed, (iii) the amount of the fine to be paid by the Owner or Lessee for such violation, (iv) the name of the person issuing the Notice of Violation, and (v) a statement advising the Owner or Lessee of the Owner's or Lessee's right to appear before the Board on the date, time and place specified for a hearing at which the Owner or Lessee can offer any defenses or mitigating circumstances.

Illegally parked vehicles, including but not limited to, automobiles, trucks, vans, boats, and recreation vehicles, will be tagged conspicuously on the vehicle and may be towed within 24 hours of tagging. Recovery costs of towed vehicles will be solely at the Owner's expense.

6.12.2 A Notice of Violation shall be deemed to have been served if delivered personally to the Owner or Lessee named in the Notice of Violation or sent to the Owner or Lessee by registered or certified United States mail, return receipt requested, postage prepaid. A Notice of Violation served by mail shall be deemed to have been received by the Owner or Lessee to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is deposited in the United States mail. A Notice of Violation given to the Owner by mail shall be addressed to the Owner at the address of the Owner as shown on the records of the Association. A Notice of Violation given to the Lessee by mail shall be addressed to the Residential Unit occupied by the Lessee with a certified mail copy to the Owner. If a Lot is owned by more than one person or entity, a Notice of Violation to one of the joint Owners shall constitute notice to all of the joint Owners.

6.12.3 The Owner or Lessee shall pay the fine set forth in the Notice of Violation to the Association within thirty (30) days after the Notice of Violation is served on the Owner or Lessee or, if the Owner or Lessee appears at the hearing specified in the Notice of Violation, within ten (10) days after a hearing before the Board in which the Board upholds the fine.

6.12.4 Any fines or penalty levied pursuant hereto shall be secured by the Association Lien established pursuant to Section 6.1.

6.13 Costs of Enforcement. Any costs incurred by the Association in enforcing this Declaration or the other Community Documents shall be the obligation of the Owner of the Lot against which enforcement is sought. Such costs shall include, but not be limited to, reasonable attorneys' fees, whether or not suit is filed. The obligation

to pay the costs of enforcement shall be secured by the Association Lien established pursuant to Section 6.1.

6.14 Effect of Nonpayment of Assessments, Fees, Charges, Fines and Penalties; Remedies of the Association.

6.14.1 Any Assessment, fee, charge, fine or penalty, or any installment of an Assessment, fee, charge, fine or penalty not paid within thirty (30) days after the Assessment, fee, charge, fine or penalty, or the installment thereof, first became due shall bear interest from the due date at the rate of interest established from time to time by the Board. In addition, the Board of Directors may establish a late fee and interest to be charged to any Owner who has not paid any Assessment, fee, charge, fine or penalty, or any installment thereof, within thirty (30) days after such payment was due.

6.14.2 As set forth in Section 6.1, the Association shall have a lien on each Lot for all Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees levied against or charged to a Lot or the Owner thereof. The Association may, at its option, record a Notice of Lien setting forth the name of the delinquent owner as shown in the records of the Association, the legal description or street address of the Lot against which the Notice of Lien is recorded and the amount claimed to be past due as of the date of the recording of the Notice, including late charges, interest, costs of collection, lien recording fees, lien release fees, reasonable attorneys' fees and the costs of preparing the Notice of Lien.

6.14.3 Subject to applicable statutes, the Lien created by Section 6.1 shall have priority over all liens or claims except for (i) tax liens for real property taxes, and (ii) assessments in favor of any municipal or other governmental body.

6.14.4 The Board may suspend for the entire period during which any Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees remain delinquent the obligated Owner's right to vote on any matter at regular or special meetings of the Association.

6.14.5 The Board may suspend for the entire period during which any Assessments, fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees remain delinquent, the obligated Owner's right, if any, to the use of the recreational facilities that are part of the Common Area.

6.14.6 The Board may, without notice or demand, enforce the lien established pursuant to Section 6.1.

6.14.7 The Board may, without notice or demand, institute an action at law for a money judgment to recover the amount of the delinquent Assessment together with all fees, charges, fines and penalties, together with interest and late charges, costs of collecting and reasonable attorneys' fees.

6.15 **Surplus Funds.** The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE 7 MAINTENANCE

7.1 Areas of Association Responsibility.

7.1.1 The Association, or its duly delegated representative, shall manage, maintain, repair and may replace or substitute for the (i) Common Area, and all Improvements located thereon, (ii) all Association Property, and (iii) the landscaping within each improved Lot including trees, shrubs, grass and walks, but excluding any landscaping or walls in the private patio area of each Lot, which is to be maintained by the respective Owner in accordance with the landscaping standards adopted by the Association for the Common Area. Trees or plantings that damage common patio walls must be repaired or replaced by the Owner on whose patio area the offending tree or plantings are planted.

7.1.2 The Board shall be the sole judge as to the appropriate maintenance of all Areas of Association Responsibility and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

7.2 **Lots.** Each Owner shall be responsible at the Owner's expense for maintaining, repairing or replacing all buildings, Residential Units, rear enclosed patio areas, or other Improvements situated on his or her Lot and the Exterior in a timely manner satisfactory to the Association and Architectural Committee. All buildings, Residential Units, Exteriors, and other Improvements shall at all times be kept in good condition and repair. No yard equipment, woodpiles or storage area may be maintained so as to be Visible From Neighboring Property or streets.

7.3 **Assessment of Certain Costs of Maintenance and Repair.** In the event that the need for maintenance or repair of an Area of Association Responsibility is caused through the willful or negligent act of any Member, 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 Member and the Member'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.

7.4 Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Community which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event the Owner of any Lot is failing to perform any of its obligations under the Community Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is satisfied within fifteen (15) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fifteen (15) day period of time the requisite corrective action has not been satisfied as acceptable to the Board, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot is subject and shall be secured by the Association Lien. In those instances where the corrective action by the Owner may require more than fifteen (15) days to complete satisfactorily, the Owner may apply to the Board for an appropriate extension of time.

7.5 Maintenance Easement. The rights and duties of Owners of Lots with respect to common walls shall be as follows:

7.5.1 Each Owner and Lessee shall permit the Owner of adjoining Lots, or their representatives, contractors, or employees, when reasonably required and in a reasonable manner and time, to enter his or her Lot for the purpose of repairing or maintaining that portion of such Owner's Residential Unit that is accessible only by entering upon such adjoining Lot, providing the access required is completed in a timely manner

ARTICLE 8 INSURANCE

8.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

8.1.1 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Area of Association Responsibility and all other portions of the Community which the Association is obligated to maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owners as a group to an Owner.

8.1.2 Property insurance on all Area of Association Responsibility insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Area of Association Responsibility, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

8.1.3 Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;

8.1.4 Directors and officers liability insurance in an amount to be determined by the Board;

8.1.5 Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

8.1.6 The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

(iii) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance, which may be purchased, by Owners or their mortgagees or beneficiaries under deeds of trust;

(iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(v) Statement of the name of the insured as the Association; and

(vi) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

8.2 **Certificates of Insurance.** An insurer that has issued an insurance policy under this Article shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of

trust. Any insurance obtained pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

8.3 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to Section 8.1 of this Declaration shall be included in the budget of the Association and shall be paid by the Association.

8.4 Payment of Insurance Proceeds. With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 8.5 of this Declaration, the proceeds shall be disbursed for the repair or restoration of the damage to the Area of Association Responsibility. No insurance funds paid to the Association on an Owner's claim will be paid to the Owner without receipts from a certified contractor or tradesman as the claim work progresses.

8.5 Repair and Replacement of Damaged or Destroyed Common Area. Any portion of the Common Area which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners representing at least eighty percent (80%) of the total authorized votes in the Association vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If all of the Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either (i) be retained by the Association as an additional capital reserve, or (ii) be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of the votes in good standing in the Association.

8.6 Owner Insurance. It shall be the responsibility, the requirement and the obligation of each Owner to provide for himself:

1. Owner's liability insurance;
2. Theft or other insurance covering personal property damage and loss; including water, storm or flood damage;
3. Casualty insurance on the portion of the Lot and Residential Unit which is not considered part of the Common Area including, but not limited to, roofs, carpeting, drapes, wall covering, fixtures, furniture, furnishings, cabinetry, appliances, Exteriors, other

- personal property including plumbing, pipes, ducts and other items located within the Interior; and
4. Insurance which is not carried by the Association and which the Owner desires.
 5. The Association must be an additional insured under all policies and provisions provided in this Section 8.6.

Owners are hereby required to tender all claims concerning their Lot to their own insurance prior to tendering a claim to the Association.. Additionally, Owners will be responsible for reimbursing the Association concerning any deductible that may apply when tendering a claim for the Association's insurance carrier.

ARTICLE 9 GENERAL PROVISIONS

9.1 Enforcement. The Association or any Owner shall have the right to enforce Community Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration 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 or an Owner to take enforcement action with respect to a violation of the Community Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Community Documents in the future. In the event of any litigation or arbitration by or against the Association, the prevailing party in such litigation or arbitration shall be entitled to recover from the nonprevailing party all attorneys' fees, costs and expert witness fees incurred by the prevailing party.

9.2 Method of Termination. This Declaration shall continue in full force and effect unless terminated by the affirmative vote or written consent, or any combination thereof, of the Owners representing ninety percent (90%) or more of the votes of in the Association. If the necessary votes and consents are obtained, the Board shall cause to be recorded with the County Recorder of Maricopa County, Arizona, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

9.3 Amendments.

9.3.1 This Declaration may be amended at any time by the written approval or the affirmative vote of Owners of not less than fifty-one percent (51%) of the Lots.

9.3.2 Notwithstanding the requirements of Section 9.3.1, the Board may amend this Declaration or the plat of the Association, without obtaining the approval or consent of any Owner in order to conform this Declaration or the plat of the Association to the requirements or guidelines of the Federal National Mortgage Association (FANNIE MAE), the Federal Home Loan Mortgage Corporation (FREDDIE MAC), the Federal Housing Administration (FHA), the Veterans Administration (VA) or any federal, state or local governmental agency whose approval of the Community, the plat or the Community Documents is required by law or requested by the Board.

9.3.3 Any amendment approved pursuant to Subsection 9.3.1 of this Declaration or by the Board pursuant to Subsection 9.3.2 of this Declaration shall be signed by the President or Vice President of the Association and shall be recorded with the county Recorder of Maricopa County, Arizona. Any such amendment shall certify that the amendment has been approved as required by this Section.

9.4 **Interpretation.** Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by this Declaration. In the event of any conflict between this Declaration and the Articles, Bylaws, Association Rules or Architectural Committee Rules, this Declaration shall control. In the event of any conflict between the Articles and the Bylaws, the Articles shall control. In the event of any conflict between the Bylaws and the Association Rules or the Architectural Committee Rules, the Bylaws shall control.

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

9.6 **Rule Against Perpetuities.** If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (i) those which would be used in determining the validity of the challenged interest, plus (ii) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

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

9.8 Laws, Ordinances and Regulations.

9.8.1 The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Board or the Architectural Committee with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.

9.8.2 Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

9.9 **References to this Declaration in Deeds.** Deeds to and instruments affecting any Lot or any part of the Community may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, successors and assignees.

9.10 **Gender and Number.** Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

9.11 **Captions and Titles.** All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent of context thereof.

9.12 **Notices.** If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner, Lessee or Resident then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within Maricopa County, including the Canyon Crest newsletter mailed to each Owner in advance of Association meetings and the on-site signage. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

9.13 **Condemnations of Common Area.** If all or any part of the Common Area is taken or condemned, or conveyed by the Association in lieu of or under threat of such condemnation with the written consent or affirmative vote of Owners representing at

least eighty percent (80%) of the votes in the Association, by or to any authority having the power of condemnation or eminent domain, the award or other compensation paid as a result of such taking or conveyance shall be paid to the Association. If the taking involves a portion of the Common Area upon which Improvements have been constructed, then the Association shall construct replacement Improvements on the remaining common Area to the extent land is available for such construction, unless within sixty (60) days after such taking the Owners having at least eighty percent (80%) of the votes in the Association, by written consent or affirmative vote, or any combination thereof, instruct the Board not to build replacement Improvements. If such replacement Improvements are to be constructed, then the Association shall be entitled to use the award or other compensation made for such taking solely for the purpose of such construction. If the taking does not involve any Improvements on the Common Area or if the Owners representing more than eighty percent (80%) of the votes in the Association decide not to construct any replacement Improvements or if there are any net funds remaining after such construction is completed, then such awarded net funds may either be disbursed by the Association to the Owners with an equal share being disbursed to each Lot or retain such funds as additional operating or capital reserves.

IN WITNESS WHEREOF, the Canyon Crest Association Inc. an Arizona nonprofit corporation, has executed this Declaration as of the day and year first above written.

CANYON CREST ASSOCIATION, INC.
an Arizona nonprofit corporation

By: *Shannon McWilliams*

Its: President

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this
7TH day of MARCH, 2011, by
SHANNON McWILLIAMS, the Canyon Crest Association, Inc.,
an Arizona nonprofit corporation, for and on behalf of the corporation.

Philip S. Gauthier
Notary Public

My Commission Expires:



PHILIP S. GAUTHIER
Notary Public - Arizona
Maricopa County
Expires 10/15/2013

SECRETARY'S ATTESTATION

I, Donna Beckmann, being the duly elected Secretary of Association of the Canyon Crest Association, Inc., hereby attest that the foregoing Amendment was approved, in writing, and signed by Owners representing not less than fifty-one percent (51%) of the Lots and seventy-five percent (75%) of the first mortgagees.

By: Donna Beckmann
Secretary, Canyon Crest Association, Inc.

State of Arizona)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 7TH day of MARCH, 2011, by DONNA BECKMAN, the Secretary of the Canyon Crest Association, Inc., an Arizona nonprofit corporation, for an on behalf of the corporation.

Philip S. Gauthier
Notary Public

My Commission Expires:



PHILIP S. GAUTHIER
Notary Public -Arizona
Maricopa County
Expires 10/15/2013

EXHIBIT A

CANYON CREST ASSOCIATION Copy for Homeowner's File SWIMMING POOL AREA RULES AND REGULATIONS

The Covenants, Conditions, and Restrictions (CC&R'S) of CANYON CREST ASSOCIATION are written for the enhancement, beauty, enjoyment, and safety of all the homeowners and residents. Please observe these rules at all times, discuss with your children and the non-swimmers in your household and post for reference.

SWIMMING POOL AREA -- SAFETY & COURTESY:

AS POSTED, THERE IS NO LIFEGUARD ON DUTY AT OUR SWIMMING POOL.

- 1) Enter the pool area through the gates only; the gates must remain locked at all times. Never leave the gate open, nor open the gate for a person(s) you do not know.
- 2) Never swim alone.
- 3) No running or horseplay in the pool area. (No toys or floats allowed if not made for pool use.)
- 4) No children under age 14 (or under 18 if a non-swimmer), may use the pool facilities without responsible adult supervision, which means the adult is 18 or over, is a swimmer, and is actively observing the children. (When a Parent or Legal Guardian does not accompany their children using the pool area, they must give permission to the accompanying adult who is over 21, and in writing if that accompanying adult is under 21.) Any resident should ask children without such supervision to leave the pool immediately. Guests must be accompanied by a resident who is fully liable for themselves and their guests.
- 5) No diving.
- 6) No glassware of any kind is permitted in the pool area. (Broken glass causes injury to pool users, damages equipment and causes costly draining of the swimming pool.)
- 7) No pets are allowed in the swimming pool or enclosed pool area.
- 8) General Swimming Pool Hours are 8AM through 10PM daily. Quiet Hours are 10PM to 8AM. (During Quiet Hours, pool area use by Adults 18 and over only please.)

SWIMMING POOL AREA -- CLEANLINESS & MAINTENANCE:

- 1) Always use the pool shower before entering the pool to prevent grass, dirt, and suntan oil from contaminating the water. (Suntan lotions are the biggest contributor to the floating oil scum which makes the pool very difficult to keep clean, healthful, and pleasant to use.)
- 2) No swimming in street clothes (Fibers from cutoff jeans, tennis shoes, frayed t-shirts, etc., damage the pool filter and pump. Also, please limit babies from using pools with soiled or soaked diapers.)
- 3) Clean up after yourself, your family and guests. Put trash and cans into the receptacles provided. Clean the grill area of all food and paper, preferably in a trashbag you can haul to the dumpster. Use the ashtrays and urns for cigarettes and ashes ONLY; take wet or soiled diapers with you. Wipe off tables and chairs of all spills and debris. There is no maid at the pool, so it's your money that must be spent to have someone constantly picking up the area.
- 4) Respect the pool furnishings and equipment. Do not abuse or misuse the pool furniture.

Swim At Your Own Risk. The Canyon Crest Association assumes no responsibility or liability for any injuries or losses sustained by anyone who chooses to utilize the pool or swimming pool area.

I further acknowledge that the use of the swimming pool and swimming pool area is at my own risk and I hereby release the Canyon Crest Association, its agents and employees, from any liability that may arise as a result of any damages or losses sustained by me, or my family, while using the swimming pool or swimming pool area.

I, the OWNER, or OWNER'S Authorized Representative, have received, read and understand CANYON CREST SWIMMING POOL AREA RULES and further understand that violation of these rules may result in suspension of my family's swimming pool area privileges. Additionally, I understand that I have an obligation to report any hazardous, dangerous, improper or unsanitary condition to the Association:

Owner: ☐ Renter: ☐

Signed: _____ Ages of Pool Users in Household _____

Printed Name: _____ Lot No.: _____ Date: _____