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# SUNLAND VILLAGE EAST ASSOCIATION

# AMENDED and RESTATED DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS

**Name: Sunland Village East Association**
**Address: 2145 South Farnsworth Drive**
**City/State/Zip: Mesa, AZ 85209**

**(Updated 3/21/2025)**

# SUNLAND VILLAGE EAST
# AMENDED AND RESTATED DECLARATION OF
# RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS

Sunland Village East Association (SVE) formed and incorporated on March 5, 1984 for the purpose of conducting any or all lawful affairs of an area bounded by Baseline on the North, Hawes Road on the East, Guadalupe on the South and Sossaman on the West, now accepts that responsibility.

The Association hereby does completely amend, restate, supersede and replace the Sunland Village East Declaration of Restrictions, Covenants, Conditions and Reservations, which were recorded as an Instrument numbered 85-0202125,85-0343881, 85-0450566, 86-05769836, 88-0101779, 89-0165722, 90-0223317, 92-00456294, 93-0882046, 96-0079508, 07-0798211, 2013-0057705 2021-0525882, 2023-0287745, 2024-0108369 and 2024-0200280 in the official records of Maricopa County, Arizona to read as this instrument.

The Association hereby declares that all of the property described in Article I below (herein "property") shall be held, used, sold and conveyed subject to the following Restrictions, Covenants, Conditions and Reservations, all of which are for the purpose of protecting the value and desirability of the property and which shall run with the land, and be binding on all persons and entities now having or hereafter acquiring any right, title or interest in the property, or any part thereof, and shall inure to the benefit of each present and future Owner of all or any part of the property or any right, title or interest therein.

## ARTICLE I
## Description of Property

1.

1.1 **Residential Unit.** All real property, Lots 1 through 1657 and 780 condominiums for a total number of 2,437 homes and condominiums located within the described boundaries of Sunland Village East, used, as single family dwellings shall be subject to these Restrictions. It is recognized a further set of RCC&Rs is applicable to condominiums. In the event there is a conflict, the RCC&Rs that are more restrictive shall take precedence

## ARTICLE 2
## Term of Restrictions

2.

2.1 **Binding Effect.** The Restrictions run with the real properties described in Article 1 above and each and every part and parcel thereof and shall be binding upon all parties hereto and all persons and entities now or hereafter claiming an interest in all or any part of the property until January 31, 2030 at which time the Restrictions shall automatically be extended for successive periods of ten (10) years each, subject, however, to the rights of revocation, amendment, restatement, withdrawal and annexation as set forth herein.

## ARTICLE 3
## Definitions

3.

**Certain Definitions.** Unless the content otherwise requires, the following definitions shall apply, to-wit:

3.1.1 **Articles of Incorporation.** "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association as amended from time to time.

3.1.2 **ACC.** (Architectural Control Committee) See SVE Bylaws, Article 8, Section 8.7

3.1.3 **Assessment.** "Assessment" means an annual or special assessment levied by the Association pursuant to the Governing Documents.

3.1.4 **Association.** means Sunland Village East Association, an Arizona nonprofit corporation.

3.1.5 **Association Facilities**. "Association Facilities", and "Common Areas" means the buildings, land, equipment, and all property owned by the Association in Common for the use and benefit of the members.

3.1.6 **Association Office.** "Association Office" means the general business office of the Association.

3.1.7 **Board.** "Board" means the Board of Directors of the Association.

3.1.8 **Bylaws.** "Bylaws" mean the bylaws of the association as adopted and amended from time to time by an affirmative "valid vote" of Members in Good Standing.

3.1.9 **Directors.** "Directors" mean members of the Board.

3.1.10 **Domicile.** "Domicile" means a person's true, fixed and permanent home and place of habitation. The person's establishment and to which, when the person is absent, intends to return.

3.1.11 **Fees.** "Fees" means a fixed charge payable pursuant to the Governing Documents for various activities of the Association or for the use of certain Association Facilities as established by the Board.

3.1.12 **House Guest.** "House Guest" means any person (and the person's spouse and children) regardless of the age of any such person (or of the person's spouse or children), who occupies a Residential Unit for less than 30 days during a twelve (12) month period with a Resident who is a relative or close friend of that person where both of the following apply: (a) the person pays no rent or similar compensation, and (b) the Resident is living in the Residential Unit at that time and is not away on vacation or business, or is not living in the Residential Unit at that time because of being in a hospital, nursing home or similar facility.

3.1.13 **Lot.** "Lot," means a parcel of land designed as a lot on a recorded subdivision plat or any amendment or supplement thereto covering all or any part of Sunland Village East as described in the RCC&Rs, Article I.

3.1.14 **Member.** "Member" means an owner of record of units who shall have the right to vote on Association matters and for the election of the Board.

3.1.15 **Occupant.** "Occupant" means any person actually residing in or occupying any Residential Unit in Sunland Village East regardless of the length or duration of the occupancy. Such term includes, without limitation, servants and houseguests.

3.1.16 **Owner.** "Owner" means the record Owner, whether one or more persons or entities of fee simple title to a Lot or Condominium.

3.1.17 **Policies, procedures, regulations and rules** means such policies, procedures, regulations and rules established by the Board as may be necessary to accomplish the intent of the RCC&Rs and Bylaws, which policies, procedures, regulations and rules may be amended from time to time by the Board.

3.1.18 **Resident.** "Resident" means and includes any Occupant other than (a) any Servant, (b) any House Guest, (c) any person under forty-five (45) years of age occupying a Residential Unit with his or her parent(s), or (d) any Occupant who occupies all or any part of a Residential Unit in violation of either Section 4.1.9 or 4.1.10, dealing with age Restrictions.

3.1.19 **Residential Unit.** "Residential Unit" means a house; a unit within a condominium.

3.1.20 **Restrictions.** "Restrictions" means this Declaration of Restrictions, Covenants, Conditions and Reservations as amended from time to time by the Association members.

3.1.21 **Rules.** "Rules" means rules of the Association as amended from time to time.

3.1.22 **Servant.** "Servant" means a person who (a) is at least twenty-one (21) years of age, (b) is providing substantially full-time housekeeping, personal care, health care, or any similar services for any Resident with whom he or she resides, and (c) is not the spouse or paramour of said Resident.

3.1.23 **Sunland Village East.** "Sunland Village East" means the adult community on the real property described in Article 1 above and any portion of any other real property situated adjacent to, or in the general vacinity of, any part of the real property now or hereafter described in Article 1 to the extent that any such other property is hereafter annexed to or included in the Restrictions.

3.1.24 **Vote.** "Vote", as it's commonly understood and various meanings depending upon the manner or context in which it is used. For instance, it may mean the act of voting or balloting by the voting Members of the Association by voice Vote or secret ballot, in an

election or on a resolution or issue taken in any lawful manner. "Valid Vote" means a Vote cast by a qualified person in such a way that it can be and lawfully should be counted for or against a person, issue or proposition

3.1.25 **Concealed from view.** Shall mean that a vehicle or other object shall not be visible to a person six feet tall standing on any part of an adjoining Lot or street or any Association property, and at the same elevation as the vehicle or object being viewed.

3.1.26 **Wall or Fence Restrictions.** Fences, Screen Wall and/or a Retaining Wall are defined as: Free-standing, self-supporting structure, constructed of durable wood, chain link, metal, masonry or other standard fencing materials, designed to provide privacy, security, screening or bank retention between grade separations.

3.1.27 **Casitas/Accessory Dwelling Units and Out-Building: Casitas** and Accessory Dwelling Units are defined as a structure for the purpose of additional living/sleeping/cooking.

**Out-Building:** An outbuilding is defined as a free-standing structure not connected to a main residence, typically used as a workspace. Refer to SVE Architectural Guidelines for types of buildings determined as outbuildings. They are commonly constructed from materials such as wood, metal, or vinyl, offering durability against weather conditions. Out-buildings are not intended to be utilized as Additional Dwelling Units (ADUs). **These structures are NOT ALLOWED on any Residential Lot in Sunland Village East (SVE).**

3.1.28 Member **in Good Standing.** A Member whose voting rights have not been suspended.

## ARTICLE 4
## Use Restrictions

4.

**Residential Use and Rentals.** All Lots described in section 1.1 of article 1 above shall be subject to use Restrictions as follows:

4.1.1 **Rentals.** No rental of any Residential Unit is permitted for a period of thirty (30) days or less. However, any Owner who possesses title to a Unit as of March 30, 2021, may lease or rent his/her/their Unit for a period of less than thirty (30) days, except that such right to lease or rent the Unit for a period of less than thirty (30) days shall terminate upon the transfer of title to a new Owner. No Owner may lease or rent less than the entire Lot. The Owner shall be liable for any violations of the Declaration, Bylaws, Rules and Regulations or any other governing documents by the tenants or other persons residing in the Unit and their guests or invitees. In the event of any such violation,

the Owner, upon the demand of the Association, shall immediately take all necessary actions to correct any such violations. The Association shall have the right to levy fines for violations of this provision or enforce this provision by a proceeding at law or in equity. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.1.2 **Residential Units.** Each Lot shall be known and described as a Residential Lot. Any garage or carport shall be an integral part of the dwelling. No garage or out building shall be used as a residence at any time.

4.1.3 **New Construction.** All structures on a Lot shall be of new construction, and no building shall be moved from any other location onto any Lot.

4.1.4 **Animals.** No animals shall be kept on any Lot except house pets, such as dogs and cats; provided, however, that all pets must be kept on a leash or within the boundaries of the Lot owned or possessed by the Owner of the pets. House pets shall be kept solely as pets and not for pecuniary profit or gain and shall be permitted only in such numbers and maintained and cared for so as not to unreasonably disturb any Resident by undue noise, sight, odor or otherwise. In any event, no more than three house pets shall be kept on any Lot at any time.

4.1.5 **No Signs or Advertising.** All advertising signs shall be subject to the Architectural Guidelines. No lot shall be used in any way or for any purpose that may endanger the health or safety of, or unreasonably disturb any Owner or Occupant.

4.1.5.1 Per ARS 33-1808 door to door political solicitation is only acceptable in the Association from sunrise to sunset. Persons engaged in the activity must wear prominent identification for the candidate or ballot issue they are soliciting.

4.1.6 **Vehicles Restrictions.** For purposes of this section, Passenger Vehicles shall include automobiles, personal use vans, SUVs, motorcycles, golf carts, and pickup trucks the major use of which is to transport people for personal matters. Non-Passenger Vehicles shall mean all other motorized or non-motorized vehicles including but not limited to, trucks intended or identified for commercial use, motor homes, recreational vehicles, trailers of any kind, camper shells, or any other equipment designed to move on wheels.

Where possible, all Passenger Vehicles shall be kept, stored or parked in a garage or carport. Prolonged parking of Passenger Vehicles in a space such as the driveway shall be discouraged.

1. **Temporary Parking on a Lot.** No Non-Passenger vehicle shall be stored on any Lot in Sunland Village East. Complaints relating to this provision shall be referred to the Board.

2. **Temporary Parking in a City of Mesa Street.** No Non-Passenger vehicle shall be parked on any City of Mesa street for a cumulative period of more than 48 hours.

3. **Prohibition of Use for Sleeping Quarters.** No vehicle as defined under VEHICLE RESTRICTIONS shall be used for sleeping quarters while on any Lot or in any street in Sunland Village East.

4. **Parking in Easement or Drainage.** No vehicle as defined under VEHICLE RESTRICTIONS shall be parked or stored in any easement or drainage in Sunland Village East, regardless of whether the easement or drainage is on public property or private property, or common areas, unless such property has been so designated by the Association and properly zoned for the parking or storage of such vehicles.

5. **Repairs and Construction, and Abandoned Vehicles.** No vehicle of any type or part thereof which is abandoned, under repair, construction, or re-construction, unsightly in appearance or kept in an inoperable condition shall be permitted to be placed, parked, kept, stored, repaired, constructed or re-constructed at any time whatsoever on any Lot or street, including any front, side or rear yard in Sunland Village East, except in an enclosed garage with the garage door closed.

4.1.7 **Building Additions:** No building additions whatsoever, including, but not limited to any add-on improvements or fixtures, carports, utility or storage units or sheds, whether temporary or permanent in nature, and whether or not actually attached to the home ("building addition"), shall be commenced, constructed, placed or stored upon any Lot in Sunland Village East without the prior written approval of the Architectural Control and must be compliant with the Association Restrictions, and the State and Local Government Code Restrictions.

4.1.8 **Size of Homes.** No Residential Unit house having a ground floor area of less than one thousand square feet, exclusive of open porches, pergolas, or garages, shall be erected, permitted, or maintained on any Lot.

4.1.9 **Age Restrictions.** No person under 45 years of age shall occupy any Residential Unit except as follows:

- A person who is at least 40 years of age and is the spouse of an occupant who is at least 45 years of age.
- A person who is at least 18 years of age and the son or daughter of a resident who occupies the unit.
- **Primary Residency Requirement**:
  The parent(s) must maintain the unit as their primary residence and be physically residing in the unit for the majority of the year (at least 183 days). Adult children may not occupy the unit full-time when the parent(s) are not physically residing in the unit except for permitted Temporary Residence.

- **Temporary Residency Clause**:
  The adult child of a resident may occupy the unit temporarily (up to 30 days in a calendar year) when the parent(s) are not present, provided there is prior written notice to the HOA and adherence to any other HOA guidelines. The HOA must be informed in writing of the absence of the parent(s) and provided with contact information for the adult child during this period.
- **Exceptions**: Temporary exceptions may be granted in cases of medical necessity or emergency, subject to Board approval and verification.
- A person who is the house guest of the resident occupying the unit
- A servant or caregiver to the resident occupying the unit.

Furthermore, nothing in this section shall be construed or applied in such a way as to violate any applicable zoning law or ordinance under which the Residential Unit is classified as a single-family dwelling.

4.1.10 **Compliance with Housing for Older Persons – 1995**. Sunland Village East is classified as housing for older persons and is governed by the Housing for Older Persons Act of 1995. It is therefore required, at least eighty (80%) percent of the Residential Units shall be occupied by at least one person fifty-five (55) years or older. The Association, at its sole discretion, may allow exemptions to the over 55-age restriction but in no case will it violate the 80% requirement determined by the HOPA. All exemptions must be submitted to, reviewed by, and agreed to by the Association Board and Management before they are granted.

Examples of exemptions that may be granted are:

- Surviving spouses less than 55 years of age.
- Non-Spouses who inherited the residence and are at least 45 years of age
- Potential purchasers of a residence who are at least 45 years of age and petition the Association, and by granting that exemption the Association does not violate the HOPA.

The above list is not meant to be all inclusive, nor a list of pre approved exemptions.

4.1.11 **Disruptive Activities Nuisances.** No resident or other occupant of any residence shall engage in any activity, which may be unlawful, objectionable, obnoxious or offensive to the surrounding residents disturbing their right to the peaceful use and enjoyment of their premises. Such conduct shall include, but not be limited to, that which would be considered a nuisance, hazard or offensive use of property or threaten the security or safety of other residents as may be determined from time to time in the sole discretion of the Board.

4.1.12 **Set Back Line Restriction.** The minimum building set-back requirements of the residential unit (main property) from the front, rear and side lot lines of each lot shall be as follows:

Front Lot Line – 20 feet
Rear Lot Line – 15 feet
Street side of any corner lot – 10 feet

The outside walls of buildings on adjoining lots shall not be closer than ten (10) feet from each other. In order to maintain that distance, the set backs shall be at least three (3) feet from the east and north side lot lines. The set backs on the west and south lot lines shall be at least seven (7) feet. Roof overhangs shall not be closer than one (1) foot to a side lot line.

**4.1.13 Wall or Fence Restrictions.** No wall or fence shall be erected or maintained on any S.V.E. lot nearer to the front Lot line than the front wall of the Residential Unit on the Lot unless the wall or fence is constructed of bricks or blocks and is not more than thirty (30) inches high. No hedge shall be planted or maintained on any Lot more than five (5) feet in from the front wall of the Residential Unit on the Lot. No fence, hedge or wall more than three and one-half (3 ½) feet high shall be constructed, planted, permitted or maintained closer to the rear Lot line than the rear wall of the Residential Unit on any house that borders on the golf course. Notwithstanding the foregoing sentence, if there is a swimming pool on a Lot that borders on a golf course, then and in that event, a fence six (6) feet in height (or of such greater height as may be required by any applicable law or ordinance) may enclose the entire backyard of the Lot or such lesser portion thereof that includes the swimming pool as the Owner may determine so long as all of the fence (or at least that portion that is more than three and one-half (3 ½) feet above the ground) is a wrought iron fence that does not unreasonably block the view. No other wall, hedge or fence on any Lot shall be higher than six (6) feet. Chain link, PVC/Vinyl or wooden fences are not permitted in SVE. Wooden slats on gates are allowed but discouraged and are to be replaced with composite wood slats when necessary.

**4.1.14 No Commercial Activity.** An Owner, Occupant, or other Resident of a Residential Unit may conduct a business activity pursuant to the following conditions:

1. The existence or operation for the business activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit;
2. The business activity conforms to all applicable zoning ordinances of the City of Mesa, and
3. The business activity is consistent with the residential character of the Association and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety

of other residents in SVE, as determined from time to time in sole discretion of the Board.

4. Conducting or participating in a garage sale in Sunland Village East shall be limited to the dates established for the Community (Association) Garage Sale dates (in *Fall and Spring*).

The terms 'business' and 'trade' shall include, without limitation, any occupation, work or activity conducted on an ongoing basis which provides 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 the activity is full or part time, generates a profit or is required to be licensed.

**4.1.15 Antenna and Satellite Dish Restrictions.** One meter (39 inches) in diameter or diagonal measurement are regulated by the Telecommunication Act of 1996 (The Act). (The Act) compels both the Association and each resident to conform to certain standards. The Association must be notified of the installation of a satellite dish or antenna. The satellite dish or antenna shall be placed so that it is not visible from the street and must be painted to match the surrounding property. The owner must comply with homeowner association safely rules (such as rule preventing owners from installing antennas on fire escapes, restrictions requiring that a person not place an antenna within a certain distance from a power line, electrical code requirements to property grounds the antenna, and installation requirements that describe the proper method to secure an antenna). Where necessary, landscaping shall be placed around the satellite dish or antenna (as long as it is not too expensive).

**4.1.16 Color of Additions.** The color selection for all exterior repainting of residential units, additions thereto or structures on a residential lot shall be chosen from Board approved, Body (primary) and Trim color only options, Trim color only options and Accent color only options. Proper selection and use of the three colors will provide a cohesive updated and aesthetically pleasing appearance to SVE. Trim and Accent color options may not be used as a dominant (Body) color.

**4.1.17 Landscaping & Maintenance of Lot.** Each Owner shall be responsible at all times for maintaining such required landscaping with a reasonable high standard of care to provide a neat, clean, trimmed and attractive appearance. To satisfy this objective, each Owner shall immediately remove from his or her Lot all: dead, injured or diseased vegetation, weeds, noxious growths, grass clippings, trash and other debris or unsightly materials. In addition, all shrubs, trees, grass, and plantings of every kind on any Lot shall at all times be kept neatly trimmed.

**4.1.18 Prohibited Window Covering.** Styrofoam, cardboard, newspaper, bed sheets, reflective foil and similar items may not be used as window coverings in any Residential Unit, if visible from the outside.

**4.1.19 Maintenance of Residential Unit and Improvements.** Except where such obligations are the express responsibility of the Association, each Lot Owner shall be responsible for maintaining his or her Residential Unit and all improvements thereon, including, but not limited to, the exterior of the residential unit, roof, walls, landscaping and any building additions, with a reasonable high standard of care to provide a neat, clean, repaired and attractive appearance.

**4.1.20 Garbage Cans.** All garbage cans and similar items must be either kept in the garage or screened from the view of all neighbors, except for when the cans or similar items are placed on the sidewalk or on the front of the Residential Unit for a limited and reasonable period of time for the purpose of being picked up by the refuse collectors servicing the area. (See 3.1.25)

## ARTICLE 5
## Restrictions Need not be in Deeds

5.

**5.1 Restrictions Binding and May Be Enforced.** Deeds of conveyance of any Residential Unit may contain the Restrictions by reference to this document, but regardless of whether such reference is made in any or all such deeds, each and all of the Restrictions shall be valid and binding upon the respective grantees and all other persons. Violation of any one or more of the Restrictions may be restrained by any court of competent jurisdiction and damages awarded against any violator; provided, however, that a violation of the Restrictions, or any one of them, shall not affect the validity or lien of any Mortgage now of record or hereafter placed of record.

## ARTICLE 6
## Effect of Partial Invalidation

6.

**6.1 Provisions are Severable.** Each provision contained herein shall be deemed to be severable from the other provisions and invalidation of any portion of the Restrictions by judgment or other court order shall in no way affect the other portions of the Restrictions all of which shall remain in full force and effect. Furthermore, if any portion of the Restrictions is declared to be invalid for any purpose or in any circumstance with respect to any Residential Unit such portion shall nevertheless be valid for all other purposes and under all other circumstances and with respect to all other Residential Units.

## ARTICLE 7
## Enforcement by Association or Owners

7.

**7.1 Enforcement of the Restrictions.** The Association may enforce the Restrictions by action against any Owner and any Occupant of any Residential Unit and against any other person or party, violating or threatening to violate the Restrictions.

## ARTICLE 8
## Subordination of Lien to Mortgages

8.

8.1 **Lien for Assessments Subordinate to Mortgage.** The lien for assessments and all other obligations provided for herein shall be subordinate to the lien of any Mortgage, except to the extent that the lien has been perfected by a recorded notice and claim of lien prior to the date the Mortgage is recorded. The sale or transfer of any Residential Unit pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien on such Residential Unit for all assessments and other obligations as to payments that became due, and relate to periods, prior to such sale or transfer, except to the extent the lien was perfected by a notice and claim of lien recorded prior to the date the Mortgage was recorded. The personal liability of all Owners and Occupants of the Residential Unit existing immediately prior to such a sale or transfer shall continue to exist even though the lien is extinguished. No other sale or transfer of any of Residential Unit shall affect the lien provided herein.

## ARTICLE 9
## Sunland Village East Association

9

9.1 **Association Defined.** Sunland Village East Association has been formed as an Arizona nonprofit corporation. The Articles of Incorporation of the Association provide in part that the Association is organized and shall be operated exclusively for nonprofit purposes, that no part of the net earnings of the Association shall ever inure to the benefit of any person, that the Association shall be and constitute the homeowners Association in Sunland Village East, and as such the Association shall make and collect assessments, enforce the Restrictions and maintain, operate and pay all of the expenses of or relating to the Community Facilities in Sunland Village East.

9.2 **Amendment of Articles, Bylaws and Rules.** The Articles and or Bylaws may be amended upon a favorable vote by a majority of the valid votes cast on the issue by the voting members of the association. The Policies, procedures, regulations and rules may be amended by the Association Board in any lawful manner that is not in conflict with these Restrictions.

9.3 **Voting and Non-Voting Members.** The Association shall have various classes of voting and non-voting Members as provided in the Articles or Bylaws that shall not be inconsistent with the provisions of the Restrictions.

9.4 **Enforcement of Restrictions, Articles, Bylaws and Rules.** The Association shall have the right and duty to enforce the Restrictions, Articles, Bylaws and Rules upon its own initiative or upon the signed written request of any Owner or Resident. However, the Association shall have the right to determine whether, when, and to what extent and what type of enforcement action, if any, the Association shall take with respect to any violation or claimed violation of the Restrictions, Articles, Bylaws, or Rules.

9.5 **Obligations are the Associations.** All costs, charges, expenses and obligations of the Association shall be the obligation of only the Association and not the obligation of any Owner or of any director, officer or Member of the Association. However, assessments may be made by the Association to the extent and as provided herein to raise funds to pay the expenses and obligations of the Association.

9.6 **Limited Liability of Directors and Officers.** Neither the Association nor any director, officer, employee committee Member, or other representative of the Association shall be personally liable to any Owner, Occupant, or to any other person or party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence by the Association, director, officer, employee, committee Member or other representative of the Association, except that which results from a lack of good faith, or from willful or intentional misconduct.

9.7 **Association Actions.** Unless otherwise required by law, the Restrictions, Articles or Bylaws, any action required of or permitted to be taken by the Association shall be taken by the Board or by the officer, agent, committee, or other representative of the Association as the Board, Bylaws or Rules may require or permit.

9.8 **Reasonable Fee for Use of Facilities.** The Association may charge a reasonable fee for the use of any of the Community Facilities and for any services it provides.

9.9 **Obligations Imposed by Government.** The Association shall discharge any obligations now or hereafter imposed on the Homeowners Association in Sunland Village East by the City of Mesa or by any other governmental body or agency in connection with any plat or other document recorded in connection with the

subdivision and development of all or any part of Sunland Village East or the sale of any Residential Unit.

## ARTICLE 10
## Assessments-Liens-Attorneys Fees-Costs

10.

10.1 **Acceptance of Deed Binds Owner(s) Jointly and Severally.** The acceptance of any deed or other document evidencing ownership in any residential unit, the Owner(s) agree, jointly and severally, to be bound by and to pay and perform each and every obligation imposed upon the Owner(s) of such residential unit by the Restrictions. Such Restrictions shall run with the land and may be enforced by any Owner(s) or the Association.

10.2 **Liability for Assessments.** The Owner(s) shall be personally liable for the payment of any and all assessments with respect to such residential unit that become due and payable on the date such Owner(s) have or claim an ownership interest therein. This provision shall not require the proration of assessments between successive Owner(s); however, successive owners may arrange for proration of assessments between themselves, but the Association shall not be required to be a party thereto or be bound thereby.

10.3 **Purpose of Assessments.** Annual assessments shall be made to provide funds to the Association for the operation thereof and shall include, but not be limited to, courtesy patrol services, community facilities and other affairs, activities, services and expenses of the Association.

10.4 **Payment of Annual Assessments.** During November of each year the Board shall establish the annual assessment per residential unit for the next calendar year that shall, except as provided herein, be payable in full prior to the following January 31st, unless the Board shall determine otherwise. Should the Board establish an annual assessment that exceeds by more than ten percent (10%) of the assessment for the prior year, then, and in that event, the assessment so fixed shall be submitted to the members for a vote in January of the year to which the assessment applies. If a majority disapproves the proposal, the assessment for the year shall not exceed 110% of the assessment applicable in the preceding year.

10.5 **Special Assessments.** The Board may establish a special assessment per residential unit with respect to a period of any twelve consecutive calendar months that shall be payable quarterly or annually, in advance, as determined by the Board. The question of such a special assessment shall be referred to the membership for a vote. Two special assessments shall not be applicable in any part of the same twelve-month period.

10.6 **Failure to Establish Annual Assessment.** Should the Board fail to establish an annual assessment, then the assessment for the following year shall be in the same amount as in the immediately preceding year and due and payable in the same manner.

10.7 **Uniform Application of Assessments.** The amount of all regular assessments and all special assessments shall be uniformly applied to all Residential Units in Sunland Village East.

10.8 **Additional Occupancy Assessments.** In addition to all other assessments, an extra occupancy assessment shall apply to any Residential Unit if during any part of any calendar year the number of Occupants of that Residential Unit (exclusive of Servants or houseguests) exceeds two. The amount of the extra occupancy assessment shall equal thirty percent (30%) of the annual assessment for that year times the number of such Occupants in excess of two (2) occupying that Residential Unit during any part of that year. The extra occupancy assessment shall be payable at the same time(s) as the annual assessment or as soon thereafter as facts are known to the Owner that make it payable.

10.9 **Lien in Favor of the Association.** The Association is hereby granted a continuing lien against each residential unit to secure payment of all assessments or other amounts due the Association from the owners or occupants of the residential unit. Such lien shall be perfected by recording a notice and claim of lien with the Maricopa County Recorder and shall describe the residential unit, and the amount the nature of the lien. Recording of the lien shall not be permissible until theo obligations due thereunder shall be at least sixty (60) days past due. Interest at the rate of twelve percent (12%) per annum shall accrue from the date of recording until paid. Should the lien be foreclosed pursuant to the laws of the State of Arizona, there may be included therein reasonable costs and attorneys fees.

10.10 **Late Payment Charges.** Should any assessment not be paid within fifteen (15) days after it is due, the Association may assess a late payment charge equal to ten percent (10%) of the amount of the delinquent assessment.

10.11 **Reimbursement of Attorneys Fees and Costs.** Should any owner default in the payment of any assessment or in the performance or observance of any provision of these Restrictions and the Association obtains the services of an attorney to resolve the matter, Owner shall pay to the Association all expenses relating thereto including reasonable attorneys fees.

10.12 **Association Shall Have Right to Make Repairs.** If any owner fails or refuses to care for, maintain or make needed repairs to that owner's residential unit, the Association shall have the right and power to care for, maintain and make repairs to that residential unit, or cause the same to be done, and collect all costs and

expenses of said repairs and maintenance, plus twenty-five percent (25%) thereof as a handling fee, plus all other costs, fees and expenses, including reasonable attorney's fees, if any, incurred by the Association in connection therewith. The Association shall have a lien on the residential unit to secure payment of all such amounts, which shall be perfected and enforced in the same manner as a delinquent assessment.

10.13 **Fines.** In addition to any other remedies available to the Board, failure to comply with the requirements of these RCC&Rs, the Articles, Bylaws and Rules of the Association shall subject Lot Owner to a "fine" as determined by the Board.

## ARTICLE 11
## Community Facilities

11.

11.1 **Description of Community Facilities.** All real and personal property in Sunland Village East that is now or hereafter owned, leased, operated or managed by the Association.

11.2 **Perpetual Easement.** It is understood and agreed that there exists a perpetual easement on the inside of the perimeter wall, and the wall adjacent to Farnsworth Blvd., not exceeding five (5) feet in width on which the Associations employees or its agents may reach by entering any lot abutting said wall for the purpose of inspecting, improving, repairing or maintaining said wall.

11.3 **Additional Community Facilities and Improvements.** The Association shall have the right to acquire Community Facilities by gift, purchase, lease, management agreement or otherwise from any person or party and to repair and improve the same as it deems advisable.

11.4 **Responsibility of Association for Community Facilities.** The Association shall manage and operate, and be responsible for the care, maintenance and all expenses of, or relating thereto, all of the Community Facilities in any lawful manner for the purposes and objectives of the Association.

11.5 **Public Right-of-Way Maintenance.** Should at any time the City of Mesa cease to maintain all or any portion of the public right-of-way located outside the perimeter wall of Sunland Village East the obligation for such maintenance shall become that of the Association and not the abutting landowners.

## ARTICLE 12
## Owners-Members-Voting Rights

12.

12.1 **Membership in Sunland Village East Association.** Membership in the Association shall be as follows:

12.1.1 **Owners.** Every Owner (and each of them if more than one) of each Residential Unit shall be a Member of the Association. That Membership shall commence when the person or entity becomes an Owner, continue so long as the person or entity is an Owner, and terminate when the person or entity ceases to be an Owner.

12.1.2 **Residents.** Every Resident shall be a Member of the Association. That Membership shall commence when the person becomes a Resident, continues so long as the person is a Resident, and will terminate when the person ceases to be a Resident.

12.1.3 **Occupants.** Every Occupant who is at least eighteen (18) and under forty-five (45) years of age that is living with his or her parent(s) shall also be a Member of the Association.

12.2 **Ownership Certificate.** As a condition of any Residential Owner or Occupant of a Residential Unit having and exercising any privileges of Membership in the Association (including, but not limited to, voting rights, the right to notices of meetings, the right to have and use any assigned space, and any rights to use Community Facilities), the Owner(s) (and tenants, if any) of each Residential Unit shall sign and file an Ownership certificate with the Association and shall keep it up-to-date. The information required to be provided by each owner, tenant, and occupant, of a residential unit in Sunland Village East is necessary in order for the Association to determine the memberships in the Association to determine that Sunland Village East qualifies as housing for older persons under the Fair Housing Amendments Act of 1988 ("Act"). Failure of an Owner to file and keep up-to-date such an Ownership certificate shall not relieve the Owner of any obligation, including but not limited to, the extra occupancy assessment that would be applicable hereunder if the Ownership certificate had been promptly filed and kept up-to-date.

12.3 **Division of Membership.** Memberships in the Association shall be divided into class A, class B, class C, and class O.

12.4 **Class A Members.** A class A Member shall be a Resident, eligible to seek election, and entitled to use of the Community Facilities and shall have one Vote on each issue that is to be voted upon by the Association and one vote with respect to each Director being elected.

12.5 **Class B Members.** A class B Member shall be a Resident and therefore entitled to the use of the Community Facilities but shall not have voting rights.

12.6 **Class C Members.** A class C Member shall be a person at least eighteen (18) years of age who is living with his or her parent(s) and meets all of the qualifications to be a Resident other than the age requirement. A Class C Member shall be entitled to use the Community Facilities and shall not have voting rights.

12.7 **Class O Members.** A Class O Member shall be an Owner entitled to Vote with respect to the Class O Membership on each issue that is voted upon by the voting Members of the Association and with respect to each director being elected. A Class O Member as such shall have no right to use the Community Facilities. The number of Votes any Class O Member is eligible to cast, as a Class O Member, at any one time shall be the sum of all Votes shown for that person as a Class O Member on all up-to-date Ownership certificates then on file with the Association.

## ARTICLE 13
## Interpretation and Development

13.

13.1 **Association's Interpretation of Restrictions.** The provisions of the Restrictions shall be liberally construed to effectuate their purpose. Except as limited in this section, the Association shall have the exclusive right to construe and interpret the provisions of, and define any term in, the Restrictions, Articles, Bylaws and Rules; and the Association's construction, interpretation and definition shall be final, conclusive and binding on all Owners, Occupants and all other persons.

13.2 **Golf Courses, Restaurants, Storage Areas, Etc.** The Restrictions do not apply to, and the term "Sunland Village East" does not include any, golf course, putting green, driving range or clubhouse, or any restaurant, travel trailer storage area, mini warehouse or any other business or commercial activity now or hereafter carried on or conducted in and around Sunland Village East upon any land properly zoned for that business or for which a proper use permit is in effect. Nothing contained herein shall apply to any such business or to restrict any lawful use or parking of any cars, trucks and equipment used in connection with any such business or activity. The provision of this section shall not, however, authorize or permit the operation of any such business in or upon any Lot described in article 1 above.

13.3 **Headings and Table of Contents.** The table of contents (if any) and all captions, titles and headings contained in the Restrictions are for the purpose of reference and convenience only and shall not be used to determine the intent or to limit, expand, modify, or otherwise affect or interpret any of the provisions hereof.

## ARTICLE 14
## Rights of Revocation, Amendment, Restatement Withdrawal and Annexation

14.

14.1 **Revocation, Amendment and Restatement.** The Restrictions may be revoked, amended, and/or restated in whole or in part and real property may be withdrawn from or annexed to the Restrictions under any of the following provisions:

14.1.1 **Written Documentation by Association.** By a document in writing signed only by the Association at any time after the execution of that document has been approved by the Board and authorized by a majority of the valid Votes cast on the issue by the voting Members of the Association. Annexation by the Association may include any property wherever located.

14.1.2 **Written Documentation by Owners.** By a document in writing signed by the Owners of a majority of all the Lots and parcels then described in article 1 of the Restrictions.

14.2 **Amendment May Change Purpose of Assessments.** Any amendment or restatement under section 14.1 of this article may contain, but shall not be required to be limited to, an enlargement, change or increase, in the purposes for which assessments may be made under the Restrictions. The enlargement, change or increase in the purposes may include any or all of the then objects, purposes and powers of the Association.

This is to certify that the foregoing are the Restrictions, Covenants, Conditions and Reservations (RCC&Rs) of Sunland Village East Association, an Arizona non-profit corporation, as adopted by the Residents of Sunland Village East on March 20, 2025

Dated and signed the 10th day of April 2025

Courtney Bohlender, President

Carmella Mongold, Vice President

Gary Nault, Secretary

Michael Lauer, Treasurer

Denise Lefler, ACC Chairman

Ted Heel, Security

Theodore Boehm, Member-At-Large

This instrument was recorded at the
Request of:

SUNLAND VILLAGE EAST
2145 SOUTH FARNSWORTH DRIVE
MESA, AZ 85209

The recording official is directed to return
This instrument or a copy to the above person

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CAPTION HEADING:

CHANGES OF THE RCC&Rs

DO NOT REMOVE
This is part of the official document