GREENFIELD VILLAGE
RV RESORT ASSOCIATION, INC.
MESA, ARIZONA

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

ADOPTED 2/12/97
AMENDED THROUGH 2/09/22
EDITED 7/20/23

PLEASE NOTE: The Association's Governing Documents, including its CC&Rs, are subject to change by amendment as circumstances and new trends in Resort living emerge. Members of the Association (Lot Owners) are responsible to keep aware of changes as they are adopted and announced.

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RESTATED DECLARATIONS OF

COVENANTS, CONDITIONS, AND RESTRICTIONS RECITALS

A. By that certain Declaration of Covenants, Conditions, and Restrictions for Greenfield Village RV Resort dated January 4, and recorded January 5, 1984, at 84-005610 of the public records of Maricopa County, Arizona, (the "Declaration"), the Declarant imposed certain conditions, covenants, and restrictions, and created other property and contract rights burdening and benefiting the real property described in the Prior Declaration (defined below) and described on the attached Exhibit A (the "Property"). The Declaration was amended by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions for Greenfield Village RV Resort Association and Annexation of Additional Property dated September 15, 1985, and recorded March 21, 1986, at Document No. 86-135066, by that Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Greenfield Village RV Resort Association dated September 30, 1986, and recorded October 8, 1986, at Document No. 86-551897, and by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Greenfield Village RV Resort Association dated June 15, 1990, and recorded July 11, 1990, at Document 90-309121, all in the public records of Maricopa County, Arizona (collectively the "Prior Declaration").

B. Section 11.6 of the Prior Declaration, as amended, permits the amendment or termination of the Prior Declaration by a vote of two-thirds (2/3) of the Owners of the Property.

C. By a duly-held vote of the Greenfield Village RV Resort Association, Inc., in excess of two-thirds (2/3) of the Owners of the Property have approved this Restated Declaration of Covenants, Conditions, and Restrictions for Greenfield Village RV Resort.

D. The Owners desire that all of the Property subject hereto be held, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved, or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time.

AGREEMENT

NOW THEREFORE, the Prior Declaration is hereby amended and revoked in its entirety and the provisions of this restated Declaration are hereby imposed upon the Property.

ARTICLE 1. DEFINITIONS

The following terms shall have the following meanings unless a different meaning is plainly required by the context:

Section 1.1 Arizona Room. "Arizona Room" shall mean any add-on area approved pursuant to the "Arizona Room" regulations contained in the Architectural/Landscaping Design Regulations.

Section 1.2 Articles. "Articles" shall mean the Articles of Incorporation of the GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC., as such Articles may be amended.

Section 1.3 Association. "Association" shall mean the GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC., an Arizona nonprofit corporation, its successors and assigns.

Section 1.4 Board. "Board" shall mean the Board of Directors of the GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC.

Section 1.5 Bylaws. "Bylaws" shall mean the Bylaws of the GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC., as such Bylaws may be amended.

Section 1.6 Common Area. "Common Area" shall mean all real property, and the improvements thereon, owned by the Association for the common use and enjoyment of the Owners, including the private streets.

Section 1.7 Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") OF THE GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC. as it now exists and as it may later be amended from time to time and recorded in the office of the Recorder of Maricopa County, Arizona.

Section 1.8 Lot. "Lot" shall mean any part of the Property which is separately designated and numbered on the Plat, and it shall exclude the Common Area.

Section 1.9 Member. "Member" shall mean a Lot Owner who is then a member of the GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC.

Section 1.10 Owner. "Owner" shall mean the Owner of record, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those having an interest in a Lot merely as security for performance of an obligation, specifically excluding contract sellers where the contract is recorded in Maricopa County.

Section 1.11 Park Model. "Park Model" shall mean a Recreational Vehicle of not less than 320 nor more than 400 square feet of living space, with plumbing, heating, and electrical systems that will not operate without being connected to outside utilities. The Park Model must be commercially manufactured and approved by the City of Mesa.

Section 1.12 Pet Area. "Pet Area" shall mean Lots 103 through 132 and 148 through 201, where certain pets may be kept pursuant to Section 3.13.

Section 1.13 Plat. "Plat" shall mean the subdivision of Greenfield Village RV Resort, recorded in Book 260 of Maps at Page 5 thereof, and the subdivision plat of Greenfield Village RV Resort Phase II, recorded in Book 278 of Maps, Page 2, in the office of the Recorder of Maricopa County, Arizona, and any amendments, replacements or substitutions.

Section 1.14 Property. "Property" shall mean the real property subject to this Declaration as described in the Plat.

Section 1.15 Recreational Vehicle. "Recreational Vehicle" shall mean a vehicle with or without its own mode of power designed to provide living quarters for recreational, camping, or travel use, including any commercially manufactured travel trailer, park trailer, 5th wheel trailer, or Class A or C motor home, of such exterior material and design as that customarily used by recognized manufacturers of such vehicles.

Section 1.16 Visible From Common Area. "Visible From Common Area" means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of the Common Area. (See Section 1.6)

Section 1.17 Visitors and Guests. Visitors and Guests shall be defined in the Administration Rules.

ARTICLE 2.
PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Such right and covenant of enjoyment shall be subject to reasonable rules and regulations adopted by the Board, which may include, but shall not be limited to, the right of the Association to:

(a) charge reasonable admission and other fees for entertainment or other activities which may use facilities situated upon the Common Area;

(b) suspend the voting rights and recreational facility use of an Owner for any period during which any assessments against that Owner's Lot remain unpaid;

(c) uspend the voting rights and recreational facility use of an Owner for a period not to exceed 60 days for each infraction of the Association's rules and regulations by such Owner, or by occupants, or visitors and guests of such Owner;deny registration to a renter of a Lot if any assessments against that Lot are 30 days delinquent;

(d) specify the number of guests of a Member that may use the Common Area at a given time;

(e) borrow money for the purpose of improving the Common Area (subject to the ratification of the Members as provided for in the Bylaws), and in aid thereof, to mortgage the Association's property, provided such mortgage shall be subordinate to the rights of the Owners in and to the Common area; and

(f) grant easements for construction and maintenance of utilities over, under, and across the Common Area, without the approval of the Members, and the Board is authorized to grant such additional licenses, easements, and rights of way for utilities and services as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, or for the health, safety, convenience, and welfare of the Owners.

Section 2.2 Temporary Transfer of Use of Common Area. Except as otherwise provided herein, an Owner may transfer the right of enjoyment to the Common Area to the Owner's tenants and lessees (collectively, the "Lessee"). If the Owner has transferred the Owner's right of enjoyment to the Common Area to the Owner's Lessee, the Owner shall not have the right of enjoyment of the Common Area during that leasing period for that Lot, unless otherwise provided by the Association. The Association shall also reasonably limit the use of Common Area by Owners of fractional interests in a Lot and holders of interests under other shared ownership arrangements to that period of time the individual is in residence on that Lot.

Renters and their visitors and guests and lessees shall be subject to the terms and provisions of the Articles, Bylaws, this Declaration, and Association rules and regulations.

Section 2.3 No Transfer of Use of Common Area. No visitor or guest may use the Common Area grounds when the Owner or renter is not in residence.

Section 2.4 Common Area Undivided. The Common Area shall remain undivided, and it shall at all times be owned by the Association.

Section 2.5 Restriction on Further Subdivision. No Lot shall be further subdivided or partitioned.

ARTICLE 3.
USE RESTRICTIONS

The use of each Lot is restricted as follows:

Section 3.1 Number and Type of Vehicles. Each Lot is restricted to the setting of one Park Model or parking one Recreational Vehicle on the parking area adjacent to the utility hook-ups. The parking of no more than two additional vehicles, each of which is used only for transportation and not for eating and sleeping, on the remaining parking area is permitted if not hanging over any setback. Class A and Class C motor homes are not considered vehicles for trnsportation under this Declaration unless the motor home is the only source of transportation and remains the only source of transportation.

Section 3.2 Permissible Additions. A Lot may contain:

(a) One patio enclosure (Arizona Room)

(b) One free-standing shed (or one designated shed area within an Arizona room) of no more than one hundred twenty (120) square feet or less than (80) square feet, as determined by exterior dimensions, constructed of vinyl or other RV Industry-approved siding, white or pastel in color, or a combination of white and pastel. A free-standing shed may have a ventilation fan, but air conditioning units will not be allowed. In the event a Park Model is added to a Lot, the exterior of any existing shed will be re-sided to match the exterior (including trim) of the Park Model.

(c) An awning attached to a Park Model provided it is not higher than the Park Model and does not encroach or overhang any setback, except as provided in Section 3.4

(d) A free-standing awning provided it is not higher than 16’ at its highest point and does not encroach or overhang any setback, except as provided in Section 3.4.

(e) A wall or planter box provided it does not exceed 32 inches in height on the Owner’s side (or at least on one side of any wall if shared construction). Walls developed as a Common Area by the Board are exempt from the 32-inch limitation.

(f) Tables, benches, chairs, grills, and other standard patio furniture. Major appliances (i.e., washer, dryer, standard refrigerator, stove, etc.), overstuffed interior furniture unless medically required, free-standing shelving, shelving cabinets (free-standing cabinets), and indoor carpeting are not allowed on patios, decks, or exterior Lot areas.

(g) Skirting, wheel sun shields, and fifth wheel trailer pins on a Recreational Vehicle, but such items shall be of such exterior material and design as that customarily used by recognized manufacturers of such vehicles.

Section 3.3 Approval. Prior to placing a Park Model, shed, awning, or other permanent improvement upon a Lot, approval must be obtained from Management that the Park Model, shed, awning, or other permanent improvement will be in conformance with this Declaration and the rules of the Association.

Section 3.4 Setback Restrictions. A Recreational Vehicle, Park Model, Arizona Room, awning, shed, or any other permitted structure must be located on a Lot in compliance with setback requirements and rules of the Board and the City of Mesa, and in no event, except as permitted in this Section 3.4 and in Section 3.28, shall any Recreational Vehicle, its slide-out, or any permanent structure encroach on or overhang any area designated in Section 5.2 of this Declaration as a Lot setback.

The only exceptions to this use restriction under Section 3.4 are:

(a) the eaves of an awning may overhang a setback by no more than one (1) foot (support columns must not be placed on a setback), and

(b) the eaves of a Park Model may overhang a setback by no more than one (1) foot.

Section 3.5 Guest Limitations. Guests of any age may visit overnight no longer than Twenty-one (21) days at a time and no more than a total of Forty-two (42) days in a one (1) year period. 2/04

Section 3.6 Fair Housing Act Compliance. In order to comply with the Federal Fair Housing Act (42 U.S.C. 3600-3620) (the “Act”) and the Regulations promulgated by the Department of Housing and Urban Development thereunder (the “Regulations”), the following restrictions apply to the Property:

(a) Age Restriction. Greenfield Village is a 55 Plus community resort. A Lot may be occupied by no more than two (2) residents with the single exception of a health care aide who may reside for as long as required and documented by medical authority. At least one resident of each Lot must be 55 years of age or older (the “Qualifying Resident”), no person under the age of 55 may reside on a Lot unless the Qualifying Resident is residing on the Lot, and no person under the age of 18 years shall be permitted to occupy a Lot except as a Guest (the “Age Restriction”).

(b) Tenants, Lessees, Owners. The Age Restrictions apply to all occupants, whether owners, residents, tenants, lessees, or otherwise, and regardless of whether such occupancy is a result of a written or verbal agreement, lease, installment sales agreement, purchase contract, or other agreement or arrangement.

(c) Advertising Requirements. All advertising or sales, rentals, or related material for Lots within Greenfield Village must include reference to Greenfield Village as a 55 Plus Community, and all agreements, leases or any other occupancy arrangements must disclose the existence of these policies and procedures.

(d) Age Restriction Exceptions. If a Qualifying Resident dies or terminates residency of a Lot as a result of illness, divorce, or legal separation, and if the remaining resident is not 55 years of age, so long as:

(i) at least 80% of the Lots in Greenfield Village have a Qualifying Resident; and

(ii) the remaining resident is at least 45 years old,

the remaining resident may continue to occupy the Lot without violation of the Age Restriction ruling. However, if the remaining resident is less than 45 years of age (but more than 18 years old), so long as at least 80% of the Lots in Greenfield Village have a Qualifying Resident, the Board shall have the right, if it reasonably determines that the lifestyle of the remaining resident is believed to be compatible with the mature lifestyle intended in Greenfield Village, to elect to allow the remaining resident to reside on the Lot without violation of the Age Restriction.

(e) Facilities and Service. Significant facilities and services specifically designed to meet the physical or social needs of older persons, as required by the Act and the Regulations, shall at all times be available to residents of Greenfield Village.

(f) Self-Certification. The Association shall take advantage of and comply with the requirements of any self-certification procedures provided for in the Regulations.

Section 3.7 Tents. No tents are allowed on the Property.

Section 3.8 Offensive Activities. No noxious, offensive, immoral, or illegal trade or activity may be done upon any Lot or in the Common Area, nor shall anything be done or allowed to occur within the Property which may be or become an annoyance or nuisance to the neighborhood, or detract from the appearance of the neighborhood. Each Lot, Park Model, and Recreational Vehicle shall be kept in a reasonably sanitary condition, free of offensive odors and insect infestation. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot or around a Park Model or Recreational Vehicle or adjacent to any Lot, and no odors or insect infestation shall be permitted to arise or escape therefrom, so as to render the Property on any such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or other Lots in the vicinity thereof or to occupants. No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any Lot. Nothing shall be done to or within a Lot, Park Model, or Recreational Vehicle which will increase the rate of insurance on the Common Area or other Lots.

Section 3.9 Business Activities. No Lot shall be used for business, professional, commercial, or institutional purposes which

(i) designates 111 South Greenfield as its primary mailing address,

(ii) has customers or others coming to the Lot,

(iii) has delivery of merchandise or supplies to or from the Lot, or

(iv) does packaging or warehousing of any kind. The restrictions do not apply to activities of the Association in furtherance of its powers and purposes or, subject to the approval of the Board, to services provided as a convenience to the membership.

Section 3.10 Signs. ~~Without the written approval of the Board, other than described in this Section, no signs Visible from Common Area shall be placed or kept on any Lot. The preceding sentence shall not apply to address signs in number, size, construction, appearance, and location complying with Association rules identifying individual Lots. The Owner shall place~~

~~on or about the Lot a sign as specified by the Association or numbers only identifying the Lot number of the Lot (or other address assigned to the Lot by the Association). Such sign numbers shall be visible to traffic passing in front of the Lot and shall conform to Association rules regulating such signs. Only one approved "For Sale", "For Lease", or "For Rent" sign may be displayed as prescribed by the Association~~. No signs shall be permitted on any Common Area without the prior written consent of the Board.

Arizona Revised Statutes now allow for the placement of signs on your property in Greenfield Village Resort. A summary of A.R.S. § 33-1808 provides:

A property owner may display a "For Sale," "For Lease," or "For Rent" sign on the Owner's Lot (not on the Common Area) in compliance with A.R.S. § 33-1808. Such sign shall be commercially produced, shall not exceed the industry-standard size of eighteen by twenty-four (18″ × 24″) inches, and may include one rider not exceeding six by twenty-four (6″ × 24″) inches. The Association may adopt reasonable rules consistent with applicable statutes and local ordinances regarding placement, orientation, and number of such signs, but shall not prohibit them, charge a fee, require a custom HOA-prescribed format or otherwise impose requirements more restrictive than allowed by law.

Political signs (including flags bearing political messaging as defined under A.R.S. § 33-1808), open house signs, and cautionary / safety signs (e.g. "Children Playing") shall be permitted on a Lot to the extent and during the periods authorized by statute and applicable local ordinance. The Association may regulate their placement, size, and manner of display by reasonable rules, so long as such rules are no more restrictive than permitted by A.R.S. § 33-1808 and applicable city, town, or county ordinances.

A copy of A.R.S. § 33-1808 can be obtained from the office of Greenfield Village.

Section 3.11 Solicitation. No door-to-door sales or other solicitation shall be permitted on the Property unless expressly permitted by the Association rules.

Section 3.12 Outside Lighting. Except for street lighting and Common Area lighting in existence on the date of this Declaration, no spotlights, floodlights, or similar-type high intensity lighting shall be placed or utilized upon any Lot which in any way allows light to be reflected on any other Lot, or on the improvements thereon, or upon the Common Area, or any part thereof, without the prior written authorization of the Board. Low intensity lighting which does not disturb the Owners or other occupants of the Property shall be allowed.

Section 3.13 Animals. No animal may be kept on any Lot or on the Common Area, except as set forth in the Section 3.13 or as otherwise authorized by law. One dog, or one cat, or one bird, or one such other animal as the Board may permit may be kept only on Lots located in the Pet Area (Lots 103 through 132 and 148 through 201) or in the designated fenced area (Pet Park) located in the Citrus Complex. All animals must be registered with the Association and proof of current vaccinations (rabies) must be on file in the office. Poultry, reptiles, and livestock are not permitted on the property. Animals must be transported, not walked, to and from the Pet Park in the Citrus Complex. 02/18

Section 3.14 Parking. All vehicles must be parked on Lots and in common areas in accordance with Association rules and regulations. In addition to any rules and regulations adopted by the Board, the following restrictions shall apply:

(a) No vehicles shall be parked on any street overnight, except for emergency vehicles and vehicles owned by the Association when necessary for Association purposes. Exception: loading and unloading permits may be obtained from Security, as defined in Association rules.

(b) Common Area parking spaces are exclusively for persons using the recreational facilities and are not to be used for repair or storage. Overnight parking will be with permit only.

Section 3.15 Windows. No reflective materials, including, but not limited to, aluminum foil, reflective screens, mirrors or similar type items, or newspapers and other material displaying print such as the backing on insulating board, etc., shall be permitted on any Park Model or Recreational Vehicle window so as to be Visible from Common Area (i.e., the street).

Section 3.16 Laundry Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any portion of the Property. No washing machines or dryers shall be kept or maintained on any Lot outside of the Park Model, RV, or approved structure. If approved by the Board and proper governmental permits are obtained, washers and dryers may be installed in a shed.

Section 3.17 Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

Section 3.18 Trash and Incidentals. Any equipment, boxes, storage, and other similar items shall be kept so as to conceal them from view of neighboring property and streets. Rubbish, trash, and garbage shall not be burned on any Lot or on the Property. It cannot be allowed to accumulate on any Lot or on the Property except in closed receptacles placed at the back of the Lot. No incinerators shall be permitted on the Property. No household trash will be dropped or placed in the Common Area except in designated trash collection facilities.

Section 3.19 Noisy Equipment. Except for emergencies, no equipment which gives off disturbing sounds or loud noises, including, but not limited to, radios, stereos, TVs, phonographs, lawn mowers, power hedge clippers, power chain saws, mopeds, motorcycles, and other similar noisy equipment, shall be operated on any part of the Property except in a reasonable and non-offensive manner. RV generators shall not be operated within the Resort.

Section 3.20 Rentals. Subject to the restrictions set forth herein, no portion of the Property, except the entire Lot, may be rented, and then only to a maximum of two adults (one of whom must be 55 years of age or older) for residential purposes, and pursuant to a written agreement. All such agreements shall contain a provision in which the tenant agrees to submit to the terms and conditions of this Declaration, including the Age Restrictions, the Articles, the Bylaws, and the rules and regulations adopted by the Board as though such tenant were the Owner. Each Owner shall cause the tenant, or any guests of the tenant, to comply with this Declaration, the Articles, the Bylaws, and the rules and regulations adopted by the Board as though such tenant were the owner.

Long-Term and Short-Term leases of a Lot (including any Park Model, Arizona Room or Recreational Vehicle situated on said Lot) are prohibited. For purposes of this Section:

"Long-Term Lease" is defined as any lease with a term, including any renewal terms, to the same occupants, of more than Two Hundred and Seventy (270) days within a Three Hundred and Sixty-five (365) day period. Any Lot Owner ~~who~~ owned a Lot on February 13, 2019, may continue to engage in Long-Term Leases for ~~–~~that Lot until such Lot is conveyed to a subsequent Owner. Upon such conveyance, the Long-Term Lease restriction will apply to ~~the~~ new Owner.

"Short-Term Lease" is defined as any lease with a term shorter than Twenty-eight (28) days but shall exclude any such lease approved by the General Manager, as directed by the Board, prior to commencement of the term. Any Lot Owner actively and lawfully engaged in Short-Term Leases for that Lot on the date the Declaration was amended to include this prohibition on Short-Term Leases may continue to do so until such Owner no longer owns the Lot. Thereafter, the prohibition on Short-Term Leases set forth herein shall apply to such Lot.

Each Owner shall cause the tenant, or any guests of the tenant, to comply with this Declaration, the Articles, the Bylaws, and the rules and regulations adopted by the Board, and the Owner shall be responsible and liable for all violations and losses caused by the Owner's tenants and guests, notwithstanding the fact that the tenant~~s~~ and guests of the Lot are also fully liable for the violations. No tenant shall have the right to sublease any Lot.

Any breach of this Declaration by a tenant or any guests of a tenant or any falsification of registration information by a tenant shall entitle the Board to initiate all available action in the name of the Association or in the name of the Owner, or both, to enforce this Declaration, the Bylaws, Association rules and regulations, and the rental agreement, including the termination of the rental agreement, and shall entitle the Board to be awarded exclusive possession of the Lot with respect to the Lessee.

The Association's costs in so doing, including, but not limited to, reasonable attorneys' fees, together with interest as provided in Article 6, shall be reimbursed by the Owner to the Association and shall constitute a lien on the applicable Lot which may be enforced in the manner described in Article 6.

The Board shall also have the power to suspend the right of the tenant, occupant, or person living with the tenant to use the recreational facilities on the Common Area for any violation by the tenant, occupant, or person living with the tenant, of any duty imposed under this Declaration, the Articles, the Bylaws, or the rules and regulations adopted by the Board. No suspension of the right of a tenant, occupant, or person living with the tenant to use the recreational facilities on the Common Area may be for a period longer than 60 days for each violation (except that the foregoing limitation shall not affect or prevent termination of the applicable rental agreement if permitted by the terms of the rental agreement or otherwise by applicable law).

The provisions of this Section 3.20 shall not apply to rental of the Common Area by the Association.

Except as expressly amended by this Amendment, the Declaration shall remain unchanged and in full force and effect. 2/19/21

Section 3.21 Obstruction of Common Area There shall be no obstruction of the Common area, nor shall anything be left or stored in the Common Area except by the Association.

Section 3.22 Grandfathered Conditions. Any Owner who has placed a Park Model or Recreational Vehicle or constructed an Arizona Room, deck, awning, shed, masonry, stub walls, or added landscaping that is not in violation of the 1984 CC&Rs and amendments thereto through July 11, 1990, or any Owner who has an approved building plan or other written authorization currently on record, for any Lot prior to the date of ratification of this Declaration, shall not be in violation of this Declaration, or any rules, regulations, or guidelines adopted by the Board pursuant to this Declaration. Any Owner who has violated the 1984 CC&Rs and amendments or rules, without written approval on record, is not exempt from future filing or any currently filed Association "Written Notice of Violation" (see also Section 9.1 and Section 10.5). Any replacement or change of the Park Model, Recreational Vehicle, Add-on (AZ) room, deck, awning, shed, masonry, stub walls, or landscaping shall require conforming to this Declaration and all rules and regulations in effect at the time of replacement or change.

Section 3.23 Exterior Ventilation Fans, Solar Energy Devices (SED), and Evaporative Coolers.

(a) No owner shall cause or permit any ventilation fan to be added to the roof of a Park Model. This regulation does not pertain to an original manufacturer installation. A powered or wind turbine exhaust fan may be installed on the roof or wall of a shed on an open Lot or installed on that portion of the roof or wall which is specifically part of a designated (i.e., separate and walled) shed area of an Arizona Room.

(b) Solar Energy Devices are allowed. The Board shall adopt rules and regulations governing the installation of Solar Energy Devices. 2/11

(c) No evaporative cooler may be placed on any roof or wall. Ground-mounted evaporative coolers shall not be installed on any Lot after acceptance of this Declaration.

Section 3.24 Laundry and Rubbish in Common Area. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris, and other unsightly materials.

Section 3.25 Alterations of Common Area. Nothing shall be altered or constructed in or removed from the Common Area that significantly changes the nature and purposes to which the Common Area is dedicated without the consent of the Association.

Section 3.26 Propane Tanks. Only propane tanks utilized in connection with barbecue grills and Recreational Vehicles shall be permitted on any Lot. The use and storage of propane tanks must be in compliance with all governmental laws and ordinances and Association rules and regulations.

Section 3.27 Satellite Dishes. The Board shall adopt rules and regulations governing the installation of television antennas and satellite dishes.

Section 3.28 Length of Recreational Vehicles. The length of a Recreational Vehicle must not exceed the useable area permitted on any Lot, i.e., shall not overhang a setback area. Most Greenfield Village Lots will not accommodate a Recreational Vehicle greater in length than 38 feet. The length of a Recreational Vehicle shall be determined by full external measurement of the unit (excluding the tongue of a pull trailer) and not by manufacturer's

specified length. Recreational Vehicles less than 21 feet in length (excluding the tongue of a pull trailer) are prohibited.

If a Recreational Vehicle remains on the Lot more than a year or is permanently set on the Lot (thereby no longer considered mobile), it must conform to the same CC&R restrictions applied to a Park Model, and there shall be no hanging over any setback. 2/11

ARTICLE 4.
THE ASSOCIATION

Section 4.1 Purpose. The Greenfield Village RV Resort Association, Inc. is a nonprofit corporation organized under the laws of the State of Arizona. The Association owns the Common Area and will (1) take appropriate action to manage, maintain, repair, replace, improve, and insure the Common Area and the recreational facilities and improvements located thereon; (2) perform related activities; (3) perform all other functions and duties assigned to the Association by this Declaration, all in accordance with this Declaration, the Articles, and the Bylaws; and (4) be responsible for providing such educational, recreational, and social programs as the Board may determine. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which will be consistent with this Declaration. Unless it is specifically otherwise stated in this Declaration, the Articles, or the Bylaws that an action is required to be taken by the Association as a whole with members voting thereon, the Board will have the power to take all actions on behalf of the Association within the limits of the budget. The Board may enter into a contract with a manager or management agency for the performance of the matters required by this Declaration, the Articles, or the Bylaws, and the Board shall compensate the manager or management agency. The powers, rights, and duties of the Association will be those set forth in this Declaration and as may be adopted in the Articles and Bylaws not inconsistent with this Declaration.

Section 4.2 Membership. Every Owner of a Lot shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of a Lot, and ownership of a Lot shall be the sole qualification for membership. Tenants and persons or parties who hold an interest in a Lot merely as security for the performance of an obligation shall not be Members. Membership shall be noted and transferred upon the books of the Association. No membership certificate or shares of stock need be issued. A membership in the Association shall not be sold, assigned, transferred, pledged, hypothecated, or alienated in any way except upon the transfer, pledge, hypothecation, or alienation of such Lot, and then only to such purchaser, or encumbrancer, or by intestate succession, testamentary disposition, foreclosure of mortgage, sale under a deed of trust, or other legal process. An encumbrance or lien upon a Lot shall similarly be deemed an encumbrance or lien upon the membership appurtenant to that Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

Section 4.3 Membership Records and Voting. The record Owner or Owners of a Lot shall be entitled to one membership in the Association and shall be entitled to one (1) vote for each Lot owned. In the event a Lot is owned by two or more persons, the membership as to each such Lot shall be joint. In the event of the receipt of conflicting votes, no vote for such Lot shall be accepted by the Association. Membership shall be evidenced by an official list of Members kept by or caused to be kept by the Secretary of the Association.

Section 4.4 Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of 30 days, or shall be in default of the performance of any of the terms of this Declaration for a period of 30 days, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults cured..

ARTICLE 5.
EASEMENTS

Section 5.1 Right of Inspection. During reasonable hours, the Association and its agents shall have the right to enter upon, inspect, and photograph any portion of the Property, including any Lot (except for the interior of any Recreational Vehicle, Park Model, shed, or patio enclosure (Arizona Room)), for the purposes of ascertaining whether the provisions of this Declaration have been or are being violated and exercising the Association's rights hereunder.

Section 5.2 Lot Setbacks. Each Lot shall be subject to a setback of seven (7) feet on the front side of the Lot; a setback of five (5) feet on the RV utilities side of the Lot and three (3) feet on the driveway side of Lots 1 through 132, 148 through 351, and 374 through 659; a setback of five (5) feet on both the RV utilities side and the driveway side of Lots 660 through 830; a setback of five (5) feet at the rear of all interior Lots; and a setback of ten (10) feet at the rear of all exterior perimeter Lots.

Section 5.3 Utility Easements. There is hereby created, in addition to such other utility or other easements as may now or hereafter exist, an easement upon, across, over, and under the front seven (7) feet, on both sides three (3) feet, and the rear five (5) feet of each Lot for ingress, egress, installation, replacing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for a utility or service company to install and maintain facilities and equipment on the Property and to affix and maintain wires, circuits, and conduits on, in, and under the Property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said Property except as approved by the Board.

Section 5.4 Drainage Easement. There is hereby created, in favor of the Association, a blanket easement for drainage of surface or groundwater on, over, and across the Property.

Section 5.5 Easement for Encroachments. There are hereby created blanket easements across each Lot for encroachments, overhangs, and overlaps of plants, landscaping, buildings, structures, and improvements located from time to time on the Common Area.

Section 5.6 Entry to Install and Maintain Landscaping and Signage. The Association shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass, and plantings on any property within the Property other than on a Lot. No Owner shall remove, alter, injure, or interfere in any way with any signage (including street names, posts, stop signs, or similar signs), shrubs, trees, grass, or plantings placed upon any such property by the Association without the written consent of the Board having first been obtained.

ARTICLE 6
ASSESSMENTS

Section 6.1 Covenant for Maintenance Assessment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it is expressed in such deed, is deemed to covenant and agree, for the Owner and the Owner's heirs, personal representatives, successors, and assigns, that each and every Lot within the Property shall be subject to an assessment which the Owner of each Lot agrees to pay to the Association. Each Lot's assessment shall consist of:

(a) a *pro rata* share of the general assessment as set forth in Section 6.4 of this Article 6; and

(b) a *pro rata* share of the special assessment as set forth in Section 6.5 of this Article 6; and

(c) any indiviual assessments applicable to the Lot pursuant to Section 6.7 of this Article 6 or other provisions of this Declaration.

The *pro rata* share of each Lot shall be a fraction which shall have 1 as the numerator, and the total number of Lots within the Property according to the Plat existing at the time of making any given assessment as the denominator.

Section 6.2 Commencement Date and Collection. The Association shall fix the amount of each Lot's general assessment on an annual basis and at least 30 days in advance of each annual assessment period. The assessment shall be paid in advance and may be paid on a quarterly or annual basis. Written notice of the annual assessment, the due dates for quarterly payments, and the address for remittance shall be sent to the Owner. The Association shall, upon request and for a reasonable clerical charge, furnish a statement setting forth whether the assessments on the Lot have been paid and the current status of the assessments against the Lot.

Section 6.3 Creation of Lien and Personal Obligation. Each Lot's assessment, together with expenses, interest, costs, monetary penalties, and reasonable attorney's fees incurred in the collection thereof, shall be a continuing lien against the Lot. The Association is hereby authorized to record a notice of lien in the office of the County Recorder of Maricopa County, Arizona, for any unpaid assessment. Each assessment, together with interest, costs, and reasonable attorney's fees incurred in the collection thereof, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. An Owner's personal obligation for delinquent assessments shall pass to his successors in title. No Owner may exempt himself or his Lot from these assessments by waiving his rights to use and enjoy the Common Area by nonuse, by abandonment of his Lot, or otherwise.

Section 6.4 General Assessments. No later than the annual meeting each year, the Board shall recommend a budgets and general assessments against all Lots based on amounts required to provide for:

(a) Operating Expenses. Expenses estimated to be incurred by the Association during the following fiscal year in connection with the duties and services the Association is required to perform under the terms of this Declaration, the Articles, and the Bylaws, or which the Association deems appropriate in order to carry out the purposes of the

Association. Such budget shall include, but shall not be limited to, taxes and assessments against the Common Area, insurance premiums, utility bills, routine repair and maintenance costs, administration and management costs, and a reasonable provision for contingencies.

(b) Replacement and Repair Reserve Fund. An estimate of funding required to maintain a reserve fund to provide for the periodic replacement and repair of improvements to the Common Area. Replacement and repair reserve funds shall be placed in a segregated account or accounts, and these funds shall not be used for any purpose other than the replacement and repair of improvements to the Common Area.

The budget and associated general assessments must be ratified by the members in accordance with the Bylaws.

Section 6.5 Special Assessments. In addition to the general assessments authorized in Section 6.4 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of specific items on the Common Area, including related fixtures and personal property, provided that any such special assessment shall be ratified by the Members in accordance with the Bylaws. Special assessment funds shall be placed in a segregated account or accounts, and funds so designated shall not be used for any other purpose unless approval for such use is obtained by a vote of the Members.

Section 6.6 Uniform Rate of Assessment. Both general assessments (Section 6.4) and special assessments (Section 6.5) shall be fixed at a uniform rate for all Lots.

Section 6.7 Individual Assessment for Maintenance and Restoration of Owner's Lot.

(a) If the Owner of a Lot fails to maintain his Lot in a first-class condition as generally accepted in a "Premier" resort, and generally in a manner satisfactory to the Board as set forth in the rules and regulations of the Association, the Association, through its agents, employees, and/or independent contractors, shall have the right, but not the obligation, and each Owner expressly grants and assigns the Association the right (subject to prior notice as hereafter set forth), to enter upon such Owner's Lot and to repair, maintain, rehabilitate, and restore the Lot yard, patio, awning, shed, utility cables and connections, and the exterior of any Park Model or Recreational Vehicle located on the Lot, to the condition deemed satisfactory to the Board. The cost thereof shall be charged against and collected from the Owner of the Lot, and the amount thereof to be paid by the Owner within 30 days from the date of an invoice sent to the Owner, and, further, this amount shall be secured by and shall be subject to all provisions regarding the assessment lien as provided in this Article 6.

(b) Prior to exercising the right of restoration, the Association shall give written notice to the Owner of the Lot specifying the necessary repairs, maintenance, rehabilitation, or restoration to be undertaken and granting the Owner 30 days to accomplish the same. If, at the end of the 30-day period, the work required to be performed has not been completed, or has been completed in a manner unsatisfactory to the Board, or if, in the opinion of the Board, sufficient action has not been taken to effect same, then the Association shall have the right, as above set forth, to make such repairs, maintenance, rehabilitation, or restoration.

Section 6.8 Monetary Penalties. The Board shall enforce the provisions of this Declaration and all Association rules and regulations and may impose reasonable monetary penalties for violations. Such monetary penalties shall not be finally imposed until the Lot Owner against whom such monetary penalty has been assessed has been given notice of such imposition and an opportunity to be heard.

Section 6.9 Individual Assessments for Non-Payment of Monetary Penalties. In the event an Owner, guest, tenant, or tenant's guests has not paid any monetary penalty levied by the Board after thirty (30) days, such monetary penalty shall be added to the Lot Owner's assessment.

Section 6.10 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or minimum fixed rate charge established by the Association. In accordance with A.R.S. 33-1807, the Association's lien may be foreclosed only if the Owner has been delinquent in payment for at least eighteen (18) months, or the delinquent amount is $10,000 or more, whichever occurs first; provided, however, that for any special assessment with an initial value of $10,000 or more, only the eighteen-month delinquency threshold shall apply. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the Association's lien against the Owner's lot in the same manner provided by law for the foreclosure of realty mortgages or materialmen's liens and in any such action the Association shall recover its reasonable attorney's fees, costs, and interest, all of which shall be included in any judgment obtained by the Association. These remedies are cumulative and not exclusive. The Association may use any and all other remedies available at law or in equity.

Section 6.11 Subordination of the Lien to Mortgage. The lien of the assessments provided for in this Declaration at all times shall be subordinate to the lien of any first mortgage or deed of trust on the Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, trustee's sale under deed of trust, or any proceeding in lieu thereof, shall extinguish the lien as to any assessments which became due prior to such sale or transfer, but the prior assessment shall nevertheless continue as the personal obligation of the prior defaulting Owner. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE 7.
MAINTENANCE

Section 7.1 Maintenance of Common Area. The Association shall have the obligation to maintain, repair, and replace the Common Area and all landscaping, recreational facilities, and other improvements located in or on the Common Area, andthe costs of such shall be part of the general assessments (Section 6.4) subject, however, to Section 7.3 of this Article 7.

In addition, the Board shall have the right to adopt reasonable rules and regulations concerning the landscaping, exterior of unit and yard decorations, color schemes, and other related matters affecting the outside appearance of each Lot, as well as the Property as a whole, and the Owners shall be bound thereby.

Section 7.2 Owner's Damages to Common Area. In the event that the need for any maintenance or repairs of the Common Area is caused through the willful or negligent act or omission of an Owner, his family, guests, visitors, or tenants, the costs of such maintenance or repairs incurred by the Association shall become an assessment against that Owner's Lot.

Section 7.3 Owner's Responsibility for Maintenance. Except as set forth herein, pest and weed control, and landscape maintenance including all trees on the Lot, shall be the responsibility of the Owner. Notwithstanding the foregoing, the Association shall be responsible for maintenance of Mexican palm, California palm and hybrids of said species of palm trees located on the Lots (collectively, the palm trees). The Association shall determine, in its discretion, the appropriate maintenance of the palm trees. Such maintenance may include trimming and periodic skinning as necessary to preserve the health and appearance of the palm trees and to avoid potential safety issues. Each Owner is responsible for the utilities on the Owner's Lot, except for those utilities owned by the Association or other authorized supplier. The Owner shall repair all damaged utility hookups. Repairs to utilities shall be made only in accordance with the reasonable rules of the Board. Should it be determined that any item in this Section 7.3 is being neglected, the Association may cause the neglect to be corrected. The expense of such corrective action shall be enforceable as an assessment pursuant to this Declaration. 2/19

ARTICLE 8.
INSURANCE AND FIDELITY BONDS; CASUALTY LOSSES

Section 8.1 Insurance to be Obtained by the Association.

(a) Hazard Insurance. The Board shall obtain and maintain at all times insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, casualties, and risks embraced within the coverage of the standard "extended coverage" policy available from time to time in the State of Arizona, against all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement, and against loss or damage due to vandalism and malicious mischief. Said insurance shall be in an amount equal to 100% of the current replacement cost, from time to time, of all such insurable improvements (excluding land, foundations, excavations, and other items usually excluded from such insurance coverage). The policy or policies providing such insurance shall also contain (if available at no additional cost or at such additional cost as may be determined to be reasonable by the Board) the following endorsements (or their equivalents):

(i) "agreed amount" and "inflation protection" endorsement;

(ii) "increased cost of construction" endorsement;

(iii) "contingent liability from operation of buildinglaws and codes" endorsement;

(iv) "demolition cost" endorsement;

(v) a "steam boiler coverage" endorsement providing not less than $50,000 coverage for each accident at each location; and

(vi) a “severability of interest” endorsement which shall preclude the insurer from denying a claim of an Owner because of the negligent acts of the Association or other Owners.

(b) Liability Insurance.The Board shall obtain and maintain at all times a comprehensive public liability policy covering the Association for all damage or injury caused by the negligence of the Association or any of its agents, and, at the Board’s discretion, and if reasonably available, directors’ and officers’ liability insurance. The comprehensive public liability policy shall provide coverage of not less than Five Million Dollars ($5,000,000) for bodily injury and property damage for any single occurrence.

(c) Flood Insurance. At present no part of the Property is in a “special flood hazard area”. In the event any part of the Property in the future is in a “special flood hazard area”, as defined by the Federal Emergency Management Agency (or its successors), the Board shall obtain (and maintain at all times during which any part of the Common Area is in such a “special flood hazard area”) a “master” or “blanket” policy of flood insurance covering all insurable improvements on the Common Area and covering any personal property owned from time to time by the Association (to the extent such personal property is normally covered by the standard flood insurance policy). The flood insurance shall be equal to not less than the lesser of

(i) 100% of the current replacement cost, from time to time, of all such insurable improvements (and insurable personal property owned by the Association) located in the “special flood hazard area”, or

(ii) the maximum coverage available for such insurable improvements and insurable personal property under the National Flood Insurance Program.

(d) General Provisions Governing Insurance. The insurance required to be obtained under Subsections 8.1(a), 8.1(b), and 8.1(c) shall be written in the name of the Association and shall be governed by the provisions hereafter set forth:

(i) All policies shall be written with one or more companies authorized to provide such insurance in the State of Arizona.

(ii) Exclusive authority to adjust losses under policies in force on Property owned by the Association shall be vested in the Board.

(iii) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(iv) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Board or the Owners and their respective tenants, servants, agents, and guests (if securing same will impose on the Association no additional cost or only such additional reasonable cost as the Board may determine).

(v) Each policy providing such insurance coverage shall require the applicable insurer to give not less than ten (10) days written notice to the Association, and to each holder of a mortgage which shall have given such insurer written notice of such holder’s interest in the Property (which notice must include the name and address of such holder), of any cancellation or material modification of the policy.

(e) Fidelity Bonds. The Board shall obtain and maintain at all times adequate fidelity bond coverage to protect against dishonest acts on the part of officers, directors, and employees of the Association and all others who handle, or are responsible for handling, funds held or administered by the Association, whether or not such officers, directors, employees, or others receive compensation for services they render to or on behalf of the Association. Any independent management agent which handles funds for the Association shall also obtain (and pay for) such fidelity bond coverage with respect to its own activities (and those of its directors, officers, and employees, whether or not such directors, officers, or employees receive compensation for services rendered). The fidelity bonds

(i) shall name the Association as obligee,

(ii) shall be issued by one or more companies authorized to issue such bonds in the State of Arizona, and

(iii) shall be in an amount sufficient to cover the maximum total funds reasonably expected by the Association to be in the custody of the Association or such agent at any time while such bond is in force, but in no event shall the amount of such fidelity bond coverage be less than the sum of three (3) months' general assessments on all Lots, plus the total of funds held in the Association's reserves.

Each such fidelity bond shall provide that the issuer shall provide not less than ten (10) days written notice to the Association before the bond may be canceled or substantially modified for any reason.

(f) Cost of Insurance. All premiums for the insurance or bonds required to be obtained by the Board by this Section 8.1 shall be an expense of the Association (except that, as provided in Subsection 8.1(e) above, the cost of the fidelity bond required to be furnished by any independent management agent shall be paid by such agent).

Section 8.2 Insurance to be Obtained by the Lot Owners.

(a) Public Liability Insurance is required and shall be the individual responsibility of each Owner to provide, at the Owner's sole expense, comprehensive public liability insurance against loss or liability for damages which might result from the ownership, use, or occupancy of such Owner's Lot, Park Model or Recreational Vehicle, and any other improvements situated upon the Owner's Lot. The Association reserves the right to demand proof by the Owner that such insurance is provided.

(b) Other Insurance. It shall be the individual responsibility of each Owner to provide, as such Owner sees fit and at such Owner's sole expense, fire, liability, flood, theft, and any other insurance covering the Owner's ParkModel or Recreational Vehicle, shed, or other permitted property, and personal property within the Owner's Recreational Vehicle or shed.

Section 8.3 Casualty Loss.

(a) Damage and Destruction

(i) Immediately after any damage or destruction by fire or other casualty to all or any part of the Property required to be insured by the Association under Section 8.1, the Board or its duly authorized agent shall (a) proceed with the filing and

adjustment of all claims arising under such insurance, (b) obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property, and (c) upon receipt of the proceeds of such insurance and except as is otherwise provided herein, use such proceeds to repair or reconstruct the damaged or destroyed Property. Repair or reconstruction, as used in Article 8, means repairing or restoring the Property in question to substantially the same condition as that in which it existed prior to the fire or other casualty (or where applicable, replacing the damaged or destroyed Property with Property substantially similar to the damaged or destroyed Property as it existed prior to such damage or destruction).

(ii) Any major damage or destruction to the Property shall be repaired or reconstructed unless, at a special meeting of the Members of the Association duly noticed and convened within sixty (60) days after the occurrence of the damage or destruction, the Members determine, by a vote of not less than seventy five percent (75%) of all votes represented at such meeting, not to so repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within the 60-day period, then the period shall be extended until such information shall be made or becomes available, provided, however, that such extension shall not exceed an additional 60 days. No mortgagee (except for one holding a mortgage executed and delivered by the Association upon any portion of the Common Area) shall have the right to participate in the determination of whether any Common Area damage or destruction shall be repaired or reconstructed. The Board shall determine whether any minor damage or destruction to the Common Area should be repaired or reconstructed. 2/11

(iii) In the event that it is determined by the Association in the manner described above that the damage or destruction of any part of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, such property shall be maintained by the Association in a neat and attractive condition as an undeveloped portion of the Common Area.

(b) Deficiency or Excess of Proceeds. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and the proceeds are not sufficient to defray the cost thereof, the Board shall call a special meeting of the Members to explain the deficiency and proposed course of action. Any assessments levied to make up the deficiency must be ratified by the Members as provided for in the Bylaws. If the funds available from insurance exceed the cost of repair, such excess shall be used to meet the expenses of the Association.

ARTICLE 9.
NOTICE OF VIOLATION

Section 9.1 Recorded Notice. The Association shall have the right to record a written notice of a violation by any Owner of any restriction or provision of this Declaration or the Association rules. The notice shall be executed and acknowledged by any officer, the general

manager, or other duly authorized designee of the Association and shall contain substantially the following information:

(a) The name of the Owner.

(b) The legal description and street address of the Lot against which the notice is being recorded.

(c) A statement that the notice is being recorded by the Association pursuant to this Declaration.

(d) A statement of the specific steps which must be taken by the Owner to comply with this Declaration or the applicable rule, including a statement of fines or other amounts owing if such apply.

Recordation of this notice shall serve as a notice to the Owner and to any subsequent purchaser of the Lot that there is a violation of the provisions of this Declaration or the Association rules. A copy of the notice of violation shall also be mailed or personally delivered to the Owner. The Association may charge any Owner a reasonable fee as and for its costs incurred in investigating the violation, preparing the notice, obtaining legal advice in connection therewith, and recording and other fees. Neither the Association, the Board, the officers, or agents thereof shall be liable to any Owner or prospective or subsequent Owner for the failure to record any notice or for the recording of such notice if the recording was made or done based upon a good-faith belief that the same was in the best interest of the Association. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist, or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description, street address and Lot number against which the notice of violation was recorded and the recording data identifying the Docket and page where the notice of violation was recorded, and shall state that the violation referred to in the notice of violation has been cured, or, if such be the case, that it did not exist.

ARTICLE 10 ARCHITECTURAL STANDARDS; ARCHITECTURAL/LANDSCAPING PROCESSING COMMITTEE

Section 10.1 Appointment of Architectural/Landscaping Processing Committee. All Property which is now or hereafter subjected to this Declaration shall be subject to architectural, aesthetic, and environmental review as provided herein. This review shall be in accordance with this Article and such standards as may be promulgated by the Board or the Architectural/Landscaping Processing Committee (A/LPC), as applicable. The Board shall have the authority and standing on behalf of the Association to enforce in any court of competent jurisdiction its decisions, the decisions of the A/LPC, and any of the other provisions of this Declaration. The Board shall appoint the members of the A/LPC. The A/LPC shall have such number of members (but not less than three (3)) as the Board may appoint.

Section 10.2 Promulgation of Standards. The Board shall promulgate architectural, landscaping, aesthetic, and environmental standards for the Property and shall make the same available to all Owners. The A/LPC shall promulgate procedures for submitting plans to the A/LPC for approval and for applying for Variances from the A/LPC's standards and shall make the same available to all Owners.

Section 10.3 Submission and Review of Plans. No original construction, modification, alteration, or addition shall be commenced until it has been approved or is deemed approved by the A/LPC as provided herein. Any Owner seeking to construct any new improvements or to make any modification, alteration, or addition to any existing improvement upon any portion of the Property subject to this Article (or to cause same to be constructed or made) shall first submit to the A/LPC detailed plans and specifications relating to the proposed construction and/or landscaping. The A/LPC shall have thirty (30) days after submission of such plans and specifications to approve or disapprove of the proposed construction, modification, alteration, or addition or to request additional information, and, if the A/LPC disapproves, to give such Owner reasonably detailed written reasons for such disapproval. In the event the A/LPC fails either to approve or disapprove the proposed construction (or to request additional information) within said thirty (30) day period, such proposed construction shall be deemed approved.

Section 10.4 Changes to Interiors. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Recreational Vehicle or Park Model or to paint the interior of his or her Recreational Vehicle or Park Model any color desired, except to the extent such remodeling or painting is visible from outside the Recreational Vehicle or Park Model, or affects the exterior appearance of such Recreational Vehicle or Park Model.

Section 10.5 General. No approval by the A/LPC of any proposed construction, modification, addition, or alteration shall be deemed to replace or be substituted for any building permit or similar approval required by an applicable governmental authority, nor shall any such approval be deemed to make the A/LPC liable or responsible for any damage or injury resulting or arising from any such construction, modification, addition, or alteration.

ARTICLE 11.
GENERAL PROVISIONS

Section 11.1 Professional Management. Notwithstanding any other provisions herein to the contrary, the Board shall be required to either (a) retain the services of a professional management company, or (b) employ a General Manager to assist the Association in discharging its duties hereunder. No contract with a professional management company and no employment agreement with a General Manager shall exceed one year in length. Any such contract or working agreement with the General Manager may be terminated by a 2/3 vote of the entire Board, or by a majority vote of all Members of the Association.

Section 11.2 Enforcement. This Declaration shall be enforced by the Association through its Board (which shall have the right and duty to enforce this Declaration and to expend Association funds for this purpose), and may be enforced by any Owner of any Lot within the Property, and any holder of any encumbrance upon or security interest in any portion of the Property. Violation of any one or more of the provisions of this Declaration may be restrained or enforced in any court of competent jurisdiction and/or damages may be awarded against any such violator. Breach of any one or more of these covenants shall not affect the lien of any mortgage, deed of trust, lien, or security interest now or hereafter of record, but this Declaration may be enforced by injunctive relief or otherwise against a security holder, a mortgagee, or beneficiary of a deed of trust, as well as against any title Owner. Nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

Section 11.3 Attorney's Fees. If the Association, or any other party bound by this Declaration, commences an action arising out of or in connection with this Declaration, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

Section 11.4 Waiver. The failure of the Association or an Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.5 Severability. The invalidity of any one of the provisions of this Declaration by judgment or court shall not invalidate any other provision.

Section 11.6 Terms and Amendment. The provisions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended at any time with the approval of Owners of the Property holding sixty percent (60%) of the eligible votes cast by ballot at a duly convened meeting of the membership at which such amendment is proposed. 2/16

Section 11.7 Captions. All captions, titles, and headings of the Articles and Sections in this Declaration and the Table of Contents shall have no effect on the interpretation of this Declaration.

Section 11.8 Singular and Plural. When required by the context of this Declaration, the singular shall include the plural.

Section 11.9 Authority of Association to Act; Power of Attorney. Wherever the Association is granted rights, privileges, or duties in this Declaration, the Board shall have the authority to act for the Association in accordance with the Articles and the Bylaws. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or Bylaws, and every other right or privilege which is reasonable to imply from the existence of any right or privilege given to the Association in this Declaration or reasonably necessary to effectuate any such right or privilege. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do any act including, but not limited to, action or acts in connection with the Common Area, the Owners and each of them hereby constitute and appoint the Board as their attorney-in-fact for the purposes of taking such action or doing such acts including, but not limited to, executing, acknowledging, and delivering any instruments or documents necessary, appropriate, or helpful for such purposes. This power of attorney is irrevocable and is coupled with an interest, and, by accepting a deed to a Lot, each Owner is deemed to have ratified and expressly granted this power of attorney to the Board.

Section 11.10 Inspection. During reasonable hours, the Association and its authorized representatives shall have the right to enter upon, inspect, or photograph any Lot or structure, though not the interior of a Park Model, Recreational Vehicle, or structure, to see if the provisions of this Declaration, the Articles, and the Bylaws are being complied with, and for other proper purposes of the Association.

Section 11.11 Notices. Notices required to be given to Owners by this Declaration, the Articles, and the Bylaws shall be deemed given when delivered personally or deposited in the United States mail, postage prepaid, addressed to the address of the Lot owned by such Owner within the Property, or to such other address as the Association shall have noted on its books pursuant to the written request of an Owner.

Section 11.12 Equal Treatment of Owners. This Declaration shall be applied and enforced against all Owners in a similar fashion and without discrimination.

SIGNATURES AND NOTARIZATION

IN WITNESS WHEREOF, the undersigned has signed this Declaration as of the date first written above.

GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC.

By _____ President
Robert Scott

By _____ Secretary
Glenn Holman

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of February, 1997, by Robert B. Scott, President, and Glenn E. Holman, Secretary, of GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC., an Arizona nonprofit corporation, on behalf of such corporation..

"OFFICIAL SEAL"
Linda L. Westcott
Notary Public-Arizona
Maricopa County
My Commission Expires 12/8/2000

Notary Public

My commission expires:

December 8, 2000

EXPLANATORY NOTES FOR MEMBERS

During 2022 and 2023, the then-current CC&Rs were thoroughly reviewed, the purpose to assure long-standing Sections were in line with current Arizona Statutes and approved Administrative and Board actions. During the same period, the Arizona Supreme Court held that the process of amending HOA governing documents would, henceforth, fall under stringent restrictions. Until the Court publishes further guidelines for amending HOA governing documents, or further Court rulings amend the current restrictions, Greenfield Village Board of Directors approved following the path of correcting typographical errors and providing the following summary of Sections which vary from Statute wording or Board/Administration policy and would require Member approval through Ballot action to change.

The Board will distribute the CC&Rs with this Explanatory Notes to the membership and continue to offer suggested amendments to the Members for approval when deemed necessary.

Members are urged to refer to document Administration Rules to learn further of Statute up-dates and governance changes affecting several Sections in CC&Rs document.

RECITALS

Exhibit A, referred to as 'attached', was not filed with original CC&Rs. Since this document cites the property constituting the Resort, and since the CC&Rs sufficiently spell out that property, this phrase remains in the document until such time as it can be amended.

ARTICLE 1
DEFINITIONS.

Section 1.7 Declaration. The phrase …OF THE GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC…. was inserted as correction of a typographical error; the paragraph is now consistent with previous Sections 1.2 – 1.5, and 1.9. The phrase ,,, and recorded in the office of the Recorder of Maricopa County, Arizona. states a process no longer necessary. Future amendment could remove this phrase.

Section 1.15 Recreational Vehicle. The RV industry now manufactures a B-1 trailer model which conforms with the particulars of this Section and of Section 3.1. Future amendments could include this Class in Sections 1.15 and 3.1.

Section 1.17 Visitors and Guests. Visitors and guests are now defined in the Administration Rules and the Resident Reference documents, replacements for Guidelines for Resort Living.

ARTICLE 3
USE RESTRICTIONS.

Section 3.3 Approval. Amendment to this Section would title the Section as Approval and Permit, and the paragraph would include the necessity of obtaining both approval and a permit from the Architectural/Landscaping Process Committee, the practice followed in the Resort.

Section 3.13 Animals. This Section was written prior to Federal action surrounding Accommodation Animals. Members are urged to read Board Policy - Assistant Animal Accommodation, dated 8/21/19, found in Board Policies and Procedures Manual in Administration Office.

Section 3.14 Parking. Further information can be found in Administration Rules.

ARTICLE 8
INSURANCE AND FIDELITY BONDS; CASUALTY LOSSES.

Section 8.1 (b) Liability Insurance. The comprehensive public liability policy maintained by the Board has been corrected to $5,000,000.

Section 8.2 (b) Owner Insurance. In addition to insurance requirements outlined in this Section, Members acting as landlords should check Section 3.20 for responsibilities related to damages caused by tenants and/or their guests. Policies issued in Arizona may not cover the landlord for damage caused by a tenant, and a special endorsement may be required. The Administration Office offers a form stating existence of insurance coverage.

ARTICLE 10
ARCHITECTURAL STANDARDS.

Section 10.1 Appointment of Architectural/Landscaping Processing Committee.
Statute 33-1817 B stipulates that this committee membership must include at least one member of the Board who shall serve as chairperson. This insertion requires Member approval of pertinent amendment.