

ARTICLE VI  
OWNERSHIP, USE AND MANAGEMENT  
OF THE COMMON PROPERTY

Section 6.01 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Dwelling Unit subject to

Section 6.02

Section 6.02 Conditional Use of Common Area. Each Owner, his/her family, licensees, invitees and tenants or lessees, or contract purchasers of a Dwelling Unit shall be entitled to use the Common Area subject to:

A. The provisions of the Articles, By-Laws, these Restrictions, and the Rules. Each owner agrees that in using the Common Area he/she will comply with the provisions of such Articles, By-Laws, these Restrictions, and the Rules.

B. The right of the Association to charge a reasonable security deposit and clean-up fee for the use of any recreational facility situated upon the Common Area.

C. The right of the Association to suspend the right of an Owner to use recreational facilities of the Common Area for a period not to exceed sixty (60) days for any infraction of its published rules.

Section 6.03 Delegation of Use. Any Owner may delegate his/her right of enjoyment in the Common Area and facilities to the members of his/her family, his/her tenants or lessees or contract purchaser who reside in the Dwelling Unit, subject to such rules, regulations and limitations as the Association may, from time to time, establish. Such

delegation shall not relieve said Owner of his/her obligations and responsibilities as a Member under the By-Laws, Rules and this Declaration.

Section 6.04 Management. The Board shall control, maintain, manage and improve the Common Area as provided in the Declaration the Articles and By-Laws. Such right and power of control and management shall be exclusive. In managing the Common Area, the Association hereby accepts all responsibility for the control, maintenance, safety and liability of such Common Area including but not limited to collecting and paying taxes on the Common Area, which shall be approved by the County Assessor. Any agreement for professional management of the subdivision, or any other contract providing for services of the Developer, shall not exceed one (1) year, but may be renewable for successive one (1) year periods upon agreement of the parties. Any such agreement shall provide for termination by either party without cause and without payment of termination fee on ninety (90) days (or less, if agreed to) written notice and for termination with cause and without payment of termination fee upon thirty (30) days written notice.

Section 6.05 Damage or Destruction of Property. In the event any Common Property or any property within the Subdivision required by the Declaration to be maintained by the Association is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner shall be liable therefore to the extent of liability imposed by local law and such Owner does hereby irrevocable authorized the Association to repair the damaged property, and the Association shall so repair the damaged property in good workmanlike manner in substantial conformance with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs. Each Owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon Owner's Dwelling Unit and shall continue to be such lien until fully paid. The lien shall be subordinate to any first mortgage or encumbrance on the subject property. Said charges shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The amount of principal and interest owed by the Owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.

Section 6.06 Restriction on Conveyance of Common Areas and Facilities. The Common Areas and facilities owned by the Association, may not, by act or omission, be abandoned, partitioned, subdivided, encumbered, sold or

transferred without the prior written approval of seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage owned) and at least two-thirds vote (2/3) of the Owners (other than Developer or Declarant) except that the Association shall at all times have the right to grant and convey to any person or entity easements, or right of way, in, on, over, or under any Common Areas for the purpose of construction, erecting, operating or maintaining thereon, therein and thereunder (1) roads, streets, walls, pathways, and driveways; (2) temporary overhead or permanent underground lines, cables, wires, conduits, or other devices for the transmission of electricity of lighting, heating power, telephone, cable T.V., and other purposes; (3) sewers, storm drains and pipes, drainage easements, water systems, water heating and gas lines or pipes; (4) such improvements as may be permitted under ARTICLE III of this Declaration.