

Unofficial Document

WHEN RECORDED, RETURN TO:

Donald E. Dyekman, Esq.
Dyekman & Meda, P.L.C.
6750 E. Camelback Road
Suite 104
Scottsdale, Arizona 85251

201-800-676020
13-14



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
95-0467017 08/07/95 04:34
TONY 106 OF 138

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAS SENDAS

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
LAS SENDAS**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	DEFINITIONS	1
1.1	"Additional Property"	1
1.2	"Annual Assessment"	1
1.3	"Apartment Development"	1
1.4	"Architectural Review Committee"	1
1.5	"Areas of Association Responsibility"	1
1.6	"Articles"	2
1.7	"Assessable Property"	2
1.8	"Assessment"	2
1.9	"Assessment Lien"	2
1.10	"Assessment Period" <small>Unofficial Document</small>	2
1.11	"Association"	2
1.12	"Association Rules"	2
1.13	"Board"	2
1.14	"Bylaws"	2
1.15	"Common Expenses"	2
1.16	"Condominium Development"	2
1.17	"Condominium Unit"	3
1.18	"Declarant"	3
1.19	"Declaration"	3
1.20	"Design Guidelines"	3
1.21	"Developer"	3
1.22	"Development Plan"	3
1.23	"Exempt Property"	3
1.24	"First Mortgage"	3
1.25	"First Mortgagee"	3
1.26	"Improvement"	3
1.27	"Land Use Classification"	4
1.28	"Lessee"	4
1.29	"Lot"	4
1.30	"Maintenance Standard"	4
1.31	"Master Common Area"	4
1.32	"Member"	4

		<u>Page</u>
1.33	"Neighborhood Association"	4
1.34	"Neighborhood Common Area"	4
1.35	"Neighborhood Declaration"	4
1.36	"Owner"	4
1.37	"Parcel"	5
1.38	"Person".....	5
1.39	"Plat"	5
1.40	"Property" or "Project"	5
1.41	"Project Documents"	5
1.42	"Purchaser"	5
1.43	"Recording"	5
1.44	"Rental Apartments"	5
1.45	"Resident"	6
1.46	"Residential Lot"	6
1.47	"Residential Parcel"	6
1.48	"Residential Unit"	6
1.49	"Single Family"	6
1.50	"Special Assessment"	6
1.51	"Subdivision Assessment"	6
1.52	"Subdivision Assessment Area"	6
1.53	"Subdivision Common Area"	6
1.54	"Subdivision Expe ^{Unofficial Document} "	6
1.55	"Subdivision Services"	7
1.56	"Supplemental Declaration"	7
1.57	"Visible From Neighboring Property"	7
ARTICLE 2	PLAN OF DEVELOPMENT	7
2.1	Property Initially Subject to the Declaration	7
2.2	Supplemental Declarations	8
2.3	Annexation of Additional Property	8
2.4	Withdrawal of Property	9
2.5	Disclaimer of Implied Covenants	9
2.6	Development Plan	9
2.7	Golf Course and Related Facilities	9
ARTICLE 3	USE RESTRICTIONS	10
3.1	Land Use Classifications	10
3.2	Architectural Control.	10
3.3	Temporary Occupancy and Temporary Buildings	13
3.4	Nuisances; Construction Activities	13
3.5	Diseases and Insects	14

3.6	Antennas	14
3.7	Mineral Exploration	14
3.8	Trash Containers and Collection	14
3.9	Clothes Drying Facilities	14
3.10	Utility Service	14
3.11	Overhead Encroachments	14
3.12	Residential Use	14
3.13	Animals	15
3.14	Machinery and Equipment	15
3.15	Signs	15
3.16	Restriction on Further Subdivision, Property Restrictions and Rezoning	16
3.17	Vehicles and Parking	16
3.18	Towing of Vehicles	17
3.19	Variances	17
3.20	Drainage	18
3.21	Garages and Driveways	18
3.22	Rooftop Air Conditioners Prohibited	18
3.23	Basketball Goals and Backboards	18
3.24	Playground Equipment	18
3.25	Rights of Developers	18
3.26	Fire Truck Access <small>Unofficial Document</small>	19
ARTICLE 4	EASEMENTS	19
4.1	Easement for Use of Master Common Area	19
4.2	Utility Easement	20
4.3	Declarant's Use for Sales and Leasing Purposes	20
4.4	Declarant's Easements	20
4.5	Easement in Favor of Association	21
ARTICLE 5	THE ASSOCIATION; ORGANIZATION; MEMBERSHIP AND VOTING RIGHTS	21
5.1	Formation of Association	21
5.2	Board of Directors and Officers	21
5.3	The Association Rules	22
5.4	Personal Liability	22
5.5	Implied Rights	22
5.6	Identity of Members	22
5.7	Allocation of Memberships	22
5.8	Voting	24
5.9	Voting Procedures	24

5.10	Transfer of Membership	24
5.11	Architectural Committee	25
5.12	Conveyance or Encumbrance of Common Area	25
5.13	Suspension of Voting Rights	26
ARTICLE 6	COVENANT FOR ASSESSMENTS AND CREATION OF LIEN	26
6.1	Creation of Lien and Personal Obligation of Assessments	26
6.2	Annual Assessments	26
6.3	Determination of Assessment	28
6.4	Special Assessments	30
6.5	Subdivision Assessments	30
6.6	Assessment Period	30
6.7	Rules Regarding Billing and Collection Procedures	31
6.8	Effect of Nonpayment of Assessments: Remedies of the Association	31
6.9	Evidence of Payment of Assessments	32
6.10	Purposes for which Association's Funds May Be Used	33
6.11	Surplus Funds .. <small>Unofficial Document</small>	33
6.12	Working Capital Fund	33
6.13	Transfer Fee	33
ARTICLE 7	MAINTENANCE	34
7.1	Areas of Association Responsibility	34
7.2	Lots and Parcels	34
7.3	Assessment of Certain Costs of Maintenance and Repair	34
7.4	Improper Maintenance and Use of Lots	35
7.5	Boundary Walls	35
7.6	Maintenance of Walls other than Boundary Walls	36
ARTICLE 8	INSURANCE	37
8.1	Scope of Coverage	37
8.2	Certificates of Insurance	38
8.3	Payment of Premiums	38
8.4	Payment of Insurance Proceeds	38
8.5	Repair and Replacement of Damaged or Destroyed Property	38

ARTICLE 9	GENERAL PROVISIONS	39
9.1	Enforcement	39
9.2	Term; Method of Termination	39
9.3	Amendments	39
9.4	Rights of First Mortgagees	40
9.5	Interpretation	42
9.6	Severability	42
9.7	Rule Against Perpetuities	42
9.8	Change of Circumstances	42
9.9	Notice of Violation	42
9.10	Laws, Ordinances and Regulations	43
9.11	References to this Declaration in Deeds	43
9.12	Gender and Number	43
9.13	Captions and Titles	43
9.14	FHA/VA Approval	44
9.15	No Absolute Liability	44
9.16	References to VA and FHA	44

Unofficial Document

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAS SENDAS

This Declaration of Covenants, Conditions, and Restrictions for Las Sendas (the "Declaration") is made this ____ day of _____, 1995, by CRM Holdings, L.L.C., an Arizona limited liability company.

ARTICLE 1

DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article.

1.1 "**Additional Property**" means any real property, together with the Improvements situated thereon, other than the real property described on Exhibit "A" attached hereto, which is within the area covered by the Development Plan.

1.2 "**Annual Assessment**" means the assessments levied against each Lot or Parcel pursuant to Section 6.2 of this Declaration.

1.3 "**Apartment Development**" means a Parcel which is limited by a Supplemental Declaration to residential use, and contains Rental Apartments and surrounding area which are intended, as shown by the site plan therefor approved by the City of Mesa and the Architectural Review Committee or otherwise, as one integrated apartment operation under the same ownership.

1.4 "**Architectural Review Committee**" means the committee of the Association to be created pursuant to Section 5.11 of this Declaration.

1.5 "**Areas of Association Responsibility**" means (i) all Master Common Area; (ii) all real property, and the Improvements situated thereon, located within the boundaries of a Lot or Parcel which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration or the terms of another Recorded document executed by the Association; (iii) all real property, and the Improvements situated thereon, within the Project located within

dedicated rights-of-way with respect to which the State of Arizona or any county or municipality has not accepted responsibility for the maintenance thereof, but only until such time as the State of Arizona or any county or municipality has accepted all responsibility for the maintenance, repair and replacement of such areas; (iv) all real property, and the Improvements situated thereon, designated on a Plat signed or ratified by the Association as an area to be maintained, repaired or replaced by the Association; and (v) all real property, and any Improvements situated thereon, within the Project which the Association has agreed in a Recorded document signed by the Association to maintain, repair or replace.

1.6 "**Articles**" means the Articles of Incorporation of the Association, as amended from time to time.

1.7 "**Assessable Property**" means any Lot or Parcel, except such part or parts thereof as may from time to time be Exempt Property.

1.8 "**Assessment**" means an Annual Assessment, Special Assessment or Subdivision Assessment.

1.9 "**Assessment Lien**" means the lien created and imposed by Article 6 of this Declaration.

1.10 "**Assessment Period**" means the period set forth in Section 6.5 of this Declaration.

1.11 "**Association**" means the Arizona nonprofit corporation to be organized by Declarant to administer and enforce the Project Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.

1.12 "**Association Rules**" means the rules adopted by the Board pursuant to Section 5.3 of this Declaration, as amended from time to time.

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

1.14 "**Bylaws**" means the Bylaws of the Association, as amended from time to time.

1.15 "**Common Expenses**" means the actual or estimated expenses incurred, or anticipated to be incurred, by the Association, together with any allocations to reserves.

1.16 "**Condominium Development**" means a condominium established pursuant to the Arizona Condominium Act, A.R.S. § 33-1201, et seq.

1.17 "**Condominium Unit**" means a unit within a Condominium Development.

1.18 "**Declarant**" means CRM Holdings, L.L.C., an Arizona limited liability company, its successors, and any Person to whom it may expressly assign any or all of its rights under this Declaration by a Recorded instrument.

1.19 "**Declaration**" means this Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.

1.20 "**Design Guidelines**" means the rules and guidelines adopted by the Architectural Review Committee pursuant to Section 5.11 of this Declaration, as amended or supplemented from time to time.

1.21 "**Developer**" means any Person who purchases one or more Lots or Parcels for the purpose of later sale in the ordinary course of such Person's business or for the purpose of constructing Improvements thereon for later sale in the ordinary course of such Person's business.

1.22 "**Development Plan**" means the Development Plan for the project as approved by the City of Mesa, Arizona, on December 15, 1986, Case No. Z86-112, as amended in December, 1987, Case No. Z86-112, and as the plan may be amended from time to time.

Unofficial Document

1.23 "**Exempt Property**" means (i) all real property and improvements owned by, or dedicated to and accepted by the United States, State of Arizona, the County of Maricopa, Arizona, or any political subdivision thereof, so long as such entity or political subdivision is the owner thereof or for so long as said dedication remain effective; (ii) all Master Common Area; (iii) all Neighborhood Common Area; (iv) all Subdivision Common Area; and (v) all real property which is part of the common elements of the Condominium Development, but the undivided interest in the common elements allocated to each Unit shall not be considered Exempt Property.

1.24 "**First Mortgage**" means any mortgage or deed of trust on a Lot or Parcel which has priority over all other mortgages and deeds of trust on the same Lot or Parcel.

1.25 "**First Mortgagee**" means the holder or beneficiary of any First Mortgage.

1.26 "**Improvement**" means any building, fence, wall or other structure or any swimming pool, road, driveway, parking area or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

1.27 "**Land Use Classification**" means the classification established by a Recorded Supplemental Declaration which designates the type of improvements which may be constructed on a Lot or Parcel and the purposes for which such Lot or Parcel, and any Improvements situated thereon, may be utilized.

1.28 "**Lessee**" means the lessee or tenant under a lease, oral or written, of any Lot or Parcel including an assignee of a lease.

1.29 "**Lot**" means (i) a portion of the Project intended for independent ownership and use and designated as a lot on a Plat and, where the context indicates or requires, shall include any building, structure or other Improvements situated on the Lot, or (ii) a Condominium Unit.

1.30 "**Maintenance Standard**" means the standard of maintenance of Improvements established from time to time by the Board or, in the absence of any standard established by the Board, the standard of maintenance of Improvements generally prevailing throughout the Project.

1.31 "**Master Common Area**" means all real property, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest, except that Master Common Area shall not include any Lot or Parcel which the Association may acquire through foreclosure of the Assessment Lien or any deed in lieu of foreclosure.

1.32 "**Member**" means any Person who is a Member of the Association.

1.33 "**Neighborhood Association**" means any homeowners association, condominium association or similar association formed or organized pursuant to any Neighborhood Declaration.

1.34 "**Neighborhood Common Area**" means all real property, and all Improvements located thereon, owned or leased by a Neighborhood Association for the common use and benefit of the members of the Neighborhood Association.

1.35 "**Neighborhood Declaration**" means any Declaration of Covenants, Conditions and Restrictions, Condominium Declaration or similar instrument other than this Declaration or a Supplemental Declaration recorded against any part of the Project.

1.36 "**Owner**" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot or Parcel. Owner shall not include Persons having an interest in a Lot or Parcel merely as security for the performance of an obligation or a Lessee. Owner shall

include a purchaser under a contract for the conveyance of real property subject to the provisions of A.R.S. § 33-741 *et. seq.* Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots or Parcels subject to a Deed of Trust Recorded pursuant to Arizona Revised Statutes, Section 33-801, *et seq.*, the Trustor shall be deemed to be the Owner. In the case of the Lots or Parcels the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.37 "**Parcel**" means each separately owned contiguous area of real property within the Project which (i) is not a Lot; and (ii) is subject to a Supplemental Declaration.

1.38 "**Person**" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.39 "**Plat**" means any subdivision plat or condominium plat recorded against all or any part of the Project, and all amendments, supplements and corrections thereto.

1.40 "**Property**" or "**Project**" means the real property described on Exhibit A attached to this Declaration together with all Improvements located thereon, and all real property and all Improvements situated thereon which is annexed and subjected to this Declaration pursuant to Section 2.3 of this Declaration.

1.41 "**Project Documents**" means this Declaration, the Articles, the Bylaws, the Association Rules and the Design Guidelines.

1.42 "**Purchaser**" means any Person, other than the Declarant, who by means of a voluntary transfer becomes the Owner of a Lot, except for: (i) a Person who purchases a Lot and then leases it to the Declarant for use as a model in connection with the sale or lease of other Lots; or (ii) a Person who, in addition to purchasing a Lot, is assigned any or all of the Declarant's rights under this Declaration.

1.43 "**Recording**" means placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona, and "**Recorded**" means having been so placed of public record.

1.44 "**Rental Apartments**" means dwelling units within one or more buildings consisting of four or more commercially integrated dwelling units under single ownership on one or more contiguous Parcels, each of which is designed and utilized, other than as a hotel or

some other transient basis, for rental or leased residential purposes to non-owners on a non-cooperative basis.

1.45 "**Resident**" means each natural person occupying or residing in a Residential Unit.

1.46 "**Residential Lot**" means a Lot having a Land Use Classification of Single Family Residential Use or Residential Condominium Development Use together with all Improvements situated thereon.

1.47 "**Residential Parcel**" means a Parcel having a Land Use Classification of Single Family Residential use or Condominium Development Use.

1.48 "**Residential Unit**" means any building, or portion of a building, situated upon a Residential Lot and designed and intended for independent ownership and for use and occupancy as a residence.

1.49 "**Single Family**" means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Residential Unit.

1.50 "**Special Assessment**" means any assessment levied and assessed pursuant to Section 6.4 of this Declaration. Unofficial Document

1.51 "**Subdivision Assessment**" means an assessment levied against less than all of the Lots and Parcels in the Project pursuant to Section 6.5 of this Declaration.

1.52 "**Subdivision Assessment Area**" means a portion of the Project designated in a Supplemental Declaration as an area containing Subdivision Common Area or as an area in which the Association will provide Subdivision Services.

1.53 "**Subdivision Common Area**" means real property, and the Improvements situated thereon, which are part of the Master Common Area and which are designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners, Lessees and Residents of a particular part of the Project. Subdivision Common Areas may include, without limitation, private streets, drainage or retention areas or landscape medians. Unless expressly provided to the contrary in a Supplemental Declaration, private streets, card activated gates and street lights within Parcels consisting of Residential Lots are not Subdivision Common Area but are Master Common Area.

1.54 "**Subdivision Expenses**" means the actual or estimated expenses, including allocations to reserves, incurred or anticipated to be incurred by the Association for the

maintenance, repair and replacement of Subdivision Common Area or to provide Subdivision Services to the Owners, Lessees and Residents in a Subdivision Assessment Area.

1.55 "**Subdivision Services**" means services designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners, Lessees and Residents of a particular part of the Project. Subdivision Services may include, without limitation, guard services (including the maintenance of guard gates or guardhouses) and landscape maintenance services for landscaping situated on Lots or Parcels.

1.56 "**Supplemental Declaration**" means a Declaration recorded pursuant to Section 2.2 of this Declaration.

1.57 "**Visible From Neighboring Property**" 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 any adjoining Lot, Parcel or Common Area.

ARTICLE 2

PLAN OF DEVELOPMENT

2.1 ^{Unofficial Document}
Property Initially Subject to the Declaration. Declarant is the Owner of the Property, and Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement and desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property. Declarant hereby declares that all the Property shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set forth in this Declaration which are for the purpose of protecting the value and desirability of and which shall run with the Property. Declarant further declares that this Declaration shall be binding upon all Persons having any right, title or interest in the Property or any part thereof, their successors, successors in title and assigns and shall inure to the benefit of each Owner thereof. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully

understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenant and agree that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot or Parcel even though the description in the instrument of conveyance or encumbrance may refer only to the Lot or Parcel.

2.2 Supplemental Declarations. Declarant reserves the right, but not the obligation, to record one or more Supplemental Declarations against portions of the Property. A Supplemental Declaration may (i) designate Common Areas, Neighborhood Common Areas, Subdivision Common Areas, Subdivision Services, and Subdivision Assessment Areas; (ii) establish the Land Use Classification for the property subject to the Supplemental Declaration; and (iii) impose such additional covenants, conditions and restrictions as the Declarant determines to be appropriate for the property subject to the Supplemental Declaration. If a Supplemental Declaration designates any Subdivision Common Areas or Subdivision Services, the Supplemental Declaration shall also designate the Subdivision Assessment Area containing Lots and Parcels which will be subject to a Subdivision Assessment pursuant to Section 6.7 of this Declaration. A Supplemental Declaration may only be amended by a written instrument executed by (i) the Owners representing more than seventy-five percent (75%) of the votes in the Association held by the Owners of all of the Lots and Parcels subject to the Supplemental Declaration, (ii) the Association, and (iii) the Declarant so long as the Declarant owns any Lot or Parcel in the Project. The Association shall have the right to record a Supplemental Declaration for any part of the Additional Property which is annexed and subjected to this Declaration by the Association pursuant to Section 2.3.3 of this Declaration.

2.3 Annexation of Additional Property.

2.3.1 At any time on or before the date which is ten (10) years after the date of the Recording of this Declaration, the Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Property without the consent of any other Owner or Person or the Association. The annexation of all or any portion of the Additional Property shall be effected by the Declarant Recording a Declaration of Annexation setting forth the legal description of the Additional Property being annexed, stating that such portion of the Additional Property is annexed and subjected to the Declaration and describing any portion of the Additional Property being annexed which will be Common Area.

2.3.2 The Additional Property may be annexed as a whole, at one time or in one or more portions at different times, or it may never be annexed, and there are no limitations upon the order of annexation or the boundaries thereof. The property annexed by the Declarant pursuant to this Section 2.3 need not be contiguous with other property in the Project, and the exercise of the right of annexation as to any portion of the Property shall not bar the further exercise

of the right of annexation as to any other portion of the Additional Property. The Declarant makes no assurances as to which, if any, part of the Additional Property will be annexed.

2.3.3 After the Declarant no longer owns any part of the Property or any part of the Additional Property which the Declarant still retains the right to annex and subject to this Declaration, the Association may annex and subject all of any part of the Additional Property to this Declaration by executing and Recording a Declaration of Annexation containing the information required for a Declaration of Annexation Recorded by the Declarant pursuant to Section 2.3.1 of this Declaration.

2.4 **Withdrawal of Property.** At any time on or before the date which is ten (10) years after the date this Declaration is Recorded the Declarant shall have the right to withdraw property from the Project without the consent of any other Owner or Person. The withdrawal of all or any portion of the Project shall be affected by the Declarant Recording a Declaration of Withdrawal setting forth the legal description of the property being withdrawn. Upon the withdrawal of any property from the Project pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth in this Declaration.

2.5 **Disclaimer of Implied Covenants.** Nothing contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salesmen representing the Declarant or any Developer shall be deemed to create any implied covenants, servitudes or restrictions with respect to the use of any property subject to this Declaration or any part of the Additional Property. Unofficial Document

2.6 **Development Plan.** Notwithstanding any other provision of this Declaration to the contrary, the Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to the Development Plan with respect to any property owned by the Declarant in any way which the Declarant desires including, but not limited to, changing the density of all or any portion of the property owned by the Declarant or changing the nature or extent of the uses to which the property may be devoted.

2.7 **Golf Course and Related Facilities.** The Development Plan provides for the construction and operation within Las Sendas of a golf course and the golf course clubhouse, maintenance facility and other related recreational facilities (the "Golf Course Facilities"). The Golf Course Facilities shall not be subject to this Declaration and shall not be part of the Master Common Area. No Owner, Lessee or Resident shall acquire any right, title or interest in or to the Golf Course Facilities or to the use of the Golf Course Facilities solely by virtue of purchasing a Lot or Parcel or by becoming a Lessee or Resident thereof. Each Owner, by purchasing a Lot or Parcel, acknowledges and agrees that such Owner is fully aware of the fact that the acquisition of a Lot or Parcel adjacent to or in the vicinity of the Golf Course Facilities has certain risks, including, but not limited to, the risk that from time to time golf balls may be hit onto portions of the Lot or Parcel and cause damage to the Residential Unit or other Improvements situated on the Lot or Parcel or cause

personal injury to the Owner or other persons present on the Lot or Parcel. Each Owner, Resident and other persons present on a Lot or Parcel at any time agree to assume such risk and agree that no claim for any damage or personal injury caused or occasioned by golf balls or any of the other hazards associated with the maintenance, operation and use of the Golf Course Facilities shall be made against the Declarant, a Developer, the owner, operator or designer of the Golf Course Facilities or the Association or any of its directors, officers, employees or agents. Each Owner, by becoming an Owner of a Lot or Parcel, also acknowledges and agrees that the operation of the Golf Course Facilities involves certain activities which may interfere with, annoy or disturb such Owner, the Residents of the Lot or Parcel and their respective guests and invitees. These activities include, but are not limited to, the activities necessary to properly maintain the Golf Course Facilities which activities may be conducted very early in the morning or very late in the evening and may involve the operation of machinery or equipment causing loud noises, the presence of golf course maintenance personnel close to the Project, the operation of golf carts and the presence of golfers close to the Project. Each Owner and resident agrees not to assert any claim for damage or injury arising from such activities or to seek to enjoy or restrain such activities.

ARTICLE 3

USE RESTRICTIONS

3.1 ^{Unofficial Document} **Land Use Classifications.** The uses for which property within the Project may be used shall be determined by the Land Use Classification of the property as established by a Recorded Supplemental Declaration covering the property. The Land Use Classifications for property in the Project shall be: (i) Single Family Residential Use; (ii) Apartment Development Use; (iii) Residential Condominium Development Use; (iv) Commercial Condominium Development Use; (v) Master Common Area Use; (vi) Commercial Office Use; (vii) General Commercial or Retail Use; (viii) Resort Use; (ix) Neighborhood Common Area Use; and (ix) Village Center Use. In the event of any conflict or inconsistency between the Land Use Classification for a Lot or Parcel as established by a Recorded Supplemental Declaration and statements or notations on a Plat with respect to the uses which may be made of a particular Lot or Parcel, the Recorded Supplemental Declaration for the Lot or Parcel shall prevail. A Recorded Supplemental Declaration may define and specify the style, type and size of Residential Units or buildings that may be constructed on the Lots and Parcels subject to the Supplemental Declaration and may specify the permitted and prohibited uses of the Lots and Parcels subject to the Declaration.

3.2 **Architectural Control.**

3.2.1 No excavation or grading work shall be performed on any Lot or Parcel without the prior written approval of the Architectural Review Committee.

3.2.2 No Improvement which would be Visible From Neighboring Property shall be constructed or installed on any Lot or Parcel without the prior written approval of the Architectural Review Committee. No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any part of a Lot or Parcel, or any Improvements located thereon, which are Visible From Neighboring Property, from their appearance on the date this Declaration is Recorded shall be made or done without the prior written approval of the Architectural Review Committee. Any Owner desiring approval of the Architectural Review Committee for the construction, installation addition, alteration, repair, change or replacement of any Improvement which is or would be Visible From Neighboring Property shall submit to the Architectural Review Committee a written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change or other work which the Owner desires to perform. Any Owner requesting the approval of the Architectural Review Committee shall also submit to the Architectural Review Committee any additional information, plans and specifications which the Architectural Review Committee may request. In the event that the Architectural Review Committee fails to approve or disapprove an application for approval within thirty (30) days after the application, together with any fee payable pursuant to Section 3.2.6 of this Declaration and all supporting information, plans and specifications requested by the Architectural Review Committee, have been submitted to the Architectural Review Committee, approval will not be required and this Section will be deemed to have been complied with by the Owner who had requested approval of such plans. The approval by the Architectural Review Committee of any construction, installation, addition, alteration, repair, change or other work shall not be deemed a waiver of the Architectural Review Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.

3.2.3 In reviewing plans and specifications for any construction, installation, addition, alteration, repair, change or other work which must be approved by the Architectural Review Committee, the Architectural Review Committee, among other things, may consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography and finish grade elevation. The Architectural Review Committee may disapprove plans and specifications for any construction, installation, addition, alteration, repair, change or other work which must be approved by the Architectural Review Committee pursuant to this Section 3.2 if the Architectural Review Committee determines, in its sole and absolute discretion, that: (i) the proposed construction, installation, addition, alteration, repair, change or other work would violate any provision of this Declaration; (ii) the proposed construction, installation, addition, alteration, repair, change or other work does not comply with any Design Guideline; (iii) the proposed construction, installation, addition, alteration, repair, change or other work is not in harmony with existing Improvements in the Project or with Improvements previously approved by the Architectural Review Committee but not yet constructed; (iv) the proposed construction, installation, addition, alteration, repair, change or other work is not aesthetically acceptable; (v) the proposed construction, installation, addition, alteration, repair, change or other work would be detrimental to or adversely affect the appearance of the Project; or

(vi) the proposed construction, installation, addition, alteration, repair, change or other work is otherwise not in accord with the general plan of development for the Project.

3.2.4 Upon receipt of approval from the Architectural Review Committee for any construction, installation, addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Architectural Review Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Review Committee.

3.2.5 Any change, deletion or addition to the plans and specifications approved by the Architectural Review Committee must be approved in writing by the Architectural Review Committee.

3.2.6 The Architectural Review Committee shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section 3.2, which fee shall be payable at the time the application for approval is submitted to the Architectural Review Committee.

3.2.7 All Improvements constructed on Lots or Parcels shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot or Parcel.

Unofficial Document

3.2.8 The provisions of this Section do not apply to, and approval of the Architectural Committee shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvements made by, or on behalf of, the Declarant.

3.2.9 The approval required of the Architectural Review Committee pursuant to this Section 3.2 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

3.2.10 The approval by the Architectural Review Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section 3.2 shall not be deemed a warranty or representation by the Architectural Review Committee as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

3.2.11 The Architectural Review Committee may condition its approval of plans and specifications upon the agreement by the Owner submitting such plans and specifications (other than Developers who shall not be subject to the provisions of this Subsection)

to furnish to the Association a bond or other security acceptable to the Architectural Review Committee in an amount determined by the Architectural Review Committee to be reasonably sufficient to: (i) assure the completion of the proposed Improvements or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (ii) to repair any damage which might be caused to any Area of Association Responsibility as a result of such work. Any such bond shall be released or security shall be fully refundable to the Owner upon: (i) the completion of the Improvements in accordance with the plans and specifications approved by the Architectural Review Committee; and (ii) the Owner's written request to the Architectural Review Committee, provided that there is no damage caused to any Area of Association Responsibility by the Owner or its agents or contractors.

3.2.12 If the plans and specifications pertain to an Improvement which is within an Area of Association Responsibility so that the Association is responsible for the maintenance, repair and replacement of such Improvement, the Architectural Review Committee may condition its approval of the plans and specifications for the proposed construction, installation, addition, alteration, repair, change or other work with respect to the Improvement on the agreement of the Owner to reimburse the Association for the future cost of the repair, maintenance or replacement of such Improvement.

3.3 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. No temporary construction buildings or trailers may be installed or kept on any Lot or Parcel without the prior written approval of the Architectural Review Committee. Any such temporary buildings or trailers approved by the Architectural Review Committee shall be removed immediately after the completion of construction.

3.4 Nuisances; Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Parcel, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot or Parcel so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of Improvements on a Lot or Parcel shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots and Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved in writing by the Architectural Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot or Parcel during the construction of Improvements may be kept only in areas approved in writing by the Architectural Review Committee, which

may also require screening of the storage areas. The Architectural Review Committee in its sole discretion shall have the right to determine the existence of any such nuisance.

3.5 Diseases and Insects. No Person shall permit any thing or condition to exist upon any Lot or Parcel which shall induce, breed or harbor infectious plant diseases or noxious insects.

3.6 Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation including, without limitation, satellite or microwave dishes, shall be erected, used, or maintained on any Lot or Parcel without the prior written approval of the Architectural Review Committee.

3.7 Mineral Exploration. No Lot or Parcel 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.

3.8 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or Parcel, except in covered containers of a type, size and style which are approved by the Architectural Review Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots or ^{Unofficial Document} Parcels and other property and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot or Parcel.

3.9 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot or Parcel so as to be Visible From Neighboring Property.

3.10 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or other Parcel unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Review Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Review Committee.

3.11 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot or Parcel shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet.

3.12 Residential Use. All Residential Units shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Residential Lot or in or from any Residential Unit, except that an Owner, Lessee or other Resident of a Residential Unit may conduct a business activity within a Residential Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Project; (iii) the business activity does not involve persons coming on to the Lot or the door-to-door solicitation of Owners or other Residents in the Project; and (iv) the business activity is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other Residents in the Project, as may be determined from time to time in the sole discretion of the Board. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended or does generate a profit; or (iii) a license is required for such activity. The leasing of a Residential Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

3.13 Animals. No animal, bird, fowl, poultry, reptile or livestock may be kept on any Lot, except for dogs, cats, parakeets, ^{Unofficial Document} or similar household birds not to exceed a total of three (3) may be kept on a Residential Lot if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All dogs, cats or other pets permitted under this Section shall be confined to an Owner's Lot except that a dog or cat may be permitted to leave an Owner's Lot if such dog or cat is at all times kept on a leash not to exceed six feet (6') in length and is not permitted to enter upon any other Lot. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, Lessee or Resident, the Architectural Review Committee shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird, fowl, poultry, or livestock is a nuisance or making an unreasonable amount of noise. Any decision rendered by the Architectural Review Committee shall be enforceable in the same manner as other restrictions set forth in this Declaration.

3.14 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Residential Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other Improvements or such machinery or equipment which Declarant or the Association may require for the operation and maintenance of the Project.

3.15 **Signs.** Except signs required by legal proceedings, no signs whatsoever (including, but not limited to, commercial, political, "for sale", "for rent" and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot or Parcel without the prior written approval of the Architectural Review Committee.

3.16 **Restriction on Further Subdivision, Property Restrictions and Rezoning.** No Lot or Parcel shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot or Parcel shall be conveyed or transferred by any Owner, without the prior written approval of the Architectural Review Committee. No further covenants, conditions, restrictions or easements other than a Declaration of Annexation or Supplemental Declaration shall be recorded by any Owner, Lessee, or other Person against any part of the Property without the provisions thereof having been first approved in writing by the Board. No application for rezoning, variances or use permits pertaining to any Lot or Parcel shall be filed with any governmental authority by any Person other than the Declarant unless the application has been approved by the Board and the proposed use otherwise complies with this Declaration.

3.17 **Vehicles and Parking.**

3.17.1 As used in this Section 3.17, the term "Motor Vehicle" means a car, van, truck, recreational vehicle, motor home, motorcycle, all terrain vehicle, utility vehicle, pickup truck or other motor vehicle.

3.17.2 ^{Unofficial Document} No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer, boat or other similar equipment may be parked, kept or stored on any Residential Lot or the Master Common Area, Neighborhood Common Area or Subdivision Common Area without the prior written approval of the Architectural Review Committee.

3.17.3 Except as permitted by Subsection 3.17.4 or 3.17.5, no Motor Vehicle may be parked, kept or stored on any Residential Lot, Residential Parcel, Master Common Area, Neighborhood Common Area or Subdivision Common Area without the prior written approval of the Architectural Review Committee.

3.17.4 Motor Vehicles owned or leased by an Owner, Lessee or Resident of a Residential Lot must be parked in the garage of the Residential Unit unless there is insufficient space within the garage for the parking of all such Motor Vehicles, in which case such Motor Vehicles may be parked in the driveway situated on the Lot provided such Motor Vehicles do not exceed 7 feet in height and do not exceed 18 feet in length, are not used for commercial purposes and do not display any commercial name, phone number or message of any kind. No Motor Vehicle of any kind may be stored on a Residential Lot except in a garage, and no Motor Vehicle of any kind may be stored on the Master Common Area, Neighborhood Common Area or Subdivision Common Area. For purposes of this Subsection 3.17.4, a Motor Vehicle should be deemed stored if it is covered by a car cover, tarp or other material. Recreational vehicles, motor

homes and similar vehicles owned or leased by an Owner, Lessee or Resident which exceed 7 feet in height and/or exceed 18 feet in length may be parked in the driveway on a Lot for the purpose of loading or unloading, but in no event shall such recreational vehicle, motor home or similar vehicle be parked in the driveway for more than twenty-four (24) consecutive hours or for more than seventy-two (72) hours within any seven (7) day period.

3.17.5 Motor Vehicles owned by guests of an Owner, Lessee or other Resident may be parked in the driveway on a Residential Lot or on a public or private street for a period not to exceed 72 hours within any seven (7) day period.

3.17.6 The Board of Directors shall have the right and power to adopt rules and regulations governing the parking of Motor Vehicles on Residential Lots, Residential Parcel, Master Common Area, Neighborhood Common Area of Subdivision Common Area and implementing the provisions of this Section 3.17. In the event of any conflict or inconsistency between the provisions of this Section 3.17 and the rules and regulations adopted by the Board of Directors, the provisions of this Section 3.17 shall control.

3.17.7 No Motor Vehicle shall be constructed, reconstructed or repaired on any Residential Lot, Residential Parcel, Master Common Area, Neighborhood Common Area or Subdivision Common Area in such a manner as to be Visible From Neighboring Property and no inoperable vehicle may be stored or parked on any Residential Lot, Residential Parcel, Master Common Area, Neighborhood Common Area or Subdivision Common Area in such a manner as to be Visible From Neighboring Property.

3.18 Towing of Vehicles. The Board shall have the right to have any mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, truck, motorcycle, motorbike, or other motor vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of said amounts in the same manner provided for in their Declaration for the collection of Assessment.

3.19 Variances. The Architectural Review Committee may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article 3 if the Architectural Review Committee determines in its discretion that (i) a restriction would create an unreasonable hardship or burden on an Owner, Lessee or Resident or a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and (ii) that the activity permitted under the variance will not have any substantial adverse effect on the Owners,

Lessees and Residents of the Project and is consistent with the high quality of life intended for residents of the Project.

3.20 **Drainage.** No structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot or Parcel as shown on the drainage plans on file with the county or municipality in which the Project is located. No Person shall alter the grading of a Lot or Parcel or alter the natural flow of water over and across a Lot or Parcel without the prior written approval of the Architectural Review Committee.

3.21 **Garages and Driveways.** Garages situated on Residential Lots shall be used only for the parking of vehicles and shall not be used or converted for living or recreational activities without the prior written approval of the Architectural Review Committee. Garages may be used for the storage of material so long as the storage of material does not restrict the use of the garage for the parking of motor vehicles.

3.22 **Rooftop Air Conditioners Prohibited.** No air conditioning units or appurtenant equipment may be mounted, installed or maintained on the roof of any Residential Unit or other building on a Residential Lot so as to be Visible From Neighboring Property.

3.23 **Basketball Goals and Backboards.** No basketball hoop, goal or backboard shall be constructed or installed on any Residential Lot or Residential Parcel without the prior written approval of the Architectural Review Committee.

3.24 **Playground Equipment.** No jungle gyms, swing sets or similar playground equipment which would be Visible From Neighboring Property shall be erected or installed on any Lot or Parcel without the prior written approval of the Architectural Review Committee.

3.25 **Rights of Developers.** Notwithstanding any other provision of this Declaration to the contrary, a Developer shall have the right to maintain model homes and sales offices on Lots owned or leased by the Developer and to construct and maintain parking areas for the purpose of accommodating persons visiting such model homes and sales offices provided: (i) the plans and specifications for the model homes and sales offices have been approved in writing by the Architectural Review Committee; (ii) the location and design of the parking areas incidental to such model homes and sales offices has been approved in writing by the Architectural Review Committee; (iii) the opening and closing hours for such model homes and sales offices have been approved in writing by the Architectural Review Committee; and (iv) the construction, operation and maintenance of such model homes and sales offices otherwise complies with all provisions of this Declaration. Any home constructed as a model home shall cease to be used as a model home and any sales office shall cease to be used as a sales office at any time the Developer is not actually

engaged in the construction and sale of Residential Units in the Project, and no Residential Unit shall be used as a model home for the sale of Residential Units not located in the Project and no sales office shall be used for the sale of lots or homes not located in the Project. Notwithstanding any other provision of this Declaration to the contrary, a Developer may store supplies of brick, block, lumber and other building materials on the Lot owned by Developer provided such materials are kept in areas approved in writing by the Architectural Review Committee which may require the screening of such storage areas. In addition, normal construction activities of the Developer in connection with the construction of Improvements shall not be considered a nuisance or otherwise prohibited by this Declaration. A Developer constructing Improvements on Lots shall keep the Lots in a clean, safe and neat condition free of weeds, trash and debris.

3.26 **Fire Truck Access.** In order to permit fire trucks access on and over cul-de-sacs shown on the Plats, no obstructions or landscaping shall be constructed, installed or permitted within a radius of fifty-five feet (55') from the center of the cul-de-sac.

ARTICLE 4

EASEMENTS

4.1 **Easement for Use of Master Common Area.**

4.1.1 Every ~~Owner, Lessee and Resident~~ ^{Unofficial Document} shall have a non-exclusive right and easement of use and enjoyment in and to the Master Common Area (including, but not limited to, the right to use any streets which may be part of the Master Common Area for ingress and egress to the Owner's Lot or Parcel) which right shall be appurtenant to and shall pass with the title to every Lot or Parcel, subject to the following:

(i) The right of the Association to dedicate, convey, transfer or encumber the Master Common Area as provided in Section 5.12 of this Declaration.

(ii) The rights and easements granted to the Declarant in this Declaration, including, without limitation, the rights and easements granted to the Declarant in Sections 4.3 and 4.4 of this Declaration.

(iii) The right of certain owners, Lessees and Residents to the exclusive use of Subdivision Common Areas.

(iv) The right of the Board to impose reasonable membership requirements and charge reasonable membership admission fees for the use of any facility situated on the Master Common Area.