

BR



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

DATE/TIME: 07/18/2019 1627
FEE: \$30.00
PAGES: 3
FEE NUMBER: 2019-057947

When recorded mail to:

Florence Gardens Mobile Homes Association
3830 N. Florence Blvd
Florence, AZ 85132

(The above space reserved for recording information)

FGMHA
NOTICE OF CORRECTION TO AMENDED & RESTATED DECLARATION
UNIT D
DOCUMENT TITLE

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

FGMHA
NOTICE OF CORRECTION TO AMENDED & RESTATED DECLARATION
UNIT D

This Notice of Correction to the Amended & Restated Declaration is made this 18th day of July, 2019 by the Board of Directors of the Florence Gardens Mobile Homes Association ("FGMHA" or "Association"), an Arizona non-profit corporation on behalf of the corporation.

RECITALS

WHEREAS, on May 29, 2019, the Association recorded an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Florence Gardens at Instrument Number 2019-041667, Official Records of the Pinal County Recorder's Office (the "2019 Declaration");

WHEREAS, on June 21, 2019, the Association recorded a Supplemental Attachment to the 2019 Declaration to include all the signatures of the Owners who had submitted a signed concurrence form in favor of the 2019 Declaration [See Fee Number 2019-049478, Official Records of the Pinal County Recorder's Office];

WHEREAS, Lots 1140 through 1180 were correctly identified in the 2019 Declaration as Lots within Unit D;

WHEREAS, subsequently, the Association discovered that some Lot numbers [Lots 1040 - 1065 inclusive; Lots 1066 - 1075 inclusive; 1076 - 1102 inclusive; 1103 - 1119 inclusive; Lots 1120] had been inadvertently omitted from inclusion in the Description of Unit D in the 2019 Declaration;

WHEREAS, the Association seeks to provide notice of this error and wishes to include the omitted Lot numbers;

NOW, THEREFORE, the Association hereby submits, as an attachment to the 2019 Declaration, this notice of correction with the Lot numbers that were inadvertently omitted from the 2019 Declaration.

Per Book 18 of Maps, Page 37 - Unit D is comprised of all of the following Lots -

Lots 1040 - 1065 inclusive; Lots 1066 - 1075 inclusive; 1076 - 1102 inclusive; 1103 - 1119 inclusive; Lots 1120 - 1140 inclusive; Lots 1141 - 1160; and Lots 1161 - 1180 inclusive.

CERTIFICATION

I, Gail Haskett, President of FGMHA hereby certify that the Board of Directors, at a meeting duly noticed and held on the 18th day of July, 2019, acknowledged that the above-referenced Lot numbers had been inadvertently omitted from the 2019 Declaration; and that this Notice of Correction is intended to include the omitted Lot numbers in the 2019 Declaration.

EXECUTED this 18th day of July, 2019.

FGMHA

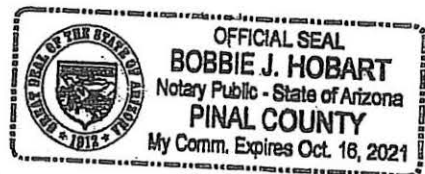
Gail Haskett, President

By: Gail Haskett
Its: President

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged on this 18 day of July 2019, by Gail Haskett, in her representative capacity as President of the Florence Gardens Mobile Homes Association.

[Signature]
Notary Public



10/16/21
My Commission Expires

21R



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded mail to:
Florence Gardens Mobile Home Association
3830 N Florence Blvd
Florence AZ 85132

DATE/TIME: 05/29/2019 1409
FEE: \$40.00
PAGES: 21
FEE NUMBER: 2019-041667

(The above space reserved for recording information)

Amended and Restated Declaration of Covenants, Conditions
and Restrictions for Florence Gardens
DOCUMENT TITLE

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FLORENCE GARDENS
UNITS A, B, C, D, E, AND F
February 8, 2019**

PREFACE

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Florence Gardens Units A, B, C, D, E, and F ('Declaration' or 'CC&Rs') is adopted as of the date set forth at the conclusion of this document by the requisite percentage of signing lot Owners in the Florence Gardens Mobile Home Association ('Association' or 'FGMHA').

RECITALS

1) WHEREAS, Units A through F were originally governed by the following recorded declarations, records of the Pinal County Recorder:

Unit A (Lots One {1} through Three Hundred Seventy-Seven {377}, per map recorded in Book 16 of Maps, Page 2), Declaration of Restrictions Florence Gardens, Unit A, recorded on July 2, 1971 in Docket 635, Page 186, which was revoked on August 6 1971 via Revocation and Cancellation of Declaration of Restrictions recorded in Docket 638, Page 116, which was replaced by the Declaration of Restrictions recorded in Docket 638, Page 117 as amended;

Unit B (Lots Three Hundred Seventy-Eight {378} through Six Hundred Ninety-One {691} per map recorded in Book 16 of Maps, Page 14), Declaration of Restrictions Florence Gardens, Unit B, recorded on October 12, 1971 in Docket 644, Page 62, records of the Pinal County Recorder, which was revoked via Revocation and Cancellation of Declaration of Restrictions, recorded on June 12, 1972 in Docket 670, Page 85, and replaced with the Declaration of Restrictions, Florence Gardens, Unit B recorded on June 12, 1972 in Docket 670, Page 86, as amended;

Unit C (Lots Six Hundred Ninety-Two {692} through Eight Hundred and Ninety-Five {895} per map recorded in Book 17 of Maps, Page 5) Declaration of Restrictions, Florence Gardens, Unit C recorded on July 25, 1972 in Docket 674, Page 192, as amended;

Unit D (Lots One Thousand One Hundred Forty {1140} through One Thousand One Hundred Eighty {1180} per map recorded in Book 18 of Maps, Page 37), Declaration of Restrictions Florence Gardens, Unit D, recorded on August 15, 1974 in Docket 757, Page 224, as amended;

Unit E (Lots Eight Hundred Ninety-Six {896} through One Thousand Thirty-Nine {1039} per map recorded in Book 19 of Maps, Page 56), Declaration of Restrictions Florence Gardens, Unit E recorded on November 17, 1978 in Docket 939, Page 122, as amended;

Unit F (Lots One Thousand One Hundred Eighty-One {1181} through One Thousand Three Hundred Thirty-Nine {1339} per map recorded in Book 19 of Maps, Page 29, Declaration of Restrictions Florence Gardens, Unit F recorded on August 15, 1974 in Docket 757, Page 232 as amended;

2) WHEREAS, all of the declarations listed above were amended and restated by the "Amendment to Declaration of Restrictions, Units A, B, C, D, E and F, Florence Gardens," recorded on December 21, 1998 in Fee number 1998-051994 ("1998 Declaration");

3) WHEREAS, the members of FGMHA wish to amend and restate all declarations relating to Units A through F, Florence Gardens;

4) WHEREAS, the 1998 Declaration authorizes it to be amended by an instrument in writing reciting said amendments bearing the signed concurrence of the owners of two-thirds (2/3) of the lots within the properties;

5) WHEREAS, the members of FGMHA desire to amend the above-referenced declarations for Units A through F; and,

6) NOW THEREFORE, subject to annexation of other real property into the Association and the merging of lots or portions of lots into tracts, the property subject to this Declaration consists of the Common Areas owned by the Association, as defined in 1.11, and other certain real property located in the County of Pinal, State of Arizona, legally described above;

7) NOW THEREFORE, FGMHA does hereby rescind and replace all previous declarations and deed restrictions for Units A through F with the following covenants, conditions and restrictions:

8) NOW THEREFORE, all previously recorded covenants, conditions and restrictions are amended and restated in their entirety to read as follows:

ARTICLE I – DEFINITIONS

1.1 ‘A.R.S.’ means Arizona Revised Statutes.

1.2 ‘Abutting’ (or adjoining) means that two lots share a common property line for its entire length or for the majority of the length for the longer property line that adjoins.

1.3 ‘Articles’ means the Amended and Restated Articles of Incorporation of the FGMHA, as amended from time to time. ‘Articles’ shall also mean the headings for separate sections in the CC&Rs, the Articles of Incorporation, and the Bylaws.

1.4 ‘Assessments’ means any regular or special assessment assessed against a lot and the lot Owners for maintaining and improving the Common Areas and for the operation of the Association.

1.5 ‘Assessment lien’ means the automatic lien authorized by Arizona law and which may be enforced by the Association to secure the payment of assessments, late payments, reasonable collection and attorney’s fees as a result of non payment of assessments.

1.6 ‘Association’ means Florence Gardens Mobile Home Association, an Arizona nonprofit corporation organized to administer and enforce the Community Documents and to exercise the rights, powers and duties set forth therein. The word Association and the abbreviation FGMHA may be used interchangeably in this document.

1.7 ‘Board of Directors’ or ‘Board’ means the Board of Directors of the FGMHA.

1.8 ‘Building’ means a roofed and walled structure designed or intended for shelter, housing or storage.

1.9 ‘Bylaws’ means the current Amended and Restated Bylaws of FGMHA as may be amended from time to time.

1.10 ‘Capital improvement’ means any (i) substantial discretionary addition to the Common Areas, (ii) voluntary significant upgrade to Common Area materials, or (iii) discretionary material alterations to the appearance of the development.

1.11 'Common Area or Common Areas' means all real property, together with all improvements and personal property and facilities situated thereon, which FGMHA owns in fee title or for which FGMHA has maintenance obligations, unless the context indicates otherwise. The legal description of the Common Areas is Lots 1181 through 1198 and Tract A in Unit F Book 19 of Maps Page 29, Tract F in Unit B Book 16 of Maps Page 49, Tract K in Unit E Book 19 of Maps Page 56, all in Florence Gardens in Section 13-04S-09E and that portion of Illinois Avenue abandoned per Town resolution fee number 2005-045151. The Three Parks Fairways, Inc. is not part of FGMHA Common Areas.

1.12 'Community Documents' means this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

1.13 'Declaration' means these CC&Rs, as they may be amended from time to time. The term CC&Rs and the word Declaration may be used interchangeably.

1.14 'Easement' means a right to the use of land for a specific purpose, such right being held by a person or entity other than the Owner who holds title to the land.

1.15 'Flag Lot' means a lot that is irregular in shape, located behind a lot with normal street frontage, which provides little more street frontage than is required for access by a vehicle (usually provided by an easement or narrow lane).

1.16 'Good standing' means a FGMHA Owner who has paid all assessments and monies due the Association and who has no violations of any provisions of the Community Documents which remain uncorrected for more than the period given to correct in the notice of violation. 'Not in good standing' means a FGMHA Owner who has not paid all assessments and monies due the Association or has uncorrected violations of Community Documents, or both.

1.17 'Improvements' means all manufactured homes, ancillary structures, patios, ramadas, walkways, gates, roads, roadways, parking areas, driveways, carports, garages, accessory buildings, clubhouses, signs, sports or recreational equipment and facilities, tubs, spas, storage yards, plantings, planted trees, lawns, shrubs and all other structures or landscaping of every kind located on a lot in Florence Gardens or in the FGMHA Common Areas.

1.18 'Litter' is as defined in Town of Florence Code, and includes, but is not limited to, any rubbish, trash, weeds (over six inches growth), filth and debris, interior furniture, inoperative appliances, bedding, carpeting, inoperative vehicles or miscellaneous junk.

1.19 'Lot' means all lots numbered and depicted on the plats for Florence Gardens, not merged now or hereafter into a tract or the Common Areas.

1.20 'Manufactured home' means a factory built single-story, single-family home, transportable in one or more sections, which is designed as a year-round dwelling unit and shall be placed on a lot with an identifying number. 'Mobile home', for the purpose of this document, means a manufactured home.

1.21 'Member' means an Owner of a lot in Florence Gardens.

1.22 'Original lot' means a numbered lot demarcated on the first or amended plat recorded in the Pinal County Recorder's office for Units A, B, C, D, E, or F of Florence Gardens.

1.23 'Owner' means the Owner of record, whether one or more persons, or a legal entity.

1.24 'Person' means a natural person or a legal entity.

1.25 'Plat' means the plats referenced in the Recitals and recorded in the Office of the Pinal County Recorder, Arizona, and any amendments, supplements or corrections thereto.

1.26 'Property' means all real property subject to this Declaration and real property shown on the recorded plats of Florence Gardens.

1.27 'Quorum' means, as specified in the Bylaws, the minimum number of Members who must be present (in person or by absentee ballot) at a meeting of Members before a vote can be held. Quorum also means the minimum number of directors who must be present in person or by telephonic conference before any Association business may be transacted.

1.28 'Rules' mean those Rules and Regulations adopted pursuant to Section 4.4 of this Declaration, as they may be amended from time to time

1.29 'Setback' means the minimum horizontal distance between the building line and the related front, side, or rear property lines as determined by the Town of Florence zoning ordinance.

1.30 'Street' means a dedicated public roadway that affords traffic circulation and is a principal means of access to adjoining lots.

1.31 'Unit' means a manufactured home subdivision in Florence Gardens.

1.32 'Weeds' means any useless plants growing wild. The term 'weeds' shall not include properly cultivated flowers, plants and gardens contained within a lot.

ARTICLE II - INTRODUCTION

2.1 Title. This document shall be formally known and cited as the 'Amended and Restated Declaration of Covenants and Restrictions for Florence Gardens Units A, B, C, D, E, and F', and may also be cited as the 'Declaration' or 'CC&Rs'.

2.2 Hierarchy of Community Documents. In the event of any conflict in the Community Documents, the order of importance and control shall be the Declaration, the Articles, the Bylaws and the Rules. Policies and procedures are subordinate to the Community Documents.

2.3 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

2.4 Termination. This Declaration may only be terminated by the signed concurrence to that effect by not less than at least eighty per cent (80%) of lot Owners in the Association. To determine the requisite percentage to approve termination of the Declaration, each lot Owner's signature equates to one concurrence and each half-lot Owner's signature equates to one-half concurrence. When the percentage of concurrence is reached, the termination recording must be done in the Office of the Pinal County Recorder, Arizona, contingent upon a public authority agreeing to accept ownership and responsibility for maintaining the Common Areas.

2.5 Amendment. This Declaration may be amended at any time by the signed concurrence in support of amendment of at least sixty per cent or 60% of the lot Owners in accordance with A.R.S.

As in 2.4, to determine the percentage to approve amendments to the Declaration, each lot Owner signature equates to one concurrence and each half-lot Owner signature equates to one-half concurrence. Any amendment to this Declaration shall be evidenced by a written document signed by the President and Secretary of the Association, attesting that the requisite number of Owners concurred to such amendment. No such amendment, however, will be deemed effective until recorded in the Office of the Pinal County Recorder, Arizona.

ARTICLE III – PROPERTY SUBJECT TO THIS DECLARATION

All of the property comprising FGMHA, as set forth in the Recitals in Number 6 of this Declaration, is subject to this Declaration and shall be held, conveyed, encumbered, leased, occupied, or otherwise used, improved or transferred, in whole or in part, in accordance with this Declaration as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the submission, improvement and sale of the property and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property and every part thereof. All of this Declaration shall run with all of the property for all purposes and shall be binding upon and inure to the benefit of the Association, all lot Owners and their respective successors in interest.

ARTICLE IV – GENERAL PROVISIONS

4.1 Membership in FGMHA/Binding Effect. By acquiring any Ownership interest in any portion of Florence Gardens, each person, for himself, his heirs, personal representatives, successors, transferees, assigns, and trustees, does hereby bind himself, his heirs, personal representatives, successors, transferees, assigns, and trustees, to all of the provisions, restrictions, covenants, conditions, easements, rules, and regulations now or hereafter imposed by the Community Documents and any amendments thereof unless stated otherwise herein. In addition, each person by so doing thereby acknowledges that the Community Documents set forth a general scheme for the improvement and development of the property covered hereby and further evidences his agreement that all the restrictions, conditions, covenants, easements, rules, and regulations contained in the Community Documents shall run with the land and be binding on all subsequent and future lot Owners, grantees, purchasers, assignees, transferees, and trustees thereof. Furthermore, each such person fully understands and acknowledges that the Community Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future lot Owners. Each lot Owner covenants and agrees that the lots and the membership in the Association and the other rights created by the Community Documents shall not be separated or separately conveyed and each shall be deemed to be conveyed or encumbered with its respective lot even though the description in the instrument of conveyance or encumbering may only refer to the lot.

4.2 Member's Right to Vote. When a Member is in good standing, the Member shall be entitled to one vote in Association matters for each lot owned and one-half (1/2) vote for each one-half (1/2) lot owned.

4.2.1 Multiple Owners of a lot or half-lots may designate in writing to the Association the name of the individual who shall have authority to vote for the multiple Ownership. The vote for such lot may be exercised as the Owners among themselves determine, but in no event shall more than one (1) vote per lot will be allowed. The joint Owners may keep in the Association office a directive as to which of the joint Owners will be voting in general or during any specific election; that directive will be effective as long as it is on file on the date the ballots are mailed to Owners. In the event more than one (1) vote is cast for a particular lot and no directive is on file, the first cast ballot received shall be counted and the subsequent ballot shall be deemed void.

4.2.2 Non-Voting Lots. An original or amended numbered lot or half-lot from the plats of Units A through F will not have voting rights if (a) the lot lines have been abandoned or abolished due to incorporation into Common Areas of FGMHA or Three Parks Fairways, or if (b) the lot is the property of FGMHA or Three Parks Fairways. Lots belonging to Three Parks Fairways, if sold, may be subject to assessment obligations, as determined by the Board of Directors, and, if so, shall have voting privileges.

4.3 Association Organization and Responsibilities.

4.3.1 The Association. The Association is an Arizona nonprofit corporation charged with the duties and invested with the power prescribed by law and set forth in this Declaration, the Articles, and the Bylaws.

4.3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and by such Officers as the Directors may elect or appoint, in accordance with this Declaration, the Articles and the Bylaws, as they may be amended from time to time.

4.3.3 Personal Liability. No officer or director of the Board of Directors of the Association, member of any committee of the Association, manager, employee, or other agent of the Association, shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the officer or director of the Association, committee member, manager, employee, or other agent of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

4.3.4 Interpretation. Absent a judicial decision to the contrary, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In such case, the Board's determination shall be final, conclusive, and binding as to all property, persons, and entities subject to this Declaration.

4.3.5 Association Responsibilities. The Association, through the Board of Directors, is responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, management, operation, and liability of the Common Areas. The Association is, to the extent applicable, responsible for:

4.3.5.1 The enforcement of the provisions of the Community Documents;

4.3.5.2 The operation, maintenance, and repair of the Common Areas and improvements thereon;

4.3.5.3 The granting to any person easements or rights-of-way over Common Areas for any purpose that is of common benefit to the Members. The Association, however, may not, by act or omission, allow the Common Areas to be abandoned, partitioned, subdivided, sold or transferred without the prior approval of at least sixty per cent (60%) of the lot Owners;

4.3.5.4 The procurement of insurance covering all improvements which the Association is obligated to maintain against damage by casualty with such companies and with such limits as the Board deems appropriate;

4.3.5.5 The maintenance of such liability insurance as the Association deems necessary to protect the Members and the Board of Directors of the Association from liability for conditions existing and events occurring on or about the Common Areas, including, but not limited to, directors and officers' liability insurance for the Board of Directors of the Association;

4.3.5.6 The establishment and maintenance of such cash reserves as the Board of Directors in its sole discretion deems reasonably necessary for the maintenance and repair of the improvements for which the Association is responsible and for unseen contingencies;

4.3.5.7 The hiring, firing, supervision and paying of employees and independent contractors to carry out the obligations set forth in the Community Documents; and

4.3.5.8 The entering into of such agreements and the taking of such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above; the administration of the Association; and the operation and maintenance of the Common Areas and facilities located thereon.

4.4 Rules and Regulations of the Association. Unless otherwise stated herein, the Board is empowered to adopt, amend, or repeal at any special or regular open meeting of the Board, upon a vote of the majority of all the directors, reasonable rules, found in the Rules and Regulations, for the use and enjoyment of the Common Areas and their facilities. Upon adoption, the Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Rules pertaining to structures on or added to Owners' lots are found in Section A of the Rules and Regulations; those particular rules are adopted, amended, and repealed by a majority vote of the Members at an annual or special meeting, either in person or by absentee ballot, or by action of written ballot without a meeting.

Any new, amended or repealed rules shall take effect after thirty (30) days' written notice to the Owners unless the rules being adopted, amended or repealed have a compelling health or safety purpose or financial benefit to the Association, as determined by the Board, in which case seven (7) days' notice to the Owners is required.

The Rules shall not discriminate among Members except to reflect their different rights as provided herein and shall not be inconsistent with this Declaration, the Articles or the Bylaws.

4.5 Maintenance, Responsibility of Lot Owners. Each lot Owner shall maintain, repair, replace, and restore, at his own expense, all portions of his lot. Each lot Owner shall take all necessary action to keep his lot and improvements thereon clean and free from unsightly accumulation of trash, weeds, litter, and other items in weathered or poor condition. If a lot Owner fails to maintain his lot in good condition and repair, the Board of Directors shall notify the lot Owner in writing of the noncompliance. In the event the lot Owner fails to perform the obligations hereunder, the Association may give notice, that unless specified corrective action is taken within a specified time period, the Association may take whatever action is necessary to compel compliance, including pursuing legal action, and shall have the right, but not the obligation, to cause the required maintenance, repair or replacement to be performed. Any associated costs and attorney's fees incurred as a result, whether or not a lawsuit is filed, shall be charged to the non-performing lot Owner.

4.6 Access to Common Areas. Every Member in good standing shall have a right to use and enjoy all Common Area recreational facilities and any other real and personal property the Association may acquire. Such easements and rights shall be added to and shall pass with title to each and every lot. Such Easements and rights shall run in favor of and be for the benefit of the lot Owners. Such rights and Easement of use and enjoyment shall be subject to the Rules as established by the Board of Directors. Subject to the Community Documents, any Member may delegate his right of enjoyment to the Common Areas to his guests, tenants, and family members, who shall abide by the Community Documents. The Board of Directors shall have the right to limit the number of guests and invitees who may use the Common Areas at any one time and may restrict the use of the Common Areas by guests and invitees to specific times.

4.7 Right of Association to Enforce. The Association has the right to enforce the terms of this Declaration and the Rules and Regulations.

4.7.1 Enforcement Procedures. Upon identifying an alleged violation that will be enforced, the Association shall provide written notice to the Owner and will provide an opportunity to be heard and to remedy the violation. The Board may enforce this Declaration and the Rules in any manner provided by law or in equity and as provided in the Community Documents and Association policy. The latter may include, after written notice and an opportunity to be heard, the levying of a monetary penalty against an Owner, the suspension of an Owner's right to vote in community matters, and the suspension of an Owner's right to use common areas. At the Board's discretion, a violation of the Community Documents

by an Owner, his guests, tenants or family members, may be referred to the Association's attorney for further action; that might include an enforcement action in Superior Court or any other court or agency of appropriate jurisdiction.

All rights and remedies of the Association under the Community Documents or at law or in equity are cumulative and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy.

4.7.2 Failure to Enforce. The decision to pursue enforcement action in any particular case will be left to the Association's discretion, except that the Association may not be arbitrary and capricious in taking enforcement action. The Association's failure to enforce any provisions of the Community Documents is not deemed a waiver of its right to do so thereafter. No claim or right of action exists against the Association for failure of enforcement where: (a) the Association determines that its position is not strong enough to justify taking enforcement action; (b) a particular violation is not of such a material nature as to be objectionable to a reasonable person or to justify the expense and resources to pursue; or (c) the Owner asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so.

4.7.3 Cost of Enforcement. In the event the Association acts to enforce the terms of this Declaration, or the Rules, regardless of whether suit is filed, the Association shall be entitled to recover, in addition to any other remedy, reasonable reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner, which may be secured by a lien against the Owner's lot.

4.7.4 Monetary Penalties. The Board of Directors has the right to levy reasonable monetary penalties against a lot Owner for violation of the Community Documents; in its discretion, the Board may also rescind/forgive any monetary penalties.

4.7.5 Non-Conforming Buildings. Any building or structure, existing at the time of the adoption of this Declaration and that was not declared to be non-conforming by the Board of Directors prior, shall be exempt from enforcement of those details not in compliance with this Declaration.

4.8 Transfer Fees, Resale Disclosure Fees, and Impact Fees. The Board has the right to collect a transfer fee in such amount as is established from time to time by the Board of Directors, from each purchase of a lot; immediately upon transfer of title.

The Board has the right to collect from any Owner of a lot who sells his lot and who requires a disclosure statement from the Association in connection therewith a resale disclosure fee in such amount as is established from time to time by the Board in accordance with Arizona law.

The Board has the authority to adopt a resolution requiring all new first-time Owners at the time of purchase to pay an impact fee, the amount of which shall be determined by the Board from time to time and which shall be placed into a specified Association reserve fund.

4.9 Rentals or Leases. Owners of lots must submit names, contact information, and time period of rent or lease for the tenants to the FGMHA office. Tenants must meet the age restrictions of section 4.10 below and are required to show a governmental issued identification that bears a photograph and confirms that they meet said restrictions. Owners of lots shall be held responsible to ensure that tenants are aware of and comply with all FGMHA Community Documents. Owners of lots retain voting rights in Association matters provided all other voting qualifications are met, and tenants have no voting rights. If a developed lot is rented or leased, the tenant(s) shall have the rights and privileges to use Common Area amenities.

4.10 Age Restrictions. Florence Gardens is an age-restricted manufactured housing community intended to constitute housing for occupancy by at least one Person fifty-five (55) years of age or older per dwelling under the applicable Fair Housing Acts. Except as provided in Section 4.10.1, at least one occupant of each dwelling must be fifty-five (55) years of age or older. Except as provided in Subsection 4.10.2, no Person under forty (40) years of age shall occupy or reside in a dwelling. The requirements contained in this Section and sub-sections are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations now or hereafter issued.

4.10.1 For purposes of this Subsection, 'Age Qualified Resident' means a resident who is fifty-five (55) years of age or older, and 'Qualifying Resident' means a resident who is forty (40) years of age or older and meets one of the following requirements:

- (a) Was residing with the Age Qualified Resident prior to the death of the Age Qualified Resident;
- (b) Was residing with the Age Qualified Resident prior to the placement of the Age Qualified Resident in a facility for the care of the elderly or the disabled;
- (c) Was the spouse of the Age Qualified Resident and was residing with the Age Qualified Resident prior to the dissolution of the marriage with the Age Qualified Resident;
- (d) Inherits a lot by bequest or intestate succession, with occupancy of Property subject to Board approval; or
- (e) Is the spouse or life partner / cohabitant who resides with the Age Qualified Resident.

The Board may, but shall not be obligated to, permit a dwelling to be occupied by persons none of whom is fifty-five (55) years of age or older if one person is a Qualifying Resident. The Board may also permit a dwelling to be occupied by persons, none of whom is an Age Qualified Resident or a Qualifying Resident if the Board determines, in its sole and absolute discretion, that permitting such occupancy is necessary in order to avoid hardship on existing residents.

Any Qualifying Resident or other person requesting permission to occupy a dwelling pursuant to this Subsection shall submit a written request to the Board, and the Board may grant such permission unless the granting of the permission will result in less than ninety percent (90%) of the dwellings being occupied by one person fifty-five (55) years of age or older or may jeopardize (whether at the time of the request or in the future) Florence Gardens' status as 'housing for older persons' under the Fair Housing Acts.

In deciding whether to grant a request submitted pursuant to this Subsection, the Board shall exercise its sole and absolute discretion based upon criteria that the Board determines to be appropriate, including, without limitation, information then known to the Board concerning potential or pending changes in the occupancy of other dwellings in Florence Gardens, the ages of the persons requesting such permission, the proximity to age fifty-five (55) of occupants of other dwellings then under such age, and any other information deemed relevant by the Board.

Any request submitted to the Board pursuant to this Subsection shall list the names and ages of all proposed residents of the dwelling, the reason for the request and such other information as the Board may reasonably require.

4.10.2 A person under forty (40) years of age may occupy a dwelling as the guest of the residents of the dwelling for not more than thirty (30) days in any six (6) month period. A person under forty (40) years of age may occupy a dwelling as the guest of the residents for a period in excess of thirty (30) days if the Board determines that the circumstances of a particular situation are such that the failure to permit a person under forty (40) years of age to occupy the dwelling would constitute an undue hardship on such person or other residents of the dwelling.

The Board may permit a person who is eighteen (18) years of age or older but under forty (40) years of age to occupy a dwelling so long as the dwelling is also occupied by one or more such person's parents or legal guardians.

4.10.3 Each resident, if requested to do so by the Board, shall furnish the Board with the names and ages of all occupants of a dwelling and such government identification documents, affidavits and other Documents as the Board may request to verify the age of such occupants.

4.10.4 The Board shall adopt, publish and enforce such policies and procedures and Rules and Regulations as are deemed necessary in order to demonstrate an intent to provide housing for occupancy by at least one person fifty-five (55) years of age or older per dwelling and to maintain the status of Florence Gardens as housing for older persons under the Fair Housing Acts.

4.10.5 The age restrictions apply to all occupants, whether Owners, residents, tenants, or lessees, 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.

4.10.6 All advertising or sales, rental, or related material for the lots and dwellings within Florence Gardens must include reference to Florence Gardens as a 55 Plus Community and all agreements, leases or any other occupancy arrangements must disclose the existence of these policies and procedures.

4.11 Exceptions. The Board may, at its option and in extenuating circumstances, grant exceptions from the restrictions, limitations, Rules and Regulations set forth in the Community Documents of the Association if the Board determines in its discretion that (a) a restriction, limitation, rule or regulation therein would create an unreasonable hardship or burden on an Owner and (b) that the activity permitted under the exception will not have any substantial adverse effect on the other Owners in the Association and is consistent with the high quality of life intended for Association's residents.

4.12 Alternate Dispute Resolution. In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board or an Executive Committee to resolve the dispute informally and without the need for litigation. The request shall be made in writing. A response will be acknowledged within two (2) weeks of receipt of the request. The Board and the Owner may agree to an independent mediator to resolve the dispute.

ARTICLE V – BUILDING APPROVAL

5.1 Approvals Required. All applicable building project applications shall be obtained by the lot Owner or a person designated by the Owner to be his agent before any of the following are started: installation of a manufactured home with landscaping, the building or adding of any structures to a lot, and any additions, alterations or Improvements to the exterior of structures on a lot. Application is also required for removal of any building structure. Persons making applications for approved uses shall comply with federal, state, county, and local laws, statutes, ordinances, rules or regulations as well as those restrictions and rules found in these CC&Rs and the Rules and Regulations. The Architectural Committee, as established by the Board of Directors pursuant to the Bylaws, shall review a completed application on an approved form and determine whether the application is consistent with the approved uses on lots as found in these CC&Rs and in Section A of the Rules and Regulations.

5.2 Construction of Building Project. Upon receipt of approval from the Architectural Committee for any construction or modification, the Owner who has requested such approval shall proceed with the construction or modification approved by the Architectural Committee as soon as practicable and shall diligently pursue such construction or modification so that it is completed within such time as was approved by the Architectural Committee. In the event that the Owner abandons the approved project, the Owner must promptly notify the Architectural Committee.

5.3 Changes after Approval. Any change, deletion or addition to the plans approved must be made with the further review and subsequent written approval of the Architectural Committee.

5.4 No Warranty. The approval by the Architectural Committee of any construction or modification shall not be deemed a warranty or representation by the Architectural Committee as to the quality of such construction or modification or that such construction or modification conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

5.5 Improvements and Alterations to Structures. Any lot Owner may make interior modifications, alterations and improvements within his residence and other buildings on his lot without the prior written approval of the Architectural Committee. The lot Owner shall be responsible for any damage to other lots and/or to the Common Areas that result from any such interior additions, alterations, or improvements as well as exterior additions, alterations, improvements or removals from his lot. Approval shall not be required for an exterior repainting of the dwelling and any accessory buildings. The exterior paint scheme for the main color and the trim color(s) of the dwelling, garage or storage/utility/workshop structures shall match as closely as can reasonably be expected.

5.6 Right to Appeal. Any Owner whose building application has been disapproved by a majority vote of the Architectural Committee may seek Alternate Dispute Resolution (see 4.12). If the Owner seeks Alternate Dispute Resolution, they must do so before taking an appeal to the Board.

Any Owner may appeal any disapproval by the Architectural Committee to the Board of Directors within thirty (30) calendar days of receipt of the committee's decision. The notice of appeal by the Owner must be in writing and state the specific reasons for the appeal and the relief requested.

The Board shall set the date and time for a public hearing on the appeal and give the applicant and any interested party or parties notice of said hearing. The applicant and any other interested party or parties may testify and present evidence at the hearing. The date of the hearing shall not be sooner than fifteen (15) days nor later than thirty (30) days following receipt by the Board of the appeal except for good cause to move up or delay the hearing. The time for an appeal to the Board is suspended while the Owner is involved in Alternate Dispute Resolution. The Board shall issue a written decision within ten (10) business days after the hearing has been completed. The Board's decision shall be final.

Furthermore, if the Architectural Committee does not approve a change request made for an approved project, the Board of Directors may grant a variance to the requirements of these CC&Rs. However, the Board of Directors shall not grant use variances not related to the single family nature of Florence Gardens or contrary to the uses permitted in these CC&Rs unless that variance is a use allowed by state or local zoning laws, ordinances and rules.

5.7 No Waiver of Future Approvals. Approval by the Architectural Committee or the Board of Directors of building projects for any work done or proposed shall not be deemed to be a waiver of the right to withhold approval as to any similar project subsequently or additionally submitted to the Architectural Committee or the Board of Directors for approval.

5.8 Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any application or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; provided, however, that with respect to liability of a member, such member has acted in good faith on the basis of such information as may be possessed by that member.

ARTICLE VI – PLAN AND SITE REQUIREMENTS

6.1 Splitting and Combining of Lots. No lot shall be split except for the purpose of combining each half thereof with an adjoining lot or half lot; the ‘combining’ process is overseen by the Pinal County Assessor Office and results in an assigned unique parcel number for tax purposes. This ‘combined for tax purposes’ parcel is not a change of the platted Florence Gardens lots. In this document the term ‘combined lots’ refers to a deed description of more than one lot under one Owner’s name. Two half lots by themselves may not be combined if the access to each half lot fronts a different street. No combined lots can be split such that any half lot is created which is not subsequently adjoined to a full or half lot.

6.2 Property Lines, Easements and Setbacks. Determining the proper location of the property lines and easements are the responsibility of the Owner; such lines are required to be shown on the plot plan. A setback is the minimum distance on a lot between the property lines and the building area as required by the Town of Florence. In the case of lots combined by the county for tax purposes, the setback yard will follow the new tax parcel property lines.

6.3 Drainage. Any manufactured home, structure, or accessory building, landscaping, fence, wall or other improvement to a lot shall not be constructed, installed, placed or maintained in any manner that would obstruct or change the flow of water toward the front of the lot to the street.

6.4 Ground-Set. All manufactured homes must be ground-set at the level of the surrounding finished grade. All manufactured homes will have a concrete apron that is at least three feet wide and four inches deep, extending around the perimeter.

6.5 Single-Family Residential Use. Permitted uses of lots are limited to single-story, single-family manufactured homes. One dwelling and any of its associated accessory buildings will be situated per lot or per combined lots or split lots (not less than one lot in size).

6.5.1 Home Standards. Homes must meet any and all manufactured home standards set by Town of Florence Code.

6.5.2 Age of Home. Only manufactured homes no more than five (5) years old, as determined by the manufacturing date, shall be placed on any lots.

6.5.3 Size of Home. Manufactured homes shall be at least 768 square feet.

6.5.4 Required Elements for Home Installation Plan. The guidelines found on the *New Home Installation Application* shall be followed. Any carport, attached patio, concrete apron, and concrete driveway shall be part of the home installation design plan and shall be required to be installed within sixty (60) days of the home being placed on the lot.

6.6 General Landscaping. All lots must be landscaped within six (6) months of the home being placed on the lot. Combined lots shall have the same requirements as a single lot for landscaping purposes. Minimum landscaping (including driveways, any walkways to the home and an approved ground cover) shall be required to limit dust and weeds.

6.6.1 Vegetation. Any landscaping shall be done in such a manner as to maintain the local flora and fauna native to the Arizona area or is now generally used in Florence Gardens. Landscaping plants and trees shall be placed and maintained by the lot Owner so as not to encroach on an adjoining lot. Dead shrubs and trees shall be removed by lot Owner so as to not create a fire hazard to nearby lots or the Common Areas. In addition, all dead vegetation shall be removed by the lot Owner.

6.6.2 Fences and Walls. Fences and walls shall be installed or constructed according to current Rules and Regulations. Fences and walls on a lot shall be kept in good repair by the Owner.

6.6.3 Landscaping Lights. Spotlights, flood lights or other high intensity lighting shall not be installed, placed or utilized on any lot which in any manner shall allow light to be directed or reflected on any other lot or the Common Areas or any part thereof so as to create a nuisance to any other lot or occupant.

6.7 Accessory Buildings. An accessory building is a building that is subordinate and customarily incidental, related, and appropriate to the main building on the same lot or combined lots, including a private garage, but not involving any activity used for commercial or dwelling purposes. An accessory building may not alter the principal use of the lot or adversely affect other properties in Florence Gardens.

6.7.1 Height of Accessory Building. Town of Florence code for any accessory building shall dictate height limitation with the exception that fourteen feet (14') shall be the maximum height for any detached garage or storage/workshop/utility building.

6.7.2 Parking Structures and Driveways. A parking structure or structures on a lot shall mean either a carport/carports, or a garage/garages, or both. The parking structure must be unobstructed by any storage building or other structure that prohibits its use for parking. The floor of a parking structure shall be a concrete slab at least four inches (4") thick. The parking structure shall be connected to the street or the town right of way by a concrete driveway at least ten feet (10') wide and four inches (4") thick. The combined minimum size of the parking area or areas, whether under a carport or in a garage, shall be no less than 12 feet by 24 feet.

6.7.3 Carports. Carports will have metal, shingled, or tiled roofs and shall be attached to the home or garage or to a storage building and must meet the requirements of section 6.7.2 above. No fabric roofs are allowed.

6.7.4 Garages. No more than two garages, one of which may be free-standing, shall be built on any combined lots. If the combined lots consist of more than two platted lots, any free-standing garage must be situated on the lot with the home or the lot or half-lot nearest the home. The exterior of any garage must use the same paint color as on the current home, and the surface building material must be similar in appearance to that used for the home. A roof over a building that includes a garage and a workshop/utility room is allowed. The maximum length of the building will be 48 feet along the street side of the lot to which the driveway connects. One roof may cover a garage with a carport or covered patio or both. Maximum height of a free-standing garage is 14 feet. The maximum height of an exterior door into the garage is 9 feet measured from the concrete flooring.

6.7.5 Storage/Utility Sheds. A storage or utility shed (120 square feet or less) is traditionally placed under the carport or patio awning; it shall be on a concrete slab or concrete foundation and may be either attached or detached from the dwelling or another accessory building. All storage sheds shall be single-story. The architectural style, building materials and color scheme of the storage/utility shed must match that of the existing dwelling as closely as can reasonably be expected.

6.7.6 Detached Storage/Utility/Workshop Building. If a storage, utility or workshop building is detached and not under the awning of the dwelling, it shall be placed on a concrete slab or concrete foundation and will be anchored. Only one such storage/utility/workshop building larger than one hundred twenty square feet (120 sq. ft.) is allowed on the dwelling lot or the abutting and combined lot and must meet all requirements of 6.7.4 above.

6.7.7 Storage Cabinets. An attached or detached storage cabinet no taller than 8 feet is allowed. If attached to a dwelling, garage, or carport, it must be located on a concrete slab or concrete foundation. If located in a carport or a garage, the minimum parking area defined in 6.7.2 above must be maintained. A pre-manufactured, detached storage cabinet that is not under an awning must be anchored to a concrete slab or concrete foundation.

6.7.8 Elevated Deck. An elevated deck may be constructed on the roof of a garage or over a room addition to the home. In no case shall the height of the floor of the deck be above that of the ridgeline of the dwelling. A deck shall not be screened or walled over four feet (4') or roofed or canopied.

6.8 Bottled Gas. No bottled gas shall be used as a primary energy source for any dwelling in FGMHA.

6.9 Mechanical Devices. Mechanical devices on ground level, such as air conditioners, heat pumps, water softeners, etc., are not permitted in front of the dwelling on the street access side of the home; the exception is for any existing mechanical devices and their replacements, as necessary, in the same location.

ARTICLE VII – LOT USE

7.1 Home Occupation. A lot Owner or other resident may conduct a business activity within a lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot; (b) the business activity conforms to all applicable zoning ordinances or requirements of the Town of Florence; (c) the business activity does not involve the door-to-door solicitation of lot Owners or other residents of Florence Gardens; (d) the trade or business activity does not use flammable liquids or hazardous material in quantities not customary for residential use; and (e) the business activity is consistent with the residential character of Florence Gardens and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of lot Owners or other residents in FGMHA, as may be determined from time to time in the sole discretion of the Board of Directors. The leasing of a dwelling shall not be considered a trade or business within the meaning of this section.

7.2 Machinery and Equipment. Except as otherwise permitted by the Board, no lot Owner may place, operate or maintain machinery or equipment of any kind within the confines of Florence Gardens other than usual and customary machinery and equipment used in connection with the Owner's permitted uses of his lot. This section shall not apply to any such machinery or equipment that the Association may require for the construction, improvement, operation and maintenance of the Common Areas.

7.3 Storage and Parking of Vehicles.

7.3.1 Personal Vehicles. Personal vehicles shall mean automobiles, pickup trucks, golf carts, off-road vehicles and motorcycles belonging to the resident. Any one such vehicle shall not be so large that it will not fit into a standard-sized parking space. All personal cars, pickup trucks, and motorcycles must have a current license and registration, be operable, and be kept in a good state of repair and appearance.

7.3.2 Storage. Personal vehicles shall be stored in garages or carports. In addition to the vehicles listed in 7.3.1 above, boats, trailers and other similar type vehicles may be stored in the garage. Other vehicles shall be stored in the RV Storage Lot or outside of Florence Gardens.

7.3.3 Designated Parking. The carport, garage, and driveway are designated parking for personal vehicles. Any extra parking area shall be fully on a lot and shall have direct access from the lot to the street for the vehicles.

7.3.4 Common Area Parking. No vehicle shall be parked on any part of the Common Area for any purpose other than temporary parking. All vehicles shall be parked within the designated parking spaces marked on the paved parking areas.

7.3.5 Prohibited Parking. Motor homes, campers, camp trailers, boats and boat trailers, utility trailers and similar equipment and vehicles are prohibited from being parked in Florence Gardens on lots except for the purpose of loading, unloading, maintenance and cleaning. Parking for any of these reasons requires a permit that will not exceed 10 days at any one time or a total of 30 days in a calendar year. Permits issued by the FGMHA office will be logged in and out to provide information to enforce time restrictions.

7.3.6 Load and Unload. Commercial trucks, moving vans, storage pods, cargo trucks, or trailers of any kind are prohibited from parking in Florence Gardens except in an enclosed garage or to load and unload. They shall be loaded or unloaded and moved out of Florence Gardens without any unnecessary delay.

7.4 Motor Vehicle Repair and Towing of Vehicles. Other than temporary emergency repairs or routine maintenance, no vehicle shall be constructed or reconstructed except in a garage. No inoperable vehicle may be stored on any portion of Florence Gardens except in a garage. The Board of Directors shall have the right to have any equipment or vehicle that is parked, kept, constructed, or reconstructed in violation of the Community Documents towed away at the sole cost and expense of the owner of the equipment or vehicle.

7.5 Trash Containers and Collection. No household garbage shall be placed or kept on any lot or the Common Areas, except in covered containers provided by the Town of Florence. Containers for trash and for recycling shall be stored on the Owner's lot. Bulk trash shall be placed for pick up in accordance with requirements of the Town of Florence. Trash containers should be removed from the street no later than the day following pick-up. Trash containers should be stored as inconspicuously as possible.

7.6 Clotheslines. Only umbrella or pullout clotheslines shall be allowed on a lot.

7.7 Outside Storage. Stockpiling or placing of scraps of construction materials or objects designed for interior usage (all items so placed but not meant for immediate trash removal) shall be prohibited on the ground, in the carport or on a patio or around the manufactured home or any structure on the lot.

7.8 Pet/Animals. No animals other than generally recognized house pets (e.g., dogs, cats, and household birds), shall be maintained in Florence Gardens and then only if such house pets are kept or raised solely as domestic pets (and not for commercial purposes) within an Owner's lot. No pets are allowed inside Common Area facilities. Pets must be confined to the Owner's lot and restrained on a leash when walking off the Owner's lot. Owners are required to clean up after their pets at all times

7.9 Flagpoles. Flagpoles shall not exceed a height of 25 feet as measured from the ground.

7.10 Nuisances and Offensive Activity. No lot shall be used in whole or in part for the storage of rubbish of any character or for any activity that causes unreasonable odor or noise or that will be otherwise obnoxious. No lot Owner shall engage in any activity or permit any activity to occur on the properties which shall result in unusual, loud or obtrusive noises or sounds. All lots should be maintained in a clean and tidy condition.

7.11 Yard or Garage Sales. Yard or garage sales will be confined to the lot Owner's property and will not exceed three days in duration and are not to exceed three sales in a six-month period; registration for the yard or garage sales must be made by the lot Owner at the FGMHA office. One week before and one week after the yard or garage sale shall be considered ample time for setup and removal of items.

7.12 Signs. Any sign advertising business, products, or services is prohibited on any lot or in the Common Area, unless approved by the Board. However, a temporary open house sign, 'For Sale' or 'For Rent' sign, or a yard/carport/garage sale sign shall be posted on a lot where such activity is applicable and only for the least amount of time to accomplish the purpose for which the sign was erected; the Owner of that lot or his representative shall install the sign.

ARTICLE VIII – EASEMENTS

8.1 Utility Easements. No sewer, electrical lines, water lines, or other utility or service lines shall be installed or located on the Common Areas, except as initially installed or thereafter approved by the Board of Directors. This easement shall in no way affect any other recorded easements on the property.

8.2 Common Areas Easement. Common Areas easements are hereby created for ingress and egress for pedestrian and vehicular traffic, including emergency access and utility vehicles. An easement is also created in favor of the Association for the purpose of inspection, upkeep, maintenance, repair and replacement of the Common Areas.

8.3 Lot Owner's Easements. Subject to conditions imposed by the Community Documents, every lot Owner shall have a right and easement of enjoyment in and to the Common Areas. This right and easement shall pass with the title to every lot.

8.4 Lot Easements in Favor of Association. Owners of lots hereby grant to the Board of Directors and its representatives the right of easement for inspection of the lot and exterior improvements to verify compliance of provisions of the Community Documents. The Board of Directors is required to give reasonable notice to the lot Owner and to request a reasonable time for the inspection that requires access to the property before exercising this right of easement.

ARTICLE IX – ASSESSMENTS AND RESERVES

9.1 The Personal Obligation to Pay Assessments. Each Owner, upon the recording of a deed to any lot for which an assessment obligation exists, whether or not it shall be stated in such deed, agrees and covenants to pay the Association: (a) annual assessments or other related charges, and (b) special assessments. Assessments shall be established and collected as provided in this Article.

9.2 Creation of the Lien. Once an assessment or other charges or fees for a lot is due, the Association has by operation of law a lien on that lot. Recording of the Declaration constitutes record notice and perfection for a lien for assessments once they are due, for charges for late payment of assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those assessments. Such liens shall take priority over all other than liens, interests and encumbrances on a lot except: liens and encumbrances recorded before the recording of these CC&Rs; a recorded first trust deed or mortgage on the lot; a seller's interest in a first contract for sale on the lot prior to the FGMHA lien; a recorded first deed of trust on the lot, liens for real estate taxes and other governmental assessments or charges against the lot.

No lot shall be sold, transferred or conveyed by any Owner without all assessments and other related charges and fees having been paid in full. Upon the voluntary conveyance of a lot, the selling Owner and the buyer shall be and remain jointly and severally liable for the payment of all assessments levied against the lot prior to the closing of said sale and unpaid at the time of the conveyance, subject to the provisions of this Article.

Delinquent assessments, together with any interest, late fees, costs, and attorney's fees shall be the personal obligation of the person who was the Owner of such lot at the time the assessment was levied, and shall bind his heirs, devisees, personal representatives and assigns. Except as otherwise provided herein, the personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

9.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, and enjoyment of the residents in the Association, for the improvement and maintenance of the Common Area, enforcement of the Community Documents, the establishment of reasonable reserves for anticipated future expenditures for such purposes, and for such other and further items as may be necessary or required by the Association to carry out its intent and purposes as set forth in this Declaration.

9.4 Annual Budget and Annual Assessment. The Board shall adopt a balanced budget each fiscal year for the Association; the budget shall serve as the basis for determining the annual assessment, including appropriate reserves. The amount of the annual assessment may not be increased more than ten percent (10%) over the previous year's assessment without the affirmative vote of a majority of the Association's Members.

The Board shall fix the amount of the annual assessment against each lot with assessment obligations at least twenty (20) days in advance of the end of the current fiscal year. If the Board fails to fix the annual assessment prior to twenty (20) days in advance of the end of the current fiscal year, the annual assessment established for the preceding year shall continue until a new annual assessment is fixed.

Not less than twenty (20) days nor more than sixty (60) days prior to the annual assessment due date, and after the adoption of the budget, the Board shall send written notice of the annual assessment and the budget to every Owner subject thereto; however, failure to send or to receive written notice shall not eliminate an Owner's obligation to pay assessments. A half lot/split lot will have an assessment that is half of what is assessed for a lot.

Special Assessments. The Association may levy, in any fiscal year for a period not extending beyond ten (10) years, a special assessment. Special assessments may be recommended by the Board of Directors, in addition to the annual assessment for: (a) constructing capital improvements; (b) correcting an inadequacy in the current operating account; (c) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Common Areas; or (d) paying for such other matters as the Board may deem appropriate for the property or the good and welfare of the Members.

Special assessments require the approval by majority vote of all Members.

9.5 Exemption of Lot Owner. No lot Owner may exempt himself from liability for payment of assessments, monetary penalties and other fees and charges levied pursuant to the Community Documents for nonuse of any of the Common Areas and facilities or by abandonment of his lot or by allegation that the Board of Directors is not performing its obligations under the Association's Community Documents.

An original or amended numbered lot from the plats of Units A through F or any half-lot created thereafter will not have assessment obligations if (a) the lot lines have been abandoned or abolished due to incorporation into Common Areas of FGMHA or Three Parks Fairways, Inc. or if (b) the lot is the property of FGMHA or Three Parks Fairways, Inc. Lots and half-lots currently owned by Three Parks Fairways, Inc. which are subsequently sold may have assessment obligations thereafter if so determined by the Board.

9.6 Uniform Rate of Assessment, Due Dates and Delinquency Assessments. All annual assessments and special assessments must be fixed at a uniform rate for all lots for which an assessment obligation exists. The Bylaws shall state the annual assessment due date and delinquency date, and the Board shall establish the due date for any special assessment and its delinquency date.

9.7 Reserve Funds:

9.7.1 Funding the Reserve. The Association shall maintain a separate reserve account with the funds therein being used for the periodic maintenance, repair and replacement of all or part of the Common Area, as required hereunder. A reserve fund for any specified capital improvement costing over an amount set in the Bylaws shall be established by the Board when a majority of the Members approve the specified capital improvement and its funding plan. To the greatest extent possible, any reserve fund shall be funded by a portion of the annual assessment of Owners rather than by special assessments. This provision shall not be deemed to limit the power of the Association to levy any assessment or charge authorized by this Declaration.

9.7.2 Management of Reserves. The reserves which are collected as part of the annual assessment in an amount determined by the Board shall be deposited by the Association in separate bank accounts to be held in trust for the purposes for which they are collected or allocated. The Board is only responsible for providing for such reserves as the Board, in good faith, deems responsible, and no Member of the Board is liable to any Owner or to the Association if the amount in the reserve account proves to be inadequate.

9.8 Effect of Non-Payment of Assessments; Remedies of the Association. The Association, or its authorized representative, may enforce the obligations of any Owner to pay the Association in any manner provided by law or in equity, or without any limitation to the foregoing, by either or both of the following procedures:

9.8.1 Civil Action. The Board may cause a civil action to be commenced and maintained in the name of the Association against any Owner who is personally obligated to pay delinquent assessments, late fees, collection costs, attorney's fees, and any other related charges. A proceeding to recover a judgment for unpaid assessments may be maintained without the necessity of foreclosing or waiving the Association's lien.

9.8.2 Foreclosure of Assessment Lien. The Board may cause a civil action to be commenced in the name of the Association against an Owner to foreclose its assessment lien against the Owner's lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all lots purchased at such sale. Despite any other provision of this Declaration, the Association's remedies are not exclusive and the pursuit of a money judgment shall not preclude a subsequent action for foreclosure, and vice versa, nor shall any action taken by the Association be deemed an election of remedies.

9.9 Subordination of the Lien to First Mortgages; Sale or Transfer of Lots. The lien for assessments provided herein, including without limitation any fees, costs, and late charges that may be levied by the Association in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage.

The sale or transfer of any lot pursuant to foreclosure of any such first mortgage or any proceeding in lieu thereof, including a deed in lieu of foreclosure, or cancellation or forfeiture of such executory land sales contract, shall extinguish the lien of assessments or charges which become due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, cancellation or forfeiture, or any such executory land sales contract. However, any such delinquent assessments or charges, including late charges, costs, and reasonable attorneys' fees, which are extinguished as provided herein, may be expressly assumed by a successor owner.

No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of such executory land sales contract, shall relieve any Owner of a lot from personal liability for any assessments or related charges thereafter becoming due. In the event of foreclosure of a first mortgage or the taking of a deed in lieu thereof, such first mortgage shall not be liable for unpaid assessments or other charges that accrued prior to the acquisition of title to the lot in question by such first mortgage.

IN WITNESS WHEREOF, the President and the Secretary of the Association have executed this Amended and Restated Declaration on the 22nd day of May, 2019.

Blenda Alil Kaskett
President

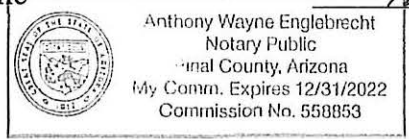
Emily A. Arbetson
Secretary

STATE OF ARIZONA)
)ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by the President and the Secretary of Florence Gardens, known to me to be the persons so identified.

Anthony Wayne Englebrecht
Notary Public

My Commission Expires: 12-30-2022



9.9 Subordination of the Lien to First Mortgages; Sale or Transfer of Lots. The lien for assessments provided herein, including without limitation any fees, costs, and late charges that may be levied by the Association in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage.

The sale or transfer of any lot pursuant to foreclosure of any such first mortgage or any proceeding in lieu thereof, including a deed in lieu of foreclosure, or cancellation or forfeiture of such executory land sales contract, shall extinguish the lien of assessments or charges which become due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, cancellation or forfeiture, or any such executory land sales contract. However, any such delinquent assessments or charges, including late charges, costs, and reasonable attorneys' fees, which are extinguished as provided herein, may be expressly assumed by a successor owner.

No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of such executory land sales contract, shall relieve any Owner of a lot from personal liability for any assessments or related charges thereafter becoming due. In the event of foreclosure of a first mortgage or the taking of a deed in lieu thereof, such first mortgage shall not be liable for unpaid assessments or other charges that accrued prior to the acquisition of title to the lot in question by such first mortgage.

Attached for clarification purposes only.

IN WITNESS WHEREOF, the President and the Secretary of the Association have executed this Amended and Restated Declaration on the 22nd day of May, 2019.

Belinda Divil Kuskott

President

Emily J. Neuberger

Secretary

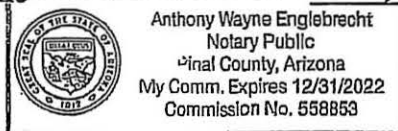
STATE OF ARIZONA)
)ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by the President and the Secretary of Florence Gardens, known to me to be the persons so identified.

Anthony Wayne Englebrecht
Notary Public

My Commission Expires:

12-30-2022



BR



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded mail to:

Florence Gardens Mobile Homes Association
3830 N. Florence Blvd
Florence, AZ 85132

DATE/TIME: 07/18/2019 1627
FEE: \$30.00
PAGES: 3
FEE NUMBER: 2019-057947

(The above space reserved for recording information)

FGMHA
NOTICE OF CORRECTION TO AMENDED & RESTATED DECLARATION
UNIT D
DOCUMENT TITLE

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

**FGMHA
NOTICE OF CORRECTION TO AMENDED & RESTATED DECLARATION
UNIT D**

This Notice of Correction to the Amended & Restated Declaration is made this 18th day of July, 2019 by the Board of Directors of the Florence Gardens Mobile Homes Association ("FGMHA" or "Association"), an Arizona non-profit corporation on behalf of the corporation.

RECITALS

WHEREAS, on May 29, 2019, the Association recorded an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Florence Gardens at Instrument Number 2019-041667, Official Records of the Pinal County Recorder's Office (the "2019 Declaration");

WHEREAS, on June 21, 2019, the Association recorded a Supplemental Attachment to the 2019 Declaration to include all the signatures of the Owners who had submitted a signed concurrence form in favor of the 2019 Declaration [See Fee Number 2019-049478, Official Records of the Pinal County Recorder's Office];

WHEREAS, Lots 1140 through 1180 were correctly identified in the 2019 Declaration as Lots within Unit D;

WHEREAS, subsequently, the Association discovered that some Lot numbers [Lots 1040 - 1065 inclusive; Lots 1066 - 1075 inclusive; 1076 - 1102 inclusive; 1103 - 1119 inclusive; Lots 1120] had been inadvertently omitted from inclusion in the Description of Unit D in the 2019 Declaration;

WHEREAS, the Association seeks to provide notice of this error and wishes to include the omitted Lot numbers;

NOW, THEREFORE, the Association hereby submits, as an attachment to the 2019 Declaration, this notice of correction with the Lot numbers that were inadvertently omitted from the 2019 Declaration.

Per Book 18 of Maps, Page 37 - Unit D is comprised of all of the following Lots –

Lots 1040 – 1065 inclusive; Lots 1066 - 1075 inclusive; 1076 - 1102 inclusive; 1103 - 1119 inclusive; Lots 1120 - 1140 inclusive; Lots 1141 - 1160; and Lots 1161 – 1180 inclusive.

CERTIFICATION

I, Gail Haskett, President of FGMHA hereby certify that the Board of Directors, at a meeting duly noticed and held on the 18th day of July, 2019, acknowledged that the above-referenced Lot numbers had been inadvertently omitted from the 2019 Declaration; and that this Notice of Correction is intended to include the omitted Lot numbers in the 2019 Declaration.

EXECUTED this 18th day of July, 2019.

FGMHA

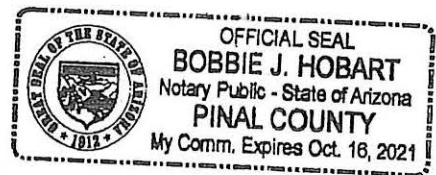
Gail Haskett, President

By: Gail Haskett
Its: President

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged on this 18 day of July 2019, by Gail Haskett, in her representative capacity as President of the Florence Gardens Mobile Homes Association.

[Signature]
Notary Public



10/16/21
My Commission Expires