

NORTHTOWN  
AMENDED AND RESTATED  
DECLARATIONS OF RESTRICTIONS

This Amended and Restated Declaration of Restrictions for Northtown is made as of the 7<sup>th</sup> day of March, 2003, by the Lot Owners who have executed this instrument, as evidenced by the signature pages attached hereto.

RECITALS

A. A Declaration of Restrictions For Northtown Unit Three-A ("Declaration") was recorded on July 12, 1971 in Docket No. 8811, Pages 274-284, records of Maricopa County, Arizona, for the purpose of establishing the nature of use and enjoyment of the real property known as Northtown Unit Three-A and legally described therein;

B. A Declaration of Restrictions And of Annexation For Northtown Unit Three-B was recorded in Docket No. 9325, Pages 147-148, records of Maricopa County, Arizona, for the purpose of annexing Northtown Unit Three-B and subjecting same to the Declaration;

C. A Declaration of Restrictions And of Annexation For Northtown Unit Three-C was recorded in Docket No. 11418, Pages 312-313, records of Maricopa County, Arizona, for the purpose of annexing Northtown Unit Three-C and subjecting same to the Declaration;

D. A First Amendment to Declaration of Restrictions was recorded in Document No. 91-0599899, records of Maricopa County Arizona.

E. The Declaration, at Article VI, Section 3, provides that the Declaration, after twenty (20) years from the date of recording thereof, may be amended by an instrument signed by not less than seventy-five (75%) of the Lot Owners.

F. The Lot Owners who have execute this Amended and Restated Declaration of Restrictions For Northtown, being not less than seenty-five (75%) of the Lot Owners of Northtown, desire to further amend and to restate the Declaration in the manner set forth herein.

AMENDMENT AND RESTATEMENT

Now, therefore, the Lot Owners amend and restate the Declaration in its entirety as follows:

## ARTICLE I – DEFINITIONS

Section 1. “Association” shall mean and refer to NORTHTOWN HOMEOWNERS’ ASSOCIATION, INC., its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described as follows:

- (i) Tracts A, C and D Northtown Unit Three-A according to the plat of record in the office of the County Recorder of Maricopa County in Book 134 of Maps, Page 2.
- (ii) Tracts A, B, C, D, E, F, G, H, inclusive Northtown Unit Three-B, according to the plat of record in the office of the County Recorder of Maricopa County in Book 146 of Maps, Page 39.
- (iii) Trusts A, B, and E, Northtown Unit Three-C, according to the plat of record in the office of the County Recorder of Maricopa County in Book 175 of Maps, Page 19.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and shall be any portion of a Numbered Recorded lot which split into more than one lot for more than one ownership of a multi-unit structure.

Section 6. “Townhouse” – any dwelling having two or more living Units (i.e. duplex, triplex, etc.). Each such townhouse unit will be constructed on its own lot. Said lot shall have all rights and privileges and responsibilities as single family detached lots.

## ARTICLE II – PROPERTY RIGHTS

Section 1. Owners’ Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members, agreeing to such dedication or transfer, has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his/her right of enjoyment to the Common Area and Facilities to the members of his/her family, tenants or contract purchasers who reside on the property.

Section 3. Party Walls. The rights and duties of the owners of townhouses, (i.e. duplex, triplex, etc.), within this project with respect to party walls shall be governed by the following:

A. Each wall including patio walls, which is constructed as a part of the original construction of the townhouse multi-family structure, any part of which is placed on the dividing line between separate townhouse units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants; and to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto;

B. In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his/her guests, tenants, licensees, agents or members of his/her family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner;

C. In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his/her agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense;

D. Notwithstanding any other provision of this article, an owner who by his/her negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements;

E. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title;

F. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his townhouse in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner;

G. In the event of any dispute arising concerning a party wall under the provisions of the Article, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator and the decision shall be by the majority of all the arbitrators.

### ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Class A. Class A members shall be all Owners and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

### ARTICLE III – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be as expressed in each deed, is deemed to covenant and agree to pay to The Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing Lien upon the property against which each such assessment is made. On any aid lot under one ownership which has a multi-unit structure constructed thereon, the Assessment

shall be multiplied by the number of Units in said multi-unit structure.. (The sole intent and purpose of this stipulation is to equitably collect from any rental tenant living within the subdivision his proportionate share of the expenses of the Common Area Facilities which are at his immediate disposal.) Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of sch property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by The Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty Dollars (180.00) per each improved Lot; and twenty-five percent (25%) of the said assessment per each Improved Lot for each Undeveloped Lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three percent (3 %) above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three percent (3 %) by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose, or by mail ballot.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at meeting duly called for this purpose, or by mail ballot.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than

60 days in advance of the meeting. At the first such meeting called, the presence of 60 members or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting;

Section 6. Uniform Rate of Assessment. Both Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. However, the amount of the assessment in any one year and from year to year may vary between Undeveloped and Improved Lots.

On any said Lot under one ownership which has a multi-unit structure constructed thereon, the assessment shall be multiplied by the number of units in said Multi-unit structure.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of each month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date in accordance with the interest rate as established by the Board of Directors, per A.R.S. The Association may bring an action-at-law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V – ARCHITECTURAL CONTROL

Section 1. Required Approval: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

### Section 2. Structures and Lots

A. Importing Structures: No buildings or structures shall be moved from other locations onto said Lots.

B. No dwelling shall be erected having a ground floor living area of less than 700 square feet.

C. None of said Lots shall be used for residential purposes prior to installation thereon of water-flush toilets, and all bathrooms, toilets, or sanitary conveniences shall be inside the buildings permitted hereunder and connected to the City sewer system.

D. None of said Lots shall be re-subdivided into smaller Lots or conveyed or encumbered in less than the full original dimension of such Lot as shown on the Recorded Plat. Nothing herein contained shall prevent the granting of easements or dedication or conveyance of portions of Lots for roads, alleys or public utilities, in which event, the remaining portion of any such Lot shall for the purpose of this provision be treated a whole Lots.

Section 3. Structural Requirements: Owners are responsible for the proper and timely care and maintenance of all exterior surfaces of any structure on their lot.

A. The frontmost exterior wall or roofline of any dwelling unit, porch, patio or garage shall not be less than eight (8) feet from the front Lot line.

B. Fences or screens may not obstruct sight lines for vehicular traffic.

C. Driveways may be widened only to the nearest Lot line.

- D. Carports may only be converted to enclosed garages for the intended purpose of storing vehicles.
- E. Garage doors shall be of the multi-panel, overhead rail type.
- F. Carports may not be used for open storage.

## ARTICLE VI – PERMISSIONS AND PROHIBITIONS

Section 1. Animals: No animals, livestock or poultry shall be kept on any premises of Lot other than standard household pets. All pets must be kept under their owner's direct control at all times when off their owner's property. City of Phoenix codes for pet registration and health requirements shall apply.

Section 2. Signs: No signs, pamphlets or billboards of a commercial nature shall be permitted except for:

- A. One "For Sale" or one "For Rent/Lease" sign, designating the sale, rental or lease availability of said posted dwelling. "For Sale", "For Rent/Lease" signs, with regard to size and location, shall comply with Arizona Board of Realtors standards;
- B. One "security" sign per dwelling; dwelling "security" signs, with regard to size and location, shall comply with that industry's standards;
- C. Signs required by legal proceedings;
- D. Any other signs shall be permitted only with the approval of the Board of Directors.

### Section 3. Conducting Business:

- A. No business of any kind or character whatsoever shall be conducted on any premises, Lot or part thereof, that would result in increased vehicular traffic or in any other way be discernible by sight, sound or smell, from surrounding lots or Common Area;
- B. No business shall be conducted which may be illegal or which may endanger the health or unreasonably disturb the owner or resident of any Lot;
- C. No theater, bar, restaurant, saloon or other place of entertainment, or institution, or other place for the care of children, the sick, physically or mentally, may ever be erected, placed or permitted to remain on any premises, Lot or any part thereof.

Section 4. Nuisances: The Board of Directors shall have the right to define a “nuisance”.

A. Unsightly Objects: No unsightly object or nuisance shall be erected, placed or maintained upon any premises, Lot or any part thereof. The use of anything which may endanger the health or unreasonably disturb the owner or residents of any Lot is prohibited.

B. Noises: No noise will be permitted that would unreasonably disturb the owner or residents of any Lot, this may include barking dogs, construction, maintenance and/or party noises.

Section 5. Vehicles and Equipment:

A. Except as otherwise noted herein, all vehicles, RVs, trailers and similar equipment shall be parked, operated and stored in accordance with state, county and city statutes, regulations and ordinances.

B. No vehicle, trailer or other equipment or materials shall be kept overnight on the street or in the front yard of and Lot, excepting visitors’ passenger vehicles. Any Board member may grant permission for trucks, RVs and/or trailers to be parked overnight at the Clubhouse parking areas.

C. No motor vehicle may be operated and no trailer may be utilized within Northtown unless it is currently registered, licensed, properly insured for liability.

D. Unlicensed, two-wheel motorized scooters, skateboards and motorized skateboards are prohibited.

Section 7. Common Area Parking: No vehicle, trailer, equipment or materials shall be stored on any portion of the Common Area without a valid Association Permit to do so. Said permit shall be granted in accordance with rules and regulations adopted by the Board of Directors.

A. Submission of Association request form, to include map of requested area and intended use thereof.

B. Review by and approval of the Board of Directors. The Association Seal shall serve to validate the permit.

C. The requestor shall be required to maintain the Common area in a condition such as it was prior to the permitted use.

D. Common Area Use Permits are NOT transferable and permission may be terminated by the Association, without cause by a thirty (30) day written notice of

intent. Violation of any of the terms of use shall result in an immediate revocation of the Permit.

E. The requestor shall pay for all related fees and possible costs incurred by the Association. A refundable security deposit and/or fee may also be charged by the Association for designated uses.

Section 8. Age Restrictions: One spouse, or member of each household shall have attained the age of fifty-five (55) years or older and no resident shall be less than eighteen (18) years of age. Physically handicapped individuals shall be exempt from the provisions of this restriction, and individuals temporarily visiting for less than thirty (30) days shall not be considered as residents.

## ARTICLE VII – LOT CARE AND MAINTENANCE

Each Owner is responsible for the proper and timely care and maintenance of the landscaping of his/her Lot, to include visual harmony with the surrounding Lots, architecture and landscaping.

Section 1. Each Lot shall be maintained free of rubbish, trash, garbage or excess building materials, and the same shall be removed from the premises and not allowed to accumulate thereon.

Section 2. Clotheslines and areas for the storage of any kind of equipment, supplies or materials shall be kept screened by an adequate planting or fencing so as to conceal the same from all adjacent lots and streets.

Section 3. Garbage and Recycling collection containers shall be stored behind the front house line. Containers may be placed at the curb from 5 p.m. the day before scheduled collection until 10 p.m. of the day they are emptied. Other refuse or bulk trash placement shall be in accordance with State, County and City ordinances and notices.

Section 4. Lots are to be kept free of weeds. Weeds or free-seeding grasses in desert landscape areas or in cracks or long walls, driveways, walk-ways or fence edges are not to exceed six (6) inches.

## ARTICLE VIII – GENERAL PROVISIONS

Section 1. Enforcement. The Association, or an Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of an one 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.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land; they shall be automatically extended for successive periods of ten (10) years following the date of original recording. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the Lot Owners have executed this Amended And Restated Declaration of Restrictions as of the date set forth above.

See Attached Signature Pages for Signatures of Lot Owners

AMENDMENT TO  
NORTHTOWN AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

This Amendment to the Northtown Amended And Restated Declaration of Restrictions is made as of the 6<sup>th</sup> day of October, 2014, by the Owners who have executed this Amendment, as evidenced by the signature pages attached hereto (“Consenting Owners”).

Recitals

A. The Northtown Amended And Restated Declaration of Restrictions (“Declaration”) was recorded on March 11, 2003, at Document No.2003-0302886, records of Maricopa County, Arizona, for the purpose of re-establishing a general plan for the development, sale, and use of the real property known as Northtown, and which is legally described in the Declaration.

B. Unless otherwise defined herein, each capitalized term in this Amendment shall have the meaning given to such term in the Declaration.

C. Article VIII, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent(75%) of the Lot Owners.

D. The Consenting Owners desire to amend the Declaration in the manner set forth in this Amendment.

E. This Amendment is signed by not less than 75% of the Lot Owners.

Amendment

NOW, THEREFORE, the Consenting Owners hereby amend the Declaration as follows:

1. Article I (“Definitions”), Section 4 (“Common Area”) of the Declaration, is amended by the addition of the following at the end of said Section:

“Provided, however, that the following portions of Common Area, being Of no common use or enjoyment by Owners and unduly burdensome to the Association, are hereby declassified as such and shall no longer be deemed Common Area under this Declaration:

- (i) Portions which abut the side yards of Lots 210A, 210K, 211A, 211K 129, and 128; and
- (ii) Portions which abut rear Lot lines and were enclosed by a wall Or fence prior to May 31, 2014.

The Board of Directors, in its discretion, and upon such terms as it may determine, shall be authorized to quitclaim each such portion to the Owner of the adjoining Lot.”

2. In the event of any conflict in the provisions between this Amendment and the Declaration, this Amendment shall control. Except as amended by this Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Consenting Owners have signed this Amendment.

[Signatures Attached]

**SECOND AMENDMENT TO  
NORTHTOWN AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

This Second Amendment to the Northtown Amended and Restated Declaration of Restrictions is made as of this 22nd day of April, 2021, by the Owners who have executed this Second Amendment, as evidenced by the signature pages attached hereto (“Consenting Owners”).

**Recitals**

**WHEREAS**, the Northtown Amended and Restated Declaration of Restrictions (“Declaration”) was recorded on March 11, 2003 at Document Number 2003-0302886, in the records of Maricopa County, Arizona, for the purpose of re-establishing a general plan for the development, sale, and use of the real property known as Northtown, and which is legally described in the Declaration;

**WHEREAS**, the Declaration was amended on November 6, 2014, at Document Number 2014-0738369, in the records of Maricopa County, Arizona (“First Amendment”);

**WHEREAS**, unless otherwise defined herein, each capitalized term in this Second Amendment shall have the meaning given to such term in the Declaration;

**WHEREAS**, Article VIII, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners;

**WHEREAS**, the Consenting Owners desire to amend the Declaration in the manner set forth in this Second Amendment;

**WHEREAS**, this Second Amendment is signed by not less than seventy-five percent (75%) of the Lot Owners;

**Second Amendment**

**NOW THEREFORE, the Consenting Owners hereby amend the Declaration as follows:**

1. By adding the following language in a new Section 10 of Article IV, as follows:

Section 10. Reserve Contribution Fee. Any Person or entity that acquires title to a Lot shall pay to the Association, immediately upon becoming the Owner of the Lot, a reserve contribution fee in the

amount of \$550.00 (which fee may be increased or decreased by the Board by no more than 10% every 3 years from the recording of this amendment). The reserve contribution fee shall be added to the reserve account of the Association.

2. In the event of any conflict in the provision between this Second Amendment and the Declaration, this Second Amendment shall control.
3. Except as amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Consenting Owners have executed this Second Amendment to the Northtown Amended and Restated Declaration of Restrictions as of the date set forth above.

\*\*\*See Attached Signature Pages for Signatures of Lot Owners\*\*\*