

# DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

## KB HOME AT SUMMIT AT SOUTH MOUNTAIN

Recorded in the Official Records of the Maricopa County Recorder on June 6, 2002.

Declarant: KB Home Phoenix Inc.

This Declaration establishes the covenants, conditions, restrictions, easements, and obligations governing the Summit at South Mountain community.

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## RECITALS

KB Home Phoenix Inc. owned the property located in Phoenix, Arizona and intended to develop the community known as Summit at South Mountain.

The developer established a nonprofit corporation known as the Summit at South Mountain Community Association to:

- manage common areas
- enforce community covenants
- collect and administer HOA assessments
- maintain shared property

These covenants run with the land and are binding on all present and future owners and occupants.

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## ARTICLE 1 – DEFINITIONS

Key terms used throughout the Declaration include:

Affiliate – an entity controlling or controlled by another entity.

Agency – FHA, VA, Fannie Mae, Freddie Mac, or other lending institutions.

Articles – Articles of Incorporation of the Association.

Annual Assessments – HOA dues established by the Board.

Assessments – any fees, dues, fines, penalties, or charges imposed under the Declaration.

Association – Summit at South Mountain Community Association.

Board – the Board of Directors of the Association.

Common Areas – property owned or maintained by the Association for community use.

Lot – any parcel of land intended for residential development within the community.

Owner – the record owner of a Lot.

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## **ARTICLE 2 – PROPERTY AND PERSONS BOUND BY THIS DECLARATION**

All lots, owners, occupants, tenants, and guests within the community are bound by these covenants.

The declaration applies to all property within the Summit at South Mountain development and remains attached to the land.

Owners must ensure that tenants and guests comply with HOA rules.

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## **ARTICLE 3 – EASEMENTS AND RIGHTS OF ENJOYMENT**

Property owners have certain rights related to common areas including:

- access to community facilities
- utility easements
- maintenance easements
- access for repairs or improvements

The association may enter property when necessary to maintain community infrastructure.

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## **ARTICLE 4 – DESIGN CONTROL**

An Architectural Review Committee (ARC) is established to review exterior changes to properties.

Approval may be required for:

- exterior construction

- landscaping changes
- fencing
- structural improvements

The committee may approve variances when appropriate.

If no committee exists, the Board of Directors assumes these responsibilities.

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## **ARTICLE 5 – PERMITTED USES AND RESTRICTIONS**

Lots may only be used for residential purposes.

The declaration regulates the following:

Animals and pets

Garbage storage and disposal

Clothes drying facilities

Window coverings

Garage and driveway use

Construction and improvements

Heating and air conditioning units

Solar panels

Antennas and towers

Basketball goals

Vehicle parking and storage

Fences and obstructions

Leasing of homes

Landscaping requirements

Signs

Dust control

Nuisances

Drainage

Party walls between properties

These rules are intended to preserve the character and appearance of the community.

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## **ARTICLE 6 – ORGANIZATION OF THE ASSOCIATION**

The Summit at South Mountain Community Association is responsible for community governance.

Responsibilities include:

- maintaining common areas
- enforcing CC&Rs
- adopting rules
- managing finances

The Association operates through a Board of Directors elected by homeowners.

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## **ARTICLE 7 – MEMBERSHIP AND VOTING**

Each lot owner automatically becomes a member of the Association.

Voting rights are tied to property ownership.

Owners may vote on matters including:

- election of directors
  - amendments to governing documents
  - certain community decisions.
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## **ARTICLE 8 – ASSESSMENTS**

The Association may levy assessments to fund operations.

Types of assessments include:

Annual assessments

Special assessments

Transfer fees

Working capital contributions

Unpaid assessments may result in:

- liens against the property
  - legal collection actions
  - foreclosure proceedings.
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## **ARTICLE 9 – USE OF ASSOCIATION FUNDS**

Funds collected by the HOA may be used for:

- maintenance of common areas
  - landscaping
  - insurance
  - administrative expenses
  - repairs and improvements
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## **ARTICLE 10 – RIGHTS AND POWERS OF THE ASSOCIATION**

The Association has authority to:

- enforce community rules
  - enter contracts
  - maintain common areas
  - collect assessments
  - adopt regulations governing community operations.
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# ARTICLE 11 – MAINTENANCE

The Association is responsible for maintaining:

- common areas
- public rights-of-way
- certain walls and fences adjoining common areas.

Costs of maintenance may be assessed to owners when appropriate.

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# ARTICLE 12 – TERM, AMENDMENTS, AND TERMINATION

The CC&Rs remain in effect for the term specified in the document and may be amended with the required homeowner approval.

Certain amendments may also require approval from mortgage lenders or government agencies.

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# ARTICLE 13 – EMINENT DOMAIN AND INSURANCE

The Association may obtain insurance covering:

- common areas
- liability
- property damage

The declaration also outlines procedures if property is taken by eminent domain.

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# ARTICLE 14 – ADDITIONAL TERMS

Includes legal provisions governing enforcement and interpretation of the declaration.

Topics include:

- enforcement of violations
- notice procedures

- severability of provisions
  - interpretation of the covenants
  - annexation or removal of property from the community.
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## **FINAL SECTION**

These covenants are binding upon all owners, tenants, occupants, and successors of property within the Summit at South Mountain community.

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