## AZ. CORP. COMMISSION FILED

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# AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE VILLAGE AT SUN CITY GRAND CONDOMINIUM ASSOCIATION

#### ARTICLE I NAME AND PERPETUAL DURATION

The name of the corporation is La Solana Condominium Association (hereafter called the "Corporation"). The Corporation is a non-profit corporation under Arizona law, A.R.S. §10-3101, et seq. and A.R.S. §33-1241. The period of duration shall be perpetual.

#### ARTICLE II STATUTORY AGENT

CT Corporation, whose address is 3225 N. Central Avenue, Phoenix, Arizona 85012, is the statutory agent of this Corporation.

## ARTICLE III ADDRESS OF THE CORPORATION

The address of the known place of business of the Corporation is 14950 W. Mountain View Blvd., Surprise, Arizona 85374.

## ARTICLE IV PURPOSE AND POWERS OF THE CORPORATION

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to promote the health, safety and welfare of its Members and to provide for architectural control of the condominium in Maricopa County, City of Surprise, Arizona known and marketed as La Solana Condominium at Sun City Grand (legally recorded as The Village at Sun City Grand) (the "Property") and maintenance and preservation of certain Common Elements and other areas of responsibility of the Corporation. The subdivision is governed by the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for The Village at Sun City Grand Condominium, known and marketed as La Solana Condominium at Sun City Grand (the "Declaration") recorded in the office of the Maricopa County Recorder, and any capitalized terms not otherwise defined herein shall have the meanings assigned to them by the Declaration.

The Corporation shall have the power to participate in mergers and consolidations with other corporations organized for the same purposes or annex additional residential property, streets, roadways or alleys in accordance with A.R.S. § 33-1201 et seq. (the "Arizona Condominium Act"). Consolidation or annexation, except as otherwise provided in the Declaration, shall have the assent of at least sixty-seven percent (67%) of the votes of Members at a quorum of Members voting in person or by proxy.

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The Corporation shall not carry on any activities not permitted to be carried on by a homeowners association exempt from Federal Income Tax under Section 528 of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Revenue Law.

#### ARTICLE V MEMBERSHIP

Membership shall be determined as provided in the Declaration. Each Owner of a Unit within the Property shall be entitled to membership, and membership shall be appurtenant to such ownership.

#### ARTICLE VI VOTING RIGHTS

The Members' voting rights shall be determined as provided in the Declaration. Members shall have one (1) vote for each Unit owned.

#### ARTICLE VII INITIAL BUSINESS

The character of business that the Corporation initially intends actually to conduct in this state is the operation of a condominium homeowners association and the maintenance of such Common Elements and other properties as may be described in the Declaration as areas of responsibility of the Corporation.

## ARTICLE VIII BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors of not less than three (3) persons who shall be elected as provided in the Bylaws. The number and term of Board members shall be provided in the Bylaws of the Corporation.

## ARTICLE IX DISSOLUTION

The Corporation may be dissolved only in accordance with the provisions of the Declaration and in accordance with the Arizona law.

## ARTICLE X LIMITATION OF DIRECTORS' LIABILITY

The personal liability of the directors to the Corporation for monetary damage for any action taken or any failure to take any action as a director is eliminated to the fullest extent permitted by A.R.S. § 10-3202(B)(1), as it may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code.

## ARTICLE XI INDEMNIFICATION

The Corporation may indemnify any person against liability and expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably suffered or incurred by reason of the fact that he/she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity, in all circumstances in which, and to the extent that, such indemnification is permitted by A.R.S. §§ 10-3851 and 10-3856, as such provisions may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code. Any indemnification hereunder shall be made by the Corporation only as authorized by the Board of Directors pursuant to A.R.S. § 10-3855, as it may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code.

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or was serving at the request of the Corporation as a director or officer, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such whether or not the Corporation would have had the power to indemnify him against such liability under this Article.

The indemnification herein above permitted shall not be exclusive of any rights to which any director or officer of the Corporation may otherwise be entitled by law, including mandatory indemnification under A.R.S. § 10-3852.

## ARTICLE XII MANDATORY PROCEDURES

As more specifically set forth in the Mandatory Procedures section of the Declaration, the Corporation is limited in the manner in which it may bring civil actions. The Mandatory Procedures described in the Declaration are in addition to and shall not be construed to conflict with any requirements under the laws of the State of Arizona.

## ARTICLE XIII AMENDMENT

These Articles may be amended by the vote of Unit Owners owning at least two-thirds (2/3) of the Units within the Property, but no amendment may conflict with the Declaration or affect any reserved rights or privileges or exemptions of the Declarant, and amendments shall first be proposed by the Board of Directors to the extent required by law. During the Period of Declarant Control, however, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), as applicable, if such agencies have previously approved of these Article of Incorporation upon application by Declarant: annexation of additional property (unless already provided for in the Declaration or in a phasing plan approved by FHA or VA, in which case Declarant may accomplish such Annexation without further consent), mergers and consolidations, mortgaging of Common

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Elements, dedication of Common Elements, dissolution and amendment of these Articles. Amendment of the Corporation Bylaws may be made by the Board of Directors of the Corporation, subject to amendment or repeal by the vote of not less than two-thirds (2/3) of each Class of Members voting at a meeting at which a quorum of members is present. Declarant reserves the absolute right of its own volition, and without any other consent, to amend these Articles should such amendment be required in order to achieve compliance with the regulations of FHA, VA or the Federal National Mortgage Association.

## ARTICLE XIV CONFLICTS

In the case of any conflict between the terms hereof and the Declaration, the Declaration shall always control, and in the case of a conflict with the Bylaws, these Articles of Incorporation shall control.

DATED: 10-10-2003

THE VILLAGE AT SUN CITY GRAND CONDOMINIUM ASSOCIATION

To 14 0000

Peter A. Wells, President

**CT** CORPORATION

#### La Solana Condominium Association

C T CORPORATION SYSTEM, having been designated to act as statutory agent of the above corporation, hereby consents to act in that capacity until it is removed, or submits its resignation, in accordance with the Arizona Revised Statutes.

Dated: October 14, 2003

CT Corporation System

Candice L. Mallernee, Assistant Secretary

EXPEDITED

AZ GORP COMMISSION

FILED

#### ARTICLES OF INCORPORATION

OF

## SUN CITY GRAND COMMUNITY ASSOCIATION, INC. (An Arizona Nonprofit Corporation)

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Article 1. <u>Name</u>. The name of the corporation is Sun City Grand Community Association, Inc. ("Association").

- Article 2. <u>Nonprofit Corporation</u>. The Association is formed as a nonstock, nonprofit corporation under the laws of the State of Arizona, Title 10, Chapter 22, Article 2, Arizona Revised Statutes.
- Article 3. <u>Principal Office</u>. The mailing address of the initial principal office of the Association is 6001 North 24th Street, Phoenix, Arizona 85016.
- Article 4. <u>Definitions</u>. All capitalized terms used herein which are not defined shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Sun City Grand, recorded or to be recorded in the Office of the County Recorder of Maricopa County, Arizona ("Declaration").
- Article 5. <u>Purposes</u>. The purposes for which the Association is organized, and the character of affairs which the Association initially intends to actually conduct in Arizona, are:
- (a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws of Sun City Grand Community Association, Inc. ("By-Laws"), and as provided by law; and

- (vi) to borrow money for any purpose, subject to such limitations as may be contained in the Declaration or By-Laws;
- (vii) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;
- (viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;
- (ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and
- (x) to provide for any and all supplemental municipal services to the real property subject to the Declaration as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law; the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article.

(b) The Association shall make no distributions of income to its Members, directors, or officers.

#### Article 7. Members.

(a) The Owner of each Lot shall be a Member of the Association and shall be

office until their successors are elected and qualified, or until removed, are as follows:

Kimball Bannister III 13950 Meeker Boulevard Sun City West, Arizona 85375 Thomas A. Kirk 13950 Meeker Boulevard Sun City West, Arizona 85375

Robert C. Venberg 6001 N. 24th Street Phoenix, Arizona 85016

Each of the foregoing persons has consented to be a director.

- (c) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of directors shall be as set forth in the By-Laws.
- (d) The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

Article 10. <u>By-Laws</u>. The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by the Class "B" Member or the Class "A" Members in the manner provided in the By-Laws.

Article 11. Liability of Directors, Officers and Committee Members. To the fullest extent that Arizona law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and committee members, no director, officer or committee member of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

#### ACCEPTANCE OF STATUTORY AGENT

By execution below, Robert C. Venberg agrees to serve as statutory agent for this corporation, until such time as written notice of resignation or appointment of another agent is given.

Robert C. Venberg
Date: 7/12/96



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-0622006 05/15/03 14:31
8 of 17

For Recorder's Use

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When Recorded Return To:

Rudiger H. Fettig, Esq.
Colorado & Santa Fe Land Company
2400 Industrial Lane, Unit 1520
Broomfield, Colorado 80020

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RECIPROCAL LASEMENT AND USE AGREEMENT

THIS RECIPROCAL EASEMENT AND USE AGREEMENT (the "Agreement") is made and entered into as of this 12 day of May, 2003, by and among THE VILLAGE AT SUN CITY GRAND CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation ("Association"), SUN CITY CONDOS, INC., a Colorado corporation ("SCCI"), and CANYON VIEW APARTMENTS, LLC, a Colorado limited liability company ("Canyon View").

#### RECITALS

- A. Pursuant to that certain Declaration of Condominium and of Covenants, Conditions and Restrictions for The Village at Sun City Grand Condominium, recorded in Instrument No. 03-0622004, Maricopa County Records (the "Declaration"), Units 1-252 and Common Blements as shown on the plat for The Village at Sun City Grand Condominium, recorded in Book 635 of Maps and Plats at Page 245, Maricopa County Records (the "Plat"), were converted into a condominium ("Condominium").
- B. Sun City Condds, Inc., a Colorado corporation ("Declarant") is the Declarant under the Declaration.
- C. The Plat reflects two separate parcels, Phase I and Phase II. SCCI and Canyon View are the owners of Phase II. SCCI and Canyon View are collectively referred to herein as "Apartment Owner."
  - Apartment Owner intends to continue to use Phase II for rental apartments.
- E. Declarant and Apartment Owner withdrew Phase II from the Condominium pursuant to that certain Notice of Withdrawal, recorded in Instrument No. 03-0622005. Maricopa County Records.

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- F. The parties hereto wish to grant, for the benefit of the Condominium and Apartment Owner, and their respective owners, members, residents, tenants, invitees, licensees, employees, agents, successors and assigns, certain reciprocal easements over the following property:
  - (i) All of the Common Elements as shown on the Plat, excluding, however, any Limited Common Elements except as otherwise expressly provided in Section 1.2 with respect to carports; and
  - (ii) Phase II of the Plat, but excluding under any permanent building structure constructed thereon and the real property below such permanent building structures (collectively, the "Easement Property").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### Grant of Easements.

- Owner, and Apartment Owner hereby grants and conveys to the Association, for the benefit of the Condominium and Apartment Owner and their respective owners, members, residents, tenants, invitees, licensees, employees, agents, successors and assigns, non-exclusive reciprocal easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Easement Property. Association further grants and conveys to Apartment Owner, and Apartment Owner further grants and conveys to the Association, for the benefit of the Condominium and Apartment Owner and their respective owners, members, residents, tenants, invitees, licensees, employees, agents, successors and assigns, non-exclusive reciprocal easements for ingress and egress for pedestrian and vehicular traffic, over, through and across such driveways and uncovered parking areas located within the Easement Property as from time to time may be paved and intended for such purposes, except that such easement shall not extend to any assigned parking spaces of "Unit Owners" as defined in the Declaration.
- 1.2 <u>Parking Easement</u>. Association hereby grants and conveys to Apartment Owner, for the benefit of Apartment Owner and its respective tenants, invitees, licensees, employees, agents, successors and assigns, an exclusive easement for parking of vehicles within the carports located on the Easement Property which carports are identified on Exhibit A attached hereto.
- 1.3 <u>Utility Easement</u>. Association hereby grants and conveys to Apartment Owner, and Apartment Owner hereby grants and conveys to the Association, for the benefit of the Condominium and Apartment Owner and their respective owners, members, residents, tenants, invitees, licensees, employees, agents, successors and assigns, non-exclusive reciprocal easements upon, across, over and under the Easement Property for reasonable ingress, egress, installation, replacing, repairing or maintaining all utilities, including, but not limited to, gas,

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water, sewer, telephone, cable television and electricity, which service the improvements within the Condominium and Phase II.

- 1.4 <u>Use and Enjoyment</u>. Association hereby grants and conveys to Apartment Owner, and Apartment Owner hereby grants and conveys to the Association, for the benefit of the Condominium and Apartment Owner and their respective owners, members, residents, tenants, invitees, licensees, employees, agents, successors and assigns, non-exclusive reciprocal easement for use and enjoyment in and to the Easement Property and any improvements thereon, including without limitation, recreational and fitness facilities.
- 2. <u>Use of Basements: No Public Dedication</u>. The easements hereby created may be used and enjoyed by the Association and Apartment Owner and their respective owners, members, residents, tenants, invitees, licensees, employees, agents, successors and assigns in accordance with the terms set forth herein. Notwithstanding the foregoing, the provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easement Property.
- 3. <u>Term of Easement</u>. The easements set forth in this Agreement shall continue in effect until such time as Phase II is annexed into the Condominium. Upon the termination of the easements, each party shall upon the request of the other party, execute a document in recordable form evidencing the termination of this Agreement.
- 4. <u>Signage</u>. The parties may install entrance identification monument signs within the Basement Property, provided that such signs comply with any applicable statutes and ordinances. All signs and the location of such signs are subject to the reasonable approval of the other party.
- 5. <u>Limitation of Easements</u>. Each party has the right to locate or relocate vehicular parking areas, sidewalks, paths, walks, lanes, roadways, water mains, sanitary sewers, storm sewers, gas mains, telephone cables, television cables, power lines and any other utilities, located upon, over, or under portion of the Easement Property owned by such party in its sole and absolute discretion, without cost, liability or obligation to the other.

#### 6. Maintenance and Repair of the Easement Property.

- 6.1 Ratable and Proportionate Shares. Association shall maintain, repair, replace, repave, resurface or operate private streets or private roadways or any open space, recreational or other common facilities located upon the Easement Property. Apartment Owner shall pay its proportionate share of the cost of maintenance, repair, and necessary improvements of the Easement Property, based upon a ratio, the numerator of which is the combined square footage of all of the Apartments ("Apartments Square Footage") and the denominator is the sum of the square footage of all Units within the condominium and the Apartments Square Footage.
- 6.2 Obligation to Pay Ratable and Proportionate Shares. Prior to December 31 of each year this Agreement is in effect, Association shall send to Apartment Owner an invoice evidencing Apartment Owner's proportionate share of the cost of maintenance, repair and necessary improvements of the Easement Property. Apartment Owner's proportionate share shall be due upon receipt of such invoice and shall accrue interest at eighteen percent (18%) per annum if not paid within thirty days of receipt. Apartment Owner's obligation pay its 268860.2

proportionate share shall run with the land and shall be an obligation binding upon Apartment Owner and its successors and assigns.

- Liens and Fines. To secure Apartment Owner's payment obligations hereunder, Apartment Owner consents and agrees that a lien shall exist upon Phase II to secure such payment. Upon the failure of Apartment Owner or its successors and assigns to pay timely Apartment Owner's payment obligations hereunder, such payment obligations shall constitute a lien upon Phase II, which lien shall accrue interest at the rate of eighteen percent (18%) per annum from the date due, and which lien may be foreclosed in the manner of a realty mortgage pursuant to Arizona law. In addition, should such payment obligations remain delinquent for thirty days or more following written notice of default, then a fine in an amount equal to ten percent (10%) of the delinquent amount shall be assessed, and such fine shall become a part of the payment obligations due and shall similarly be secured by the lien herein granted. Association or its successors may, but shall not be required to, record a Notice of Default which shall give record notice of the default by Apartment Owner in the payment of its payment obligations herein and of the accumulation of the interest and fines. The lien established and created hereby shall be junior and subordinate to the lien of any first mortgage or first position deed of trust, and upon foreclosure of any such mortgage or deed of trust, or upon the acceptance of a deed in lieu thereof, the purchaser, grantee, beneficiary or first mortgagee shall take title free of any lien accruing or owing for periods of time prior to such time and shall have no liability therefore. No such foreclosure or other proceeding in lieu thereof shall in any way release Apartment Owner from the liability incurred prior to such foreclosure or other proceeding.
- 6.4 <u>Damage or Destruction</u>. Notwithstanding the above, except for ordinary wear and tear, it shall be the responsibility of the Association or Apartment Owner, as applicable, to repair any damage caused by such party's respective owners, members, residents, respective tenants, invitees, licensees, employees and agents, to the Easement Property.
- 7. Insurance. Each party shall carry general comprehensive liability insurance for the Easement Property in an amount not less than \$1,000,000.00 for any single occurrence and \$2,000,000.00 general aggregate, naming the other party as an additional insured. In addition Association shall carry property insurance for the Easement Property and any improvements thereon in an amount not less than one hundred percent (100%) of the current replacement cost of the Easement Property and any improvements thereon, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy.
- Easements Run With Land. The easements granted herein upon the Easement Property shall be deemed both benefits and burdens appurtenant to and running with and burdening the real estate included in the Condominium and Phase II, and may be used and enjoyed by the Association and Apartment Owner and their respective owners, members, residents, tenants, invitees, licensees, employees, agents, successors and assigns.
- 9. <u>Rules and Regulations: Declaration</u>. Association reserves the right to establish from time to time reasonable and non-discriminatory rules and regulations to governing use of the Easement Property. In addition, Apartment Owner and its respective tenants, invitees, licensees,

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employees, agents, successors and assigns, agree to comply with any and all terms, provisions, conditions, covenants, and agreements contained in the Declaration relating to use of the Easement Property, including, but not limited to, Sections 4.5, 6.2, 6.3, 7.8, 7.9, 7.10, 7.12, and 7.13, and any Rules adopted in accordance with the Declaration.

<u>Default/Remedies</u>. If either party to this Agreement breaches any of the duties or obligations imposed upon such party under the terms, provisions, conditions, covenants or agreements contained herein and such default continues for thirty (30) days after notice from the non-defaulting party (the "Non-Defaulting Party") to the defaulting party (the "Defaulting Party"), then the Non-Defaulting Party shall have the right to: (1) seek injunctive relief to require the Defaulting Party to pay or perform such duties or obligations or to cease and desist such abuse or misuse; (2) seek compensation or damages arising or resulting from the failure of the Defaulting Party to pay or perform such duties or obligations or to cease and desist from such abuse or misuse; (3) cause such duties or obligations to be paid or performed, in which event all sum's expended by the Non-Defaulting Party in causing the duties or obligations of the Defaulting Party to be paid or performed shall become a personal demand obligation owed by the Defaulting Party to the Non-Defaulting Party from the date such sums as expended by the Non-Defaulting Party, which sums shall bear interest at the rate of eighteen percent (13%) per annum or the highest rate permitted by applicable law, whichever is lower, from the date expended by the Non-Defaulting Party until repaid by the Defaulting Party and shall be subject to collection by suit in any court of competent jurisdiction; (4) exercise any remedy specifically provided for elsewhere in this Agreement; or (5) exercise all rights or remedies otherwise available at law, in equity or by statute. All rights and remedies shall be cumulative and not exclusive. It is expressly agreed that time is of the essence in the performance of all terms, provisions, conditions, covenants or agreements contained herein.

#### 11. Miscellaneous Terms and Conditions.

- 11.1 Power to Execute this Agreement. Both parties warrant and represent to the other that each has the power and authority to enter into this Agreement, and that there are no other agreements to which either is a party that would threaten or impair the ability to comply with the terms and conditions set forth herein.
- 11.2 <u>Attorneys' Fees, Jurisdiction and Venue</u>. The prevailing party in any lawsuit, appeal or other proceeding brought to enforce or to otherwise implement the terms and conditions of this Agreement shall be entitled to an award of attorneys' fees and costs.
- 11.3 <u>Construction</u>. This Agreement shall be construed in accordance with the laws of the State of Arizona. This Agreement is intended to represent the mutual agreement of the parties hereto and shall not be strictly construed against either party. This instrument shall be given a reasonable construction so that the intentions of the parties hereto are implemented.
- 11.4 <u>Arbitration</u>. In the event of any dispute arising between the parties hereunder, the matter shall be arbitrated in accordance with the rules of commercial arbitration then-obtaining with the American Arbitration Association ("AAA"), Phoenix, Arizona. A single arbitrator experienced in arbitrating real property matters such as those provided for in this Agreement

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shall preside, and if the parties cannot agree upon an arbitrator, the AAA shall appoint one. The arbitrator's costs and fees shall be divided equally between the parties, unless the arbitrator awards otherwise. The arbitrator's decision shall be final subject to the exceptions outlined in the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and judgment may be entered upon same. The arbitrator shall control discovery in the proceedings and shall award the prevailing party its reasonable attorneys' fees and costs.

- 11.5 <u>No Agency Relationship</u>. Nothing set forth herein shall imply any agency or partnership between the parties hereto.
- 11.6 <u>Amendments</u>. No oral modification or amendment of this Agreement shall be effective unless the modification or amendment is reduced to writing, signed and notarized by each of the parties hereto.
- 11.7 <u>Notice</u>. Any notice given pursuant to this Agreement shall be in writing, and shall be personally delivered or deposited in the United States mail, postage prepaid, certified and return receipt requested, to the parties as follows:

If to Association:	1	14950 W. Mountain View Blvd. Surprise, Arizona 85374
If to Apariment Owner:	; ; ;	
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Notices shall be deemed given when personally delivered, or five business (5) days after deposit in the United States mail as provided above. Any party hereto may give written notice of a change of address to the other party as provided above.

- 11.8 <u>Counterparts</u>. The parties hereto agree that this Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument. Any such executed Agreement shall be binding upon each party who may sign a counterpart of this Agreement.
- 11.9 <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, that such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.
- 11.10 <u>Severability</u>. Wherever possible, each provision of this Agreement shall be interpreted in such a manner so as to be valid under applicable law, but if any provision of this Agreement shall be invalidated or prohibited, then such provision shall be ineffective to the extent of such prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

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11.11 Merger. All prior written or oral covenants, agreements, representations and warranties between the parties hereto shall be deemed to have been merged into this Agreement. This Agreement constitutes the complete, exclusive and final expression of the parties' intent and, as such, supersedes all prior arrangements, understandings and representations made by either party to the other prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

THE VILLAGE AT SUN CITY GRAND CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation

Title:

CANYON VIEW APARTMENTS, LLC, a Colorado limited liability company

Name: Mercel J.C. Arsenault

Title: Manager

SUN CITY CONDOS, INC., a Colorado corporation

By:

Name: Peter A. Wells

Title: President

(Signatures notarized on the next page)

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STA	TE OF COLORADO )	
- Cou	)s mty of Broomfield )	<b>\$</b> .
Pete Aria	r A. Wells, the President c	at was acknowledged before me this $14$ day of May, 2003 by The Village of Sun City Grand Condominium Association, and behalf of the limited liability company.
Му	Commission Expires: 1-4-	Notary Public
,	TE OF COLORADO )	SUMMER LYNN YUBETA Notary Public State of Colorado
	)s nty of Broomfield )	
Mar liab	cel J.C. Arsenault, the Ma	it was acknowledged before me this 14 day of May, 2003 by mager of Canyon View Apartments, LLC, a Colorado limited the limited liability company.
		James March
Му	Commission Expires: /- 4	OU Modry Public I
cieva		SUMMER LYNN YLIBETA Notery Public State of Colorade
. !	ATE OF CÓLORADO )	55.
COŲ.	nty of Broomfield )	. ge
Pete	The foregoing instrumer r A. Wells, the President of oration.	it was acknowledged before me this 14 day of May, 2003 by f Sun City Condos, Inc., a Colorado corporation, on behalf of the
My	commission expires: 1-4-	Nowing Public Jan 120 All
26886		SUMMER LYNN YURETA Notary Public State of Colorado

When Recorded Return To:

Rudiger H. Fettig, Esq. Colorado & Santa Fe Land Company 2400 Industrial Lane, Unit 1520 Broomfield, Colorado 80020 OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-1467001 10/22/03 08:41

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For Recorder's Use

## AMENDMENT TO RECIPROCAL EASEMENT AND USE AGREEMENT

#### RECITALS

- A. SCCI, Canyon View and the Association are parties to that certain Reciprocal Easement and Use Agreement recorded in Instrument No. 03-0622006, Maricopa County Records.
- B. SCCI is the ("Declarant") is the Declarant under the Declaration and is now the sole owner of Phase 1. Canyon View is now the sole owner of Phase 2, and is the "Apartment Owner" referenced in the Reciprocal Easement and Use Agreement.
- C. Because of changed circumstances, the parties wish to amend the Reciprocal Easement and Use Agreement to reflect changes in the carports allocated to Canyon View.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Exhibit A</u> to the Reciprocal Easement and Use Agreement is hereby replaced with the attached <u>Exhibit A</u>.
- 2. All other terms and provisions of the Reciprocal Easement and Use Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

THE VILLAGE AT SUN CITY GRAND CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation

CANYON VIEW APARTMENTS, LLC, a Colorado limited liability company

· 6	
Ву:	T. C. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19
Name:	TETER P. WELLS
Title:	THAT A TO A CALLETTE

By: March K. Whene
Name: Sharon K. Eshima
Title: Manager

SUN CITY CONDOS, INC., a Colorado corporation

By: TER A WELL!

Name: RESIDENT

STATE OF <u>COLORADO</u>) ss. County of <u>BROOMFIELD</u>)

The foregoing instrument was acknowledged before me this 134 day of October, 2003 by Veter A. Wells, the Vesident of The Village of Sun City Grand Condominium Association, an Arizona nonprofit corporation, on behalf of the limited liability company.

Motary Public

My Commission Expires:

1/4/2006

SUMMER LYNN YUBETA Notary Public State of Colorado

Exhibit A

## Carports for use by Apartment Owner

Umit	Carport	Umit	Carport
9	247	34	244
10	242	35	19
11	21	36	24
12	22	189	135
21	246	191	138
22	243	201	136
23	20	203	139
24	23	213	137
33	245	215	140

#### LENDER CONSENT OF COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK

The undersigned lender hereby consents to the foregoing Amendment and agrees that such Amendment shall continue in effect following the foreclosure of its deed of trust or any other acquisition of the Easement Property by the undersigned.

DATED: October 10, 2003.

COMMERCIAL FEDERAL BANK, A FEDERAL SAVINGS BANK

By: frank 1Bays
Name: Feaneth 1Baggs
Title: Vice President

#### SUN CITY GRAND COMMUNITY ASSOCIATION, INC. CALENDAR YEAR 2004 BUDGET JANUARY I THROUGH DECEMBER 31, 2004

TOTAL OPERATIONS BUDGET Recreation Center 7,351,903 Golf Operations 6,256,243 TOTAL REVENUE 13,608,146 Cost of Sales 442,649 GROSS PROFIT 13,165,497 Payroll 5,976,694 Utilities 1,454,496 Operating Expenses 5,324,091 Repairs and Maintenance 504,145 TOTAL EXPENSES 13,259,426 SURPLUS/(DEFICIT) (93,929)DEVELOPER SUBSIDY 70,032 NET SURPLUS/(DEFICIT) (23,897) The Sun City Grand Community Association Board of Directors passed this Calendar Year January 01-December 31, 2004 Budget on November 18, 2003. A detailed version of the budget is available for review at the Membership Desk in the Sonoran Plaza.

The Total Operations Budget is the summation of the Recreation Center and Golf Operations. The Developer Subsidy budgeted for the calendar year period is figured as the Total Deficit plus capital assets purchases less depreciation expense (See the subsidy calculation below).

Developer Subsidy Ca	iculati	on
Total Deficit	\$	93,929
Add: Capital Assets		93,936
Less: Depreciation		(117,833)
Developer Subsidy	\$	70,032

RECREATION CENTER BUDGET						
Annual Assessments	\$	6,055,380				
Other Revenue		1,296,523				
TOTAL REVENUE		7,351,903				
Cost of Sales		238,649				
GROSS PROFIT		7,113,254				
Payroll		2,537,710				
Utilities	ļ	917,996				
Operating Expenses		3,315,247				
Repairs and Maintenance		220,055				
TOTAL EXPENSES		6,991,008				
		***************************************				
SURPLUS/(DEFICIT)	3	122,246				

The Recreation Center Budget is comprised of the following departments:

Administration - Executive Director, Accounting, Membership and Compliance. Fitness - management and operation of Adobe Spa and Fitness Center and Cimarron. Activities - Special Events, Newsletter, Room Rental and Scheduling, Chartered Club Administration, Channel 22 and Del Webb Live.

Facilities Maintenance - maintenance and housekeeping for all buildings and amenilies, Common Area Landscaping - maintenance and groundskeeping for all common areas.

GOLF OPERATIO	NS BUDGET	
Golf Fees	\$	5,612,363
Other Revenue		643,880
TOTAL REVENUE		6,256,243
Cost of Sales		204,000
GROSS PROFIT		6,052,243
Payroll		3,438,985
Utilities	Ì	536,500
Operating Expenses	,	2,008,843
Repairs and Maintenance		284,090
TOTAL EXPENSES		6,268,418
SURPLUS/(DEFICIT)	S	(216,175)

The Golf Operations Budget is comprised of the Pro Shops and Maintenance Departments of Desert Springs, Granite Falls (North and South courses) and Cimarron.

SUN CITY GRAE COMMUNITY ASSOCIATION, INC. OPERATING RESULTS AT 11-30-03 TOTAL OPERATIONS

			***************************************	
	Nov-03	Nov-03	Variance	<u></u>
TOTAL OPERATIONS	Actual	Budget	Fav/(Unfav)	Actu
Recreation Center	\$ 544,678	\$ 504,254	\$ 40,424	\$ 5,41
Golf Operations	. 547,572	618,683	(71,111)	4,92
TOTAL REVENUE	1,092,250	1,122,937	(30,687)	10,33
Cost of Sales	43,993	46,819	2,826	40.
GROSS PROFIT	1,048,257	1,076,118	(27,861)	9,93
	-			
Pavroll	452,917	521,910	68,993	5,21
se	114,970	111,420	(3,550)	1,24
Operating Expenses	427,534	386,419	(41,115)	4,35
Repair and Maintenance	50,166	38,125	(12,041)	47
TOTAL EXPENSES	1,045,587	1,057,874	12,287	11,28
OPERATING SURPLUS/(DEFICIT)	\$ 2,670	\$ 18,244	\$ (15,574)	\$ (1,350
Denreciation & Amortization	9,791	9,606	(185)	106
Capital Assets Purchased	•	t		72
DEL WEBB SUBSIDY	(12,460)	(27,850)	15,390	1,31
NET OPERATING SURPLUS/(DEFICIT)	\$ (9,791)	(909'6) \$	\$ (185)	?E) \$

		Ĺ					i			i		 			١. ا	Ħ	
												 ~~~~					
Variance	Fav/(Unfav)	269,977	(518, 193)	(248,216)	80,401	(167,814)	418,040	41,514	294,516	(2,560)	751,511	583,696	4,254	13,030	(566,412)		17,284
_	Ü.	63				ļ						4A				-	400
<u></u>	Budget	5,144,345	5,443,305	10,587,650	483,669	10,103,981	5,632,399	1,284,570	4,646,134	475,075	12,038,178	(1,934,197)	111,089	59,000	1,882,108		(52,089)
		69										ŧ,					43
	Actual	5,414,322	4,925,112	10,339,434	403,268	9,936,167	5,214,359	1,243,056	4,351,618	477,635	11,286,667	(1,350,501)	106,835	72,030	1,315,696		(34,805)
		69										49					492
						~~~~	***************************************					 	1		**********	have	***********

		69		
W/W	CY03	(623,066)	(723,115)	
		69		
				-
Variance	Fav/(Unfav)	\$ 761,078	(177,381)	
QL,	Budget	(1,332,682) \$	(601,515)	
		69		
ATD DTY	Actual	(571,604) \$	(778,896)	

Fav/(Unfav) Variance

Budget Nov-03

Nov-03 Actual

Operating Surplus/(Deficit)

Recreation Center Golf Operations 583,696

(1,934,197)

(1,350,501) \$

₩,

(8,543)

47

18,244

IJ?

2,670

Total Operating Surplus/(Deficit)

50,994 (59,637)

(82,789) \$ 101,033

(31,795) 34,465

	10 W	~
9 70	786,630 172,226	614,403
in in	18, 23	4
Variance av/(Unfav	(E)	လ်
Variance Fav/(Unfav)		
64m	₩	\$
	୍ତି ତ୍ର	(2)
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ge 33	,409,696 (550,889	99
Budget CY03	(1,409,696) (550,889)	(1,960,585)
W	J-	-
	69	49
	9	73
	(623,066) (723,115)	(1,346,182)
A 0	ස් ස්	9
1/A CY03	19 5	ભૂ
Ų.	-	೭
	69	49
	***************************************	***************************************

		€9											₩.					43
Variance	Fav/(Unfav)	269,977	(518,193)	(248,216)	80,401	(167,814)	418,040	41,514	294,516	(2,560)	751,511		583,696	4 254	13,030	(566,412)		17,284
	LL.	63											427				^	400
YTD	Budget	5,144,345	5,443,305	10,587,650	483,669	10,103,981	5.632.399	1,284,570	4,646,134	475,075	12,038,178	,	(4,934,197)	414 089	59,000	1,882,108		(52,089)
		69		-			ļ						(A)					453
Ę	Actual	5,414,322	4,925,112	10,339,434	403,268	9,936,167	5 214 359	1,243,056	4,351,618	477,635	11,286,667		(1,350,501)	10R R3E	72.030	1,315,696		(34,805)

# SUN CITY GRAX COMMUNITY ASSOCIATION, INC. OPERATING RESULTS AT 11-30-03 TOTAL OPERATIONS

	No.cha	8103.32	Y/ariana	_
SOORONA AREA TOOLOGO	Actual Section	Mose of the second	Fav/(finfav)	
COS - Recreation Center	23.873	18.884	(4,989)	
COS - Golf Operations	20,119	27,935	7,816	
Total COS	43,993	46,819	2,826	
				<u> </u>
Payroll - Recreation Center	194,785	234,213	39,448	<u> </u>
Payroll - Golf Operations	258,152	287,697	29,545	
Total Payroll	452,917	521,910	68,993	
Utilities - Recreation Center	80,604	75,650	(4,954)	
Utilities - Golf Operations	34,367	35,770	1,403	
Total Utilities	114,970	111,420	(3,550)	
			******	
Operating Expenses - Recreation Center	255,575	244,261	(11,314)	
Operating Expenses - Golf Operations	171,959	142,158	(29,801)	
Total Operating Expenses	427,534	386,419	(41,115)	
Repair and Maintenance - Recreation Center	21,656	14,035	(7,621)	
Repair and Maintenance - Golf Operations	28,510	24,090	(4,420)	
Total Repairs and Maintenance	50,166	38,125	(12,041)	
The state of the s			,	
Total Expenses - Recreation Center	552,600	568,159	15,559	
Total Expenses - Golf Operations	492,988	489,715	(3,273)	_
Total Expenses	1,045,587	1,057,874	12,287	

Budget   Family   F																				
Actuai Bi 223,911 179,356 403,268 403,268 5,214,359 5,214,359 6,214,359 6,214,359 1,722,686 1,1,243,056 1,	Variance	Fav/(Unfav)	(6,737)	87,139	80,401	335,042	82,999	418,040	(11,785)			178,215	116,301	294,516	(3,635)	1,075	(2,560)		253,673	5
Actue 222 223 175 403 3,010 773 1,243 1,243 4,351 477 477 477 477 477 477 477 477 477 47	2	Budget	217,174	266,495	483,669	2,538,896	3,093,503	632	762,100	522,470	1,284,570	2,807,147	1,838,987	4,646,134	7.	323,365	475,075		5,778,325	12,038,178
	2	Actual	9	179,356	403,268	2,203;854	3,010,504	5,214,359	773,885	469,171	1,243,056	2,628,932	1,722,686	4,351,618	155,345	322,290	477,635	5,762,015	5,524,652	11,286,667

)	(2,560)	497,838	253,673	751,511
200,040	475,075	6,259,853	5,778,325	12,038,178
207,770	477,635	5,762,015	5,524,652	11,286,667

523,385 273,572 796,957

6,828,048 6,274,667 13,102,715

/ariance	I/A	Budget	Variance
v/(Unfav)	CY03	CY03	Fav/(Unfav)
(752,952)	560,671	1,339,176	(778,505)
186,540	731,807	559,807	172,000
(566,412)	1,292,478	1,898,983	(606,505)

Fav/(Unfav)

Budget 2

514,774 Actual 2

(51,250) 66,639 15,390

77,224 (105,074) (27,850)

25,974 (38,435) (12,460)

Subsidy - Recreation Center Subsidy - Golf Operations

Total Subsidy

Del Webb Subsidy

Actual Nov-03

Fav/(Unfav) Variance

Nov-03 Budget

Variance

9111 356 268 854 854 885 359 359 885 171 171 171 686 686 618 618 618 618 618 618 618	Budget 2617,174 266,495 483,669 2,538,896 3,093,503 5,632,399 762,100 1,284,570 1,284,570 1,838,987 4,646,134 4,646,134 151,710 151,710	Fav(Unfav) (6,737) (6,737) (6,737) (87,139 (82,999 (11,785) (11,785) (11,785) (11,785) (11,785) (11,6,301) (16,301) (2,94,516) (3,635) (1,075) (1,075)	CY05 242,255 204,885 204,885 447,141 2,426,050 3,283,378 5,709,429 5,709,429 1,360,226 1,360,226 1,865,770 4,720,219 1,665,380 169,380 169,380 169,380
	6,259,853	497,838	6,304,663
299	12 038 178	751.511	12.305.758

(6,737) 95,084 88,346

235,518 299,969 **535,487** 

Fav/(Unfav) Variance

Budget CY03

347,075 98,588

2,773,125 3,381,966 **6,155,09**1

445,662

(11,785) 53,299 41,**5**14

558,740

843,000

191,729 120,486 312,215

3,046,178 1,986,256 **5,032,434** 

(3,635)

165,745

(2,435)1,200

513,450

347,705

RECREATION CENTER
INCOME STATEMENT
FOR THE MONTH AND CALENDAR YEAR TO DATE PERIOD THROUGH OCTOBER 31, 2003

			Sinos	WCNIT			gp.s		Y	
	····				Variance					Variance
- Telephone Control of the Control o		Actual	Med	Budget	Faw (Unfav)	·	Áctuai	Budget	get	Faw (Unfav)
HOA Assessments	↔	424,047	↔	407,413	\$ 16,634	€€	3,767,131	\$ 3,76	3,765,968	\$ 1,163
Special Events		28,566		8,260	20,306		114,147	άÓ	83,100	31,047
Newsletter	~~~~	15,734		15,200	534		156,508	15.	152,000	4,508
Room Rental		31,947		22,145	9,802		198,334	17	170,150	28,184
Other Revenue		63,004		49,937	13,067		633,524	46	468,873	164,651
TOTAL REVENUE		563,298		502,955	60,343		4,869,644	4,64	4,640,091	229,553
Cost of Sales		30,641		19,784	(10,857)		200,038	198	198,290	(1,748)
GROSS PROFIT		532,658		483,171	49,487		4,669,606	4,44	4,441,801	227,805
				- Avenue						
Payroll		196,102		233,245	37,143		2,009,089	2,30	2,304,683	295,594
Utilities		86,981		70,700	(16,281)		693,281	986	686,450	(6,831)
Operating Expenses		234,309		274,586	40,277		2,373,357	2,562	2,562,886	189,529
Repair and Maintenance		10,085		14,035	3,950		133,688	13.	137,675	3,987
TOTAL EXPENSES		527,476		592,566	65,090		5,209,416	5,69	5,691,694	482,278
							-			
SURPLUS/(DEFICIT)	69	5,182 \$	40.	(109,395)	\$ 114,577	₩	(539,809)	\$ (1,249,893)	9,893)	\$ 710,084
										The state of the s

GOLF AND PRO SHOP OPERATIONS
INCOME STATEMENT
FOR THE MONTH AND CALENDAR YEAR TO DATE PERIOD THROUGH OCTOBER 31, 2003

			MONTH				YEAR TO DATE	<b>11</b>
				Variance				Variance
A STATE OF		Actual	Budget	Fav/(Unfav)	-54	Actual	Budget	Fav/(Unfav)
Annual Golf Pass	<del>(/)</del>	143,922 \$	137,026	\$ 6,896	↔	1,339,632	\$ 1,309,640	\$ 29,992
Flex Pass	·····	2,582	6,237	(3,655)	~~~~	208,349	212,521	(4,172)
Resident Golf Fees		84,564	60,275	24,289		1,244,252	1,265,615	(21,363)
Resident Guest Fees		20,953	11,013	9,940		533,855	490,983	42,872
Non-Resident Golf Fees		26,035	15,959	10,076		583,505	880,263	(296,758)
Pro Shop Merchandise	·	21,788	16,200	5,588		226,363	234,200	(7,837)
Snack Shop		ı	8,400	(8,400)		28,466	212,100	(183,634)
Other Revenue		19,578	19,670	(92)		213,117	219,300	(6, 183)
TOTAL REVENUE		319,421	274,780	44,641	4	4,377,540	4,824,622	(447,082)
Cost of Sales	· · · · · · · · · · · · · · · · · · ·	15.344	14.650	(694)		159 237	238 560	(79 323)
FIECAS SOSE		304 077	250 130	740 54		1 248 303	A ERE DET	(367 750)
		20.20	400, 100	77.04	4	f, £ 10,303	*,300,00¢	(SC1,10C)
Payroll		284,640	286,248	1,608	ر <i>ب</i> ا	2,752,352	2,805,806	53,454
Utilities		44,536	47,720	3,184		434,805	486,700	51,895
Operating Expenses	******************************	160,994	175,733	14,739	- <del></del>	1,550,727	1,696,829	146,102
Repair and Maintenance		43,264	32,790	(10,474)		293,780	299,275	5,495
TOTAL EXPENSES		533,434	542,491	9,057	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	5,031,664	5,288,610	256,946
SURPLUS/(DEFICIT)	4/F	(229,357) \$	(282,361)	\$ 53,004	49	(813,361) \$	(702, 548)	\$ (110,813)

TOTAL OPERATIONS
INCOME STATEMENT
FOR THE MONTH AND CALENDAR YEAR TO DATE PERIOD THROUGH OCTOBER 31, 2003

٠.	į		RON			YEAR TO DATE	
		Actual	Budget	Variance	The state of the s		Variance
				Fav/(Unfav)	Actual	Budget	Fav/(Unfav)
Recreation Center	<del>69</del>	563,298 \$	502,955	\$ 60,343	\$ 4,869,644	\$ 4,640,091	\$ 229,553
Golf Operations		319,421	274,780	44,641	4,377,540	4,824,622	(447,082)
TOTAL REVENUE		882,720	777,735	104,985	9,247,185	9,464,713	(217,528)
Cost of Sales	···········	45,985	34,434	(11,551)	359,275	436,850	77.575
GROSS PROFIT		836,735	743,301	93,434	8,887,910	9,027,863	(139,953)
Payroll		480,742	519,493	38,751	4,761,442	5,110,489	349.047
Utilities		131,517	118,420	(13,097)	1,128,086	1,173,150	45,064
Operating Expenses		395,303	450,319	55,016	3,924,083	4,259,715	335,632
Repair and Maintenance		53,348	46,825	(6,523)	427,469	436,950	9,481
TOTAL EXPENSES		1,060,910	1,135,057	74,147	10,241,080	10,980,304	739,224
SURPLUS/(DEFICIT)	69	(224,175) \$	(391,756)	\$ 167,581	\$ (1,353,171)	\$ (1,952,441)	\$ 599,270
DEL WEBB SUBSIDY		214,360	382, 125	(167,765)	1,328,156	1,909,958	(581,802)
NET SURPLUS/(DEFICIT)	₩	(9,815) \$	(9,631) \$	(184)	\$ (25,014)	\$ (42,483)	\$ 17,469

# RESERVE FUND OCTOBER 2003

	NIEGHBORHOODS	REC CENTER	GOLF COURSE	TOTAL
Beginning Balance   \$	\$ 98,709		\$ 1,107,473 \$	
Additions	955	53,939	32,324	87,218
Expenditures	8	(4,189)	(35,977)	(40,166)
Ending Balance	\$ 99,664	99,664 \$ 1,525,508 \$ 1,103,820 \$ 2,728,993	\$ 1,103,820	\$ 2,728,993

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Contract to the second second	At	5700 Routing i	2880 ARCH	1200 Pool I	8860		7440 Parking	TANK CHEST		SATA BILLES	18440	STAMA Rough	EAAA TOUR	ESOO Windows	ABOA Dade	2003 Firehidae		3400	200	0	0	3600		10830 Esémaler	21120 wosking	. 0	31920	2 4 5 5 6	278270					Annual St. Manual St.						
-	107AL	478	480	100	675	-	-			326	-		9077			104						.0			1760		2650	-	45205	2 4 8 5	1498	\$1930		And the second s						
den de komunistrat de Compression de mes	V Dac	2013	200	.003	775					328			agzz			157						.0			1760		2630		43826 4		10/07	28280 \$								
Ladra egyet v görreyá (sökketyája él rist	Oct Nev	475	330	100	875		4100	820	10:00	328	8720	2000	7258.	450.	1400	153	बद्धाः	-	***************************************		+	f j		303	1760	***************************************	7560		49972	. 25 - 2 - 2	-1758	26500	A LL. 1		÷					
diger upprocess in the newscape of the second secon	Sep G	475	400	100	976		4100	520	\$00	328	5220		2258	456		62	2651.	COS	220			600	SCO.	008	1780		2880	Company Management	43843	A. A	2594	5304A								
A CANADA MANAGEMENT AND	ALM S	475	ARO	200	976		4160.	620	500	326	5220		2289,	480		182	283\$	-	466	868	A STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN	A SAM	100	GY5	1786	20.17	2660		43084		3165,	44000	1 (AV)							
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egypty (Christian Company of the Com	Jun		2 6	200	838	323	4100	820	0.72	250	4820		2259	450	-	152	2551			-			0	200	355	1700	2450	2004	43648		2581		15890							
Apparent and the Control of the Cont	May		475	200	150		4100	820	\$400.	2002	6220.		2250	460		152	2885						0	,000	Oca .	1/60;	9250	near	43502		2827		13300.		مد ما راستان من ما راستان من					
And the second Constitution of the second	AM	,	470	200.	166.	f f th	4100	23.50	2050	22.00	8420	,	2286	480	1400	152.	42031			,	-	1	G	4 4 4	906	1760	C800	7007	45,448		1525		10840							
TO COMMAND TO STATE OF THE PARTY OF THE PART	19gg		473	186	300	cre	43083	2002	AFO	2608	2401	21122	2250	055	200	45.50	2861			100			190		900	1766	200	52200	46760	0176	208	***************************************	7980		ATRAKA GALINA GA					
	233		475	100	100	6/9	1880	200	020	₹800	32.2	YSEN	Cace	4025	2002	620	2881			FT			0		.006	1760	A PARTY OF STREET, STR	5555	A A C. A C.	04024	\$30%	-	5320		A. A					
	and the second s	V C42	436	35	8	878	77077	\$100	830	2890	328	:0547	02:02	15.00 A	4397	1400	1000	720			***************************************		0		555	1780.	(7,540,000,007,500,000,000	2680	A S.	45,326	- Pran		2360,		·····································					
	and the state of t						,			•					-		And the same of th			THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	***************************************			distribution of the second	***************************************		***************************************				North	CENT	· · · · · · · · · · · · · · · · · · ·	The same of the sa						
	7,650	SING	worksing.	S S S S S S S S S S S S S S S S S S S		gense					Nevators)			ce Contract	ice Confract	Caaning Contract Window	100	2	The part of the Part	431 E-S			1 34 2 Juni	In all y co	SI'L	the from ViC		END		HOUTURES.	7 20 82.24 63 65 7	ENO OF MO. CANTERAL CROS	: 保证38年72		Principal and American Services					-
	And the state of t	S MAN EL SPINSTE MAN TO	Col Sounds	Total Chemicals	Fco! Repairs	Fotel Pool Expense		Water	Electricity	Gall	Telephones (Elevators)	otal Unitries		Nevator Servi	anitorial Serv	Saaning Cont	Street Sweeping	old Confin	And the State of t	Cheer Biging Haring	Yeess / Mener	181814 (884)	TREESTERNING	Sycal 11 the con	Consul Reserve	Reserve Contrib. from MC	Taxes	Trial Beserve Esp		TOTAL ELPERINTERES.	40.40	NO OF MC.	第7世界 200 A 100 A	o compared to the control of	The second secon		• • •		**	

. Commence of the Commence of						Total Control of Contr	ATT AND COLUMN TO THE PERSON AND ADDRESS OF THE PERSON ADDRESS O	r egykennys of past producty of NO to strat Newsonson,	Children wednes there	THE PROPERTY OF THE PROPERTY OF	enancipi de meteore à la la la repueble del	Character Control of the Control	Annual An	Enditoristanden and
Village at Bun City Grand Preliminary Draft Budged	A CONTRACTOR OF THE PROPERTY O					Transmission of the latest design of the latest des	***************************************				***************************************	A 1	, marian de l'ambient des services de la company de la com	
3003	Jer	Feb	ASS F	Apr	Ring	Jug	3113	Aeg	Sen	-   . 8	Nov	282	YOTAL	***************************************
UES:		007	466	4 G.N.	3.903	180	193	£222	150	180	180	180	in.	Frase .
8 Units	160	184	55.5	- 68	140	120	25.25 25.25 25.25	116	108	100	28	**		
g Decision Lots	. 93.	18	C-4	32	40	සු	53	94	£5.7	90,	20 2	38	9;1	sales velt
SE LOIS CONTINUES TO SEE SEE SEE SEE SEE SEE SEE SEE SEE SE	15980	15980	15990	18880	13980	15960	16830	15960	15880	\$5950	15860	10800 10111	a DECEN	BERET TI
Argola Cooca post	22473	22473:	82473	22473;	22473	22473	22473	22473	224/3	22475	24913	2629	J 50507	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Call Charles (72 (Bills)	6952	6552	4584	67881	8237	6330	7 529	8037	6245	1897	4.720	4760	04490	See All
Windin Carda	1760	1760	1760	1760	1760	382	1780	1750	- 100°.	507-	1000	- 1050 -	KA 4 R A A	וניבלאון וס
TOTAL REVENUE:	47145	46746;	48781	48974	46430	46523	47317	46230	407 30	46179	45.24.04	2000	250175	
And the Color of t					-								[ ]	
CAPANA TANO	CRUG	2080	2080	2080	2080	2080	2080	3080	2080,	2000	3080	2080	ł	Sea sepa
Traysoca & Escolores Ran.	250	250	250	259	250	260	259	250	250.	280	250	250	- 1	See sepa
Contages								45	i ii	20	15	3	355 A	Troops
Channa Supplies	C21	ιū	16	36	9	5.50	10.	D P	13	47.8	746	974		in the se
Telephone	274	274	278	274	276	\$ 15	21.4	47.5	45	107	45	48		nver pai
Pagetz/cot phore	,6¢	49	43	48	40	48	7.00	85	400	43 400	00¢	(8)		Activities
Postage	.001	400	160	005	100.	300	200	300	200	808	300	200		arec. its
Office Supplies	300	200	200	2003	260	200	21/4/5	9175	2475	3478	2675	2175	28180 G	Gas, cf. 1
i venicie	2475:	2173	2475	2178	2712	2775	4770 4700	187	5.60	200	100	100		sasi edv
1.603 Fee	160.	100	100	318	\$123	671	376	822	KAR	640	98%	1048		\$400 min
1000	400	60g.	582	818	978	1 2 th 1 C C C C C C C C C C C C C C C C C C	970	43	3 8	83	3	63		Chell of
Audit Fee	සම	-83	83	200	7207	2000	Ses 3	2882	28.62	2682	28.82	2882	32160 P	Property 1
Trs uf anoe	2682	2662	2002	460	7937	106	102	100	100	100	100	100	\$200 R	Newspite
Printing/Reproduction/Valsille	160	100	42050	4 50.50	1,6264	15530	15,650	15880	15980	95580	15980	15950		aster As
Master Association Dues To SCS	19800	10900	SARGE.	2468U	74718	24370	24824	24878	24932	24686;	25046	25384	297616 .	
Fotel G & A	Chiral 19	1000	2000		The state of the s								-	
INTAN DAMAGE	180	188	160.	160;	180	100	106	<del>(</del> 2)	100	100	.00.	.001	\$200, H	e afing.
SETT AND MODELLE	105	108	105	189	\$05	106	103.	105	103	108.	106.	109	17.00%	ecorca:
Fraction Consults and the population of the property of the pr	(00)	100	189	300	108	100.	100.	8	100	100	3	100	1200	Significant of the state of the
fractional medians	100	100	100	1001	100	100	100	100	100	100	200	30,	0. 892	net sch
Imenication and occupance	-		125			47.8	***************************************		125			671	2 200	Burneste
Edumento Danaire	8	100	180.	100	100.	\$00	100	160	189	200	100.	202	3000	evelor i
Control Newson	330	330	330.	330	339	330	330	330	330	333	3.30	9,50	V 2000	Of Mary P
Track Barrance	1087	1087	1087	1087	1087	1637	1007	1087	1087	1057	Joe	1025	13042	O Mary C
True Franciscon & Taller	623	523	523:	523	\$23	523	\$23	523	523	2533	73	353	9000	Printer.
Building	250	250	250	250	260	260	250	250	250	nez	252	007	22040	i Dorodii
Fotel Welltonsnce Expense	2895	2695	2820	2685	2695	2820	2882	2885	7840	CHON	2022	2020	25.040	
		,.			2304	2742	2000	2532	3078	2478	5998	3975	39340 3	S contrac
Landscaps Maintenance Contrad	3275	3275	3275	3273	2272	54/3.	0212	860	2000	3100	2	100		ndscst
Grounds, Marentals & Supplies	0.77	100	400	100	ውያህ	960	\$00	200	200	380	950	100	2000 S	Sprinkler
Sprintser Repairs	301	100	100	100	600	\$00	803	(0)	160	100	100	100		0.0
Alisc Expanse	100	100.	100	200	327.4	100. £078	3474	2675	3575	8775	3576	3375		
Told israego e Bakk	3475	3575		548 F.D.	0000	CVI) G	J. J. D. D. C.	21/2	0. V.O.	and the second	and the second s	e l'interitable de l'année de l'a	مدور والمراجع المراجع والمراجع والمراع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع	A TOTAL STREET, SALES OF THE SA
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Peter Nells

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1	Nikapa at Bun City Grand		7.200 mm.		***************************************	***************************************									-
Property		***************************************	Party recognision of the latest and the second seco		The second section of the second section is the second section of the sect		***************************************		7						
Part		Jan	ges	R527	Apr	Hary .	Jun	3113	Aug	Ses	180	Nov	Cas	rotal	
University   Color					A G.A.	986	400	\$ 8.5	89.	180	. CSI	180	180		5 Phase
Decision (1985)   1985   198	& Unite	031	180	200	100	0.50	422	200 S	118	108	003	83	84.	7 1	
National Procession   1,500	if Declarant Lots	: 372:	192	200	425	140	2	F3.	88	2	86	68	23		sales vek
Appendix	(# Lots Sold (cumulative)	2000	01022	42084	\$ 46ED	1 x 0 4 0	18980	15830	15960	15980	09898	15960	15950	191520	Master Hi
Controller State of the state of t	Masier Association Dues	2000	90809	25.69	92473	92473	23473	22473	22473	23473	22473	22473	22473	289374	Regular F
Wooding Language (24 mile)         1750 (24 mile)	Assessments	£/575	A64 (3)	55.47.0	27501	2023	000 W	7524	8037	6245	7882	6308	8502	78539	CAM cho
Processing States         1715 <td></td> <td>26759</td> <td>7000</td> <td>0000</td> <td>4420</td> <td>4720</td> <td>6790</td> <td>175h</td> <td>1760</td> <td>1760</td> <td>1760</td> <td>1760</td> <td>1760</td> <td>21120</td> <td>2 months</td>		26759	7000	0000	4420	4720	6790	175h	1760	1760	1760	1760	1760	21120	2 months
Colonia Native National Section   Colonia National Section   Colonia National Sectional Sectional Sectional Sectional Sectional National	THE STATE OF	1760	09/1	7075	1300	000	STATE	47547	88930	46.528	48475	46407	48888	561853	-
Charter State		47163	9,5 ( A D ,	45/51	7 4004	40400	ተለራህድ ህ	12014							
APP FAIRT MARIES S.         CARRELL MARIES S.						-									
Payri   Payr		Cace	0000	90-80	OBUG	2080	2080	2083	2080	2080.	2080	2080	2080	٠.	Sea sepa
Pergettions	erick.	2000	000%	0004	246	250	380	280	250	250.	250	250	250		See seps
Symptopies   16   16   16   16   16   16   16   1		DG?	AC7	A0.9	55.	, and a	W W	PAR					300		Christmas
Clearating Stappless         274	نجست	15 P	4	18	40		18	3.5	52	45	3	18.	13		All deanir
Pelephone   274	Janes	0.0	200	6241	984		274	374	274	274	274	334	27.3		Chichous
Postpare   100	(Marojia	3/4:	\$/3°	\$ 0 P	41.4		707	49	88	Ch.	49	40	85		Ortiver page
Postalege	Series,	,65°	A co	3 C 7	25	-	003	460	100	(0),	100	100	100		Activities
Offices Supplies         3770         210         200         200         210         2175         2176         2176         2176         2177	Postage	200	100	35	308		300	000	000	2002	300	350	200		Paper, to
Vehicles         17/15         21/15         17/15	Office Supplies	200	2002	SUN.	002 ··		0472	7378	2178	2575	2174	2175	2175	1	Gas, ed. 1
Comparison   Com	Vehicle	2175:	2178	3473	Z 173.		450	000	200	003	100	(180)	103	į,	Leasi och
Model Report Report         60.0 </td <td>18421 7688</td> <td>180</td> <td>\$00</td> <td>38</td> <td>3</td> <td>1</td> <td>100</td> <td>3</td> <td>100.</td> <td>200</td> <td>950</td> <td>200</td> <td>10.68</td> <td>8058</td> <td>\$ 500 min</td>	18421 7688	180	\$00	38	3	1	100	3	100.	200	950	200	10.68	8058	\$ 500 min
63         63<	Kanapament Fee	400	508.	562	818		(50)	9//	200	8	200	2000	58	Us &	angue offe
Particular   Par	ANGIFEE	ල	63.	ලියි	සීම		8	3	633	2000	25000	2000	5885	32480	Decreased to the
Printing/Preproduction/Website         150         160         1	17.216.57.02	2682	2562	2682	2882		2682	2682	2882	7,997	7907	7007	7007	0000	Please left
Paraller Association Diver 10 SCQ   1958G   1858G	Palosno-Reproduction/Nebsite	168	8	100	18.		100	<u>\$</u>	100,	100	100	160	303	5027	Newskite.
Total G. A. Incomplete         246449         246547         246549         24657         24	Reader A teorision (New To SCS	1550	15960-	15880	15840		15530	15890	18890	15980	15980	15960	00001	070181	Translet C
February	FEEE G. A.	2448	24554	24608	24662		24770,	24824	24878	24832	24666	2504G	MARCE	01.9767	
Fe/Ac Ropairs   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   12	Anado ( m	,		The state of the s		. V. V. V	. 900	500	400	400	000	, UUI	- 001	\$200.	Heagng, 1
Electrical Repairs         1 (5)         103         103         100	(FVAC Repairs	22	183	190.	166,	303	100	205	207	404	201	1981	\$0\$	\$260	Electrical
Plumbling Respires         100         100         100         100         100         100         120           Maintenance Supplies         100         100         100         100         100         100         100         100         125           Maintenance Supplies         100         100         100         100         100         100         100         100         125         500           Equipment Supplies         100	Electrical Reports & supples	33	105	10.5	165	50% 50%	100	100.	38	38	90	89,	100	1200	All plumb
Maintenance Supplies         100	Northead of	109	100	86	363	100	, vo.	183	208	400	190	0Q\$	100,	1200	Other sur
Equipment Interchale         100	erenk.	901	100	456	201	SOI .	300	201		125			125	500	2.9 irtena
10		SQ.	0,73	100	\$100	SUS.	808	100	383	100	\$00	188	8	1200	Elevator (
1087   1087   1087   1087   1087   1087   1087   1087   1087   1087   1087   1087   1087   1084	EE Walor Hedans	237	930	200.	330	950	300	330.	330	330	330	330	330	- 1	Monthly E
η         107         103	Fest Control	4003	8087	4087	1983	1087	1087	1007	1087	1087	1087	1087	1087	. 5	Monthly (
186         250 <td>Irash Memovei</td> <td>1005</td> <td>202</td> <td>:2,63</td> <td>523</td> <td>£03</td> <td>523</td> <td>523</td> <td>523</td> <td>523</td> <td>623 633</td> <td>853</td> <td>523</td> <td></td> <td>Sprinken</td>	Irash Memovei	1005	202	:2,63	523	£03	523	523	523	523	623 633	853	523		Sprinken
189         2895         2827         2826         2826         2826         2826         2829         28295         28255         28255         28256 <td>If the Equipment &amp; Life on eny</td> <td>020</td> <td>286</td> <td>250</td> <td>250</td> <td>750</td> <td>250</td> <td>250</td> <td>250</td> <td>250</td> <td>250</td> <td>250</td> <td>250</td> <td>- 1</td> <td>All building</td>	If the Equipment & Life on eny	020	286	250	250	750	250	250	250	250	250	250	250	- 1	All building
180   2034   2034   2034   2035   2276   2275   2275   2275   2275   2275   2375   2	ENICORG.	A.00	3000	2825	280%	2695	2826	2895	2805	2820	2685	2693	2820	32840	
Ordered         3275         3575	Fotal Maintenance Expense	0507	CROY	8000	2007	2005	2000	,			***************************************	*			
1685	San	2975	3036	3778	3275	3273	3275	3275	3275	3276	2278	3273	2276		H contrac
100   100   100   100   200	Leitzscho manital mara Comana	200	6009				1500		8.		5100		450		Landscar.
100 100 100 100 100 100 100 100 100 100	(Jighthe Materials a cupples	600	00%	160	100	2020	300	300	200	200	380	300	100		Sprinkler
100 134 3478 3478 5076 3575 8075 3575 8775 3575 8775 3575	SOUNDE REDBIS	35	400	808	(60)	003	100	100	100	100	100	3	100		Misc
STATES AND THE COLUMN TO SEE AND THE COLUMN	WISC P. TISHS	COL	. AGE	* * * * * * * * * * * * * * * * * * *	37.75	3578	R.078	2478	3875	3575	8775	3575	3575	48200	
	Told Lerdecede & Maket	G/ 1/2	3975	Cipt	Clare	2 1 2C	D 1 CA	N 1 D C	Charles Charles Charles	AND THE PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS	ACCESSION OF THE PERSON OF THE PERSON.	THE STATE OF THE PARTY OF THE P	Ermanustra filamina erandos estados	A commenced for the first that the first than the f	minimum planta de la compansión de la co