



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0301456 03/31/99 08:00

MESA2 1 OF 1

THE WELLS A Senior Adult Community

**EIGHTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's)**

THIS EIGHTH AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS (CC&R's) is made on the date hereinafter set forth by **The Wells Homeowners Association, Inc., A Senior Adult Community.**

WITNESSETH:

WHEREAS, the predecessors in the interest of the Declarant previously executed that certain Amended Declaration of Covenants, Conditions and Restrictions recorded at Recorder's No. 84-433196, a Second Amended Declaration of Covenants, Conditions and Restrictions recorded at Recorder's No. 85-621332, a Third Amended Declaration of Covenants, Conditions and Restrictions recorded at Recorder's No. 86-084756, a Fourth Amended Declaration of Covenants, Conditions and Restrictions recorded at Recorder's No. 87-499241, a Fifth Amended Declaration of Covenants, Conditions and Restrictions recorded at Recorder's No. 89-102608 re-recorded at Recorder's No. 89-108850, a Sixth Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded at Recorder's No. 89-353126, and a Seventh Amended Declaration of Covenants, Conditions and Restrictions recorded at Recorder's No. 93-0459855A, official records of Maricopa County, Arizona (collectively, the "Amended Declaration"), regarding that certain real property located in the City of Mesa, County of Maricopa, State of Arizona, which is described as follows;

Lots one (1) through four hundred ninety-nine (499), inclusive, and Tracts 'A' through 'D', inclusive, of **The Wells**, a subdivision of Maricopa County, Arizona, according to the plat of record in the office of the Maricopa County Recorder in Book 256 of Maps at Page 42 thereof, in Book 333 of Maps at Page 2, and Book 359 of Maps at Page 22 thereof.

WHEREAS, the present Amended Declaration hereby incorporates by reference the Arizona Revised Statutes #33-1801 *et. al.*, and that said statutes, as now enacted or as hereafter amended, shall govern the authority and limitations of this Declaration; and

WHEREAS, The present Amended Declaration provides that Owners of not less than eighty percent (80%) of the Lots may amend the Amended Declaration; and

NOW THEREFORE, **The Wells Homeowners Association, Inc., A Senior Adult Community**, declares (1) that the present Amended Declaration hereby incorporates by reference the Arizona Revised Statutes #33-1801 *et. al.* and that said statutes, as now enacted or as hereafter amended, shall govern the authority and limitations of this Declaration: and (2) **The Wells Homeowners Association, Inc., A Senior Adult Community** declares that the Amended Declaration shall be further amended as follows:

ARTICLE I --

The following terms shall have the following meanings unless a different meaning is plainly required by the context:

Section 1.1 “Articles” shall mean the Articles of Incorporation of **The Wells Homeowners Association, Inc., A Senior Adult Community** (hereinafter referred to as “HOA”), as such Articles may be amended from time to time.

Section 1.2 “Board” shall mean the Board of Directors of the HOA.

Section 1.3 “Bylaws” shall mean Bylaws of the HOA, as such Bylaws may be amended from time to time.

Section 1.4 “CC&R’s” shall mean this **EIGHTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, as now exist, and as may later be amended from time to time, and recorded in the office of the Maricopa County Recorder.

Section 1.5 “Common Area” shall mean all real property and the improvements thereon, owned by the HOA for the common use and enjoyment of the Owners. The Common Area which is to be owned by the HOA is described as follows:

Tracts ‘A’ through ‘D’, inclusive, **The Wells**, a subdivision of Maricopa County, Arizona, according to the plat of record in the office of the Maricopa County Recorder originally recorded in Book 256 of Maps at Page 42 thereof.

Section 1.6 “Governing Documents” shall mean the Articles of Incorporation, the CC&R’s, the Bylaws, any Rules and Regulation established and instituted by the Board of the HOA, and any amendments to these documents as may be adopted from time to time.

Section 1.7 “HOA” shall mean **The Wells Homeowners Association, Inc., A Senior Adult Community**, an Arizona nonprofit corporation, its successors and assigns.

Section 1.8 “Lot” shall mean any part of the Property which is separately designated and numbered on the Plat, or any amended Plat authorized and recorded in accordance with Section 2.7 herein, but shall exclude the Common Area, and shall be limited to single-family use.

Section 1.9 “Class ‘A’ Lot shall include the following Lots:

16, 17, 33, 34, 46, 47, 48, 49, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 78, 79, 80, 81, 82, 92, 93, 94, 95, 105, 106, 107, 108, 118, 119, 120, 121, 128, 129, 130, 131, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 266, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 309, 310, 311, 312, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 335, 338, 339, 340, 344, 345, 352, 353, 354, 355, 362, 363, 364, 365, 366, 367, 374, 375, 376, 383, 384, 385, 386, 387, 391, 392, 393, 394, 395, 402, 403, 404, 405, 406, 407, 408, 409, 416, 417, 418, 419, 429, 430, 437, 438, 439, 440, 441, 442, 443, 450, 451, 452, 453, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 482, 483, 484.

Section 1.10 "Class 'B' Lot shall include the following Lots:

1, 3, 4, 6, 7, 9, 10, 12, 13, 15, 18, 20, 21, 23, 24, 26, 27, 29, 30, 32, 35, 37, 38, 40, 41, 43, 50, 52, 53, 55, 56, 58, 59, 61, 83, 85, 86, 88, 89, 91, 96, 98, 99, 101, 102, 104, 109, 111, 112, 114, 115, 117, 122, 124, 125, 127, 132, 134, 135, 137, 138, 140, 187, 189, 326, 328, 329, 331, 332, 334, 341, 343, 346, 348, 349, 351, 356, 358, 359, 361, 368, 370, 371, 373, 377, 379, 380, 382, 388, 390, 396, 398, 399, 401, 410, 412, 413, 415, 420, 422, 423, 425, 426, 428, 431, 433, 434, 436, 444, 446, 447, 449, 454, 456, 457, 459, 460, 462, 473, 475, 476, 478, 479, 481, 485, 487, 488, 490, 491, 493, 494, 496, 497, 499.

Section 1.11 "Class 'C' Lot shall include the following Lots:

*44, *72, 215, 248, 265, 267, 290, 307, 313, *336.

*Lots 44, 72, 336 are made up of Class 'A' Lots 44, 45, 72, 73, 336, 337 with one Unit on two Lots, therefore, they are listed and considered Class 'C' Lots.

Section 1.12 "Member" shall mean a member of the HOA by ownership of a Lot or Lots within The Wells.

Section 1.13 "Occupant" shall mean any person actually residing in or occupying any residential unit in The Wells.

Section 1.14 "Owner" shall mean the record Owner, whether one or more persons or entities of fee simple title to any Lot which is part of the Property; including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

Section 1.15 "Plat" shall mean the subdivision Plat of The Wells, a subdivision of Maricopa County, Arizona, recorded in the office of the Maricopa County Recorder in Book 256 of Maps at Page 42 thereof, and any amendments, replacements and substitutions.

Section 1.16 "Property" shall mean the real property described above in the preamble of these CC&R's, and which may also sometimes be referred to as "The Wells".

Section 1.17 "Rules and Regulations" shall mean operational, procedural and administrative requirements established and instituted by the Board for the HOA, as may be amended from time to time.

Section 1.18 "Statute" shall mean the Arizona Revised Statutes, as may be amended from time to time.

Section 1.19 "Unit" shall mean residential unit (manufactured home and carport) placed on a Lot or Lots for use as a single-family residence.

ARTICLE II -- PROPERTY RIGHTS

Section 2.1 **Owners Easements of Enjoyment** --Every Owner shall have a non-exclusive 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. Such right and covenant of enjoyment shall be subject to governing documents of the HOA, which may include but shall not be limited to:

A. The Right of the HOA to charge reasonable admission and other fees for the use of any recreational facility upon the Common Area.

B. The Right of the HOA to suspend the voting rights and recreational facility use by an Owner for any period during which any assessment(s) against that Owner's Lot remains unpaid; and for any infraction of current CC&R's or Rules and Regulations.

C. The right of the HOA to limit the number of guests of a Member who may use the common Area at a given time.

D. The right of the HOA to borrow money for the purpose of improving the Common Area, or mortgage the HOA property, provided that such action shall be approved by sixty-seven percent (67%) of the then Owners.

E. The right of the HOA 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, however, unless an instrument agreeing to such dedication or transfer has been signed by sixty-seven percent (67%) of the then Owners.

Section 2.2 Delegation of Use -- In accordance with the governing documents of the HOA, Any Owner may delegate the Owner's right of enjoyment in and to the Common Area and the facilities located thereon to the members of the Owner's household, the tenants or contract purchasers, provided they reside in a unit.

Section 2.3 Encroachments -- Each Lot and Unit and the Common Area shall be subject to a setback upon the initial placing of Units on the Lots, and replacements thereof, including but not limited to encroachments of walls, stem walls, patios, pads, pedestals, ledges, awnings, roofs and fences. A valid setback for such encroachments and for the maintenance and repair of them shall and does exist.

Section 2.4 Easement for Utilities -- There is hereby created a blanket easement upon, across, over and under the Property for ingress, egress, construction, installation, replacement, repair, maintenance and operation of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity and cable TV, and for ingress and egress of emergency vehicles and refuse collection. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain necessary equipment on the Property, and to bury underground conduits, wires, a cable system, gas lines, water and sewer lines, together with all the necessary appurtenances; and to affix and maintain electrical, water and/or sewer, wires, conduits, circuits and/or pipes on, above, across, under and through the Common Area, a Unit and a Lot. Notwithstanding anything to the contrary contained in this Section 2.4, no electrical, water and/or sewer, wires, conduits, circuits and/or pipes or other utilities or service lines may be installed or relocated on the Property except as initially designed and approved. This easement shall in no way affect any other recorded easement on the Property. The Board is authorized to grant such additional licenses, easements and rights of way for utilities and services as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, or for the health, safety, convenience and welfare of the Owners.

Section 2.5 Private Street System -- Every Owner shall have a right of ingress and egress over Tract 'A' (the private street system) as shown on the Plat which is declared to be a private street system for the use and benefit of all Owners. Neither an Owner nor the HOA shall in any way interfere with or restrict the rights of ingress or egress over such streets.

Section 2.6 Common Area Undivided -- The Common Area shall remain undivided and at all times be owned by the HOA.

Section 2.7 Restriction on Further Subdivision -- No Lot shall be subdivided without approval of the City of Mesa, in accordance with city, county, state and federal laws.

ARTICLE III -- USE RESTRICTIONS

Section 3.1 Residential Use -- All of the Lots within the Property shall be known and described as, and limited in use to, single-family residences. No structure, other than one private single-family manufactured home residence, together with the structures permitted pursuant to Sections 3.3, 3.4 and 3.5, may be erected or maintained on any Lot.

Section 3.2 Housing Units -- All residential Units placed on Lots must be manufactured home housing. Each Unit, prior to installation, must fulfill all HUD requirements and specifications, and must be approved by the Board and comply with City of Mesa, county, state and federal laws.

Section 3.3 Carports -- A carport roof must be installed and attached to the side of a Unit contemporaneously with installation of the Unit on a Lot. Consistent with Section 3.9, no metal roofing shall be allowed on any carport.

Section 3.4 Patios and Enclosures -- Enclosed patios, Arizona rooms, screened or glass enclosures, shall be allowed on a Lot, provided that they are approved by the Board and comply with City of Mesa ordinances, in writing, prior to installation or construction.

Section 3.5 Storage Rooms -- Enclosed storage rooms may be constructed, but must conform to the existing structure roof line and be placed under the roof structure. In addition, all storage rooms must be approved by the Board and the City of Mesa.

Section 3.6 Grade -- All Units must be installed on the existing finished grade of the Lot.

Section 3.7 Exterior Finish -- Each Unit must have an exterior finish as installed by the manufacturer of the Unit. All maintenance repairs and replacements shall conform in appearance and quality to the original finish or be approved by the Board.

Section 3.8 Skirts -- Each Unit must be skirted on all four (4) sides below the graded surface of the Lot.

Section 3.9 Roofing -- Each Unit and carport must have an asphalt shingle, simulated tile, or other certified roofing which conforms aesthetically with existing Units and is approved by the Board. No metal roofing shall be allowed on any Unit.

Section 3.10 Age Restriction -- The Wells is a Senior Adult Community in accordance with the Fair Housing Amendments Act of 1988, and all amendments made to that act. Each unit in the Wells, shall be occupied by at least one person 55 years of age or older. No person under 40 years of age shall reside in any unit except as allowed in the Rules and Regulations. The Wells guests will be governed by rules and regulations as adopted by the Board.

Section 3.11 Temporary Structures -- No temporary structures are permitted.

Section 3.12 Business or Offensive Activities --

BUSINESS: There shall be no commercial activity which involves the solicitation of the Members or solicits non-Members and brings them into **The Wells** for that purpose. Exceptions will be set forth in the Rules & Regulations. No gainful employment by anyone for the purpose of commercial activities other than those purposes limited to **The Wells HOA** and its Members will be allowed.

OFFENSIVE ACTIVITIES: Offensive, immoral or illegal trade activity(s), which may be or become an annoyance, nuisance or detraction from the appearance of the neighborhood, may not be carried out upon any Lot or in the Common Area of **The Wells**.

Section 3.13 Signs -- No advertising signs (including "For Sale", "For Lease" or "For Rent" signs), billboards or unsightly objects shall be erected, placed or permitted to remain on any Unit or Lot, except as otherwise specifically permitted by the Rules and Regulations. Signs in the Common Area shall be approved by the Board.

Section 3.14 Outside Lighting -- No spotlights, floodlights or similar type high intensity lighting shall be placed or utilized on any Lot that allows light to be reflected on any other Lot. Other types of low intensity lighting which do not disturb the Owners or other occupants of the property shall be allowed.

Section 3.15 Pet Restrictions -- Pets are allowed in **The Wells**, but are limited to not more than one dog, twenty-five pounds or less, and /or a maximum of two house cats per Unit. All pets must be leashed and attended to when outside the Owner's Unit. Pet owners are responsible for the immediate removal of all pet feces in accordance with the applicable City of Mesa ordinances, and for keeping pets off other Lots.

Section 3.16 Vehicles -- Passenger vehicles including automobiles, vans, pickup trucks, motorcycles, golf carts, etc. are permitted on any Lot. Vehicles such as buses, boats, trailers and large commercial trucks are not allowed to be on the Property. No repair or re-building of vehicles is allowed on the Property. Recreational vehicles (RV's), trailers, and campers which are designed as living/camping units, and which are higher, wider or longer than a passenger vehicle, shall not be permitted to park overnight on the Property except as designated in the Rules and Regulations. No vehicles that make unreasonably loud or annoying noises shall be operated and/or maintained on the Property. Only licensed, registered and operable vehicles may be kept on the property. Only licensed operators are permitted to operate a vehicle within the confines of the Property.

Section 3.17 Parking -- Two vehicle parking spaces shall be provided on each Lot in accordance with the laws of the City of Mesa. Parking in the Common Area spaces throughout **The Wells** is for persons using the recreational facilities and for guest parking only. Storage of any type or item is prohibited in Common Area parking spaces. Overnight parking in the Common Area is limited to vehicles with Parking Permits. No vehicles shall be parked on any street overnight. No vehicle may be used as living quarters while parked on the Property.

Section 3.18 Trash, Clothes Drying Facilities -- All equipment, boxes, woodpiles, storage piles, and other similar items shall be kept in a storage room or otherwise, concealed from view of neighboring property and streets. No outside clothes drying facilities shall be permitted, and no clothes may be dried outside a Unit. Rubbish, trash and garbage shall not be burned or allowed to accumulate on any Lot. No incinerators shall be permitted. All garbage and rubbish removed from a Unit shall be placed in a dumpsite or disposed of by other means as approved by the Board.

