

WHEN RECORDED MAIL TO:
Recreation Centers of Sun City, Inc.
10626 W Thunderbird Blvd
Sun City AZ 85351

RECREATION CENTERS OF SUN CITY, INC.
FACILITIES AGREEMENT

I. AGREEMENT between Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”), a nonprofit, Arizona corporation and the undersigned Owner(s).

AGREED FACTS:

This Agreement relates to Lot _____, Tract _____, Sun City Unit _____, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, Book _____, Page _____, also known as _____, Sun City, Arizona _____, Assessor’s Parcel ID _____ - _____ - _____ (“Property”).

The Amended and Restated Declaration of Covenants, Conditions and Restrictions (“CC&Rs” or “Declarations”) run with the land and are binding on all persons owning said Property and require each Owner to execute a Facilities Agreement in favor of RCSC, including an obligation to pay assessments and fees imposed. Each Owner and all persons residing on said Property, shall abide by the RCSC Articles of Incorporation, Corporate Bylaws, Board Policies and any and all other rules and regulations of the corporation.

Pursuant to RCSC’s Restated Articles of Incorporation, Corporate Bylaws, and Board Policies, each and every Owner is obligated to pay assessments and fees imposed when due, whether or not Owners occupy the Property or use RCSC facilities. The RCSC Board of Directors has the authority to determine the amount of any assessments and fees, to include but not limited to: annual property assessments, special assessments, preservation and improvement fees, capital improvement fees, transfer fees, late and lien fees and interest on past due accounts.

Residential property located in the area entitled “Sun City General Plan, Maricopa County, Arizona” is subject to Maricopa County Senior Citizen Overlay Zoning Ordinance §1501A, et seq., as amended. As of October 1, 1993, at least one occupant of said Property must be fifty-five (55) years of age or older, and no one under the age of nineteen (19) years may be a resident for more than ninety (90) days.

II. RCSC AGREES:

- A. To operate the recreational facilities for the benefit of homeowners and residents of Sun City, Arizona, who qualify to use them under its Restated Articles of Incorporation, Corporate Bylaws, and Board Policies.
- B. To impose an annual property assessment upon said Property and its Owner(s) as established in the RCSC Restated Articles of Incorporation, Corporate Bylaws, and Board Policies to cover the costs of maintaining, operating and developing the common community recreational facilities in Sun City, Arizona.
- C. To impose a Transfer Fee, Capital Improvement Fee, and Preservation and Improvement Fee upon said Property and its Owner(s) on the purchase, acquisition, transfer, inheritance, gift or any change in ownership of legal or beneficial interest in the title to property located in Sun City, Arizona pursuant to any deed, contract for sale, will or other instrument or document transferring an interest in such property, so long as the original payer of such Transfer Fee, Capital Improvement Fee, or Preservation and Improvement Fee no longer retains a majority ownership interest in said Property.

III. OWNER(S) AGREE(S):

- A. To pay in advance and when due to RCSC: (a) The annual property assessment for said Property regardless of the use or non-use of any recreational facilities, and regardless of whether such Owner or any occupants are qualified under the RCSC Restated Articles of Incorporation, Corporate Bylaws, or Board Policies to use any such facilities; and (b) A Transfer Fee, Capital Improvement Fee, and Preservation and Improvement Fee upon the purchase, acquisition, transfer, inheritance, gift or any change in ownership of legal or beneficial interest in the title to property located in Sun City, Arizona pursuant to any deed, contract for sale, will or other instrument or document transferring an interest in said Property, so long as the original payer of such Transfer Fee, Capital Improvement Fee, or Preservation and Improvement Fee no longer retains a majority ownership interest in said Property.
- B. The agreements set forth above shall be to the benefit of each and all Owners of said Property, whether they shall have become such before or after the date hereof, and their respective successors. The obligations, agreements, assessment and fees herein are subject to the provisions of the RCSC Articles of Incorporation, Corporate Bylaws, Board Policies and any and all other rules and regulations of the corporation, as amended from time to time. The annual property assessments, special assessments, preservation and improvement fees, capital improvement fees, transfer fees and any and all other assessments or fees charged by the RCSC may be amended by the Board of Directors of RCSC, at any time, pursuant to the Articles of Incorporation, Corporate Bylaws, and Board Policies of the RCSC and the laws of the State of Arizona.

Owner(s) Initials _____ / _____ / _____ / _____ /

- C. To waive any statute of limitations defense in connection with the collection of the RCSC assessments and fees.
- D. In addition to other remedies, RCSC shall have a valid lien upon the Property, whether or not exempt by law, as security for the payment of RCSC annual property assessments, special assessments, capital improvement fees, preservation and improvement fees, transfer fees, late and lien fees, interest and any and all other assessments or fees assessed against the Property and its Owner(s) and shall be subordinate only to the first mortgage or first deed on said Property. If any assessment or fee is not paid within ninety (90) days after it becomes due, said lien may be foreclosed in the same manner as a mortgage.
- E. To require, as a condition of any future transfer of the Property, that the buyer/transferee execute, and deliver to RCSC at the closing, a RCSC Facilities Agreement signed by all the deeded Owners.
- F. The agreements set forth shall bind all persons or entities in whom/which title or ownership of the Property shall be vested, legally or beneficially. This Facilities Agreement shall terminate (a) after Owner(s) has/have terminated title or beneficial ownership interest in the Property; and (b) upon the signing and execution of a new Facilities Agreement provided that the selling/transferring owner(s) has/have no unsatisfied liability or obligation hereunder at the time of termination of this Agreement. Owner(s) expressly declare(s) that the covenants set forth herein are to run with the Property.

IV. IT IS MUTUALLY AGREED THAT:

- A. This agreement is binding upon the parties, their heir(s), executor(s), personal representative(s), successor(s), assign(s), guardian(s), conservator(s), trustees and beneficial owner(s).
- B. This agreement, or notice thereof, shall be recorded in the office of Recorder of Deeds, Maricopa County, Arizona.
- C. This agreement cannot be changed, altered or amended in any way except by the Recreation Centers of Sun City, Inc.
- D. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court, the validity and enforcement of the remaining provisions shall not be affected thereby and shall continue to be enforceable and valid.

Dated this _____ day of _____, 20_____

OWNER

OWNER

OWNER

OWNER

**STATE OF ARIZONA
County of Maricopa**

The foregoing agreement was acknowledged before me this _____ day of _____, 20_____, by the Owner(s)

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires: _____

NOTARY PUBLIC

FOR USE BY RECREATION CENTERS OF SUN CITY, INC. ONLY

By _____ its Authorized Agent

**STATE OF ARIZONA
County of Maricopa**

The foregoing agreement was acknowledged before me this _____ day of _____, 20 _____

by _____ the authorized agent of Recreation Centers of Sun City, Inc., an Arizona nonprofit corporation, on behalf of the corporation.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires: _____

NOTARY PUBLIC