

5

BYLAWS

OF

THE GREENS AT GAINNEY RANCH HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is The Greens at Gainney Ranch Homeowners Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at 8655 East Via de Ventura, Scottsdale, Arizona, 85258, but meetings of Members and Directors may be held at such places within the State of Arizona, County of Maricopa, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Greens at Gainney Ranch Homeowners Association, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration (as herein defined) and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association and held for the common use and enjoyment of the Owners as more fully set forth in the Declaration and described in the Plat (as herein defined).

Section 4. "Lot" shall mean and refer to any Lot, as described in the Declaration and shown upon any recorded plat relating to the Property (the "Plat"), with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title to any Lot which is a part of the Property (or legal title if the same has merged). The foregoing does not include persons or entities holding such interest merely as security for the performance of an obligation so long as the holder of the beneficial title to said Lot has an interest of record.

Section 6. "Declarant" shall mean and refer to, collectively, Thomas Cullen Davis, a married man dealing with his sole and separate property; William J. Clayton and Joan E. Clayton, his wife; and Richard Wensel and Joan E. Wensel, his wife; their successors and assigns, if such successors or assigns should

acquire more than one undeveloped Lot from the Declarant for the purpose of development as more fully described in the Declaration or other person or entity becoming Declarant under the Declaration.

Section 7. "Declaration" shall mean and refer to the Satellite Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements relating to the Property and recorded or to be recorded in the Office of the Maricopa County Recorder.

Section 8. "Member" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Association shall be held in February of each year on a day selected by the Board of Directors of the Association, provided, however, that the dates so chosen shall be a Tuesday, Wednesday or Thursday and the time of the meeting shall be 7:30 P.M., o'clock.\*

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid or by hand delivery, in each case, at least 15 days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

\* {Section 1., which formerly read "Annual Meetings. The first annual meeting of the Members shall be held within six (6) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday., was amended by homeowner action at the Annual Meeting, February 21, 1990.}

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Unless otherwise stated, each proxy shall expire eleven (11) months after its date. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Record Date Owners. Record Date Owners shall be, with respect to any meeting, those persons who, as of 5 p.m. on the twentieth (20) day prior to such meeting, are Owners. If, at a meeting, adjournment is taken, the Record Date Owners for the adjourned meeting shall be the same as those for the meeting at which the adjournment was taken, unless the adjournment or adjournments exceed thirty (30) days in the aggregate. When a meeting of the Owners is adjourned for thirty (30) days or more, written notice of the adjourned meeting shall be given as in the case of any original meeting. Only Record Date Owners shall be entitled to vote upon any questions before the Members or to authorize action.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall determine the number of Directors and shall elect of the Directors for a term of one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. Directors who have resigned or who have been removed may be re-appointed or re-elected.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Board of Directors (or Committees thereof) shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors, which approval may include the waiver of notice of such a meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors and shall be filed in the Minutes of the Board.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice (which may be by telephone or other electronic means) to each Director, unless notice thereof is waived in writing by all Directors.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Telephonic or Other Electronic Equipment. Meetings of the Board of Directors, whether regular or special, may be held by means of conference telephone or similar communications equipment, by means of which all persons participating in

the meeting can hear one another.. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 5. Notice. Any meeting of the Board of Directors shall be deemed to have been validly and legally called if all of the Directors entitled to vote on the date of the meeting sign a written Waiver of Notice, either before or after the meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of that meeting and no written waiver need be obtained from that Director, except when the Director attends the meeting for the express purpose of objection to the transaction of any business because the meeting is not lawfully called or convened. All such waivers, consents or approvals shall be filed with the corporate records.

Section 6. Unanimous Consent. Any action requiring or permitted to be taken by the Board of Directors shall be deemed to have been taken and made if all Directors individually or collectively consent in writing to such action. Such written consent shall be filed with the Minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish Rules and Regulations governing the use of the Common Area and Improvements, and the personal conduct of the Members and their guests and others thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Area of a Member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice for infraction of the Declaration or published Rules and Regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;

(f) assisting, working in conjunction with or otherwise facilitating the actions and responsibilities of the Master Association as set forth in the Declaration and the Master Declaration; and

(g) take all other such acts or actions as may, in the opinion of the Board, be deemed to be necessary or proper to carry out the responsibilities of the Board and of the Association as set forth in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a record of all its acts and corporate affairs and to present a summary thereof to the Members at the annual meeting of the Members, or at any special meeting when such a summary or a specific statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all Officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix, alter, collect and enforce the amount of the Annual Assessment in advance of each Annual Assessment period;

(2) send written notice of each Assessment to every Owner subject thereto in advance of each Annual Assessment period; and

(3) fix the amount, send notice of and collect Special Assessments:

(4) determine the need for and amount of Individual Assessments and enforce the same; and

(5) foreclose the lien against any property for which Assessments are not paid when due (or after any applicable grace periods) and/or

bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon written request by any Member or First Mortgagee, or, if the Board or such Officer shall deem appropriate, by any other person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment in the absence of fraud or bad faith;

(e) procure and maintain adequate liability and hazard insurance on all Common Area property;

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) cause the Common Area to be maintained;

(h) pay all taxes which would be a lien upon the Common Area and pay and discharge any lien or encumbrance levied against the Property or the Common Area, and to obtain appropriate reimbursement for any such payment;

(i) enforce the Declaration and take or cause to be taken all other actions and perform all other duties (either required or permissive) of the Board and the Association as set forth in the Declaration; and

(j) take all other such acts or do other things as are necessary or desirable, either alone or in conjunction with or under the auspices of the Master Association, in order to fulfill the obligations of the Association and the Board as set forth in the Declaration and in the Master Declaration.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of the Association shall be a President who shall at all times be a member of the Board of Directors, a Vice-President and any number of Executive or Special Vice-Presidents, a Secretary, a Treasurer and such other Officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless an Officer shall sooner resign, shall be removed or shall otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes unless the Board, by Resolution, determines that another Officer may exercise sole authority to sign certain checks.

Vice President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.



Executive or Special Vice-Presidents shall have such powers and duties as may be determined by the Board from time to time.

#### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required or requested by further Resolution of the Board; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 9. Checks and Drafts. All checks, drafts and other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directions.

Section 10. Other Documents. The Board of Directors, except as these Bylaws otherwise provide, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it liable for any purpose or to any amount.

### ARTICLE IX

#### COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other Committees as deemed appropriate in carrying

out its purpose. The business and affairs of those Committees may be governed by the provisions of these Bylaws dealing with the Board of Directors and meetings thereof to the extent practicable.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours and upon reasonable written notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual, Special and, under certain circumstances, Individual Assessments which are secured by a continuing lien upon the Lot against which any such Assessment is made. Annual Assessments shall be, from time to time, established in an amount as set forth in the Declaration. Any Assessments which are not paid when due shall be delinquent. If an Assessment is not paid within thirty (30) days after the due date, such Assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the affected property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. Whether or not suit is instituted, the lien shall secure the Association's costs and attorneys' fees expended in conjunction with the enforcement of the Assessment or the lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein and in the Declaration by non-use of the Common Area or abandonment of his Lot.

#### ARTICLE XII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

The Greens at Gainey Ranch  
Homeowners Association  
Corporate Seal  
Arizona, 198\_

## ARTICLE XIII

### AMENDMENTS AND CONFLICTS

Section 1. Amendments. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy or by the vote of two-third (2/3) of the Directors present at a Special Meeting called for such purpose at which a quorum is otherwise present.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. Concerning the Master Association. Notwithstanding anything contained in these Bylaws or the Articles of the Association to the contrary, the Gainey Ranch Community Association, an Arizona nonprofit corporation and the entity designated the "Master Association" under and pursuant to that certain Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (the "Master Declaration") relating to the Property and to other real property, dated March 23, 1984, and recorded March 29, 1984 in Maricopa County Records, Instrument No. 84-130211, shall have the right, power and ability pursuant to the Declaration and the Master Declaration to take control of the affairs of the Association in certain matters more fully set forth in the Declaration and the Master Declaration. In such events, the Members of the Board and of the Association shall cooperate with the Master Association in smoothly effecting such a change of control and, if warranted in the future, the relinquishment of such control to the Association and its Members.

## ARTICLE XIV

### MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration, unless the context clearly indicates to the contrary.

ARTICLE XV

MORTGAGES AND DEEDS OF TRUST

It shall be the duty of each Owner whose Unit is encumbered by a first mortgage, deed of trust, or agreement for sale to notify the Association through its Secretary of the name and address of such mortgagee or beneficiary, and the Association shall maintain a record of such encumbrances. The Owner shall likewise notify the Association as to the release or discharge of any such mortgage.

ARTICLE XVI


SUBORDINATION TO MASTER DECLARATION


These Bylaws shall in all respects be subject and subordinate to the Master Declaration, and any amendments thereto, and to the Tract Declaration, and all amendments thereto.

IN WITNESS WHEREOF, we, being all of the Directors of The Greens at Gainey Ranch Homeowners Association have hereunto set our hands this 22<sup>nd</sup> day of ~~July~~, 1984.

*September*

  
\_\_\_\_\_  
Terry Clayton

  
\_\_\_\_\_  
Phillip Marsden

  
\_\_\_\_\_  
William J. Clayton

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of The Greens at Gainey Ranch Homeowners Association, an Arizona nonprofit corporation: and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Board of Directors thereof, on the 31 day of ~~July~~ <sup>September</sup>, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 31 day of ~~July~~ <sup>September</sup>, 1984.

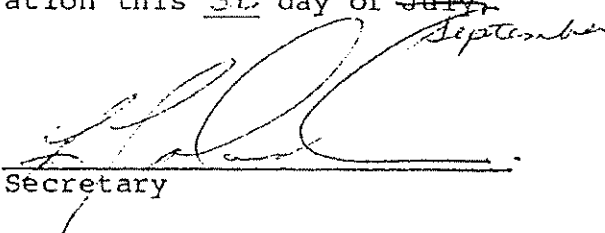
  
Secretary

EXHIBIT A

THE GREENS

MAINTENANCE

MAINTENANCE OF FRONT YARD AREAS

This Rule is intended to clarify the intent behind the Master Association (GRCA) Declaration and The Greens Declaration with respect to the maintenance of the front yards insofar as such maintenance is only intended to apply to landscaping and irrigation so as to provide a pleasing and consistent visual effect throughout the entire project.

Article IX, Section 9.1 of The Master Association Declaration states as follows:

"The Master Association shall as an expense, reimbursable by the Association under the Master Declaration, maintain the front yard of each and every improved Lot located within the Development up to, but not including, the front wall associated with the dwelling Unit on such Lot."

Front yard maintenance is hereby further defined and limited to the maintenance of the entire surface of the above described area including improvements existing on the surface (i.e.: trees, turf, all plant materials, sprinkler heads, light fixtures, driveway, etc.) Front yard maintenance shall also include all components of the irrigation system located above, on or below the ground level and having been installed for the purpose of providing water to the front yard turf and plant materials.

However, front yard maintenance does not include the replacing, repairing and maintaining of any utility and service lines and systems, including, but not limited to water, sewers, gas, telephones, electricity, television cable, communication and security lines and systems. Neither the master Association nor the Satellite Association shall have any liability whatsoever for damage and personal injury arising out of or due to any operation or failure of utility and service lines for any reason whatsoever. This maintenance exclusion applies regardless of location on, over or under the surface area of the front yard.

THE GREENS AT GAINNEY RANCH  
SUN CONTROL DEVICES

All sun control devices require Gainey Ranch Architectural Committee and Satellite Association Architectural Committee approval prior to any construction or installation. Additional information regarding submittal/approval can be obtained at the Gainey Ranch Community Association Administration office.

1. AWNINGS are reviewed on an individual basis.

Approved color of fabric: Sand and Beige  
Approved fabric trim color: Sand or Creme Binding  
Valances, if used, must be style #10 (See attached)

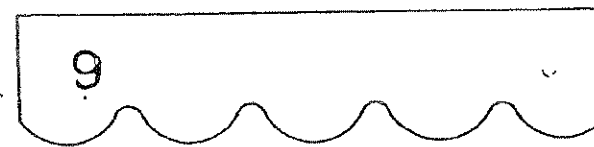
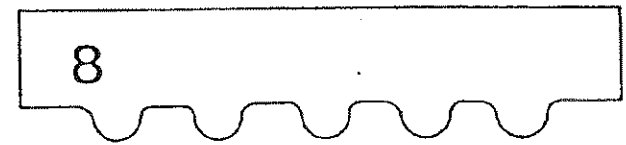
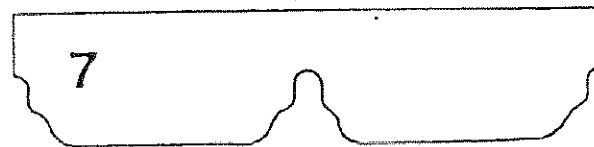
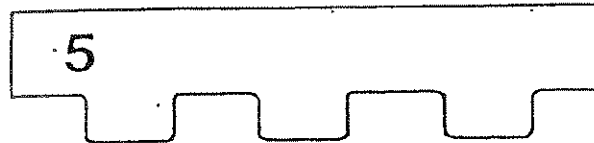
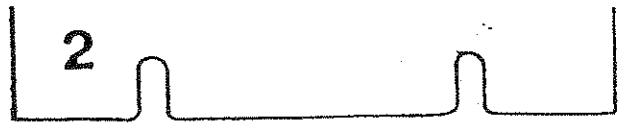
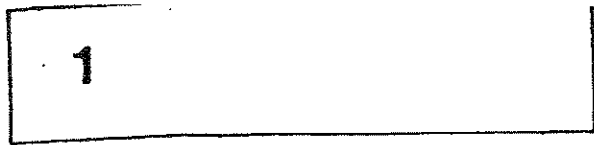
2. PERMANENT SUN SCREENS

Approved color: Bronze

3. RETRACTABLE SUN SCREENS

Approved color: Bronze or Charcoal

Mechanical parts and framework must be Bronze or painted to match the building.



Valance #10 is the approved design.

THE GREENS AT GAINNEY RANCH



THE GREENS

MAINTENANCE

MAINTENANCE OF FRONT YARD AREAS

This Rule is intended to clarify the intent behind the Master Association (GRCA) Declaration and The Greens Declaration with respect to the maintenance of the front yards insofar as such maintenance is only intended to apply to landscaping and irrigation so as to provide a pleasing and consistent visual effect throughout the entire project.

Article IX, Section 9.1 of The Master Association Declaration states as follows:

"The Master Association shall as an expense, reimbursable by the Association under the Master Declaration, maintain the front yard of each and every improved Lot located within the Development up to, but not including, the front wall associated with the dwelling Unit on such Lot."

Front yard maintenance is hereby further defined and limited to the maintenance of the entire surface of the above described area including improvements existing on the surface (i.e.: trees, turf, all plant materials, sprinkler heads, light fixtures, driveway, etc.) Front yard maintenance shall also include all components of the irrigation system located above, on or below the ground level and having been installed for the purpose of providing water to the front yard turf and plant materials.

However, front yard maintenance does not include the replacing, repairing and maintaining of any utility and service lines and systems, including, but not limited to water, sewers, gas, telephones, electricity, television cable, communication and security lines and systems. Neither the master Association nor the Satellite Association shall have any liability whatsoever for damage and personal injury arising out of or due to any operation or failure of utility and service lines for any reason whatsoever. This maintenance exclusion applies regardless of location on, over or under the surface area of the front yard.