

Jim

It is my understanding that the Association has requested my legal opinion regarding the possible elimination of court use fees. In rendering this legal opinion, I have reviewed your email below, the attached Agreement of Purchase and Sale, the Master CC&Rs and relevant Arizona law.

Special Use Fees

Pursuant to Article III, Section 1(a) of the Master CC&Rs,

Section 1. Easement of Enjoyment. Every Owner, Resident and Member of the Master Association shall have a right and easement of enjoyment in and to the Master Common Areas which shall be appurtenant to and shall pass with the title to every Lot and Parcel, subject to the following provisions:

Unofficial Document

(a) The right of the Master Association to charge admission, club membership and other Special Use Fees for the use of any recreational or other facility situated upon the Master Common Areas. Special Use Fees shall be uniform among Members and Residents; provided, however, in accordance with Subsection (g) below Special Use Fees may be charged to Owners and Residents of Parcels having Nonresidential Land Use Classifications for use of the Estate Club facilities even though other Owners and Residents are not subject to such Special Use Fees.

Based on the foregoing, it is my legal opinion that whether to charge a special use fee for the tennis court and/or pickleball court use is at the discretion of the Board. In fact, an argument could be made (based on the provision above) that excluding The Courts Owners from the special use fee for the tennis complex is potentially in conflict with Article III, Section 1(a), which expressly provides that "Special Use Fees shall be uniform among Members and Residents[.]"

Based on the foregoing, I do not have any issue with the Master Board opting to eliminate the special use fees for the tennis courts and/or pickleballs court, and I further do not feel that eliminating such fees is prejudicial to The Courts owners.

Tennis/Pickleball Improvement Costs

With regard to Section 2(a) of the attached Agreement, which I've copied below for reference, it is my legal opinion that the provision does not require The Courts Owners to separately be responsible for any costs to improve the tennis and/or pickleball courts. Rather, the purpose of the provision is to clarify that The Courts owners are not excepted from any costs that may be charged to all owners within Gainey Ranch in connection with improvements to the tennis and/or pickleball courts. In other words, The Court owners would be equally responsible, along with all other owners within Gainey Ranch, for any charges connected to improvements to the tennis and/or pickleball courts (e.g. a special assessment).

(a) So long as the tennis courts exist and are either owned by the Master Association or designated as Master Common Area, all fulltime residents actually living in any of the 70 dwelling units planned for the Property shall be entitled to use the tennis courts comprising a part of the Tennis Complex without payment of any special use fees for use of the courts or other special fees or charges levied or assessed solely against the users of such courts or of the Tennis Complex; provided, however, such residents shall be obligated to pay any temporary surcharges or temporary fees which are charged to users of the tennis courts in order to finance or defray (in whole or in part) the cost of new improvements to, or expansion of, the Tennis Complex.

Finally, it is my legal opinion that the pickleball courts that were constructed within the Tennis Complex would very likely fall under the provisions of the Agreement any time that the Agreement uses the phrase "Tennis Complex".

Please let me know if you have any further questions. Thank you for the opportunity to represent the Association.

/s/ Beth Mulcahy

Sincerely,

Beth Mulcahy, Esq.

