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FIRST CLASS MAIL AND EMAIL

Board of Directors

Westwood Ranches Phase VI Owner's Road Maintenance Association
c/o Brown Community Management, Inc.
7255 E. Hampton Ave, Suite 101
Mesa, Arizona 85209

PRESCOTT

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RE: Parcel Combination/Splits

ADDITIONAL OFFICES

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Dear Members of the Board:

NATIONWIDE

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We have been asked to provide guidance to you regarding lot combination/splits and their effect on the owner's assessment obligation. Specifically, we understand that several owners have either split their individual parcel into two separate parcels or combined two or more parcels into one individual parcel. When either situation occurs, you would like to know how the owner's assessment obligation is affected.

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In formulating a response, we reviewed the following documents: (1) Road Easement Maintenance Obligation ("REMO"), (2) Addendum to Road Maintenance Easement Obligation, (3) Amendment to Road Easement Maintenance Obligation, (4) Bylaws, (5) Articles of Incorporation, and (6) Coconino County Department of Community Development land combination/split forms.

This opinion is based on Arizona law and the Association's governing documents as of the date of this letter. Therefore, this opinion should not be relied on in any other jurisdiction or for any other association. Additionally, this opinion is based on the facts as they have been provided to us. Any change in the facts could change our opinion. For this reason, if the facts should change, or if you are aware of any additional information we should consider, please inform us so that we can make any changes to this opinion that may be necessary. Finally, keep in mind that this is a legal opinion for your use only and is not a guarantee of any particular outcome.

† Also Licensed
In New Mexico

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Payment of assessments in Westwood Ranches is tied to parcel ownership. Owners of parcels are obligated to pay assessments for each parcel. See Sections 2 and 6 of the REMO. A parcel is defined in Article II, Section 5 of the Bylaws as:



“Parcel” shall mean and refer to a separately designated and legally described freehold estate consisting of any plot of land and the improvements thereon shown upon any recorded survey of plat of the Properties.

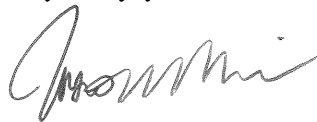
When an owner splits his or her individual parcel into two separate parcels, the original parcel ceases to legally exist and two new parcels are created. These parcels are legally separate and distinct pieces of real property and are recognized as such by Coconino County when the owner submits the proper paperwork and completes the parcel split process. When this process is complete and the County assigns each parcel its own APN number, we believe that the Association may assess both parcels an annual assessment.

With respect to parcel combinations, the opposite result occurs. Again, when two or more individual parcels are combined into one parcel, the individual parcels cease to legally exist and one new parcel is created. When the owner of the parcels completes the parcel combination process with Coconino County and an APN is assigned to the new parcel, we believe that the Association may assess an annual assessment to only the new parcel.

We are aware of some sets of deed restrictions that contain a restriction that requires owners, when they combine parcels, to pay assessments as if the parcels were not combined, but the REMO and its amendments do not contain this type of restriction.

We hope this opinion has been helpful. If you have any questions or concerns, please feel free to contact us.

Very truly yours,



Jason N. Miller, Esq.

for

CARPENTER, HAZLEWOOD, DELGADO & WOOD, PLC