

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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GONZALESJ

When recorded return to

Taylor Woodrow/Arizona, Inc
6710 North Scottsdale Road, Suite 100
Scottsdale, Arizona 85253
Attn HOA Administrator

01277178 - JAS

LAWYERS TITLE OF ARIZONA, INC.

3/7

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SIERRA VERDE**

11/11/03

This Declaration of Covenants, Conditions, and Restrictions for Sierra Verde is made on the date hereinafter set forth by TAYLOR WOODROW/ARIZONA, INC , an Arizona corporation ("Taylor"), and LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership ("Levine")

WITNESSETH

WHEREAS, Taylor and Levine (collectively "Co-Declarants" and individually a "Co-Declarant") are the owners of certain real property ("Property") located in Maricopa County, State of Arizona, described on Exhibit A attached hereto

NOW, THEREFORE, Co-Declarants hereby declare that the Property described above shall be subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter sometimes collectively termed "Covenants and Restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Property

ARTICLE I
DEFINITIONS

Section 1 1 "Architectural Committee" means the committee established by the Board or the Co-Declarants pursuant to Section 3 4 of this Declaration

Section 1 2 "Architectural Committee Rules" means the rules adopted by the Architectural Committee

Section 1 3 "Articles" means the Articles of Incorporation of the Association which have been or will be filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time

Section 1 4. "Assessment Lien" means the lien granted to the Association by this Declaration to secure the payment of Assessments and all other amounts payable to the Association under the Project Documents

Section 1 5 "Assessments" means the annual, special, and neighborhood assessments levied and assessed against each Lot pursuant to Article IV of the Declaration

Section 1 6 "Association" means the Arizona nonprofit corporation organized or to be organized by the Co-Declarants to administer and enforce the Project Documents and to exercise

the rights, powers and duties set forth therein, and its successors and assigns Co-Declarants intend to organize the Association under the name of "Sierra Verde Community Association," but if such name is not available, Co-Declarants may organize the Association under such other name, as the Co-Declarants deem appropriate

Section 1 7 "Association Rules" means the rules and regulations adopted by the Association, as the same may be amended from time to time

Section 1 8 "Board" means the Board of Directors of the Association

Section 1 9 "Builder" means any Owner of two or more Lots which is in the business of construction homes and which intends to construct homes for resale on the Lots it owns

Section 1 10. "Bylaws" means the bylaws of the Association, as such bylaws may be amended from time to time

Section 1 11. "Common Area" means all real property owned by the Association, but such definition shall not preclude the Association from operating, maintaining or repairing any other real property for the benefit of the members of the Association (e.g. landscaping in public rights-of-way) or any other real property maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the members

Section 1 12 "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves

Section 1 13 "Co-Declarants" means Taylor and Sierra and their successors and assigns if such successors or assigns should acquire five or more undeveloped lots from a Co-Declarant for the purpose of development and resale and such acquisition includes a transfer of the Co-Declarant's rights herein as to such lots, a Co-Declarant shall have the right to assign its rights hereunder as to a portion of the Property and retain its rights as Co-Declarant as to another portion of the Property by recording a written notice of such assignment and the portions of the Property to which the assignment pertains No successor Co-Declarant shall have any liability resulting from any actions or inactions of any preceding Co-Declarants unless expressly assumed by the successive Co-Declarant, in which event the preceding Co-Declarant shall be released from liability

Section 1 14 "Declaration" means the provisions of this document and any amendments hereto

Section 1 15 "First Mortgage" means any mortgage, deed of trust, or contract for deed on a Lot which has priority over all other mortgages, deeds of trust and contracts for deed on the same Lot A contract for deed is a recorded agreement whereby the purchaser of a Lot acquires possession of the Lot but does not acquire legal title to the Lot until a deferred portion of the purchase price for the Lot has been paid to the seller

Section 1 16 "First Mortgagee" means the holder of any First Mortgage

Section 1 17 "Improvement" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind

Section 1 18 "Lot" or "lot" means any Lot shown on a Plat For purposes of voting on any issue required to receive the approval of Lot Owners, the Owner of a parcel zoned for residential use shall be deemed to be the Owner of the maximum number of Lots into which such parcel may be subdivided under then applicable zoning and other legal requirements

Section 1 19 "Member" means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association

Section 1 20. "Owner" or "owner" shall mean the record owner, except as provided below, whether one or more persons or entities, of fee simple title to any lot, including without limitation, one who is buying a lot under a recorded contract, but excluding others having an interest merely as security for the performance of an obligation In the case of a lot where fee simple title is vested of record in a trustee under a deed of trust, legal title shall be deemed to be in the trustor In the case of a lot where fee simple title is vested in a trustee pursuant to a trust agreement, the beneficiary entitled to possession shall be deemed to be the Owner

Section 1 21 "Plat" means any recorded subdivision plat or plats of any portion of the Property

Section 1 22 "Project" means the Property together with all buildings and other Improvements located thereon and all easements, rights and privileges appurtenant thereto.

Section 1 23 "Project Documents" means this Declaration and the Articles, Bylaws, Association Rules and Architectural Committee Rules

Section 1 24 "Purchaser" means any person other than the Co-Declarants, who by means of a voluntary transfer becomes the Owner of a Lot except for (i) an Owner who purchases a Lot and then leases it to a Co-Declarant for use as a model in connection with the sale of other Lots or (ii) an Owner who, in addition to purchasing a Lot, is assigned any or all of a Co-Declarant's rights under this Declaration

Section 1 25 "Residential Unit" means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

Section 1 26 "Single Family" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling



Section 1.27 "Single Family Residence" shall mean a building, house or dwelling unit used as a residence for a Single Family, including any appurtenant garage or storage area.

Section 1.28 "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations

Section 1.29 "Visible from Neighboring Property" or "visible from neighboring property" shall mean that an object is or would be visible to a person six feet (6') tall standing on a neighboring lot or street at an elevation not greater than the elevation at the base of the object being viewed

ARTICLE II
PLAN OF DEVELOPMENT

Section 2.1 Property Initially Subject to the Declaration This Declaration is being recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Co-Declarants, their successors, assigns and grantees, covenant and agree that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and such shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot

ARTICLE III
THE ASSOCIATION, RIGHTS AND DUTIES,
MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Rights, Powers and Duties The Association shall be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in the Project Documents. Unless the Project Documents specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board

Section 3 2 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Articles and the Bylaws.

Section 3 3 Association Rules The Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations The Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner except that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws Upon adoption, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration

Section 3 4 Architectural Committee The Board shall establish an Architectural Committee consisting of not less than three (3) members to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration, the Bylaws or the Board So long as any Co-Declarant owns any Lot, the Co-Declarants then owning Lots shall have the right to appoint and remove members of the Architectural Committee by majority vote of the Co-Declarants based on the number of lots then owned by each Co-Declarant. At such time as no Co-Declarant owns any Lot, the Board shall have the right to appoint and remove members of the Architectural Committee.

Section 3 5 Identity of Members Membership in the Association shall be limited to Owners of Lots An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

Section 3 6 Transfer of Membership Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association The Association shall have the right to charge a reasonable transfer fee to the new owner in connection with any transfer of a Lot

Section 3 7 Classes of Members The Association shall have two classes of voting membership

Class A. Class A members shall be all Owners, with the exception of the Co-Declarants until the termination of the Class B membership Each Class A member shall be entitled to one (1) vote for each Lot owned

Class B The Class B members shall be the Co-Declarants The Class B member shall be entitled to three (3) votes for each Lot owned The Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When seventy-five percent (75%) of the Lots have been conveyed to Purchasers, or

(ii) Seven (7) years after the conveyance of the first Lot to a Purchaser, or

(iii) When all of the Co-Declarants notify the Association in writing that they relinquish their Class B membership

Section 3.8 Joint Ownership When more than one person is the Owner of any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one ballot be cast with respect to any Lot. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event more than one ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 3.9 Corporate Ownership In the event any Lot is owned by a corporation, partnership or other association, the corporation, partnership or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, the president, general partner or chief executive officer of such corporation, partnership or association shall have the power to vote the membership.

Section 3.10. Suspension of Voting Rights In the event any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of the Project Documents for a period of fifteen (15) days, said Owner's right to vote as a Member of the Association shall be suspended for a period not to exceed sixty (60) days for each infraction of the Project Documents, and shall remain suspended until all payments, including accrued interest and attorneys' fees, are brought current.

Section 3.11 Termination of Contracts and Leases A contract for any of the following, if entered into by the Association prior to the expiration of the Class B membership in the Association, may be terminated by the Association at any time after the expiration of the Class B membership on thirty (30) days written notice to the other party:

(1) Any management contract, employment contract or lease of recreational or parking areas or facilities

(ii) Any contract or lease, including franchises and licenses, to which any of the Co-Declarants or any affiliate of any of the Co-Declarants is a party.

Section 3 12 Fines The Association, acting through its Board of Directors, shall have the right to adopt a schedule of fines for violation of any provision of the Project Documents by any Owner or such Owner's licensees and invitees. No fine shall be imposed without first providing a written warning to the Owner describing the violation and stating that failure to stop the violation within no less than ten (10) days or another recurrence of the same violation within six (6) months of the original violation shall make the Owner subject to imposition of a fine. All fines shall constitute a lien on all lots owned by the Owner and shall be paid within thirty (30) days following imposition. Failure to pay any fine shall subject the Owner to the same potential penalties and enforcement as failure to pay any assessments under Article IV.

Section 3 13 Limitation on Claims No claim arising against any of the Co-Declarants or any officer, director, employee, partner, member, shareholder or other representative of any of the Co-Declarants, including without limitation any claims arising from any Co-Declarant's exercise of any right arising from such Co-Declarant's Class B membership or arising from any action or inaction by any person in such person's capacity as an officer or director of the Association, shall be asserted by the Association more than six months following the later of termination of the Class B membership or the termination of such person's service as an officer or director of the Association. All claims that are not filed in a proper court within the foregoing time period shall be deemed forever waived and released. This section shall not be subject to amendment without the written approval of all of the Co-Declarants.

Section 3 14 Personal Liability No director or officer of the Association, no member of the Architectural Committee or of any committee of the Association, and no other person acting on behalf of the Board shall be personally liable to any Member, or to any other Person for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence in the discharge of such person's duties and responsibilities under the Project Documents provided such person acted in good faith.

Section 3 15 Conveyance or Encumbrance of Common Area. The Common Area shall not be mortgaged or conveyed without the prior written consent or affirmative vote of the Co-Declarants and the affirmative vote or written consent of the Owners representing at least two-thirds (2/3) of the votes entitled to be cast by Class A members of the Association. The Association may grant permits, licenses and easements on, over, under and through the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4 1 Creation of the Lien and Personal Obligation of Assessments The Co-Declarants, for each Lot owned by them, hereby covenant, and each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the



Association annual assessments, special assessments, and any applicable neighborhood assessments. The annual, special, and neighborhood assessments, together, with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 4.2 Purpose of the Assessments The Assessments levied by the Association shall be used exclusively for (i) the upkeep, **maintenance and improvement of the Common Area**, (ii) maintenance, repair, replacement, and operation of rights-of-way and easements within or immediately adjacent to the Project (e.g. landscaping and sidewalks within the right-of-way of adjoining streets) to the extent that such actions are required by government entities or deemed appropriate by the Association's Board of Directors, (iii) promoting the recreation, health, safety and welfare of the Owners and residents of Lots within the Property, and (iv) the performance and exercise by the Association of its rights, duties and obligations under the Project Documents. Notwithstanding the foregoing, neighborhood assessments shall be used only for the benefit of the neighborhood paying such assessments, shall not be used for any purpose that is covered by annual assessments or special assessments in other areas of the Property, and shall be accounted for separately from annual and special assessments.

Section 4.3 Annual Assessment

(A) For each fiscal year of the Association commencing upon the first to occur of (i) transfer to and acceptance for maintenance by the Association of any Common Area or (ii) conveyance of a Lot to a Purchaser, the Board shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board believes to be required during the ensuing fiscal year to pay all Common Expenses including, but not limited to (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and those parts of the Lots, if any, which the Association has the responsibility of maintaining, repairing or replacing under the Project Documents, (ii) the cost of wages, materials, insurance premiums, services, supplies and maintenance or repair of the Common Area and for the general operation and administration of the Association, (iii) the amount required to render to Owners all services required to be rendered by the Association under the Project Documents, and (iv) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacement.

(B) For each fiscal year of the Association commencing upon the first to occur of (i) transfer to and acceptance for maintenance by the Association of any Common Area or (ii) conveyance of a Lot to a Purchaser, the total amount of the estimated Common Expenses shall be assessed by the Board. Except to the extent that this Declaration expressly provides for reduced assessments to Co-Declarants and for neighborhood assessments only on Lots benefiting from such neighborhood assessments, all assessments shall be equal on all Lots.

(C) An Owner other than a Co-Declarant shall be obligated to pay only twenty-five percent (25%) of the annual assessment attributable to its Lot until the earliest of (i) the date on which a certificate of occupancy or similar permit is issued by the appropriate governmental authority, (ii) six (6) months from the date on which a building permit is issued by the appropriate governmental authority for construction of a residential unit on the Lot, or (iii) two (2) years after the Lot was conveyed to the Owner by the Co-Declarant. If a Lot ceases to qualify for the reduced twenty-five percent (25%) rate of assessment during the period to which an annual assessment is attributable, the annual assessment shall be prorated between the applicable rates on the basis of the number of days in the assessment period that the Lot qualified for each rate.

(D) The Co-Declarants shall be exempt from payment of annual assessments on Lots owned by the Co-Declarants. If a Lot ceases to be owned by Co-Declarants and therefore becomes subject to assessment during the period to which an annual assessment is attributable, the assessment shall be prorated based on the basis of the number of days in the assessment period that the Lot is not owned by Co-Declarants.

(E) The Co-Declarants and the Owners paying reduced assessments pursuant to section 4.3(C) shall pay to the Association any amounts which, in addition to the annual assessments levied by the Association, may be required by the Association in order for the Association to fully perform its duties and obligations under the Project Documents, including the obligation to maintain adequate reserve accounts. Notwithstanding the foregoing, neither Co-Declarants nor any such other Owners shall have any obligation to pay any amounts during any calendar year in excess of the amount that Co-Declarants or such Owner would have paid if it were paying full assessments. Any payments made by the Co-Declarants or such Owners to fund the estimated amounts due under this section in excess of Co-Declarants' and such Owners' actual funding obligation under this section shall, at Co-Declarants' option (determined by the vote of Co-Declarants holding a majority of Lots owned by all Co-Declarants), be credited toward payment of Co-Declarants' and such Owners' next due assessment payment or refunded to the payors thereof, with such credit or payment allocated to Co-Declarants and such Owners in proportion to the respective Lots owned by each of them until such Owners have recovered all of their excess payments and with any remaining credit or payment allocated among the Co-Declarants in proportion to their respective payments hereunder, for example, if Co-Declarants and such Owners pay \$25,000 to the Association in the middle of a calendar year to fund an estimated budget shortfall of the Association and the actual shortfall as of the end of the year would have been only \$20,000 in the absence of such payment, Co-Declarants and such Owners shall be entitled to a \$5,000 credit toward their next due assessment payment or a refund of \$5,000. Any amounts payable by Co-Declarants and Owners under this section shall be paid solely by Co-Declarants until such time as Co-Declarants have paid assessments on Lots owned by Co-Declarants at a rate of 25% of the annual assessment (with such payment obligation allocated among the Co-Declarants on the basis of the respective number of lots owned by the Co-Declarants as of the date on which the Board determines that payment is necessary under this Section 4.3(E)) and thereafter such additional funds shall be paid by Co-Declarants and Owners paying reduced assessments, with such payment responsibility allocated among Co-Declarants and such Owners paying reduced assessments on the basis of the respective number of Lots

owned by Co-Declarants and such Owners as of the date on which the Board determines that payment is necessary under this section 4 3(E)

(F) The Board shall give notice of the annual assessment to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association, but the failure to give such notice shall not affect the validity of the annual assessment established by the Board nor relieve any Owner from its obligation to pay the annual assessment

(G) If the Board determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the annual assessment for that fiscal year and the revised annual assessment shall commence on the date designated by the Board except that no increase in the annual assessment for any fiscal year which would result in the annual assessment exceeding the maximum annual assessment for such fiscal year shall become effective until approved by Members casting at least two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for such purpose

(H) The maximum annual assessment for each fiscal year of the Association shall be as follows

(i) Until January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual assessment for each Lot shall be \$480 00 (\$40 00 per month)

(ii) From and after January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual assessment will automatically increase during each fiscal year of the Association by the greater of (a) 10% of the maximum annual assessment for the immediately preceding fiscal year or (b) an amount based upon the percentage increase in the Consumer Price Index for All Urban Consumers (All Items) U S Town Average, published by the United States Department of Labor, Bureau of Labor Statistics (1982 - 84 = 100) (the "Consumer Price Index"), which amount shall be computed in the last month of each fiscal year in accordance with following formula:

X = Consumer Price Index for September of the calendar year two years preceding the calendar year for which the maximum annual assessment is to be determined

Y = Consumer Price Index for September of the calendar year one year preceding the calendar year for which the maximum annual assessment is to be determined.

$\frac{Y-X}{X}$ multiplied by the maximum annual assessment for the calendar year immediately preceding the year for which the maximum annual

assessment is to be determined equals the amount by which the maximum annual assessment may be increased

In the event the Consumer Price Index ceases to be published, then the index which shall be used for computing the increase in the maximum annual assessment permitted under this Subsection shall be the substitute recommended by the United States government for the Consumer Price Index or, in the event no such successor index is recommended by the United States government, the index selected by the Board

(iii) The increase in the maximum annual assessment pursuant to this Subsection (H) shall be calculated without considering the portion of the immediately preceding annual assessment attributable to the payment of utility charges or insurance premiums by the Association. In addition to the increase in the maximum annual assessment pursuant to Subsection (H)(ii) above, the maximum annual assessment shall include an increase for each fiscal year from and after January 1 of the year immediately following the conveyance of the first Lot to a purchaser in an amount equal to the amount in the Association budget for the prior fiscal year applicable to utility charges and insurance premiums, multiplied by the percentage increase in utility charges or the percentage increase in insurance premiums during the prior fiscal year, whichever is greater

(iv) Notwithstanding the foregoing, the annual assessments shall not be increased more than twenty percent (20%) for one fiscal year to the next fiscal year without the approval of Owners owning a majority of the Lots

Section 4.4. Special Assessments In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, including fixtures and personal Property related thereto, or for any other lawful Association purpose, provided that any such special assessment shall have the assent of Members having at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for such purpose. Special assessments shall be levied at a uniform rate for all Lots

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 or 4.4 Written notice of any meeting called for the purpose of obtaining the consent of the Members for any action for which the consent of the Members is required under Sections 4.3 and 4.4 shall be sent to all Members no less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting

Section 4 6. Date of Commencement of Annual Assessments, Due Dates The annual assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board may require that the annual assessment be paid in installments and in such event the Board shall establish the due dates for each installment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Association's designated agent setting forth whether the Assessments on a specified Lot have been paid.

Section 4 7 Effect of Non-payment of Assessments, Remedies of the Association

(A) Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due shall have added to such Assessment or installment, the greater of (i) interest from the due date at the rate of ten percent (10%) per annum, or (ii) a late charge of fifteen dollars (\$15 00). Any amounts paid by a Member shall be applied first to unpaid principal and then to late charges or interest. Any Assessment, or any installment of an Assessment, which is delinquent shall become a continuing lien on the Lot against which such Assessment was made. The Assessment Lien may be placed of record by the recordation of a "Notice of Claim of Lien" which shall set forth (i) the name of the delinquent Owner as shown on the records of the Association, (ii) the legal description and/or street address of the Lot against which the claim of lien is made, (iii) the amount claimed as of the date of the recording of the notice including late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees, and (iv) the name and address of the Association.

(B) The Assessment Lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for (i) tax liens for real Property taxes on the Lot, (ii) assessments on any Lot in favor of any municipal or other governmental body and (iii) the lien of any First Mortgage.

(C) Before recording a Notice of Claim of Lien against any Lot the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments together with late charges, interest, reasonable collection costs and reasonable attorneys' fees, if any. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien but any number of defaults may be included within a single demand or claim of lien. If the delinquency is not paid within ten (10) days after delivery of the demand, the Association may proceed with recording a Notice of Claim of Lien against the Lot of the defaulting Owner. The Association shall not be obligated to release the Assessment Lien until all delinquent Assessments, late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees have been paid in full whether or not all of such amounts are set forth in the Notice of Claim of Lien.

(D) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with late charges, interest, lien recording fees, reasonable collection costs, reasonable attorneys' fees and any other sums due to the Association in any



manner allowed by law including, but not limited to, (1) bringing an action at law against the Owner personally obligated to pay the delinquent Assessment Lien securing the delinquent Assessments or (11) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

Section 4.8 Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage. The sale or transfer of any Lot shall not affect the Assessment Lien except that the sale or transfer of a Lot pursuant to judicial or nonjudicial foreclosure of a first mortgage or any bona fide, good faith proceeding in lieu thereof shall extinguish the Assessment Lien as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve the Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 4.9. Exemption of Owner No Owner of a Lot may exempt himself from liability for Assessments levied against his Lot or for other amounts, which he may owe to the Association under the Project Documents by waiver and non-use of any of the Common Area and facilities or by the abandonment of his Lot.

Section 4.10 Maintenance of Reserve Fund. Out of the annual assessments and other income, the Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area.

Section 4.11 No Offsets All Assessments and other amounts payable to the Association shall be payable in accordance with the provisions of the Project Documents, and no offsets against such Assessments or other amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Project Documents.

Section 4.12. Transfer Fee Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board.

Section 4.13 Reserve Account Funding In addition to the transfer fee described in section 4.12, the first purchaser of a Lot following construction of a residence on such Lot shall pay to the Association at the time of the purchase an amount equal to two (2) months worth of annual assessments. All amounts paid pursuant to this Section shall be paid by the Association into a reserve account to fund future major repairs and replacements. Co-Declarants and the Association may take such payments into account when determining the amounts to be funded to reserves from other Association funds. Nothing in this Section shall be construed as prohibiting or mandating the Association making additional payments into reserve accounts from other Association funds. Payments made pursuant to this Section do not apply toward payment of annual assessments and constitute a separate obligation.

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Section 4.14 Neighborhood Assessments The Board of Directors shall have the right to impose neighborhood assessments against Lots in any specific area of the Property in order to provide for the repair, replacement, operation and maintenance of Common Areas within such area that are different from or in addition to the types of Common Areas in the balance of the Property and that are designed to benefit less than all of the Property (e.g. private streets, separate entryways or gates, enhanced landscaping, community centers, swimming pools) Any such determination by the Board shall be made in a writing specifying the purposes of the neighborhood assessment and the Lots subject thereto Any such determination by the Board may also include an additional imposition on such Lots pursuant to section 4.13 in order to fund a reserve account for the specific improvements intended to be maintained by the neighborhood assessment Notwithstanding the foregoing, no neighborhood assessment shall be commenced without the consent of the then Owners of the affected portion of the Property, but any Owner failing to provide such consent shall have no right to force the Association to accept for ownership and maintenance by the Association the types of Common Areas described in this Section The Co-Declarants acknowledge that none of the Parcels are currently intended to include the types of Common Areas described in this Section and that this Section is included only to cover the possibility of future changes in the development plan for the Property

Section 4.15 Co-Declarants Audit Right Following the termination of the Class B membership and so long as any Co-Declarant owns any lot, any Co-Declarant shall have the right to audit the books and records of the Association

Section 4.16. Sanitation and Refuse Collection The Association shall have the right, at its discretion and from time to time, to negotiate and execute one or more contracts with a sanitation provider (or providers) of its choice, for the collection and removal of garbage, trash, recycling materials, and other refuse within the Property and Project Notwithstanding anything to the contrary herein, by virtue of each Owner's membership in the Association, each Owner of a Lot shall be obligated to use the sanitation provider(s) selected by the Association for the collection and removal of garbage, trash, recycling materials, and refuse from such Owner's Lot Unless otherwise directed by the Association, each Owner shall contract directly with the selected sanitation provider(s) for its services and shall pay the cost of such services directly to the sanitation provider(s).

Section 4.17 Special Assessment for Cable Service: In addition to the annual assessments included within Section IV, the Association may, upon the unanimous approval of all Co-Declarants who own a Lot, include in the annual assessment or levy in any assessment year a special assessment applicable to that year (and the same shall be charged and collected on a monthly, quarterly or yearly basis as determined by the Board) for the exclusive purpose of defraying, in whole or in part, the cost of providing cable communication service to the Project Each Owner acknowledges that the Project is intended to have cable communication availability and that the condition of availability may be such that each Lot must be included in the service plan Each Owner therefore acknowledges and agrees that each Lot shall be subject to an assessment, either as part of the annual assessment or in addition to and apart from the annual and any other special assessments, for the purpose of paying each Lot's pro rata share of basic cable service provided to the Project. The assessment authorized and provided for herein shall apply only to such service as is considered "basic" and any additional services that constitute

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“upgrades” or “enhanced” services shall be subscribed for and paid by each Owner on an individual basis

Section 4.18 Surplus Funds The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes

ARTICLE V
USE RESTRICTIONS

Section 5.1 Residential Use Except as otherwise provided herein, all lots shall be improved and used only for Single Family Residential Use. No gainful occupation, profession, trade or other commercial activity shall be conducted on any lot, provided, however, the Co-Declarants may use the lots owned by such Co-Declarant for such facilities as in their respective sole opinions may be reasonably required, convenient or incidental to the construction and sale of residential units, including, without limitation, a business office, storage areas, construction yards, signs, a model site or sites, and a display and sales office. Notwithstanding the foregoing, home businesses are permitted on the lots provided they are in accordance with applicable municipal ordinances for home business in residential districts. Notwithstanding the foregoing, any portion of the Property that is zoned or platted for one-acre lots may be used as a church, synagogue or other house of religious worship

Section 5.2. Building Type and Size No building shall be constructed or permitted to remain on any lot other than one detached Single Family Residence not to exceed two stories in height and a private one to three car garage. Unless otherwise approved in writing by the Architectural Committee, all buildings shall be of new construction and no prefabricated structure shall be placed upon any lot if Visible from Neighboring Property, storage structures and/or a sales office may be maintained upon any lot or lots by a Co-Declarant or a building contractor for the purpose of erecting and selling dwellings on the Property or for the purpose of constructing improvements on the Common Area, but such temporary structures shall be removed upon completion of construction or selling of a dwelling or the Common Area, whichever is later. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. Co-Declarants and contractors for Co-Declarants shall have the right to place temporary construction trailers and store materials on the Common Areas for the purpose of constructing improvements on the Common Areas. Notwithstanding the foregoing, any portion of the Property that is zoned or platted for one-acre lots may be used as a church, synagogue or other house of religious worship

Section 5.3 Signs No sign of any kind which is Visible From Neighboring Property shall be installed or displayed on any Lot or Common Area without the prior written approval of the Association as to size, color, design, message content, number and location except (1) such

signs as may be used by a Co-Declarant in connection with the development and sale of Lots and/or Dwelling Units or Common Area in the Project; (ii) such signs as may be required by legal proceedings, or which by law, may not be prohibited, (iii) one sign per Lot no larger than 30" x 24" used exclusively to advertise the Lot for sale, lease or rent, or (iv) such signs as may be desired by a Co-Declarant or required for traffic control, construction job identification, builder identification, and subdivision identification as are in conformance with the requirements of the City of Surprise. All other signs must be approved in advance in writing by the Architectural Committee as provided above. All signs must conform to applicable municipal ordinances and other governmental requirements.

Section 5.4 Noxious and Offensive Activity No noxious or offensive activity shall be allowed on the lots nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners and tenants of their respective lots and residences. Without limiting the generality of the foregoing, no speakers, horns, sirens or other sound devices, except security devices used exclusively for security purposes, shall be located or used on a lot.

Section 5.5 Motor Vehicles

(A) No truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat trailer or other similar equipment or other motor vehicle of any kind shall be parked, kept or maintained on any Lot or on the Common Area except for (i) motor vehicles which do not exceed 222 inches in length, 75 inches in height and 84 inches in width, (ii) motor vehicles which are owned by any guest or invitee of any Owner or tenant and which are parked on a Lot only during such time as the guest or invitee is visiting the Owner or tenant but in no event shall such a motor vehicle be parked on a Lot for more than seven (7) days during any six (6) month period of time. No vehicle described in this subsection shall be permitted to park in the rear or side yard of any Lot so as to be Visible from Neighboring Property or Common Area.

(B) Except for emergency vehicle repairs, no automobile, motorcycle, motorbike or other motor vehicle of any kind shall be constructed, reconstructed or repaired on any Lot or the Common Area. No inoperable vehicle or vehicle which because of missing fenders, bumpers, hoods or other parts or because of lack of proper maintenance is, in the sole opinion of the Architectural Committee, unsightly or detracts from the appearance of the Project shall be stored, parked or kept on any Lot or the Common Area.

(C) Trucks, Trailers, Campers, Boats and Commercial Vehicles No motor vehicle classed by manufacturer rating as exceeding one ton, mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer, commercial vehicle or other similar equipment or vehicle may be parked or stored on any area in the Project so as to be Visible From Neighboring Property, Common Area, provided, however, this provision shall not apply to equipment and non-commercial vehicles that are (i) pickup trucks of less than one ton capacity with camper shells not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked as provided in Section 5.6 below and are used on a regular and recurring basis for transportation; (ii) trucks, trailers and campers parked in a recreational vehicle storage area

within a residential area or other areas designated for such parking in non-residential Land Use Classifications, provided, however, that all such parking areas have been approved by the Architectural Committee or a Co-Declarant with respect to property it owns or has conveyed to a Purchaser; or (iii) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee. For purposes of this section, commercial vehicles shall mean any vehicle that (i) displays the name, tradename, logo, telephone number or other identifying information of any business or (ii) otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders), as reasonably determined by the Architectural Committee. The provisions of this subsection shall not apply to vehicle parking on publicly dedicated streets, provided the vehicle is legally and physically operable and such parking is in full compliance with all applicable governmental requirements

Section 5.6 Parking All vehicles of Owners and of their lessees, employees, guests and invitees shall be kept in garages or residential driveways of the Owners wherever and whenever such facilities are sufficient to accommodate the number of vehicles on a lot, provided, however, this Section shall not be construed to permit the parking in the above described areas of any vehicle whose parking is otherwise prohibited by this Declaration or the parking of any inoperable vehicle. In the event the garage and driveway is insufficient for parking, temporary parking shall be allowed on the street directly adjacent to the Lot, in no event shall overnight on-street parking be allowed on any street and in no event shall an Owner or occupant park on a temporary basis on streets other than directly adjacent to such Owner's or occupant's Lot. Parking in the front or side yard of any Lot is prohibited. No part of any vehicle may be parked over any part of a sidewalk because such parking may impede use of the sidewalks, particularly for persons with disabilities using the sidewalks

Section 5.7 Towing of Vehicles The Association shall have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment towed is owned by an Owner, then the cost incurred by the Association in towing the vehicle or equipment shall be assessed against the Owner and his Lot and be payable on demand, and such cost shall be secured by the Assessment Lien

Section 5.8 Machinery and Equipment No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of improvements constructed by a Co-Declarant or approved by the Architectural Committee.

Section 5.9. Restrictions and Further Subdivision No lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than a Co-Declarant, and no portion less than all or an undivided interest in all of any lot shall be conveyed or transferred by any

Owner other than a Co-Declarant Notwithstanding the foregoing and subject to compliance with any applicable city ordinances, a vacant lot may be split between the Owners of the lots adjacent to such lot so that each portion of such lot would be held in common ownership with another lot adjacent to that portion

Section 5 10 Windows Within thirty (30) days of occupancy each Owner shall install permanent suitable window treatments on all windows facing the street No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any windows

Section 5 11 HVAC and Solar Panels Except as initially installed by a Co-Declarant, no heating, air conditioning, evaporative cooling or solar energy collecting unit or panels shall be placed, constructed or maintained upon any lot without the prior written approval of the Architectural Committee.

Section 5.12. Garages and Driveways The interior of all garages situated on any lot shall be maintained in a neat and clean condition Garages shall be used only for the parking of vehicles and the storage of normal household supplies and materials and shall not be used for or converted to living quarters or recreational activities after the initial construction thereof without the prior written approval of the Architectural Committee Garage doors shall be left open only as needed for ingress and egress.

Section 5 13 Installation of Landscaping

(A) Within ninety (90) days after becoming the Owner of a Lot, the Owner shall install landscaping and irrigation improvements in compliance with the xeriscape principles and other applicable requirements set forth in the applicable municipal zoning ordinances in that portion of his Lot which is between the street(s) adjacent to his Lot and the exterior wall of his Residential Unit or any wall separating the side or back yard of the Lot from the front yard of the Lot Any Lot that has non-solid fencing (e g wrought iron rather than a solid wall) on any boundary of its rear yard shall be completely landscaped and irrigated (front, rear, and side yards) by the Owner of such Lot in compliance with xeriscape principles and other applicable requirements set forth in the applicable municipal zoning ordinances within ninety (90) days of becoming the Owner of the Lot The landscaping and irrigation improvements shall be installed in accordance with plans approved in writing by the Architectural Committee. Prior to installation of such landscaping, the Owner shall maintain the portions of such Lot required to be landscaped in a weed-free condition

(B) If any Owner fails to landscape any portion of his Lot within the time provided for in this Section, the Association shall have the right, but not the obligation, to enter upon such Owner's Lot to install such landscaping improvements as the Association deems appropriate, and the cost of any such installation shall be paid to the Association by the Owner of the Lot, upon demand from the Association Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of assessments

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(C) This Section 5.13 shall not apply to Co-Declarants or any Purchaser with respect to any Lot or any other property that has not been conveyed to an Owner with a residence already constructed thereon, except that this section 5 13 shall apply upon commencement of residential occupancy of any Lot containing a residence

Section 5 14 Co-Declarants's Exemption Nothing contained in this Declaration shall (a) apply to or prohibit a Co-Declarant or its duly authorized agents from erecting or maintaining or (b) be construed to prevent the erection or maintenance by a Co-Declarant or its duly authorized agents of model homes, structures, improvements or signs necessary or convenient to the construction, development, identification, or sale or lease of Lots or other Property within the Project The Association shall take no action that would interfere with access to or use of model homes; without limitation of the foregoing, the Association shall have no right to close private streets to access by members of the public desiring access to model homes

Section 5 15. Leasing Restrictions Any lease or rental agreement must be in writing and shall be subject to the Declaration. All leases must be for an entire residence and lot and must have a minimum term of thirty (30) days This Section shall not apply to model homes, offices, sales offices, or construction trailers

Section 5.16. Animals. No animals, insects, livestock, or poultry of any kind shall be raised, bred, or kept on or within any lot or structure thereon except that dogs, cats or other common household pets (types and breeds limited to those determined to be acceptable by the Board) may be kept on or within the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers as determined by the Architectural Committee Notwithstanding the foregoing, no animals or fowl may be kept on any lot which results in a nuisance to, which is an annoyance to, or which are obnoxious to other Owners or tenants in the vicinity All pets, required by any law, must be kept within a fenced yard or on a leash under the control of the Owner at all times. No structure for the care, housing or confinement of any animal or fowl shall be maintained so as to be Visible from Neighboring Property

Section 5.17 Drilling and Mining No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted on any lot No derrick or other structure designed for use in boring for or removing water, oil, natural gas or other minerals shall be erected, maintained or permitted upon any lot

Section 5 18 Refuse All refuse, including without limitation all animal wastes, shall be regularly removed from the lots and shall not be allowed to accumulate thereon Refuse containers shall be kept clean, sanitary and free of noxious odors Refuse containers shall be maintained so as to not be Visible from Neighboring Property, except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection

Section 5 19 Antennas and Satellite Dishes

a. This section applies to antennas, satellite television dishes, and other devices ("Receivers"), including any poles or masts ("Masts") for such Receivers, for the transmission or reception of television or radio signals or any other form of electromagnetic radiation

b. As of the date of recordation of this instrument, Receivers one meter or less in diameter are subject to the provisions of Title 47, Section 14000 of the Code of Federal Regulations ("Federal Regulations") "Regulated Receivers" shall mean Receivers subject to Federal Regulations as such regulations may be amended or modified in the future or subject to any other applicable federal, state or local law, ordinance or regulation ("Other Laws") that would render the restrictions in this section on Unregulated Receivers (hereinafter defined) invalid or unenforceable as to a particular Receiver "Unregulated Receivers" shall mean all Receivers that are not Regulated Receivers Notwithstanding the foregoing, a Regulated Receiver having a Mast in excess of the size permitted under Federal Regulations or Other Laws for Regulated Receivers shall be treated as an Unregulated Receiver under this section

c. No Unregulated Receivers shall be permitted outdoors on any Lot, whether attached to a building or structure or on any Lot, unless approved in writing by the Architectural Committee, with such screening and fencing as such Committee may require Unregulated Receivers must be ground mounted and not Visible from Neighboring Property

d. Regulated Receivers shall be subject to the following requirements.

1. If permitted by applicable Federal Regulations or Other Laws, no Regulated Receiver shall be permitted outdoors on any Lot, whether attached to a building or structure or on any Lot, unless approved in writing by the Architectural Committee, with such screening and fencing as such Committee may require If such restriction is not so permitted, the provisions of subsections (ii) and (iii) below shall apply

ii. A Regulated Receiver and any required Mast shall be placed so as not to be Visible from Neighboring Property if such placement will not (A) unreasonably delay or prevent installation, maintenance or use of the Regulated Receiver, (B) unreasonably increase the cost of installation, maintenance or use of the Regulated Receiver, or (C) preclude the reception of an acceptable quality signal.

iii. Regulated Receivers and any required Masts shall be placed on Lots only in accordance with the following descending order of locations, with Owners required to use the first available location that does not violate the requirements of parts (A) through (C) in subsection (ii) above

1. A location in the back yard of the Lot where the Receiver will be screened from view by landscaping or other improvements,
2. An unscreened location in the backyard of the Lot,
3. On the roof, but completely below the highest point on the roof line,
4. A location in the side yard of the Lot where the Receiver and any pole or mast will be screened from view by landscaping or other improvements,

5. On the roof above the roofline,
6. An unscreened location in the side yard,
7. A location in the front yard of the Lot where the Receiver will be screened from view by landscaping or other improvements

Notwithstanding the foregoing order of locations, if a location stated in the above list allows a Receiver to be placed so as not to be Visible from Neighboring Property, such location shall be used for the Receiver rather than any higher-listed location at which a Receiver will be Visible from Neighboring Property, provided that placement in such non-visible location will not violate the requirements of parts (A) through (C) in subsection (ii) above

ii Owners shall install and maintain landscaping or other improvements ("Screening") around Receivers and Masts to screen items that would otherwise be Visible from Neighboring Property unless such requirement would violate the requirements of parts (A) through (C) in subsection (ii) above. If an Owner is not required to install and maintain Screening due to an unreasonable delay in installation of the Receiver that such Screening would cause, the Owner shall install such screening within 30 (thirty) days following installation of the Receiver and shall thereafter maintain such Screening, unless such Screening installation or maintenance will violate the provisions of parts (A) through (C) in subsection (ii) above. If an Owner is not required to install Screening due to an unreasonable increase in the cost of installing the Receiver caused by the cost of such Screening, the Association shall have the right, at the option of the Association, to enter onto the Lot and install such Screening and, in such event, the Owner shall maintain the Screening following installation, unless such Screening installation or maintenance will violate the provisions of parts (A) through (C) in subsection (ii) above

The provision of this section are severable from each other, the invalidity or unenforceability of any provision or portion of this section shall not invalidate or render unenforceable any other provisions or portion of this section, and all such other provision or portions shall remain valid and enforceable. The invalidity or unenforceability of any provisions or portion of this section to a particular type of Receiver or Mast or to a particular Receiver or Mast on a particular Lot shall not invalidate or render unenforceable such provisions or portion regarding other Receivers or Masts on other Lots

Section 5.20. Utility Services All lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Architectural Committee. Temporary power or telephone structures incident to construction activities approved by the Architectural Committee are permitted.

Section 5.21. Diseases and Insects No Owner or resident shall permit any thing or condition to exist upon a lot which shall induce, breed or harbor infectious plant diseases or noxious insects

Section 5.22 Architectural Control

(A) No excavation or grading work shall be performed on any Lot without the prior written approval of the Architectural Committee

(B) No Improvements, shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee

(C) No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located thereon, shall be made or done without the prior written approval of the Architectural Committee

(D) Any Owner desiring approval of the Architectural Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which would alter the exterior appearance of the Improvement, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change or replacement of any Improvement which the Owner desires to perform. Any Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. In the event that the Architectural Committee fails to approve or disapprove an application for approval within sixty (60) days after the application, together with all supporting information, plans and specifications requested by the Architectural Committee have been submitted to it, approval will not be required and this Section will be deemed to have been complied with by the Owner who had requested approval of such plans

(E) The approval by the Architectural Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval

(F) Upon receipt of approval from the Architectural Committee for any construction, installation, addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform, construct or make the construction, installation, addition, alteration, repair, change or other work approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practical and within such time as may be prescribed by the Architectural Committee

(G) The approval of the Architectural Committee required by this Section shall be in addition to, and not in lieu of, any approvals, consents or permits required under the ordinances or rules and regulations of any county or municipality having jurisdiction over the Project

(H) The provisions of this Section shall not apply to, and approval of the Architectural Committee shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvements made by, or on behalf of, a Co-Declarant

Section 5 23 Clothes Drying Facilities No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot so as to be Visible From Neighboring Property.

Section 5 25 Overhead Encroachments No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Architectural Committee

Section 5 26 Drainage No Residence, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot as shown on the approved drainage plans on file with the municipality in which the Project is located In addition, no Owner or other Person shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the approved drainage plans.

Section 5 27 Basketball Goals and Backboards No portable basketball goal or backboard shall be constructed, installed or maintained on any Lot Permanent basketball goals or backboards may be kept on a Lot provided they are kept and used in accordance with the Association Rules which govern their size, design, color, material, location and hours of use All permanent goals must be approved by the Architectural Committee prior to installation

Section 5 28 Playground Equipment No jungle gyms, swing sets or similar playground equipment which would be Visible From Neighboring Property shall be erected or installed on any Lot without the prior written approval of the Architectural Committee

Section 5 29 Lights Except as initially installed by the Co-Declarants, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other property except as approved by the Architectural Committee

Section 5 30 Air Base Proximity and Avigation Easement The Project is located near Luke Air Force Base Due to the proximity of the Property to Luke Air Force Base, the Property is likely to experience aircraft over-flights, which could generate noise, vibration, fumes, dust, fuel and lubricant particles, and other normal effects of operation of aircraft landing at, or taking off from, or operating at or on Luke Air Force Base that may affect the Property and that may be of concern to some individuals There is hereby created a perpetual avigation easement over all of the Property for flights by military and civilian aircraft, which avigation easement shall run in favor of (a) the owner of Luke Air Force Base, (b) the United States Air Force, and (c) the City

of Surprise, which easement shall include the right to generate noise, vibration, fumes, dust, fuel and lubricant particles, and all other normal effects that may be caused by the operation of aircraft landing at, or taking off from, or operating from, at or on Luke Air Force Base

Section 5.31 City and Air Force Release Each Owner hereby does (a) release and discharge the United States Air Force, the City of Surprise, and Co-Declarants and (b) agree to indemnify, defend, and hold harmless the City of Surprise and the Co-Declarants of and from any liability for any and all claims for damages of any kind to persons or property located on the Lot(s) owned by such Owner that may arise at any time in the future over, or in connection with aircraft overflights from aircraft utilizing Luke Air Force Base (or any successor in interest using such real property), whether such damage shall originate from noise, vibration, fumes, dust, fuel and lubricant particles, and all other normal effects that may be caused by the operation of aircraft landing at, or taking off from, or operating from, at or on Luke Air Force Base This provision does not release the United States Air Force or any other person operating aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, vibrations, fumes, dust, fuel, and lubricant particles

ARTICLE VI RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, each Co-Declarant hereby reserves the right at any time, without the consent of other Owners, to resubdivide and replat any lot or lots which the Co-Declarant then owns and has not sold

ARTICLE VII PARTY WALLS

Section 7.1 General Rules of Law to Apply Each wall or fence, any part of which is placed on a dividing line between separate lots shall constitute a "Party Wall". Each adjoining Owner's obligation with respect to party walls shall be determined by these covenants and restrictions and, if not inconsistent, by Arizona law.

Section 7.2 Sharing Repair and Maintenance Each Owner shall maintain the exterior surface of a party wall facing his lot Except as provided in this Article, the cost of reasonable repair shall be shared equally by adjoining lot Owners

Section 7.3 Damage by One Owner If a party wall is damaged or destroyed by the act of one adjoining Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the party wall to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities Damage resulting from sprinkler overspray shall be considered caused by the Owner using the sprinklers

Section 7 4 Other Damage If a party wall is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the party wall to its prior condition, equally sharing the expense; provided, however, that if a party wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular lot, (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that lot, or his agents, tenants, licensees, guests or family members) then in such event, the Owner of that particular lot shall be solely responsible for the cost of rebuilding or repairing the party wall and shall immediately repair to the same condition as such party wall formerly was

Section 7 5 Right of Entry Each Owner shall permit the Owners of adjoining lots, or their representatives, to enter his lot for the purpose of installations, alteration, or repairs to a party wall on the Property of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

Section 7 6 Right of Contribution The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7 7 Consent of Adjoining Owner In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild the party wall, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld or conditioned.

Section 7 8 Walls Adjacent to Streets or Common Area. A wall that is adjacent to streets or Common Area shall be treated as though the wall is a party wall with the street or common area constituting a Lot owned by the Association, except that any portion of such wall consisting of decorative metal-work that was originally on such wall (or any replacement thereof) shall be the sole responsibility of the Association (subject to an Owner's liability for repairs that would be such Owner's sole responsibility under sections 7 3 or 7.4). Notwithstanding the foregoing, (a) the provisions in sections 7 3 and 7 4 regarding an Owner's sole liability for repair of damage caused by such Owner's guests or licensees shall not apply to damage resulting from guests or licensees of the Association and such damage shall be considered caused by unrelated third parties and (b) the rule in section 7.4 regarding damage arising from events occurring on a particular Owner's Lot shall not apply to damage arising from events occurring on streets or Common Areas. Notwithstanding the foregoing, any damage to a wall that is covered by the Association's casualty insurance shall, to the extent of proceeds actually received from such insurance, be paid for by the Association.

Section 7.9 Walls Forming Part of Residence If a Lot contains a wall that is (i) an exterior wall of a residence (including any garage associated with a residence) and (ii) located on or immediately adjacent to the Lot boundary line, the provisions of this Article shall apply subject to the following

(A) The wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to one foot, provided, however, that such easement shall only apply to initial construction of the wall and any replacements of the wall that do not encroach further than the original wall

(B) Any roof improvements (including gutters and similar related improvements) above such wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to four feet, provided, however, that such easement shall only apply to initial construction of the roof improvements and any replacements of the roof improvements that do not encroach further than the original roof improvements.

(C) The Owner of the Lot adjacent to such wall shall not, without the written approval of the Owner of the Lot on which the residence is located, do any of the following

(i) use the wall for recreational purposes (e.g. bouncing balls),

(ii) use the wall as part of an enclosure for pets,

(iii) allow sprinklers to spray onto the wall,

(iv) allow plants to attach themselves to the wall (e.g. ivy),

(v) allow any tree to grow within six feet of the wall (with such distance measured from the part of the tree that is nearest to the wall within five feet of the ground level of the tree);

(vi) attach anything to the wall, or

(vii) otherwise take any action regarding the wall that a reasonable person would conclude has a substantial likelihood of disturbing the peaceful and undisturbed use of the interior of the residence of which the wall forms a part

(D) Notwithstanding section 7.7, the Owner of the residence shall not be required to obtain permission from the adjoining Lot Owner to rebuild the wall in the same manner as original constructed

ARTICLE VIII MAINTENANCE BY OWNER

Each Owner shall maintain his residence and lot in good repair. The yards and landscaping on all improved lots shall be neatly and attractively maintained, and shall be

cultivated and planted to the extent required to maintain an appearance in harmony with other improved lots in the Property During prolonged absence, an Owner shall arrange for the continued care and upkeep of his lot In the event a lot Owner fails to maintain his lot and residence in good condition and repair or in the event an Owner fails to landscape his lot as required by Section 5 13 of Article V, the Architectural Committee may have said lot and residence landscaped, cleaned and repaired and may charge the lot Owner for said work in accordance with the provisions of said Section An Owner shall not allow a condition to exist on his lot which will adversely affect any other lots and residences or other Owners Any repainting or redecorating of the exterior surfaces of a residence which alters the original appearance of the residence will require the prior approval of the Architectural Committee

ARTICLE IX EASEMENTS

Section 9 1 Owner's Easements of Enjoyment

(A) Every Member, and any person residing with such Member, shall have a right and easement of enjoyment in and to the Common Area which shall by appurtenant to and shall pass with the title to every Lot and Parcel, subject to the following provisions

(i) The right of the Association to charge reasonable admission and other fees for the use of any recreational or other facility situated upon the Common Area, including, but not limited to, any recreational vehicle storage area located upon the Common Area, the Association shall also have the right to restrict the use of such recreational vehicle storage area to only those Owners, Lessees or Residents who do not have such a recreational vehicle storage area available to them through a Neighborhood Association The Association may permit the use of any recreational vehicle storage area situated upon the Common Area by persons who are not Members of the Association provided the Association charges such persons a reasonable admission fee or user fee for the use of such recreational vehicle storage area

(ii) The right of the Association to suspend the voting rights and right to the use of the recreational facilities, if any, located upon Common Area by any Member (a) for any period during which any Assessment against his Lot or Parcel remains delinquent, (b) for a period not to exceed sixty (60) days for any other infraction of the Project Documents, and (c) for successive sixty-day (60) periods if any such infraction is not corrected during any prior sixty-day (60) suspension period

(iii) The right of the Association to dedicate, transfer or encumber 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 Board No such dedication, transfer, or encumbering of Common Area shall be effective unless an instrument signed by the Owners representing two-thirds (2/3) of the votes in each class or membership in the Association agreeing to such dedication or transfer has been recorded If ingress or egress to any Lot is through the Common Area, any dedication, transfer, or encumbrance of the Common Area shall be subject to the Lot Owner's easement of ingress and egress

(iv) The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit or limit access to such portions of the Common Area, such as landscaped right-of-ways, not intended for use by the Owners, Lessees or Residents

(B) If a Lot or Parcel is leased or rented by the Owner thereof, the Lessee and the members of his family residing with such Lessee pursuant to the lease shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot or Parcel shall have no right to use the Common Area until the termination or expiration of such lease

(C) The guest and invitees of any Member or other person entitled to use the Common Area pursuant to this Declaration may use any recreational facility located on the Common Area provided they are accompanied by a Member or other person entitled to use the recreational facilities pursuant to this Declaration. The Board shall have the right to limit the number of guests and invitees who may use the recreational facilities located on the Common Area at any one time and may restrict the use of the recreational facilities by guests and invitees to certain specified times

Section 9.2 Drainage Easements There is hereby created a blanket easement for drainage of ground water on, over and across each lot in such locations as drainage channels or structures are located. An Owner shall not at any time hereafter fill, block or obstruct any drainage easements, channels or structures on his lot and each Owner shall repair and maintain all drainage channels and drainage structures located on his lot. No structure of any kind shall be constructed and no vegetation shall be planted or allowed to grow within the drainage easements which may impede the flow of water under, over or through the easements. All drainage areas shall be maintained by the Owner of the lots on which the easement area is located.

Section 9.3 Utility Easements Except as installed by a Co-Declarant or approved by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, cable and radio signals, shall be erected, placed or maintained anywhere in or upon any lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures. No structure, landscaping or other improvements shall be placed, erected or maintained upon any area designated on the Plat as a public utility easement which may damage or interfere with the installation and maintenance of utilities. Such public utility easement areas, and all improvements thereon, shall be maintained by the Owner of the lot on which the easement area is located unless the utility company or a county, municipality or other public authority maintains said easement area. There is hereby created a blanket easement upon, across, over and under the Property for ingress to, egress from and the installation, replacing, repairing and maintaining of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, cable or communication lines and systems, such as utilities are installed in connection with the initial development of each Lot. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Lots and Common Areas and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings thereon. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utility or

sewer lines may be installed or relocated within the Property except as initially created or approved by a Co-Declarant, without the prior written approval of, in the case of a Common Area, the Association and the Architectural Committee or, in the case of a Lot, the Owner of such Lot and the Architectural Committee. Nothing contained herein shall entitle a Co-Declarant or any utility in exercising the rights granted herein to disturb any dwelling unit constructed in accordance with the requirements hereof. Co-Declarants further reserve temporary construction easements for utility lines, maintenance of storage tanks and facilities and access to and from such facilities.

Section 9.4 Co-Declarants' Easement Easements over the lots for the installation and maintenance of electric, telephone cable, communications, water, gas, drainage and sanitary sewer or similar or other lines, pipes or facilities

- (A) as shown on the recorded Plat,
- (B) as may be hereafter required or needed to service any lot (provided, however, no utility other than a connection line to a dwelling unit served by the utility shall be installed in any area upon which a dwelling unit has been or may legally be constructed on the lot)

are hereby reserved by the Co-Declarants, together with the right to grant and transfer the same

Section 9.5 Agricultural Spray Easement Notice is hereby given that the Property is located in the vicinity of or adjacent to other properties that have a long history of agricultural use and that much of the adjacent property will continue to be used for farming and other agricultural uses for the foreseeable future. Each Owner hereby acknowledges and agrees that the operators of the farms in the vicinity of the Property will from time to time be applying in any manner permitted by law (which may include aerial or land based methods of dispersal) insecticides, fertilizers and other farm chemicals in the vicinity of the Property. Each Owner, resident and other person subject to this Declaration releases the Co-Declarants, all Developers (as defined in Article XIII) and all Association officers and directors from any and all claims for liability, loss, damage, or claims for property damage, bodily injury, or marketability arising from or related to any agricultural spray activity in the vicinity of the Property. Each Owner, resident or other person subject to this Declaration hereby agrees to indemnify and hold harmless the Co-Declarants, all Developers, and all such Association officers or directors from and against any loss, cost, claim, action, cause of action, damage, liability, expense or obligation, including without limitation reasonable attorneys' fees, suffered by any such indemnified party as a result of any such released claim asserted by such Owner, resident or other person.

Section 9.6 Encroachments The lots shall be subject to an easement for overhangs and encroachments by walls, fences or other structures upon adjacent lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications or as a result of the reasonable repair, shifting, settlement or movement of any such structure.

Section 9.7 Easements to Facilitate Development The Co-Declarants hereby reserve to themselves, their successors and assigns the right to (a) use any Lots owned or leased by the Co-Declarants, any other Lot with written consent of the Owner thereof or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction, construction offices, customer service offices or sales office parking areas, and (b) install and maintain on the Common Area, any Lot owned or leased by the Co-Declarants or any other Lot with the consent of the Owner thereof, such marketing, promotional or other signs which the Co-Declarants deem necessary for the development, sale or lease of the Property.

Section 9.8 Dedications and Easements Required by Governmental Authority The Co-Declarants hereby reserve to themselves and their successors and assigns, the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area

Section 9.9. Further Assurances. Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements granted and reservations made to the Declarant in this Declaration shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of all the Property by the Co-Declarants. Upon written request of the Co-Declarants, the Association and each Owner shall from time to time sign, acknowledge and deliver to the Co-Declarants such further assurances of these reservations of rights and easements as may be requested

Section 9.10 Duration of Development Rights, Assignment The rights and easements reserved by or granted to the Co-Declarants pursuant to this Article 9 shall continue so long as any Co-Declarant owns one or more Lots or holds an option to purchase one or more Lots. A Co-Declarants may make limited temporary assignments of its easement rights under this Declaration to any Person performing construction, installation or Maintenance on any portion of the Property.

Section 9.11 Easement for Maintenance and Enforcement The Association and its directors, officers, agents, contractors and employees, the Architectural Review Committee and any other Persons authorized by the Board are hereby granted the right of access over and through any Lots (excluding the interior of any Residence), for (a) the exercise and discharge of their respective powers and responsibilities under the Project Documents, (b) making inspections in order to verify that all Improvements on the Lot have been constructed in accordance with the plans and specifications for such Improvements approved by the Architectural Committee and that all Improvements are being properly maintained as required by the Project Documents, (c) correcting any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area; (d) performing installations or maintenance of utilities, landscaping or other improvements located on the Lots for which the Association is responsible for maintenance, or (e) correcting any condition which violates the Project Documents

Section 9.12 Rights of Co-Declarants Notwithstanding any other provision of this Declaration to the contrary, a Co-Declarant have the right to maintain model homes and sales

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offices on Lots owned or leased by the Co-Declarant and to construct and maintain parking areas for the purpose of accommodating persons visiting such model homes and sales offices Any home constructed as a model home shall cease to be used as a model home and any sales office shall cease to be used as a sales office at any time the Co-Declarant is not actually engaged in the sale of Lots

**ARTICLE X
MAINTENANCE**

Section 10.1 Maintenance by the Association The Association shall be responsible for the maintenance, repair and replacement of the Common Area and may, without any approval of the Owners being required, do any of the following

(A) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area);

(B) Construct, reconstruct, repair, replace or refinish any portion of the Common Area used as a road, street, walk, driveway and parking area,

(C) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes,

(D) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof,

(E) Construct, maintain, repair and replace landscaped areas on any portion of the Common Area,

(F) Maintain any portion of the Common Area used for drainage and retention, and

(G) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

Neither Co-Declarants nor any homebuilder within the Property shall be responsible for maintenance, repair or replacement of Common Areas or improvements thereon previously transferred to the Association, except that (a) the installer of any landscaping on the Common Areas shall provide a 90 day warranty period for such landscaping and (b) any express or implied warranties provided by any provider of labor or materials in connection with improvements shall be deemed assigned to the Association concurrently with such transfer This paragraph shall not be subject to amendment without the written approval of all of the Co-Declarants

Section 10.2 Damage or Destruction of Common Area by Owners. No Owner shall in any way damage or destroy any Common Area or interfere with the activities of the Association

in connection therewith Any expenses incurred by the Association by reason of any such act of an Owner shall be paid by said Owner, upon demand, to the Association to the extent that the Owner is liable therefore under Arizona law, and such amounts shall be a lien on any Lots owned by said Owner and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments

Section 10 3 Payment of Utility Charges Each Lot shall be separately metered for water, sewer and electrical service and all charges for such services shall be the sole obligation and responsibility of the Owner of each Lot The cost of water, sewer and electrical service to the Common Area shall be a Common Expense of the Association and shall be included in the budget of the Association

Section 10 4 Maintenance by Governmental Entities No municipality or other governmental entity is responsible for or will accept maintenance for any private facilities, landscaped areas, or Common Areas within the Project

Section 10 5 Landscaping Replacement Landscaping originally planted on the Common Areas may exceed the landscaping that is ultimately planned for Common Areas due to over-planting in anticipation of normal plant losses The Board is hereby granted the authority to remove and not replace dead or damaged landscaping if, in the reasonable discretion of the Board, (a) the remaining landscaping is acceptable to the Board and (b) the remaining landscaping is generally consistent in quality and quantity with the landscaping shown on approved landscaping plans filed with governmental entities in connection with Property, even if the location of specific plants is different than the locations shown on such approved landscaping plans Neither Co-Declarants nor any other installer of landscaping in Common Areas shall be responsible for replacement of landscaping that dies more than ninety days following installation or that requires replacement due to vandalism, lack of proper watering or maintenance by Association, or damage due to negligence, the Association shall be solely responsible for such replacement (subject to potential recovery by the Association from any vandal or negligent person).

Section 10 6 Alteration of Maintenance Procedures Following the termination of the Class B membership and so long as any Co-Declarant owns any lot, the Association shall not, without the written approval of all Co-Declarants, alter or fail to follow the maintenance and repair procedures recommended by the Association's management company as of the termination of the Class B membership unless such alteration will provide for a higher level of maintenance and repair Each Co-Declarant shall have the right, but not the obligation, to perform any required maintenance or repair not performed by the Association within ten business days following notice from a Co-Declarant that such maintenance or repair is required under this section, if a Co-Declarant performs such maintenance or repair, the costs incurred by the Co-Declarant shall be reimbursed by the Association within thirty days following written demand for reimbursement accompanied by copies of invoices for such costs This section shall not be subject to amendment without the written approval of all of the Co-Declarants

ARTICLE XI

INSURANCE

Section 11.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a person other than the Co-Declarants, the Association shall maintain, to the extent reasonably available, the following insurance coverage

(A) Property insurance on the Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured Property, exclusive of land, excavations, foundations and other items normally excluded from a Property policy,

(B) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00 Such insurance shall cover all occurrences commonly insured against for death, bodily injury and Property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and shall also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner and provide coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party;

(C) Workers' compensation insurance to the extent necessary to meet the requirements of the laws of Arizona,

(D) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners,

(E) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy,

(iii) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance, which may be purchased, by Owners or their mortgagees or beneficiaries under deeds of trust;

(iv) A "severability of interest" endorsement, which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners,

(v) The Association shall be named as the Insured; and

(vi) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least thirty (30) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy

(F) If there is a steam boiler in connection with the Common Area, boiler explosion insurance evidenced by the standard form of boiler machinery insurance policy and providing coverage in the minimum amount of \$50,000 00 per accident per location,

(G) If the Property is located in an area identified by the Secretary of Housing & Urban Development as an area having special flood hazards, a policy of flood insurance on the Common Area must be maintained in the lesser of one hundred percent (100%) of the current replacement cost of the buildings and any other Property covered by the required form of policy or the maximum limit of coverage available under the National Insurance Act of 1968, as amended,

(H) "Agreed Amount" and "Inflation Guard" endorsements

Section 11.2 Certificates of Insurance An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued

Section 11.3 Fidelity Bonds

(A) The Association shall maintain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, including, but without limitation, officers, directors and employees of any management agent of the Association, whether or not they receive compensation for their services The total amount of fidelity bond maintained by the Association shall be based upon the best business judgment of the Board, and shall not be less than the greater of (i) the amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, (ii) the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, (iii) the sum equal to three (3) months assessments on all Lots plus adequate reserve funds Fidelity bonds obtained by the Association must also meet the following requirements

(1) The fidelity bonds shall name the Association as an obligee;

(ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions;

(iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association

(B) The Association shall require any management agent of the Association to maintain its own fidelity bond in an amount equal to or greater than the amount of the fidelity bond to be maintained by the Association pursuant to Subsection (A) of this Section. The fidelity bond maintained by the management agent shall cover funds maintained in bank accounts of the management agent and need not name the Association as an obligee

Section 11.4 Payment of Premiums The premiums for any insurance obtained by the Association pursuant to this Article shall be included in the budget of the Association and shall be paid by the Association

Section 11.5 Insurance Obtained by Owners Each Owner shall be responsible for obtaining Property insurance for his own benefit and at his own expense covering his Lot, and all Improvements and personal Property located thereon. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury or Property damage arising out of the use, ownership or maintenance of his Lot

Section 11.6 Payment of Insurance Proceeds With respect to any loss to the Common Area covered by Property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 11.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Area

Section 11.7 Repair and Replacement of Damaged or Destroyed Property Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall be distributed to the Owners on the basis of an equal share for each Lot

ARTICLE XII TERM AND ENFORCEMENT

Section 12.1 Enforcement Subject to the provisions of Section 12.4 and of Article XIII, the Association, the Architectural Committee or any Owner shall have the right (but not the obligation) to enforce these Covenants and Restrictions and any amendment thereto. Failure by the Association, the Committee or any Owner to enforce these Covenants and Restrictions shall in no event be deemed a waiver of the right to do so thereafter. Deeds of conveyance of the Property may contain these Covenants and Restrictions by reference to this Declaration, but whether or not such reference is made in such deeds, each and all such Covenants and Restrictions shall be valued and binding upon the respective grantees. Violators of any one or more of the Covenants and Restrictions may be restrained by any court of competent jurisdiction and damages awarded against such violators, provided, however, that a violation of these Covenants and Restrictions or any one or more of them shall not affect the lien of any first mortgage or first deed of trust. If the Architectural Committee enforces any provision of the Project documents, the cost of the enforcement shall be paid by the Association. In addition to any enforcement rights otherwise available to the Association, the Association shall have the right to enforce any provision of this Declaration by directly taking action necessary to cure or remove a breach of this Declaration, including without limitation, removal, repair or replacement of any improvement, sign or landscaping on any portion of the Property, in such event, the Association shall be entitled to recover the costs incurred by the Association in connection with such cure. Pursuant to such cure/removal right of the Association, the Association or its authorized agents may, upon reasonable written notice (or immediately, for willful and recurrent violations, when written notice has previously been given), enter any Lot in which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot, the Association and its agents are hereby granted an easement for such purpose. Such expenses, and such fines as may be imposed pursuant to this Declaration, the Bylaws, or Association Rules, shall be a Special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of this Declaration. All remedies available at law or equity shall be available in the event of any breach of any provision of this Section by any Owner, tenant or other person.

Section 12.2 Term The Covenants and Restrictions in this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for so long as the lots shall continue to be used for residential purposes.

Section 12.3 Amendment The Declaration may be amended at any time by (a) an instrument signed by the Owner(s) of at least two thirds of the Lots or (b) a certification by the President of the Association that the Owners of at least two thirds of the Lots have voted in favor of the amendment at a duly called election. Any such amendment shall be recorded with the Maricopa County Recorder and shall take effect immediately upon recordation regardless of the status of the then current term of the Declaration under section 12.2 above. A properly executed and recorded amendment may alter the restrictions in whole or in part applicable to all or any portion of the Property and need not be uniform in application to the Property. Any amendment made at a time when any Co-Declarant owns any Lot shall require the approval of Co-Declarants then owning seventy percent (70%) of the Lots owned by Co-Declarants.

Section 12.4 Approval of Litigation Except for any legal proceedings initiated by the Association to (i) enforce the use restrictions contained in this Declaration, (ii) enforce the

Association Rules, (iii) enforce the Architectural Committee Rules, (iv) collect any unpaid Assessments levied pursuant to this Declaration, or (v) enforce a contract entered into by the Association with vendors providing services to the Association, the Association shall not incur litigation expenses, including without limitation, attorneys' fees and costs, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, without the prior approval of a majority of the Members of the Association entitled to vote, excluding the vote of any Owner who would be a defendant in such proceedings. The costs of any legal proceedings initiated by the Association, which are not included in the above exceptions, shall be financed by the Association only with monies that are collected for that purpose by special assessment and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations. Each Owner shall notify prospective Purchasers of such legal proceedings initiated by the Board and not included in the above exceptions and must provide such prospective Purchasers with a copy of the notice received from the Association in accordance with Section 13.3 of this Declaration. Nothing in this Section shall preclude the Board from incurring expenses for legal advice in the normal course of operating the Association to (i) enforce the Project Documents, (ii) comply with the statutes or regulations related to the operation of the Association or the Areas of Association Responsibility, (iii) amend the Project Documents as provided in this Declaration, (iv) grant easements or convey Common Area as provided in this Declaration, or (v) perform the obligations of the Association as provided in this Declaration. Subject to the exceptions in the first sentence of this section, with respect to matters involving property or improvements to property, the Association (or Board of Directors) additionally shall not initiate legal proceedings or join as a plaintiff in legal proceedings unless (1) such property or improvement is owned either by the Association or jointly by all members of the Association, (2) the Association has the maintenance responsibility for such property or improvements pursuant to this Declaration, or (3) the Owner who owns such property or improvements consents in writing to the Association initiating or joining such legal proceeding.

Section 12.5 Annexation of Additional Property. Until the later of (a) seven years following recordation of this Declaration or (b) termination of the Class B Membership, the Co-Declarants (acting unanimously) and/or Levine (acting individually as to any real property owned by Levine) shall have the right to annex any real property that is adjacent to any real property that is then subject to this Declaration, property shall be deemed adjacent if contiguous at any point or if separated only by a street, alley, right-of-way or easement. Annexation shall be effective upon recordation by the requisite Co-Declarant(s) of a signed and acknowledged declaration of annexation with the County Recorder of Maricopa County, Arizona stating that such adjacent real property has been annexed to this Declaration, no consent or approval of such annexation by the Board of Directors or Members of the Association shall be necessary for an annexation. Upon annexation, the annexed real property shall have the same rights, privileges and obligations as property originally subject to the terms of this Declaration, including membership in the Association, except that such rights, privileges and obligations shall not include matters arising or accruing prior to annexation, annual assessments shall be prorated for annexed property through the date of annexation.

Section 12.6 De-Annexation of Property. Co-Declarants (acting unanimously) and/or Levine (acting individually as to any real property owned by Levine) shall have the right from time to time, in their sole discretion and without the consent of any person (other than consent of

the owner of the property being de-annexed), to delete from the Property and remove from the effect of this Declaration one or more portions of the Property, provided, however, that a portion of the Property may not be deleted from this Declaration unless at the time of such deletion and removal no dwelling units or material Common Area improvements have been constructed thereon (unless the de-annexation is for the purpose of accomplishing minor adjustments to the boundaries of Lots or the Property) No deletion of Property shall occur if such deletion would act to terminate access to any right-of-way or utility line unless reasonable alternative provisions are made for such access No deletion of Property shall affect the Assessment Lien on the deleted Property for Assessments accruing prior to deletion Any deletion of Property hereunder shall be made by Co-Declarants recording a notice thereof

ARTICLE XIII
CLAIM AND DISPUTE RESOLUTION/LEGAL ACTIONS

It is intended that the Common Area, each Lot, and all Improvements constructed on the Property by persons ("Developers") in the business of constructing improvements will be constructed in compliance with all applicable building codes and ordinances and that all Improvements will be of a quality that is consistent with the good construction and development practices in the area where the Project is located for production housing similar to that constructed within the Project Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluation such quality, disputes may arise as to whether a defect exists and the responsibility therefor It is intended that all disputes and claims regarding alleged defects ("Alleged Defects") in any Improvements on any Lot or Common Area will be resolved amicably, without the necessity of time-consuming and costly litigation Accordingly, all Developers (including Co-Declarants), the Association, the Board, and all Owners shall be bound by the following claim resolution procedures.

13.1 Right to Cure Alleged Defect If a person or entity ("Claimant") claims, contends, or alleges an Alleged Defect, each Developer shall have the right to inspect, repair and/or replace such Alleged Defect as set forth herein

13.1.1. Notice of Alleged Defect If a Claimant discovers an Alleged Defect, within fifteen (15) days after discovery thereof, Claimant shall give written notice of the Alleged Defect ("Notice of Alleged Defect") to the Developer constructing the Improvement with respect to which the Alleged Defect relates.

13.1.2 Right to Enter, Inspect, Repair and/or Replace Within a reasonable time after the receipt by a Developer of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by a Developer, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into the Common Area, Areas of Association Responsibility, any Lot or Residence, and/or any Improvements for the purposes of inspecting and/or conducting testing and, if deemed necessary by Developer at its sole discretion, repairing and/or replacing such Alleged Defect In conducting such inspection, testing, repairs and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances

13 2 No Additional Obligations; Irrevocability and Waiver of Right Nothing set forth in this Article shall be construed to impose any obligation on a Developer to inspect, test, repair, or replace any item or Alleged Defect for which such Developer is not otherwise obligated under applicable law or any warranty provided by such Developer in connection with the sale of the Lots and Residences and/or the Improvements constructed thereon. The right reserved to Developer to enter, inspect, test, repair and/or replace an Alleged Defect shall be irrevocable and may not be waived or otherwise terminated with regard to a Developer except by a written document executed by such Developer and Recorded.

13 3 Legal Actions All legal actions initiated by a Claimant shall be brought in accordance with a subject to Section 13 4 and Section 12.4 of this Declaration. If a Claimant initiates any legal action, cause of action, regulatory action, proceeding, reference, mediation, or arbitration against a Developer alleging (1) damages for costs of repairing Alleged Defect ("Alleged Defect Costs"), (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect, any judgment or award in connection therewith shall first be used to correct and or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Association as a Claimant recovers any funds from a Developer (or any other Person) to repair an Alleged Defect, any excess funds remaining after repair of such Alleged Defect shall be paid in to the Association's reserve fund. If the Association is a Claimant, the Association must provide a written notice to all Members prior to initiation of any legal action, regulatory action, cause of action, proceeding, reference, mediation or arbitration against a Developer(s) which notice shall include at a minimum (1) a description of the Alleged Defect; (2) a description of the attempts of the Developer(s) to correct such Alleged Defect and the opportunities provided to the Developer(s) to correct such Alleged Defect; (3) a certification from an architect or engineer licensed in the State of Arizona that such Alleged Defect exists along with a description of the scope of work necessary to cure such Alleged Defect and a resume of such architect or engineer, (4) the estimated Alleged Defect Costs, (5) the name and professional background of the attorney retained by the Association to pursue the claim against the Developer(s) and a description of the relationship between such attorney and member(s) of the Board or the Association's management company (if any), (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the claim against the Developer(s) and the source of the funds which will be used to pay such fees and expenses, (8) the estimated time necessary to conclude the action against the Developer(s), and (9) an affirmative statement from a majority of the members of the Board that the action is in the best interests of the Association and its Members.

13 4 Alternative Dispute Resolution Any dispute or claim between or among (a) a Developer (or its brokers, agents, consultants, contractors, subcontractors, or employees) on the one hand, and any Owner(s) or the Association on the other hand, or (b) any Owner and another Owner, or (c) the Association and any Owner regarding any controversy or claim between the parties, including any claim based on contract, tort, or statute, arising out of or relating to (i) the rights or duties of the parties under this Declaration, (ii) the design or construction of any portion of the Project, (iii) or an Alleged Defect, but excluding disputes relating to the payment of any type of Assessment (collectively a "Dispute"), shall be subject first to negotiation, then

mediation, and then arbitration as set forth in this Section 13 4 prior to any party to the Dispute instituting litigation with regard to the Dispute

13 4 1 Negotiation Each party to a Dispute shall make every reasonable effort to meet in person and confer for the purpose of resolving a Dispute by good faith negotiation Upon receipt of a written request from any party to the Dispute, the Board may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion the Board believes its efforts will be beneficial to the parties and to the welfare of the community Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such negotiation

13 4 2 Mediation If the parties cannot resolve their Dispute pursuant to the procedures described in Subsection 13 4 1 above within such time period as may be agreed upon by such parties (the "Termination of Negotiations"), the party instituting the Dispute (the "Disputing Party") shall have thirty (30) days after the termination of negotiations within which to submit the Dispute to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other independent entity providing similar services upon which the parties to the Dispute may mutually agree No person shall serve as a mediator in any Dispute in which such person has a financial or personal interest in the result of the mediation, except by the written consent of all parties to the Dispute. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. If the Disputing Party does not submit the Dispute to mediation within thirty days after Termination of Negotiations, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to Persons not a party to the foregoing proceedings

13 4 2 1 Position Memoranda, Pre-Mediation Conference Within ten (10) days of the selection of the mediator, each party to the Dispute shall submit a brief memorandum setting forth its position with regard to the issues to be resolved The mediator shall have the right to schedule a pre-mediation conference and all parties to the Dispute shall attend unless otherwise agreed The mediation shall commence within ten (10) days following submittal of the memoranda to the mediator and shall conclude within fifteen (15) days from the commencement of the mediation unless the parties to the Dispute mutually agree to extend the mediation period The mediation shall be held in Maricopa County, Arizona or such other place as is mutually acceptable by the parties to the Dispute

13 4 2 2 Conduct of Mediation The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute The mediator is authorized to conduct joint and separate meetings with the parties to the Dispute and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties to the Dispute agree to obtain and assume the expenses of

obtaining such advice as provided in Subsection 13.4.2.5 below. The mediator does not have the authority to impose a settlement on any party to the Dispute.

13.4.2.3. Exclusion Agreement. Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

13.4.2.4. Parties Permitted at Sessions. Persons other than the parties to the Dispute may attend mediation sessions only with the permission of all parties to the Dispute and the consent of the mediator. Confidential information disclosed to a mediator by the parties to the Dispute or by witnesses in the course of the mediation shall be kept confidential. There shall be no stenographic record of the mediation process.

13.4.2.5. Expenses of Mediation. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof of expert advice produced at the direct request of the mediator, shall be borne equally by the parties to the Dispute unless agreed to otherwise. Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such mediation.

13.4.3. Final and Binding Arbitration. If the parties cannot resolve their Dispute pursuant to the procedures described in Subsection 13.4.2 above, the Disputing Party shall have thirty (30) days following termination of mediation proceedings (as determined by the mediator) to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Section 13.4. If the Disputing Party does not submit the Dispute to arbitration within thirty days after termination of mediation proceedings, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute, provided, nothing herein shall release or discharge such party or parties from any liability to Persons not a party to the foregoing proceedings.

The existing parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. No Developer shall be required to participate in the arbitration proceeding if all parties against whom a Developer would have necessary or permissive cross-claims or counterclaims are not or cannot be joined in the arbitration proceedings. Subject to the limitations imposed in this Section 13.4, the arbitrator shall have the authority to try all issues, whether of fact or law.

13.4.3.1. Place. The arbitration proceedings shall be heard in Maricopa County, Arizona, or such other place as is mutually acceptable by the parties to the Dispute.

13.4.3.2. Arbitration. A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the American Arbitration Association with experience in relevant matters, which are the subject of the Dispute. The arbitrator shall not have any relationship to the parties or interest in the

Project The parties to the Dispute shall meet to select the arbitrator within ten (10) days after service of the initial complaint on all defendants named therein

13.4 3 3 Commencement and Timing of Proceeding The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay

13 4 3 4 Pre-hearing Conferences The arbitrator may require one or more pre-hearing conferences.

13 4 3 5 Discovery The parties to the Dispute shall be entitled to limited discovery only, consisting of the exchange between the parties of the following matters (i) witness lists, (ii) expert witness designations, (iii) expert witness reports, (iv) exhibits, (v) reports of testing or inspections of the property subject to the Dispute, including but not limited to, destructive or invasive testing, and (vi) trial briefs The Developer shall also be entitled to conduct further tests and inspections as provided in Section 13 1 above. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the Dispute. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge

13.4 3 6 Limitation on Remedies/Prohibition on the Award of Punitive Damages Notwithstanding contrary provisions of the Commercial Arbitration Rules, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages, however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages. The arbitrator's award may be enforced as provided for in the Uniform Arbitration Act, A.R.S. § 12-1501, et seq, or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held

13 4 3 7 Motions The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

13 4 3 8 Expenses of Arbitration Each party to the Dispute shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys or other representatives, discovery costs, and expenses of witnesses produced by such party. Each party to the Dispute shall share equally all charged rendered by the arbitrator unless otherwise agreed to by the parties

13 5 Statutes of Limitations Nothing in this Article shall be considered to toll, stay, or extend any applicable statute of limitations

13 6 Enforcement of Resolution If the parties to a Dispute resolve such Dispute through negotiation or mediation in accordance with Subsection 13.4 1 or Subsection 13 4 2

above, and any party thereafter fails to abide by the terms of such negotiation or mediation, or if an arbitration award is made in accordance with Subsection 13.4 3 and any party to the Dispute thereafter fails to comply with such resolution or award, then the other party to the Dispute may file suit or initiate administrative proceedings to enforce the terms of such negotiation, mediation, or award without the need to again comply with the procedures set forth in this Article. In such event, the party taking action to enforce the terms of the negotiation, mediation, or the award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata), all costs incurred to enforce the terms of the negotiation, mediation or award including, without limitation, attorneys fees and court costs.

13 7 Confidentiality All papers, documents, briefs, written communication, testimony and transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the Arbitrator, the parties or the parties' attorneys and expert witnesses (where applicable to their testimony), except that upon prior written consent of all parties, such information may be divulged to additional third parties. All third parties shall agree in writing to keep such information confidential.

ARTICLE XIV **SPECIAL BUILDER PROVISIONS**

14 1 Construction and Installation of a Common Wall

14 1 1 Right to Construct Each Builder hereby agrees and acknowledges that certain portions of each Builder's Lots may share a common wall with the Lots of another Builder (a "Common Wall"). Any Builder (the "Constructing Builder") that first commences construction on a portion of the Builder's Lots requiring the construction and installation of a Common Wall (commencement of construction being the commencement of grading) shall be responsible for causing the construction and installation of the Common Wall. The Constructing Builder shall cooperate and coordinate with any adjacent property owner(s) (the "Non-Constructing Builder") in order to avoid any interference with any of the Non-Constructing Builder's construction and installation of improvements upon its Lots. The Constructing Builder shall complete the construction and installation of any Common Wall in a timely manner. If the Constructing Builder fails to timely construct and install the Common Wall in accordance with the terms of this Section 14 1.1, including, but not limited to, receipt of the lien waivers required by Section 14.1.3 below, then the Non-Constructing Builder shall have the right to complete such construction and pay any outstanding costs to release any liens. The Non-Constructing Builder hereby grants to the Constructing Builder a temporary nonexclusive easement over, across, in, under and through those portions of the Non-Constructing Builder's Lots that are not planned or utilized for the construction of buildings, structures, or other improvements for the purpose of constructing the Common Wall. The easement may not be exercised or used in any fashion that would unreasonably interfere with or impact the Non-Constructing Builder's development of its Lots. The easement with respect to any Lot shall automatically expire upon the sale of such Lot, together with a residence thereon, to a third party buyer.

14 1 2 Payments The cost of any Common Wall shall be divided equally between the Builder(s) sharing the Common Wall. Subject to receipt of the lien releases

described in Section 14.1 3 below, within ten (10) days after the Constructing Builder submits an invoice to the Non-Constructing Builder in connection with the cost of the construction and installation of a Common Wall (the "Wall Payment Due Date"), the Non-Constructing Builder shall pay to the Constructing Builder, in cash, by cashier's check or by wire transfer of immediately available funds, the Non-Constructing Builder's share of the cost

14.1 3 Lien Waivers. The Constructing Builder shall not permit any contractors, subcontractors or material suppliers to file any liens or claims including, but not limited to, stop notices, bonded stop notices, mechanics', materialmen's, professional service, contractors' or subcontractors' liens or claim for damage arising from the services performed by the Constructing Builder and its agents, employees, contractors and subcontractors, against any other Builder's Lots. It shall be a condition precedent to the Constructing Builder receiving payment that all mechanics and materialmen deliver statutory unconditional lien releases for the work constructed to date.

14.1 4 Non-Payment If a Non-Constructing Builder fails to pay the amounts incurred by the Constructing Builder for the construction and installation of the Common Wall on the Non-Constructing Builder's Lots on or before the Wall Payment Due Date, the amounts unpaid shall bear interest at the rate of eighteen percent (18%) per annum until paid in full, and shall be secured by a lien against the Lots of the Non-Constructing Builder, which lien may be foreclosed in the manner provided for in Arizona law for the foreclosure of realty mortgages

14.2 Construction and Installation of Diversion/Detention Improvements

14.2 1 Right to Construct Each Builder hereby agrees and acknowledges that each Builder must construct on its Lots certain storm water diversion and/or detention improvements consistent with the master grading and drainage plans for the Property as approved by the City of Surprise (the "Storm Water Improvements"). The construction by a Builder of such Storm Water Improvements on its Lots may be a condition precedent to the commencement of construction by another Builder of improvements on its Lots, if such other Builder is located down gradient. As such, any Builder (the "Constructing Builder") that first commences construction on a portion of a Lot requiring the construction and installation of Storm Water Improvements on the Lot of another Builder (the "Non-Constructing Builder") located up gradient from the Individual Parcel owned by such Constructing Builder, shall cooperate and coordinate with the Non-Constructing Builder with respect to the construction of such Storm Water Improvements. If the Non-Constructing Builder does not intend to construct the Storm Water Improvements on its Lots within a time frame that will accommodate the construction schedule of the Constructing Owner, the Constructing Owner shall have the right, subject to the further provisions of this Section 14.2 1, to construct temporary drainage and diversion improvements (the "Temporary Improvements") upon the Lots of the Non-Constructing Owner. Prior to commencing construction of the Temporary Improvements, the Constructing Owner shall prepare and submit to the Non-Constructing Builder proposed plans and specifications for the Temporary Improvements, as well as a cost estimate. The Constructing Owner may not commence construction of the Temporary Improvements until such plans and specifications and cost estimate have been approved by Non-Constructing Builder, which approval shall not be unreasonably withheld, conditioned or delayed. The Constructing

Builder shall complete the construction and installation of the Temporary Improvements in a good, workmanlike and lien free manner, in accordance with the codes and ordinances of governmental authorities having jurisdiction and in accordance with the plans for the Temporary Improvements approved by Non-Constructing Builder. The Non-Constructing Builder hereby grants to the Constructing Builder a temporary nonexclusive easement over, across, in, under and through those portions of the Non-Constructing Builder's Lots that are not planned or utilized for the construction of buildings, structures, or other improvements for the purpose of constructing the Temporary Improvements. The easement may not be exercised or used in any fashion that would unreasonably interfere with or impact the Non-Constructing Builder's development of its Lots. The easement with respect to any Lot shall automatically expire upon the sale of such Lot, together with a residence thereon, to a third party buyer.

14.2.2 Payment The cost of any Temporary Improvements shall be paid solely by the Non-Constructing Builder. Subject to receipt of the lien releases described in Section 14.2.3 below, within ten (10) days after the Constructing Builder submits an invoice to the Non-Constructing Builder setting forth the cost of construction and installation of the Storm Water Improvements on the Non-Constructing Builder's Lots (the "Temporary Improvements Payment Due Date"), the Non-Constructing Builder shall pay to the Constructing Builder, in cash, by cashier's check or by wire transfer of immediately available funds, the amounts expended by the Constructing Builder in constructing the Storm Water Improvements on the Non-Constructing Builder's Lots, not to exceed, however, the cost estimate approved by Non-Constructing Builder.

14.2.3 Lien Waivers The Constructing Builder shall not permit lien claimants to file against the Lots of the Non-Constructing Builder any liens or claims including, but not limited to, stop notices, bonded stop notices, mechanics', materialmen's, professional service, contractors or subcontractors liens or claims for damage arising from the services performed by the Constructing Builder and its agents, employees, contractors and subcontractors. It shall be a condition precedent to the Constructing Builder receiving payment that all mechanics and materialmen deliver statutory unconditional lien releases for work constructed to date.

14.2.4 Non-Payment If a Non-Constructing Builder fails to pay the amounts incurred by the Constructing Builder for the construction and installation of the Temporary Improvements on the Non-Constructing Builder's Lots on or before the Temporary Improvements Payment Due Date, the amounts unpaid shall bear interest at the rate of eighteen percent (18%) per annum until paid in full, and shall be secured by a lien against the Lots of the Non-Constructing Builder, which lien may be foreclosed in the manner provided for in Arizona law for the foreclosure of realty mortgages.

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 Severability. Judicial invalidation of any part of this Declaration shall not affect the validity of any other provisions.

Section 15.2 Construction The Article and Section headings have been inserted for convenience only and shall not be considered in resolving questions of interpretation or

construction All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number, and any other gender, as the context or sense requires In the event of any conflict or inconsistency between this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control over the provision of the Articles and the Bylaws and the provisions of the Articles shall prevail over the provisions of the Bylaws

Section 15.3 Notices Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail, postage prepaid, if to an Owner, addressed to that Owner at the address of the Owner's lot or if to the Architectural Committee, addressed to that Committee at the normal business address If notice is sent by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage pre-paid If personally delivered, notice shall be effective on receipt Notwithstanding the foregoing, if application for approval, plans, specifications and any other communication or documents shall not be deemed to have been submitted to the Architectural Committee, unless actually received by said Committee Any vote, election, consent or approval of any nature by the Owners or the Board of Directors, whether hereunder or for any other purpose, may, in the discretion of the Board of Directors and in lieu of a meeting of members, be held by a mail-in ballot process pursuant to such reasonable rules as the Board may specify.

Section 15.4 VA/HUD Approvals If the Project or this Declaration has been initially approved by the Veterans Administration ("VA") or the United States Department of Housing and Urban Development ("HUD"), then so long as there is a Class B membership in the Association, the following actions will require the prior approval of the VA or HUD dedication of Common Area and amendment of the Declaration HUD or VA approval of an action requiring such approval shall be deemed given if (a) application for approval is made in writing together with written certification complying with HUD/VA guidelines stating that the Property, including the Declaration and other Association documents, will continue to comply with applicable HUD/VA requirements and (b) HUD and/or VA does not remove the Property from its list of approved projects or otherwise object to the application within thirty days following such application

Section 15.5 Condemnation of Common Area If all or any part of the Common Area is taken or condemned, or conveyed by the Association in lieu of or under threat of such condemnation by or to any authority having the power of condemnation or eminent domain, the award or other compensation paid as a result of such taking or conveyance shall be paid to the Association Any conveyance by the Association of all or any part of the Common Area must be approved in accordance with the provisions of Section 6.9. If the taking involves a portion of the Common Area upon which improvements have been constructed, then the Association shall construct replacement improvements on the remaining Common Area to the extent land is available for such construction, unless within sixty (60) days after such taking the Owners holding at least eighty percent (80%) of the votes in the Association instruct the Board not to build replacement improvements

If such replacement improvements are to be constructed, then the Association shall be entitled to use the award or other compensation made for such taking solely for the purpose of

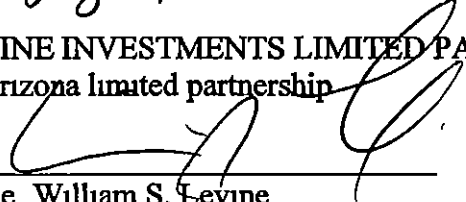
such construction If the taking does not involve any improvements on the Common Area or if the Owners holding more than eighty percent (80%) of the votes in the Association decide not to construct any replacement improvements or if there are any net funds remaining after such construction is completed, then such awarded net funds shall be retained by the Association and used for such purposes as may be determined by the Board

Section 15.6 Interpretation Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration. In the event of any conflict between this Declaration and the other Project Documents, this Declaration shall control In the event of any conflict between the Articles and the Bylaws, the Articles shall control In the event of any conflict between the Bylaws and the Association Rules or the Design Guidelines, the Bylaws shall control

Section 15.7. References to this Declaration in Deeds Deeds to and instruments affecting any Lot or any other part of the Project may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration, but regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assignees

Date July 24, 2003

LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

By 
Name William S. Levine
Its General Partner

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 22nd day of July, 2003 by William S Levine, the general partner of Levine Investments Limited Partnership, an Arizona limited partnership, for and on behalf of the limited partnership



Notary Seal/Stamp

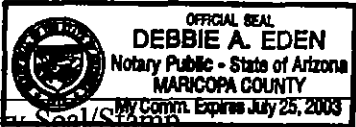

Notary Public

TAYLOR WOODROW/ARIZONA, INC ,
an Arizona corporation

By Thomas R Blake, Jr
Thomas R. Blake, Jr
Its Vice President Land Acquisition

STATE OF ARIZONA)
) ss
County of Maricopa)

This instrument was acknowledged before me this 17 day of July, 2003 by Thomas R Blake, Jr , the Vice President Land Acquisition of Taylor Woodrow/Arizona, Inc , an Arizona corporation, for and on behalf of the corporation

 OFFICIAL SEAL
DEBBIE A. EDEN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 25, 2003
Notary Seal/Stamp

Debbie A. Eden
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a 1 ¼" IP in a handhole marking the South quarter of said Section 9, from which a M C H D brass cap set flush, marking the Southeast corner of said Section 9 bears South 89°21'12" East, a distance of 2639 28 feet, thence North 00°04'20" West, along the mid section line, a distance of 107 16 feet to the TRUE POINT OF BEGINNING,

Thence continuing North 00°04'20" West, a distance of 855 00 feet,

Thence North 89°55'40" East, a distance of 462 35 feet,

Thence North 81°28'21" East, a distance of 377 62 feet,

Thence North 82°46'24" East, a distance of 131 80 feet,

Thence North 84°27'04" East, a distance of 57 55 feet,

Thence North 89°28'53" East, a distance of 179 42 feet,

Thence North 00°04'20" West, a distance of 115 00 feet,

Thence North 89°55'40" East, a distance of 170 94 feet to a point of curvature, concave northeasterly, whose radius is 767 00 feet and whose center bears North 89°55'39" East,

Thence Southeasterly, along said curve to the left, through a central angle of 08°15'53" an arc length of 110 64 feet,

Thence South 08°20'14" East, a distance of 154 01 feet to a point of curvature, concave westerly, whose radius is 358 00 feet,

Thence Southwesterly, along said curve to the right, through a central angle of 22°49'06" an arc length of 142 58 feet to a point of reverse curvature, concave northeasterly, whose radius is 7 00 feet,

Thence Southwesterly, along said curve to the left, through a central angle of 83°53'37" an arc length of 10 25 feet,



Thence South 69°24'45" East, a distance of 93 79 feet,

Thence South 20°20'50" West, a distance of 76 00 feet,

Thence North 69°24'45" West, a distance of 92 03 feet to a point of curvature, concave southeasterly, whose radius is 7 00 feet;

Thence Southwesterly, along said curve to the left, through a central angle of 90°00'00" an arc length of 11 00 feet,

Thence South 20°35'15" West, a distance of 233 80 feet,

Thence South 69°24'45" East, a distance of 112 00 feet,

Thence South 20°35'15" West, a distance of 162 84 feet,

Thence South 36°41'38" West, a distance of 94.08 feet;

Thence South 81°28'21" West, a distance of 175 73 feet,

Thence South 08°31'39" East a distance of 15.40 feet,

Thence South 81°28'21" West, a distance of 105 32 feet,

Thence North 62°28'21" West, a distance of 17.01 feet to a point on a curve, concave northerly, whose radius is 63 00 feet and whose center bears North 62°28'21" West,

Thence Southwesterly, along said curve to the right, through a central angle of 139°16'15" an arc length of 153 14 feet,

Thence South 81°28'21" West, a distance of 223 21 feet,

Thence North 00°33'23" West, a distance of 3 03 feet;

Thence South 81°26'30" West, a distance of 53.52 feet,

Thence South 89°55'40" West, a distance of 106 00 feet,

Thence South 00°33'23" East, a distance of 3 00 feet,

Thence South 89°55'40" West, a distance of 159 86 feet,

Thence North 00°04'20" West, a distance of 3 00 feet,

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Thence South 89°55'40" West, a distance of 159 00 feet,

Thence South 00°04'20" East, a distance of 3 00 feet,

Thence South 89°55'40" West, a distance of 169 00 feet to the TRUE POINT OF BEGINNING

Said parcel containing 27 860 AC , more or less

PARCEL 2

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a 1 ¼" IP in a handhole marking the South quarter corner of said Section 9, from which a M C H D brass cap set flush, marking the Southeast corner of said Section 9 bears South 89°21'12" East, a distance of 2639 28 feet, thence North 00°04'20" West, along the mid section line, a distance of 962 16 feet to the TRUE POINT OF BEGINNING,

Thence continuing North 00°04'20" West, a distance of 115 00 feet to a point of curvature, concave southeasterly, whose radius is 63 00 feet,

Thence Northeasterly, along said curve to the right, through a central angle of 58°26'18" an arc length of 64 26 feet;

Thence North 31°38'02" West, a distance of 19 15 feet,

Thence North 00°04'20" West, a distance of 100 00 feet,

Thence North 45°04'20" West, a distance of 28 28 feet,

Thence North 00°04'20" West, a distance of 835 00 feet,

Thence North 89°55'40" East, a distance of 335 22 feet,

Thence North 00°04'20" West, a distance of 35 83 feet;

Thence North 89°55'40" East, a distance of 60 00 feet,

Thence South 00°04'20" East, a distance of 31 82 feet,

Thence North 89°55'40" East, a distance of 64 22 feet,

Thence North 81°28'21" East, a distance of 116.00 feet,

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Thence South 08°31'39" East, a distance of 3 00 feet,

Thence North 81°28'21" East, a distance of 175 02 feet,

Thence North 07°56'16" West, a distance of 3 00 feet,

Thence North 81° 28'21" East, a distance of 81 80 feet,

Thence North 89°55'40" East, a distance of 102 81 feet,

Thence South 02°08'05" East, a distance of 3 00 feet;

Thence North 89°55'40" East, a distance of 177.45 feet,

Thence North 00°04'20" West, a distance of 3 00 feet,

Thence North 89°55'40" East, a distance of 164 00 feet,

Thence South 45°04'20" East, a distance of 16 97 feet,

Thence South 00°04'20" East, a distance of 11 00 feet,

Thence North 89°55'40" East, a distance of 78.75 feet,

Thence South 04°22'10" East, a distance of 71.38 feet,

Thence South 01°20'28" West, a distance of 50 25 feet,

Thence South 04°22'10" East, a distance of 71 34 feet to a point of curvature, concave westerly, whose radius is 433 00 feet; thence Southwesterly, along said curve to the right, through a central angle of 04°17'50" an arc length of 32 48 feet,

Thence South 00°04'20" East, a distance of 114 21 feet to a point of curvature, concave northeasterly, whose radius is 47.00 feet; thence Southeasterly, along said curve to the left, through a central angle of 17°20'29" an arc length of 14 23 feet to a point of reverse curvature, concave northwesterly, whose radius is 63 00 feet,

Thence Southwesterly, along said curve to the right, through a central angle of 124°40'58" an arc length of 137.10 feet to a point of reverse curvature, concave southerly, whose radius is 47.00 feet, thence westerly, along said curve to the left, through a central angle of 07°13'35" an arc length of 5 93 feet,

Thence South 00°04'20" East, a distance of 212 58 feet to a point on a curve, concave northerly, whose radius is 47 00 feet and whose center bears North 09°52'21" West, thence Northwesterly,

along said curve to the left, through a central angle of 07°32'28" an arc length of 6 19 feet to a point of reverse curvature, concave southwesterly, whose radius is 63 00 feet, thence Southwesterly, along said curve to the right, through a central angle of 124°40'58" an arc length of 137 10 feet to a point of reverse curvature, concave easterly, whose radius is 47 00 feet, thence Southeasterly, along said curve to the left, through a central angle of 17°20'29" an arc length of 14 23 feet,

Thence South 00°04'20" East, a distance of 247 22 feet,

Thence South 89°55'40" West, a distance of 170 94 feet,

Thence South 00°04'20" East, a distance of 115 00 feet,

Thence South 89°28'53" West, a distance of 179.42 feet,

Thence South 84°27'04" West, a distance of 57 55 feet,

Thence South 82°46'24" West, a distance of 131 80 feet,

Thence South 81°28'21" West, a distance of 377 62 feet,

Thence South 89°55'40" West, a distance of 462 35 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 34 832 are, more or less

PARCEL 3

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows.

Commencing at a 1 ¼" IP in a handhole marking the South quarter corner of said Section 9, from which a M C H D brass cap set flush, marking the Southeast corner of said Section 9 bears South 89°21'12" East, a distance of 2639 28 feet, thence North 00°04'20" West, along the mid section line, a distance of 2416 49 feet to the TRUE POINT OF BEGINNING.

Thence continuing North 00°04'20" West, a distance of 1252 50 feet,

Thence North 89°55'40" East, a distance of 676 45 feet,

Thence South 38°19'41" East, a distance of 141 41 feet,

Thence South 00°04'20" East, a distance of 161.30 feet,

Thence North $89^{\circ}55'40''$ East, a distance of 840 80 feet,

Thence South $31^{\circ}09'20''$ East, a distance of 48 81 feet,

Thence South $05^{\circ}35'26''$ West, a distance of 103 56 feet,

Thence South $84^{\circ}24'34''$ East, a distance of 21 72 feet to a point of curvature, concave northwesterly, whose radius is 87.00 feet, thence Northeasterly, along said curve to the left, through a central angle of $30^{\circ}08'03''$ an arc length of 45 76 feet,

Thence South $38^{\circ}51'56''$ East, a distance of 77.28 feet to a point on a curve, concave northwesterly, whose radius is 163 00 feet and whose center bears North $31^{\circ}16'43''$ West, thence Southwesterly, along said curve to the right, through a central angle of $36^{\circ}52'09''$ an arc length of 104 89 feet to a point of cusp;

Thence South $84^{\circ}24'34''$ East, a distance of 60 39 feet,

Thence South $05^{\circ}35'26''$ West, a distance of 194.00 feet,

Thence South $50^{\circ}35'26''$ West, a distance of 14 14 feet;

Thence North $84^{\circ}24'34''$ West, a distance of 98.81 feet to a point on a curve, concave northwesterly, whose radius is 63 00 feet and whose center bears South $81^{\circ}48'59''$ West, thence Southwesterly, along said curve to the right, through a central angle of $93^{\circ}36'20''$ an arc length of 102 92 feet,

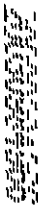
Thence South $05^{\circ}35'26''$ West, a distance of 109 05 feet,

Thence South $52^{\circ}36'42''$ West, a distance of 7 83 feet,

Thence North $75^{\circ}27'40''$ West, a distance of 57.96 feet,

Thence south $05^{\circ}15'46''$ West, a distance of 106 63 feet to a point on a curve, concave southwesterly, whose radius is 63 00 feet and whose center bears South $07^{\circ}47'01''$ West, thence Southeasterly, along said curve to the right, through a central angle of $105^{\circ}45'34''$ an arc length of 116 29 feet to a point of reverse curvature, concave southeasterly, whose radius is 47 00 feet, thence Southerly, along said curve to the left, through a central angle of $17^{\circ}20'29''$ an arc length 14 23 feet,

Thence South $06^{\circ}12'06''$ West, a distance of 166 43 feet to a point of curvature, concave northeasterly, whose radius is 47 00 feet, thence Southeasterly, along said curve to the left, through a central angle of $17^{\circ}20'29''$ an arc length of 14 23 feet to a point of reverse curvature, concave northwesterly, whose radius is 63 00 feet, thence Southwesterly, along said curve to the right, through a central angle of $124^{\circ}40'58''$ an arc length of 137 10 feet to a point of reverse



curvature, concave southwesterly, whose radius is 47 00 feet, thence Northwesterly, along said curve to the left, through a central angle of 16°16'05" an arc length 13 34 feet,

Thence South 00°04'20" East, a distance of 111 09 feet,

Thence South 89°55'40" West, a distance of 138 54 feet,

Thence North 85°52'01" West, a distance of 136 37 feet,

Thence South 89°55'40" West, a distance of 207 00 feet,

Thence North 00°04'20" West, a distance of 13 00 feet,

Thence South 89°55'40" West, a distance of 90 00 feet

Thence South 00°04'20" East, a distance of 13 00 feet,

Thence South 89°55'40" West, a distance of 71.00 feet,

Thence South 87°07'17" West, a distance of 204 24 feet,

Thence South 89°55'40" West, a distance of 129 89 feet

Thence North 42°59'15" West, a distance of 46.12 feet,

Thence South 84°16'32" West, a distance of 121 96 feet,

Thence North 53°17'01" West, a distance of 22 96 feet to a point on a curve, concave northeasterly, whose radius is 63 00 feet and whose center bears North 53°18'13" West, thence Northwesterly, along said curve to the right, through a central angle of 190°51'27" an arc length of 209 86 feet to a point of reverse curvature, concave northwesterly, whose radius is 47 00 feet, thence Northwesterly, along said curve to the left, through a central angle of 53°07'50" an arc length of 43.58 feet to a point of reverse curvature, concave easterly, whose radius is 3893 23 feet; thence Northerly, along said curve to the right, through a central angle of 00°24'32" an arc length of 27 78 feet,

Thence South 84°49'56" West, a distance of 125 68 feet to the TRUE POINT OF BEGINNING

Said parcel containing 44 61 acres, more or less

PARCEL 4

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 00°04'20" East, along the mid section line, a distance of 936.00 feet to the TRUE POINT OF BEGINNING,

thence South 89°34'13" East, a distance of 730.73 feet to a point on a curve, concave northeasterly, whose radius is 230.00 feet and whose center bears North 72°25'59" East,

thence southeasterly, along said curve to the left, through a central angle of 20°45'40" an arc length of 83.34 feet,

thence South 38°19'41" East, a distance of 198.07 feet to a point of curvature, concave northeasterly, whose radius is 230.00 feet,

thence southeasterly, along said curve to the left, through a central angle of 49°05'35" an arc length of 197.07 feet,

thence South 87°25'16" East, a distance of 157.00 feet to a point of curvature, concave southwesterly, whose radius is 1970.00 feet,

thence southeasterly, along said curve to the right, through a central angle of 03°20'01" an arc length of 114.62 feet,

thence South 84°05'15" East, a distance of 141.99 feet,

thence South 40°07'26" East, a distance of 21.61 feet to a point on a curve, concave easterly, whose radius is 1030.00 feet and whose center bears South 86°35'29" East,

thence southeasterly, along said curve to the left, through a central angle of 33°52'14" an arc length of 608.89 feet,

thence South 89°55'40" West, a distance of 863.91 feet,

thence North 00°04'20" West, a distance of 161.30 feet,

thence North 38°19'41" West, a distance of 141.41 feet,

thence South 89°55'40" West, a distance of 676.45 feet to a point on the mid-section line,

thence North 00°04'20" West, along said mid-section line, a distance of 681.03 feet to the TRUE POINT OF BEGINNING

Said parcel containing 23 456 acres, more or less

PARCEL 5

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637 45 feet, thence South 00°04'20" East, along the mid section line, a distance of 205 01 feet to the TRUE POINT OF BEGINNING,

thence South 89°34'12" East, a distance of 150 01 feet,

thence North 00°04'20" West, a distance of 150 01 feet to a point on a line parallel with and 55 00 feet south of the north line of the northeast quarter of said Section 9,

thence South 89°34'12" East, along said parallel line, a distance of 550.58 feet,

thence South 44°48'13" East, a distance of 28 40 feet,

thence South 00°02'14" East, a distance of 791 80 feet to a point of curvature, concave northeasterly, whose radius is 230 00 feet,

thence southeasterly, along said curve to the left, through a central angle of 17°31'47" an arc length of 70 37 feet,

thence North 89°34'13" West, a distance of 730 73 feet to a point on the mid-section line,

thence North 00°04'20" West, along said mid-section line, a distance of 731 00 feet to the TRUE POINT OF BEGINNING

Said parcel containing 14.052 acres, more or less

PARCEL 6

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows



Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637 45 feet, thence South 89°34'12" East, along the north line of the northeast quarter of said Section 9, a distance of 1090 00 feet, thence South 00°00'28" East, a distance of 55 00 feet to a point on a line parallel with and 55 00 feet south of the north line of said northeast quarter, said point being the TRUE POINT OF BEGINNING,

thence continuing South 00°00'28" East, a distance of 339 96 feet,

thence South 89°34'13" East, a distance of 512 58 feet,

thence South 00°25'48" West, a distance of 284 54 feet to a point of curvature, concave northwesterly, whose radius is 990 00 feet,

thence southwesterly, along said curve to the right, through a central angle of 14°58'14" an arc length of 258 67 feet,

thence South 15°24'02" West, a distance of 150 00 feet to a point of curvature, concave southeasterly, whose radius is 1030 00 feet;

thence southeasterly, along said curve to the left, through a central angle of 06°59'02" an arc length of 125 55 feet,

thence South 51°56'57" West, a distance of 21 61 feet,

thence North 84°05'15" West, a distance of 141 99 feet to a point of curvature, concave southwesterly, whose radius is 2030 00 feet,

thence northwesterly, along said curve to the left, through a central angle of 03°20'01" an arc length of 118 11 feet,

thence North 87°25'16" West, a distance of 157 00 feet to a point of curvature, concave northeasterly, whose radius is 170.00 feet,

thence northwesterly, along said curve to the right, through a central angle of 49°05'35" an arc length of 145 66 feet,

thence North 38°19'41" West, a distance of 198 07 feet to a point of curvature, concave northeasterly, whose radius is 170 00 feet,

thence northwesterly, along said curve to the right, through a central angle of 38°17'27" an arc length of 113.61 feet,

thence North 00°02'14" West, a distance of 791 31 feet,

thence North 45°11'47" East, a distance of 28 17 feet to a point on a line parallel with and 55 00 feet south of the north line of the northeast quarter of said Section 9;

thence South 89°34'12" East, a distance of 289 35 feet to the TRUE POINT OF BEGINNING

Said parcel containing 16 325 acres, more or less

PARCEL 7

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 89°34'12" East, along the north line of the northeast quarter of said Section 9, a distance of 1090 00 feet, thence South 00°00'28" East, a distance of 55.00 feet to a point on a line parallel with and 55 00 feet south of the north line of said northeast quarter, said point being the TRUE POINT OF BEGINNING,

thence South 89°34'12" East, along said parallel line, a distance of 490 18 feet,

thence South 44°34'12" East, a distance of 35 36 feet,

thence South 00°25'48" West, a distance of 314 95 feet;

thence North 89°34'13" West, a distance of 512 58 feet,

thence North 00°00'28" West, a distance of 339 96 feet to the TRUE POINT OF BEGINNING

Said parcel containing 4 003 acres, more or less

PARCEL 8

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9, from which a 1" IP in a pothole marking the North quarter corner of said Section 9 bears North 89°34'12" West, a distance of 2637 45 feet, thence North 89°34'12" West a distance of 79 50 feet, thence South 00°25'48" West, a distance of 55 00 feet to the TRUE POINT OF BEGINNING,

thence South 44°49'57" East, a distance of 35 52 feet to a point on a line parallel with and 55 00 feet west of the east line of the northeast quarter of said Section 9,

thence South 00°05'42" East, along said parallel line, a distance of 677 30 feet,

thence North 89°34'12" West, a distance of 926 68 feet to a point on a curve, concave northwesterly, whose radius is 1050 00 feet and whose center bears North 85°19'17" West,

thence northerly, along said curve to the left, through a central angle of 04°14'55" an arc length of 77 86 feet,

thence North 00°25'48" East, a distance of 599 49 feet;

thence North 45°25'48" East, a distance of 35 36 feet to a point on a line parallel with and 55 00 feet south of the north line of the northeast quarter of said Section 9;

thence South 89°34'12" East, along said parallel line, a distance of 867 35 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 14 828 acres, more or less.

PARCEL 9

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows.

Commencing at a City of Surprise brass cap set flush marking the Northeast corner of said Section 9, from which a M C H D brass cap set flush, marking the East quarter corner of said

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Section 9 bears South 00°05'42" East, a distance of 2647.89 feet, thence South 00°05'42" East, along the East line of the Southeast quarter of said Section 9, a distance of 756.42 feet, thence South 89°54'18" West, a distance of 96.79 feet to the TRUE POINT OF BEGINNING,

Thence continuing South 00°25'48" West, a distance of 120.50 feet to a point on a curve, concave southeasterly, whose radius is 63.00 feet and whose center bears South 30°32'31" West, thence Southeasterly, along said curve to the right, through a central angle of 77°13'47" an arc length of 84.92 feet to a point of reverse curvature, concave southeasterly, whose radius is 47.00 feet,

Thence Southerly, along said curve to the left, through a central angle of 17°20'30" an arc length of 14.23 feet,

Thence South 00°25'48" West, a distance of 149.43 feet to a point of curvature, concave northeasterly, whose radius is 47.00 feet,

Thence Southeasterly, along said curve to the left, through a central angle of 17°20'29" an arc length of 14.23 feet to a point of reverse curvature, concave northwesterly, whose radius is 63.00 feet, thence Southwesterly, along said curve to the right, through a central angle of 77°51'55" an arc length of 85.62 feet;

Thence South 00°25'48" West, a distance of 217.75 feet to a point on a curve, concave southwesterly, whose radius is 63.00 feet and whose center bears South 24°51'29" West; thence Southeasterly, along said curve to the right, through a central angle of 82°54'49" an arc length of 91.17 feet to a point of reverse curvature, concave easterly, whose radius is 47.00 feet, thence Southerly, along said curve to the left, through a central angle of 17°20'30" an arc length of 14.23 feet;

Thence South 00°25'48" West, a distance of 149.43 feet to a point of curvature, concave northeasterly, whose radius is 47.00 feet; thence Southeasterly, along said curve to the left, through a central angle of 17°20'29" an arc length of 14.23 feet to a point of reverse curvature, concave northwesterly, whose radius is 63.00 feet,

Thence Southwesterly, along said curve to the right, through a central angle of 107°20'29" an arc length of 118.03 feet to a point of cusp; thence South 89°34'12" East, a distance of 47.48 feet,

Thence South 00°25'48" West, a distance of 480.00 feet,

Thence North 89°34'12" West, a distance of 102.00 feet to a point on a curve, concave northeasterly, whose radius is 63.00 feet and whose center bears North 89°34'12" West, thence Southwesterly, along said curve to the right, through a central angle of 242°57'52" an arc length of 267.15 feet to a point of reverse curvature, concave northwesterly, whose radius is 47.00 feet, thence Northwesterly, along said curve to the left, through a central angle of 32°13'22" an arc length of 26.43 feet;

Thence North 89°34'12" West, a distance of 102 12 feet;

Thence North 00°25'48" East, a distance of 34 00 feet,

Thence North 89°34'12" West, a distance of 96 00 feet,

Thence South 76°24'33" West, a distance of 98 95 feet,

Thence North 89°34'12" West, a distance of 132 24 feet,

Thence North 42°47'34" West, a distance of 183.60 feet,

Thence North 03°11'38" East, a distance of 16 68 feet,

Thence North 49°10'50" East, a distance of 10 65 feet,

Thence North 40°48'49" West, a distance of 80 00 feet,

Thence South 49°10'50" West, a distance of 10 63 feet,

Thence North 84°26'47" West, a distance of 16.56 feet to a point on a curve, concave northeasterly, whose radius is 960 00 feet and whose center bears North 52°17'05" East, thence Northwesterly, along said curve to the right, through a central angle of 12°58'09" an arc length of 217 30 feet,

Thence North 65°15'14" East, a distance of 6 87 feet; thence North 19°49'21" West, a distance of 163 60 feet;

Thence South 75°06'03" West, a distance of 6 87 feet to a point on a curve, concave northeasterly, whose radius is 960 00 feet and whose center bears North 75°06'03" East, thence Northwesterly, along said curve to the right, through a central angle of 09°50'49" an arc length of 164 99 feet;

Thence North 84°56'52" East, a distance of 6.87 feet,

Thence North 00°07'43" West, a distance of 163 60 feet,

Thence North 85°12'19" West, a distance of 6 87 feet to a point on a curve, concave southeasterly, whose radius is 960.00 feet and whose center bears South 85°12'19" East, thence Northeasterly, along said curve to the right, through a central angle of 10°36'21" an arc length of 177 70,

Thence North 15°24'02" East, a distance of 34 08 feet,



Thence North 60°24'02" East, a distance of 16 97 feet,
 Thence South 74°35'58" East, a distance of 11 00 feet,
 Thence North 15°24'02" East, a distance of 80 00 feet,
 Thence North 74°35'58" West, a distance of 11 00 feet,
 Thence North 29°35'58" West, a distance of 16 97 feet,
 Thence North 15°24'02" East, a distance of 140 99 feet,
 Thence North 56°25'16" East, a distance of 127 57 feet,
 Thence South 89°34'12" East, a distance of 768 89 feet to the TRUE POINT OF BEGINNING
 Said parcel containing 29 17 acres, more or less

PARCEL 10

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a M C H D. brass cap set flush, marking the Southeast corner of said Section 9, from which a 1- 1/4" IP in a handhole marking the South quarter corner of said Section 9 bears North 89°21'12" West, a distance of 2639 28 feet, thence North 89°21'12" West a distance of 80 87 feet; thence North 00°38'48" East, a distance of 67 50 feet to a point on a line parallel with and 67 50 feet north of the south line of the southeast quarter of said Section 9, said point also being the TRUE POINT OF BEGINNING,

Thence North 89°21'12" West, along said parallel line, a distance of 1120 91 feet,

Thence North 44°21'12" West, a distance of 35 36 feet,

Thence North 00°38'48" East, a distance of 7 50 feet to a point of curvature, concave southeasterly, whose radius is 970 00 feet,

Thence northeasterly, along said curve to the right, through a central angle of 20°23'08" an arc length of 345 12 feet,

Thence North 20°35'15" East, a distance of 245 48 feet to a point of curvature, concave northwesterly, whose radius is 1880 00 feet,

Thence North 00°05'12" West, a distance of 108 00 feet,

Thence South 89°54'48" West, a distance of 59 22 feet;

Thence North 42°47'34" West, a distance of 78 83 feet,

Thence North 00°05'12" West, a distance of 67 55 feet,

Thence North 47°12'26" East, a distance of 200 58 feet to a point of non-tangent curvature, concave easterly, whose radius is 63 00 feet and whose center bears North 03°50'08" West,

Thence northerly, along said curve to the right, through a central angle of 182°51'47" an arc length of 201.07 feet,

Thence north 00°58'21" West, a distance of 64 47 feet,

Thence North 47°12'26" East, a distance of 257 27 feet,

Thence South 42°47'34" East, a distance of 310 00 feet,

Thence South 62°16'45" East, a distance of 87 17 feet,

Thence South 66°03'52" East, a distance of 88 59 feet to a point of curvature, concave northeasterly, whose radius is 445 00 feet and whose center bears North 15°20'19" East,

Thence southeasterly, along said curve to the left, through a central angle of 08°33'11" an arc length of 66 43 feet,

Thence South 43°36'21" East, a distance of 65 71 feet;

Thence South 00°05'12" East, a distance of 173.79 feet,

Thence South 44°54'48" West, a distance of 14 78 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63 00 feet and whose center bears South 44°54'48" West,

Thence southeasterly, along said curve to the right, through a central angle of 95°42'38" an arc length of 105 24 feet,

Thence South 39°22'34" East, a distance of 8 06 feet,

Thence South 00°05'12" East, a distance of 492 00 feet,

Thence South $39^{\circ}12'10''$ West, a distance of 8.06 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $39^{\circ}12'10''$ West,

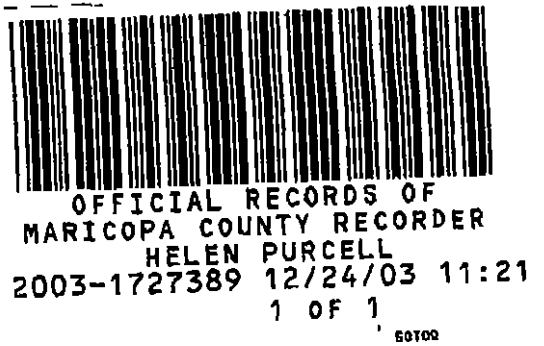
Thence southerly, along said curve to the right, through a central angle of $106^{\circ}57'42''$ an arc length of 117.61 feet,

Thence South $00^{\circ}05'12''$ East, a distance of 502.23 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $33^{\circ}39'45''$ West,

Thence southerly, along said curve to the right, through a central angle of $103^{\circ}44'26''$ an arc length of 114.07 feet,

Thence South $42^{\circ}35'49''$ East, a distance of 18.39 feet,

Thence South $00^{\circ}05'12''$ East, a distance of 291.86 feet to the TRUE POINT OF BEGINNING



WHEN RECORDED RETURN TO

Taylor Woodrow/Arizona, Inc.
6710 North Scottsdale Road, Suite 100
Scottsdale, Arizona 85253
Attn: Lynne M Dugan

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE (this "Amendment") is made as of this 23rd day of December, 2003, by Levine Investments Limited Partnership, an Arizona limited partnership ("Levine"), Taylor Woodrow/Arizona, Inc, an Arizona corporation ("Taylor"), Standard Pacific of Arizona, Inc, a Delaware corporation ("Standard") and Pulte Home Corporation, a Michigan corporation ("Pulte")

RECITALS

A Levine, Taylor, Standard and Pulte are Co-Declarants under that certain Declaration of Covenants, Conditions and Restrictions for Sierra Verde recorded in the Official Records of the Maricopa County, Arizona Recorder as Instrument No 2003-0984966, ("Declaration") and the owners of at least 2/3 of the Lots. All capitalized terms used but not otherwise defined herein shall have the meanings given thereto in the Declaration

B. The Declaration has not yet been approved by HUD or the VA

C Levine, Taylor, Standard and Pulte have the authority to amend the Declaration without the consent or approval of any other party or governmental authority

D Levine, Taylor, Standard and Pulte desire to amend the Declaration as hereinafter set forth

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Declaration as follows

1 The definition of "Co-Declarant" set out in Section 1.13 of the Declaration is hereby deleted in its entirety and replaced with the following

"Section 1.13 "Co-Declarants" means Taylor, Levine, Standard and Pulte, and their successors and assigns if such successors or assigns should acquire from

a Co-Declarant an entire Parcel within the Project (as described on Exhibit A attached hereto) or five or more Lots without a house constructed thereon and such acquisition includes a transfer of the Co-Declarant's rights herein as to such Parcel or Lots, a Co-Declarant shall have the right to assign its rights hereunder as to a portion of the Property and retain its rights as Co-Declarant as to another portion of the Property by recording a written notice of such assignment and the portions of the Property to which the assignment pertains. No successor Co-Declarant shall have any liability resulting from any actions or inactions of any preceding Co-Declarants unless expressly assumed by the successive Co-Declarant, in which event the preceding Co-Declarant shall be released from liability. Notwithstanding anything to the contrary herein, the designation of a party as a Co-Declarant in accordance with the terms hereof at the time such party acquires the minimum threshold of property shall automatically apply to such party as to additional Lots acquired by such party, at the time such party acquires additional Lots, provided, however, that subject to the following sentence, there shall be no more than two (2) Co-Declarants per Parcel within the Project (as described on Exhibit A attached hereto) If an Owner of a Parcel within the Project (as described on Exhibit A attached hereto) or Lots has granted an optionee an option to acquire Lots, at the election of such Owner and optionee as evidenced by a recorded instrument, the optionee, for all purposes under this Declaration, shall be treated as the Owner of the Lots, including, but not limited to, for the purpose of holding the Co-Declarant's rights with respect thereto, provided that (i) such rights shall automatically revert to the Owner upon the termination of the option (except with respect to Lots previously acquired by such optionee) and (ii) from and after the termination of the option, the optionee shall not be counted as a "Co-Declarant" with respect to the Parcel for purposes of the two (2) Co-Declarant per Parcel limitation imposed in the preceding sentence."

2 Article III of the Declaration is hereby amended by adding a new Section 3 16 as follows

"Section 3 16 Common Elements Within Parcel 5. Notwithstanding anything in this Declaration to the contrary, any and all of the common elements within Parcel 5 (as described on Exhibit A attached hereto) shall not constitute Common Areas for purposes of this Declaration "

3 Article IV of the Declaration is hereby amended by adding a new Section 4 19 as follows

"Section 4 19 Parcel 5 Reduced Assessments Notwithstanding anything in this Declaration to the contrary, the Assessments applicable to each Lot or other dwelling unit within Parcel 5 of the Property (as described on Exhibit A attached hereto) shall be levied and assessed at a rate equal to fifty percent (50%) of the Assessments levied and assessed against other Lots within the Property "

4 Except as modified herein, the Declaration shall remain in full force and effect

5 This Amendment may be signed in counterpart, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written

LEVINE:

**LEVINE INVESTMENTS LIMITED
PARTNERSHIP, an Arizona limited partnership**

By. 

William S. Levine
Its General Partner

TAYLOR:

**TAYLOR WOODROW/ARIZONA, INC , an
Arizona corporation**

By _____
Name: Thomas R. Blake, Jr
Its Vice President Land Acquisition

PULTE:

**PULTE HOME CORPORATION, a Michigan
corporation**

By _____
Name: _____
Its _____

5 This Amendment may be signed in counterpart, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written

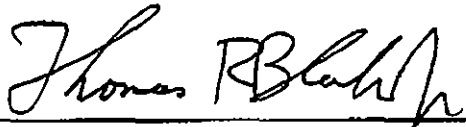
LEVINE:

LEVINE INVESTMENTS LIMITED
PARTNERSHIP, an Arizona limited partnership

By _____
William S. Levine
Its General Partner

TAYLOR:

TAYLOR WOODROW/ARIZONA, INC , an
Arizona corporation

By  _____
Name: Thomas R. Blake, Jr.
Its Vice President Land Acquisition

PULTE:

PULTE HOME CORPORATION, a Michigan
corporation

By _____
Name: _____
Its _____

5. This Amendment may be signed in counterpart, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written

LEVINE:

LEVINE INVESTMENTS LIMITED
PARTNERSHIP, an Arizona limited partnership

By. _____
William S Levine
Its General Partner


TAYLOR:

TAYLOR WOODROW/ARIZONA, INC , an
Arizona corporation

By _____
Name. Thomas R Blake, Jr
Its: Vice President Land Acquisition

PULTE:

PULTE HOME CORPORATION, a Michigan
corporation

By  _____
Name: PAUL ACUTE
Its: DIRECTOR OF LAND DEV.

STANDARD:

STANDARD PACIFIC OF ARIZONA, INC , a
Delaware corporation

By: *Carol Grumley*
Name: Carol Grumley
Its. Vice President

By: *Bruce Schroeder*
Name: Bruce Schroeder
Its. Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2003, before me, the undersigned officer, personally appeared William S Levine, who acknowledged himself to be the general partner of LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the partnership by himself

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires

STANDARD:

**STANDARD PACIFIC OF ARIZONA, INC , a
Delaware corporation**

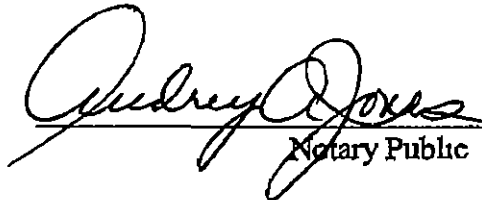
By: _____
Name _____
Its. _____

By: _____
Name _____
Its _____

STATE OF ARIZONA)
) ss
County of Maricopa)

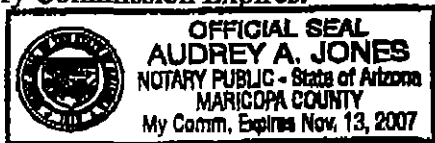
On this 23rd day of DECEMBER 2003, before me, the undersigned officer, personally appeared William S Levine, who acknowledged himself to be the general partner of LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the partnership by himself

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Notary Public

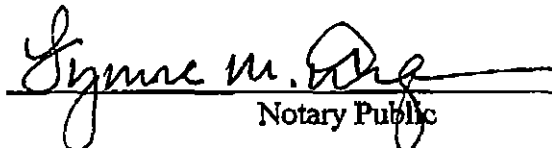
My Commission Expires:



STATE OF ARIZONA)
) ss
County of Maricopa)

On this 22nd day of December, 2003, before me, the undersigned officer, personally appeared Thomas R. Blake, Jr, who acknowledged himself to be the Vice President Land Acquisition of TAYLOR WOODROW/ARIZONA, INC , an Arizona corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ___ day of _____, 2003, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of PULTE HOME CORPORATION, a Michigan corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

My Commission Expires

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22nd day of December, 2003, before me, the undersigned officer, personally appeared Thomas R Blake, Jr., who acknowledged himself to be the Vice President Land Acquisition of TAYLOR WOODROW/ARIZONA, INC., an Arizona corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

My Commission Expires

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 23rd day of December, 2003, before me, the undersigned officer, personally appeared Paul Adler, who acknowledged himself to be the Attorney In Charge of PULTE HOME CORPORATION, a Michigan corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Barbara J Baird

Notary Public

My Commission Expires: Sept 5 - 2004

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 23rd day of December, 2003, before me, the undersigned officer, personally appeared Carol Grumley, who acknowledged himself to be the Vice Pres of STANDARD PACIFIC OF ARIZONA, INC, a Delaware corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Connie S Dean

Notary Public

My Commission Expires 11-08-06



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of December, 2003, before me, the undersigned officer, personally appeared Bryce Schroder, who acknowledged himself to be the Vice Pres of STANDARD PACIFIC OF ARIZONA, INC, a Delaware corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie S Dean

Notary Public

My Commission Expires. 11-08-06



EXHIBIT "A"

LEGAL DESCRIPTION
SIERRA VERDE, PARCEL 5

Parcel 5 of Sierra Verde Infrastructure Final plat as recorded in Book 645, Page 13, Official Records of Maricopa County being a portion of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637 45 feet, thence South 00°04'20" East, a distance of 55.00 feet along the north-south mid section line, to a point on a line parallel with and 55 00 feet south of the North line of the Northeast quarter of said Section 9, thence South 89°34'12" East, a distance of 150 01 feet to the TRUE POINT OF BEGINNING,

thence continuing South 89°24'12" East, a distance of 550 58 feet,

thence South 44°48'13" East, a distance of 28 40 feet,

thence South 00°02'14" East, a distance of 791 80 feet to a point of curvature, concave northeasterly, whose radius is 230.00 feet;

thence Southeasterly, along said curve to the left, through a central angle of 17°31'47" an arc length of 70 37 feet,

thence North 89°34'13" West, a distance of 730.73 feet,

thence North 00°04'20" West, a distance of 731.00 feet,

thence South 89°34'12" East, a distance of 150 01 feet,

thence North 00°04'20" West, a distance of 150 01 feet to the TRUE POINT OF BEGINNING

Said parcel containing 14.05 acres, more or less

OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 20040178713 02/24/2004 08 58
 ELECTRONIC RECORDING

When recorded return to

022404VM-12-1-1--
 Tomutac

Taylor Woodrow/Arizona, Inc
 6710 North Scottsdale Road, Suite 100
 Scottsdale, Arizona 85253
 Attn. Lynne M Dugan

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde ("Second Amendment") is made effective as of the ___ day of February, 2004 and amends that certain Declaration of Covenants, Conditions, and Restrictions for Sierra Verde ("Original Declaration") recorded at Maricopa County, Arizona instrument no 2003-0984966, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde ("First Amendment") recorded at Maricopa County, Arizona instrument no. 2003-1727389. This Second Amendment is entered into by the undersigned, who are (a) Owners of at least two thirds of the Lots and (b) all of the Co-Declarants. The undersigned hereby elect to amend the Original Declaration, as previously amended by the First Amendment, (collectively, the "Declaration") as follows:

1 Article III of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 3.17 reading as follows:

"Section 3.17 Common Elements Within Parcel 6. Notwithstanding anything in this Declaration to the contrary, any and all of the common elements within Parcel 6 (as described on Exhibit A attached to the Second Amendment to this Declaration) shall not constitute Common Areas for purposes of this Declaration."

2 Article IV of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 4.20 reading as follows:

"Section 4.20 Parcel 6 Reduced Assessments. Notwithstanding anything in this Declaration to the contrary, the Assessments applicable to each Lot or other dwelling unit within Parcel 6 of the Property (as described on Exhibit A attached to the Second Amendment to this Declaration) shall be levied and assessed at a rate equal to fifty percent (50%) of the Assessments levied and assessed against other Lots within the Property."

3. Parcel 11 (as described on Exhibit B attached to this Second Amendment) is hereby de-annexed from the Property pursuant to Section 12.6 of the Declaration.

4 Article X of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 10.7 reading as follows:

337780 2 \ 10235-353 \ 78ms021 (2/19/2004)

20040178713

"Section 107 The Association shall maintain in the same fashion as improvements located on Common Area the landscape tracts and landscaping existing on Parcel 11 (as described on Exhibit B attached to this Second Amendment) as of the date of this Second Amendment until the first to occur of (a) commencement of any construction of any improvements on Parcel 11 by or on behalf of any owner or lessee thereof or (b) written notice from the owner of Parcel 11 to the Association that such owner assumes responsibility for such maintenance. The landscape tracts on Section 11 shall be considered part of the Common Area for purposes of use of Association funds for maintenance pursuant to this Section despite the de-annexation of Parcel 11 from the Property."

5 Except as stated herein, the Declaration shall continue in full force and effect. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to on instrument. Capitalized terms used in this Second Amendment without definition shall have the meanings stated in the Declaration.

In witness whereof, the undersigned have placed their signatures

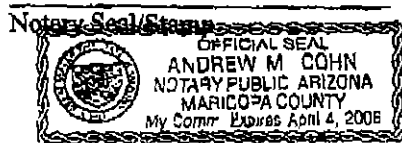
LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

By 
Name William S Levine
Its General Partner

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 12 day of February, 2004 by William S Levine, the general partner of Levine Investments Limited Partnership, an Arizona limited partnership, for and on behalf of the limited partnership


Notary Public



20040178713

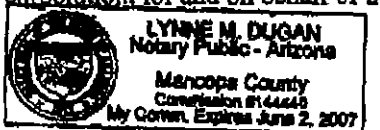
TAYLOR WOODROW/ARIZONA, INC ,
an Arizona corporation

By. Thomas R. Blodgett

Its Vice President Ronald Argosution

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 19th day of February, 2004
by Thomas R. Blodgett the Vice President of Taylor Woodrow/Arizona, Inc, an Arizona
corporation, for and on behalf of the corporation.



Notary Seal/Stamp

Lynne M. Dugan
Notary Public

20040178713


PULTE HOME CORPORATION,
a Michigan corporation

By: Scott Wright

Its Attorney-in-fact

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 18th day of February, 2004
by Scott Wright, the Director of Pulte Home Corporation, a Michigan
corporation, for and on behalf of the corporation

 Notary Public State of Arizona
Maricopa County
Lisa J Welby
Expires October 28 2004

Notary Seal/Stamp

Lisa J Welby
Notary Public

20040178713

EXHIBIT A
PARCEL 6 LEGAL DESCRIPTION

20040178713

**LEGAL DESCRIPTION
PARCEL 6
SIERRA VERDE INFRASTRUCTURE**

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 89°34'12" East, along the north line of the northeast quarter of said Section 9, a distance of 1090.00 feet; thence South 00°00'28" East, a distance of 55.00 feet to a point on a line parallel with and 55.00 feet south of the north line of said northeast quarter, said point being the TRUE POINT OF BEGINNING,

thence continuing South 00°00'28" East, a distance of 339.96 feet,

thence South 89°34'13" East, a distance of 512.58 feet,

thence South 00°25'48" West, a distance of 284.54 feet to a point of curvature, concave northwesterly, whose radius is 990.00 feet,

thence southwesterly, along said curve to the right, through a central angle of 14°58'14" an arc length of 258.67 feet,

thence South 15°24'02" West, a distance of 150.00 feet to a point of curvature, concave southeasterly, whose radius is 1030.00 feet,

thence southeasterly, along said curve to the left, through a central angle of 06°59'02" an arc length of 125.55 feet,

thence South 51°56'57" West, a distance of 21.61 feet,

thence North 84°05'15" West, a distance of 141.99 feet to a point of curvature, concave southwesterly, whose radius is 2030.00 feet;

thence northwesterly, along said curve to the left, through a central angle of 03°20'01" an arc length of 118.11 feet,

thence North 87°25'16" West, a distance of 157.00 feet to a point of curvature, concave northeasterly, whose radius is 170.00 feet,

20040178713

thence northwesterly, along said curve to the right, through a central angle of $49^{\circ}05'35''$ an arc length of 145 66 feet;

thence North $38^{\circ}19'41''$ West, a distance of 198 07 feet to a point of curvature, concave northeasterly, whose radius is 170 00 feet,

thence northwesterly, along said curve to the right, through a central angle of $38^{\circ}17'27''$ an arc length of 113 61 feet,

thence North $00^{\circ}02'14''$ West, a distance of 791 31 feet;

thence North $45^{\circ}11'47''$ East, a distance of 28 17 feet to a point on a line parallel with and 55 00 feet south of the north line of the northeast quarter of said Section 9,

thence South $89^{\circ}34'12''$ East, a distance of 289 35 feet to the TRUE POINT OF BEGINNING

Said parcel containing 16.325 acres, more or less

20040178713

EXHIBIT B
PARCEL 11 LEGAL DESCRIPTION

20040178713

Sierra Verde Parcel 11

Legal Description

A portion of the East half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows

Commencing at a Maricopa County Highway Department brass cap flush marking the southeast corner of said Section 9 from which a 1 ¼" IP in a handhole marking the South quarter of said Section 9, bears North 89°21'12" West, a distance of 2639 28 feet, thence North 00°05'12" West, along the east line of the southeast quarter of said Section 9, a distance of 769 00 feet; thence South 89°54'48" West, a distance of 113 00 feet to the TRUE POINT OF BEGINNING,

Thence North 89°21'12" West, a distance of 759 72 feet,

Thence North 00°38'48" East, a distance of 265 56 feet to a point of non-tangent curvature, concave northwesterly, whose radius is 430 00 feet and whose center bears North 07°15'12" West,

Thence southwesterly, along said curve to the right, through a central angle of 10°11'18" an arc length of 76 46 feet to a point of non-tangent curvature, concave northwesterly, whose radius is 1913 00 feet and whose center bears North 81°08'07" West;

Thence northerly along said curve to the left, through a central angle of 01°48'19" an arc length of 60 27 feet,

Thence North 05°15'35" West, a distance of 34 83 feet,

Thence North 00°05'12" West, a distance of 1015 56 feet,

Thence North 44°54'48" East, a distance of 53 63 feet,

Thence North 89°54'48" East, a distance of 93 05 feet,

Thence North 00°05'12" West, a distance of 108 00 feet;

Thence South 89°54'48" West, a distance of 59 22 feet,

Thence North 42°47'34" West, a distance of 78 83 feet,

20040178713

Thence North $00^{\circ}05'12''$ West, a distance of 67.55 feet,

Thence North $47^{\circ}12'26''$ East, a distance of 200.58 feet to a point of non-tangent curvature, concave easterly, whose radius is 63.00 feet and whose center bears North $03^{\circ}50'08''$ West,

Thence northerly, along said curve to the right, through a central angle of $182^{\circ}51'47''$ an arc length of 201.07 feet,

Thence north $00^{\circ}58'21''$ West, a distance of 64.47 feet,

Thence North $47^{\circ}12'26''$ East, a distance of 257.27 feet,

Thence South $42^{\circ}47'34''$ East, a distance of 310.00 feet,

Thence South $62^{\circ}16'45''$ East, a distance of 87.17 feet,

Thence South $66^{\circ}03'52''$ East, a distance of 88.59 feet to a point of curvature, concave northeasterly, whose radius is 445.00 feet and whose center bears North $15^{\circ}20'19''$ East,

Thence southeasterly, along said curve to the left, through a central angle of $08^{\circ}33'11''$ an arc length of 66.43 feet,

Thence South $43^{\circ}36'21''$ East, a distance of 65.71 feet,

Thence South $00^{\circ}05'12''$ East, a distance of 173.79 feet,

Thence South $44^{\circ}54'48''$ West, a distance of 14.78 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $44^{\circ}54'48''$ West,

Thence southeasterly, along said curve to the right, through a central angle of $95^{\circ}42'38''$ an arc length of 105.24 feet,

Thence South $39^{\circ}22'34''$ East, a distance of 8.06 feet,

Thence South $00^{\circ}05'12''$ East, a distance of 492.00 feet,

Thence South $39^{\circ}12'10''$ West, a distance of 8.06 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $39^{\circ}12'10''$ West,

Thence southerly, along said curve to the right, through a central angle of $106^{\circ}57'42''$ an arc length of 117.61 feet,

20040178713

Thence South $00^{\circ}05'12''$ East, a distance of 502.23 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $33^{\circ}39'45''$ West,

Thence southerly, along said curve to the right, through a central angle of $103^{\circ}44'26''$ an arc length of 114.07 feet,

Thence South $42^{\circ}35'49''$ East, a distance of 18.39 feet,

Thence South $00^{\circ}05'12''$ East, a distance of 291.86 feet to the TRUE POINT OF BEGINNING



OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL
 2003-1727389 12/24/03 11:21
 1 OF 1
 60702

WHEN RECORDED RETURN TO:

Taylor Woodrow/Arizona, Inc.
 6710 North Scottsdale Road, Suite 100
 Scottsdale, Arizona 85253
 Attn: Lynne M. Dugan

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE (this "Amendment") is made as of this 23rd day of December, 2003, by Levine Investments Limited Partnership, an Arizona limited partnership ("Levine"), Taylor Woodrow/Arizona, Inc., an Arizona corporation ("Taylor"), Standard Pacific of Arizona, Inc., a Delaware corporation ("Standard") and Pulte Home Corporation, a Michigan corporation ("Pulte").

RECITALS

A. Levine, Taylor, Standard and Pulte are Co-Declarants under that certain Declaration of Covenants, Conditions and Restrictions for Sierra Verde recorded in the Official Records of the Maricopa County, Arizona Recorder as Instrument No. 2003-0984966, ("Declaration") and the owners of at least 2/3 of the Lots. All capitalized terms used but not otherwise defined herein shall have the meanings given thereto in the Declaration.

B. The Declaration has not yet been approved by HUD or the VA.

C. Levine, Taylor, Standard and Pulte have the authority to amend the Declaration without the consent or approval of any other party or governmental authority.

D. Levine, Taylor, Standard and Pulte desire to amend the Declaration as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Declaration as follows:

1. The definition of "Co-Declarant" set out in Section 1.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 1.13 "Co-Declarants" means Taylor, Levine, Standard and Pulte, and their successors and assigns if such successors or assigns should acquire from

a Co-Declarant an entire Parcel within the Project (as described on Exhibit A attached hereto) or five or more Lots without a house constructed thereon and such acquisition includes a transfer of the Co-Declarant's rights herein as to such Parcel or Lots; a Co-Declarant shall have the right to assign its rights hereunder as to a portion of the Property and retain its rights as Co-Declarant as to another portion of the Property by recording a written notice of such assignment and the portions of the Property to which the assignment pertains. No successor Co-Declarant shall have any liability resulting from any actions or inactions of any preceding Co-Declarants unless expressly assumed by the successive Co-Declarant, in which event the preceding Co-Declarant shall be released from liability. Notwithstanding anything to the contrary herein, the designation of a party as a Co-Declarant in accordance with the terms hereof at the time such party acquires the minimum threshold of property shall automatically apply to such party as to additional Lots acquired by such party, at the time such party acquires additional Lots, provided, however, that subject to the following sentence, there shall be no more than two (2) Co-Declarants per Parcel within the Project (as described on Exhibit A attached hereto). If an Owner of a Parcel within the Project (as described on Exhibit A attached hereto) or Lots has granted an optionee an option to acquire Lots, at the election of such Owner and optionee as evidenced by a recorded instrument, the optionee, for all purposes under this Declaration, shall be treated as the Owner of the Lots, including, but not limited to, for the purpose of holding the Co-Declarant's rights with respect thereto, provided that (i) such rights shall automatically revert to the Owner upon the termination of the option (except with respect to Lots previously acquired by such optionee) and (ii) from and after the termination of the option, the optionee shall not be counted as a "Co-Declarant" with respect to the Parcel for purposes of the two (2) Co-Declarant per Parcel limitation imposed in the preceding sentence."

2. Article III of the Declaration is hereby amended by adding a new Section 3.16 as follows:

"Section 3.16. Common Elements Within Parcel 5. Notwithstanding anything in this Declaration to the contrary, any and all of the common elements within Parcel 5 (as described on Exhibit A attached hereto) shall not constitute Common Areas for purposes of this Declaration."

3. Article IV of the Declaration is hereby amended by adding a new Section 4.19 as follows:

"Section 4.19. Parcel 5 Reduced Assessments. Notwithstanding anything in this Declaration to the contrary, the Assessments applicable to each Lot or other dwelling unit within Parcel 5 of the Property (as described on Exhibit A attached hereto) shall be levied and assessed at a rate equal to fifty percent (50%) of the Assessments levied and assessed against other Lots within the Property."

4. Except as modified herein, the Declaration shall remain in full force and effect.

5. This Amendment may be signed in counterpart, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

LEVINE:

LEVINE INVESTMENTS LIMITED
PARTNERSHIP, an Arizona limited partnership

By: 

William S. Levine
Its: General Partner

TAYLOR:

TAYLOR WOODROW/ARIZONA, INC., an
Arizona corporation

By: _____
Name: Thomas R. Blake, Jr.
Its: Vice President Land Acquisition

PULTE:

PULTE HOME CORPORATION, a Michigan
corporation

By: _____
Name: _____
Its: _____

5. This Amendment may be signed in counterpart, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

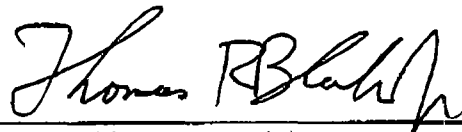
LEVINE:

LEVINE INVESTMENTS LIMITED
PARTNERSHIP, an Arizona limited partnership

By: _____
William S. Levine
Its: General Partner

TAYLOR:

TAYLOR WOODROW/ARIZONA, INC., an
Arizona corporation

By:  _____
Name: Thomas R. Blake, Jr.
Its: Vice President Land Acquisition

PULTE:

PULTE HOME CORPORATION, a Michigan
corporation

By: _____
Name: _____
Its: _____

5. This Amendment may be signed in counterpart, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

LEVINE:

LEVINE INVESTMENTS LIMITED
PARTNERSHIP, an Arizona limited partnership

By: _____
William S. Levine
Its: General Partner

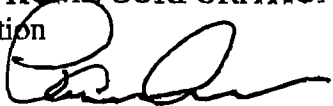
TAYLOR:

TAYLOR WOODROW/ARIZONA, INC., an
Arizona corporation

By: _____
Name: Thomas R. Blake, Jr.
Its: Vice President Land Acquisition

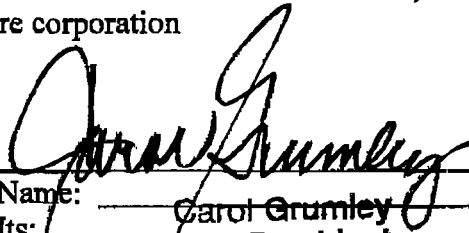
PULTE:


PULTE HOME CORPORATION, a Michigan
corporation

By:  _____
Name: PAUL ARCHER
Its: DIRECTOR OF LAND DEV

STANDARD:

STANDARD PACIFIC OF ARIZONA, INC., a
Delaware corporation

By: 
Name: Carol Grumley
Its: Vice President

By: 
Name: Bruce Schroeder
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2003, before me, the undersigned officer, personally appeared William S. Levine, who acknowledged himself to be the general partner of LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the partnership by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STANDARD:

**STANDARD PACIFIC OF ARIZONA, INC., a
Delaware corporation**

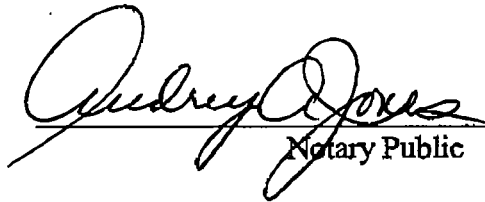
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

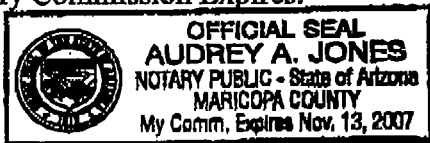
On this 23rd day of DECEMBER 2003, before me, the undersigned officer, personally appeared William S. Levine, who acknowledged himself to be the general partner of LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the partnership by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

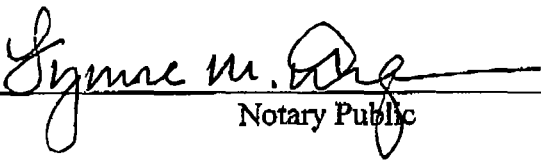
My Commission Expires:



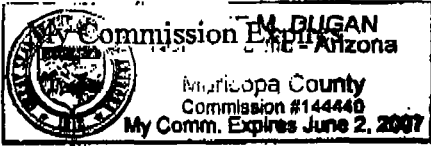
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22nd day of December, 2003, before me, the undersigned officer, personally appeared Thomas R. Blake, Jr., who acknowledged himself to be the Vice President Land Acquisition of TAYLOR WOODROW/ARIZONA, INC., an Arizona corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2003, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of PULTE HOME CORPORATION, a Michigan corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22nd day of December, 2003, before me, the undersigned officer, personally appeared Thomas R. Blake, Jr., who acknowledged himself to be the Vice President Land Acquisition of TAYLOR WOODROW/ARIZONA, INC., an Arizona corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of December, 2003, before me, the undersigned officer, personally appeared Paul Adler, who acknowledged himself to be the Attorney In Fact of PULTE HOME CORPORATION, a Michigan corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Barbara J Baird

Notary Public

My Commission Expires: Sept 5 - 2004

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of December, 2003, before me, the undersigned officer, personally appeared Carol Grumley, who acknowledged himself to be the Vice Pres. of STANDARD PACIFIC OF ARIZONA, INC., a Delaware corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie S. Dean

Notary Public

My Commission Expires: 11-08-06



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of December, 2003, before me, the undersigned officer, personally appeared Bruce Schröder, who acknowledged himself to be the Vice Pres. of STANDARD PACIFIC OF ARIZONA, INC., a Delaware corporation, and that he, in such capacity, being authorized so to do, signed the foregoing document for the purposes therein contained by signing the name of the corporation by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Connie S. Dean

Notary Public

My Commission Expires: 11-08-06



EXHIBIT "A"

**LEGAL DESCRIPTION
SIERRA VERDE, PARCEL 5**

Parcel 5 of Sierra Verde Infrastructure Final plat as recorded in Book 645, Page 13, Official Records of Maricopa County being a portion of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 00°04'20" East, a distance of 55.00 feet along the north-south mid section line, to a point on a line parallel with and 55.00 feet south of the North line of the Northeast quarter of said Section 9; thence South 89°34'12" East, a distance of 150.01 feet to the TRUE POINT OF BEGINNING,

thence continuing South 89°24'12" East, a distance of 550.58 feet;

thence South 44°48'13" East, a distance of 28.40 feet;

thence South 00°02'14" East, a distance of 791.80 feet to a point of curvature, concave northeasterly, whose radius is 230.00 feet;

thence Southeasterly, along said curve to the left, through a central angle of 17°31'47" an arc length of 70.37 feet;

thence North 89°34'13" West, a distance of 730.73 feet;

thence North 00°04'20" West, a distance of 731.00 feet;

thence South 89°34'12" East, a distance of 150.01 feet;

thence North 00°04'20" West, a distance of 150.01 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 14.05 acres, more or less.

When recorded return to:

Taylor Woodrow/Arizona, Inc.
6710 North Scottsdale Road, Suite 100
Scottsdale, Arizona 85253
Attn: Lynne M. Dugan

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde ("Second Amendment") is made effective as of the ___ day of February, 2004 and amends that certain Declaration of Covenants, Conditions, and Restrictions for Sierra Verde ("Original Declaration") recorded at Maricopa County, Arizona instrument no. 2003-0984966, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde ("First Amendment") recorded at Maricopa County, Arizona instrument no. 2003-1727389. This Second Amendment is entered into by the undersigned, who are (a) Owners of at least two thirds of the Lots and (b) all of the Co-Declarants. The undersigned hereby elect to amend the Original Declaration, as previously amended by the First Amendment, (collectively, the "Declaration") as follows:

1. Article III of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 3.17 reading as follows:

"Section 3.17. Common Elements Within Parcel 6. Notwithstanding anything in this Declaration to the contrary, any and all of the common elements within Parcel 6 (as described on Exhibit A attached to the Second Amendment to this Declaration) shall not constitute Common Areas for purposes of this Declaration."

2. Article IV of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 4.20 reading as follows:

"Section 4.20. Parcel 6 Reduced Assessments. Notwithstanding anything in this Declaration to the contrary, the Assessments applicable to each Lot or other dwelling unit within Parcel 6 of the Property (as described on Exhibit A attached to the Second Amendment to this Declaration) shall be levied and assessed at a rate equal to fifty percent (50%) of the Assessments levied and assessed against other Lots within the Property."

3. Parcel 11 (as described on Exhibit B attached to this Second Amendment) is hereby de-annexed from the Property pursuant to Section 12.6 of the Declaration.

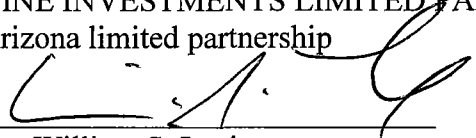
4. Article X of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 10.7 reading as follows:

“Section 10.7. The Association shall maintain in the same fashion as improvements located on Common Area the landscape tracts and landscaping existing on Parcel 11 (as described on Exhibit B attached to this Second Amendment) as of the date of this Second Amendment until the first to occur of (a) commencement of any construction of any improvements on Parcel 11 by or on behalf of any owner or lessee thereof or (b) written notice from the owner of Parcel 11 to the Association that such owner assumes responsibility for such maintenance. The landscape tracts on Section 11 shall be considered part of the Common Area for purposes of use of Association funds for maintenance pursuant to this Section despite the de-annexation of Parcel 11 from the Property.”

5. Except as stated herein, the Declaration shall continue in full force and effect. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to on instrument. Capitalized terms used in this Second Amendment without definition shall have the meanings stated in the Declaration.

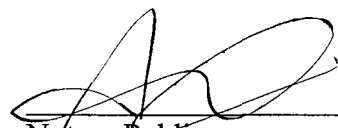
In witness whereof, the undersigned have placed their signatures.

LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

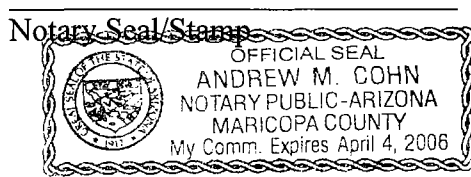
By: 
Name: William S. Levine
Its: General Partner

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 02 day of February, 2004 by William S. Levine, the general partner of Levine Investments Limited Partnership, an Arizona limited partnership, for and on behalf of the limited partnership.



Notary Public



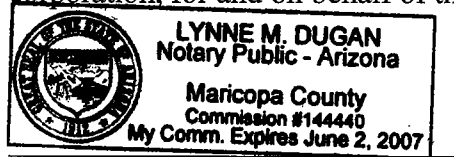
TAYLOR WOODROW/ARIZONA, INC.,
an Arizona corporation

By: Thomas R. Blahnik

Its: Vice President Land Acquisition

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 19th day of February, 2004
by Thomas R. Blahnik Jr. the Vice Pres. Land of Taylor Woodrow/Arizona, Inc., an Arizona
corporation, for and on behalf of the corporation.



Notary Seal/Stamp

Lynne M. Dugan
Notary Public

PULTE HOME CORPORATION,
a Michigan corporation

By: Sam Wan

Its: Attorney-in-fact

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 18th day of February, 2004
by Scott Wright, the Director of Pulte Home Corporation, a Michigan
corporation, for and on behalf of the corporation.



Notary Public State of Arizona
Maricopa County
Lisa J Welty
Expires October 29, 2004

Notary Seal/Stamp

Lisa J Welty
Notary Public

STANDARD PACIFIC OF ARIZONA, INC.,
a Delaware corporation

By: *Carol Grumley*
Its: Carol Grumley
Vice President

By: *Bruce Schroeder*
Its: V.P.

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 19th day of Feb, 2004
by Carol Grumley, the V.P. of Standard Pacific of Arizona, Inc., a Delaware
corporation, for and on behalf of the corporation.

110806
Notary Seal/Stamp



Connie S. Dean
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 19th day of Feb, 2004
by Bruce Schroeder, the VP of Standard Pacific of Arizona, Inc., a Delaware
corporation, for and on behalf of the corporation.

110806
Notary Seal/Stamp



Connie S. Dean
Notary Public

EXHIBIT A

PARCEL 6 LEGAL DESCRIPTION

**LEGAL DESCRIPTION
PARCEL 6
SIERRA VERDE INFRASTRUCTURE**

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 89°34'12" East, along the north line of the northeast quarter of said Section 9, a distance of 1090.00 feet; thence South 00°00'28" East, a distance of 55.00 feet to a point on a line parallel with and 55.00 feet south of the north line of said northeast quarter, said point being the TRUE POINT OF BEGINNING,

thence continuing South 00°00'28" East, a distance of 339.96 feet;

thence South 89°34'13" East, a distance of 512.58 feet;

thence South 00°25'48" West, a distance of 284.54 feet to a point of curvature, concave northwesterly, whose radius is 990.00 feet;

thence southwesterly, along said curve to the right, through a central angle of 14°58'14" an arc length of 258.67 feet;

thence South 15°24'02" West, a distance of 150.00 feet to a point of curvature, concave southeasterly, whose radius is 1030.00 feet;

thence southeasterly, along said curve to the left, through a central angle of 06°59'02" an arc length of 125.55 feet;

thence South 51°56'57" West, a distance of 21.61 feet;

thence North 84°05'15" West, a distance of 141.99 feet to a point of curvature, concave southwesterly, whose radius is 2030.00 feet;

thence northwesterly, along said curve to the left, through a central angle of 03°20'01" an arc length of 118.11 feet;

thence North 87°25'16" West, a distance of 157.00 feet to a point of curvature, concave northeasterly, whose radius is 170.00 feet;

thence northwesterly, along said curve to the right, through a central angle of $49^{\circ}05'35''$ an arc length of 145.66 feet;

thence North $38^{\circ}19'41''$ West, a distance of 198.07 feet to a point of curvature, concave northeasterly, whose radius is 170.00 feet;

thence northwesterly, along said curve to the right, through a central angle of $38^{\circ}17'27''$ an arc length of 113.61 feet;

thence North $00^{\circ}02'14''$ West, a distance of 791.31 feet;

thence North $45^{\circ}11'47''$ East, a distance of 28.17 feet to a point on a line parallel with and 55.00 feet south of the north line of the northeast quarter of said Section 9;

thence South $89^{\circ}34'12''$ East, a distance of 289.35 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 16.325 acres, more or less.

EXHIBIT B

PARCEL 11 LEGAL DESCRIPTION

Sierra Verde Parcel 11

Legal Description

A portion of the East half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at a Maricopa County Highway Department brass cap flush marking the southeast corner of said Section 9 from which a 1 ¼" IP in a handhole marking the South quarter of said Section 9, bears North 89°21'12" West, a distance of 2639.28 feet, thence North 00°05'12" West, along the east line of the southeast quarter of said Section 9, a distance of 769.00 feet; thence South 89°54'48" West, a distance of 113.00 feet to the TRUE POINT OF BEGINNING,

Thence North 89°21'12" West, a distance of 759.72 feet;

Thence North 00°38'48" East, a distance of 265.56 feet to a point of non-tangent curvature, concave northwesterly, whose radius is 430.00 feet and whose center bears North 07°15'12" West;

Thence southwesterly, along said curve to the right, through a central angle of 10°11'18" an arc length of 76.46 feet to a point of non-tangent curvature, concave northwesterly, whose radius is 1913.00 feet and whose center bears North 81°08'07" West;

Thence northerly along said curve to the left, through a central angle of 01°48'19" an arc length of 60.27 feet;

Thence North 05°15'35" West, a distance of 34.83 feet;

Thence North 00°05'12" West, a distance of 1015.56 feet;

Thence North 44°54'48" East, a distance of 53.63 feet;

Thence North 89°54'48" East, a distance of 93.05 feet;

Thence North 00°05'12" West, a distance of 108.00 feet;

Thence South 89°54'48" West, a distance of 59.22 feet;

Thence North 42°47'34" West, a distance of 78.83 feet;

Thence North $00^{\circ}05'12''$ West, a distance of 67.55 feet;

Thence North $47^{\circ}12'26''$ East, a distance of 200.58 feet to a point of non-tangent curvature, concave easterly, whose radius is 63.00 feet and whose center bears North $03^{\circ}50'08''$ West;

Thence northerly, along said curve to the right, through a central angle of $182^{\circ}51'47''$ an arc length of 201.07 feet;

Thence north $00^{\circ}58'21''$ West, a distance of 64.47 feet;

Thence North $47^{\circ}12'26''$ East, a distance of 257.27 feet;

Thence South $42^{\circ}47'34''$ East, a distance of 310.00 feet;

Thence South $62^{\circ}16'45''$ East, a distance of 87.17 feet;

Thence South $66^{\circ}03'52''$ East, a distance of 88.59 feet to a point of curvature, concave northeasterly, whose radius is 445.00 feet and whose center bears North $15^{\circ}20'19''$ East;

Thence southeasterly, along said curve to the left, through a central angle of $08^{\circ}33'11''$ an arc length of 66.43 feet;

Thence South $43^{\circ}36'21''$ East, a distance of 65.71 feet;

Thence South $00^{\circ}05'12''$ East, a distance of 173.79 feet;

Thence South $44^{\circ}54'48''$ West, a distance of 14.78 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $44^{\circ}54'48''$ West;

Thence southeasterly, along said curve to the right, through a central angle of $95^{\circ}42'38''$ an arc length of 105.24 feet;

Thence South $39^{\circ}22'34''$ East, a distance of 8.06 feet;

Thence South $00^{\circ}05'12''$ East, a distance of 492.00 feet;

Thence South $39^{\circ}12'10''$ West, a distance of 8.06 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $39^{\circ}12'10''$ West;

Thence southerly, along said curve to the right, through a central angle of $106^{\circ}57'42''$ an arc length of 117.61 feet;

Thence South $00^{\circ}05'12''$ East, a distance of 502.23 feet to a point of non-tangent curvature, concave southwesterly, whose radius is 63.00 feet and whose center bears South $33^{\circ}39'45''$ West;

Thence southerly, along said curve to the right, through a central angle of $103^{\circ}44'26''$ an arc length of 114.07 feet;

Thence South $42^{\circ}35'49''$ East, a distance of 18.39 feet;

Thence South $00^{\circ}05'12''$ East, a distance of 291.86 feet to the TRUE POINT OF BEGINNING

WHEN RECORDED RETURN TO:

Taylor Woodrow/Arizona, Inc.
6720 North Scottsdale Road, Suite 390
Scottsdale, Arizona 85253
Attn: Lynne M. Dugan

FIRST AMERICAN TITLE

COURTESY Vt
RECORDING
**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SIERRA VERDE**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde ("Third Amendment") is made effective as of the 10th day of November, 2004, and amends that certain Declaration of Covenants, Conditions and Restrictions for Sierra Verde (the "Original Declaration") recorded at Maricopa County, Arizona instrument no. 2003-0984966, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde (the "First Amendment") recorded at Maricopa County, Arizona instrument no. 2003-1727389 and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde (the "Second Amendment") recorded at Maricopa County, Arizona instrument no. 2004-0178713. This Third Amendment is entered into by the undersigned, who are (a) Owners of at least two thirds of the Lots and (b) all of the Co-Declarants. The undersigned hereby elect to amend the Original Declaration, as previously amended by the First Amendment and the Second Amendment (collectively, the "Declaration"), as follows:

1. Article V of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 5.32 reading as follows:

"Section 5.32. Parcel 4 Uses. Notwithstanding anything in this Declaration to the contrary, it is anticipated that Parcel 4 (as described on Exhibit "A" attached hereto) may be developed for medium-density residential use, and such use is expressly permitted under this Declaration. Accordingly, nothing in this Declaration shall preclude the development of Parcel 4 for medium-density residential use, including, without limitation, in accordance with the proposed Final Plat for Parcel 4 prepared by DEI Professional Services, as the same may be amended, modified, and hereafter approved by the City of Surprise, Arizona (the "City"), together with all improvement plans which may at any time be approved by the City in connection therewith."

2. Article V of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 5.33 reading as follows:

"Section 5.33. Parcel 5 Uses. Notwithstanding anything in this Declaration to the contrary, it is anticipated that Parcel 5 (as described on Exhibit "B" attached hereto) may be developed for condominium use, and such use is expressly permitted under this Declaration. Accordingly, nothing in this Declaration shall preclude the development of Parcel 5 for condominium use, including, without limitation, in accordance with the proposed Condominium Plat for Parcel 5, prepared by DEI Professional Services as the same may be amended, modified, and hereafter approved by the City, together with all improvement plans which may at any time be approved by the City in connection therewith."

3. Article V of the Declaration is hereby amended pursuant to Section 12.3 of the Declaration by adding a new Section 5.34 reading as follows:

"Section 5.34. Parcel 6 Uses. Notwithstanding anything in this Declaration to the contrary, it is anticipated that Parcel 6 (as described on Exhibit "C" attached hereto) may be developed as rental apartments, and such use is expressly permitted under this Declaration for Parcel 6. Accordingly, nothing in this Declaration shall preclude the development of Parcel 6 as rental apartments. As used herein, the term "rental apartments" shall mean two (2) or more Residential Units within a building under single ownership, each of which is utilized for rental or leased residential purposes.

4. Each condominium unit within Parcel 5 and each apartment unit within Parcel 6 shall be assessed as a separate Lot, and the Assessments applicable to each condominium unit within Parcel 5 and each apartment unit within Parcel 6 shall be levied and assessed at a rate equal to fifty percent (50%) of the Assessments levied and assessed against other Lots within the Property.


5. Except as stated herein, the Declaration shall continue in full force and effect. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument. Capitalized terms used in this Third Amendment without definition shall have the meanings stated in the Declaration.

In witness whereof, the undersigned have placed their signatures.

LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

By: _____
Name: William S. Levine
Its: General Partner

TAYLOR WOODROW/ARIZONA, INC.,
an Arizona corporation

By: 
Name: Thomas R. Blake, Jr.
Its: Vice President Land Acquisitions

CONSENT OF STANDARD PACIFIC:

The undersigned, as Co-Declarant as to Parcel 1, consents to this Third Amendment.

STANDARD PACIFIC OF ARIZONA, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSENT OF PULTE:

The undersigned, as Co-Declarant as to Parcel 3, consents to this Third Amendment.

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Name: _____
Title: _____

LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

By: _____
Name: William S. Levine
Its: General Partner

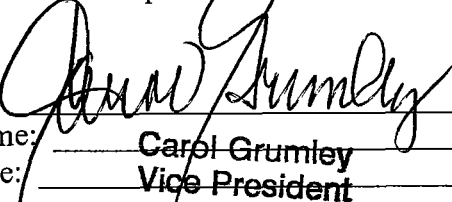
TAYLOR WOODROW/ARIZONA, INC.,
an Arizona corporation


By: _____
Name: Thomas R. Blake, Jr.
Its: Vice President Land Acquisitions

CONSENT OF STANDARD PACIFIC:

The undersigned, as Co-Declarant as to Parcel 1, consents to this Third Amendment.

STANDARD PACIFIC OF ARIZONA, INC.,
a Delaware corporation

By:  _____
Name: **Carol Grumley**
Title: **Vice President**

By:  _____
Name: **J. Patrick Moroney**
Title: **President**

CONSENT OF PULTE:

The undersigned, as Co-Declarant as to Parcel 3, consents to this Third Amendment.

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Name: _____
Title: _____

LEVINE INVESTMENTS LIMITED PARTNERSHIP,
an Arizona limited partnership

By: _____
Name: William S. Levine
Its: General Partner

TAYLOR WOODROW/ARIZONA, INC.,
an Arizona corporation

By: _____
Name: Thomas R. Blake, Jr.
Its: Vice President Land Acquisitions

CONSENT OF STANDARD PACIFIC:

The undersigned, as Co-Declarant as to Parcel 1, consents to this Third Amendment.

STANDARD PACIFIC OF ARIZONA, INC.,
a Delaware corporation

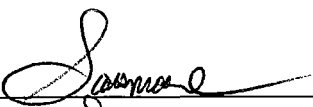
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSENT OF PULTE:

The undersigned, as Co-Declarant as to Parcel 3, consents to this Third Amendment.

PULTE HOME CORPORATION,
a Michigan corporation


By:  _____
Name: Scott Moore
Title: VP of Operations

CONSENT OF ENGLE:

The undersigned, as Co-Declarant as to Parcel 4, consents to this Third Amendment.

ENGLE SIERRA VERDE P4, LLC,
a Delaware limited liability company


By: TOUSA Homes, Inc., a Florida
corporation, its managing member

By: 
Name: CARA Melrose
Title: President

CONSENT OF TOUSA:

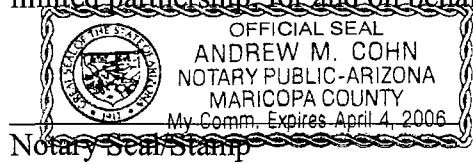
The undersigned, as Co-Declarant as to Parcel 5, consents to this Third Amendment.

TOUSA HOMES, INC.,
a Florida corporation doing business
in Arizona as Engle Homes

By: 
Name: CARA Melrose
Title: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 7 day of November, 2004 by William S. Levine, the general partner of Levine Investments Limited Partnership, an Arizona limited partnership, for and on behalf of the limited partnership.





Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by Thomas R. Blake, Jr., the Vice President Land Acquisitions of Taylor Woodrow/Arizona, Inc., an Arizona corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary

Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

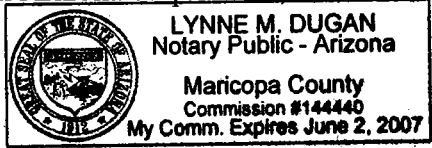
This instrument was acknowledged before me this _____ day of November, 2004 by William S. Levine, the general partner of Levine Investments Limited Partnership, an Arizona limited partnership, for and on behalf of the limited partnership.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 5th day of November, 2004 by Thomas R. Blake, Jr., the Vice President Land Acquisitions of Taylor Woodrow/Arizona, Inc., an Arizona corporation, for and on behalf of the corporation.



Notary Seal/Stamp

Lynne M. Dugan

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary

Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 5th day of November, 2004 by J. Patrick Morony, the President of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

11-08-04

Notary Seal/Stamp

Connie S. Dean

Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of Pulte Home Corporation, a Michigan corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of TOUSA Homes, Inc., a Florida corporation, the managing member of ENGLE SIERRA VERDE P4, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

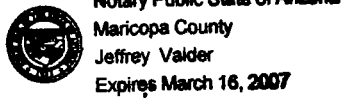
This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

Notary Seal/Stamp


Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 9th day of November, 2004 by Scott Moore, the V.P. OF OPERATIONS of Pulte Home Corporation, a Michigan corporation, for and on behalf of the corporation.



Notary Seal/Stamp



Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of TOUSA Homes, Inc., a Florida corporation, the managing member of ENGLE SIERRA VERDE P4, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of Standard Pacific of Arizona, Inc., a Delaware corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of November, 2004 by _____, the _____ of Pulte Home Corporation, a Michigan corporation, for and on behalf of the corporation.

Notary Seal/Stamp

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 4 day of November, 2004 by Carl Mulac, the President of TOUSA Homes, Inc., a Florida corporation, the managing member of ENGLE SIERRA VERDE P4, LLC, a Delaware limited liability company, for and on behalf of the company.



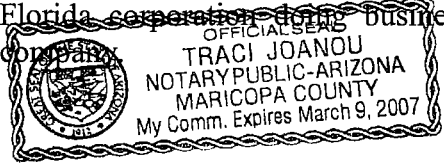
Notary Seal/Stamp

A handwritten signature in black ink, appearing to be 'Traci Joanou', written over a horizontal line.

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 4 day of November, 2004 by Carl Mulac, the President of TOUSA HOMES, INC., a Florida corporation doing business in Arizona as Engle Homes, for and on behalf of the company.



Notary Seal/Stamp

A handwritten signature in black ink, consisting of a stylized 'T' and 'J' followed by a horizontal line.

Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION
PARCEL 4**

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 00°04'20" East, along the mid section line, a distance of 936.00 feet to the TRUE POINT OF BEGINNING,

thence South 89°34'13" East, a distance of 730.73 feet to a point on a curve, concave northeasterly, whose radius is 230.00 feet and whose center bears North 72°25'59" East;

thence southeasterly, along said curve to the left, through a central angle of 20°45'40" an arc length of 83.34 feet;

thence South 38°19'41" East, a distance of 198.07 feet to a point of curvature, concave northeasterly, whose radius is 230.00 feet;

thence southeasterly, along said curve to the left, through a central angle of 49°05'35" an arc length of 197.07 feet;

thence South 87°25'16" East, a distance of 157.00 feet to a point of curvature, concave southwesterly, whose radius is 1970.00 feet;

thence southeasterly, along said curve to the right, through a central angle of 03°20'01" an arc length of 114.62 feet;

thence South 84°05'15" East, a distance of 141.99 feet;

thence South 40°07'26" East, a distance of 21.61 feet to a point on a curve, concave easterly, whose radius is 1030.00 feet and whose center bears South 86°35'29" East;

thence southeasterly, along said curve to the left, through a central angle of 33°52'14" an arc length of 608.89 feet;

thence South 89°55'40" West, a distance of 863.91 feet;

thence North 00°04'20" West, a distance of 161.30 feet;

thence North 38°19'41" West, a distance of 141.41 feet;

thence South $89^{\circ}55'40''$ West, a distance of 676.45 feet to a point on the mid-section line;

thence North $00^{\circ}04'20''$ West, along said mid-section line, a distance of 681.03 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 23.456 acres, more or less.

EXHIBIT "B"

**LEGAL DESCRIPTION
PARCEL 5**

Lot 5, of the FINAL PLAT OF SIERRA VERDE INFRASTRUCTURE, according to the plat of record in the office of the Maricopa County Recorder in Book 645 of Maps, page 13, located in the East half of Section 9, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and Affidavit of Correction recorded in Document No. 2004-0616643.

EXHIBIT "C"

**LEGAL DESCRIPTION
PARCEL 6**

A portion of the East Half of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Commencing at a 1" IP in a pothole marking the North quarter corner of said Section 9, from which a City of Surprise brass cap set flush, marking the Northeast corner of said Section 9 bears South 89°34'12" East, a distance of 2637.45 feet, thence South 89°34'12" East, along the north line of the northeast quarter of said Section 9, a distance of 1090.00 feet; thence South 00°00'28" East, a distance of 55.00 feet to a point on a line parallel with and 55.00 feet south of the north line of said northeast quarter, said point being the TRUE POINT OF BEGINNING,

thence continuing South 00°00'28" East, a distance of 339.96 feet;

thence South 89°34'13" East, a distance of 512.58 feet;

thence South 00°25'48" West, a distance of 284.54 feet to a point of curvature, concave northwesterly, whose radius is 990.00 feet;

thence southwesterly, along said curve to the right, through a central angle of 14°58'14" an arc length of 258.67 feet;

thence South 15°24'02" West, a distance of 150.00 feet to a point of curvature, concave southeasterly, whose radius is 1030.00 feet;

thence southeasterly, along said curve to the left, through a central angle of 06°59'02" an arc length of 125.55 feet;

thence South 51°56'57" West, a distance of 21.61 feet;

thence North 84°05'15" West, a distance of 141.99 feet to a point of curvature, concave southwesterly, whose radius is 2030.00 feet;

thence northwesterly, along said curve to the left, through a central angle of 03°20'01" an arc length of 118.11 feet;

thence North 87°25'16" West, a distance of 157.00 feet to a point of curvature, concave northeasterly, whose radius is 170.00 feet;

thence northwesterly, along said curve to the right, through a central angle of 49°05'35" an arc length of 145.66 feet;

thence North $38^{\circ}19'41''$ West, a distance of 198.07 feet to a point of curvature, concave northeasterly, whose radius is 170.00 feet;

thence northwesterly, along said curve to the right, through a central angle of $38^{\circ}17'27''$ an arc length of 113.61 feet;

thence North $00^{\circ}02'14''$ West, a distance of 791.31 feet;

thence North $45^{\circ}11'47''$ East, a distance of 28.17 feet to a point on a line parallel with and 55.00 feet south of the north line of the northeast quarter of said Section 9;

thence South $89^{\circ}34'12''$ East, a distance of 289.35 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 16.325 acres, more or less.

LAWYERS TITLE OF ARIZONA, INC.

When Recorded Return To:

Stephen Manes, Esq.
Manes Law Group
10511 E. Monument Drive
Scottsdale, AZ 85262

1337594-3-3-1--
Alanize

1337594 1/2

NOTICE OF DEANNEXATION

THIS NOTICE OF DEANNEXATION (this "Notice") is executed as of the 22 day of March, 2005 by LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership ("Levine").

RECITALS

A. Levine and Taylor Woodrow/Arizona, Inc., an Arizona corporation have previously executed and delivered that certain Declaration of Covenants, Conditions and Restrictions for Sierra Verde recorded July 24, 2003 in the Official Records of Maricopa County, Arizona, as Instrument No. 2003-0984966, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde recorded December 24, 2003 at Document No. 2003-1727389, Official Records of Maricopa County, Arizona, and as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Verde recorded February 24, 2004 at Document No. 2004-0178713, Official Records of Maricopa County, Arizona (as amended, the "Declaration").

B. Section 12.6 of the Declaration grants to Levine the unilateral right, in its sole discretion, to delete from the Property and remove from the effect of the Declaration any portion of the Property owned by Levine.

C. Subject to and in accordance with the provisions of Section 12.6 of the Declaration, Levine has determined to delete from the Property and remove from the effect of the Declaration the portion of the Property referred to in the Declaration as Parcel 6 and legally described on Exhibit "A" to this Notice ("Parcel 6").

NOW, THEREFORE, in consideration of the execution and delivery of the Declaration, the foregoing Recitals and other good and valuable considerations, the receipt, sufficiency and validity of which is hereby acknowledge, Levine declares as follows:

1. Definitions. Capitalized terms used in this Notice without definition shall have the meanings assigned to such terms in the Declaration, unless the context expressly requires otherwise.

2. Deannexation. Effective as of the recordation of this Notice in the Official Records of Maricopa County, Arizona, Parcel 6 is and shall be deleted from the Property and removed from the effect of Declaration.

3. Certification. Levine hereby certifies that Levine is the owner of Parcel 6 and that as of the date of this Notice, no dwelling units or material Common Area Improvements have

been constructed on Parcel 6. In addition, the deletion of Parcel 6 shall not terminate access to any right-of-way or utility line.

4. **Notice to Co-Declarants.** Following the recordation of this Notice in the Official Records of Maricopa County, Arizona, Levine shall provide to each Co-Declarant a copy of this Notice as recorded in the Official Records of Maricopa County, Arizona.

5. **Full Force and Effect.** Except for the deletion of Parcel 6 from the Property and from the effect of the Declaration, the Declaration remains unmodified and in full force and effect against the Property.

IN WITNESS WHEREOF, Levine has executed and delivered this Notice as of the date and year first above written.

LEVINE:

LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership

By: *William S. Levine*
Name: William S. Levine
Its: General Partner

STATE OF ARIZONA)
) ss.
County of Maricopa)

On March , 2005, before me, *Andrew M. Cohn*, a Notary Public in and for said state, personally appeared William S. Levine, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Andrew M. Cohn
Notary Public in and for said State

My Commission Expires:
2-2-06

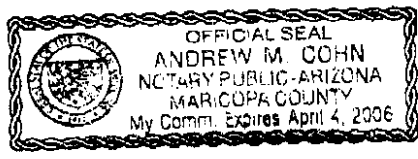


EXHIBIT A
LEGAL DESCRIPTION OF PARCEL 6

Lot 6, SIERRA VERDE INFRASTRUCTURE, according to Book 645 of Maps, page 13, Affidavit of Change, recorded in Document No. 2003-1402700 and Affidavit of Correction recorded in Document No. 2004-0616643, records of Maricopa County, Arizona;

EXCEPT an undivided one-half interest in and to any and all mineral, oil and gas rights as reserved in Deed recorded in Book 348 of Deeds, page 330, records of Maricopa County, Arizona.