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**DECLARATION OF ANNEXATION
FOR
ESTRELLA VISTA
(Estrella Vista Parcel 8)**

This Declaration of Annexation for Estrella Vista (Estrella Vista Parcel 8) ("**Annexation Amendment**") is made and executed as of September 22, 2003 2003 ("**Annexation Date**"), by Beazer Homes Holdings Corp., a Delaware corporation ("**Beazer**").

BACKGROUND

A. Beazer, as the "**Declarant**",^{Unofficial Document} recorded the Declaration of Homeowner Benefits and Covenants, Conditions, and Restrictions for Estrella Vista in Document No. 99-0337357, Official Records of Maricopa County, Arizona ("**Original Declaration**"). The Original Declaration subjects certain real property located in Maricopa County, Arizona to the covenants, conditions, restrictions, liens, and easements as more fully set forth in the Original Declaration and the other Project Documents.

B. Pursuant to Article XI of the Original Declaration, the Declarant possesses the right to annex the Annexable Property into the Property and to subject the Annexable Property to the covenants and restrictions contained in the Declaration. The Annexable Property, as defined in the Original Declaration, consists of real property that may be located from time to time in the master plan area located in the City of Goodyear and known as "Estrella Vista." The real property that is the subject of this Annexation Amendment is located within the Estrella Vista master plan area.

C. Prior to the Annexation Date, Declarant previously annexed Estrella Vista (Parcels A and B) pursuant to the Declaration of Annexation for Estrella Vista (Parcels A and B) recorded on May 23, 2001, in Document No. 20010439179, Official Records of Maricopa County, Arizona ("**Parcels A/B Annexation Amendment**"), and Estrella Vista (Parcel D) pursuant to the Declaration of Annexation for Estrella Vista (Parcel D) recorded on March 26, 2002, in Document No. 2002-0302247, Official Records of Maricopa County, Arizona ("**Parcel D Annexation Amendment**"). The Parcel A/B

Annexation Amendment and the Parcel D Annexation Amendment, together with any other Annexation Amendment that may have been recorded with respect to the Project, are called collectively the "**Prior Annexation Amendments**".

D. Declarant presently desires to annex and subject to the Declaration only that portion of the Annexable Property that is legally described on **Exhibit "A"** to this Annexation Amendment. The portion of the Annexable Property that is annexed and subjected to the Declaration by virtue of the recordation of this Annexation Amendment is referred to in this Annexation Amendment as the "**Annexed Property**". The Annexed Property generally consists of Estrella Vista Parcel 8, as depicted on the Parcel 8 Plat described below.

E. Capitalized terms that are used but not defined in this Annexation Amendment will be ascribed the meanings specified in the Original Declaration.

ANNEXATION

Pursuant to Article XI of the Original Declaration, Declarant declares as follows:

1. **Annexation.** By recordation of this Annexation Amendment, Declarant conditionally annexes the Annexed Property into the Property and subjects the Annexed Property to the Declaration and all other Project Documents. The Annexed Property will not become irrevocably annexed until the date, if any, on which the first Lot within the Annexed Property is conveyed to an Owner other than the Declarant. From and after the Annexation Date, all references in the Unofficial Document Original Declaration or any other Project Documents to the term "**Property**" or "**Project**" will include the property initially subjected to the Original Declaration, the property described in the Prior Annexation Amendments, and the Annexed Property described in this Annexation Amendment, and all references to the term "**Declaration**" will refer to the Original Declaration as modified by the Prior Annexation Amendments, and by this Annexation Amendment.

2. **Benefit and Burden.** By executing and recording this Annexation Amendment, Declarant intends to subject the Annexed Property to all of the benefits, burdens, duties, and obligations of the Original Declaration, this Annexation Amendment, and the other Project Documents and intends that the Declaration will benefit and burden all subsequent purchasers of the Property (including the Annexed Property).

3. **Withdrawal.** Pursuant to Section 11.2(e) of the Original Declaration, Declarant reserves the right to withdraw from the Declaration and the Project all or part of the Annexed Property that has not been irrevocably annexed into the Project.

4. **Plat.** From and after the Annexation Date, all references to the term "**Plat**" will refer to the Plat described in Section 1.29 of the Original Declaration (also referred to as the "**Parcels C/G Plat**"), the Final Plat of Estrella Vista Parcels A & B, recorded in Book 557 of Maps, Page 24, Official Records of Maricopa County, Arizona ("**Parcels A/B Plat**"), the Final Plat for Estrella Vista Parcel D, recorded in Book 576 of Maps, Page 29, Official Records of Maricopa County, Arizona ("**Parcel D Plat**"), the Final Plat

for Estrella Vista Parcel F, recorded in Book 622 of Maps, Page 25, Official Records of Maricopa County, Arizona ("**Parcel F Plat**"), the Final Plat for The Villas at Estrella Vista, recorded in Book 622 of Maps, Page 26, Official Records of Maricopa County, Arizona ("**Villas Plat**"), and the Final Plat for Estrella Vista Parcel 8, recorded in Book 639 of Maps, Page 21, Official Records of Maricopa County, Arizona ("**Parcel 8 Plat**").

5. **Single-Story Limitation.** Certain Lots within the Annexed Property are restricted to single-story Detached Dwelling Units, as designated on the Parcel 8 Plat, and these Lots consist solely of Lots 557, 560, 561, 576, 577, 585, 596, 597, 599, 600, 606, 611, 612, 617, 620, 625, 626, 631, 634, 640, 641, 642, 643, 644, 645, and 646 (collectively, the "**Single Story Lots**"). No multiple story houses or other multiple story structures may be constructed on the Single Story Lots. This limitation applies only to the Single Story Lots and not to any other Lots within the Annexed Property. A single-story height limitation may apply to other Lots in the Project (i.e., other than the Lots in the Annexed Property) but those limitations will be established, if at all, in the Prior Annexation Amendments. The restriction contained in this Paragraph 5 will be considered a use restriction on the Single Story Lots and will be enforceable against the Owners of the Single-Story Lots in the same manner as the use restrictions described in Article VIII of the Original Declaration.

6. **General Description.** The Annexed Property is comprised of ninety (90) Lots, various publicly dedicated streets (as named, depicted, and described on the Parcel 8 Plat), and various tracts of Common Area (which tracts are sometimes referred to as the "**Landscape Tracts**").

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7. **Common Areas.** Tracts "DD" through "FF", inclusive, are designated as Common Area of the Project. All Common Area is to be used for those purposes, and will be subject to those covenants and restrictions, described in the Parcel 8 Plat and the Declaration.

8. **Drainage and Retention.** Declarant grants to and for the benefit of the Association and all Owners a non-exclusive easement in, through, across, and under the surface of the Landscape depicted on the Parcel 8 Plat for the purpose of delivering, storing, and accepting storm water to and from the Project and installing, maintaining, and repairing underground drainage pipes, lines, drains, and other drainage facilities required by the City and approved by the Association (together with the right to ingress and egress to perform the installation, maintenance, or repair). Except for any utility facilities that may be constructed in these Landscape Tracts, no buildings or similar permanent structures may be erected on the Landscape Tracts. Any landscaping that may be planted in the Landscape Tracts must be planted so as to not materially impede the flow of water into, through, over, or under the Landscape Tracts.

9. **Vehicular Non-Access.** Where depicted and described by the Parcel 8 Plat, Declarant grants to the City a non-exclusive vehicular non-access easement across those portions of the Annexed Property. No vehicles may be driven or moved across or over these easement areas to access any adjoining streets or real property. This easement will be perpetual unless and until abandoned by resolution of the City.

10. **Visibility Easement.** Declarant grants to the City a non-exclusive restricted visibility easement on and over those specific areas of those Lots, tracts of Common Area, and public streets indicated on the Parcel 8 Plat. All structures and landscaping that are located within this restricted visibility easement will have at all times a height and width consistent with the limitations contained in the Parcel 8 Plat Plat. This easement will be perpetual unless and until abandoned by resolution of the City.

11. **Landscaped Open Space.** Subject to the uses and easements designated or created in the Parcel 8 Plat, as more fully detailed in this Annexation Amendment, all Common Area will be used as landscaped open space and, for those purposes, Declarant grants to the Association and all Owners a non-exclusive easement for landscape and open space over the Common Area designated on the Parcel 8 Plat Plat. All landscaping within these areas will be maintained by the Association upon the conveyance of these portions of the Common Area to the Association. This easement for landscaped open space will remain in effect during the term of the Declaration.

12. **Areas of Association Responsibility.** The Association will maintain, repair, and install all landscaping that may be located within any dedicated street right-of-way between the street curb and the boundary line of any adjacent Common Area. Specifically, these maintenance areas will include landscaping along the applicable portions of South Estrella Parkway, West Lower Buckeye Parkway, and West Lower Buckeye Road as well as all internal and local streets of the Project. Additionally, as specified on the Parcel 8 Plat, all landscaping that may be located within any dedicated street right-of-way between the street curb and the boundary line of any adjoining Lot will be maintained by the Owner of the adjoining Lot. The maintenance areas described above will be known and treated as "**Areas of Association Responsibility**".

13. **Sewer Easements.** Declarant grants to the City a non-exclusive sewer easement over those portions of Tract "EE" and "FF" as depicted on the Parcel 8 Plat for the purpose of installing, maintaining, and repairing underground sewer facilities servicing Owners within the Property (including the Annexed Property) and other nearby landowners. The City will be responsible for all costs associated with the installation, maintenance, and repair of the sewer facilities. No structures may be installed in the area affected by this sewer easement; however, landscaping, project signs, street signs, and retention areas may be located in or placed in the easement area. Declarant will endeavor to construct all fences for adjoining Lots outside the easement area, but the Declarant reserves and creates an easement for minor encroachments of fences into the easement area. This easement will be perpetual unless and until abandoned by resolution of the City.

14. **Tot Lot.** Declarant grants to the Owners of the Property a non-exclusive easement over those portions of Tract "FF" that may be from time to time constructed and maintained as a tot lot (i.e., playground equipment, sand areas, swings, etc.). The Association will maintain all tot lot areas and playground equipment at the cost of the Owners of the Property. No tot lot equipment may be installed in Tract "FF" so as to

materially affect or alter the flow or retention of drainage on to or from Tract "FF". This easement will remain in effect during the term of the Declaration.

15. **Airports.** THE PROJECT IS LOCATED TWO MILES WEST OF THE PHOENIX-GOODYEAR AIRPORT AND IS WITHIN TERRITORY IN THE VICINITY OF LUKE AIR FORCE BASE. AS A RESULT, THE PROJECT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER FLIGHTS OR THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM THESE AIR STRIPS. EACH OWNER AND ALL OF THE OWNER'S PERMITTEES, AS AN EXPRESS CONDITION TO RESIDENCY IN THE PROJECT, RELEASES DECLARANT AND THE ASSOCIATION (AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, MEMBERS, PARTNERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ALL LIABILITY, LOSS, DAMAGE, AND CLAIMS FOR PROPERTY DAMAGE, BODILY INJURY, PERSONAL INJURY, OR MARKETABILITY ARISING OUT OF ANY NOISE, VIBRATIONS, DUST, OR FUMES FROM ARRIVING OR DEPARTING AIRPLANES, ANY FALLING OBJECTS OR MATERIALS FROM THE SKY FROM AIRPLANE OPERATIONS, OR ANY OTHER ASPECT OF AIRPORT OPERATIONS.

16. **Adjacent Agricultural Uses.** EACH OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE PROJECT IS LOCATED IN THE VICINITY OF PROPERTY THAT IS CURRENTLY OPERATED FOR AGRICULTURAL PURPOSES. AS A RESULT, THE PROJECT IS SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH ITS AGRICULTURAL USE. ACTIVITIES THAT MAY BE CONDUCTED IN THIS ADJACENT AGRICULTURAL AREA INCLUDE HARVESTING, PLOWING, FERTILIZING, SPRAYING, AND OTHER RELATED AGRICULTURAL USES. AS A RESULT, PEOPLE RESIDING WITHIN THE PROJECT MAY EXPERIENCE NOISE, DUST, FUMES, ODORS, POLLEN, FLIES, AND OTHER ANNOYANCES TYPICALLY ASSOCIATED WITH AN ADJACENT AGRICULTURAL USE. EACH OWNER AND ALL OF THE OWNER'S PERMITTEES, AS AN EXPRESS CONDITION TO RESIDENCY IN THE PROJECT, SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THIS ADJACENT USE AND RELEASES THE DECLARANT AND THE ASSOCIATION (AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, MEMBERS, DIRECTORS, PARTNERS, EMPLOYEES, AND AGENTS) FROM ALL LIABILITY CLAIMS, LOSS, AND DAMAGE THAT MAY ARISE OUT OF THE LOCATION OF THE PROJECT NEAR THE AGRICULTURAL USE.

17. **Other Assessments.** As indicated on the Parcel 8 Plat Plat, the City has been designated as having an assured water supply pursuant to A.R.S. § 45-576.B. The City's assured water supply designation is supported in part by the City's membership in the Central Arizona Groundwater Replenishment District ("CAGRD"). Any payment actually assessed against or made by the Association under the CAGRD (whether for charges made directly to the Association or for charges due from an Owner but not paid by the Owner) will be considered Other Assessments pursuant to Section 4.4(b) of the Original Declaration, and may be levied by the Board on the applicable Owner or Owners without a vote of the Members.

18. **Declaration.** Any use of the term "**Declaration**" when made in reference to the Annexed Property will refer to the Original Declaration, as amended from time to time, as supplemented by this Annexation Amendment.

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Declarant has executed this Annexation Amendment as of the Annexation Date.

"Declarant"

Beazer Homes Holdings Corp.,
a Delaware corporation

By: Fillmore Hironaka
Name: Fillmore Hironaka
Title: VP Land

STATE OF ARIZONA

)
) ss.
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County of Maricopa



The foregoing instrument was acknowledged before me this 22 day of September, 2003, by Fillmore Hironaka, the VP of Land of Beazer Homes Holdings Corp., a Delaware corporation, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.

Joy Jackson
Notary Public

My Commission Expires:

May 14, 2007

EXHIBIT "A"
TO
DECLARATION OF ANNEXATION
FOR
ESTRELLA VISTA
(Estrella Vista Parcel 8)

(legal description of Annexed Property)

Lots 557 through 646, inclusive, and Tracts "DD" through "FF", inclusive, Estrella Vista Parcel 8, as set forth in the final plat of record in Book 639 of Maps, Page 21, Official Records of Maricopa County, Arizona.

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