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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LITCHFIELD MANOR

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AND RESTRICTIONS
FOR
LITCHFIELD MANOR
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LITCHFIELD MANOR

This Declaration of Covenants, Conditions and Restrictions for Litchfield Manor (the "**Declaration**") is made as of April 28, 2003, by **LENNAR COMMUNITIES DEVELOPMENT, INC.**, a Delaware corporation (the "**Declarant**").

ARTICLE 1.

DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article.

1.1. "**Annual Assessment**" means the assessments levied against each Lot, and the Owner thereof, pursuant to **Section 6.2** of this Declaration.

1.2. "**Annexable Property**" shall mean any real property near or adjacent to the Property and which may be annexed under the purview hereof subject to Declarant's written consent and Recordation of a Tract Declaration ^{Unofficial Document} approved by the Declarant.

1.3. "**Architectural Committee**" means the committee of the Association to be created pursuant to **Section 9.1** of this Declaration.

1.4. "**Architectural Guidelines**" or "**Design Guidelines**" means the rules and guidelines adopted by the Architectural Committee pursuant to **Section 5.4** of this Declaration, as amended or supplemented from time to time.

1.5. "**Areas of Association Responsibility**" means (i) all Common Area; (ii) all land, and the Improvements situated thereon, located within the boundaries of a Lot which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration or the terms of another Recorded document executed by the Association; and (iii) all real property, and the Improvements situated thereon, within the Project located within dedicated rights-of-way, which the Owners are not required to maintain pursuant to **Section 4.4** below, or otherwise, and with respect to which the State of Arizona or any county or municipality has not accepted responsibility for the maintenance thereof, but only until such time, if ever, as the State of Arizona or any county or municipality has accepted all responsibility for the maintenance, repair and replacement of such areas.

1.6. "**Articles**" means the Articles of Incorporation of the Association, as amended from time to time.

1.7. "**Assessment**" means an Annual Assessment or Special Assessment.

- 1.8. **"Assessment Lien"** means the lien created and imposed by **Article 6** of this Declaration.
- 1.9. **"Assessment Period"** means the period set forth in **Section 6.6** of this Declaration.
- 1.10. **"Association"** means Litchfield Manor Homeowners Association, an Arizona nonprofit corporation, and its successors and assigns.
- 1.11. **"Association Officials"** means each and every current and former officer, director, and committee member of the Association as more particularly set forth in **Section 11.16** of this Declaration.
- 1.12. **"Association Rules"** means the rules adopted by the Board pursuant to **Section 5.3** of this Declaration, as amended from time to time.
- 1.13. **"Board"** means the Board of Directors of the Association.
- 1.14. **"Bylaws"** means the Bylaws of the Association, as amended from time to time.
- 1.15. **"Common Area"** means: All parcels of land identified as Tracts on the Final Plat of Litchfield Manor Infrastructure, all parcels of land identified as Tracts on the Final Plats or Final Replats of Litchfield Manor and all Tracts identified as Common Area on any Tract Declaration Recorded in connection with the annexation of any Annexable Property into this Declaration, together with all Improvements situated thereon and any other property that the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest.
- 1.16. **"Common Expenses"** means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- 1.17. **"Declarant"** means **Lennar Communities Development, Inc.**, a Delaware corporation, its successors and any Person or Persons to whom it may expressly assign any or all of its rights under this Declaration by a Recorded instrument.
- 1.18. **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions for Litchfield Manor, as amended from time to time.
- 1.19. **"Deficit"** means Common Expenses in excess of the Annual Assessment levied by the Association as set forth in **Section 6.4** of this Declaration.
- 1.20. **"Designated Builder"** means (i) **Tousa Homes, Inc.**, a Florida corporation doing business as Engle Homes, **Richmond American Homes of Arizona, Inc.**, a Delaware corporation, **U.S. Home Corporation**, a Delaware corporation, and **Greystone Homes, Inc.**, a Delaware corporation, and (ii) any Owner (a) regularly engaged in the business of building single-family detached residences, (b) who owns Lots and constructs or intends to construct Residential Units on the Lots it owns, and (c) who has been specifically designated as a Designated Builder hereunder by Declarant in a written Recorded instrument.
- 1.21. **"FHA"** means the Federal Housing Administration.

1.22. **"First Mortgage"** means any mortgage or deed of trust on a Lot which has priority over all other mortgages and deeds of trust on the same Lot.

1.23. **"First Mortgagee"** means the holder or beneficiary of any First Mortgage.

1.24. **"Improvement"** means any building, fence, wall or other structure or any road, driveway, parking area or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

1.25. **"Lessee"** means the lessee or tenant under a lease, oral or written, of any Lot including an assignee of a lease.

1.26. **"Lot"** means a portion of the Project intended for independent ownership and use and designated as a lot on any Recorded residential subdivision Plat of any portion of the Property or on any Tract Declaration, and, where the context indicates or requires, shall include any Residential Unit, building, structure or other Improvements situated on the Lot. Prior to the recordation of a residential subdivision Plat of a Parcel (or a portion of a Parcel) described on **Exhibit "A"** attached hereto, for all purposes hereunder, the Parcels described on **Exhibit "A"** shall be deemed to contain the number of Lots set forth on **Exhibit "A"** attached hereto. On the recordation of a residential subdivision Plat for any such Parcel, such Parcel shall contain the number of Lots reflected therein.

1.27. **"Maintenance Standard"** means the standard of maintenance of Improvements established from time to time by the Board or, in the absence of any standard established by the Board, the standard of maintenance of Improvements generally prevailing throughout the Project.

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1.28. **"Member"** means any Person who is a member of the Association.

1.29. **"Membership"** shall mean a membership in the Association and the rights granted to the Owners and Declarant pursuant to **Article 5** to participate in the Association.

1.30. **"Owner"** means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot; provided, however, in the event the record owner has granted a Designated Builder the option to purchase a Lot or Lots as evidenced by a Recorded option agreement or memorandum thereof, the Designated Builder (and not the record owner granting the option) shall be deemed to be and considered the Owner with respect to the Lot or Lots for all purposes under this Declaration until the Designated Builder acquires fee title to the Lot or Lots of record or such option is terminated pursuant to a Recorded instrument; provided, however, the record owner shall not be excused from complying with **Article 4** of this Declaration. Should the Designated Builder be considered an Owner pursuant to the foregoing, the record owner of the Lot or Lots shall be deemed to have relinquished voting and Membership rights in the Association and the right and easement of enjoyment in and to the Common Area during the period the Designated Builder is deemed to be the Owner of the Lot or Lots. Owner shall not include Persons having an interest in a Lot merely as security for the performance of an obligation or a Lessee. Owner shall include a purchaser under a contract for the conveyance of real property subject to the provisions of A.R.S. § 33-741, *et seq.* Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts, which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the

case of Lots the fee simple title to which is vested in a trustee pursuant to A.R.S. § 33-801, et seq., the trustor shall be deemed to be the Owner. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.31. **"Parcel"** means the various Parcels of the Property, if any, described on **Exhibit "A"** attached hereto, as such Parcels may be modified in connection with the recordation of Plats in accordance with the provisions hereof or as otherwise provided herein.

1.32. **"Person"** means a natural person, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.33. **"Plat"** means collectively the Final Plat of Litchfield Manor Infrastructure and the Final Plats or Final Replats of Litchfield Manor Recorded in the records of Maricopa County, Arizona, and all amendments, supplements and corrections thereto, and all residential subdivision maps Recorded subsequent to the date of Recordation of this Declaration in accordance with the provisions hereof, including any residential subdivision map on Annexable Property.

1.34. **"Property"** or **"Project"** means the real property described on **Exhibit "A"** attached to this Declaration, together with all Improvements located thereon, and such portions of the Annexable Property as may be annexed pursuant to the provisions hereof by Recordation of a Tract Declaration, all subject to the further provisions hereof dealing with withdrawal of land. Upon the annexation of all or any portion of the Annexable Property, such annexed Annexable Property shall become "Property".

1.35. **"Project Documents"** means this Declaration, the Articles, the Bylaws, the Association Rules, the Architectural Guidelines and the Design Guidelines.

1.36. **"Purchaser"** means any Person, other than the Declarant or a Designated Builder, who by means of a voluntary transfer becomes the Owner of a Lot, except for (i) a Person who purchases a Lot and then leases it to the Declarant and/or Designated Builder for use as a model in connection with the sale or lease of other Lots, or (ii) a Person who, in addition to purchasing a Lot, is assigned any or all of the Declarant's rights under this Declaration.

1.37. **"Recording"** means placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona, and **"Recorded"** means having been so placed of public record.

1.38. **"Resident"** means each individual occupying or residing in any Residential Unit.

1.39. **"Residential Unit"** means any building, or portion of a building, situated upon a Lot and designed and intended for use and occupancy as a residence.

1.40. **"Single Family"** shall mean an individual living alone, a group of two (2) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related who maintain a common household in a Residential Unit.

1.41. **"Special Assessment"** means any assessment levied and assessed pursuant to **Section 6.5** of this Declaration.

1.42. **"Tract Declaration"** shall mean any declaration of covenants, conditions and restrictions or like instrument Recorded after the Recording of this Declaration in regard to one or more parcels, or portions thereof, or group(s) of Lots, by the Owner of such parcels or portions thereof, or group(s) of Lots, which shall in all cases be consistent with and subordinate to this Declaration. Said Tract Declaration shall, among other things, designate land use classifications, designate Common Areas, and establish such additional covenants, conditions and restrictions as may be appropriate for the respective portions of the Property. Each Tract Declaration shall be construed as a supplement to this Declaration and fully a part hereof as if all of the provisions thereof were set forth herein; provided, however, that if any provision of a Tract Declaration is inconsistent with any provision of this Declaration, the provision of this Declaration shall control.

1.43. **"Visible From Neighboring Property"** means, with respect to any given object, that such object, or any portion thereof, is or would be visible to a person six (6) feet tall standing on any portion of the adjoining Lot or adjoining Common Area on the same base horizontal plane as the object being viewed.

1.44. **"VA"** means the Veterans Administration.

1.45. **"Well Site"** means the portion of the Property on which a potable water well is installed pursuant to City requirements as a condition of approval of the Plat, Replat or Improvement Plans for that portion of the Property, which Declarant currently anticipates may be located within (i) an area at the northwest corner of Acoma Drive and 137th Avenue or (ii) an area currently contemplated to be subdivided into two (2) oversized Lots located adjacent to Acoma Drive.

ARTICLE 2.

PURPOSE OF DECLARATION

2.1. **Property Subject to the Declaration.** This Declaration is being Recorded to establish a general plan for the development, use and maintenance of the Project to protect and enhance the value and desirability of the Project. The Declarant declares that 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, 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 scheme for the development, sale, lease 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 personally 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 Declarant, Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees 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

each 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.

2.2. **Disclaimer of Representations.** Declarant makes no representations or warranties whatsoever that: (i) the Project will be completed in accordance with the plans for the Project as they exist on the date this Declaration is Recorded; (ii) any Property subject to this Declaration will be committed to or developed for a particular use or for any use; or (iii) the use of any Property subject to this Declaration will not be changed in the future.

ARTICLE 3.

EASEMENTS

3.1. **Owners' Easements of Enjoyment.**

3.1.1. Subject to the rights and easements granted to the Declarant in **Sections 3.3 and 3.4** of this Declaration, every Member, and any person residing with such Member, shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

3.1.1.1. The right of the Association to dedicate, convey, transfer or encumber the Common Area as provided in **Section 5.11** of this Declaration;

3.1.1.2. The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit access to such portions of the Common Area, such as landscaped areas, not intended for use by Owners, Lessees or Residents; and

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3.1.1.3. The right of the Association to suspend the right of an Owner and such Owner's family, Lessees and guests to use the Common Area if such Owner is more than fifteen (15) days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Project Documents and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation.

3.1.2. If a Lot is leased or rented by the Owner thereof, the Lessee and the members of the Lessee's family residing with such Lessee shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination or expiration of such lease.

3.2. **Utility Easement.** A blanket easement is hereby created upon, across, over and under the Common Area and the Lots for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Area or Lots, but no sewers, electrical lines, water lines or other utility or service lines or equipment may be installed or located on the Common Area or Lots except as initially approved by the Declarant or the Board and designed and constructed by the Declarant, a Designated Builder or the utility provider.

3.3. **Declarant's Use for Sales and Leasing Purposes.** Declarant shall have the right and an easement to maintain sales or leasing offices, management offices, construction

offices, temporary sales trailers and models throughout the Project and to maintain one or more advertising, identification or directional signs on the Common Area or on the Lots owned by Declarant. A Designated Builder shall have the right and easement to maintain sales or leasing offices, management offices, construction offices, temporary sales trailers and models throughout the Project and to maintain one or more advertising, identification or directional signs on the Common Area or on the Lots owned by the Designated Builder while the Designated Builder is selling Lots if those offices, models and signs have been approved by the Architectural Committee. Declarant reserves the right to place models, management offices, construction offices and sales and leasing offices on any Lots owned by Declarant and on any portion of the Common Area in such number, of such size and in such locations as Declarant deems appropriate.

3.4. **Declarant's Easements.**

3.4.1. Declarant shall have the right and an easement on and over the Areas of Association Responsibility to construct all Improvements the Declarant may deem necessary and to use the Areas of Association Responsibility and any Lots and other property owned by Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project. A Designated Builder shall have the right and easement on and over the Areas of Association Responsibility to use the Areas of Association Responsibility and any Lots and other property owned by the Designated Builder for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures provided the Architectural Committee has approved such use.

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3.4.2. Declarant shall have the right and an easement upon, over and through the Areas of Association Responsibility as may be reasonably necessary for the purpose of discharging its obligations or exercising the rights granted to or reserved by the Declarant by this Declaration.

3.5. **Easement in Favor of Association.** The Lots, excluding, however, the interior of any completed and occupied Residential Unit, are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

3.5.1. For inspection of the Lots to verify the performance by Owners of all items of maintenance and repair for which they are responsible;

3.5.2. For inspection, maintenance, repair and replacement of the Areas of Association Responsibility accessible only from such Lots;

3.5.3. For correction of emergency conditions in one or more Lots;

3.5.4. For the purpose of enabling the Association, the Board, the Architectural Committee or any other committees appointed by the Board to exercise and discharge their respective rights, powers and duties under the Project Documents; and

3.5.5. For inspection of the Lots to verify that the provisions of the Project Documents are being complied with by the Owners, their guests, tenants, invitees and the other occupants of the Lot.

3.6. **Easement for Encroachments.** An easement is hereby created upon, across, over and under the Common Area and the Lots for all encroachments upon the Common Area and the Lots, which are minor or inconsequential in nature and do not materially interfere with the intended use of the burdened property including, but not limited to, the encroachment of party walls and perimeter walls, in which event the owner of the benefitted property shall be responsible for the maintenance of the portion of the burdened property lying on the same side of the party wall or perimeter wall as the benefitted property.

ARTICLE 4.

USE RESTRICTIONS

4.1. **Architectural Control.** Except as otherwise expressly provided in this Declaration or the Architectural or Design Guidelines (i) no improvements (whether temporary or permanent) including, but not limited to, the construction of a Residential Unit on a Lot, alterations, repairs, excavation, grading, lighting, landscaping or other work which in any way alters the exterior appearance of any property within the Project or improvements thereon from its natural or improved state existing on the date this Declaration is Recorded shall be made or done, and (ii) no building, fence, exterior wall, residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the Architectural Committee. For purposes of the preceding clause, the design of Residential Units to be constructed on Lots by a Designated Builder shall be deemed approved by the Architectural Committee concurrently with the Designated Builder's delivery to the Architectural Committee of evidence that the City of Surprise has granted final approval of such design. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all Unofficial Document changes in the grade, lighting or landscaping of any area in the Project, shall be subject to the prior written approval of the Architectural Committee. No changes or deviations in or from the plans and specifications once approved by the Architectural Committee shall be made without the prior written approval of the Architectural Committee. Once construction of an improvement has been commenced on the Property, the Owner thereof shall diligently pursue completion of such improvement in accordance with approved plans. The Declarant shall be exempt from the requirements of this Section and therefore all improvements, alterations, repairs, excavation, grading, lighting, landscaping or other work performed, constructed or installed by the Declarant shall be deemed approved by the Architectural Committee.

4.2. **Animals.** No animals, birds, fowl, poultry, reptiles or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times. No animal, bird, fowl, poultry, reptile or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other Owners. Each Owner shall be responsible for removing immediately any droppings from pets. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, reptiles or livestock shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Architectural Committee. Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird or reptile is a generally recognized house or yard pet, whether such pet is a problem or nuisance or whether the number of animals, birds or reptiles on any

such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

4.3. **Temporary Occupancy and Temporary Buildings.** No trailer, incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures may be used on any property for construction, repair or sales purposes, with the prior written approval of the Architectural Committee and for the time period approved by the Architectural Committee.

4.4. **Maintenance of Landscaping and Driveways.** Unless otherwise provided in a Recorded instrument approved by Declarant or the Association, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (i) the Owner's Lot (including set back areas and Common Areas located thereon); (ii) public right-of-way areas between sidewalks (or bikepaths) and the street curb on the front or side of the Owner's Lot; (iii) public areas between a sidewalk and the Lot boundary; (iv) portions of Common Area adjacent to the Owner's Lot and which lie on the Lot's side of a wall erected on the Common Area; and (v) other public or easement areas adjacent to the Owner's Lot. However, in the event the maintenance of the above areas is the responsibility of the Association, a utility, or a governmental or similar authority, then the Owner shall be responsible for such maintenance only for so long as such other entities are not performing such maintenance. As used herein, maintenance shall include, but not be limited to, keeping the areas neatly trimmed, cultivated and free from trash, weeds and unsightly material. Each Owner will be required to comply with Design Guidelines for landscaping and approved plant palette established by the Architectural Committee, including, but not limited to, specific plant selections and the timing of landscape installation. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, sidewalks and parking areas, located on the Owner's Lot.

4.5. **Nuisances, Construction Activities.** No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or other area in the Project, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot or other area in the Project. The Board shall have the exclusive right to determine the existence of any nuisance. Without limiting the generality of any of the foregoing provisions and except as otherwise permitted herein, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except back yard patio and/or landscape speakers approved by the Architectural Committee as to location and type and security devices used exclusively for security purposes, shall be located, used or placed on any such property. Normal construction activities and parking in connection with the building of improvements in the Project shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Architectural Committee. An Owner shall be responsible for and shall promptly perform all on-site and construction cleanup occasioned by the Owner's contractors or subcontractors. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Architectural Committee, which may also require screening of the storage

areas. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers.

4.6. **Diseases and Insects.** No Owner shall permit any thing or condition to exist upon any Lot or other area which shall induce, breed or harbor diseases or insects.

4.7. **Repair of Building.** No building or structure on any area in the Project shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by **Section 4.1** above, such building or structure shall be promptly repaired, rebuilt or demolished. In the event an Owner fails to comply with this provision, the Board may give notice to the offending Owner, and may then proceed to repair the building or improvement and charge the Owner therefor as permitted in **Section 7.4**.

4.8. **Antenna, Exterior Accessories.** No antenna, satellite receiving station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any area in the Project (whether attached to a building or structure or otherwise) so as to be Visible from Neighboring Property, unless approved by the Architectural Committee; provided, however, with respect to antennas and other devices for the reception of video programming signals covered by 47 CFR part 1, Subpart S, Section 1.4000 (or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time) (collectively the "**Permitted Antenna**"), an Owner may install a Permitted Antenna on the Owner's Lot if written notice identifying the type of Permitted Antenna is given to the Association, and, to the extent the following can be done without precluding the reception of an acceptable quality signal, the Permitted Antenna is installed so as to be Unofficial Document inconspicuous from adjacent Lots and Common Area in a manner that is architecturally compatible with the overall theme of the Project. This provision shall be interpreted in a manner to be consistent with the Telecommunications Act of 1996, as amended from time to time, and the regulations promulgated thereunder. The Architectural Committee may permit one or more aerial satellite dishes or satellite communication systems, and/or other apparatus and equipment for an antenna or cable system for the benefit of all or portions of the Project. No basketball backboards, flagpoles, lightpoles, swing sets or other play structures shall be installed so as to be Visible From Neighboring Property, unless approved by the Architectural Committee.

4.9. **Mineral Exploration.** No area in the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind. Notwithstanding the preceding sentence, construction of swimming pools and/or grading activities undertaken by Declarant or any Designated Builder in connection with the development of the Property shall not be prohibited by this **Section 4.9**.

4.10. **Residential Use.** All Residential Units shall be used, improved and devoted exclusively to residential uses by a Single Family and no occupation, business, profession, trade or other nonresidential use shall be conducted thereon, except that an Owner or Resident may conduct business activities on a Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit; (ii) the business activity conforms to all applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of other Owners and Residents; and (iv) the business activity is consistent with the residential character of the property and does not