When recorded, return to:

Ekmark & Ekmark, L.L.C.
6720 N. Scottsdale Road, Suite 261
Scottsdale, Arizona 85253

Certificate of Amendment to
Declaration of Covenants, Conditions and Restrictions
For
Will Rogers Equestrian Ranch
Maricopa County, Arizona

Will Rogers Equestrian Ranch Community Association ("Association") is governed by the Declaration of Covenants, Conditions and Restrictions for Will Rogers Equestrian Ranch, Maricopa County, Arizona, recorded at instrument number 98-0285946 of the records of Maricopa County, Arizona Recorder, and all amendments thereto ("Declaration"), and governs Lots 1 through 56, inclusive, and Tracts A through D, inclusive, WILL ROGERS EQUESTRIAN RANCH UNIT I, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 466 of Maps, Page 22, thereof, and Lots 1 through 69, inclusive, and Tract A, WILL ROGERS EQUESTRIAN RANCH UNIT 2, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 514 of Maps, Page 34, thereof. .

The Association, by and through its members, hereby amends the Declaration as follows:

1. The last sentence of the second paragraph of Section 5.10 is amended in its entirety as follows.

> "Garbage cans may be in view only on the evening before and on collection days and thereafter they must be promptly stored out of sight as provided herein."

2. The fifth, sixth, and seventh sentences of Section 5.11 are amended in their entirety as follows:

> "No vehicles of any kind shall be used, placed or parked in any Common Area, except as expressly permitted by the Board of Directors. The Board may designate certain common areas as trailer or Recreational Vehicle parking areas. Under no circumstances will permanent trailer or

Recreational Vehicle storage be allowed in the Equestrian Facility or any Common Area without the express written consent of the Board of Directors. Approval may be revoked if vehicles or trailers are not maintained in a proper manner."

The President of the Association hereby certifies that the above amendments have been adopted by the required percentage of the members.

DATED this 15 day of FEBRUARY, 2005.

Will Rogers Equestrian Ranch Community Association

By: _____
Its: President

STATE OF ARIZONA)
) ss.
County of maricopa)

On this 15th day of February, 2005, before me the undersigned Notary Public, personally appeared Grant Taylor, who acknowledged to me that s/he is the President of the Association and that s/he executed the foregoing agreement on behalf of the Association for the purposes expressed therein.

_____
Notary Public

My Commission expires: 4.15.07

SUSAN R. COGHILL
Notary Public - Arizona
Maricopa County
Expires 09/15/07

980285946

WHEN RECORDED, MAIL TO:

American West Construction
and Development
3441 E. Brown Road
Mesa, Arizona 85213

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
98-0285946 04/09/98 10:16
MESA2 2 OF 3

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WILL ROGERS EQUESTRIAN RANCH
MARICOPA COUNTY, ARIZONA

THIS DECLARATION is made and entered into on the date set forth at the end hereof by AMERICAN WEST CONSTRUCTION AND DEVELOPMENT CORPORATION, an Arizona corporation (the "Declarant"). Declarant is the owner of certain real property situated in the Town of Queen Creek, County of Maricopa, State of Arizona legally described as follows:

Lots 1 through 56, inclusive, WILL ROGERS EQUESTRIAN RANCH UNIT I, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 466 of Maps, Page 22 thereof;

(the"Project", as defined in Article I below).

Declarant hereby declares that the Project, and all Lots and Common Area therein, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, easements, covenants, conditions and restrictions,, all of which are and shall be interpreted to be for the purpose of enhancing and protecting the value and attractiveness of the Project and all Lots therein. All of the limitations, covenants, conditions and restrictions shall constitute covenants which shall run with the land and shall be binding upon Declarant, its successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE I

Definitions

SECTION 1.1

"Additional Property" means (i) the real property, together with all improvements located thereon, described on Exhibit A attached to this Declaration and (ii) any real property, together with the improvements located thereon, situated within the vicinity of the Project.

Section 1.2

"Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring and managing, as applicable, the Common Area and operating

the Association, which is to be paid by each Lot Owner as determined by the Association and as provided herein. "Charges" are defined in Section 4.1. "Assessment Lien" is defined in Section 4.1.

Section 1.3

"Association" shall mean the WILL ROGERS EQUESTRIAN RANCH COMMUNITY ASSOCIATION, an Arizona nonprofit corporation. The Association shall be established by the filing of its Articles of Incorporation (the "Articles") and governed by its Bylaws (the "Bylaws").

SECTION 1.4

"Board" or "Board of Directors" shall mean the governing body of the Association.

SECTION 1.5

"Committee" shall mean the Architectural Control Committee for the Project established pursuant to Article VII of this Declaration.

SECTION 1.6

"Common Area" shall mean tracts A through D, inclusive as shown on the Plat including all structures, facilities, improvements and landscaping thereon and all rights, easements, and appurtenances relating thereto. Title to the Common Area shall be conveyed to the Association by Declarant free and clear of all monetary liens and encumbrances for the benefit of all of the Lot Owners upon completion of all of the improvements designed therefore. Every Owner shall have a right and easement of ingress and egress and enjoyment in, over and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to suspend Common Area use rights as provided in the Bylaws and the right of the Association (with requisite Owner consent) to dedicate or transfer Common Area to any public agency, authority or utility company as provided in the Articles. Any Owner may delegate, in accordance with the Project Documents, his right of enjoyment to the Common Area and facilities thereon to members of his family, tenants and contract purchasers who reside on his Lot.

SECTION 1.7

"Developer" shall mean AMERICAN WEST CONSTRUCTION AND DEVELOPMENT CORPORATION, an Arizona corporation, and any other party acquiring six (6) or more undeveloped Lots from the Declarant or a Developer for the purpose of development. Except for the original
Declarant identified herein, no Developer shall be a Declarant or may exercise any of Declarant's rights until the provision of Section 8.4 below are satisfied.

SECTION 1.8

"Equestrian Facilities" shall mean that portion of the real estate identified on the Plat as Tract C, and all improvements and amenities erected or constructed on Tract C.

SECTION 1.9

"First Mortgage" shall mean any mortgage (which includes a recorded deed of trust and recorded contract of sale as well as a recorded mortgage) which is a first priority lien on any Lot.

SECTION 1.10

"First Mortgagee" shall mean the holder of a First Mortgage

SECTION 1.11

"Lot" shall mean one of the separately designated Lots in the Project as shown on the Plat, together with any improvements thereon. Each numbered and lettered parcel in the Project is a separate freehold estate.

SECTION 1.12

"Member" shall mean those persons entitled to Membership in the Association as provided herein.

SECTION 1.13

"Owner" shall mean the record holder of title to a Lot in the Project. This shall include any person having fee simple title to any Lot in the Project, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot or other property is sold under a recorded contract of sale or subdivision trust to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner" as long as he or a successor in interest remains the contract purchaser or purchasing beneficiary under the recorded contract or subdivision trust.

SECTION 1.14

"Plat" shall mean that certain plat of Will Rogers Equestrian Ranch Unit I recorded in Book 466 of Maps, Page 22 of the Official Records of the Maricopa County, Arizona Recorder, together with any other plats of all or any portion of the Project, as the same are amended from time to time.

SECTION 1.15

"Project" shall mean and include this Declaration, as it may be amended from time to time, the exhibits, if any, attached hereto, the Plat, the Articles and Bylaws and any "Rules and Regulations" adopted from time to time by the Association as provided herein or in the Bylaws.

SECTION 1.16

"Project Documents" shall mean and include this Declaration, as it may be amended form time to time, the exhibits, if any, attached hereto, the Plat, the Articles and Bylaws and any "Rules and Regulations" adopted from time to time by the Association as provided herein or in the Bylaws.

ARTICLE II

Administration, Membership and Voting Rights of the Association

SECTION 2.1: BASIC DUTIES OF THE ASSOCIATION

The management of the Common Area shall be vested in the Association in accordance with this Declaration and the Articles of the Project shall be in accordance with the provisions of the Project Documents, subject to the standards set forth in all quasi-governmental body or agency having jurisdiction over the Project. In addition to the duties and powers enumerated in the Bylaws and the Articles, and without limiting the generality thereof, the Association shall have the duties and powers as set forth in Article III below and elsewhere in this Declaration.

SECTION 2.2 MEMBERSHIP

The Owner of a Lot shall automatically, upon becoming the Owner of same, be a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his Membership in the Association shall automatically cease. Tenants shall not have any voting or Membership rights in the Association by virtue of their occupancy of any Lot or house thereon.

SECTION 2.3: TRANSFER OF MEMBERSHIP

Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then automatically to the new Owner as provided in Section 2.2 Any attempt to make a prohibited transfer is void. Upon the transfer of an ownership interest in a Lot, the Association shall record the transfer upon its books, causing an automatic transfer of Membership as provided in Section 2.2.

SECTION 2.4 MEMBERSHIP CLASSES

The Association shall have two (2) classes of voting Membership established according to the following provisions:

A. Class A Membership shall be that held by each Owner of a Lot other than Declarant or a Developer (while two classes of Membership exist), and each Class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association but there shall be no more than one (1) vote for each Lot.

B. Class B Membership shall be that held by Declarant (including any successor or co-Declarant as provided in Section 8.4), or a Developer, which shall be entitled to three (3) votes for each Lot owned, provided that Class B Membership shall be converted to Class A Membership and shall forever cease to exist when Declarant has conveyed all of the Lots in the Project to Owners other than Declarant or Developers.

Notwithstanding the foregoing, Declarant or any co-Declarant and/or any Developer may voluntarily convert its respective Class B Membership to Class A Membership without the prior consent of any other party at any time by giving written notice to the Association.

SECTION 2.5: ASSOCIATION VOTING REQUIREMENTS

Any action by the Association which must have the approval of the Association Membership before being undertaken shall require (i) the vote of majority interest of the Membership (not just a majority of those in attendance) at a duly called and held meeting of the Membership; or (ii) the written consent of a majority of the Membership unless, in either case,

another percentage is specifically prescribed by a provision within this Declaration, the Bylaws or Articles.

SECTION 2.6 VESTING OF VOTING RIGHTS

Voting rights attributable to all Lots owned by Declarant shall vest immediately by virtue of Declarant's ownership thereof. Except for Declarant, no Owner of any Lot shall have any voting rights attributable to

that Lot until an Assessment has been levied against that Lot and Owner by the Association pursuant to Article IV below.

SECTION 2.7: MEETINGS OF THE ASSOCIATION

Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place and in accordance with the provisions of the Bylaws.

SECTION 2.8: BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws.

ARTICLE III

Duties and Powers of the Association

SECTION 3.1 MAINTENANCE

The Association shall maintain, paint, repair, replace, restore, operate and keep in good condition all of the Common Area and all facilities, improvements, furnishings, equipment and landscaping thereon. This shall include, but not be limited to, the equestrian Facility, landscaping and fencing along the rights-of-way, and other parts of the Project owned by the Association as part of the Common Area. In addition, the Association will maintain the retention area and adjoining right-of-way on Ocotillo Road attached to Parcel C, located at the southeast corner of Queen Creek wash and Ocotillo Road, so long as such tract is used as a retention area. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an Owner or his guests, tenants or invitees. The repair or replacement of any portion

of the Common Area or any Lot resulting from such excluded items shall be the responsibility of each Owner. The Association shall be entitled to commence an action at law or in equity to enforce this responsibility and duty and/or recover damages for the breach thereof. Liability hereunder shall be limited to that provided for or allowed in the statutory or case law of the State of Arizona.

SECTION 3.2: INSURANCE

A. Public Liability Insurance. The Association shall obtain and continue in effect comprehensive public liability insurance insuring the Association, the Declarant (while it owns any Lots), any other Developers which own Lots, the agents and any employees of each and the Owners and their respective family members, guests and invitees against any liability incident to the ownership or use of the Common Area, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners, other insureds or the Association. Coverage for liability incident to the Common Areas shall specifically include, but not be limited to the pool, the equestrian facilities, the arena, horse stalls, and club house. Such insurance shall be in amounts deemed appropriate by the Board but in no event shall the limits of liability for such coverage be less than $2,000,000 for each occurrence with respect to bodily injury and property damage. In addition, each Owner shall obtain as an addendum to the homeowners insurance on the residence built on his Lot, an endorsement naming the Association as an additional insured in the amount of $30,000.00, in addition to the coverage selected by the Owner. Each Owner shall provide documentation to the Association annually, confirming his compliance with this requirement. In the event insurance proceeds are inadequate therefore, then the Association may levy a special Assessment on Lot Owners therefore as provided in Article IV. The Association's use of funds from its general account or levy of a special Assessment shall not constitute a waiver of the Association's or any Owner's right to institute any legal proceeding or suit against the person or persons responsible, purposely or negligently, for the damage.

B. Fidelity Bonds and Other Insurance. The Association shall obtain and maintain (and/or cause a professional manager employed by the Association to obtain and continually maintain) bonds covering all persons or entities which handle funds of the Association, including without limitation, any such professional manager employed by the Association and any of such professional manager's employees, in amounts not less than the maximum funds that will at any time be in the possession of the Association or any professional manager employed by the Association but in no event less than the total of assessments for a three (3) month period on all Lots and all reserve funds maintained by the Association. With the exception of a fidelity bond obtained by a professional manager covering such professional manager's employees, all fidelity bonds shall name the Association as an obligee. In addition, all such bonds shall provide that the same shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain and maintain any insurance which may be required by law, including, without limitation, workman's compensation insurance and director's and officer's liability insurance. Further, unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each First Mortgage owned) or Owners (other than the Declarant and Developers) of the individual Lots have given their prior written approval, the Association shall not be entitled to (i) use hazard insurance proceeds for losses to any Common Area other than for the repair , replacement or reconstruction of such Common Area; or (ii) fail to maintain hazard insurance on any insurable amenities, if any, on the Common Area. The Association shall have the power and authority to obtain and maintain other and additional insurance coverage, including multi-peril insurance providing at a minimum fire and extended coverage on

a replacement cost basis for the Common Area improvements, if any, which additional insurance meet the insurance requirements established by the Federal National Mortgage requirements established by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), as applicable, so long as either FNMA or FHLMC is a Mortgagee or Owner of a Lot, except to the extent that such coverage is not available or has been waived in writing by FNMA or FHLMC. A First Mortgagee may pay overdue premiums on hazard insurance policies or secure new coverage for the Common Area in case of lapse of a policy, and the Association shall immediately reimburse the First Mortgagee therefore.

C. Repair and Replacement of Damaged or Destroyed Property. Any Common Area improvements 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 or restore them. The cost of repair or replacement in excess of insurance proceeds or condemnation awards and reserves shall be paid by the Association and, as provided above, the Association may specially assess the Owners therefore. Any excess or remaining insurance or condemnation proceeds which are not needed to restore the Common Area as provided above shall be distributed to the Owners on the basis of an equal share for each Lot. No provisions of the Project Documents shall give a Lot Owner or any other person priority in the case of payment to the Lot Owner of insurance proceeds or condemnation awards for losses to Common Area over any rights of a First Mortgagee.

SECTION 3.3: ENFORCEMENT, PENALTIES AND REMEDIES

The Association shall enforce the provisions of this Declaration and the other Project Documents by appropriate means, including without limitation the expenditure of funds of the Association, the employment of legal counsel and the commencement of legal actions. The Association may adopt a schedule of reasonable monetary penalties for violation by Owners (and others for whom Owners are responsible as provided herein) of the provisions of the Project Documents and impose the same according to procedures in the Bylaws. Further, if an Owner is in default and the applicable cure period, if any, has expired, the Board may suspend the Common Area use rights and/or the Association voting rights of the Owner until the default is fully cured. The association shall have the additional right and remedies set forth in Section 8.1, and in Article IV with respect to delinquent Assessments and Charges.

SECTION 3.4: EASEMENTS

The Association may grant and reserve easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots.

SECTION 3.5: MANAGEMENT AND OTHER CONTRACTS

The Association shall have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project. Any agreement for professional management of the Project or any agreement providing for services by Declarant (or any affiliate of Declarant) shall provide for termination by either party without cause or payment of a termination fee upon ninety (90) days' or less written notice or for cause upon thirty (30) days' or less written notice and without payment of a termination fee. Such agreement shall further provide for a reasonable contract

term of from one (1) to three (3) years and be renewable only by consent of the Association and the other party. In addition to the foregoing provisions regarding association management contracts and contracts with Declarant and its affiliates, Declarant shall not, and shall not have the authority or power to, bind the Association prior to termination of Class B Membership, either directly or indirectly, to contracts or leases unless the Association is provided with a right of termination of any such contract or lease, without cause, which is exercisable without penalty or the payment of a termination fee at any time after the first Board of Directors elected after Class B Membership expires takes office upon not more than ninety (90) days' notice. The foregoing shall not apply to or limit the Declarant's right to enter into (or the terms of) contracts or leases with providers of cable TV or satellite communications services for the benefit of the Project provided that such entities are not affiliates of the Declarant.

SECTION 3.6: RULES AND REGULATIONS

The Association may adopt reasonable Rules and Regulations not inconsistent with this Declaration, the Articles or the Bylaws relating to the use of the Common Area and all facilities thereon and the conduct of Owners and their tenants, and their respective family members, guests and invitees with respect to the Project and other Owners.

ARTICLE IV

Assessments and Charges

SECTION 4.1: ASSESSMENT OBLIGATIONS

Each Owner of any Lot, other than Declarant or a Developer, by acceptance of a deed or recorded contract of sale or beneficial interest in a subdivision trust therefore, whether or not it shall be so expressed in such document, is deemed to covenant and agree to pay to the Association (a) regular annual Assessments, (b) special Assessments for capital improvements, unexpected expenses, costs attributable to the operation and maintenance of the Equestrian Facility, and costs of providing food and board for animals at the Equestrian Facility; and (c) other charges made or levied by the Association against the Lot and the Owner thereof including, without reasonable attorneys' fees incurred by the Association in enforcing compliance with this Declaration or any other Project Documents (whether or not a lawsuit or other legal action is instituted or commenced) which charges are collectively referred to herein as the "Charges". Such Assessments and Charges shall be established and collected as provided herein and in the Bylaws. Any part of any Assessment or Charge not paid within thirty (30) days of the due date therefore as established in this Article IV shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid and shall be subject to a reasonable late charge of $25.00. The annual and special Assessments and any Charges made against a Lot and the Owner thereof pursuant to this Declaration or the Bylaws shall be a charge and a continuing lien upon the Lot (hereinafter "Assessment Lien"). Each such Assessment and Charge shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or other Charge fell due as provided in this Article IV or elsewhere in this Declaration, but this personal liability shall not pass to successor Owners unless specifically assumed by them. The Assessment Lien on each Lot shall be prior and superior to all other liens except (a) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto and (b) the lien or charge of any First Mortgage on that Lot. No

Owner of a Lot may exempt himself from liability for Assessments and Charges by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Lot.

SECTION 4.2: PURPOSE OF ASSESSMENTS

The Assessments by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the Project, for the improvement and maintenance of the Common Area as provided herein and for the common good of the Project. This shall include, but not be limited to, maintaining the landscaping and fences located in the right-of-ways. Annual Assessments shall include an adequate reserve fund for taxes, insurance, maintenance, repairs and replacement of the Common Area and other improvements which the Association is responsible for maintaining.

SECTION 4.3: ANNUAL ASSESSMENTS

The maximum annual Assessment amount in the year that Declarant first closes escrow for the sale of the first Lot in the Project to an Owner other than Declarant or a Developer shall be $1080. The annual Assessment shall be prorated based on the number of months remaining before December 31 of such year as well as any partial months remaining. Without the vote or approval of the Members of the Association, the maximum annual Assessment amount set forth above shall be automatically increased each calendar year after the first year during which a Lot in the Project is assessed by the greater of ten percent (10%) of the previous year's maximum annual Assessment or a percentage equal to the percentage increase, if any, in the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers - All Items (published by the Department of Labor, Washington, D.C.) for the year ending with the preceding July (or a similar index chosen by the Board if the above-described Index is no longer published). The Board shall annually apply the foregoing formula and determine and fix the amount of the annual (calendar year) Assessment against such Lot, including those owned by Declarant and Developers. The maximum annual Assessment amount may be increased by an amount in excess of the amount produced by the foregoing formula or decreased by more than twenty percent (20%) only if such increase or decrease is approved by the affirmative vote of two-thirds (2/3) of the voting power of each class of Members voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding anything to the contrary stated in this article, until Class B Membership is terminated pursuant to Section 2.4B above, Declarant and Developers shall not be obligated to pay annual Assessments for Lots owned by such parties pursuant to this section, except that Declarant or a Developer shall pay and be liable for the full Assessment amount for any Lot owned by such party after said Lot and the house on the Lot are first rented or leased to or occupied by another person. If Declarant or a Developer voluntarily relinquishes its Class B Membership right under Section 2.4B, that party shall pay full Assessments thereafter for all Lots owned by such party.

Until Class B Membership is terminated pursuant to Section 2.4B above, Declarant and Developers, in proportion to the number of Lots owned thereby benefited by the exemption from Assessment responsibility, shall be responsible for the prompt payment on a current basis of all costs and expenses related to maintenance and repair of the Common Area and other areas required to be maintained by the Association hereunder, if any, and all other costs incurred by the Association in the performance of its duties, in the event and to the extent that the funds available to the Association are inadequate for payment of such costs and expenses on a current basis. Declarant's or any Developer's failure to perform the requirements contained in this section shall constitute a default under this Declaration entitling any Lot Owner or First

Mortgagee interest in the Project to enforce the provisions of this section. If Declarant or any Developer relinquishes its Class B Membership rights under Section 2.4B and is therefore paying full Assessments, such party shall have no responsibility under this paragraph for shortfalls/deficits accruing thereafter.

SECTION 4.4: SPECIAL ASSESSMENTS

In addition to the regular annual Assessments authorized above, the Board may levy in any Assessment year a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or other improvements the Association is responsible for maintaining (including fixtures and personal property related thereto); (ii) any unanticipated or underestimated expense normally covered by a regular Assessment; and (iii) where necessary, for taxes assessed against the Common Area, provided however, that in all events, no such special Assessment shall be made without the affirmative vote of two-thirds (2/3) of the voting power of each class of Members voting in person or by proxy at a meeting duly called for this purpose.

SECTION 4.5: RESERVES AND WORKING CAPITAL

Annual Assessments shall include an adequate reserve fund for taxes, insurance, maintenance, repairs and replacement of the Common Area and other improvements which the Association is responsible for maintaining. There shall be established a working capital fund for the Association, for the initial months of Project operations, equal to two (2) months' estimated monthly Assessments for each Lot in the Project and each Lot's share shall be collected from the Lot purchaser and paid to the Association at the time that the sale of that Lot is closed to an individual purchaser by Declarant or a Developer. Such payment shall be non-refundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration. The Association may not use any of the working capital funds to defray its expenses, reserve contributions, or construction costs, or make up any budget deficits while Class B Membership exists.

SECTION 4.6: PROCEDURES FOR VOTING ON ASSESSMENTS

Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4. shall be sent to all Owners not 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 proxies therefore entitled to cast sixty percent (60%) of all of the votes of the Membership 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 thirty (30) days following the preceding meeting. While Class B Membership exists, the quorum requirements described above shall apply to both classes and a quorum shall not exist for a meeting unless a quorum of each class is present.

SECTION 4.7: ALLOCATION OF ASSESSMENTS

The Owners of each Lot (except Declarant and Developers) shall bear an equal share of each regular and special Assessment except as otherwise specified elsewhere in this Declaration.

SECTION 4.8: COMMENCEMENT OF ASSESSMENTS

The regular annual Assessments provided for herein shall commence as to each Lot in the Project, except those owned by Declarant or any Developer, on the first day of the month following the close of escrow of the sale of the first Lot in the Project by Declarant or any Developer to another person. Due dates of Assessments shall be established by the Board and notice shall be given to each Lot Owner at least forty-five (45) days prior to any due date; provided, however, that Owners shall continue to pay Assessments at the last established rate until the Board gives notification of any change in accordance with this Section 4.8. At the option of the Board, all annual Assessments shall be payable in twelve (12) equal monthly installments or four (4) equal quarterly installments and if Assessments are to be due on a monthly basis, no notice of such Assessments shall be required other than an annual notice setting forth the amount of the monthly Assessment and the day of each month on which each Assessment is due.

SECTION 4.9: EFFECT OF TRANSFER OF LOT BY SALE OR FORECLOSURE

The sale or transfer of any Lot shall not affect the Assessment Lien or liability of the former Owner for Assessments or Charges due and payable except as provided below. No sale or transfer of a Lot shall relieve the new Lot Owner from liability for any Assessments or Charges thereafter becoming due or release his Lot from the Lien therefore.

If the First Mortgagee or another person obtains title to a Lot as a result of the foreclosure, trustee's sale or deed in lieu thereof of any First Mortgage, such First Mortgagee or other person shall not be liable for the Assessments and Charges chargeable to such Lot which became due prior to the acquisition of title to such Lot by the First Mortgagee or other person, and the Assessment Lien therefore shall be extinguished. Such unpaid Assessments and Charges shall be deemed to be common expenses collectible from the Owners of all of the Lots through regular annual or special Assessments, subject to the continuing liability of the transferring or foreclosed Owner. In a voluntary conveyance of a Lot, the grantee of the same shall not be personally liable for Assessments or other Charges due to the Association in connection with that Lot which accrued prior to the conveyance unless liability therefore is specifically assumed by the grantee, but the Lot shall remain encumbered by the Assessment Lien therefore. Any grantee, mortgagee or other lienholder shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments and Charges due the Association for a reasonable preparation charge. The grantee or other person entitled to receive the statement shall not be liable for, nor shall the Lot conveyed be subject to, a Lien for any unpaid Assessments or Charges in excess of the amount set forth in the statement, provided however, the grantee shall be liable for any such Assessment or Charge becoming due after the date of any such statement.

SECTION 4.10: REMEDIES FOR NONPAYMENT

When any Assessment or Charge due form an Owner to the Association on behalf of any Lot is not paid within sixty (60) days after the due date, the Assessment Lien therefore may be enforced by foreclosure of the Lien and/or sale of the Lot by the Association, its attorney or other person authorized by this Declaration or by law to make the sale. The Assessment Lien may be foreclosed and the Lot sold in the same manner as a realty mortgage and property mortgaged thereunder, or the Lien may be enforced or foreclosed in any other manner permitted by law for the enforcement or foreclosure of liens against real property or the sale of property subject to such a lien. Any such enforcement, foreclosure or sale action may be

taken without regard to the value of such Lot, the solvency of the Owner thereof or the relative size of the Owner's default. Upon the sale of a Lot pursuant to this section, the purchaser thereof shall be entitled to a deed to the Lot and to immediate possession thereof, and said purchaser may apply to a court of competent jurisdiction for a writ of restitution or other relief for the purpose of acquiring such possession, subject to applicable laws. The proceeds of any such sale shall be applied as provided by applicable law but, in the absence of any such law, shall be applied first to discharge costs thereof, including but not limited to court costs, other litigation costs, attorneys' fees and costs incurred by the Association, all other expenses of the proceedings, interest, late charge, unpaid Assessments and other Charge due to the Association, and the balance thereof shall be paid to the Owner. It shall be a condition of any such sale, and any judgments or orders shall so provide, that the purchaser shall take the interest in the Lot sold subject to this Declaration. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at any sale and to acquire and hold, lease, mortgage or convey the same. In the event the Owner against whom the original Assessment or Charge was made is the purchaser or redemptioner, the assessment Lien securing that portion of the Assessment or Charge remaining unpaid following the sale shall continue in effect and said Lien may be enforced by the Association or the Board for the Association as provided herein. Further, notwithstanding any foreclosure of the Assessment Lien or sale of the Lot, any Assessments and Charges due after application of any sale proceeds as provided above shall continue to exist as personal obligations of the defaulting Owner of the Lot to the Association, and the Board may use reasonable efforts to collect the same from said Owner even after he is no longer a Member of the Association.

SECTION 4.11: SUSPENSION OF RIGHTS

In addition to all other remedies provided for in this Declaration or at law or in equity, the Board may temporarily suspend the Association voting rights and/or the right to use the Common Area (except with respect to the street) of a Lot Owner who is in default in the payment of any Assessment or any other amount due to the Association for a period of sixty (60) days after the due date of such Assessment or other amount due, as provided in the Bylaws, with such suspension to end upon the Owner's full cure of the default.

SECTION 4.12: OTHER REMEDIES

The rights, remedies and power created and described in Sections 4.10 and 4.11 and elsewhere in the Project Documents are cumulative and may be used or employed by the Association in any order or combination. Without limiting the foregoing sentence, suit to recover a money judgment for unpaid Assessments and Charges, to obtain specific performance of obligations imposed hereunder and/or to obtain injunctive relief may be maintained without foreclosing, waiving, releasing or satisfying the Liens created for Assessments or Charges due hereunder.

SECTION 4.13: UNALLOCATED TAXES/PAYMENT BY FIRST MORTGAGEES

In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under the provision of this article, and, if necessary, a special Assessment may be levied equally against all of the Lots in an amount equal to said taxes, as provided in Section 4.4. First Mortgagees may pay taxes or other charges that are in default and that may or have become charges against the Common Area and shall be entitled to immediate reimbursement therefore from the Association.

ARTICLE V

Use Restrictions

SECTION 5.1: USE OF LOTS AS A SINGLE FAMILY SUBDIVISION; LEASES; NO PARTITION

(a) Single Family Subdivision. All Lots within the Project, except for such commercial tracts specifically identified as such on the Plat, shall be known and described as residential Lots and shall be occupied and used for single family residential purposes only. Business and/or trade uses in the Project shall be restricted as provided in Section 5.4.

(b) Leases. No Owner may rent his/her Lot and the single family house and related improvements thereon for transient or hotel purposes or shall enter into any lease for less than the entire Lot. No lease shall be for a rental period of less than thirty (30) days. Subject to the foregoing restrictions, the Owners of Lots shall have the absolute right to lease their respective Lots provided that the lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations, and uses contained in this Declaration and the Bylaws and any reasonable Rules and Regulations adopted by the Association. A copy of any such lease shall be delivered to the Association prior to the commencement of the term of the lease. The Owner is fully responsible for the conduct and actions of his tenants, and his tenant's family members, guests and other invitees.

(c) No Partition. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is not prohibited (but partition of title to a single Lot is prohibited). Notwithstanding the foregoing, 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, subject to any further requirements or restrictions imposed by any governmental entity which now or hereafter imposes zoning requirements on the Project. No condominium or time share use shall be created within the Project.

SECTION 5.2: NATURE OF BUILDINGS/STRUCTURES

No buildings or structures shall be moved from other locations onto any Lot, and all improvements erected on a Lot shall be of new construction. No structure of a temporary character and no trailer, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently. No unsightly structure, object or nuisance shall be erected, placed or permitted on any Lot. Without limiting the generality of the foregoing, the following are prohibited: modular homes, manufactured homes, prefabricated homes, and detached garages.

SECTION 5.3: ANIMALS

No livestock, poultry or other animals shall be raised, bred or kept on any Lot except that customary household pets such as dogs, cats and household birds may be kept, but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of other Lot Owners. The prohibition against animals other than customary household pets, applies to sheep, pigs, goats, ducks, geese, emus,

cattle, other ungulate mammals and other types of pets not expressly permitted by this Declaration. It also applies to horses and mules, which may not be raised, bred or kept on any Lot, but must be kept at the Equestrian Facility, as described in Section 5.3, (B), below. All permitted animals shall be kept under reasonable control at all times and in accordance with applicable laws and any Rules and Regulations adopted by the Association, and shall be restrained by fence or leash from roaming in or through the Common Area. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes customary household pet or is a nuisance (because of noise or otherwise); or whether the number of animals or birds maintained on any portion of the Project is reasonable, and may require the immediate permanent removal of any animal which it determines is violating these provisions. Any decision rendered by the Board shall be final. Owners shall be liable for any and all damage to property and injury to persons and other animals caused by their household pets and the household pets of their tenants and other occupants.

B. Notwithstanding the terms of the foregoing paragraph 5.3A, horses and mules may be kept, boarded and raised in the Equestrian Facility. The keeping, raising and boarding of horses and mules at the Equestrian Facility shall be subject to the Facility Management Plan approved by the Town Council, as well as the following terms and conditions:

1. One pipe stall shall be provided in the Equestrian Facility for each Lot. Such stalls may be either open or covered. The stalls will not be owned by an Owner, but shall at all times be part of the Common Area.

2. Stalls may not be leased or rented to anyone other than an Owner, or someone who is occupying an Owner's property in the Project pursuant to a lease or rental agreement.

3. No more than one (1) animal shall be kept in any stall, except that a mare and her foal or colt may be kept in the same stall until the foal is six (6) months of age.

4. All horses and mules must be vetted a minimum of two times per year for disease control and prevention. The treatment must include worming, inoculations, routine care at acceptable veterinary standards, and other procedures necessary for the protection of the residents of the Project, the Owner's animals and the animals of other Owners.

5. Stalls may not be used for storage of equipment or other items. They may only be used for confining and sheltering permitted animals.

6. Each Owner who keeps horses or mules at the Equestrian Facility shall comply with all proper environmental controls required by regulations adopted or imposed by the Association from time to time.

7. All animals (except horses, mules and such exceptions as may be permitted by the Board for 4H or other programs) which are prohibited at a Lot pursuant to Section 5.3, paragraph A, are also prohibited at the Equestrian Facility. Any exception for 4H or other organized programs shall require that the animals permitted during and for the length of the approved program shall be confined to a portion of the Equestrian Facility designated by the Board.

C. The following special provisions also apply:

1. The Association will promulgate, and from time to time modify or amend,

rules and regulations applicable to use of the Equestrian Facility, the pool and other portions of the Common Area. All such rules and regulations shall be binding upon the Owners, and their tenants, families and guests.

2. All areas of the Project, to include each Lot, the Equestrian Facility and all other portions of the Common Area, shall be kept clean of debris, animal waste and harmful products, all in compliance with such sanitation requirements as may be imposed from time to time by the Association.

3. All Owners shall have the right to keep their permitted mules and/or horses at the Equestrian Facility. The Association shall institute programs and adopt rules and regulations governing the voluntary participation by Owners in programs for the feeding and care of their horses and mules. All costs directly and solely related to such voluntary programs shall be borne by the program participants, and shall not be part of the Assessments.

4. No studs shall be kept at the Equestrian Facility.

D. Upon sale or transfer of Ownership of a Lot (and the Membership appurtenant to the Lot), all horses, mules and any other animals shall be removed from the Equestrian Facility.

SECTION 5.4: SIGNS; RESTRICTIONS ON COMMERCIAL USES

No sign of a commercial nature shall be allowed in the Project, except for one "For Rent" or one "For Sale" sign per Lot of no more than five (5) square feet. No institution or other place for the care or treatment of the sick or disabled, physically or mentally (except as provided by the Arizona Developmental Disabilities Act of 1978, § 36-581 et seq., or other applicable federal or state law) shall be placed or permitted to remain on any of the Lots and no theater, bar, restaurant, saloon, or other place of entertainment may ever be erected or permitted on any Lot.

Further, no trade or business of any kind may be conducted in or from any Lot except that an Owner may conduct a business activity within a single-family house located on a Lot so long as the existence or operation of the business activity (a) is exterior of the single-family house; (b) conforms to all zoning requirements for the Project; (c) does not increase the liability or casualty insurance obligation or premium of the Association; and (d) is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any Lot or the Common Area as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in the previous sentence, shall be construed to have their ordinary and generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves providing goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration regardless of whether (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; (c) a license is required therefore.

Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for Declarant and any other Developers to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Project owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonably required, convenient or incidental to the construction of houses and

sale of Lots, including but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of every kind, signs, models, and sales offices, except that in the case of Developers, the foregoing shall be subject to the prior reasonable approval of the Declarant.

SECTION 5.5: USE OF GARAGES

No garage may be converted to living space without the prior written consent of the Committee except that Declarant and/or Developers may use a garage area in a model home or models for a sales office. Owners shall keep their garages neat, clean and free from clutter, debris or unsightly objects and shall at all times keep garage doors closed except as reasonably necessary for ingress and egress.

SECTION 5.6 RESIDENTIAL DESIGN REQUIREMENTS

1. All single-family residences constructed shall contain a minimum livable area of 1,600 square feet on grade level if one story, with or without basement, and 1,600 square feet on the grade level if two story. A split level home containing a grade level, sub-grade level and above grade level shall contain a minimum livable area of 2,000 square feet on the grade level and sub-grade level combined. All square footage requirements shall be exclusive of open porches, pergolas or attached garages.

2. Homes will be brick, stone and/or stucco on all sides and exposures. Any other material desired to be used must be approved by the Architectural Control Committee prior to use.

3. Second story elevations adjacent to an arterial street will contain pop-outs.

4. Roof material will be shake shingles or concrete tile.

5. All homes will have a minimum two car garage (no carports).

6. Air conditioners and other mechanical equipment will be ground mounted and screened from public view.

7. Windows on all elevations will be white/black/tan or metal framed.

8. All fences will be block (cmu) fencing (no wood fencing). Exposed faces of the fence visible from arterial or collector streets will be stucco and painted. Other architecturally treated walls may be installed subject to staff approval.

9. All corner fences will be a minimum of three (3) feet from any sidewalk.

10. Metal roll-up sectional doors will be provided.

11. No heating, air conditioning or refrigeration equipment shall be placed, allowed or maintained anywhere other than on the ground unless screened or concealed (subject to required approvals by the Architectural Control Committee) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery fixtures or equipment.

SECTION 5.7: SOLAR COLLECTORS/ANTENNAS/SATELLITE DISHES

Solar collectors and related equipment may not be installed on roofs of houses but may be located elsewhere on the Lots not visible from other Lots, the Common Area or adjacent streets with the prior written approval from the Committee pursuant to Article VII prior to installing the same. The Association, through the Committee, may from time to time adopt guidelines concerning the types of solar collectors and related equipment which may be installed in the Project and acceptable means of installation therefore. No antenna may be installed on any roof or exceed six (6) feet in height, and the installation of any antenna shall be subject to Committee approval, which may include screening requirements so that no antenna is visible from other Lots, the Common Area or adjacent streets. Satellite dishes for the reception of television signals are permitted on individual Lots if the same are not visible from the street, the Common Area or from other Lots, or if partially visible, if the plans for the same are reviewed in advance by the Committee and determined to be predominantly unobtrusive by the Committee. The Committee shall have the right to require the installation of landscaping or other screening around the satellite dish.

SECTION 5.8: STORAGE SHEDS AND SWINGS

No storage sheds or similar or related type objects shall be located on any Lot if the height of such object is greater than the height of the fence on or adjoining said Lot or if such object is visible from the front of the Lot. All swings and slides (including those used in connection with a swimming pool) shall be at least seven (7) feet from all fences located on or near perimeter Lot lines, subject to any further requirements or restrictions of any zoning or building regulation now or hereafter imposed by governmental authority. The foregoing improvements shall also be subject to the prior approval of the Committee.

SECTION 5.9: SCREENING MATERIALS

All screening areas, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners thereof in accordance with the original construction of the improvements by the Declarant, or as approved by the Committee pursuant to Article VII.

SECTION 5.10: LOT MAINTENANCE REQUIREMENTS; NUISANCES; GARBAGE AND RUBBISH; STORAGE AREAS; SEWAGE

Each Owner shall maintain, repair, replace, restore and reconstruct his Lot and the improvements constructed and landscaping located thereon (including the house) so as to keep the same in a good, neat and safe order, condition and repair, in full compliance with all applicable laws and legal requirements and in full compliance with this Declaration and the original plans therefore prepared by Declarant and/or Developer and/or approved by the Committee under Article VII below. Without limiting the generality of the foregoing, the Owner shall keep the roof, exterior walls, doors and windows and other improvements visible from other Lots and/or the Common Area in good condition by promptly replacing broken tiles or windows, periodically repairing stucco cracks and painting, and similar matters. In the event a house is totally or substantially destroyed, the house need not be rebuilt, by the Owner shall, within three (3) months, remove all destroyed or damaged improvements and restore the Lot to its condition prior to construction of the house.

No unsightly objects or nuisance shall be erected, placed or permitted on any Lot, nor shall any use, activity or thing be permitted which may endanger the health or

unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot. Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items and the same shall be promptly removed form each Lot and not allowed to accumulate thereon and further, no garbage, trash or other waste materials shall be burned on any Lot. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Committee so as to conceal same from the view of adjacent Lots and streets. Garbage cans may be in view only on collection days and thereafter they must be promptly stored out of sight as provided herein.

Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools or leach fields constructed in accordance with the requirements and standards of County and State laws, rules and regulations in accordance with sound engineering, safety and health practices. There shall not be allowed any outside portable lavatories, outside toilets or open plumbing.

SECTION 5.11: VEHICLES

No commercial vehicles or "Recreational Vehicles" (including, without limitation, campers, boats, trailers, horse trailers, mobile homes or similar type vehicles) shall be parked in a front driveway or any street except for temporary parking only not exceeding twelve (12) consecutive hours. Such vehicles may be parked on a Lot, either to the side or the rear of the home located on the lot, but must be behind a view obstructing enclosed fence. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee. No vehicles (including commercial vehicles and Recreational Vehicles) shall be parked in any street within the Project for more than twelve (12) consecutive hours. No vehicles of any kind shall be used, placed or parked in any Common Area, except as required by the Association for it to perform its duties hereunder. The foregoing prohibition specifically includes, but is not limited to, a prohibition against parking horse trailers at the Equestrian Facility in excess of the permitted time described herein. No permanent trailer storage shall be allowed at the Equestrian Facility. No vehicles shall be parked in a manner that blocks, hinders or endangers vehicular or pedestrian traffic. No vehicles, or other mechanical equipment may be dismantled or repaired (except for ordinary maintenance and repair of such vehicles, and equipment inside an enclosed garage, and emergency repairs elsewhere for a time period not exceeding forty-eight (48) hours) or allowed to accumulate on any Lot or in front of any Lot. No vehicle which is abandoned or inoperative shall be stored or kept on any Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to the Project.

SECTION 5.12: LIGHTS: RADIOS AND OTHER SPEAKERS

No spotlights, flood lights 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 Lot or adjacent street, or any part thereof except as approved by the Committee. No radio, television or other speakers or amplifiers shall be installed or operated on any Lot so as to be audible at other Lots or the Common Area.

Arena lighting shall be limited to a height of thirty (30) feet, consistent with the Code requirements. Special lighting shielding and flashing shall be required. All lighting details and plans shall be submitted for review and approval to the Town prior to or along with the requisite building permits for this site/project.

SECTION 5.13: SANITARY FACILITIES

None of the Lots shall be used for residential purposes prior to the installation thereon of water-flushed toilets and all bathrooms, toilets and sanitary conveniences shall be inside the house permitted hereunder on each Lot.

SECTION 5.14: WINDOW COVER MATERIALS

Within sixty (60) days after the date of close of escrow, each Owner shall install permanent draperies or suitable window coverings on windows facing the street, exclusive of garage windows.

Prior to installation of any reflective materials on the windows or any portion of the house or any other area on any Lot, approval and consent must be obtained from the Committee pursuant to Article VII, except such consent shall not be required for any such installations made by the Declarant or any Developer.

SECTION 5.15: 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 or water wells, tanks, tunnels, mineral extractions, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 5.16: LANDSCAPING

Subject to the variance provisions of Section 7.3 below, unless installed by the Developer of a Lot, the landscaping on each Lot must be installed and substantially completed by the Owner in an attractive manner and according to the approved subdivision Landscape Guidelines, within three (3) months from the date of initial occupancy based upon plans therefore approved in advance by the Committee pursuant to Article VII below. The landscape plans submitted to the Committee must include
proposed changes in grade to be accomplished as part of the landscaping development.

Landscaping at all times must be maintained by each Owner in a neat and attractive manner and any alterations or modifications made to the original landscaping of a Lot as originally installed shall be approved in advance by the Committee. Further, each Owner must maintain, repair and restore any and all grades, slopes, retaining walls and drainage structures (collectively "Lot Improvements") as installed by Declarant or a Developer on a Lot or which has been approved by the Committee. If any Owner does not (i) install and complete approved landscaping within the three (3) month period described above, (ii) maintain his landscaping in a neat and attractive manner, or (iii) maintain all Lot Improvements on a Lot, the Declarant, the Developer of the Lot or the Committee, after giving the Owner ten (10) days' written notice to cure any such default, shall have the right to cause the necessary landscaping work or Lot Improvement to be done and the Owner in default shall be responsible for the cost thereof. Additionally, the party expending funds for such work shall

have a lien on the defaulting Owner's Lot for the funds expended together with interest thereon at the rate of fifteen percent (15%) per annum until paid. In addition to the foregoing, any party may utilize remedies available under Section 8.1 for such Owner's default.

SECTION 5.17: PERMANENT STRUCTURE

No garage, barn, stable, tack room, trailer, mobile home, motor home, motor vehicle, or any temporary structure of any nature may be used temporarily or permanently as a residence on any Lot or tract. Except as may be otherwise permitted by the Architectural Control Committee under the authority granted in Section 4.6 hereof, all permanent structures on all Lots shall comply with (i) all minimum yard setback requirements established by the zoning ordinances of the town of Queen Creek, as they may be amended from time to time, or (ii) the following minimum setback requirements, whichever are greater:

Front Yard	25 feet
Side Yard	10 feet, and 7 feet
Rear Yard	25 feet
Side Yard (next to street)	10 feet

SECTION 5.18: NO WARRANTY OF ENFORCEABILITY

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article V or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any of the restrictive covenants. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

ARTICLE VI

Fences, Party Walls and Easements

SECTION 6.1: FENCE REQUIREMENTS

Attached hereto as an Exhibit is an approved design to be used by all lot owners for all fences along the Queen Creek wash, including fences on any Lot lines which run along any wash, in whole or in part. Any deviation from this approved fence design must be have written approval from the Developer and the Town of Queen Creek before construction. All Lots, when developed, shall be improved with fences as approved by the Committee, under Article VII below. All side or rear fences and all side or rear walls (except for fences along Queen Creek wash or any other wash) other than the wall of the house constructed on said Lot, shall be six (6) feet in height, subject to the variance provisions of Section 7.3 below, unless otherwise approved by the Architectural Committee. Notwithstanding the foregoing, prevailing governmental regulations shall take precedence over these restrictions if said regulations are more restrictive. Unless otherwise approved by the Committee, all walls/fences constructed on Lots, if exposed to the Common Area or wash, must be the same color as the Project's exterior walls. All fencing and any materials used for fencing, dividing or defining the Lots must be of cement block construction and of new materials, and erected in a good and workmanlike manner. The color(s) of the fencing for all Lots will be as selected by the Developer thereof with the

prior approval of the Committee and shall not be changed without the prior approval of the Committee. All fences shall be maintained in good condition and repair, and fences, upon being started, must be completed within a reasonable time not exceeding three (3) months from commencement of construction. If any fence originally installed by an Owner is wholly or partially damaged by any cause, it shall be removed in its entirety or returned to its original condition within three (3) months from the date of damage; any fences originally installed by any Developer, or in a location in which a Developer-installed fence was originally erected. must be promptly restored to their original condition by such Owner, or the Owner(s) of the adjacent Lots if the same is a Party Wall under Section 6.2.

Wherever the words "Party Wall," "fence," "fences" or "fencing" appears in this Declaration, they include block walls and other material used as a fence, fences, wall or walls (except a wall which is part of a house) subject to the provisions of this Section 6.1 requiring cement block construction.

SECTION 6.2: FENCES AS PARTY WALLS

A. Fences which may be constructed by a Developer upon the dividing line between Lots or between a Lot and Common Area, or near or adjacent to said dividing line because of minor encroachments due to engineering errors (which are hereby accepted by all Owners and the Association in perpetuity) or because existing easements prevent a fence from being located on the dividing line, are "Party Walls" and shall be maintained and repaired at the joint cost and expense of the adjoining Lot Owners, or of the adjoining Lot Owner and the Association if the Party Wall divides a Lot and Common Area. Paint and/or stucco surfaces shall be maintained and repainted as necessary by the party whose property is enclosed by the painted and/or stuccoed surface. Fences constructed upon the back of any Lot (which do not adjoin any other Lot or Common Area) by the Developer shall be maintained and repaired at the cost and expense of the Lot Owner on whose Lot (or immediately adjacent to whose Lot) the fence is installed. Such Party Walls and fences shall not be altered, or changed in design, color, material or construction from the original installation made by the Developer without he approval of the adjoining Owner(s), if any, and the Committee. In the event any Party Wall is damaged or destroyed by the act or acts of one of the adjoining Lot Owners, his family, agents, guests or tenants, that Owner shall be responsible for said damage and shall promptly rebuild and repair the Party Wall(s) to its/their prior condition, at his or its sole cost and expense. In all other events when any Party Wall is wholly or partially damaged or in need of maintenance or repair, each of the adjoining Owners (or the adjoining Owner and the Association, if applicable) shall share equally in the cost of replacing the Party Wall or restoring the same to its original condition. For this purpose, said adjoining Owners (or the adjoining Owner and the Association, if applicable) shall have an easement as more fully described in Section 6.3(A)(2). All gates shall be no higher than the adjacent Party Wall or fence.

B. When a fence is constructed on the property line between two lots within the subdivision, the Developer or Lot owner that built the fence shall be entitled to reimbursement for one-half (1/2) of the cost of the fence attributable to the length of that fence. Reimbursement shall be paid by the adjoining lot owner to the lot owner or Developer that built the fence upon completion by the adjoining lot owner of the improvements (residence) upon his lot or upon completion of the fence, whichever is last to occur. Reimbursement shall be based upon and shall not exceed the lesser of (a) one-half the actual cost of the portions of the fence adjacent to the adjoining lot; or (b) one-half the cost of a concrete block fence, six (6) feet in height, then prevailing to the area, as conclusively evidenced by the cost figures of the original Developer.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of a Party Wall, then, upon written request of one of such Owners addressed to the Committee, the matter shall be submitted to the Committee for arbitration under such rules as may from time to time be adopted by the Committee. If no such rules have been adopted, the matter shall be submitted to three arbitrators, one chose by each of the Owners and the third arbitrator to be chosen within five (5) days by any judge of the Superior Court of Maricopa County. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners who shall share the cost of arbitration equally. In the event one Owner fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other Owner, then said requesting Owner shall have the right and power to choose both arbitrators.

SECTION 6.3: EASEMENTS

A. General Easements.

(1) Easements for installation and maintenance of utilities and drainage facilities have been created as shown on the Plat, and additional easements may be created by grant or reservation by the Developer of a portion of the Project for the foregoing purposes. Except as may be installed by any Developer, no structure, planting or other materials shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, if any, or which may obstruct or retard the flow of water through the channels in the drainage easements, if any. The easement areas of each Lot and all improvements located thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible, and except for any easement area referred to in Subsection 6.3(A)(3) below, which will be maintained by the Owner of the Lot who has use of the easement.

(2) For the purpose of repairing and maintaining any Party Wall, an easement not to exceed five (5) feet in width is hereby created over the portion of every Lot immediately adjacent to any Party Wall to allow the adjoining Owner access for maintenance purposes as set forth herein and no other purpose.

(3) In addition to the foregoing, if a Party Wall is not located between Lots, an easement is hereby created for six (6) months after a house is constructed on any Lot for the purpose of constructing and maintaining said Party Wall. With respect to any Party Wall not located on a dividing line between Lots but located near or adjacent to such dividing line, an Owner of a Lot shall have and is hereby granted a permanent easement over any property immediately adjoining said Owner's Lot up to the middle line of said Party Wall for the use and enjoyment of the same.

(4) Each Lot and Common Area tract within the Project is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to minor engineering errors, errors in either the original construction or reconstruction of the buildings on the Lots, or the settlement or shifting of buildings or any other similar cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting, provided however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

B. Declarant and Developer Easements.

(1) Declarant and Developers shall have the right and an easement to maintain sales or leasing offices, management offices and models through the Project on Lots owned by such party, and to maintain one or more advertising signs on the Common Area while the Declarant or Developer sells Lots in the Project.

(2) Declarant and Developers shall have the right and an easement on and over the Common Area to construct thereon all buildings and improvements consistent with the approved plans therefore, and to use the Common Area (until Class B Membership terminates) and any Lots owned by Declarant or the Developer, as applicable, for construction and renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project.

(3) The Declarant and/or Developer shall have an easement on, over and through the Lots (but not through any houses thereon) for any access necessary to complete any renovations, warranty work or modifications to be performed by Declarant or Developer.

C. Association Easements. Declarant hereby creates the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors over the Lots (but not the houses thereon):

(1) For inspection of the Lots in order to verify the performance of all Owners of all items of maintenance and repair for which they are responsible;

(2) For inspection,maintenance, repair and replacement of the Common Area accessible from the Lots; and

(3) For the purpose of enabling the Association, the Board, the Committee or any other committee appointed by the Board,to exercise and discharge their respective rights, powers and duties under the Project Documents. No Owner shall do any act or create any obstruction which would unreasonably interfere with the right or ability of the Association to perform any of its obligations or exercise any of its rights under the powers or easements reserved under this Declaration.

ARTICLE VII

Architectural Control

SECTION 7.1: CREATION OF COMMITTEE

For the purpose of maintaining the architectural and aesthetic integrity and consistency within the Project, an Architectural Control Committee (the "Committee") consisting of three (3) members is hereby established, except that the Committee need have only one member while Declarant has the right to appoint the Committee as provided below. The first members of said Committee are Tom Doyle, Howard H. Peterson, and Kevin D. Grace, who shall serve until their resignation or removal by Declarant, whereupon Declarant, and its successors and assigns to whom rights are specifically assigned in writing under Section 8.4, may appoint replacement (s) who need not be Lot Owners. Declarant may waive its right to appoint

some or all Committee members at any time by recording an instrument in the office of the Maricopa County Recorder giving notice of the same.

After Class B Membership has terminated, a new Committee may be appointed by the Board of the Association. If no such Committee is appointed, than and in such event, the members of the Committee appointed by the Declarant, and/or its successors and assigns, may, but are not obligated to, continue to act until such time as the Board appoints a new committee. Members of the Committee appointed by the Board shall serve for a period of one (1) year or until their successors are duly appointed, whichever is later or until they are removed by action of the Board.

A majority of the Committee shall be entitled to take action and make decisions for the Committee. Except for Committee members appointed by the Declarant, all Committee members shall be Owners or representatives of Developers.

Unless the initial members of the Architectural Control Committee have resigned or been removed, their terms of office shall expire at the time all Lots in all units are developed, sold and recorded, but shall continue thereafter until the appointment of their respective successors. Thereafter the term of each member of the Committee shall be fore a period of three years and until the appointment of his successor.

The right to appoint and remove all members of the Architectural Control Committee at any time, shall be and is hereby vested fully in the Board of the Association, provided, however, that no member may be removed from the Architectural Control Committee by the Board except by the vote or written consent of two-thirds (2/3) of all the members of the Board. Any member of the Architectural Control Committee may resign at any time by giving written notice thereof to the Board.

Two copies of the complete plans and specifications of any proposed structure must be submitted to the Architectural Control Committee, together with such fee or fees as the Committee determines in its sole discretion to be reasonable or necessary to defray the cost of its review and the professional evaluation of such plans and specifications. At least one copy of said plans and specifications shall be retained by the Architectural Control Committee.

SECTION 7.2: REVIEW BY COMMITTEE

No buildings or exterior or structural improvements of any kind, fences, walls, Party Walls, solar collectors, antennas (including customary TV antennas), satellite dishes, underground TV apparatuses, broadcasting towers, other structures, Lot Improvements, landscaping or landscaping changes, or changes to the exterior colors of any of the foregoing (collectively, the "Alterations") shall be commenced, erected, made, structurally repaired, replaced or altered (except as set forth below) until the plans and specifications showing the nature, kind, shape, size, height, color, material, floor plan, location and approximate cost of same shall have been submitted to and approved by the Committee. Approval shall not be unreasonably withheld. However, the Committee shall have the right to refuse to approve any Alteration which is not suitable or desirable in their opinion for aesthetic or other reasons, and they shall have the right to take into consideration (i) the suitability of the proposed Alteration; (ii) the material (including type and color) of which it is to be built; (iii) the site (including location, topography, finished grade elevation) upon which it is proposed to be erected; (iv) the harmony thereof with the surroundings (including color and quality of materials and workmanship); and (v) the effect of the Alteration as planned on the adjacent or neighboring property (including visibility and view). Failure of the Committee to reject in

writing said plans and specifications within forty-five (45) days from the date the same were submitted shall constitute approval of said plans and specifications, provided the design, location, color and kind of materials in the Alteration shall be governed by all of the restrictions herein set forth. With respect to reviewing an Owner's plans and specifications, the Committee shall have the right to employ professional consultants to review the same to assist it in discharging its duties. In the event the Committee elects to employ such consultant, the Committee shall first give notice to the Owner, of the fee required for purpose of hiring any such consultant. The Owner shall promptly pay said consultant's fee to the Committee prior to the Committee being obligated to proceed further with its review of said Owner's submission.

The Committee's approval of Alterations shall not be interpreted or deemed to be an endorsement or verification of the safety, structural integrity or compliance with applicable laws or building ordinances of the Alterations and the Owner and/or its agents shall be solely responsible therefore. The Committee and its members shall have not liability for any lack of safety, integrity or compliance thereof. The Committee and its members shall have no personal liability for judicial challenges to its decisions and the sole remedy for a successful challenge to a decision of the Committee shall be an order overturning the same without creating a right, claim or remedy for damages. The Committee may adopt and amend, from time to time, architectural control guidelines consistent with this section, the Project Documents, and any conditions imposed by the Town of Queen Creek as a condition for approval of the Project.

Unless at least two-thirds (2/3) of the First Mortgagees (based upon one (1) vote for each First Mortgage owned) or Owners (other than Declarant) of the individual Lots have given their prior written approval, the Association shall not by act or omission, change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the maintenance of the Common Area, Party Walls, fences and driveways, or the upkeep of landscaping in the Project.

SECTION 7.3: VARIANCES

The Committee may (with Board approval in its sole discretion and in extenuating circumstances) grant minor variances from the restrictions set forth in Article V and Article VI of this Declaration and any of the requirements set forth in this Article VII if the Committee determines that (a) either (i) a restriction would create an unreasonable and substantial hardship or burden on an Owner or (ii) a change of circumstances has rendered a restriction obsolete and (b) the activity permitted under the variance will not have a substantially adverse effect on other Owners and is consistent with the high quality of life intended for the Project.

SECTION 7.4: DECLARANT'S RIGHT TO REPLAT

Declarant hereby reserves the right, in its sole discretion, and without the consent of the Committee or any other Owner or lienholder (except as provided herein), to amend the Plat with regard to any Lots which Declarant owns from time to time. Notwithstanding the foregoing, such replatting shall not affect the boundaries of any other Owner's Lot or the Common Area and shall always comply with all zoning and other applicable statutes, rules, ordinances and regulations of any governmental or quasi-governmental agency having jurisdiction over the Project. Subject to satisfaction of the foregoing conditions, any amendment to the Plat prepared and recorded by Declarant may reconfigure Declarant's Lots.

ARTICLE VIII

General

SECTION 8.1: EFFECT OF DECLARATION AND REMEDIES

The declarations, limitations, easements, covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing (or whose title is acquired by foreclosure, deed in lieu thereof, trustee's sale or otherwise) or occupying any Lot in the Project after the date on which this Declaration is recorded. In the event of any violation or attempted violation of these covenants, conditions, and restrictions, they may be enforced by an action brought by the Association, the Committee or by the Owner or Owners (not in default) of any Lot or Lots in the Project, at law or in equity, in addition to the Association's remedies in Sections 3.3 and 4.10. Declarant has no duty to take action to remedy any such default. Remedies shall include but not be limited to damages, injunctive relief and/or any and all other rights or remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit. Any breach of these covenants, conditions and restrictions, or any remedy by reason thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value upon the Lot in question and the breach of any of these covenants, conditions and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust.

All instruments of conveyance of any interest in any Lot shall contain (and if not, shall be deemed to contain) a reference to this Declaration and shall be subject to the declarations, limitations, easements, covenants, conditions and restrictions herein as fully as though the terms and conditions of this Declaration were therein set forth in full; provided, however, that the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether express reference is made to this Declaration or not in any instrument of conveyance. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants, conditions and restrictions.

SECTION 8.2: PLURALS; GENDER

Whenever the context so requires, the use of the singular shall include and be construed as including the plural and the masculine shall include the feminine and neuter.

SECTION 8.3: SEVERABILITY

Invalidity of any one or more of these covenants, conditions and restrictions or any portion thereof by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect.

SECTION 8.4: TRANSFER BY DECLARANT

Wherever Declarant is granted certain rights and privileges hereunder, Declarant shall have the right to fully or partially assign and transfer any of such rights and privileges as to the Lots which it owns to any other Developer as evidenced by a written instrument recorded in the office of the Maricopa County Recorder which describes in detail the

particular Declarant's right or rights being assigned (if less than all such Declarant rights) and said instrument shall state that, in such case, the assignee is a co-Declarant or if Declarant has assigned all its rights in said instrument, it shall state that the assignee is a successor Declarant. If the operation of this Section 8.4 results in there being more than one Declarant at any one time, all such Declarants shall be co-Declarants holding the rights assigned to them by their original assignor. Upon an assignment by Declarant of its rights hereunder, Declarant shall thereafter have no further liability, responsibility or obligations for future acts or responsibilities of the successor or co-Declarant hereunder and the successor or co-Declarant shall be solely responsible therefore (to the extent of the assignment) and all parties shall look to the successor or co-Declarant thereof. At any time, Declarant or a co-Declarant may, by a written, recorded notice, relinquish all or any portion of its rights hereunder and all parties shall be bound thereby, except that no Declarant or co-Declarant, nor its successors or assigns, may relinquish the rights of any other Declarant. Declarant (or a successor) may collaterally assign all of its rights and privileges to act as Declarant for the Project to a lender as additional security for any loan from the lender encumbering all or substantially all of the Lots in the Project owned by such Declarant, with such assignment to become absolute and final in favor of such lender or a purchaser at a foreclosure or trustee's sale upon that party's acquisition of fee title to the encumbered Lots, unless such party otherwise specifies in a recorded instrument.

SECTION 8.5: RIGHTS OF FIRST MORTGAGEES AND INSURERS OR GUARANTORS OF FIRST MORTGAGES

Upon written request to the Association identifying the name and address of the First Mortgagee for any Lot or the insurer or guarantor of any such First Mortgage and the Lot number or address, any such First Mortgagee or insurer or guarantor of such First Mortgage will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee or insurer or guarantor, as applicable;

(b) Any delinquency in the payment of Assessments or Charges owed or other default in the performance of obligations under the Project Documents by an Owner of a Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee or insurer or guarantor which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specific percentage of Eligible First Mortgagees as described in this Declaration.

SECTION 8.6: MISCELLANEOUS

This Declaration shall remain and be in full force and effect for an initial term of thirty-five (35) years from the date this Declaration is recorded. Thereafter, this Declaration shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the Lots in the Project, and by "Eligible First Mortgagees"

(those First Mortgagees who have filed a written request with the Association requesting notice of certain matters set forth in Section 8.5 of this Declaration) holding First Mortgages on Lots which have at least sixty-seven percent (67%) of the votes of Lots subject to First Mortgages held by Eligible First Mortgagees, which said instrument shall be recorded in the office of the Maricopa County Recorder's Office, Arizona, not earlier than ninety (90) days prior to the expiration of the initial effective period hereof, or any ten (10) year extension. If there is any conflict between any of the Project Documents, the provisions of this Declaration shall prevail. Thereafter, priority shall be given to the Project Documents in the following order: the Plat, Articles, Bylaws and Rules and Regulations of the Association.

SECTION 8.7: AMENDMENTS

At any time, this Declaration may be amended by an instrument in writing, executed and acknowledged by the then Owners of not less than sixty-seven percent (67%) of the Lots in the Project; provided however, that the Declarant, while Class B Membership exists, may amend this Declaration without the consent of any other Owner or lienholder including First Mortgagees. Except as provided in the preceding sentence, the approval of Eligible First Mortgagees holding First Mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to First Mortgages held by Eligible First Mortgagees shall be required to add to or amend any "material" provisions of the Project Documents which establish, provide for, govern and regulate any of the following:

(a) voting;

(b) Assessments, Assessment Liens or subordination of such Liens;

(c) reserves for maintenance, repair and replacement of the Common Area;

(d) insurance or fidelity bonds;

(e) rights to use of or reallocation of interests in the Common Area;

(f) responsibility for maintenance repair of the various portions of the Project;

(g) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;

(h) convertibility of Lots into Common Area or Common Area into Lots;

(i) leasing of Lots;

(j) imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer or otherwise convey his Lot;

(k) any provisions which are for the express benefit of First Mortgagees, Eligible First Mortgagees or Insurers or Guarantors of First Mortgages on Lots held by Eligible First Mortgagees;

(l) boundaries of any Lot except as expressly provided in Section 7.4 above;

(m) a decision by the Association to establish self-management when professional management had been required previously by the Project Documents or an Eligible First Mortgagee;

(n) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than as specified in the Project Documents; and

(o) any action to terminate the legal status of the Project after substantial destruction or condemnation occurs.

An addition or amendment to the Project Documents shall not be considered "material" if it is for the purpose of correcting technical errors or for clarification only. An Eligible First Mortgagee which receives a written request to approve additions or amendments pursuant to this paragraph and which does not deliver or post to the requesting party a negative response within thirty (30) days after such notice was delivered thereto by certified or registered mail, return receipt requested, shall be deemed to have approved such request. The consents required under this Section 8.7 shall not apply to amendments recorded by Declarant to comply with governmental or quasi-governmental agency regulations as described above.

SECTION 8.8 ANNEXATION OF ADDITIONAL PROPERTY

At any time on or before the date which is seven (7) years after the date of the recording of this Declaration, the Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Property with the consent of the Owner of the portion of the Additional Property being annexed, but without the consent of any other Owner or person. The annexation of all or any portion of the Additional Property shall be effected by the Declarant and the Owner of the Additional Property being annexed recording an amendment to this Declaration setting forth the legal description of the Additional Property being annexed, stating that such portion of the Additional Property is annexed and subjected to the Declaration and describing any portion of the Additional Property being annexed which will be Common Area. Unless a later effective date is set forth in the amendment annexing Additional Property, the annexation shall become effective upon the recording of the amendment. An amendment recorded pursuant to this Section may divide the portion of the Additional Property being annexed into separate phases and provide for a separate effective date with respect to each phase. The voting rights of the Owners of Lots annexed pursuant to this Section shall be effective as of the date the amendment annexing such property is recorded even if the annexation will not be effective until a later date. The Lot Owner's obligation to pay Assessments shall commence as provided in Section 4.8 of this Declaration. If an amendment annexing a portion of the Additional Property divides the annexed portion of the Additional Property into phases, the Declarant shall have the right to amend any such amendment to change the description of the phases within the annexed property, except that Declarant may not change any phase in which a Lot has been conveyed to a purchaser.

Declarant makes no assurances as to the exact number of Lots which shall be added to the Project by annexation or if all or any portion of the Additional Property will be annexed.

All taxes and other Assessments relating to all or any portion of the Additional Property annexed into the Project covering any period prior to the time when such portion of the

Additional Property is annexed in accordance with this section shall be the responsibility of and shall be paid by, the Declarant.

The Additional Property may be annexed as a whole, at one time or in one or more portions at different times, or it may never be annexed, and there are no limitations upon the order of annexation or the boundaries thereof. The property annexed by the Declarant pursuant to this Section 8.8 need not be contiguous with other property in the Project, and the exercise of the right of annexation as to any portion of the Additional Property shall not bar the further exercise of the right of annexation as to any other portion of the Additional Property.

SECTION 8.9 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.

DATED this 8 day of APRIL, 1998.

American West Construction and Development Corporation

By _____

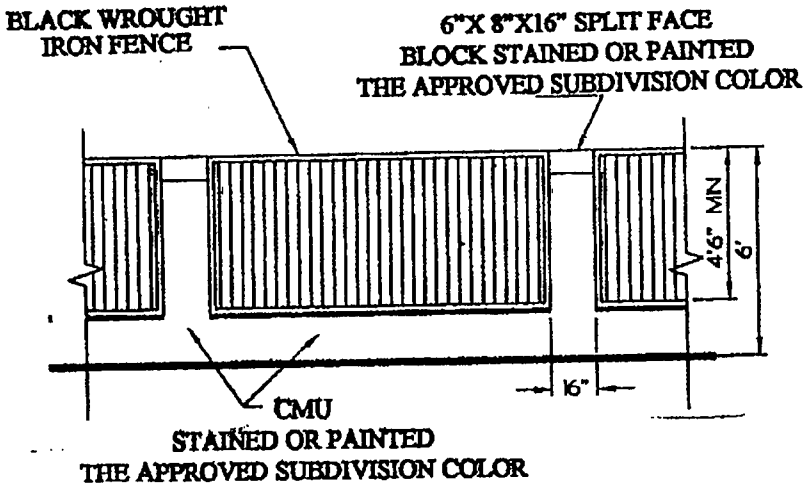
Its V.P./Sec.

WILL ROGERS EQUESTRIAN RANCH

MASONRY/WROUGHT IRON FENCE DETAIL

(REQUIRED FENCE DESIGN FOR ALL
LOTS ALONG THE QUEEN CREEK WASH)

VIEW FROM WASH SIDE



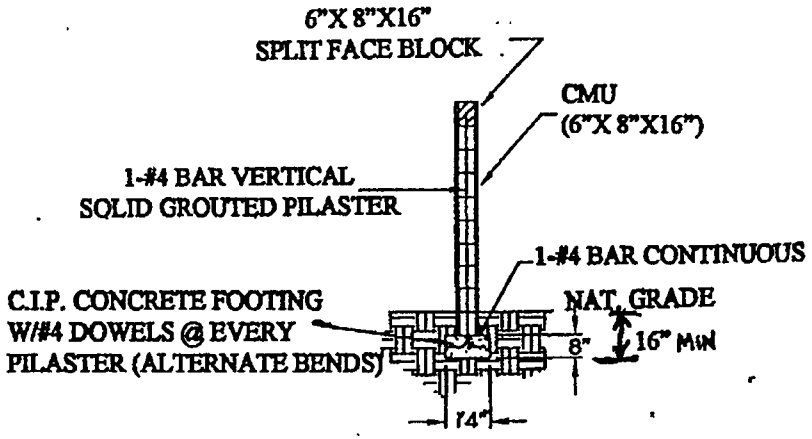


EXHIBIT A
LEGAL DESCRIPTION
OF ADDITIONAL PROPERTY

That portion of Parcel B, Town of Queen Creek Land Split Map No. 01-97, Book 443 of Maps, page 13, and that portion of the North half of Section 21, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the North quarter corner of said Section 21, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence South 00 degrees 16 minutes 10 seconds East along the mid-section line of said Section 21, a distance of 55 feet;

thence South 89 degrees 57 minutes 07 seconds West a distance of 456.79 feet;

thence South 44 degrees 57 minutes 16 seconds West a distance of 28.28 feet;

thence South 00 degrees 02 minutes 35 seconds East a distance of 125.81 feet to a point of curvature whose radius bears North 89 degrees 57 minutes 25 seconds East, a distance of 305.94 feet;

thence Southerly along said curve through a central angle 13 degrees 04 minutes 16 seconds having an arc distance of 69.80 feet;

thence North 89 degrees 57 minutes 07 seconds East a distance of 469.71 feet;

thence North 00 degrees 16 minutes 10 seconds West a distance of 70.00 feet to the Southwest corner of Block 1, QUEEN CREEK, per Book 146 of Maps, page 26, records of Maricopa County, Arizona;

thence North 89 degrees 57 minutes 25 seconds East, parallel to the North line of said Section 21 a distance of 933.01 feet;

thence North 00 degrees 02 minutes 35 seconds West a distance of 125.00 feet;

thence North 45 degrees 02 minutes 35 seconds West a distance of 28.28 feet;

thence North 00 degrees 02 minutes 35 seconds West a distance of 55.00 feet to a point on the North line of said Section 21;

thence North 89 degrees 57 minutes 25 seconds East along the North line of said Section 21, a distance of 86.06 feet, being the Northwest corner of a parcel recorded in Docket 86-62139;

thence South 00 degrees 02 minutes 35 seconds East a distance of 948.68 feet;

thence North 89 degrees 57 minutes 31 seconds East a distance of 333.53 feet;

thence South 00 degrees 15 minutes 00 seconds East a distance of 116.45 feet;

LEGAL DESCRIPTION - CONTINUED

thence South 89 degrees 57 minutes 25 seconds West a distance of 57.00 feet;

thence South 00 degrees 02 minutes 35 seconds East a distance of 539.87 feet;

thence North 89 degrees 37 minutes 07 seconds East a distance of 71.03 feet;

thence South 00 degrees 22 minutes 42 seconds East a distance of 204.00 feet;

thence North 69 degrees 02 minutes 56 seconds West a distance of 563.64 feet, to the Southwest corner of Parcel B, Town of Queen Creek Land Split Map No. 01-97, Book 443 of Maps, page 13;

thence along said West line North 67 degrees 46 minutes 14 seconds West a distance of 83.71 feet;

thence North 62 degrees 51 minutes 17 seconds West a distance of 245.91 feet;

thence North 71 degrees 22 minutes 36 seconds West a distance of 306.35 feet;

thence North 62 degrees 25 minutes 07 seconds West a distance of 182.05 feet;

thence North 69 degrees 43 minutes 18 seconds West a distance of 321.35 feet;

thence North 60 degrees 52 minutes 58 seconds West a distance of 167.22 feet;

thence North 68 degrees 45 minutes 52 seconds West a distance of 135.47 feet;

thence North 61 degrees 20 minutes 17 seconds West a distance of 327.90 feet;

thence North 50 degrees 01 minutes 02 seconds West a distance of 54.84 feet;

thence North 40 degrees 30 minutes 30 seconds West a distance of 647.98 feet;

thence North 44 degrees 44 minutes 45 seconds West a distance of 318.74 feet;

thence North 54 degrees 32 minutes 27 seconds West a distance of 215.98 feet being the Northwest corner of said Parcel B, and the North line of said Section 21;

thence along said North line North 89 degrees 57 minutes 07 seconds East a distance of 1648.69 feet back to the POINT OF BEGINNING;

EXCEPT the following parcel of land:

Beginning at the North quarter corner of Section 21, Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence South 00 degrees 16 minutes 10 seconds East toward the South quarter corner of said Section 21, a distance of 55.00 feet;

LEGAL DESCRIPTION - CONTINUED

thence South 89 degrees 57 minutes 07 seconds West a distance of 757.77 feet to the TRUE POINT OF BEGINNING;

thence South 00 degrees 02 minutes 35 seconds East a distance of 215.00 feet;

thence South 89 degrees 57 minutes 07 seconds West a distance of 487.18 feet;

thence North 00 degrees 02 minutes 35 seconds West a distance of 215.00 feet;

thence North 89 degrees 57 minutes 07 seconds East a distance of 487.18 feet back to the TRUE POINT OF BEGINNING.

EXCEPT the following parcel of land:

Commencing at the North quarter corner of Section 21, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence South 00 degrees 16 minutes 10 seconds East toward the South quarter corner of said Section 21, a distance of 55.00 feet;

thence South 89 degrees 57 minutes 07 seconds West, parallel and 55.00 feet South of the North line of said Section 21, a distance of 757.77 feet to the true point of beginning;

thence South 00 degrees 02 minutes 35 seconds East a distance of 215.00 feet;

thence North 89 degrees 57 minutes 07 seconds East a distance of 217.02 feet to a point of curvature whose radius bears North 77 degrees 36 minutes 48 seconds East a distance of 694.06 feet;

thence Northerly along said curve through a central angle of 12 degrees 20 minutes 37 seconds for a distance of 149.53 feet to a point of tangency;

thence North 00 degrees 02 minutes 35 seconds West a distance of 46.62 feet;

thence North 45 degrees 13 minutes 30 seconds West a distance of 28.37 feet;

thence South 89 degrees 57 minutes 07 seconds West a distance of 180.85 feet back to the true point of beginning.

EXCEPT the property included in the Will Rogers Equestrian Ranch Unit 1, which plat shall be recorded simultaneously with the recording of these CC&Rs.