

7th Copy

WHEN RECORDED RETURN TO:
JUL E. WEBB DEVELOPMENT CO., L.P.
13930 MEEKER BLVD.
CITY WEST, AZ 85375
ATTN: TIM HOYT

483
DECLARATION OF

RECORDED IN
OF MARICOPA COUNTY, ARIZONA
OCT 22 '86-400
KEITH POLETIS, County Recorder
FEE 27⁰⁰ PGS 24 R.N.

COVENANTS, CONDITIONS AND RESTRICTIONS

86 578891

THIS DECLARATION made on this 25th day of September, 1986,
by FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corpora-
tion, as Trustee, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County
of Maricopa, State of Arizona, which is more particularly described as:

Lots 31 through 80, inclusive, and Tracts B and C, of
Sun City West Unit 29, a subdivision recorded in Book
304 of Maps, Page 23, in the office of the Maricopa
County, Arizona Recorder.

NOW THEREFORE, Declarant hereby declares that all of the prop-
erties described above shall be held, sold and conveyed subject to the
following easements, restrictions, covenants and conditions, which are for
the purpose of protecting the value and desirability of, and which shall
run with the real property and be binding on all parties having any rights,
title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each owner
thereof.

ARTICLE I

SECTION 1. "Architectural Committee" shall mean the Committee
created pursuant to Article XV hereof.

SECTION 2. "Association" shall mean and refer to the
Greenview Homeowners Association, Inc., an Arizona non-profit corporation,
comprised of owners of lots covered by this Declaration as more particu-
larly set forth at Article IX hereof.

SECTION 3. "Board of Management" shall mean and refer to the
governing body of the Association.

SECTION 4. "Building" shall mean and refer to any one (or all
if the context requires) of the multi-family structures to be erected upon
the properties as shown upon the plat. In the case of duplexes, the term
includes both halves of the structure, and in the case of garden homes,
includes all of the dwelling units comprising one structure as shown upon
the plat.

SECTION 5. "Common Area" shall mean all real property identi-
fied as Tracts B and C above owned by the Association for the use and
enjoyment of its members. Said property shall be used exclusively for the
common use and enjoyment of the members of the Association.

SECTION 6. "Declarant" shall mean and refer to FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, its successors and assigns.

SECTION 7. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended.

SECTION 8. "Developer" and "Builder" shall be synonymous and shall mean and refer to DEL E. WEBB DEVELOPMENT CO., L.P., a Delaware limited partnership, and its successors and assigns.

SECTION 9. "Dwelling Unit" shall mean and refer to one-half (½) of a duplex constructed by Developer upon a lot.

SECTION 10. "Governing Board of Directors" shall mean and refer to directors appointed by Developer to operate the Rec Centers pursuant to Section II of the Amended Articles of Incorporation of Rec Centers, until such time as operation and management of the Rec Centers is turned over to the owners.

SECTION 11. "Lot" shall mean and refer to the numbered lot shown upon a recorded subdivision map of the properties, together with the dwelling constructed thereon, as recorded in Book 304 of Maps, at Page 23, Records of Maricopa County, Arizona.

SECTION 12. "Member" shall mean and refer to every person or entity who holds membership in Rec Centers unless the context indicates membership in the Association.

SECTION 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title in fee simple (or legal title if equitable title has merged) of any lot which is a part of the Properties. Owner shall not include a person or entity having an ownership interest merely as security for the performance of an obligation. Lots where the fee simple title is vested, of record, in a Trustee pursuant to a Deed of Trust, shall be considered as having legal title vested in the Trustor.

SECTION 14. "PORA" shall mean and refers to SUN CITY WEST PROPERTY OWNERS AND RESIDENTS ASSOCIATION, its successors and assigns, an Arizona non-profit corporation.

SECTION 15. "Properties" shall mean and refer to that certain real property hereinbefore described as subject to this Declaration.

SECTION 16. "Rec Centers" shall mean and refer to RECREATION CENTERS OF SUN CITY WEST, INC., an Arizona non-profit corporation, its successors and assigns.

SECTION 17. "Recreation Facilities" shall mean all real property (including the improvements thereto) owned by Rec Centers for the

common use and enjoyment of the owners. The Recreational Facilities currently owned by the Rec Centers are set forth below, additional facilities may be conveyed by Developer to Rec Centers and upon any such conveyance, shall become a part of the Recreation Facilities as defined herein:

See Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 18. "Single Family" shall mean a group of one (1) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not also related, together with their domestic servants, who maintain a common household in a dwelling.

ARTICLE II

Property Rights

SECTION 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Recreational Facilities, and the Common Area covered by this Declaration, subject to the following provisions:

- (a) The right of Rec Centers to impose fines and suspension of voting rights for nonpayment of homeowner fees or special assessments during any period which any such fee or assessment against the owner's lot remains unpaid, or to impose the same sanctions for other breaches of this Declaration or Rec Center's published rules and regulations for a period not to exceed sixty (60) days. This provision shall be subject to the terms of Article III, Section 7 of this Declaration.
- (b) The right of Rec Centers to establish uniform rules and regulations pertaining to the maintenance and upkeep of the Recreation Facilities, and to amend Rec Center's Bylaws or its published rules and regulations after due notice.
- (c) The right of the Developer (and its sales agents and representatives) to non-exclusive use of the Properties and facilities for display, sales and exhibit purposes, which right shall terminate upon closing of the sale of the last lot in the subdivision by Developer.
- (d) The right of the Association to levy assessments and establish uniform rules and regulations pertaining to the maintenance and upkeep of the common area, buildings and architectural control, and to amend the Association's Bylaws or its published Rules and Regulations after due notice.
- (e) The right of the Association, in accordance with the procedures set forth in its Bylaws, to impose fines and suspend voting rights for non-payment of assessments during any period which any assessment against the owner's lot remains unpaid, or to impose the same sanctions for other

breaches of this Declaration, its Bylaws or the Association's published Rules and Regulations for a period not to exceed sixty (60) days.

SECTION 2. Waiver of Use. Owner may ~~exempt himself~~ ²⁶ from personal liability for homeowner fees or special assessments duly levied by Rec Centers or the Association, or release the lot owned by him from the liens and charges hereof by abandonment of his lot.

SECTION 3. Leasing Restrictions. All leases or rental agreements for individual Units shall be in writing and specifically shall be subject to each and every requirement, covenant and condition of this Declaration, the Articles of Incorporation and Bylaws of Rec Centers, the Articles of Incorporation and Bylaws and duly adopted Rules and Regulations of the Association.

ARTICLE III

Membership in Rec Centers

SECTION 1. Membership in Rec Centers, except for membership of the Governing Board of Directors, shall be limited to lot owners and residents of Sun City West as more specifically set forth in the Articles of Incorporation and Bylaws of Rec Centers, as such may be amended from time to time. An owner of an improved lot shall automatically, upon becoming the owner of the lot improved with a dwelling Unit, be a member of Rec Centers, and shall remain a member of Rec Centers until such time as his ownership ceases for any reason, at which time his membership in Rec Centers shall automatically cease. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and is not intended to include Declarant or Developer.

SECTION 2. A membership in Rec Centers shall not be transferred, pledged or alienated in any way, except upon the sale of such lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of Rec Centers. Rec Centers shall record the transfer upon its books and issue a new membership to a purchaser and thereupon the old membership outstanding in the name of the seller shall be null and void.

SECTION 3. Each and every membership shall be subject to payment of Rec Center homeowner fees and special assessments and all of the provisions of Rec Center's Articles of Incorporation, Bylaws, Master Agreement and these Restrictions, as now in effect or duly adopted or amended.

SECTION 4. Every owner of an improved lot as set forth in Section 1 above which is subject to payment of Rec Center homeowner fees shall be a member of Rec Centers. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to such homeowner fees.

SECTION 5. Additional Rec Center activity cards may be purchased ~~for~~ non-titleholder members of the "single family" of an owner actually residing in the Unit, which cards will entitle the holder to use of Rec Center facilities without the right to actual voting membership in Rec Centers. Such activity cards shall be limited to persons nineteen (19) years of age and older.

SECTION 6. Renter Cards. Renter activity cards may be issued for any unit which shall entitle holders thereof to use of Rec Center facilities. The number of renter activity cards issued for any unit may not exceed the number of paid annual memberships for titleholders of the unit unless an activity card fee is paid for each additional card which equals the current annual homeowner fee. Persons eighteen (18) years of age or younger shall not be entitled to a renter activity card. Rec Centers may charge such additional fees per renter activity card as it deems necessary to cover its cost of administration and issuance of said cards.

SECTION 7. In the event any member is in arrears in the payment of any amount due, pursuant to any provision of this Declaration, for a period of thirty (30) days, or shall be in default in the performance of any provision of this Declaration or the rules and regulations of Rec Centers for a period of thirty (30) days, that member's right to vote as a member of Rec Centers and to use the Rec Center facilities shall, in accordance with the provisions of Rec Center's Bylaws, be suspended and shall remain suspended until all payments are brought current and for a period not to exceed sixty (60) days in the case of other defaults.

ARTICLE IV

Covenant for Rec Center Homeowner Fees

SECTION 1. Creation of the Lien and Personal Obligation of Homeowner Fees. Each owner of any lot other than Declarant and Developer, by acquiring an ownership interest therein, whether or not it shall be so expressed in the conveying document, is deemed to covenant and agree to pay to Rec Centers: (1) annual homeowner fees, and (2) special assessments as authorized by Rec Center's Board of Directors or Governing Board, whichever board is running the affairs of Rec Centers at the time, such assessments to be established and collected as hereinafter provided in Sections 3 through 8.

The annual homeowner fee and any duly adopted special assessment, together with interest, costs of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such fee or assessment is made. Each such fee or assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the Property at the time when the fee or assessment fell due. The personal obligation for the delinquent fee or assessment shall not pass to his successors in title unless expressly assumed by them, or unless prior to the transfer of title as evidenced by the records of the County Recorder or other appropriate governmental agency, a lien for such fee or assessment shall have been filed or recorded with the County Recorder.

SECTION 2. Purpose of Homeowner Fees. The homeowner fees levied by Rec Centers shall be used exclusively to promote the health, safety and general welfare of the residents of Sun City West, and for the improvements and maintenance of the recreational facilities owned by Rec Centers. The homeowner fees shall cover the cost of operation and maintenance of all Rec Center's Properties, facilities, activities, landscaping, costs of additional improvements, taxes and insurance, as may, from time to time, be authorized by Rec Center's Articles of Incorporation and Bylaws.

SECTION 3. Establishment of Homeowner Fee. Each owner of a lot covenants for themselves and their heirs, successors and assigns, that such lot shall be subject to a homeowner fee, in an amount to be determined by Rec Centers, as permitted by this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and Bylaws of Rec Centers. The amount to be prorated among the members of Rec Centers shall be established annually by the Board of Directors or Governing Board as the case may be in accordance with the Articles of Incorporation and Bylaws.

SECTION 4. Minimum Annual Homeowner Fee. As of the date of recording of this Declaration, the annual homeowner fee is Eighty Nine and No/100 (\$89.00) Dollars per record titleholder per year. This amount may be increased or decreased by Rec Centers in accordance with its Articles of Incorporation and Bylaws.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual homeowner fee authorized above, Rec Centers 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 any repair, replacement, or addition of improvements to or upon the Recreational Facilities, provided that any such assessment shall have the assent of the members who are voting in person or by proxy in accordance with Rec Center's Bylaws, at a meeting duly called for this purpose, or at an annual meeting.

SECTION 6. Uniform Rate of Assessment of Homeowner Fee. The annual homeowner fee must be fixed at a uniform rate per titleholder for all lots and may be collected on a monthly or yearly basis. Special assessments must be fixed at a uniform rate for all lots and may also be collected on a monthly or yearly basis.

SECTION 7. Facilities Agreement, Payment of Annual Homeowner Fee, Due Dates. Each owner shall execute and require successive owners to execute a Recreation Centers of Sun City West Recreation Facilities Agreement, and such shall be binding upon and inure to each owner's assigns and successors. Owner and all persons residing on said lot shall abide by the Articles of Incorporation and Bylaws of Rec Centers and any amendments thereto. Initial payment of the annual homeowner fee shall be made at the time of closing of the purchase of a residential Unit and shall be paid annually thereafter.

SECTION 8. Effect of Nonpayment of Homeowner Fee and Special Assessments: Remedies of Rec Centers. Any homeowner fee or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. Rec Centers may bring, without electing a remedy, any and all actions and

seek any and all relief against the owner personally obligated to pay the same, and/or foreclose the lien against the property in a like manner as a mortgage of real property, and such owner hereby expressly grants to Rec Centers the power of sale in connection with said lien. No owner may waive or otherwise escape liability for the homeowner fee or special assessment provided for hereby by non-use of the Recreational Facilities, or abandonment of his lot. In any action taken against an owner to collect delinquent homeowner fees and special assessments, whether through lien foreclosure or otherwise, the owner shall be obligated to pay, in addition to any and all other amounts required herein, all costs and all attorney's fees incurred by Rec Centers in such action.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the homeowner fee and special assessment provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. The sale or transfer of any lot pursuant to a first mortgage foreclosure or a first deed of trust sale, shall extinguish the lien of such homeowner fee or special assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any homeowner fee or special assessment thereafter becoming due or from the lien thereon.

ARTICLE V

Permitted Uses and Restrictions

SECTION 1. Single Family Residential Use. All properties shall be used, improved and devoted exclusively to single family residential use. No gainful occupation, profession, trade, business or other material non-residential use shall be conducted on any such property. Nothing herein shall be deemed to prevent the leasing of any Unit of the subdivision to a single family from time to time by the owner thereof, subject to all of the provisions of this Declaration. No structure whatsoever, other than one (1) private single family residence, shall be erected, placed or permitted to remain on any lot. No boat, truck, trailer, camper or recreational vehicle shall be used as a living area while located on the property. The floor area of the main structure exclusive of garages, carports, and open porches, shall not be less than nine hundred (900) square feet. All buildings shall be constructed of insulated frame construction, brick, cement block or substantial masonry construction.

SECTION 2. Animals. No swine, birds, fowl, poultry, livestock or other animals, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property within the subdivision, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pets shall be maintained on the common area or on individual lots so as to be visible from neighboring property.

SECTION 3. Antennas, Satellite Dishes and Other Signal Reception Equipment. Television reception antennas shall be permitted to be erected upon roofs in the subdivision so long as such antennas are kept

at a reasonable height. Ham radio antennas are not permitted on properties covered by this Declaration. Antennas, satellite dishes and other signal transmission or reception equipment shall not be allowed on any areas owned or maintained by the Association unless permission for such use has first been obtained from the Board of Management of the Association. In the event the Board of Management of the Association approves the installation of satellite dishes on the Properties, satellite dishes shall only be permitted on lots or the common area in the subdivision after first having been approved pursuant to the provisions of Article XV of this Declaration dealing with Architectural Control. In the event the Board of Management of the Association allows the installation of satellite dishes on lots or the common area in the subdivision, they may set such reasonable rules and regulations for the installation as deemed appropriate so long as they are within the following minimum criteria:

- (a) Satellite dishes shall be located as close to the dwelling unit or building as possible and no satellite dish of a diameter greater than nine (9) feet shall be permitted to be installed on any lot at ground level, or on a house at roof level.
- (b) Satellite dishes installed at ground level shall be appropriately screened from the view of neighboring lots with landscaping or fencing and the highest point thereof shall not exceed a height of seven (7) feet above the finished floor of the dwelling unit; dishes mounted at roof level must be mounted on the backyard side and the dish itself must be painted a color which matches the color of the roof structure of the dwelling unit. The maximum height of the satellite dish may not exceed the peak of the roof. Satellite dishes may not be located between buildings.

SECTION 4. No solid wall, fence or hedge of any type greater than three (3) feet six (6) inches in height shall be constructed, placed or maintained closer than twenty (20) feet to the front (street) side of the common area. No side or rear wall or fence other than the wall of the building constructed on any of the said lots shall be more than six (6) feet in height. No hedge located on any portion of any lot or the common area shall be permitted to be more than six (6) feet in height. No chain link or similar material shall be used as fence material on lots or common area in the subdivision. See Section 15. for additional restrictions regarding lots and common areas bordering a golf course.

SECTION 5. Storage Buildings and Sheds. No storage buildings or sheds, whether prefabricated, metal or any other construction whatsoever, whether permanent or temporary, shall be moved, placed, assembled, constructed or otherwise maintained on any lot or the common area which is visible from any adjacent lot, the common area or facing street. Any such structure must first be approved in accordance with Article XV of this Declaration. However, a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained upon the common area, any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structure shall be removed at completion of construction.

SECTION 6. No mobile home, boat, recreational vehicle, trailer of any kind, remodeled bus, or other types of recreational vehicles, or commercial vehicles of any type shall be kept, placed, maintained, parked, or repaired upon any lot, the common area, tract or street (public or private) within the subdivision; provided, however, that the provisions of this paragraph shall not apply to minor vehicle repairs, cleaning, loading or unloading and short term parking which shall be permitted for a cumulative period not to exceed seventy two (72) hours in any calendar month.

SECTION 7. Landscaping, Maintenance of Yards. The Association shall, at all times, keep all shrubs, trees, grass, plantings of every kind, ground cover and other landscaped areas of the common areas neatly trimmed, properly cultivated and maintained and free of trash, weeds and other unsightly material. See Section 15 for additional restrictions regarding lots and common areas bordering a golf course.

SECTION 8. Maintenance and Repair of Buildings. No building, improvement or dwelling unit upon any lot shall be permitted to fall into disrepair, and each building and dwelling unit shall at all times be kept in good condition and adequately painted or otherwise finished. Each owner or the Association, as determined by a vote of the members of the Association, shall maintain in good repair the exterior surfaces, including but not limited to walls, roofs, porches, patios and appurtenants. Nothing shall be done in or to any building which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted pursuant to a validly issued building permit. Carports and garages must be kept in a neat and tidy manner at all times when the interior of the same is visible from the street, the common area or adjoining property.

SECTION 9. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot or the common area within the properties, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior loud speakers, horns, whistles, bells or other loud sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The provisions of this Section shall not apply to Developer so long as Developer is building houses on lots in this subdivision.

SECTION 10. No garbage or trash shall be placed or kept on lots or on the common area except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash or garbage shall be removed from the lots and common area and shall not be allowed to accumulate thereon.

SECTION 11. Outside Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on the properties, and no occupant or owner shall dry clothing so as to be visible from the street, other lots, the common area, or golf course.

SECTION 12. Encroachments. No tree, shrub, or planting of any kind shall be allowed to overhang or otherwise encroach upon sidewalk, street or pedestrian way, from ground level to a height of twelve (12) feet. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.

SECTION 13. Restriction on Further Subdivision. No lot shall be further subdivided or separated into smaller lots or parcels by any owner, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any owner without the prior written approval of the Developer. This provision shall not in any way, limit Developer from subdividing or separating into smaller lots or parcels any property owned by Declarant or Developer. No portion of a lot but for the entire lot, together with the improvements thereon may be rented and then only to a single family.

SECTION 14. Signs. No sign of any kind shall be displayed to public view on any lot or the common area, except one sign of not more than five (5) square feet advertising said Property for sale or rent and except signs used by Developer or its agents or nominees in connection with the development of the properties or the construction or sale of lots. Any signs advertising property for sale or rent shall promptly be removed from the premises upon the close of escrow of any sale or upon the execution of any rental agreement therefore.

SECTION 15. Landscaping of Common Area Along Golf Courses. Landscaping of common areas bordering a Rec Center golf course shall be maintained so as to avoid undue obstruction of the view of the golf course from the lots bordering said golf course. Specifically, but not to the exclusion of the general statement above, no fence, wall, hedge, shrub or other planting which obstructs sight lines at elevations higher than three (3) feet above the finished grade of the common area bordering a Rec Center golf course shall be placed or planted by an owner or the Association in the common area within twenty-five (25) feet of the boundary between the common area and said golf course. Other than as initially installed by Developer, no trees shall be permitted within said designated area of the common area. Landscaping, other than landscaping initially provided and installed by Developer, shall be subject to the provisions of Article XV of this Declaration.

SECTION 16. Landscaping of Individual Lots. Each owner shall, within ninety (90) days after the date he takes possession of a new and unlandscaped unit, substantially complete all landscaping of the premises,

not otherwise landscaped by Developer and maintained by the Association, including, but not limited to front courtyard and rear patio areas. No weeds shall be allowed to remain on any lot, and all landscaping shall be regularly and neatly maintained and trimmed.

ARTICLE VI

Age Restriction

Each dwelling Unit in the subdivision, if occupied, shall be occupied by at least one (1) person not less than fifty (50) years of age and no person eighteen (18) years of age or under shall reside in any dwelling Unit.

ARTICLE VII

Utility Easements

There is hereby created a blanket easement upon, across, over and under the lots and common area within this subdivision for the ingress, egress, installation, replacing, repairing and maintaining of all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said Property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said dwelling units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electric lines, water lines, or other utilities or service lines may be installed or relocated on said premises except as initially programmed and approved by Declarant or thereafter approved by Declarant or the Developer. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

ARTICLE VIII

Each residential lot shall be a separately designated and legally described freehold estate consisting of said residential lot and the improvements thereon.

ARTICLE IX

Homeowner Association; Board of Management; Monthly Assessment

SECTION 1. Membership. Every owner, other than Declarant and Developer, of a lot which is subject to this Declaration shall be a member of the Greenvue Homeowners Association, Inc. (the "Association"). Membership shall be appurtenant and may not be separated from ownership of any lot. Non-title holder occupants, including renters, shall not be members of the Association.

SECTION 2. Purpose of Association. The Association is an Arizona non-profit corporation which will serve as the governing body for all owners and members for the ownership, protection, improvement,

alteration, maintenance, repair, replacement, administration, and operation of the common area, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, maintenance of the properties and buildings located thereon for their intended use and other matters as provided in this Declaration, the Articles of Incorporation, Bylaws and Association rules and regulations. The Association shall not be dissolved, nor shall it dispose of common areas by sale or otherwise.

SECTION 3. Board of Management. The Association shall be governed by a Board of Management which shall consist of not less than three (3) persons who shall, with the exception of the initial Board of Management, be an owner of a lot(s) covered by these restrictions. The Board shall choose a Chairman from among them. The initial Board of Management shall be appointed by Developer in accordance with the Articles of Incorporation and Bylaws of the Association. The initial Board of Management shall serve until fifty-one percent (51%) of the lots covered by this Declaration have been sold and transferred. After fifty-one percent (51%) of the lots have been sold and transferred, Developer shall call a meeting of the Association where, among other business, a Board of Management consisting of owners of lots covered by these restrictions shall be elected. Thereafter, annual elections shall be held for the purpose of electing a Board of Management under such rules and regulations as shall be adopted by the Association. The Board so elected shall serve without pay. The Board shall have the right to substitute or appoint new members of the Board of Management from time to time in the event one (1) or more of the Board shall become unable or unwilling to continue to serve in such capacity, or is no longer a resident of said property.

SECTION 4. Voting. For purpose of voting, each lot shall constitute one (1) voting unit, it being understood that the owners of each lot shall be entitled to one (1) vote among them, regardless of the number of persons who may own such lot.

SECTION 5. Rights and Duties of Association. The Association, through its Board of Management, shall have the following rights and powers with respect to each owner and to the common area:

- (a) To levy monthly assessments, payable in advance, against each residential lot.
- (b) To use and expend the assessments collected to maintain, care for and preserve the common area, grounds and improvements as well as to maintain, care for and preserve the exterior surfaces of the buildings excluding glass surfaces. Interiors of dwelling units, private courtyards and patios, and driveways and entry walkways of each lot shall be maintained by the owner thereof.
- (c) To pay taxes and assessments levied and assessed against real property, and such equipment and tools, supplies, and other personal property as are owned by the Association for the common benefit of all unit owners.

- (d) To pay for insurance, water, sewer, electricity and other utilities and expenses applicable to the common area and to the lots as shall be determined by vote of the Association.
- (e) To repair and replace common facilities, machinery and equipment as is necessary and convenient, in the discretion of the Board.
- (f) To provide for the construction of additional common facilities, from time to time, as in their discretion appears to be in the best interest of the owners and the properties and as shall not be inconsistent with this Declaration. Any such construction, improvements or additions shall be authorized by a majority vote of the members of the Association at a duly called meeting at which a quorum is present.
- (g) To insure, and keep insured, all buildings, as well as improvements on the common area, and the owners thereof, against loss from fire or other casualty, and to purchase same and such other insurance as the Board may deem advisable. Such insurance may, at the discretion of the Board, be taken in the name of the Board for the benefit of all the lot owners, or in such other manner as the Board may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional assessment in proportionate amounts as to each unit to cover such deficiency. Such insurance may, at the discretion of the Association, include coverage for contents of individual dwelling units, and the responsibility for the determination and acquisition of sufficient insurance shall be the responsibility of each individual lot owner.
- (h) To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from the owners of lots for violations of the covenants herein contained on the part of the owners to be performed, or for violation of the rules hereinafter referred to.
- (i) To protect and defend the property from loss and damage by suit or otherwise.
- (j) To employ and dismiss workmen, maids, janitors, gardeners, lawyers, accountants and any others necessary to carry out the rights and powers herein granted and to purchase supplies and equipment, to enter into contracts and generally to have the powers of managers in connection with the matters hereinabove set forth, except that the Board of Management, or any officer elected thereby, may not encumber or dispose of the interest of any owner except in order to satisfy a judgment against such owner for violation of the owner's covenants imposed by these restrictions.
- (k) To make and enforce reasonable rules and to amend the same from time to time, and such rules and amendments shall be binding upon the owners when the owners of a majority of the

units have approved them by vote or in writing. A copy of such rules and all amendments shall be delivered to each lot owner.

- (l) To create an assessment fund into which the Board of Management shall place all sums collected by assessments or otherwise, the assessment fund to be used and expended for the purpose herein set forth.
- (m) To render to the owners annual statements of receipts and expenditures.
- (n) To appoint officers and agents to carry out the business of the Association.
- (o) To enter into or renew agreements with persons or firms to manage the common area only and carry out the rights and powers herein granted to the Board of Management.

SECTION 6. Articles and Bylaws. The manner in which the Association holds meetings and attends to other corporate formalities shall be controlled by the provisions of the Bylaws, the Articles of Incorporation, and this Declaration. In the event of any dispute or disagreement between any owners or any other persons subject to this Declaration relating to the properties, this Declaration shall control.

The Board of Management of the Association shall be elected by a majority vote of the total votes cast by the membership at a meeting attended by a quorum as called for by the Bylaws, except that, until sixty percent (60%) of the lots subject to this Declaration have been conveyed, the Developer shall have the right to appoint the members of the Board of Management without a meeting and without a vote of the members.

SECTION 7. Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, Declarant, Developer, and every director, officer, or committee member of the Association shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at the request of, the Association may in the discretion of the Board of Management be indemnified by the Association.

SECTION 8. In the event any of the common area improvements are destroyed through the negligent or culpable act of an owner or any guests, agents, or members of his family, such owner does hereby irrevocably authorize the Association to repair said damaged area or element and the Board shall so repair said damaged area or element. The culpable owner shall then repay the Association in the amount actually expended for said repairs, as follows:

- (a) Each lot owner agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, the amount owed by said owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.

- (b) Each such owner, by his acceptance of a deed to a residence lot hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner for the collection of such charges by all methods available for the enforcement thereof.
- (c) In the event of a dispute between an owner and the Association with respect to the cause of damage or to the extent of repairs necessitated with respect to the cost thereof, then upon written request of the owner addressed to the Board of Management of the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Board of Management. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by the Board of Management and one chosen by the owner. The two (2) arbitrators shall then choose a third arbitrator. If the two (2) arbitrators cannot agree as to the selection of the third arbitrator, then selection of the third arbitrator shall be made by any Judge of the Superior Court of Maricopa County, Arizona. A determination by any two (2) of the three (3) arbitrators shall be binding upon the owner and the Association. The owner and the Association shall share the cost of arbitration equally. In the event one (1) party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

SECTION 9. Until control of the Association is turned over to the owners pursuant to Section 3 of this Article, Developer shall subsidize the operating and maintenance expenses of the Association. During the period of Developer's subsidy, Developer shall collect a monthly assessment for utilities, common area and landscape maintenance in an amount as estimated by it, from each Purchaser of a dwelling unit beginning with the first month following each dwelling unit's closing. Developer, shall use said assessments, which it collects for expenses incurred by the Association including but not limited to charges for insurance, water, sewer, common area, and landscape maintenance. Following turnover of control of the Association to the owners of lots other than Developer, Developer shall continue to pay the monthly assessment to the Association for each lot owned by Developer less that portion of the assessment which covers trash collection charges, since none is required of an unoccupied dwelling unit or lot.

SECTION 10. That for the purpose of enforcing the terms of this Article, the Association and Developer, as their interest may appear, are hereby granted a lien against the interest of any owner of any lot, his heirs, executors, administrators or assigns, to secure the faithful performance of each and every term and condition set forth herein and in the event of non-performance or default by any such owner, the lien against the interest of such owner in said lot may be foreclosed by the Association or Developer in the same manner as a realty mortgage and that any redemption thereafter shall, nevertheless, be subject to the lien herein created as to other or future events or non-performance or default;

provided, however, it is specifically understood and agreed that any lien herein created or which at any time accrues by virtue of the provisions hereof and the terms hereof, shall at all times be subordinate and inferior to the lien and the terms and conditions of any bona fide first mortgage or first deed of trust in which a lending institution is the lien holder, whether such first mortgage or first deed of trust be now in existence or be hereafter made and placed against all or any portion of the described premises and the improvements thereon. It is the intention that the lien herein created shall be secondary and subordinate to any such bona fide institutional first mortgage lien or deed of trust regardless of the time such mortgage lien or first deed of trust is placed of record.

SECTION 11. The holder of a first mortgage or first deed of trust of any lot is, upon written request, entitled to written notification from the Association of any default by the mortgagor of that residential lot in the performance of such mortgagor's obligations under this Declaration of Restrictions, or any other rules or regulations made pursuant thereto which are not cured within thirty (30) days.

SECTION 12. Any holder of a first mortgage or first deed of trust which comes into possession of the residential lot covered by that mortgage or deed of trust pursuant to the remedies provided in the first mortgage or first deed of trust or foreclosure of the first mortgage or first deed of trust, shall take the property free of any claims for unpaid assessments or charges from the Association against the mortgaged lot which accrued prior to the time such holder comes into possession of the lot. However, said lot is not exempt from claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges, to all lots including the mortgaged lot.

SECTION 13. If any lot has a holder of a first mortgage or deed of trust pursuant thereto, said mortgagee shall have the right, upon written request, to examine the books and records of the Board of Management.

SECTION 14. The Association shall provide a comprehensive policy of public liability covering all common areas of the properties. Such insurance shall contain a "Severability of Interest" clause which shall preclude the insurer from denying the claim of any residential unit owner covered herein because of the negligent acts of the Association or other lot owners.

SECTION 15. The right of partition or to seek partition shall not be available to any person, partnership, association or corporation owning any interest of any kind whatsoever in and to all or any portion of any lot covered by this Declaration.

SECTION 16. Initial Advisory Board of Owners. An initial Advisory Board of Owners shall be appointed, which shall consist of three (3) members appointed by Developer from among the owners of the first lots conveyed in the Properties. The initial Advisory Board shall serve until the first official meeting of the Association following conveyance of fifty-one percent (51%) of the lots covered by this Declaration, at which time said Advisory Board shall be dissolved and replaced by the Board of Management elected at said meeting. Members of the Advisory Board shall

serve on the Architectural Committee along with the members of the initial Board of Management. Thereafter, the Association, through its Board of Management, shall determine whether a separate Architectural Control Committee shall continue to be appointed by the Board of Management, or whether the duly elected Board of Management shall take over the duties and responsibilities of this committee.

SECTION 17. Conveyance of Common Area. The common area shall be conveyed to the Association no later than thirty (30) days following the conveyance of the first lot covered by this Declaration.

ARTICLE X

Exterior Maintenance - Easements

SECTION 1. Exterior Maintenance. In addition to maintenance upon the common area, the Association shall provide exterior maintenance (excluding glass surfaces) upon the dwelling unit of each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for exterior building surfaces, fences and walls, gutters, down spouts and public sidewalks. Subject to a majority vote of the Association, roofs may also be included in the maintenance to be provided by the Association.

SECTION 2. Easement. The Association shall have and is hereby granted an easement from each lot owner on and across each lot for the limited purposes of building maintenance as set forth in Section 1 hereof.

SECTION 3. Damage by Owner. In the event that the need for maintenance or repair of a lot or dwelling unit thereon is caused through the willful or negligent act of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such maintenance or repair shall be a debt of said owner, and may be collected by any lawful manner prescribed for the collection of such a debt by the laws of the State of Arizona.

ARTICLE XI

Interior and other Maintenance

Each owner shall be responsible for the upkeep and maintenance of the interior of his dwelling unit and for the upkeep and maintenance of individual patios and all other areas, features, or parts of his lot and dwelling unit not otherwise maintained by the Association. All fixtures and equipment installed within a dwelling unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a dwelling unit, shall be maintained and kept in repair by the owner thereof. This shall be deemed to include all heating and air conditioning equipment for the dwelling unit. Termite control shall be the responsibility of the owner. An owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely effect the other dwelling units or their owners.

ARTICLE XII

Encroachment

If any portion of the Common Areas shall actually encroach upon any lot, or if any dwelling unit constructed upon any lot shall actually encroach upon any portion of the Common Areas, or if any dwelling unit constructed upon any lot shall actually encroach upon any other lot, whether such encroachment results from the initial construction or from subsequent repair, reconstruction, settlement or shifting, there shall be deemed to be mutual easements in favor of the Association as owner of the Common Areas and the respective lot owners involved to the extent of such encroachment so long as the same shall exist provided, however, that such easement shall not result from any alteration, addition or improvement made by an owner, except Developer, without the prior written approval of the Board of Management. The Association shall at all times have the right to maintain any Common Areas now existing or hereafter constructed, regardless of any encroachment now or hereafter existing of any such Common Areas upon any lot.

ARTICLE XIII

Access for Ingress and Egress, Maintenance and Easement

SECTION 1. Access. The paved driveway from the street to each individual lot, and the paved walkway to the front entry of each individual lot shall be maintained and repaired by each individual lot owner served by said driveway or walkway. Any modification, expansion or addition to said driveways or walkways shall be subject to the provision of Article XV.

Section 2. Easement. There is hereby created a non-exclusive easement upon, across and over the Common Area limited to the driveway and walkway for each lot in favor of each individual lot owner for ingress and egress to and from each individual lot and the replacing, repairing and maintaining of each individual lot owner's driveway and front entry walkway.

ARTICLE XIV

Party Walls

SECTION 1. General Rules of Law. Each wall, including patio or courtyard walls, which is constructed as part of the original construction of the dwelling unit, any part of which is placed on the dividing line between separate dwelling units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto. The preservation and structural repair of any one of said party walls, except for interior decoration, shall be the joint duty and obligation of the owners sharing the particular party wall. No structural changes in any party wall shall be undertaken without the prior written consent and approval of the Association and each of the adjoining owners which share use of the wall.

SECTION 2. Sharing of Repairing Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use. In the event any such party wall is damaged or destroyed through the act of one adjoining owner or any of his guests, tenants, licensees, agents or members of his family, then such responsible party shall forthwith proceed to rebuild or repair the same to as good condition as formerly without cost to the adjoining owner. Liability and damages pursuant to this section shall be established in accordance with the generally accepted law of the State of Arizona.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof, in equal proportions; without prejudice, however, to the right of any such owner to call for larger contributions from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Right to Contribution Runs With the Land. The right of any owner to contribution from any other owner under this Article shall be pertinent to the land and shall pass to such owners and successors in title.

SECTION 5. Negligent Exposure to the Elements. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 6. Consent to Alter. In addition to meeting the owner requirement of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his dwelling unit in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner and the Association. Such written consent shall not be unreasonably withheld.

SECTION 7. Arbitration. In the event of a dispute between owners with respect to the construction, repair or maintenance of a party wall, or with respect to the sharing of the costs thereof, such adjoining owner shall submit the dispute to the Board of Management of the Association, the decision of which shall be binding. If the Board of Management fails or refuses to resolve any such dispute, then the matter may be submitted to arbitration under such rules as may be from time to time adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two (2) so chosen, or, if the arbitrators cannot agree as to the selection of the third arbitrator within ten (10) days, then by any judge of the Superior Court of Maricopa County, Arizona. A determination of the matter signed by any two (2) of the three (3) arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for

arbitration from the other party, then the other party shall have the right and power to choose both arbitrators.

SECTION 8. Easement for Repair or Replacement of Party Wall. Each owner shall permit the adjacent dwelling unit owner or its representatives, when so required, to enter his dwelling unit or lot for the purposes of repairing or replacing a party wall; provided, that request for entry therein for purposes of said repairing or replacing shall be made in advance and such entry shall be at the time reasonably convenient to the owner of such lot. In the case of an emergency such right of entry shall be immediate.

ARTICLE XV

Architectural Control

SECTION 1. No building, fence, wall, antenna, satellite dish, tower, awning, sign or any other structure of any kind or character shall be constructed, erected, placed or maintained upon the common area, or any lot, nor shall any exterior addition, change or alteration (including, but not limited to painting, decorating, planting, awnings and exterior window treatments) be made to any dwelling unit covered by these restrictions, including without limitation changes to any exterior wall or entryway, whether or not part of any lot, which is visible from any other lot or the common areas, or a facing street, and no additions to, changes in, or alterations of landscaping, grade or drainage shall be made in the common areas, until plans and specifications showing the nature, kind, color, shape, height, materials, location and other physical attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Management or by an architectural committee appointed by the Board of Management. The Board of Management, or such Architectural Committee, if one has been appointed, shall have at least thirty (30) days after the proper plans and specifications have been received by it, to review the same, and must approve or deny the same in writing at its next regularly scheduled meeting after the expiration of said thirty (30) day period. In the event the Board of Management, or such Committee, has not given its written approval or disapproval as specified herein, such approval will not be required, and this paragraph will be deemed to have been fully complied with. The restrictions contained in this paragraph shall not apply to the Developer or Declarant in any way.

ARTICLE XVI

General Provisions

SECTION 1. Enforcement. The Association, the Sun City West Property Owners and Residents Association (PORA), or its successor, and Rec Centers may, but shall not be obligated to enforce these restrictions upon receipt of a written request from the owner or owners of one or more of the lots covered hereby. Rec Centers, PORA, the Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration in any court of appropriate jurisdiction and shall be entitled to any other appropriate relief

including money damages, reasonable attorney's fees and court costs. Failure by Rec Centers, PORA, the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Lot owners and the Association irrevocably grant to the Developer, its successors or designees, the right, at the option of Developer, to remove any weeds or debris from lots and common area in the subdivision. The Association shall pay all expenses for said removal of weeds or debris.

SECTION 3. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or a court order shall in no wise affect any other provisions thereof which shall remain in full force and effect.

SECTION 4. Amendment. Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the owners of not less than fifty one percent (51%) of the lots, or by a vote of not less than fifty one percent (51%) of the owners of lots at a meeting of the Association called for that purpose. Any amendment must be recorded.

SECTION 5. Violations and Nuisances. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, Developer, Rec Centers, PORA, the Association or any owner or owners of lots within the development.

SECTION 6. Violation of Law. Any violation of laws, ordinances or regulations of any state, county or other local authority having jurisdiction over the subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

SECTION 7. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

SECTION 8. Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to an owner at the address of any lot within the subdivision owned, in whole or in part, by him or to any other address last furnished by an owner to the Association, the Developer or to Rec Centers.

SECTION 9. The Declaration. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership interest in any of the real property covered by this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives,

successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendment thereto. In addition, each such person by so doing thereby acknowledges that this Declaration set forth a general scheme for the improvement and development of the real property covered hereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

SECTION 10. Headings; Construction. The headings which have been used throughout this agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this agreement. Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and visa versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15 day of September, 1986.

FIRST AMERICAN TITLE INSURANCE COMPANY
OF ARIZONA, an Arizona corporation,
as Trustee

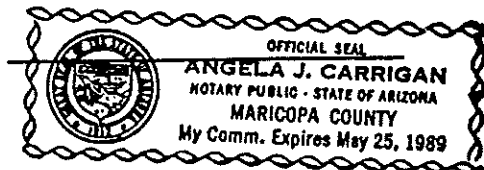
By: C.B. Cunningham
C.B. Cunningham, Trust Officer

STATE OF ARIZONA }
County of Maricopa } ss.

On this 15 day of September, 1986, before me, a Notary Public, personally appeared C.B. Cunningham, known to me to be the Trust Officer of FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, and that he executed the within instrument and acknowledged to me that such corporation executed the same.

[Signature]
Notary Public

My Commission Expires:



R E Q U E S T

The undersigned Beneficiary has requested said Trustee to execute and issue this Declaration of Covenants, Conditions and Restrictions for the purposes therein set forth.

DATED this 9th day of September, 1986.

DEL E. WEBB DEVELOPMENT CO., L.P.,
a Delaware limited partnership by
DEL E. WEBB COMMUNITIES, INC.,
an Arizona corporation,
its General Partner

By: [Signature]
Paul H. Tatz, President

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 9th day of September, 1986, before me, the undersigned, a Notary Public, personally appeared Paul H. Tatz, who acknowledged himself to be the President of DEL E. WEBB COMMUNITIES, INC., an Arizona corporation, the General Partner of DEL E. WEBB DEVELOPMENT CO., L.P., a Delaware Limited Partnership, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Partnership, as Beneficiary, by himself as such officer of the General Partner.

[Signature]
Notary Public

My Commission Expires:

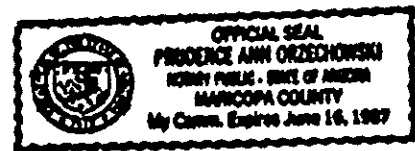


EXHIBIT "A"

R.H. JOHNSON RECREATION CENTER AND LIBRARY

BEARDSLEY PARK RECREATION CENTER

PEBBLEBROOK GOLF COURSE

STARDUST GOLF COURSE

GRANDVIEW GOLF COURSE