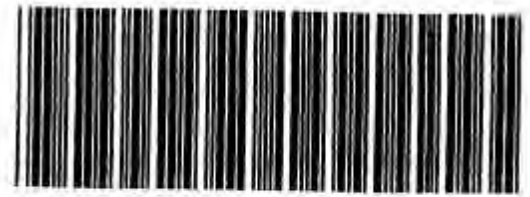


RETURN TO  
TRACK DOWN, INC.

When Recorded Mail To:

ABEVA  
2525 E. Arizona Biltmore Circle  
Building D, Suite 145  
Phoenix, AZ 85016



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2001-0136855 02/23/2001 03:54

151000 1 OF 1

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ARIZONA BILTMORE ESTATES**

This Second Amendment to Declaration is made this 7 day of February, 2001, by the Arizona Biltmore Estates Village Association, an Arizona Nonprofit Corporation ("Association").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated February 5, 1976 was recorded on February 5, 1976, in Docket 11531, beginning at page 1080, in the office of the County Recorder of Maricopa County ("Official Records") as amended by that certain Supplementary Declaration of Covenants, Conditions and Restrictions dated as of August 31, 1977 and recorded on September 2, 1977 in Docket 12414, beginning at page 334 in the Official Records, that certain Termination of Covenants, Conditions and Restrictions dated December 11, 1978 and recorded on December 13, 1978 in Docket 13327, Beginning at page 1109 in the Official Records, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Arizona Biltmore Estate Village Association dated as of December 16, 1981 and recorded on December 22, 1981 in Docket 15718, beginning at page 493, that certain Agreement dated February 11, 1983 and recorded on May 26, 1983 at 83-200630 in the Official Records (hereinafter the "CC&Rs"); AND

WHEREAS, the CC&Rs provide in Article XVII, Section 5 that the CC&Rs may be amended if the proposed amendment is (a) approved by the written assent or vote of those Members of the Association possessing not less than fifty-one percent (51%) of the voting power of the Association; and (b) is approved in writing by the Benefited Property Owner; AND

WHEREAS, pursuant to Section 4.6 of that certain Agreement dated February 11, 1983 between Arizona Biltmore Hotel, Inc., an Arizona corporation ("ABH"), and the Association, which was recorded in the Official Records at 83-200630 (hereinafter the "Agreement"), ABH, as the Benefited Property Owner and the Class B Member under the CC&Rs, assigned to the Association ABH's right to approve amendments to the CC&Rs except with respect to any amendment which affects the rights, powers or obligations of ABH under the CC&Rs; AND

WHEREAS, the current Owner of Lot 14, Squaw Peak Vista, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 185 Page 33,

and Lot 7, Biltmore Estates, according to the plat of record Book 22, Page 29, Records of Maricopa County Recorder (hereinafter referred to as the "BRN Property") is BRN Properties Limited Partnership, an Arizona limited partnership (hereinafter "BRN"); AND

WHEREAS, BRN desires to purchase a portion of Parcel 20, Arizona Biltmore Estates, Book 183 of Maps, Page 35, Records of Maricopa County Recorder ("Parcel 20") adjacent to the BRN Property for good and valuable consideration. The portion of Parcel 20 BRN desires to purchase for good and valuable consideration is described on Exhibit A attached hereto (the "Purchase Property"); AND

WHEREAS, Parcel 20 (including the Purchase Property) is owned by Chicago Title Insurance Company, a Missouri corporation, as trustee under Chicago Title Insurance Company Trust Number 20615 created by a Trust Agreement dated February 11, 1983, as amended and assigned (hereinafter the "Trust Agreement"); AND

WHEREAS, the Purchase Property comprises a portion of the "Loop Road" as defined in the Trust Agreement; AND

WHEREAS, Association and "KSL" (as defined below) are the beneficiaries under the Trust Agreement; AND

WHEREAS, the Purchase Property is also a part of the "Common Area" as that term is defined in Article I, Section 10 of the CC&Rs; AND

WHEREAS, the CC&Rs do not provide for the conveyance for value of a portion of the Common Area; AND

WHEREAS, as required by Article XVII, Section 5 of the CC&Rs, the Members of the Association possessing not less than fifty-one percent (51%) of the voting power of the Association having approved by written assent or vote the following amendment to the CC&Rs as evidenced by the Secretary's Certificate set forth below; AND

WHEREAS, the Association having approved the following amendment to the CC&Rs as the Class B Member; AND

WHEREAS, KSL Biltmore Resort, Inc., a Delaware corporation, as successor to ABH (with mesne assignments between such parties) as the Benefited Property Owner, having approved the following amendment for the limited purposes set forth herein, as specific consent under the Trust Agreement to the conveyance in fee simple of the Purchase Property to BRN for good and valuable consideration, and as specific consent and agreement that the entire proceeds of such conveyance in fee simple will be the sole property of the Association.

///

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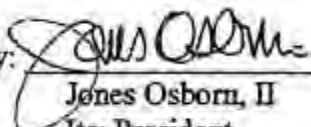
NOW THEREFORE, the CC&Rs are hereby amended to add the following paragraph (g) to Article XII of the CC&Rs:

"(g) The right of the Association to direct the trustee holding fee simple title to Parcel 20 under the Trust Agreement, to convey, in fee simple to BRN for good and valuable consideration, that portion of Parcel 20 described on Exhibit A to the Second Amendment to Declaration of Covenants, Conditions and Restrictions to BRN.

FURTHER, from and after recordation of the special warranty deed conveying the BRN Property to BRN, all references to Parcel 20 contained in the CC&Rs shall mean Parcel 20 less the Purchase Property.

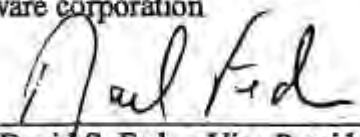
APPROVED AND CONSENTED this 8th day of February, 2001 by the Arizona Biltmore Estates Village Association.

ARIZONA BILTMORE ESTATES VILLAGE  
ASSOCIATION,  
an Arizona Nonprofit Corporation, as the Benefited  
Property Owner

By:   
Jones Osborn, II  
Its: President

APPROVED AND CONSENTED this 12th day of February, 2001 by KSL Biltmore Resort, Inc.

KSL BILTMORE RESORT, INC.,  
a Delaware corporation

By:   
David S. Feder, Vice President

### SECRETARY'S CERTIFICATE

I, William R. Hogan, being the duly elected Secretary of the Arizona Biltmore Estates Village Association hereby certify that the foregoing amendment has been approved by the written assent or vote of those Members of the Arizona Biltmore Estates Village Association possessing not less than fifty-one percent (51%) of the voting power of the Arizona Biltmore Estates Village Association.

By: William R. Hogan  
William R. Hogan, Secretary,  
Arizona Biltmore Estates Village Association

Date: 2-7-01

State of Arizona )  
) ss.  
County of Maricopa )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 7<sup>th</sup> day of February, 2001, by William R. Hogan, the Secretary of Arizona Biltmore Estates Village Association, an Arizona nonprofit corporation, for an on behalf of the corporation.

My Commission Expires: Ellen Rendino  
Notary Public

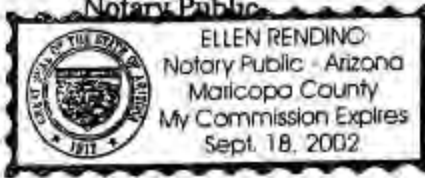
State of Arizona )  
) ss.  
County of Maricopa )



SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 8<sup>th</sup> day of February, 2001, by Jones Osborn, II, the President of Arizona Biltmore Estates Village Association, an Arizona nonprofit corporation, for an on behalf of the corporation.

My Commission Expires: Ellen Rendino  
Notary Public

State of Arizona )  
) ss.  
County of Maricopa )



SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 12<sup>th</sup> day of February, 2001, by David S. Feder, Vice President of KSL Biltmore Resort, Inc., a Delaware corporation, for and on behalf of the corporation.

My Commission Expires: 8/1/2004  
Jennifer Lynn Bradley  
Notary Public



When recorded return to:  
A. Good  
Streich, Lang, Weeks & Cardon  
P.O. Box 471  
Phoenix, AZ 85001

15718-493

115212

FIRST AMENDMENT TO  
DECLARATION OR COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
ARIZONA BILTMORE ESTATES VILLAGE ASSOCIATION

THIS AMENDMENT is made this 16th day of December, 1981, by ARIZONA BILTMORE HOTEL, INC, an Arizona corporation, hereinafter referred to as "ABH".

WHEREAS, Arizona Biltmore Estates, Inc., a Delaware corporation ("ABH"), executed and recorded a Declaration of Covenants, Conditions and Restrictions dated February 4, 1976 and recorded February 5, 1976, in the office of the Maricopa County Recorder, Arizona, in Docket 11531, pages 1080-1130, inclusive (the "Declaration"), which Declaration granted certain benefits, rights of enforcement and obligations to the Benefited Property Owner under the Declaration, any amendments thereto and any Supplemental Declarations filed pursuant to Article XIV of the Declaration.

WHEREAS, ABE, the Benefited Property Owner, assigned to Rostland Arizona, Inc., an Arizona corporation ("Rostland"), all of its benefits, rights of enforcement and obligations as Benefited Property Owner by Assignment dated October 30, 1980, and recorded October 31, 1980, in the Office of the Maricopa County Recorder, Arizona, in Docket 14799, pages 7 and 8, inclusive; and Rostland subsequently assigned to ABH all of its benefits, rights of enforcement and obligations as Benefited Property Owner by Assignment dated December 31, 1980, and recorded September 25, 1981, in the Office of the Maricopa County Recorder, Arizona, in Docket 11541, page 1071.

WHEREAS, pursuant to Article XVII, Section 5, the Declaration may be amended by (i) written assent or vote of not less than fifty-one percent (51%) of the Members of Arizona Biltmore Estates Village Association, an Arizona non-profit corporation (the "Association") and (ii) the written approval of the Benefited Property Owner.

WHEREAS, at the Annual Meeting of the Members of the Association held September 30, 1981, a majority of the Members approved the amendments to the Declaration set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Amendments") by written ballots collected and counted by Corki Noonan, Maria Conchata, Tom Shelton, Cindy Brown, Delaine Bash and Penny Gardner as election officials, as evidenced by the Certificate of Tellers of Election attached hereto as Exhibit B.

NOW, THEREFORE, inasmuch as the signature of the Benefited Property Owner below shall be conclusive evidence of its approval of the Amendments, the Declaration is hereby amended as set forth in the document attached hereto as Exhibit "A".

Except as amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, ABH has executed this Amendment as of the day and year first above written.

ARIZONA BILTMORE HOTEL, INC.,  
an Arizona corporation

By: *V. S. Schweigert*  
V. S. Schweigert  
Executive Vice President  
BENEFITED PROPERTY OWNER

DEC 22 1981 - 4 00

STATE OF ARIZONA  
COUNTY OF MARICOPA

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Phoenix, Arizona, this 22nd day of December, 1981.

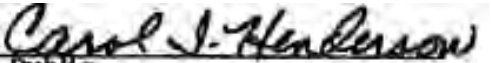
STREICH, LANG, WEEKS & CARDON

15718  
493-497  
303

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 16th day of December, 1981, by V. S. SCHWEIGERT, the Executive Vice President of ARIZONA BILTMORE HOTEL, INC., an Arizona corporation, for and on behalf of the corporation.

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

  
Notary Public

My commission expires:  
January 11, 1984

EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

That Section 10 of Article XVII of the Declaration be amended in its entirety to read as follows:

"Section 10-Notices. In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or more co-Owners shall be deemed delivery to all the co-Owners, or such notice may be delivered by United States mail to the Owner at the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot, and any notice so deposited in the mail within Maricopa County, Arizona, shall be deemed delivered ten days (10) days after such deposit."

EXHIBIT "B"

CERTIFICATE OF TELLERS OF ELECTION  
OF ANNUAL MEETING OF MEMBERS

DK 15718 496

September 30, 1981

We, the undersigned, duly appointed Tellers of Election at the Annual Meeting of Members of Arizona Biltmore Estates Village Association held at the Arizona Biltmore Hotel Conference Center Casa Grande-Flagstaff rooms, Phoenix, Arizona on September 30, 1981, at 6:30 p.m., hereby certify:

1. The number of members entitled to vote at said meeting was as follows:

Class A	Class B
1,057	1,101

2. There were present at said meeting, in person or by proxy, the following number of members:

Class: A	Class B
796	1,101

constituting 87.91% of the members entitled to vote at said meeting, which constituted a quorum.

3. We tabulated and inspected the ballots for ratification of amending Article V of the Articles of Incorporation of the Association and the proposed amendment received the following number of votes:

FOR	AGAINST
1,495	145

constituting a majority of votes for ratification of amending Article V of the Articles of Incorporation of the Association.

4. We tabulated and inspected the ballots for ratification of amending Section 4, Article IV of the Articles of Incorporation of the Association and the proposed amendment received the following number of votes:

FOR	AGAINST
1,614	17

constituting a majority of votes for ratification of amending Section 4, Article IV of the Articles of Incorporation of the Association.

5. We tabulated and inspected the ballots for ratification of amending the second sentence of Article IV of the Declaration of Covenants, Conditions and Restrictions of the Association and the proposed amendment received the following number of votes:

FOR	AGAINST
197	1,430

constituting a majority of votes against ratification of amending the second sentence of Article IV of the Declaration of Covenants, Conditions and Restrictions of the Association.



6. We tabulated and inspected the ballots for ratification of amending Section 10, Article XVII of the Declaration of Covenants, Conditions and Restrictions of the Association and the proposed amendment received the following number of votes:

FOR	AGAINST
1,625	6

constituting a majority of votes for ratification of amending Section 10, Article XVII of the Declaration of Covenants, Conditions and Restrictions of the Association.

7. We tabulated find inspected the ballots for ratification of amending Sections 10 and 12 of Article III, the last sentence of Section 4 of Article III and Section 3 of Article II of the Declaration of Covenants, Conditions and Restrictions of the Association and the proposed amendment received the following number of votes:

FOR	AGAINST
1,313	310

8. We tabulated and inspected the ballots for ratification of Addendum B (Security Assessment) and the addendum received the following number of votes:

FOR	AGAINST
127	1,566

constituting a majority of votes against ratification of Addendum B (Security Assessment).

9. We tabulated and inspected the ballots for ratification of Addendum C (Capital Improvement Assessment) and the addendum received the following number of votes:

FOR	AGAINST
128	1,566

constituting a majority of votes against ratification of Addendum C (Capital Improvement Assessment).

*Corki Newman*  
Corki Newman

*Tom Shelton*  
Tom Shelton

*Delaine Bush*  
Delaine Bush

*Maria Conchata*  
Maria Conchata

*Cindy Brown*  
Cindy Brown

*Fenny Gardner*  
Fenny Gardner

Subscribed and sworn to before me this 16. day of December, 1981.

*[Signature]*  
Henry Public

My commission expires:  
*October 11, 1982*

WHEN RECORDED MAIL TO:  
Brian I. Zemp, Esq.  
P.O. Box 2290  
Phoenix, AZ 85002

NO 138892 99.5  
308825

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

ARIZONA BILTMORE ESTATES

MARICOPA COUNTY, ARIZONA

THIS AMENDMENT TO DECLARATION made this 25th day of October, 1979, by ARIZONA BILTMORE ESTATES, INC., a Delaware corporation. ARIZONA BILTMORE ESTATES, INC., its successors and assigns, shall be hereinafter referred to as "Declarant").

RECITALS

A. Declarant has heretofore executed a Declaration or Covenants, Conditions and Restrictions dated February 5, 1976, which was recorded on February 5, 1976, in Docket 11531, beginning at page 1080, at the office of the Maricopa County, Arizona, Recorder (the "Declaration").

B. Article XVII, section b, of the Declaration provides that it may be amended with the written assent and approval of fifty-one percent (51%) of the voting power of the Arizona Biltmore Estates Village Association and the Benefited Property Owner.

C. Declarant has fifty-one percent (51%) of the voting power of the Arizona Biltmore Estates Village Association, and is the Benefited Property Owner as said term is defined

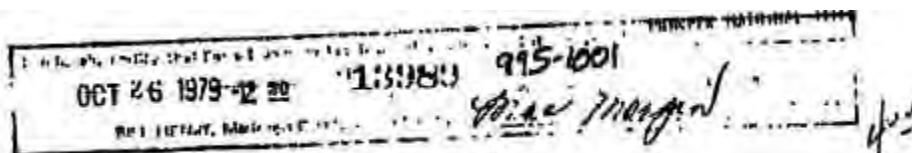
D. The Declarant, the Arizona Biltmore Estates Village Association, and the benefited Property Owner desire to amend the Declaration in certain respects.

NOW, THEREFORE, Declarant with the consent of the Arizona Biltmore Estates Village Association and the Benefited Property Owner, hereby amends Article XI, Sections 1 and 2, to read as follows:

ARTICLE XI  
Use Restrictions

Section 1 - Residential Use. With the exception of the Association Common Area and Homeowner Common Areas, and the Access Easement described in Exhibit "F" attached hereto, the Covered Property shall be used for residential or residential apartment purposes only.

Section 2 - No Commercial Use. Subject to the provisions of Section 4 of the Article hereof entitled "Easements", the Access Easement described above which may be used for commercial purposes, and except to an incidental extent or in connection with operation of an apartment project, no part of the Covered Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial manufacturing, mercantile, or other such nonresidential purposes; provided, however, that the Association shall have the right to establish operate and maintain, or to authorize another party to establish operate and maintain, in or on the Common Area, food, beverage, recreational and athletic services that it deems appropriate for the enjoyment of the Common Area, regardless of whether such facilities and services are of a commercial nature. The Benefited Property Owner, in its sole discretion, and without the consent of the Association.



shall have the rights specified to the Association in the previous sentence with respect to the Apartment Areas. The Association shall also have the right to authorize similar facilities and services in Homeowner Common Areas.

IN WITNESS WHEREOF, this Amendment is executed as of the date above set forth.

ARIZONA BILTMORE ESTATES, INC.,  
a Delaware corporation

By [Signature]  
Its: Vice President  
"Declarant"

ARIZONA BILTMORE ESTATES, INC.,  
a Delaware corporation

By [Signature]  
Its: Vice President  
"Benefitted Property Owner"

ARIZONA BILTMORE ESTATES VILLAGE  
ASSOCIATION, an Arizona corporation

By [Signature]  
Its: President

STATE OF ARIZONA )  
County of Maricopa ) ss:

The foregoing instrument was acknowledged before me this 25th day of October, 1979, by Brian Kemp as Vice President of ARIZONA BILTMORE ESTATES, INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:  
9/28/82

STATE OF ARIZONA )  
County of Maricopa ) ss:

The foregoing instrument was acknowledged before me this 25th day of October, 1979, by Brian Kemp as Vice President of ARIZONA BILTMORE ESTATES, INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:  
9/28/82

AT 139897 997

STATE OF ARIZONA        )  
                                  ) ss:  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 25th day of October, 1979, by Brian Zemp as President of ARIZONA BILTMORE ESTATES VILLAGE ASSOCIATION, an Arizona corporation, on behalf of the corporation.



Alice R. L. Blum  
Notary Public

My Commission Expires

WHEN RECORDED MAIL TO:  
BRIAN ZEMP  
SNELL & WILMER  
3100 VALLEY CENTER  
PHOENIX, ARIZONA

28729  
PROP RSTR (PR)

1153 1080

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

ARIZONA BILTMORE ESTATES

MARICOPA COUNTY, ARIZONA



STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

**TRANSAMERICA TITLE**

FEB 5 - 1976 - 12 20

in Docket 1153

on page 1080 - 1130

Witness my hand and official seal the day and year aforesaid.

*Jan Freestone*

County Recorder  
By *[Signature]*  
Deputy Recorder

*2.5.00*

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

ARIZONA BILTMORE ESTATES

MARICOPA COUNTY, ARIZONA

THIS DECLARATION, made this 4th day of February 1976, by ARIZONA BILTMORE ESTATES, INC., a Delaware corporation, ARIZONA BILTMORE ESTATES, INC., its successors and assigns shall be hereinafter referred to as "Declarant."

R E C I T A L S

A. Declarant is the fee owner of the real property described in Exhibit "A" to this Declaration, which shall be the initial Covered Property under this Declaration, and is the fee owner of other real property which may from time to time be annexed pursuant to this Declaration and become a part of the Covered Property. This Declaration is being imposed by Declarant upon the Covered Property.

B. Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the Covered Property and each and every Parcel, Lot and portion thereof, which will constitute a general scheme for the government of the Village which exists from time to time upon the Covered Property and for the use, occupancy and enjoyment of the Covered Property, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Village.

C. It is desirable for the preservation of the value, desirability and attractiveness of the Covered Property to create a corporation to which should be delegated and assigned the powers of maintaining and administering the Common Area, administering and enforcing these covenants, conditions and restrictions, collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to and to perform such other acts as shall generally benefit the Village.

D. Arizona Biltmore Estates Village Association, a nonprofit corporation, has been or will be incorporated under the laws of the State of Arizona for the purpose of exercising the powers and functions aforesaid.

E. Declarant will hereafter hold and convey title to all of the Covered Property subject to certain protective covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of its interests as the same may from time to time appear in the Covered Property shall be held and conveyed subject to the following covenants, conditions restrictions and easements which are hereby declared to be for the benefit of said interests in the Covered Property, the Benefited Property, as hereinafter defined, and the owners of said interests in the Covered Property and the Benefited Property, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said interests in the Covered Property and the Benefited Property and shall be binding upon all parties having or acquiring any right or title in said interests in the Covered Property or any part thereof, and shall inure to the benefit of each owner of all or part of the Covered Property and the Benefited Property Owner and are imposed upon said interests in the Covered Property and every part thereof as a servitude in favor of each and every of said interests in the Covered Property and the Benefited Property as the dominant tenement or tenements.

## ARTICLE I

### Definitions

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1 "Apartment Area" shall mean and refer to the Parcels described in Exhibit "D"; provided, however, that if any Parcel described in Exhibit "D" is developed as a Condominium Project, a townhouse development, detached single family dwellings, or for any use other than rental apartments, such Parcel shall no longer be designated as an Apartment Area.

Section 2 "Architectural Committee" shall mean and refer to the committee provided for in Article VI hereof entitled "Architectural and Landscaping Control."

Section 3 "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

Section 4 "Assessments" - the following meanings shall be given to the assessments hereinafter defined:

"Regular Assessment" shall mean the amount which is to be paid by each Owner to the Association for Common Expenses,

"Special Assessment" shall mean a charge against a particular Owner and his Lot or Parcel, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed, or attorneys' fees and other charges payable by such Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

"Reconstruction Assessment" shall mean a charge against each Owner and his Lot or Parcel, representing a portion of the cost to the Association for reconstruction of any portion or portions of the Common Area (if any) pursuant to the provisions of this Declaration.

"Capital Improvement Assessment" shall mean a charge against each Owner and his Lot or Parcel, representing a portion of the cost to the Association for installation or construction of any capital improvements on any portion of the Common Area which the Association may from time to time authorize.

Section 5 "Association" shall mean and refer to the Arizona Biltmore Estates Village Association, a nonprofit corporation, incorporated under the laws of the State of Arizona, its successors and assigns. Unless this Declaration specifically requires a vote of the Members, approvals and other actions to be given or taken by the Association shall be valid if given or taken by the Board or its authorized delegate.

Section 6 "Association Rules" shall mean rules adopted by the Association pursuant to Article V hereof entitled "Duties and Powers of the Association."

Section 7 "Benefited Property" shall mean and refer to that certain real property described in Exhibit "B" attached hereto, only to the extent said real property continues to be owned by Declarant or by a party to whom all or a portion of said real property is conveyed and to whom the benefits and rights of enforcement of this Declaration have been specifically assigned in a recorded document. If all or a portion of said real property is conveyed to a party other than Declarant to whom such benefits and rights of enforcement have not been specifically assigned, such portions shall not be considered as part of the Benefited Property and the owners of such other portions shall not be entitled to any benefits or any rights of enforcement of this Declaration.

Section 8 "Benefited Property Owner" shall mean and refer to one or more persons who are alone or collectively the record owner of a fee simple title to any portion of the Benefited Property, which person or persons shall be Declarant or another owner of all or a portion of the Benefited Property to whom the benefits and rights of enforcement of this Declaration have been specifically assigned in a recorded document as set forth in Section 7 of this Article entitled "Benefited Property."

Section 9 "Board" shall mean the Board of Directors of the Association.

Section 10 "Common Area" shall mean all real property easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, if any, and the improvements thereon, owned by the Association.

Section 11 "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Areas and Common Facilities, including unpaid Special, Reconstruction and Capital Improvement Assessments; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers and other employees, accountants, attorneys and other agents; the costs of utilities, trash pick-up and disposal, gardening, security services, CATV and other services benefiting the Common Areas or the Village; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas and Common Facilities; reasonable reserves as deemed appropriate by the Board; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof; costs incurred by the Architectural Committee; and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever which in the good faith judgment of the Board are in connection with the Common Areas and Common Facilities, the Village, the Articles of Incorporation or the Bylaws or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 12 "Common Facilities" shall mean all personal property owned by the Association for the common use and enjoyment of the Members.

Section 13 "Community" shall mean and refer to the various groupings of residential dwelling units which are anticipated to be constructed on a Parcel or Parcels within the Covered Property as an integrated and individual residential housing development within the Village.

Section 14 "Condominium" shall mean any "apartment" within a horizontal property regime as that term is defined by A.R.S. § 33-551.

Section 15 "Condominium Project" shall mean and refer to any horizontal property regime created pursuant to and in compliance with A.R.S. S 33-551 et. seq.

Section 16 "Covered Property" shall mean and refer to that certain real property described in Exhibit "A" hereto and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

Section 17 "Dwelling" shall mean the residential dwelling unit together with garages and other structures on the same Lot or Parcel.

Section 18 "Election Committee" shall mean and refer to the committee provided for in the Article hereof entitled "Membership."

Section 19 "Exhibit" shall mean and refer to those documents so designated herein and attached hereto and each of such Exhibits is by this reference incorporated in this Declaration.

Section 20 "Grantee-Developer" shall mean and refer to the grantee of a Parcel, or a portion thereof, within the Covered Property to whom such Parcel was conveyed for the purpose of developing a residential Community thereon.

Section 21 "Homeowner Association" shall mean and refer to any incorporated or unincorporated association which is formed to facilitate the maintenance and operation of the Homeowner Common Area of a particular Community or to enforce and administer any covenants, conditions, restrictions or regulations, other than those contained herein, which may be applicable to a particular Community.

Section 22 "Homeowner Common Area" shall mean and refer to all real property and the improvements thereon within a Community owned in common by the Owners within such Community or by such Community's Homeowner Association, if any, for the common use and enjoyment of said Owners.

Section 23 "Hotel Property" shall mean and refer to Parcels 15, 16 and 18.

Section 24 "Lot" shall mean and refer to a recorded lot or Condominium within a Parcel to the extent such lot or Condominium is part of the Covered Property; provided, however, Lot shall not include any portion of a Parcel which is Common Area.

Section 25 "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Lot or an Apartment Area, but excluding those holding title merely as security for the performance of an obligation.

Section 26 "Parcel" shall mean and refer to each parcel of real property designated as a numbered parcel in Exhibit "C" attached hereto.

Section 27 "Structure" shall mean and refer, but shall not be limited to, anything erected, constructed, placed or installed upon (i) the portion of a Lot or Parcel between the front or side of a dwelling and the contiguous street, or (ii) upon any other portion of a Lot or Parcel to a height of three (3) feet or more above ground level.

Section 28 "Village" shall mean and refer to the totality of persons and families residing or entitled to reside within the Covered Property.

ARTICLE II  
Membership

Section 1 - Membership. Every Owner of a Lot or Apartment Area as to which Regular Assessments have commenced and the Benefited Property Owner shall be Members of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners and Members shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of Owners shall be appurtenant to and may not be separated from the fee ownership of any Lot or Parcel within the Covered Property which is subject to assessment by the Association. The membership of the Benefited Property Owner shall be appurtenant to and may not be separated from the fee ownership of the Benefited Property. Ownership of a Lot, Parcel or the Benefited Property shall be the sole qualification for the respective membership of an Owner or the Benefited Property Owner. Not more than one membership shall exist based upon ownership of a single Lot.

Section 2 - Transfer. The membership held by any Owner or Benefited Property Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance of any Lot or Parcel within the Covered Property or the Benefited Property, and then only to the purchaser of such Lot, Parcel or Benefited Property. Any attempt to make a prohibited transfer is void and will not be reflected upon the books of the Association. Upon receipt of actual notice that Benefited Property has been conveyed and that the benefits and rights of enforcement of this Declaration have been specifically assigned to the grantee thereof, the Association shall record the transfer upon the books of the Association.

Section 3 - Voting Rights. The Association shall have three (3) classes of voting memberships.

Class A. Class A Members shall all be Owners with the exception of the Owners of Apartment Areas. Class A Members shall be entitled to one (1) vote for each Lot subject to Assessments as hereinafter provided in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such Lot shall be exercised as they among themselves determine, but in in event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Benefited Property Owner. The Class B Member shall be entitled to the number of votes which when added to the total number of votes outstanding from time to time for both Class A and Class C memberships shall equal fifty-one percent (51%) of the total votes outstanding for the Class A, Class B and Class C memberships.

The number of votes entitled to be cast pursuant to the Class B membership shall not be increased in any way regardless of whether more than one Benefited Property Owner comes into existence. Upon a sale of less than all of the Benefited Property and together with the specific assignment of the right to enforce this Declaration, all of the Class B voting power shall remain with Declarant unless specifically assigned in whole or in part to such assignee. All, a portion or none of the Class B voting power may be assigned by Declarant together with the conveyance of a portion of the Benefited Property, but in no event may the Class B voting power be increased above that herein provided. At any time any owner of Benefited Property possessing Class B voting power may forever relinquish such voting power by recording a document to such effect and notifying the Board.

Class C. The Class C Members shall be the Owners of Apartment Areas subject to the provisions of Article XVI hereof entitled "Apartment Area Ownership." Each Class C Member shall be entitled to one (1) vote for every ten (10) apartment units contemplated to be constructed within each Apartment Area. Upon a conversion of all or a portion of the apartments in any Apartment Area to Condominiums, the Owner of any Condominium shall thereafter be a Class A Member and entitled to the rights and subject to the obligations of Class A Members under this Declaration. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

Section 4 - Election Committee. The Election Committee shall be appointed annually by the Board to nominate candidates for the Board, regulate nominations, evaluate voting requirements, regulate voting procedures and campaigns, and adopt rules to insure an orderly and fair election of directors. The Board may from time to time vest the Election Committee with certain rule making powers for the limited purpose of effectuating the fair and orderly election of directors.



ARTICLE III  
Covenant for Maintenance Assessments

Section 1 - Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Parcel within the Covered Property by acceptance of a Deed or other conveyance, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, Capital Improvement Assessments and Reconstruction Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien (hereinafter "Assessment Lien") upon the Lot or Parcel against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot or Parcel at the time when the Assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, subject to the provisions of the Section herein entitled "Subordination of Assessment Liens" in the Article herein entitled "Nonpayment of Assessments," the Assessment Lien for the full amount of Assessments unpaid at the date of a transfer of the Lot or Parcel shall continue as a charge against the Lot or Parcel in the hands of the subsequent Owner.

Section 2 - Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Village and the Members, enhancing the quality of life within the Village and enhancing and protecting the value, desirability and attractiveness of the Covered Property including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and the discharge of Association's duties under this Declaration and other agreements to which the Association is a party.

Section 3 - Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance costs and future needs of the Association. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for the forthcoming fiscal year. The Board shall then determine the amount of the Regular Assessment against each Lot and Apartment Area. Written notice of the annual Regular Assessments shall be sent to every Owner. Each Owner shall thereafter pay to the Association his Regular Assessment in installments as established by the Board. In the event the Board shall determine that the estimate of

total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total Common Expenses and determine the revised amount of Regular Assessments against each Owner, In the event the Board shall determine that the amount collected or to be collected through Regular Assessments is in excess of the Association's needs for the current year and reserves appropriate for future years, the Board in its discretion may refund to the Members who paid such Assessments all or a portion of such excess, reduce the amount of the Regular Assessments or abate collection of Regular Assessments as it deems appropriate. In no event shall be reduction in the amount of or abatement in the collection of Regular Assessments pursuant to this Section result in a quality of services diminished from those upon which the Common Expense budget was based.

Section 4 - Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy in any calendar year, a Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction or governmental taking) of a described capital improvement upon the Common Area to the extent the same is not covered by the provisions effecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements" and "Eminent Domain," including the necessary fixtures and personal property related thereto. To the extent such costs of capital improvements during either calendar year 1975 or 1976 exceed Ten Thousand Dollars (\$10,000) or Thirty Thousand Dollars (\$30,000) respectively and during any calendar year after 1977 exceed Two Hundred Dollars (\$200.00) times the total number of Class A and Class C votes outstanding at the end of the previous calendar year, such excessive Assessment must have the assent of a majority of the votes at a Member's meeting duly called or the written consent of a majority of each Class of Members.

Section 5 - Reconstruction Assessments. Pursuant to the provisions of the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain," the Association may levy a Reconstruction Assessment for the purpose of defraying, in whole or in part, the cost of any restoration or repair necessitated by the destruction or the taking of all or any portion of the Common Area or improvements thereon.

Section 6 - Special Assessments. Special Assessments shall be levied by the Board of Directors of the Association against Lots or Parcels with respect to which particular costs have been incurred by the Association. In the event the Association undertakes to provide materials or services which benefit individual Lots or Parcels and which can be accepted or not by individual Owners, such Owners in

accepting such materials or services shall be deemed to have agreed in writing that statements therefor from the Association shall be Special Assessments.

Section 7 - Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot or Parcel have been paid, and the amount of delinquency, if any, and whether any other violations pursuant to this Declaration exist and the nature of such violations, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8 - Exempt Property. The following portions of the Covered Property shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) Homeowner Common Areas. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 9 - Date of Commencement of Regular Assessments. Regular Assessments shall commence as to all of the Lots within any Parcel on the first day of the month following the conveyance of any Lot in such Parcel by Declarant or a Grantee-Developer. Regular Assessments shall commence with respect to an entire Parcel designated as an Apartment Area on the first day of the month following receipt by the Owner thereof of a Certificate of Occupancy issued by the City of Phoenix for all or any of the apartments contemplated to be constructed thereon.

Section 10 - Apportionment of Assessments. Unless otherwise provided in this Declaration, Regular, Reconstruction and Capital Improvement Assessments shall be collected at intervals selected by the Board and shall be apportioned as follows:

(a) Until such time as the number of Participation Units (the term "Participation Units" as used herein shall mean and refer to the sum of the Lots as to which Regular Assessments have commenced as provided in Section 9 hereof, and the number of apartments, divided by ten (10), contemplated to be constructed on a Parcel designated as an Apartment Area as to which Regular Assessments have commenced) reaches 1,000, Regular, Reconstruction and Capital Improvement Assessments shall be apportioned as follows:

(i) Each Lot and the Owner thereof shall be charged with a fraction of such Assessments, the fraction having a numerator of one (1) and a denominator of 1,000.

(ii) Each Parcel designated as an Apartment Area and the Owner thereof shall be charged with a fraction of such Assessments, the fraction having a numerator equal to the number of Participation Units assigned to such Parcel and a denominator of 1,000.

(iii) The Benefited Property Owner shall be charged with a fraction of such Assessments, the numerator of such fraction being 1,000, less the number of Participation Units, and the denominator being 1,000.

(b) At such time as the number of Participation Units equals or exceeds 1,000 and forever thereafter, regardless of the number of Participation Units, each Lot or Parcel designated as an Apartment Area and the Owner thereof shall be charged with a fraction of the Regular, Reconstruction and Capital Improvement Assessments, such fraction having a numerator of one (1) in the case of a Lot or, in the case of a Parcel designated as an Apartment Area, a numerator equal to the number of Participation Units assigned to such Parcel and a denominator equal to the total number of Participation Units.

Section 11 - No Offsets. No Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason including, without limitation, a claim that the Association is not properly exercising its duties in maintenance or enforcement or the nonuse of all or any portion of the Common Area.

Section 12 - Benefited Property Not Assessable. Except as provided in Section 10(a)(iii) hereof, it is specifically understood that neither the Benefited Property nor the Benefited Property Owner shall be obligated or assessable for Assessments levied pursuant to this Declaration.

#### ARTICLE IV Nonpayment of Assessments

Section 1 - Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the delinquency date, a late charge of Ten Dollars (\$10.00), or such other amount as the Board shall from time to time determine, shall be levied and the Assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may, at its option, bring an action at law against the Member personally obligated to pay the same, and/or foreclose the Assessment Lien against the Lot or Parcel

in accordance with the then prevailing law of the State of Arizona relating to the foreclosure of liens upon real property. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, expenses incurred in connection with the debt secured by the Assessment Lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorney's fee, together with the costs of action. Each Member vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments. At any foreclosure sale of a Lot or Parcel authorized pursuant to the then prevailing law of the State of Arizona, the Association, through its duly authorized agents, shall have the power to bid on such Lot or Parcel, using Association funds or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

Section 2 - Priority of Assessment Lien. An Assessment Lien upon a Lot or Parcel shall be superior to any and all other charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon such Lot or Parcel; provided, however, that such Assessment Lien shall be subject and subordinate to: (i) liens for taxes and other public charges which by applicable law are expressly made superior; and (ii) all liens recorded in the Office of the County Recorder of Maricopa County, Arizona, prior to the date of recordation by the Association of an instrument (hereinafter referred to as the "Notice of Lien Priority"), which will establish pursuant to the then prevailing law of the State of Arizona, as to all of such Lot or Parcel, the date of priority of the Assessment Lien as being the date of recordation of the Notice of Lien Priority. All liens recorded subsequent to the recordation of the Notice of Lien Priority shall be junior and subordinate to the Assessment Lien. All liens recorded prior to the recording of the Notice of Lien Priority shall remain superior to the Assessment Line; provided, however, if any mortgage or lien recognized as superior to the Assessment Lien under this provision is subsequently increased, refinanced, or modified in any way, such lien shall thereupon immediately and automatically lose its superiority to the Assessment Lien and become junior and subordinate to the Assessment Lien.

Section 3 - Curing of Default. Upon the timely curing of any default for which a Notice of Lien Priority was recorded by the Association, officers of the Association are hereby authorized to record an appropriate release of such notice, upon payment by the defaulting Owner of a fee to be determined by the Association to cover the costs of preparing and recording such release together with the payment of such other costs, including, without limitation, legal fees and court costs, interest or fees as shall have been incurred.

Section 4 - Cumulative Remedies. The Assessment Lien and the rights to foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 5 - Subordination of Assessment Liens. If any Lot or Parcel subject to a monetary lien created by any provision hereof shall be subject to the lien of a Deed of Trust or Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Deed or Trust or Mortgage; and (2) the foreclosure of the lien of a Deed of Trust or Mortgage, the acceptance of a deed in lieu of foreclosure of the Deed of Trust or Mortgage or sale under a power of sale included in such Deed of Trust or Mortgage (such events shall be hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the Assessment Lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure shall take title free of the Assessment Lien hereof for all said charges that have accrued up to the time of any of the Events of Foreclosure, but subject to the Assessment Lien hereof for all said charges that shall accrue subsequent to any of the Events of Foreclosure. Nothing in this Section shall be construed to release any Owner from his obligation to pay for any Assessment levied pursuant to this Declaration.

#### ARTICLE V

##### Duties and Powers of the Association

Section 1 - General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association Rules as provided in the Bylaws, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments also as provided for in the Bylaws;

(b) own, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association;

(c) pay any real and personal property taxes and other charges assessed against the Common Area;

(d) obtain, for the benefit of all of the Common Area, all water, sewerage, gas and electric services and refuse collections;

(e) grant easements where necessary for utilities, sewer facilities and CATV over the Common Areas to serve the Common areas, the Covered Property and the Benefited Property;

(f) when possible, enter into agreements with the owners of Parcels not within the Covered Property whereby such owners shall contribute to the payment of construction, maintenance and reconstruction expenses, taxes, insurance and other charges attributable to portions of the Common Area which may directly or indirectly benefit such Parcels;

(g) collect assessments to defray expenses associated with the Common Areas from owners of Parcels not within the Covered Property which are subject to covenants, conditions and restrictions of record obligating the owners thereof to pay such assessments and burdening such Parcels therewith;

(h) maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(i) 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; and

(j) establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

Section 2 - Association Rules. The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (the Association Rules). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Area and Common Facilities; provided, however, that the Association Rules may not discriminate among Owners except to reflect the different nature of their rights as provided herein and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and to the Benefited Property Owner and a copy shall be posted in a conspicuous place within the Common Area. Upon such mailing or delivery and posting, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association Rules and

any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

Section 3 - Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot or Parcel and Dwelling thereon in the event of any emergency involving potential danger to life or property.

ARTICLE VI  
Architectural and Landscaping Control

Section 1 - Obligation to Submit Plans for Approval. No building, fence, wall, storage room, pool, roadway, driveway or other Structure or improvement shall be commenced, erected or maintained upon the Covered Property, nor shall any exterior addition to or change or alteration in any such Structure including, without limitation, awnings and patio covers and antennas or the color of any such Structure be made:

(a) until there has been approved by the Architectural Committee described below, plans and specifications (including but not limited to grading plans) showing the nature, kind, size, area, height, materials, exterior color and surface, shape and design, and location of such Structures. Before granting such approval, the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such architectural standards, if any, as may from time to time be adopted by the Board ("Architectural Standards"), and provide for a Structure which is in harmony as to external design and location with surrounding Structures and topography; and

(b) until the Benefited Property Owner has either reviewed and approved such plans and specifications or failed to approve or disapprove the same as provided below in Section 3 of this Article VI; and

(c) which are not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Benefited Property Owner, nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. In determining whether to approve or disapprove such plans and specifications, the Benefited



Property Owner and the Association shall have the right to reject and disapprove any such plans or specifications which, in the opinion of either, are not suitable or desirable with respect to the individual structure, the particular Community concerned, or the Covered Property as a whole. In this regard, the Benefited Property Owner or the Association shall have the right to take into consideration the matters mentioned above, as well as the aesthetics of the proposed building or other Structures, the harmony thereof with the surroundings, the effect of the building or other Structures on the view of the adjacent or neighboring property and the effect on the Covered Property as a whole.

Section 2 - Landscaping Approval. No trees, bushes, shrubs or plants shall be planted or emplaced upon the Covered Property until the plans and specifications for the species and placement of any such trees, bushes, shrubs or plants have been submitted to and approved in writing by the Architectural Committee as to the preservation of the aesthetic value which each Lot is intended to enjoy and until the Benefited Property Owner has either reviewed and approved in writing such plans and specifications or failed to approve or disapprove the same as provided below in Section 3 of this Article VI. Said plans as submitted shall show in detail the proposed elevations and locations of said trees, bushes, shrubs or plants, including the location and elevation of the same in relation to the remainder of the Covered Property. The Architectural Committee or the Benefited Property Owner may disapprove said plans and specifications if in the opinion of the Committee or the Benefited Property Owner the aesthetic beauty of any Lot would be unduly marred by the location of such tree, bush, shrub or plant. Further, approval of said plans shall be withheld if, in the reasonable opinion of the Architectural Committee or the Benefited Property Owner, they do not provide for an adequate amount of landscaping relative to the aesthetic requirements of the Lot for which they are submitted. The Architectural Committee may from time to time adopt rules and regulations ("Landscaping Standards") which permit the planting and emplacement of certain species of trees, bushes, shrubs, or plants in particular locations without the prior approval of the Architectural Committee and without submission to the Benefited Property Owner; provided, however, that such rules and regulations shall not be effective until approved by the Benefited Property Owner.

Section 3 - Approval and Conformity of Plans. In the event that the Architectural Committee shall disapprove of plans and specifications submitted to it pursuant to the provisions of Sections 1 and 2 above of this Article VI, such decision shall be appealable to the Board as provided below, and the Board's decision that approval was properly withheld shall be final and nonappealable. In the event that: (i) the Architectural Committee approves such plans and specifications, or (ii) the Board approves or is deemed to have approved such plans and specifications after the

Committee has disapproved the same, or (iii) the Architectural Committee fails to approve or disapprove such plans and specifications within twenty (20) days after the same have been submitted to it, then such plans and specifications shall be submitted to the Benefited Property Owner for review. If the Benefited Property Owner shall thereupon disapprove in writing of such plans and specifications, this decision is final and nonappealable. In the event that the Benefited Property Owner fails to approve or disapprove such plans and specifications within twenty (20) days after the same have been submitted to it, and provided that there is submitted to the Benefited Property Owner the certificate of a licensed architect stating that in his judgment the plans and specifications submitted are substantially in conformity with the Architectural Standards of Landscaping Standards, as the case may be, such plans and specifications will be deemed approved. In the event that a disagreement arises between the Architectural Committee and the Benefited Property Owner with respect to whether such plans and specifications shall be approved or disapproved, the decision of the Benefited Property Owner shall control and take precedence.

Section 4 - Appeal. Decisions of the Architectural Committee shall be appealable to the Board. Appeals may be taken to the Board by written notice to the Board not more than twenty (20) days following the final decision of the Architectural Committee, and within twenty (20) days following the receipt of such notice of appeal, the Board shall render a decision with respect to such appeal. The failure of the Board to render a decision within said twenty (20) day period shall be deemed a decision in favor of the Appellant. The Board may, by rule duly adopted, establish an Architectural Appeal Committee to whom appeals from decision of the Architectural Committee may be taken, and provide that decisions of the Architectural Appeal Committee shall be final or that decisions of the Architectural Appeal Committee shall be appealable to the Board. In any event, the Board may establish reasonable rules regarding the procedures for considering appeals and may from time to time amend such rules regulating such procedures or such rules establishing an Architectural Appeal Committee.

Section 5 - Appointment of Architectural Committee. The Benefited Property Owner shall initially appoint the Architectural Committee and it shall consist of not less than three (3) members. The Benefited Property Owner shall retain the right to appoint, augment or replace members of the Architectural Committee until fifteen (15) years after the date of the recording of this Declaration, provided that the Benefited Property Owner may, at its sole option, transfer this right to the Board by written notice thereof prior to the end of such period. Fifteen (15) years after the date of the recording of this Declaration, the right to appoint, augment or replace members of the Architectural Committee shall automatically be transferred to the Board.

Section 6 - Variance Procedure. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby for the reason that in the judgment of the Architectural Committee such plans and specifications are not in conformity with the Architectural Standards or the Landscaping Standards, the party or parties making such submission may submit a Request for Variance. Said Request shall be reviewed by the Architectural Committee whose written recommendations of approval or disapproval shall be submitted to the Board of Directors of the Association. The Board of Directors shall, in writing, either approve or disapprove the Request for Variance. In the event the Board of Directors either (i) approves said Request, or (ii) fails to approve or disapproves said Request within forty (40) days after said Request has been submitted to the Architectural Committee, said Request shall be submitted to the Benefited Property Owner, whose decision to approve or disapprove such Request shall be final and nonappealable. If the Benefited Property Owner fails to approve or disapprove said Request within twenty (20) days after said Request has been submitted to it, said Request shall be deemed approved.

Section 7 - Conformity of Completed Buildings. Subsection (c) of Section 1 of this Article shall be deemed to have been complied with if, upon the completion of construction, there is mailed to the Architectural Committee and the Benefited Property Owner the certificate of a licensed architect or other person acceptable to the Architectural Committee and the Benefited Property Owner stating that the structures upon the Property have been erected in substantial conformity with plans and specifications approved or deemed approved by the Architectural Committee and the Benefited Property Owner.

Section 8 - Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by a municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article, unless actual notice of such noncompliance or noncompletion, executed by the Architectural Committee or the Benefited Property Owner shall appear of record in the Office of the County Recorder of Maricopa County, Arizona, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 9 - General Provisions.

(a) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications including, without limitation, the number of sets to be submitted, the payment of a fee not to exceed Fifty Dollars (\$50.00) per submission, providing that approval or disapproval of plans and

specifications may be made by one or more of the members of the Architectural Committee and providing for one or more subcommittees, the members of which shall be appointed by the Architectural Committee subject to confirmation by the Board and to which plan review responsibilities may be delegated. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The Benefited Property Owner may establish its own rules with the same purpose and effect as those referred to in Subsection (a) immediately above.

(c) The Board of Directors of the Association may authorize the Homeowner Association in a particular Community to exercise all of the Association's rights, powers and duties concerning plans and specifications related to such Community; provided, however, that such authorization shall not affect the requirement to submit all such plans and specifications to the Benefited Property Owner pursuant to the provisions of this Article.

(d) The address of the Benefited Property Owner shall be:

ARIZONA BILTMORE ESTATES, INC.  
P.O. BOX 2290  
PHOENIX, ARIZONA 85003

and the address of the Architectural Committee shall be such place as the Board may from time to time designate by a written instrument recorded in the Office of the County Recorder of Maricopa County; and the last instrument so recorded shall be deemed the proper address. Such addresses shall be the places for the submission of plans and specifications, and the current Architectural Standards and Landscaping Standards, if any, shall be kept at the address of the Architectural Committee.

Section 10 - Nonapplicability to Declarant. The provisions of this Article shall not apply to Lots or Parcels owned by Declarant.

Section 11 - Reconstruction of Condominiums. The reconstruction after destruction of any dwellings located within a Condominium Project which is accomplished in substantial compliance with the declaration of horizontal property regime covering said Condominium Project shall not require compliance with the provisions of this Article so long as the exterior elevations, surfaces and colors of the reconstructed Structures are substantially the same as that which existed prior to such destruction. Such reconstruction shall be conclusively deemed to be in substantial compliance with such Condominium plan if it has received the approval of any association

formed by Condominium Owners within the Condominium Project in which the dwelling being reconstructed is located. This Section may not be modified or eliminated without the prior vote or written assent of a majority of the Condominium Owners within the Covered Property.

Section 12 - Enforcement Remedies. The Benefited Property Owner and/or the Association may, at their option, enforce the provisions of this Article by means of any remedy available at law or in equity including, without limitation, the right to seek specific performance or to enjoin the continuance of the noncompliance with or violation of said provisions, or by means of any other remedy deemed appropriate by the Association or the Benefited Property Owner. The failure of any of such remedies to be employed upon any one or more of any occurrence giving rise to such remedies shall not be a waiver of the right to employ such remedies. If in any action to enforce said provisions the Association and/or the Benefited Property Owner prevails against the party in violation of said provisions, said party in violation shall pay the costs of action and the reasonable attorneys' fees incurred by the Association or the Benefited Property Owner.

Section 13 - Exemption From Architectural Controls. Notwithstanding the foregoing, the Benefited Property Owner may, at its option, exempt any Owner from the obligations provided under Sections 1 and 2 of this Article VI to submit plans and specifications to the Association or the Architectural Committee and to obtain the approval of the Association or the Committee of such plans. Such exemption shall be in writing with notice thereof given to the Association, and may be for a specified period of time, with respect to specified improvements only or all improvements, or may permanently exempt such Owner from such obligations. The party receiving such exemption shall continue to be bound by the remaining provisions of Sections 1 and 2 and the subsequent Sections of this Article VI including, without limitation, the obligation to submit plans and specifications to the Benefited Property Owner and to obtain the approval of the Benefited Property Owner of such plans and specifications prior to commencing, erecting or maintaining Structures upon the Covered Property and prior to planting or emplacing trees, bushes, shrubs or plants upon the Covered Property. The Benefited Property Owner may, at its option, extend the scope of such exemption so that such Owner may be exempt from any other provision of this Article VI including, without limitation, the obligation to submit plans and specifications to, and to obtain the approval of, the Benefited Property Owner.

## ARTICLE VII Maintenance Obligations

Section 1 - Maintenance of Common Area. The Association shall maintain the Common Area at a level of general maintenance and landscaping excellence at least equal to that prevailing with respect to the grounds and other areas

located in or on the Hotel Property; provided, however, in the event that the standard prevailing with respect to the Hotel Property falls below the standard prevailing with respect to areas of a similar nature located in residential communities commonly and generally deemed to be of high quality, then the Association shall maintain the Common Areas according to such latter standard. Notwithstanding the foregoing, and without limiting the effect thereof, the maintenance obligations provided herein shall include the installation and subsequent maintenance of landscaping in an attractive and viable condition and the maintenance in good condition and repair of all roadways, streets, pathways, structures or other improvements located in the Common Area. The Association may, at its option, accomplish the maintenance obligations provided herein with its own employees and equipment or contract with another party to accomplish said maintenance obligations.

Section 2 - Right of Owner of Benefited Property to Maintain Common Area. In the event that the Benefited Property Owner determines that the Association is not maintaining the Common Areas or any part thereof according to the standards set forth in Section 1 of this Article VII, the Benefited Property Owner may cause such maintenance to be accomplished as hereinafter set forth.

(a) Upon a finding by the Benefited Property Owner of a deficiency in such maintenance, the Benefited Property Owner shall give a Notice of Deficiency to the Association which shall briefly specify the condition or conditions which the Benefited Property Owner finds to be deficient and request that such deficiency be cured within a specified reasonable period of time.

(b) In the event the Benefited Property Owner determines that such deficiency continues to exist at the end of the period of time specified in the Notice, the Benefited Property Owner may, at its option, either (i) itself enter on and accomplish the maintenance of the Common Areas or any part thereof that continues to be deficient; (ii) contract with another party to accomplish such maintenance; (iii) seek any other remedy available at law or in equity including, without limitation, specific performance or an injunction to enforce the Association's maintenance obligations provided herein. Any of the foregoing remedies may be employed at the option of the Benefited Property Owner, and the failure of any of such remedies to be employed upon any one or more of any occurrence giving rise to such remedies shall not be a waiver of the right to employ such remedies.

(c) In the event that the Benefited Property Owner elects to exercise its rights under Subparagraphs (b)(i) or (b)(ii) of this Section the Association shall bear the entire cost incurred by the Benefited Property Owner in accomplishing the Association's main-

tenance obligations. In the event that the Benefited Property Owner elects to bring an action at law or in equity and prevails against the Association, the Association shall pay the costs of such action and the reasonable attorneys' fees incurred by the Benefited Property Owner.

Section 3 - Maintenance Responsibility for Homeowner Common Areas. The Owners within each particular Community shall jointly have the obligation to maintain the Homeowner Common Area within their particular Community according to the standard set forth in Section 1 of this Article VII. Such Owners may, at their option, accomplish said maintenance obligations with their own employees and equipment through a Homeowners Association, by contract with another party, or by any other means which they deem appropriate; provided, however, that the initial grantee to whom Declarant conveys all of the real property within a particular Community may, by means of recorded covenants, conditions and restrictions, require that a Homeowner Association accomplish said maintenance obligations in said particular Community.

Section 4 - Right of Association to Maintain Homeowner Common Areas. In the event that the Association determines that the Owners within a particular Community are not maintaining the Homeowner Common Area or any part thereof within such Community according to the standards set forth in Section 1 of this Article VIII, the Association may cause such maintenance to be accomplished as hereinafter set forth.

(a) Upon a finding by the Association of a deficiency in such maintenance, the Association shall give to said Owners a Notice of Deficiency similar in content to that provided for in Subsection (a) of Section 2 of this Article? provided, however, if such Owners ordinarily accomplish their maintenance obligations through a Homeowner Association, said Notice may be given to such Homeowners Association.

(b) In the event that the Association determines that such deficiency continues to exist at the end of the period of time specified in the Notice, the Association may, at its option, avail itself of any of the remedies set forth in Subsection (b) of Section 2 of this Article VII.

(c) In the event that the Association elects to accomplish such Owner's maintenance obligations either by use of the Association's employees and equipment or by contract with a third party, the entire cost of accomplishing such maintenance shall be a Special Assessment to the affected Owners and Lots. In the event that the Association elects to bring an action at law or in equity with respect to the Owners' non-performance of such maintenance obligations and prevails against such Owners, the costs of such action and the reasonable attorneys' fees incurred by the

Association shall be a Special Assessment to the affected Owners and Lots.

Section 5 - Right of Benefited Property Owner to Maintain Homeowner Common Areas. In the event that the Benefited Property Owner determines that the Owners within a particular Community are not maintaining the Homeowner Common Area or any part thereof within such Community according to the standards set forth in Section 1 of this Article VII, and further determines that the Association is not diligently exercising its rights and powers under Section 4 of this Article VII to effect a cure of such nonperformance of said maintenance obligations, then the Benefited Property Owner, after giving notice to the Association, may itself assume and exercise the rights and powers conferred upon the Association under said Section 4. In the event of a disagreement between the Benefited Property Owner and the Association as to whether the Owners or the Homeowner Association in a particular Community are maintaining the Homeowner Common Area therein according to the standard set forth in Section 1 of this Article VII, the decision and opinion of the Benefited Property Owner shall control and prevail, and the Association shall not interfere with the enforcement of such Owners' maintenance obligations by the Benefited Property Owner. In the event that the Benefited Property Owner, pursuant to the provisions of this Section 5, exercises its right to accomplish such Owner's maintenance obligations, either with its own employees and equipment or by contract to a third party, the Association shall pay the Benefited Property Owner for the entire cost thereby incurred. In the event that the Benefited Property Owner brings an action at law or in equity with respect to such Owners' nonperformance of such maintenance obligations and prevails against such Owners, the Association shall pay the costs of such action and the reasonable attorneys' fees incurred by the Benefited Property Owner; provided, however, in the event that the Association is unable to make such payments or secures a court judgment or order preventing the Benefited Property Owner from collecting such payments, then the affected Owners shall jointly be liable for all such payments.

Section 6 - Maintenance and Installation Obligations. Except where such obligations are expressly assumed by a Homeowners Association, every Owner shall:

(a) maintain the exterior of his dwelling, roof, walls, fences and/or the exterior and roof of any other improvement or structure located or emplaced on his Lot or Parcel in good condition and repair; and

(b) install and thereafter maintain landscaping in an attractive condition.

The Association shall have the right to enforce such maintenance and installation obligations by the same remedies



and in and to the same extent as is provided in Section 4 of this Article VII with respect to the enforcement of Homeowner Common Area Maintenance obligations, and the Benefited Property Owner shall have the right to enforce such obligations in the same manner as is provided in Section 5 of this Article VII.

ARTICLE VIII  
Insurance

Section 1 - Types. The Association shall make a good faith effort to obtain and continue in effect full coverage blanket public liability insurance, casualty insurance and fire insurance with extended coverage for the full replacement value of the Common Area, without deduction for depreciation, and with clauses waiving subrogation against Members and the Association and persons upon the Covered Property with the permission of a Member. Such insurance shall be maintained by the Association for the benefit of the Association. As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, the Declarant and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent of insurance proceeds received in compensation for such loss. The Association may purchase such other insurance as it may deem necessary including, but not limited to, plate-glass insurance, fidelity bonds, workmen's compensation and officers' and directors' liability insurance. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Common Area in light of increased construction costs, inflation, practice in the area in which the Common Area is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 2 - Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the Property for which the insurance was carried, or otherwise disposed of as provided in Article IX entitled "Destruction of Improvements" in this Declaration. The Association is hereby granted the authority to negotiate , loss settlements with the appropriate insurance carriers. Any two (2) directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and the Members.

ARTICLE IX  
Destruction of Improvements

In the event of partial or total destruction of improvements upon the Common Area, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust who's interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least seventy-five percent (75%) of the estimated cost of restoration and repair, a Reconstruction Assessment may be levied by the Association to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than seventy-five percent (75%) of the estimated cost of restoration and repair, the improvements shall be replaced or restored and a Reconstruction Assessment may be levied by the Association to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose unless seventy-five percent (75%) of the voting power of the Association disapproves in writing or by vote of such replacement or restoration. In the event of a determination by vote, as provided above, not to replace or restore the improvements on the Common Area, the destroyed portion of the Common Area shall be cleared and landscaped for Community park use and the costs thereof shall be paid for with the insurance proceeds, and any deficiency may be raised by Reconstruction Assessments in an amount determined by the Board of Directors of the Association. In the event any excess insurance proceeds remain, the Board of Directors of the Association, in its sole discretion, may retain such sums in the general funds of the Association or distribute pro rata all or a portion thereof to the Members.

ARTICLE X  
Eminent Domain

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Area, the Members hereby appoint the Board of Directors of the Association and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board of Directors shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Area, the rules as to restoration and replacement of the Common Area and the improvements thereon shall apply as in the case of destruction of improvements upon the Common Area. In the event of a total taking, the Board of Directors of the Association may in its

sole discretion retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Members.

ARTICLE XI  
Use Restrictions

Section 1 - Residential Use. With the exception of the Association Common Area and Homeowner Common Areas, the Covered Property shall be used for residential or residential apartment purposes only.

Section 2 - No Commercial Use. Subject to the provisions of Section 4 of the Article hereof entitled "Easements," and except to an incidental extent or in connection with operation of an apartment project, no part of the Covered Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial manufacturing, mercantile, or other such nonresidential purposes? provided, however, that the Association shall have the right to establish, operate and maintain, or to authorize another party to establish, operate and maintain, in or on the Common Area, food, beverage, recreational and athletic services that it deems appropriate for the enjoyment of the Common Area, regardless of whether such facilities and services are of a commercial nature. The Benefited Property Owner, in its sole discretion, and without the consent of the Association, shall have the rights specified to the Association in the previous sentence with respect to the Apartment Areas. The Association shall also have the right to authorize similar facilities and services in Homeowner Common Areas.

Section 3 - Signs. Subject to the provisions of Section 5 of the Article hereof entitled "Easements," and except as may be expressly authorized and permitted by Declarant in a recorded instrument conveying all or any portion of the Covered Property or one (1) sign on a Lot or Parcel being sold or leased of not greater than four (4) square feet in connection with the sale or lease of a Lot or Parcel or Residence, no sign or billboard of any nature whatsoever shall be displayed to the public view on any portion of the Covered Property.

Section 4 - Offensive Activities; Nuisances. No noxious or offensive trade or activity shall be carried on upon any part of the Covered Property, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, a particular Community or to the Covered Property as a whole, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot or dwelling unit, or which shall in any way increase the rate of insurance.

Section 5 - Temporary Structures. No Structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall hereafter be used on any

part of the Covered Property at any time as a residence, either temporarily or permanently.

Section 6 - Vehicles. No trailer, camper, boat or similar equipment shall hereafter be permitted to remain upon any part of the Covered Property, unless placed or maintained in a manner approved by the Architectural Committee pursuant to Article VI hereof entitled "Architectural and Landscaping Control," nor permitted to be parked other than temporarily, on any street, alley, or common area within the Covered Property. Temporary parking shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes. The Board of Directors of the Association may adopt rules for the regulation of the Admission and parking of vehicles within the Common Area or within a Homeowner Common Area, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments. The Board of Directors may delegate to the Homeowner Association of a particular Community the responsibility for adopting rules with respect to the parking of vehicles within the Homeowner Common Area of such Community and with respect to the placement and maintenance of trailers, campers, boats and similar equipment within such Community.

Section 7 - Animals. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board of Directors. Notwithstanding the foregoing, no animals or fowl may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity.

Section 8 - Mineral Extraction. Except with the written consent of the Benefited Property Owner and except for facilities owned or activities undertaken by the Benefited Property Owner, no oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Covered Property, nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Covered Property or within five hundred (500) feet below the surface of such property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Covered Property.

Section 9 - Trash Disposal. All rubbish, trash and garbage shall be regularly removed from the Lots and Parcels and

shall not be allowed to accumulate thereon. Subject to the provisions of Section 5 of the Article hereof entitled "Easements", all clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining properties and streets, by a fence or appropriate screen.

Section 10 - Antennae. No television, radio, or other electronic antenna or device of any type shall hereafter be erected, constructed, placed or permitted to remain on any of the Lots, or upon any of the houses or buildings constructed on such Lots unless and until the same shall have been approved in writing by the Architectural Committee, or a Homeowner Association to which such power of approval has been delegated, or is expressly permitted without such written approval under the provisions of the Architectural Standards, or unless the same be contained within a house or building.

Section 11 - Air Conditioners. No air conditioning or heating units, compressors or similar devices shall be erected, constructed, placed or installed or permitted to remain on the rooftop of any Structure upon any Lot, unless the same have been approved pursuant to the provision of the Article herein entitled "Architectural Control."

Section 12 - Underground Service Lines. Gas, electric, power, telephone, water, sewer, cable television and other utility or service lines of every nature whatsoever shall be placed and kept underground (except to the extent, if any, that such underground placement prevents the lines from being functional). This restriction shall apply to the service and utility lines for each and every Parcel and Lot, as well as to the distribution lines located in the Common Areas. The foregoing shall not prohibit service pedestals, above-ground switch cabinets, transformers and the like, where required.

## ARTICLE XII

### Rights in the Common Area

Section 1 - Members' Right of Enjoyment. Every Member and the family and guests of a Member shall have a right and easement of enjoyment in and to the Common Area, if any, and such right shall be appurtenant to and shall pass with the fee title to every Lot or Parcel, subject to the following provisions:

(a) The right of the Association to limit the number of guests of Members and to limit the use of the Common Area by persons not in possession of a Lot, or Parcel but owning a portion of the interest in a Lot or Parcel required for membership; provided, however, that an Apartment Area Owner shall have the

right to delegate his right of enjoyment to the Common Area and facilities as specified in Article XVI herein entitled "Apartment Area Ownership."

(b) The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof.

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, to mortgage said property, provided the Association has obtained the approval of a majority of each class of Members to mortgage said property, and further provided that the rights of such mortgages shall be subordinated to the rights of the Members.

(d) The right of the Association to suspend the voting rights and/or the right to use of the recreational facilities, if any, by a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association.

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of Members has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

(f) The right of the Association to set aside a portion of the Common Area for a particular recreational or athletic activity or facility and to condition the use thereof on the payment of fees or charges approved by the Board.

Section 2 - Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on his Lot or Parcel.

Section 3 - Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot or Parcel owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or the abandonment of his Lot or Parcel.

ARTICLE XIII  
Easements

Section 1 - Reciprocal Utility Easements. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines, irrigation facilities or drainage facilities are installed within the Covered Property, the Owners of any Lot or Parcel served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or Parcels owned by others, or to have utility companies enter upon the Lots or Parcels owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone or cable television lines, irrigation facilities or drainage facilities are installed within the Covered Property, which connections serve more than one (1) Lot or Parcel, the Owner of each Lot or Parcel served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot or Parcel.

Section 2 - General Utility Easements. Easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines, irrigation facilities and drainage facilities as shown on the recorded tract maps of the Covered Property, are hereby reserved by Declarant, its successors and assigns, together with the right to grant and transfer the same.

Section 3 - CATV Easements. There is hereby reserved to Declarant, its successors and assigns, over the Covered Property, together with the right to grant and transfer the same, the right to emplace transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities and the right to enter upon the Covered Property to service, maintain, repair, reconstruct, and replace said lines or facilities; provided,

however, that the exercise of such rights does not unreasonably interfere with any Owner's reasonable use and enjoyment of his Lot.

Section 4 - Development and Construction Easement. There is hereby reserved to Declarant, its successors and assigns, including without limitation its sales agents and representatives and prospective purchasers of Lots together with the right in Declarant, its successors and assigns, to grant and transfer the same, over the Common Area and Common Facilities as the same may from time to time exist and over such of the Covered Property on which development and construction of Dwellings and sales of such Dwellings has not been completed, easements for development, construction, display and exhibit purposes in connection with the erection and sale of residential dwelling units, including apartment buildings, within the Covered Property; provided, however, that such use shall not be for a period beyond the earlier of (i) twenty (20) years from the Conveyance by Declarant or a Grantee-Developer of the first Lot which has been improved with a Dwelling or other structure appropriate under local zoning ordinances, or (ii) the sale by Declarant or a grantee of Declarant of all Lots which have been improved with a Dwelling or other structure appropriate under local zoning ordinances.

Section 5 - Access Easement. There is hereby reserved to Declarant, its successors and assigns, together with the right to grant and transfer the same, easements over the Covered Property for the purpose of access, ingress and egress over, to, from and upon the Common Area and the Benefited Property.

Section 6 - Inspection and Maintenance Easement. There is hereby reserved to Declarant, its successors and assigns, together with the right to grant and transfer the same, easements over the Covered Property for the purpose of inspection for compliance with the provisions of the Article hereof entitled "Architectural and Landscaping Controls," and for the purpose of inspection for and accomplishing compliance with the provisions of the Article hereof entitled "Maintenance Obligations."

Section 7 - No Amendment. This Declaration can not be amended to modify or eliminate the easements reserved to Declarant herein without the prior written approval of Declarant and any attempt to do so shall have no effect.

ARTICLE XIV  
Annexation of Additional Property

Section 1 - Annexation Without Approval. All or any part of a Parcel may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that a Supplementary Declaration of Covenants, Conditions and Restrictions, as described hereinafter in Section 3 of this Article, covering the Parcel or portion thereof sought to be annexed, shall be executed and recorded by Declarant or its successors or assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the real property described therein, making said real property subject to this Declaration and subject to the



functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property. Although Declarant or its successors and assigns shall have the ability to so annex real property, neither Declarant nor its successors and assigns shall be obligated to annex all or any punier, or such property and such property shall not become subject to this Decimation unless and until a Supplementary Declaration shall have been so executed and recorded.

Section 2 - Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds (2/3) majority of the voting power of each class of its Members, or the written assent of such Members, any person who desires to add property other than a Parcel to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may record a Supplementary Declaration, as described in Section 3 of this Article.

Section 3 - Supplementary Declarations. The annexations authorized under the foregoing sections shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plans of this Declaration to such property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration, merger or consolidation, revoke, modify or add to the covenants established by this Declaration within the Covered Property then existing except as hereinafter otherwise provided.

Section 4 - Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, which merger or consolidation must be approved by two-thirds (2/3) of each class of Members of the Association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants and restrictions established upon any other property as one plan.

#### ARTICLE XV

##### Designation and Conveyance of Common Areas

Section 1 - Designation and Conveyance by Declarant. All or any part of the Benefited Property and improvements located thereon owned by Declarant or any interest held by Declarant in the Covered Property may be conveyed, transferred or assigned to the Association and designated as Common Area by the Declarant at its sole discretion and without the approval, assent or vote of the Association of its Members.

Section 2 - Designation and Conveyance by Other Than Declarant. Upon acceptance in writing by the Association, pursuant to a two-thirds (2/3) majority vote of each class of its Members, or the written assent of such members, any person may convey, transfer or assign real property, improvements located thereon or an interest therein to the Association and designate the same as Common Area.

ARTICLE XVI  
Apartment Area Ownership

Section 1 - Delegation of Vote. The Owner of an Apartment Area, in its sole discretion, may from time to time delegate its Class C vote in whatsoever manner it deems advisable. Any fractional votes created by such a delegation may be rounded off by the Owner of the Apartment Area so long as the total vote delegated does not exceed that amount specified in Section 3 of the Article hereof entitled "Membership."

Section 2 - Delegation of Use. The Owner of an Apartment Area may delegate his right of enjoyment in and to the Common Areas to tenants within the apartment building constructed upon an Apartment Area, and such tenants may further delegate such rights of enjoyment to the members of the tenant's family and the tenant's bona fide guests (subject to such rules and regulations pertaining to guests as are applied to other Members); provided, however, an Owner of an Apartment Area shall not have the power to delegate to such tenants the right to use any pool or other swimming facilities, or any golf or tennis facilities, constructed on the Common Areas. Such right to delegate shall be subject to such reasonable and nondiscriminatory rules as the Board may from time to time adopt pertaining to the use of the Common Areas by Members or persons other than Members and relating to the proper identification of those persons who are current tenants in such apartment building.

ARTICLE XVII  
General Provisions

Section 1 - Enforcement. The Benefited Property Owner and the Association shall have the exclusive right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation. Failure by the Benefited Property Owner or by the Association to enforce any covenant, conditions or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Benefited Property Owner, the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from

the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Members has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4 - Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development, management and operation of a residential community and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5 - Amendments. This Declaration of Covenants, Conditions and Restrictions may not be amended unless a proposed amendment:

(a) is approved by the written assent or vote of those Members possessing not less than fifty-one percent (51%) of the voting power of the Association; and

(b) is approved in writing by the Benefited Property Owner.

In the event that the Benefited Property Owner fails to approve or disapprove a proposed amendment within sixty (60) days after the same has been submitted to it, such amendment will be deemed disapproved; provided, however, that this amendment provision shall not be amended to allow amendments by the written assent or vote of Members possessing less than fifty-one percent (51%) of the voting power of the Association, nor shall this provision be amended to allow amendments without the written approval of the Benefited Property Owner. Provided further, that Article IV, Section 5 and Article XVI, Section 6 shall not be amended without the consent of the lien holder under any recorded deed of trust.

Section 6 - Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any such lien holder in possession of a Lot or Dwelling and any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

Section 7 - Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8 - Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Benefited Property Owner, the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

Section 9 - Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Special Assessment with respect to the Lot involved in the action.

Section 10 - Notices. In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or more co-Owners shall be deemed delivery to all the co-Owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the Owner at the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot, and any notice so deposited in the mail within Maricopa County, Arizona, shall be deemed delivered forty-eight (48) hours after such deposit.

Section 11 - Obligations of Declarant. For the period specified for utilizing and during the period of utilization of the easement described in Section 4 of Article XIII in this Declaration entitled "Easements", Declarant, its lessees, agents, contractors, successors and assigns shall not be subject to the provisions of Article XI entitled "Use Restrictions."

Section 12 - Personal Covenant. To the extent the acceptance of a conveyance of a Lot or Parcel creates a personal covenant between the Owner of such Lot or Parcel and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association,

Section 13 - Nonliability of Officials. To the fullest extent permitted by law, neither the Benefited Property Owner, the Association, the Board, the Architectural Committee, any other committees of the Association or any Member, or any officer, director or employee of any of the

above, shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission or the like made in good faith, whether or not erroneous or negligent, and which such Benefited Property Owner, Association, Board, committees or person reasonably believed to be within the scope of their duties and rights. The Association shall indemnify and hold harmless to the full extent permitted by law, such Benefited Property Owner, Association, Board, committees or persons with respect to any of such decisions, approval or disapproval of plans and specifications, course of action, act, omission or the like, and to defray the costs of this indemnification obligation, the Board shall assess each Owner for such Owner's share of such costs.

Section 14 - Grantee-Developer Declarations. A Grantee-Developer may, at his option, record a declaration of covenants, conditions and restrictions (hereinafter "Grantee-Developer Declaration") which shall bind and run with such portion of the Covered Property and inure to the benefit of the owners of such portion, their successors and assigns; provided, however, that such a Grantee-Developer Declaration shall be compatible with the provisions of this Declaration. In the event of a conflict between this Declaration and any covenants, conditions or restrictions subsequently recorded by such a Grantee-Developer, this Declaration shall prevail and be controlling. Such a Grantee-Developer Declaration may require the creation of a Homeowner Association for the purpose of enforcing the provisions of said Grantee-Developer Declaration, maintaining the Common Facilities and Homeowner Common Areas of the applicable Community, and performing other functions similar to those performed by the Association.

With regard to any Community or portion of the Covered Property, Declarant shall have the right to: (i) record a subsequent declaration of covenants, conditions and restrictions and to create a Homeowner Association and specify the powers and obligations thereof; and/or (ii) to require of a Grantee-Developer the recordation of a Grantee-Developer Declaration, the form and substance of which may be specified by Declarant, and the creation of a Homeowner Association, the powers and obligations of which may be specified by Declarant,

Section 15 - Community Association Formation. Whether or not a Grantee-Developer has elected to form an association of Owners within a Community, Owners within a Community shall have the right to form an association among themselves to provide, among other things, for the common maintenance of the Community. They shall further have the right to promulgate rules and regulations governing relations among themselves. In the event of a conflict between this Declaration or the Association Rules and the rules and regulations adopted by such Owners, this Declaration and the Association Rules shall be controlling; provided, however, the resolution

of such conflicts shall in no way adversely affect the interests of such Owners or the status of the Community.

Section 16 - Right of Declarant to Designate Areas. At the time of annexation of any real property pursuant to the provisions of the Article hereof entitled "Annexation of Additional Property" or within one (1) year after, the Declarant may designate all or a portion of such annexed property as an Apartment Area, and such designation shall be conclusive as to the status of such annexed area subject to the designated area to the full force and effect of each and every provision of this Declaration specifically referring to an Apartment Area, as the case may be, including, without limitation, the Article hereof entitled "Apartment Area Ownership."

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

ARIZONA BILTMORE ESTATES, INC.  
a Delaware corporation

By [Signature]  
Executive Vice President

By [Signature]  
Secretary

STATE OF ARIZONA     )  
                                  ) ss:  
County of Maricopa    )

On FEBRUARY 4, 1976 before me, the undersigned a Notary Public in and for said State, personally appeared W. HAMILTON WASSER, known to me to be the Executive Vice President, and WILLIAM H. MALLENDER, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
9.29.76

## LEGAL DESCRIPTION


## PARCEL 34

DXT 11531PC1122

A parcel of land located in Section 14 , Township 2 North, Range 3 East, G&SRB&M, Maricopa County, Arizona more particularly described as follows:

Commencing at the southwest corner of said Section 14; thence N 00°09' 45" W along the West line of said Section 14, a distance of 1040.02 feet to a point on the northerly line of that parcel described in Docket 8154 page 67, herein described as Parcel A, said point being also the True Point of Beginning; thence continuing N 00° 09' 45" W, a distance of 308.38 feet to a point; thence N 89° 50' 15" E, a distance of 80.00 feet to the beginning of a tangent curve concave westerly having a radius of 60.00 feet; thence along the arc of said curve through a central angle of 124° 17' 04", a distance of 130.15 feet to a point of reverse curve said curve being concave easterly and having a radius of 120.00 feet; thence along, the arc of said curve through a central angle of 5° 58' 16", a distance of 12.51 feet to a point; thence N 44° 42' 26" E along a non-tangent line, a distance of 72.16 feet to a point; thence N 89° 50' 15" E, a distance of 75.00 feet to a point, thence S 62° 28' 37" E, a distance of 278.65 feet to a point; thence S 78° 53' 25" E, a distance of 131.70 feet to a point; thence N 65° 46' 24" E, a distance of 270.19 feet to a point; thence S 69° 10' 38" E, a distance

Continued.....



292.95 feet to a point; thence N 66° 47' 02" E, a distance of 214.89 feet to a point; thence N 88° 50' 13" E, a distance of 25.73 feet to a point; thence S 24° 42' 11" E, a distance of 591.06 feet to a point; thence S 87° 29' 45" W, a distance of 124.56 feet to a point on the easterly line of said Parcel A; thence N 02° 30' 15" W along the easterly line of said Parcel A, a distance of 25.00 feet to a point on the northerly line of said Parcel A; thence S 87° 29' 45" W along the northerly line of said Parcel A, a distance of 81.85 feet to a point on a non-tangent curve concave southwesterly having a radius of 350.00 feet and a radial bearing at said point of S 59° 51' 47" W; thence leaving the northerly line of said Parcel A, northwesterly along the arc of said curve through a central angle of 50° 13' 58", a distance of 306.85 feet to a point; thence S 87° 29' 45" W along a non-tangent line, a distance of 205.00 feet to a point on the northerly line of said Parcel A; thence continuing S 87° 29' 45" W along the northerly line of said Parcel A, a distance of 959.12 feet back to the True Point of Beginning.

Said parcel contains 11.89 + Net Acres.

Said parcel contains 12.39 + Gross Acres





## DESCRIPTION

PARCEL NO. 1: All of Section 11, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian;

EXCEPT the West half of Lot 4;

EXCEPT any portion thereof lying South of the North right of way line of the Arizona Canal and

EXCEPT that part described as follows:

A parcel of land situated within Section 11, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridia, Maricopa County, Arizona, described as follows:

BEGINNING at the West quarter corner of said Section 11, thence North 0° 00' 48" East, along the Westerly line of said Section 11, a distance of 671.31 feet to a point on the Southerly Right-of-Way line of Lincoln Drive, said point falling on a curve whose radial point bears North 39° 55' 50" East, 1,452.95 feet;

thence Easterly along the arc of this curve, 394.96 feet through 15° 34' 30" of central angle;

thence South 61° 19' 05" East 570.33 feet to a point on a curve whose radial point bears South 28° 21' 20" West, 226.44 feet;

thence Easterly along the arc of this curve, 427.29 feet through 108° 07' 03" of central angle;

thence South 44° 20' 54" West, 200.14 feet;

thence South 46° 28' 43" West to the P. C. of a curve to the left, said curve having a radius of 1,979.86 feet;

thence Southerly along the arc of this curve, 991.00 feet through 28° 40' 44" of central angle;

thence South 89° 58' 23" West, 95.00 feet to a point on the Westerly line of said Section 11;

thence North 0° 01' 37" West along the Westerly line of said Section 11, a distance of 1,267.80 feet to the point of beginning.

PARCEL NO. 2: That part of the North half of Section 14, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, lying North of the North right-of-way of the Arizona Canal; EXCEPT the Plat of ALTA VISTA PARK, according to Book 20 of Maps, page 11, records of Maricopa County, Arizona.

PARCEL NO. 3: The North half of the Northeast quarter of the Southeast quarter of Section 14, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian.

PARCEL NO. 4: The following parcels in BILTMORE ESTATES, according to Book 22 of Maps, page 29, records of Maricopa County, Arizona;

4-A LOTS:

Lots 2 to 7 Inclusive, Block C;  
EXCEPT that part of the Southwest quarter of Section 14, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, described as follows, being portions of Lots 6 and 7 in Block "C" of BILTMORE ESTATES, according to Book 22 of Maps, page 29, records of Maricopa County, Arizona;  
BEGINNING at a point in the South line of said Southwest quarter from which the Southwest corner thereof bears South 87° 29' 45" West a distance of 1510.00 feet;  
thence North 2° 30' 15" West a distance of 55.00 feet;  
thence North 87° 29' 45" East, parallel with the South line of said Southwest quarter, a distance of 200 feet;  
thence South 2° 30' 15" East a distance of 55 feet to said South line;  
thence along said South line to the point of beginning;  
EXCEPT the South 40 feet thereof; and  
EXCEPT the West 15 feet thereof;  
Lots 3, 4, 5 and 6; and Lots 9 to 17 inclusive, Block D;  
Lots 1 to 9 inclusive, Block E;  
Lots 1 to 14 inclusive, Block F;  
Lots 1 to 18 inclusive, Block G;  
Lots 1 to 4 inclusive, and Lots 6 to 9 inclusive, Block H;  
Lots 1 to 9 inclusive, Block I;  
Lots 1 to 10 inclusive, Block J;  
Lots 1 to 17 inclusive, and Lots 45 and 46, Block K;  
Lots 1 to 11 inclusive, and Lots 13 to 24 inclusive, Block L;  
Lots 1 to 14 inclusive, Block M;  
Lots 1 to 9 inclusive, and Lots 11 to 19 inclusive, Block N;  
Lots 1 to 12 inclusive, Block O;  
Lots 1 to 16 inclusive, Block P;  
Lots 1, 2 and Lots 4 to 16 inclusive, Block Q;  
Lots 1 to 13 inclusive, Block R;  
Lots 1 to 14 inclusive, Block S;

EXCEPT that part of BILTMORE ESTATES, a subdivision of portions of Sections 11 and 14, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, according to Book 22 of Maps, page 29, records of Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of BILTMORE ESTATES and Section 14;  
thence Northerly along the West line of Section 14, a distance of 1425.00 feet to an orthogonal line;  
thence Easterly along said orthogonal line a distance of 60.00 feet to the East line of that certain parcel of land conveyed to the City of Phoenix by Instrument recorded in Docket 6930, page 520, records of Maricopa County, Arizona, and the point of beginning of the parcel of land herein described;

thence Southwesterly along said East line (the same being a line which extends to the intersection of the East line of the West 40 feet of Section 14 with a line parallel with the South line of Section 14 which intersects the West line of Section 14 at a point 825.00 feet Northerly of the Southwest corner of Section 14) to the North line of that certain 20 foot alley conveyed to the City of Phoenix by instrument recorded in Docket 6720, page 29, records of Maricopa County, Arizona; thence Easterly along said North line to the East line of the West 72 feet of Section 14; thence Northerly to the intersection of the East line of the West 70 feet of Section 14, with a line parallel with and 140.85 feet Southerly of said orthogonal line, as measured at right angles thereto; thence to the point of beginning, (Part of Block N)

4-B TRACTS:

Tracts A, B, C, D, E, P, G, H, I, J, K, L, M, N, O, S, T, U, V, W, X, Y, and Z;

4-C ROADWAYS:

All roadways in said plat except BILTMORE DRIVE (24th Street) Camelback Road, and Orange Road (32nd Street).

EXCEPT from 4A, 4B and 4C above that part of

Lots 2 and 7 Block C,  
 Lots 3, 4 and 17, Block D,  
 Lots 11, 13 and 14, Block L,  
 Lots 8, 9, 11 and 12, Block N,  
 Tracts B and S,

and all roadways in said Plat, which are included in the following described parcels:

EXCEPTED PARCEL NO. 1: A parcel of land in the Southwest quarter of Section 14, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 14, being the Southwest corner of BILTMORE ESTATES, according to Book 22 of Maps, page 29, records of Maricopa County, Arizona;

thence North 0° 09' 45" West along the Westerly line of the said Section 14, and of BILTMORE ESTATES, a distance of 1004.99 feet;

thence North 87° 29' 45" East, parallel to the Southerly line of the said Section 14, a distance of 915.55 feet;

thence South 47° 30' 15" East, 14.14 feet;

thence South 2° 30' 15" East, a distance of 169.85 feet;

thence North 87° 29' 45" East, a distance of 513.36 feet;

thence South 47° 30' 15" East, 14.14 feet;  
thence South 2° 30' 15" East, a distance of 814.31 feet to a point  
on the Southerly line of the said Southwest quarter of Section  
14, and of BILTMORE ESTATES;  
thence South 87° 29' 45" West along the said Southerly line a  
distance of 1490.00 feet to the true point of beginning.

EXCEPTED PARCEL NO. 2:

PARCEL (A) a parcel of land in the Southwest quarter of Section 14,  
Township 2 North, Range 3 East of the Gila and Salt River Base and  
Meridian, 35 feet in width measured at right angles to and lying  
Northerly and Easterly of and adjoining the following described line:

BEGINNING at a point on the West line of said Southwest quarter  
being the West line of BILTMORE ESTATES, according to Book 22  
of Maps, page 29, records of Maricopa County, Arizona, which  
bears North 0° 09' 45" West a distance of 1,004.99 feet from  
the Southwest corner of said Southwest quarter;  
thence North 87° 29' 45" East a distance of 925.55 feet to a point  
herein identified as Point A;  
thence South 2° 30' 15" East a distance of 179.85 feet to a point  
herein identified as Point B;  
thence North 87° 29' 45" East a distance of 523.36 feet to a point  
herein identified as Point C;  
thence South 2° 30' 15" East a distance of 824.31 feet to a point  
on the South line of said Southwest quarter being the South  
line of said BILTMORE ESTATES, which bears North 87° 29' 45"  
East along said South line a distance of 1490 feet from the  
Southwest corner of said Southwest quarter and of BILTMORE  
ESTATES.

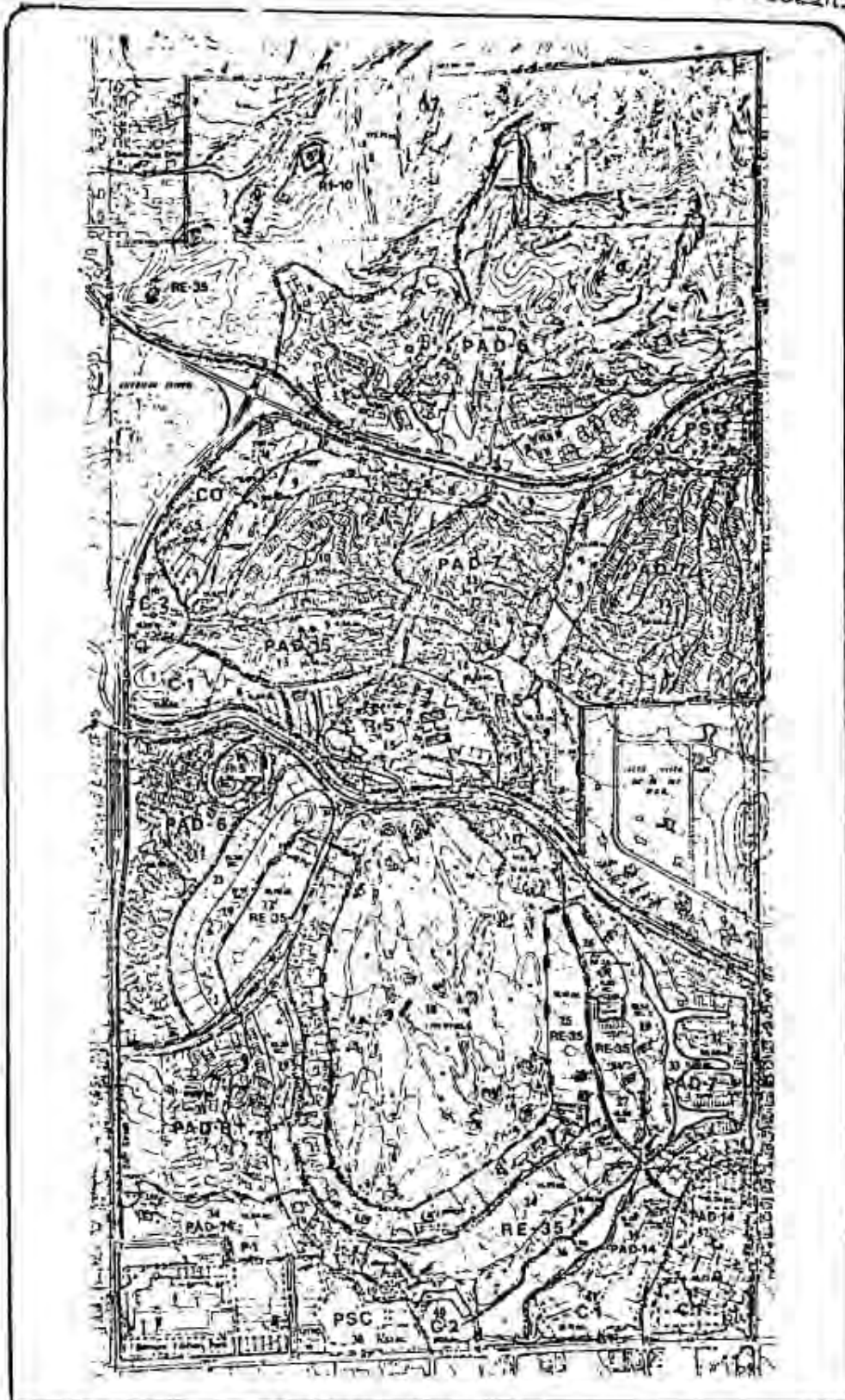
PARCEL (B) Beginning at point A, as described in Parcel A hereof;  
thence South 2° 30' 15" East a distance of 10 feet;  
thence Northwesterly to a point which bears South 87° 29' 45" West a  
distance of 10 feet from the point of beginning;  
thence to the point of beginning.

PARCEL (C) Commencing at Point B, as described in Parcel A, hereof;  
thence North 87° 29' 45" East a distance of 35 feet;  
thence North 2° 30' 15" West a distance of 35 feet to the point of  
beginning;  
thence North 2° 30' 15" West a distance of 10 feet;  
thence Southeasterly to a point which bears North 87° 29' 45" East  
a distance of 10 feet from the point of beginning;  
thence to the point of beginning.

PARCEL (D) Beginning at Point C, as described in Parcel A, hereof;

thence South 87° 29' 45" West a distance of 10 feet;  
thence Southeasterly to a point on the West line of said Parcel A  
which is 10 feet Southerly from the point of beginning;  
thence to the point of beginning.

The Southerly and Westerly lines of said EXCEPTED PARCEL NO. 2, being the same as the Southerly and Westerly lines of Parcel Nos. 1, 2 and 4, in that certain Deed recorded in Docket 6720, page 29, and said lines extended to the exterior lines of said Southwest quarter of Section 14.



Arizona Bitmore Estates Master Plan Program

Zoning Parcel Map

As Approved By The City Council On May 10, 1988

All Boundaries Shown Are 1988

<ul style="list-style-type: none"> <li>RE-35</li> <li>RE-05</li> <li>RE-06</li> <li>RE-07</li> <li>RE-08</li> <li>RE-09</li> <li>RE-10</li> <li>RE-11</li> <li>RE-12</li> <li>RE-13</li> <li>RE-14</li> <li>RE-15</li> <li>RE-16</li> <li>RE-17</li> <li>RE-18</li> <li>RE-19</li> <li>RE-20</li> <li>RE-21</li> <li>RE-22</li> <li>RE-23</li> <li>RE-24</li> <li>RE-25</li> <li>RE-26</li> <li>RE-27</li> <li>RE-28</li> <li>RE-29</li> <li>RE-30</li> <li>RE-31</li> <li>RE-32</li> <li>RE-33</li> <li>RE-34</li> <li>RE-35</li> <li>RE-36</li> <li>RE-37</li> <li>RE-38</li> <li>RE-39</li> <li>RE-40</li> <li>RE-41</li> <li>RE-42</li> <li>RE-43</li> <li>RE-44</li> <li>RE-45</li> <li>RE-46</li> <li>RE-47</li> <li>RE-48</li> <li>RE-49</li> <li>RE-50</li> <li>RE-51</li> <li>RE-52</li> <li>RE-53</li> <li>RE-54</li> <li>RE-55</li> <li>RE-56</li> <li>RE-57</li> <li>RE-58</li> <li>RE-59</li> <li>RE-60</li> <li>RE-61</li> <li>RE-62</li> <li>RE-63</li> <li>RE-64</li> <li>RE-65</li> <li>RE-66</li> <li>RE-67</li> <li>RE-68</li> <li>RE-69</li> <li>RE-70</li> <li>RE-71</li> <li>RE-72</li> <li>RE-73</li> <li>RE-74</li> <li>RE-75</li> <li>RE-76</li> <li>RE-77</li> <li>RE-78</li> <li>RE-79</li> <li>RE-80</li> <li>RE-81</li> <li>RE-82</li> <li>RE-83</li> <li>RE-84</li> <li>RE-85</li> <li>RE-86</li> <li>RE-87</li> <li>RE-88</li> <li>RE-89</li> <li>RE-90</li> <li>RE-91</li> <li>RE-92</li> <li>RE-93</li> <li>RE-94</li> <li>RE-95</li> <li>RE-96</li> <li>RE-97</li> <li>RE-98</li> <li>RE-99</li> <li>RE-100</li> </ul>	<ul style="list-style-type: none"> <li>PAD-6</li> <li>PAD-7</li> <li>PAD-15</li> <li>PAD-16</li> <li>PAD-17</li> <li>PAD-18</li> <li>PAD-19</li> <li>PAD-20</li> <li>PAD-21</li> <li>PAD-22</li> <li>PAD-23</li> <li>PAD-24</li> <li>PAD-25</li> <li>PAD-26</li> <li>PAD-27</li> <li>PAD-28</li> <li>PAD-29</li> <li>PAD-30</li> <li>PAD-31</li> <li>PAD-32</li> <li>PAD-33</li> <li>PAD-34</li> <li>PAD-35</li> <li>PAD-36</li> <li>PAD-37</li> <li>PAD-38</li> <li>PAD-39</li> <li>PAD-40</li> <li>PAD-41</li> <li>PAD-42</li> <li>PAD-43</li> <li>PAD-44</li> <li>PAD-45</li> <li>PAD-46</li> <li>PAD-47</li> <li>PAD-48</li> <li>PAD-49</li> <li>PAD-50</li> <li>PAD-51</li> <li>PAD-52</li> <li>PAD-53</li> <li>PAD-54</li> <li>PAD-55</li> <li>PAD-56</li> <li>PAD-57</li> <li>PAD-58</li> <li>PAD-59</li> <li>PAD-60</li> <li>PAD-61</li> <li>PAD-62</li> <li>PAD-63</li> <li>PAD-64</li> <li>PAD-65</li> <li>PAD-66</li> <li>PAD-67</li> <li>PAD-68</li> <li>PAD-69</li> <li>PAD-70</li> <li>PAD-71</li> <li>PAD-72</li> <li>PAD-73</li> <li>PAD-74</li> <li>PAD-75</li> <li>PAD-76</li> <li>PAD-77</li> <li>PAD-78</li> <li>PAD-79</li> <li>PAD-80</li> <li>PAD-81</li> <li>PAD-82</li> <li>PAD-83</li> <li>PAD-84</li> <li>PAD-85</li> <li>PAD-86</li> <li>PAD-87</li> <li>PAD-88</li> <li>PAD-89</li> <li>PAD-90</li> <li>PAD-91</li> <li>PAD-92</li> <li>PAD-93</li> <li>PAD-94</li> <li>PAD-95</li> <li>PAD-96</li> <li>PAD-97</li> <li>PAD-98</li> <li>PAD-99</li> <li>PAD-100</li> </ul>
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MI 1153171130

Parcels 13, 14, 34, 35 and 37 as generally shown on Exhibit "C".

EXHIBIT "D"  
APARTMENT AREAS