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**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WESTBROOK VILLAGE**

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RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WESTBROOK VILLAGE

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Westbrook Village was recorded against the property located within Westbrook Village on October 1, 1982, at Docket number 16325, beginning at page 233, records of Maricopa County, Arizona (Declaration);

WHEREAS, four (4) amendments to the Declaration have been recorded since the time of the original recordation of the Declaration;

WHEREAS, Westbrook Village Association ("Association") wishes to consolidate all of the information contained within the four (4) amendments into the Declaration;

NOW, THEREFORE, by the attached document, the Association hereby restates the Declaration in its entirety, and consolidates in the Declaration the following amendments: Amendment to the Declaration of Covenants, Conditions and Restrictions for Westbrook Village on August 1, 1988, at recording number 88-377431, records of Maricopa County, Arizona; Clarification of Declaration of Covenants, Conditions and Restrictions for Westbrook Village on November 29, 1988, at recording number 88-580343, records of Maricopa County, Arizona; Amendment to the Declaration of Covenants, Conditions and Restrictions for Westbrook Village on April 13, 1998, at recording number 98-0297000, records of Maricopa County, Arizona; Amendment to the Declaration of Covenants, Conditions and Restrictions for Westbrook Village on January 25, 2001, at recording number 2001-0056037, records of Maricopa County, Arizona; and Certificate of Correction to Amendment to the Declaration of Covenants, Conditions and Restrictions for Westbrook Village on March 6, 2001, at recording number 2001-0174716, records of Maricopa County, Arizona.

This Declaration of Covenants, Conditions and Restrictions is made as of the 29th day of September 1982, by Westbrook Village Venture, an Arizona general partnership (hereinafter referred to as "Declarant").

WITNESSETH:

Declarant is the owner of the real property described on Exhibit "A" hereto ("the Initial Property") and on exhibit "B" hereto ("the Annexable Property"). Declarant intends by this Declaration to impose upon the Initial Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Initial Property and of all owners of residential property within such parts, if any, of the Annexable Property as may hereafter be subjected to this Declaration, as provided herein. Declarant desires

to provide a flexible (yet common) and reasonable procedure for the overall development of the Initial Property and such parts, if any, of the Annexable Property as may hereafter be subjected to this Declaration, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be subjected to this Declaration, as provided herein. The Association described herein may perform educational, recreational, charitable and other social welfare activities.

NOW, THEREFORE, Declarant hereby declares that all of the property described on Exhibit "A" hereto and any additional property as may be subjected to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property now and hereafter subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, and their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## Article I

### Definitions

Section 1. "Apartment Building" shall mean and refer to any building or structure located upon the Properties containing two or more residential Units, where fee title to such building or structure and to all of the Residential Units in said building or structure is held by the same person or persons, and where the Residential Units in such building or structure are or were originally offered to the public for lease or rental and not for sale. In the event any Apartment Building, as defined herein, is subsequently subjected to a condominium or horizontal property regime, said building shall thereupon no longer be deemed to be an Apartment Building, and the Residential Units therein shall be treated in the same manner hereunder as Residential Units which were at no time within an Apartment Building.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time in accordance with the provisions thereof and with the applicable provisions of this Declaration, the Bylaws and the statutes and regulations of the State of Arizona.

Section 3. "Association" shall mean and refer to Westbrook Village Association, an Arizona non-profit corporation, and its successors and assigns.

Section 4. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under Arizona corporate law.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association, as the same may be amended from time to time in accordance with the provisions thereof and with the

applicable provisions of this Declaration, the Articles and the statutes and regulations of the state of Arizona.

Section 6.     “Common Area” shall mean (a) all real and personal property hereafter owned by the Association for the common use and enjoyment of the Owners, (b) real and personal property owned by Declarant which is designated by Declarant as being for the common use and enjoyment of the Owners, and (c) such portions of public rights-of-way adjacent to all or any part of the Properties over or with respect to which the Association or Declarant has reserved or been granted (or hereafter reserves or has granted to it), explicitly or implicitly, an easement or other right or permission for installing and maintaining landscaping, irrigation systems, perimeter or boundary walls and the like (including, but not limited to, landscaped medians and perimeter or boundary walls on or within public rights-of-way adjacent to all or any part of the Properties). It is not presently intended that the golf course now under construction in the vicinity of the Properties and the adjacent clubhouse and other facilities serving the golf course shall constitute part of the Common Area and in the absence of the recordation of an instrument executed by Declarant making reference to this Section 6 and stating that all or a portion of the golf course and clubhouse and other and other facilities serving the golf course constitute part of the Common Area, they shall not constitute part of the Common Area.

Section 7.     “Common Expenses” shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration or pursuant to the Articles or the Bylaws.

Section 8.     “Member” shall mean and refer to a person or entity entitled to membership in the Association, as provided herein, provided, however, that there shall be only one Class “A” membership for each Residential Unit, as further provided in Article III below.

Section 9.     “Mortgage” shall include a deed of trust, as well as a mortgage.

Section 10.    “Mortgagee” shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 11.    “Mortgagor” shall include the trustor of a deed of trust, as well as a mortgagor.

Section 12.    “Owner” shall mean and refer to the owner (as evidenced by a recorded document), whether one or more persons or entities, of a Residential Unit which is part of the Properties (including, without limitation, persons who acquire title by means of a Sheriff’s deed issued as a result of a mortgage or deed of trust foreclosure, who acquire title by means of a trustee’s deed issued as a result of the exercise of a power of sale under a deed of trust, or who acquire title by means of a deed in lieu of the foreclosure of a mortgage or deed of trust) or, in the case of any valid and outstanding recorded executory agreement of sale with respect to a

Residential Unit, the purchaser under such agreement of sale. The term "Owner" shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Residential Units in any Apartment Building shall be the Owner (as determined in accordance with the foregoing) of such Apartment Building.

Section 13. "Parcel" shall mean and refer to separately designated, developed residential areas initially or subsequently subjected to this Declaration. In the absence of a specific provision to the contrary in the instrument subjecting additional property to this Declaration, each piece or portion of real property subject to this Declaration, from the date of recordation of such instrument, shall be considered a separate and distinct parcel; provided, however, that Declarant may designate in any instrument adding property to the terms and conditions of this Declaration that such property shall constitute a part of any parcel theretofore subject to this Declaration.

Section 14. "Parcel Assessments". Parcel Assessments shall be used for the purposes of curing any failure or refusal of a Residential Association (or, in the case of an Apartment Building, of the Owner of such Apartment Building) to maintain or cause to be maintained property owned by it or under its jurisdiction in accordance with the provisions of this Declaration, of the Articles or the Bylaws or of the rules and regulations of the Association. In addition, where no Residential Association exists with respect to a parcel of residential property within the Properties (other than a parcel containing only Residential Units all of which are contained within one or more Apartment Buildings), Parcel Assessments may be used for purposes of maintaining or causing to be maintained property within or immediately adjacent to such parcel which, in the sole judgment of Board, is used for or benefits primarily residents of such parcel. Parcel Assessments shall be levied equally against all Owners of Residential Units within the parcel to which such Parcel Assessments are determined by the Board to apply.

Section 15. "Person" means a natural person, corporation, partnership, trustee or other legal entity.

Section 16. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be subjected to this Declaration or which is now or may hereafter be owned in fee simple by the Association.

Section 17. "Residential Association" shall mean any homeowners, condominium or other such association created with respect to property now or hereafter subjected to this Declaration containing (or to contain) units, homes, apartments or other structures for residential purposes, but shall not include the Association.

Section 18. "Residential Unit" shall mean any portion of the Properties intended for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family detached dwellings,



condominium units, apartment units, and patio or zero lot line homes. For the purposes of this Declaration, a newly constructed Residential Unit shall come into existence upon the issuance with respect to such unit of a certificate of occupancy by the appropriate agency of the City of Peoria, Arizona, or other local governmental entity.

## Article II

### Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to any restrictions or limitations contained herein or in any instrument conveying to the Association or subjecting to this Declaration such property, and subject further to the reasonable rules and regulations of the Association. Any Owner may assign his, her or its right of enjoyment to (and share the same with) the members of his or her household and assign the same to and share the same with his, her or its tenants and invitees subject to the provisions of this Declaration and to reasonable regulation by the Board and otherwise in accordance with procedures as the Board may adopt; provided, however, that no Owner of Residential Units within an Apartment Building shall have the right to assign or share the right and easement of enjoyment granted to him, her or it hereunder except upon the payment of a fee (whether by such Owner or by the tenant, lessee or other person to or with whom or which such Owner desires to assign and share such right and easement), which shall either be (a) payable on a monthly basis and shall be fixed by the Board from time to time but which may not exceed for any month ten percent (10%) of the annual General Assessment levied on Owners of other Residential Units under Section I of Article VIII hereof for the fiscal year in which such month falls, or (b) payable on an annual basis and be equal to eighty percent (80%) of the annual General Assessment levied on Owners of other Residential Units under Section I of Article VIII hereof for the applicable fiscal year. Either the Owner of Residential Units within an Apartment Building or the respective tenants of such Residential Units, if said Owner assigns to such tenants the election right herein granted, shall have the right to select either alternative (a) or (b) above, should such Owner (or any such tenant) desire to assign (or have assigned to him, her, or it) the right and easement of enjoyment described herein.

## Article III

### Membership and Voting Rights

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as follows:

(a) Class "A". There shall be is one Class "A" membership in the Association for each Residential Unit that is subject to this Declaration. Each such membership shall be held by the Owner (from time to time) of such Residential Unit and shall be appurtenant to and may not be separated from ownership of such Residential Unit. The foregoing is not intended to

include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Residential Unit owned. In the event any Residential Unit is owned by two or more persons or entities, whether by joint tenancy, tenancy in common, community property or otherwise, the membership as to such Residential Unit shall be joint, provided, however, that such owners shall jointly designate to the Association in writing one of their number who shall have the power to vote said membership, and, in the absence of such designation and until such designation is made, the Board shall make such designation and such designation shall be binding for all purposes. In no event shall more than one (1) Class "A" membership exist for each Residential Unit.

(b) Class "B". Class "B" members shall be Declarant and any assignee of all or any part of Declarant's Class "B" membership rights.

Section 2. Voting. The voting rights of the Class "A" and Class "B" members are as follows:

(a) Class "A". Each Class "A" member shall be entitled on all issues to one (1) vote for each Residential Unit with respect to which such member holds the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Residential Unit, there shall be only one (1) vote with respect to such Residential Unit, which vote shall be exercised by the person designated to exercise the power to cast such vote, as provided in Section 1 of this Article III. Any attempt to cast a vote appurtenant to a Residential Unit in a manner inconsistent with the afore-described designation shall result in the suspension of the power to cast such vote until such time as such vote is cast in accordance with such designation. Any owner of a Residential Unit which is leased may, in the lease or other written instrument, assign the voting right appurtenant to the Residential Unit to the lessee of the Residential Unit, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". The Class "B" member or members shall originally be entitled to six thousand (6,000) votes; this number shall be decreased by one (1) vote for each Class ("A" vote existing at any one time. On the day after the recording of this Amendment in the Office of the Maricopa County Recorder, the Class B members shall be entitled to one vote per lot owned. (Amendment recorded on April 13, 1998, at 98-0297000)

#### Article IV

##### Maintenance

The Association shall maintain and keep in good repair the Common Area, the cost of such maintenance to be a Common Expense of the Association. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect,

of all landscaping and other flora, structures and improvements situated upon the Common Area, including any perimeter or boundary walls. The Association may, in the discretion of the Board, assume the maintenance responsibilities set out in any declaration subsequently recorded which creates any Residential Association (including, but not limited to, condominium associations) upon all or any portion of the Properties, and may, in the discretion of the Board, maintain the landscaping appurtenant to any Apartment Building upon any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against the Owners of Residential Units within the Residential Association to which the services are provided or, in the case of an Apartment Building, against the Owner of such Apartment Building. The assumption of such maintenance responsibility may take place only by contract or if, in the opinion of the Board, the level and/or quality of maintenance then being provided by such Residential Association or by the Owner of such Apartment Building do not meet the community-wide standards sought to be maintained by the Association on and with respect to the Properties. In addition to the foregoing, in the event no Residential Association exists with respect to a parcel of residential property within the Properties (other than a parcel containing only Residential Units all of which are contained within one or more Apartment Buildings), the Association shall maintain or cause to be maintained property within or immediately adjacent to such parcel which, in the sole judgment of the Board, is used for or benefits primarily residents of such parcel, provided, however, that the costs of such maintenance shall be assessed only against the Owners of Residential Units within such parcel. Notwithstanding the foregoing, the owner of the golf course described in Section 6 of Article I hereof shall have the right, but not the obligation, to assume, at such owner's expense, responsibility for maintaining and caring for landscaping in areas within public rights-of-way bounding upon the golf course property, provided, however, that the cost of watering and irrigating such areas shall remain a Common Expense of the Association, and provided, further, that in the event the owner of said golf course fails to maintain such areas in an attractive manner to at least as high a standard of appearance and quality as the Association applies in its own maintenance of other portions of the Common Area, the Association may, by written notice to such owner, temporarily suspend or permanently revoke the aforementioned right, whereupon the Association shall have full responsibility for maintaining such areas. The assumption by the owner of the aforementioned golf course of the responsibility for maintaining and caring for landscaping in the areas described in the preceding sentence shall not be deemed to alter or convert all or any part of those areas from their status as a part of the Common Area. The provision of services in accordance with this Article shall not be deemed to be discrimination in favor of or against any Owner or Residential Association.

## Article V

### Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and may, by written agreement with any other Residential Association, assume the insurance responsibility for the property held by or the responsibility of such other association

against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The insurance required hereby shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a comprehensive public liability policy covering the Association for all damage or injury caused by the negligence of the Association or any of its agents, and, at the Board's discretion and if reasonably available, directors' and officers' liability insurance. The comprehensive public liability policy shall be in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) per person or One Million Dollars (\$1,000,000.00) per occurrence, as respects bodily injury, and Two Hundred Fifty Thousand Dollars (\$250,000.00), as respects property damage. Premiums for all such insurance, except for coverage in favor of, or obtained at the request of, a Residential Association, shall be a Common Expense; premiums for coverage in favor of, or obtained at the request of, a Residential Association shall be charged to the Residential Association.

All such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with one or more companies authorized to provide such insurance in the State of Arizona;
- (b) Exclusive authority to adjust losses under policies in force on property owned by the Association shall be vested in the Board of Directors;
- (c) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners, occupants or their mortgagees, and the insurance carried by the Association shall be primary.
- (d) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Board of Directors or the Owners and their respective tenants, servants, agents and guests (if securing same will impose on the Association no additional cost or only such reasonable cost as the Board of Directors may determine, in its discretion).

Section 2.     Damage and Destruction.

- (a) Immediately after any damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article V, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any major damage or destruction to the Common Area shall be repaired or reconstructed unless, at a special meeting of the Members of the Association duly noticed and convened within sixty (60) days after the occurrence of such damage or destruction, the Members determine, by a vote of not less than seventy-five percent (75%) of all votes represented at such meeting (either in person or by valid proxy) not to so repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made or become available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee (except for one holding a mortgage executed and delivered by the Association or Declarant upon the Common Area affected) shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed. The Board of Directors shall determine whether any minor damage or destruction to the Common Area should be repaired or reconstructed.

(c) In the event that it is determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be maintained by the Association in a neat and attractive condition as an undeveloped portion of the Common Area.

Section 3. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy an equal assessment against the Owner of each Residential Unit. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be used to meet Common Expenses. The assessments required or permitted by this Section 3 shall not be assessed or levied against the Owner of Residential Units within an Apartment Building.

## Article VI

### Annexation of Additional Property

As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time until thirty (30) years from the date this Declaration is recorded in the office of the Maricopa County, Arizona Recorder, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, by recording in the office of the Maricopa County, Arizona Recorder (or other appropriate governmental office) an instrument annexing such property. Such annexation to this

Declaration shall not require the vote of the Members. Any such annexation shall be effective upon the filing for record of such an instrument, duly executed and acknowledged by Declarant, unless otherwise provided therein. Nothing herein shall constitute a representation, warranty or covenant that Declarant or any successor or assign of Declarant will subject all or any part of the real property described on Exhibit "B" hereto to the provisions of this Declaration, nor shall Declarant or any successor or assign of Declarant be obligated so to do, and Declarant may waive its right so to do, in whole or in part, at any time or from time to time.

Declarant shall have the unilateral right to transfer to any other person all or any portion of the rights, privileges and options described in the foregoing paragraph to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the real property described in Exhibit "B" hereto, and provided, further, that such transfer shall be made by recording, in the office of the Maricopa County, Arizona Recorder (or other appropriate governmental office), a duly executed and acknowledged instrument specifying said transfer.

## Article VII

### Rights and Obligations of the Association

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and shall keep it in good, clean attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Educational, Recreational and Social Programs. The Association shall be responsible for providing such educational, recreational and social programs, as the Board of Directors deems appropriate in its discretion.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests within, adjacent to or related to all or any part of the real property described on Exhibits "A" or "B" hereto as may be conveyed or assigned to the Association by Declarant (or Declarant's successors or assigns) (including, but not limited to, such parts of the Common Area as may now or hereafter be held by Declarant). Declarant shall retain full discretion as to the date or dates upon which it will transfer to the Association all or any of the portions of the Common Area as it may now or hereafter hold, provided, however, that Declarant shall have no obligation whatsoever to transfer to the Association any of the portions of the Common Area which it now holds or hereafter may hold so long as Declarant owns any part of the real property on Exhibit "B" hereto, and provided, further, that Declarant presently has no intent so to transfer any portion of the Common Area within the property described on Exhibit "A" hereto or within the property described as Parcel "1" on

Exhibit "B" hereto prior to the conveyance to Owners of three thousand Residential Units in or on such properties.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violation of such rules and regulations may be imposed by the Board of Directors and may include reasonable monetary fines which shall constitute a lien upon the Owner's Residential Unit or Units and suspension of the right to vote and the right to use the Common Area. In addition, the Board of Directors shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## Article VIII

### Assessments

Section 1. Creation of Assessments. In order to provide funds to enable the Association to meet its financial and other obligations and to create appropriate reserves, there is hereby created a right of assessment and exercisable by the Board of Directors. General Assessments shall be allocated equally among all Residential Units (except that an Owner of an Apartment Building shall only be assessed as a General Assessment an amount equal to twenty percent (20%) per Residential Unit of the General Assessment applicable to the Owner of each Residential Unit which is not within an Apartment Building and except as is otherwise provided herein) and shall be for Common Expense. Parcel Assessments shall be levied against Residential Units (including Residential Units within Apartment Buildings) in particular portions of the Properties to reimburse the Association for any and all expenses incurred in the event the Association has or assumes (other than by contract) applicable maintenance responsibilities as provided in Article IV hereof.

Each owner, by acceptance of his, her or its deed with respect to one or more residential Units, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest from the date due at a rate equal to the higher of (a) eighteen percent (18%) per annum, or (b) two percent (2%) per annum plus the prime rate of interest quoted from time to time at New York, New York by Chase Manhattan Bank (or its successor) for commercial loans to its most credit-worthy customers (but in neither event at a rate greater than the maximum rate of interest, if any, permitted by the laws in effect in the State of Arizona at the time such interest accrues), and together with such costs and reasonable attorneys' fees as may be incurred in

seeking to collect such assessments shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each assessment is made.

Each such assessment, together with interest, costs and reasonable attorneys' fees as provided above, shall also be the personal obligation of the person who or which was the Owner of such Residential Unit at the time the assessment arose, and his, her or its grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except that no first mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the applicable mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

General Assessments for each fiscal year shall be due and payable annually on or before the first day of January of such fiscal year. Parcel Assessments and Special Assessments, if any, shall be paid in such manner and on such dates as may be fixed by the Board of Directors. In addition to any other powers of collection or enforcement granted hereunder, in the event any assessments with respect to a Residential Unit are delinquent, the Board shall have the right, in its sole discretion, to accelerate the date on which assessment with respect to such Residential Unit are due and payable. (Amendment recorded on April 13, 1998, at 98-0297000)

The General Assessments provided for herein (as distinguished from the Parcel Assessments) shall not commence until January 1, 1984, and shall not exceed in any fiscal year the "Maximum General Assessment" for such fiscal year, as determined in accordance with this Section. The Maximum General Assessment for the fiscal year beginning January 1, 1984 shall be Two Hundred Fifty Dollars (\$250.00) per Residential Unit, and for each fiscal year thereafter shall increase at the rate equal to the percentage increase for the applicable fiscal year over the immediately preceding fiscal year in the Consumer Price Index – All Urban Consumers (1967 = 100 Base) published by the Bureau of Labor Statistics of the U.S. Department of Labor (or its successor governmental agency, or, if such index is no longer published by said Bureau or successor agency, in the index most similar in composition to such index). Nothing herein shall obligate the Board to levy, in any fiscal year, General Assessments in the full amount of the Maximum General Assessment for such fiscal year, and the election by the Board not to levy General Assessments in the full amount of the Maximum General Assessment for any fiscal year shall not prevent the Board from levying General Assessments in a subsequent fiscal year in the full amount of the Maximum General Assessment for such subsequent fiscal year (as determined in accordance with this paragraph). Except as provided below, assessments shall be payable in respect of each Residential Unit (including any Residential Unit owned by Declarant) from the date of issuance by the City of Peoria, Arizona, or other applicable governmental agency, of a certificate of occupancy or similar document with respect to such Residential Unit. As to any Residential Unit conveyed by Declarant to an Owner after January 1, 1984, assessments as to such Residential Unit shall be prorated as of the close of escrow with respect to such Residential Unit. In the event Declarant elects at any time to sell undeveloped property (other than one or more subdivided lots with respect to which so-called "off-site improvements" have been installed but upon which no Residential Unit has been constructed) to any person, assessments with respect to



Residential Units eventually located thereon shall commence and be prorated as of the date of the issuance by the City of Peoria, Arizona (or other applicable local governmental agency) of a certificate of occupancy or similar document with respect to each such residential Unit. In the event Declarant elects to sell to any person one or more subdivided lots with respect to which so-called "off-site improvements" have been installed but upon which no Residential Unit has been constructed as of the date of such sale, assessments with respect to such lot (s) shall commence and be prorated as of the close of escrow with respect to such sale.  
(Clarification recorded on November 29, 1988 at 88-580343)

No owner shall be relieved of his, her or its obligation to pay any of the assessments provided or permitted hereunder by abandoning or not using his, her or its Residential Unit or the Common Area.

Section 2.     Computation of Assessment; Annual Budget. The Board shall prepare and adopt an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements of the Association for the year. The annual budget shall also take into account the estimated net available cash income for the year, if any, from the operation or use of any of the Common Area. The annual budget may provide for a reserve for contingencies for the year (or for subsequent fiscal years) and a reserve for replacements in reasonable amounts as determined by the Board. The Board shall cause a copy of the budget and a statement of the amount of the assessments to be levied against each Residential Unit for the following fiscal year to be delivered or mailed to each Owner not less than sixty (60) days following the meeting of the Board at which such budget shall have been adopted.

Section 3.     Special Assessments. In addition to the General Assessments and Parcel Assessments authorized in Section 1, the Association may levy a Special Assessment in any year, provided, however, that any Special Assessment shall be effective only with the approval of not less than fifty-one percent (51%) of all Class "A" votes (excluding Class "A" votes appurtenant to Residential Units within an Apartment Building) represented in person or by valid proxy at a meeting of Members duly called and convened to consider such Special Assessment. Special Assessments shall be allocated equally among all Residential Units except for Residential Units within an Apartment Building (which Residential Units shall not be liable for any Special Assessment).

Section 4.     Lien for Assessments. The assessments provided for herein shall constitute a lien on each Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over any other Mortgages with respect to such unit) made in good faith and for value. Such liens may be foreclosed in the manner provided for the foreclosure of mortgages.

The Association shall have the power to bid for any Residential Unit at any sale to foreclose the Association's lien on the Residential Unit, and to acquire and hold, lease, mortgage and convey the same. During the period owned by the Association following foreclosure no right to vote shall be exercised on its behalf and no assessment shall be assessed or levied on or with respect to it. Suit to recover a money judgment for unpaid assessments, rent, interest and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Capital Preservation Assessment. In addition to the General Assessments, Parcel Assessments, and Special Assessments, all Owners of Residential Units who purchase their Residential Units after the date that this amendment is recorded shall pay a Capital Preservation Assessment to the Association at the time of purchasing the Residential Unit. The Capital Preservation Assessment shall be considered a membership fee in the Association and shall only be charged against the Owner when the Owner first becomes a member of the Association. The Capital Preservation Assessment shall be collectible at the close of escrow in the same manner as the transfer fee, and subject to the same lien rights, as the General Assessments. The Capital Preservation Assessment shall be used to contribute to funding the Reserve Fund to pay for capital improvements to the common areas of the Association. The Capital Preservation Assessment provided for herein shall not commence until the Amendment is recorded, and, for the fiscal year then beginning, shall not exceed a total of Five Hundred Dollars (\$500.00) per Residential Unit. Thereafter, the Capital Preservation Assessment shall not be increased by more than five percent (5%) over the prior year without the approval of at least fifty-one percent (51%) of the members present in person or by proxy at a meeting of Members duly called for that purpose at which a quorum is present. (Amendment recorded March 6, 2001, at 01-0174716)

## Article IX

### Architectural Standards; Architectural Control Committee

All property, which is now, or hereafter subjected to this Declaration shall be subject to architectural and environmental review as provided herein. This review shall be in accordance with this Article and such standards as may be promulgated by the Board or the Architectural Control Committee, as applicable. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in any court of competent jurisdiction its decisions, decisions of said Committee, and any of the other provisions of this Declaration.

The Architectural Control Committee ("ACC") shall have exclusive jurisdiction over all original construction and any modifications, additions or alterations to improvements on any portion of the Properties (including, but not limited to, the construction or installation of fences, heating, ventilating, air conditioning and cooling units, solar panels, paint, or any other construction, modification, addition or alteration affecting the exterior appearance of any Residential Unit). The ACC shall promulgate Architectural and Environmental Standards and Application Procedures. It shall make the same available to Owners, builders and developers who seek to engage in development of or construction upon any portion of the Properties and shall

conduct its operations in accordance therewith. No original construction, modification, alteration or addition subject to the ACC's jurisdiction shall be commenced until it has been approved or is deemed approved by the ACC as provided herein. Any owner seeking to construct any new improvements or to make any modification, alteration or addition to any existing improvement upon the Properties (or to cause same to be constructed or made) shall first submit to the ACC detailed plans, specifications and elevations relating to the proposed construction. Said plans, specifications and elevations shall be sent by: (a) personal delivery, in which case the Person delivering the same shall obtain a signed and dated receipt from the recipient thereof (in which event they shall be deemed received as of the date indicated by the recipient on such receipt); or (b) by U.S. mail, postage paid, certified mail return receipt requested (in which event they shall be deemed received as of the date indicated on the return receipt). The ACC shall have forty-five (45) days after receipt of such plans, specifications and elevations to approve or disapprove of the proposed construction, modification, alteration or addition or to request additional information, and, if the ACC disapproves, to give the Owner or other Person submitting such plans, specifications and elevations reasonably detailed written reasons for such disapproval. In the event the ACC fails either to approve or disapprove the proposed construction, modification, alteration or addition (or to request additional information) within said forty-five (45) day period, such proposed construction, modification, alteration or addition shall be deemed approved. So long as Declarant owns any portion of the Properties, Declarant shall have the right, in its sole discretion, to appoint the members of the ACC, none of whom shall be required to reside upon the Properties. In addition, Declarant shall have the power and authority to assign any part or all of its right to appoint members to the ACC to any assignee of Declarant's rights hereunder (as evidenced by a specific instrument assigning such rights recorded in the office of the Maricopa County, Arizona Recorder [or other appropriate governmental office]). Declarant (or an assignee described in the preceding sentence) shall have the right, but not the obligation, to surrender such appointment power to the Board of Directors at any time prior to Declarant's (or such assignee's) sale of all of its portions of the Properties. Following the sale by Declarant (or such assignee) of all of its portions of the Properties, or following the earlier surrender, if any, by Declarant (or such assignee) of the appointment power hereby granted, the Board of Directors shall appoint the members of the ACC, none of whom shall be required to reside on the Properties. Notwithstanding the foregoing, the ACC shall have the right, at its option, to delegate the authority granted to it herein with respect to modifications, alterations or additions to existing improvements on the Properties to the appropriate board or committee of any Residential Association, so long as the ACC has determined that such board or committee has in force written review and enforcement practices, procedures and appropriate written guidelines and standards at least equal to those of the ACC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Any and all decisions by a Residential Association prior to the revocation of such jurisdiction shall be final. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his, her or its Residential Unit or to paint the interior of his, her or its Residential Unit any color desired, except to the extent such remodeling or painting is visible from outside such Residential Unit or affects the exterior appearance of such Residential Unit. No approval by the ACC of any proposed construction, modification, addition or alteration shall be deemed to replace or be substituted for any building permit or similar

approval required by any applicable governmental authority, nor shall any such approval be deemed to make the ACC liable or responsible for any damage or injury resulting or arising from any such construction, modification, addition or alteration. (Amendment recorded on August 1, 1988, at 88-0377431)

## Article X

### Use Restrictions

Section 1. Residential and Recreational Purpose. The Properties shall be used only for residential, recreational and related purposes (provided, however, that it shall be permissible to establish a bar and restaurant on the Common Area).

Section 2. Carports, Garages and Driveways. The interior of all carports and garages constructed on the Properties shall be maintained by the respective Owners thereof in a neat, clean and slightly condition. No carport shall be used for storage, nor shall power equipment, hobby shops or carpenter shops be maintained in any carport. No automobile overhaul, repair or maintenance work shall be conducted in any carport. Garages shall be used for parking vehicles and storage only, and shall not be used or converted for living or recreational activities without the prior approval of the Architectural Control Committee. All driveways shall be of asphalt or concrete construction.

Section 3. Temporary Structures. No temporary residence, structure or garage shall be placed or erected upon any part of the Properties. Except with the express written approval of Declarant, no Residential Unit shall be occupied in any manner while in the course of original construction or prior to issuance by the City of Peoria, Arizona (or other appropriate local governmental authority) of a certificate of occupancy (or other similar document) with respect to the Residential Unit.

Section 4. New Construction. All buildings or structures erected on the Properties shall be of new construction and the buildings and structures shall not have been moved to the Properties from other locations (except for temporary construction facilities placed or maintained by Declarant or an assignee of Declarant's rights hereunder, as evidenced by an instrument assigning those rights recorded in the office of the Maricopa County, Arizona Recorder [or other appropriate governmental office], in connection with construction by Declarant or such assignee).

Section 5. Signs. No billboards or signs of any type or character shall be erected or permitted on any part of the Properties or on any Residential Unit. (except for signs erected and maintained by Declarant or an assignee described in Section 4 above in connection with marketing of portions of the Properties by Declarant or such assignee). Nothing herein shall be deemed to prohibit attachment to the exterior of a Residential Unit of a single nameplate and a single address plate identifying the occupant and the address of the Residential Unit or the placing upon the exterior of any Residential Unit or upon the lot containing the Residential Unit of a

single "For Sale" sign, provided that such nameplates, address plates and "For Sale" signs shall be subject to the rules and regulations of the Board or such committee as the Board may designate. Further, nothing herein shall be deemed to prohibit installation and maintenance of directional signs, street signs or similar signs as may be approved by the Board for installation or maintenance by the Association or any Residential Association.

Section 6. HVAC and Solar Panels. No heating, air conditioning, evaporative cooling or solar energy collecting unit or panels shall be placed, constructed or maintained upon the Properties (including, but not limited to, upon the roof or exterior walls of any Residential Unit or building containing one or more Residential Units), unless (a) where such unit or panel is installed upon the roof of a Residential Unit or building containing one or more Residential Units such unit or panel is fully screened and concealed from view from adjacent properties by a parapet wall which is an integral part of the structure of such Residential Unit or building, or (b) in all other cases, such unit or panel is fully and attractively screened or concealed from view from adjacent properties, which means of screening or concealment shall (in either case) be subject to the regulations and approval of the Architectural Control Committee.

Section 7. Antennas and Towers. No television, radio, short-wave or other antenna, pole or tower shall be placed, constructed or maintained upon the Properties (including, but not limited to, upon the roof or exterior walls of any Residential Unit or building containing one or more Residential Units), unless (a) where such antenna, pole or tower is installed upon the roof of a Residential Unit or building containing one or more Residential Units such antenna, pole or tower is fully screened and concealed from view from adjacent properties by a parapet wall which is an integral part of the structure of such residential Unit or building, or (b) in all other cases, such antenna, pole or tower is fully and attractively screened or concealed from view from adjacent properties, which means of screening or concealment shall (in either case) be subject to the regulations and approval of the Architectural Control Committee. (See Board Resolution recorded August 14, 2000 at recording number 2000-0620305, and attached as Exhibit "C".)

Section 8. Tanks. No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on the Properties unless such tanks are buried underground or attractively screened to conceal such tanks from neighboring lots, Residential Units, property, roads or streets. Nothing herein shall be deemed to prohibit use or storage upon the Properties of propane or similar fuel tanks with a capacity of ten (10) gallons or less used in connection with a normal residential gas barbecue or grill.

Section 9. Vehicles. No private passenger automobiles or pick-up trucks shall be parked upon the Properties or any roadway adjacent thereto except within a carport or garage, in a private driveway appurtenant to a Residential Unit, or within areas designated for such purpose by the Association, provided, however, that the foregoing shall not apply to recreational vehicles parked on or near a lot containing a Residential Unit for a period not to exceed the time limits set forth by the Architectural Control Committee in the Design Guidelines for purposes of loading and unloading such vehicles. No mobile home, motor home, boat, recreational vehicle, trailer,

truck, camper, permanent tent or similar vehicle or equipment shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any other motor vehicle be constructed, reconstructed or repaired, upon the Properties, or any roadway adjacent thereto, except within a fully enclosed garage appurtenant to a Residential Unit or as expressly provided in the preceding sentence of this Section 9 and except in such areas and subject to such rules and regulations as the Board may designate and adopt. Subject to the foregoing, no motor vehicles of any kind which are not in operating condition shall be parked in any uncovered parking areas (including, but not limited to, private driveways appurtenant to a Residential Unit. (Amendment recorded on April 13, 1998, at 98-0297000)

Section 10. Underground Facilities. No cesspool or well may be dug or installed without the prior written approval of the Board. No part of the Properties shall be used for purposes of boring, mining, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 11. Outdoor Burning. There shall be no outdoor burning of trash or other debris, provided, however, that the foregoing shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills.

Section 12. Sanitation. Garbage and refuse facilities, containers and the like shall be attractively screened and camouflaged in such manner as to conceal them from the view of neighboring lots, Residential Units, property, roads or streets. All equipment for the storage or disposal of garbage or other waste shall be kept in a clean and sanitary condition. All rubbish, trash and garbage shall be kept only in approved containers, shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.

Section 13. Fences, Interferences and Obstructions. All fences shall be of block construction (except as may be otherwise permitted with the prior written consent of the Architectural Control Committee) and shall be painted or colored to match the exterior of the structure(s) enclosed by or upon the same lot as such fence. No fence shall exceed six (6) feet in height, provided that no fence within fifteen (15) feet of the front property line of a lot or parcel shall exceed three (3) feet in height. The foregoing shall not apply to boundary walls or fences constructed by the Declarant along property lines bounding public rights-of-way. No fence shall be permitted to interfere with existing recorded restrictions, drainageways or easements. Fences may be constructed in or over a recorded utility easement, provided, however, that should the utility companies ever require access to such easement, it shall be the responsibility of the Owner of the applicable residential Unit, at his, her or its sole expense, to remove and replace the fence.

No structure, shrubbery or other vegetation shall be permitted to exist on any lot the height or location of which shall be deemed by the Declarant or the Association to constitute either a traffic hazard, to be unattractive in appearance or unreasonably detrimental to adjoining property. As an aid to freer movement of vehicles at and near street intersections and in order to protect the safety of pedestrians and the operators of vehicles and/or property, the Declarant or the

Association may impose further limitation on the height of fences, walls, gateways, ornamental structures, hedges, shrubbery and other fixtures, and construction and planting on corner lots or other parcels at the intersection of two or more streets or roadways.

Section 14. Nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate, for any unreasonable length of time on any portion of the Properties, and no odors shall be permitted to arise therefrom, so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Properties in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any portion of the Properties so as to be offensive or detrimental to any Owner. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Properties. The Board in its discretion shall have the right to determine the existence of any such nuisance. Furthermore, the Board has the right to remove any nuisance at the expense of the Owner responsible for the nuisance.

Section 15. Drainage Alteration; Easements. No vegetation (except suitable ground cover) may be planted or permitted to remain on areas subject to drainage easements, as shown on recorded plats, in such manner as to interfere with drainage or which shall be deemed by the Board to be a detriment to utilities located under or near such vegetation. It is the responsibility of the owner thereof to maintain all property subject to recorded easements.

Section 16. Right of Entry. The board or its agents shall have the right of entry to any part of the Properties for the purposes of investigating possible or actual violations of these covenants and use restrictions and correcting such violations.

Section 17. Age Restrictions.

1. Except as set forth below, each Residential Unit shall be occupied by at least one (1) person fifty-five (55) years of age or older, and no person who is less than eighteen (18) years of age shall occupy a Residential Unit. The foregoing restrictions shall not prohibit the occupancy of a Residential Unit by the following persons:

A. A person who is less than eighteen (18) years of age who is a guest or an invitee of a Residential Unit owner for a period not to exceed ninety (90) days in any twelve month period;

B. Any person or persons who own or occupy a Residential Unit or have entered into a contract to buy a Residential Unit as of the effective date of this amendment;

C. The surviving spouse or other surviving cohabitant of a deceased resident who was fifty-five (55) years old or older at the time of death;

D. The surviving spouse or other surviving cohabitant of a resident who is fifty-five (55) years old or older at the time such resident is advised by such medical doctor licensed by the State of Arizona to move to, or is placed in, a facility for the care of the elderly or the infirm on the advice of a medical doctor licensed by the State of Arizona;

E. Any other person permitted to occupy a Residential Unit pursuant to the rules and regulations adopted by the Board in accordance with this section; provided, however, that no occupancy shall be permitted if such would be violative of any law, including without limitation, the Fair Housing Amendments Act of 1988, and the rules and regulations interpreting such Act published by the Department of Housing and Urban Development under 24 CFR Part 14, et al.

2. The Board shall publish, adhere to and enforce policies and procedures that demonstrate an intent to provide housing for persons fifty-five (55) years of age or older. The Board may adopt rules and regulations that are more restrictive or less restrictive than the provision set forth in Paragraph I above, provided that (A) such rules and regulations promote and preserve Westbrook Village as an active adult community as set forth in this paragraph, and (B) such rules and regulations are consistent with the policies and procedures set forth in the first sentence of this subparagraph, and with all applicable law regulating age restrictions, including without limitation, the Fair Housing Amendments Act of 1988 and the rules and regulations interpreting such Act published by the Department of Housing and Urban Development under 24 CFR Part 14, et al.

3. In addition to the other enforcement powers given the Association, the Board, and the Architectural Committee under this Declaration, the Articles, and Bylaws, the Association, through the Board, is hereby given an express right to enforce this Section 17 and any and all rules and regulations adopted by the Board and/or the Association in connection with the age restrictions set forth in this Section 17. The Association's remedies for violation of this Section 17 include, but are not limited to: seeking injunctions and other legal remedies; imposing fines; suspension of voting rights; suspension of use of the recreation facilities, and assessing for costs incurred in connection with such violation, including, but not limited to, administration costs and attorneys' fees and costs.

4. Notwithstanding anything contained in this Section 17 to the contrary, in no event shall less than eighty percent (80%) of the Residential Units (or such higher percentage to the extent required by law) at any time be occupied by persons/groups/families where no individual is at least fifty-five (55) years of age or older. (Amendment recorded on April 13, 1998, at 98-0297000. Also see Board Resolution recorded January 25, 2001 at recording number 2001-0056245, and attached as Exhibit "D".)

Section 18. Clothes-Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any part of the Properties



unless they are erected, placed or maintained exclusively within a fenced yard or otherwise concealed and shall not be visible from neighboring property.

Section 19. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Properties, provided, however, that nothing herein shall be construed as prohibiting the keeping of ordinary household pets in a Residential Unit or upon a parcel of land containing a Residential Unit, subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose.

Section 20. Renting or Leasing of Residential Units. Residential Units (including, but not limited to, Residential Units within an Apartment building) may be rented or leased only by written leases and subject to the following restrictions: All tenants shall be subject to the terms and conditions of this Declaration, the Articles, the Bylaws and the rules and regulations adopted by the Board as though such tenant were an Owner. Each Owner agrees to cause his, her or its tenant, occupant or persons living with such Owner or with his, her or its tenant to comply with the Declaration, the Articles, the Bylaws and the rules and regulations adopted by the Board, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Residential Unit are fully liable for any violation of said documents and regulations; failure to comply shall be, at the Board's option, considered a default in the lease.

In the event that a tenant, occupant or person living with the tenant violates a provision of the Declaration, the Articles, the Bylaws or rules and regulations adopted by the Board, the association shall have the power to bring an action or suit against the tenant to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the tenant. The association's cost in doing so, including, but not limited to, reasonable attorneys' fees, together with interest as provided in Section 8 of Article XII hereof, shall be reimbursed by the tenant to the Association and constitute a lien on the applicable Residential Unit (or, if applicable, the Apartment Building containing such residential unit) which shall have the priority and may be enforced in this manner described in Section 4 of Article VIII hereof.

The Board shall also have the power to impose reasonable fines upon the tenant and the Owner for any violation by the tenant, occupant or person living with the tenant of any duty imposed under the Declaration, the Articles, the Bylaws of the Association or the rules and regulations adopted by the Board, and to suspend the right of the tenant, occupant, or person living with the tenant to use the Common area.

Section 21. Landscaping and Maintenance. Within sixty (60) days of acquiring a residential Unit, each Owner shall landscape, if not already landscaped, the parcel of land on which the Owner's Residential Unit is located, if such parcel of land is owned by said Owner. Each such Owner (or the applicable residential Association, if such Owner's residential Unit is

situated within or on property submitted by a recorded instrument to a condominium or similar form of ownership) shall maintain the landscaping on such Owner's land (or the land subject to the jurisdiction of such residential Association, if applicable) and shall keep the land free of debris and weeds at all times and promptly repair portions of the landscaping which have been damaged. Each Owner (or the applicable Residential Association, if appropriate) shall maintain the aforementioned landscaping and exterior of the Owner's residential Unit in accordance with standards prescribed by the Board or the Architectural Control Committee and otherwise in a manner and to a level consistent with the standards of quality established by the Board (and its committees, including the Architectural Control Committee) with respect to the quality, quantity and frequency of watering, mowing, weeding, trimming, fertilizing, painting and the like. In the event any Owner or Residential association fails to perform the obligations provided herein, the Association may, at the discretion of the Board, perform those obligations at the expense of such Owner or Residential Association, which expense, together with attorneys' fees and interest as provided in Section 8 of Article XII hereof, shall constitute a lien on such Owner's Residential Unit or upon all Residential Unit or upon all Residential Units in such Residential Association, as applicable. The provisions of this Section 21 shall not apply to any Residential Unit or other property owned by Declarant.

Section 22. Storage and Tool Sheds or Structures. No storage or tool sheds or similar structures shall be placed, erected or maintained upon any part of the Properties except where such structure is constructed as an integral part of a Residential Unit (including materials, color and the like) in accordance with the provisions of Article IX hereof, including approval by the Architectural Control Committee.

Section 23. Miscellaneous. The Board, in its good faith discretion, is hereby authorized to grant such waivers of the restrictions contained in this Article X as it shall deem appropriate in the circumstances, so long as the use permitted by such waiver shall not result in an unsafe, unsanitary or aesthetically displeasing condition and shall not result, in the Board's discretion, in a substantial departure from the common plan of development contemplated by this Declaration. In addition, all portions of the Properties shall continue at all times to be subject to any and all applicable zoning laws and ordinances, provided, however, that where the provisions of this Declaration are more restrictive than such laws or ordinances, the provisions of this declaration shall control.

## Article XI

### Party Walls

Section 1. General Rules of Law to Apply. Except as otherwise provided in declarations pertaining to portions of the Properties (including, for example, declarations of horizontal property regime), each wall (including fence walls) which is built by or on behalf of Declarant or any assignee of Declarant's rights hereunder (as evidenced by an instrument recorded in the office of the Maricopa County, Arizona Recorder [or other appropriate governmental

office]) on the dividing line between the property of two Owners shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omissions shall apply thereto.

Section 2.     Sharing of Repair and Maintenance. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3.     Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his, her or its negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4.     Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5.     Apartment Buildings. The provisions of this article shall not be deemed to apply to any walls between two or more Residential Units within a single Apartment Building.

## Article XII

### General Provisions

Section 1.     Term. The covenants, conditions and restrictions of this Declaration (a) shall run with and bind the Properties, (b) shall inure to the benefit of and shall be enforceable by the Association, by Declarant (or Declarant's assignee, as evidenced by an instrument recorded in the office of the Maricopa County, Arizona Recorder [or other appropriate governmental office]) or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and (c) shall remain in full force and effect until January 1, 2030, at which time said conditions, covenants and restrictions, unless revoked by an affirmative vote of Members holding, personally or by valid proxy, not less than seventy-five percent (75%) of all votes eligible to be cast at a meeting of Members, shall automatically be extended for successive periods of twenty-five (25) years each, until revoked in the manner provided above.

Section 2.     Amendment. Except as otherwise provided herein, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing at least seventy-five percent (75%) of all votes then in existence. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant and any assignee of such right or privilege. So long as the Class "B" membership exists, Declarant may, without vote of the Owners, amend this Declaration, so long as no substantive rights of any existing Owner are adversely affected.

Section 3.     Indemnification. The Association shall indemnify every officer and director of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director of the Association in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director of the Association, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except indirectly to the extent that such officers or directors may also be Members of the Association and therefore subject to assessment to fund a liability of the association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director of the Association, may be entitled.

Section 4.     Easements for Utilities, Etc. There is hereby reserved to Declarant the power to grant blanket easements upon, across, over and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to, water, sewers, telephones, cable television and electricity, provided, that no such easement shall interfere with a Residential Unit or its reasonable use and such easements shall require the holder of the easement to repair any damage caused to the property of any Owner. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant or the Association, as applicable, shall have the right to grant such easement on said property in accordance with the terms hereof.

Section 5.     No Partition. No person acquiring any interest in the Properties or any part thereof shall have a right to, nor shall any person seek any judicial partition of the Common Area. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring or disposing of title to real property which may or may not be subject to this Declaration. (Amendment recorded on April 13, 1998, at 98-0297000)

Section 6.     Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7.     Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Ronald Reagan, President of the United States.

Section 8.     Enforcement. The Association shall have the standing and power to enforce the provisions of this Declaration and the provisions of any other recorded document pertaining to any residential Unit or Units and its costs in doing so, including, but not limited to, reasonable attorneys' fees, together with interest thereon from the date the costs are expended at a rate equal to the higher of (a) eighteen percent (18%) per annum, or (b) two percent per annum plus the prime rate of interest quoted from time to time at New York, New York by Chase Manhattan Bank (or its successor) for commercial loans to its most credit-worthy customers (but in neither event at a rate greater than the maximum rate of interest, if any, permitted by the laws in effect in the State of Arizona at the time such interest accrues), shall constitute a lien on all residential Units owned by the Owner or Owners against whom the action is taken, which lien shall have the priority and may be enforced in the manner described in Section 4 of Article VIII hereof. To establish a fund for the enforcement of any and all such provisions, the original purchaser from Declarant (or from an assignee of Declarant's rights hereunder, as evidenced by a specific instrument assigning said rights recorded in the office of the Maricopa County, Arizona Recorder [or other applicable governmental office ]) and every subsequent purchaser of a Residential Unit or subdivided lot with respect to which so-called "off-site improvements" have been installed shall pay to the Association, upon the close of escrow of such purchaser's purchase of such Residential Unit or lot, a one-time fee of fifty dollars (\$50.00), each of which fees (together with all interest accruing on such fees) shall be placed by the Association in a separate account (or shall be otherwise separated and distinguished from all other funds of the Association) and used by the Board of Directors solely for purposes of enforcing the provisions of this Declaration and the provisions of any other recorded document pertaining to any Residential Unit or Units or of any rules or regulations adopted by the Board of Directors or any Residential Association, or by any committees established by the Board of Directors, by this Declaration or by any Residential Association. If, however, the separated funds exceed \$50,000.00, the Board of Directors may remove the funds in excess of \$50,000.00 and use such funds for any other purpose for the benefit of the Association. The establishment and existence of said enforcement fund shall in no way affect or remove any Owner's obligation for costs (including, but not limited to, attorneys' fees) incurred by the association in taking action against such Owner, as provided in the first sentence of this Section 8. (Amended April 13, 1998)

Section 9. Property Held in Trust. Any and all portions of the real property described on Exhibits "A" or "B" hereto which are held in a subdivision or other trust or trusts (or similar means of holding title to property), the beneficiary of which trust(s) is Declarant, shall be deemed for all purposes hereunder to be owned by Declarant and shall be treated for all purposes hereunder in the same manner as if such real property were owned in fee by Declarant. No conveyance, assignment or other transfer of any right, title or interest in or to any of such real property by Declarant to any such trust (or the trustee thereof) or to Declarant by any such trust (or the trustee thereof) shall be deemed for purposes of this Declaration to be a sale of such real property or any right, title or interest therein.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 29<sup>th</sup> date of September, 1982.

END OF DOCUMENT

The President of the Association hereby certifies that, to the best of the Association's ability, the provisions contained within this Restated Declaration are a true and accurate restatement of the original Declaration with the incorporation of the four (4) amendments thereto. No alterations or amendments have been made to the Declaration, except for the amendments previously approved by the membership.

DATED this 6<sup>th</sup> day of June, 2007.

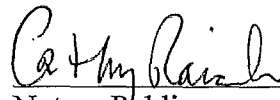
WESTBROOK VILLAGE ASSOCIATION

By: Robert C. Roth

Its: President

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

On this 06 day of June, 2007, before me personally appeared Robert C. Roth, whose identify was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above document.

  
Notary Public

Notary Seal:



J:\Westbrook Village – 2259\General Counsel\Amended and Restated CC&Rs\Documents\Restated CC&Rs 4-26-07.wpd

EXHIBIT A

Notice of Installation of Antenna  
On Individually-Owned or Exclusive-Use Area

Homeowner(s) \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

Direct broadcast satellite \_\_\_ 18- inch \_\_\_ Other \_\_\_ Size \_\_\_\_\_

Television broadcast \_\_\_

Multi-point distribution service \_\_\_ Size \_\_\_\_\_

Company Performing Installation \_\_\_\_\_

Identify Installation Location: Patio \_\_\_ Rear Deck \_\_\_ Balcony \_\_\_

Other \_\_\_ Indicate "other" \_\_\_\_\_

Date Installation Performed: \_\_\_\_\_

Please indicate the method of installation



1980

Is a mast necessary for reception? Yes ☐ No ☐

If yes, you must complete the form for mast installation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

20000620305

## EXHIBIT B

### Notification Form for Installation of Oversized Masts

Is a mast extending more than twelve feet above the roofline required for your antenna?

Yes ☐ No ☐

Is a mast extending higher than the distance from the installation to the lot line?

Yes ☐ No ☐

If you responded "yes" to either question, please provide your reasons why such a mast is necessary.  
Include a detailed drawing of the installation plans, including:

- Description of the antenna and mast.
- Exact location of the mast and antenna installation.
- Description of the manner and method of installation.
- Total height of the mast and the height it will extend beyond the roofline. *(Include an explanation of why the mast must extend to this height.)*
- Manufacturer specifications regarding the installation of the mast.

Please provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.

2006-03-05

I will comply with all of the Association's rules for installing, maintaining and using antenna masts.  
I assume liability for any damage to Association or other owners' property that occurs due to mast  
installation, maintenance and use.

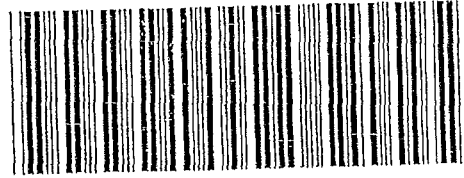
Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

## Exhibit C



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2000-0620305 08/14/2000 05:00

VEZENIA 1 OF 1

When recorded return to :

Curtis S. Ekmark, #014773  
Ekmark & Ekmark, L.L.C.  
6720 North Scottsdale Road, Suite 261  
Scottsdale, Arizona 85253  
(480) 922-9292  
Fax (480) 922-9422

### WESTBROOK VILLAGE ASSOCIATION

#### Antenna Resolution and Policy

#### I. Introduction

- A. The Westbrook Village Association is governed by a Declaration of Covenants, Conditions and Restrictions ("Declaration"), recorded at Docket No. 16325, pages 233-293 in the office of the Maricopa County Recorder.
- B. Article X, Section 7 of the Declaration for Westbrook Village states that "No television, radio, shortwave or other antenna, pole or tower shall be placed, constructed or maintained upon the Properties (including, but not limited to, upon the roof or exterior walls of any Residential Unit or building containing one or more Residential Units), unless (a) where such antenna, pole or tower is installed upon the roof of a Residential Unit or building containing one or more Residential Units such antenna, pole or tower is fully screened and concealed from view from adjacent properties by a parapet wall which is an integral part of the structure of such Residential Unit or building, or (b) in all other cases, such antenna, pole or tower is fully and attractively screened or concealed from view from adjacent properties, which means of screening or concealment shall (in either case) be subject to the regulations and approval of the Architectural Control Committee."
- C. On October 14, 1996, however, an FCC Rule preempted deed restrictions such as the provision cited above to the extent that the provision conflicts with the FCC Rule.
- D. The Association hereby adopts this Resolution and Policy in order to regulate the installation, use and maintenance of satellite dishes and antennas in accordance with the FCC Rule.

- E. While this Resolution and Policy applies to all owners, tenants and occupants within the Association, the owner of a particular lot is ultimately responsible for compliance with this Resolution and Policy.

## II. Types of Antennas

- A. This Resolution applies only to the following three types of antennas listed in the FCC Rule:
  - 1. Direct Broadcast Satellite ("DBS") antennas one meter in diameter or less may now be installed while DBS antennas larger than one meter are still subject to the regulations set forth in Article X, Section 7 of the Declaration.
  - 2. Multi-point Distribution Service ("MDS") antennas one meter or less in diameter may now be installed while MDS antennas larger than one meter are still subject to the regulations set forth in Article X, Section 7 of the Declaration.
  - 3. Antennas designed to receive television broadcast signals may now be installed.
- B. All other antennas, except the three listed above, are still subject to the regulations set forth in Article X, Section 7 of the Declaration.

## III. Location and Installation

If the antenna is one of the three types now allowed by the FCC Rule, the antenna must still comply with the following regulations:

- A. No antenna may encroach upon any common area or the property of another owner.
- B. An antenna must be placed inside the dwelling if an acceptable signal quality may be received from any place within the dwelling.
- C. The antenna must be shielded from view from the street and neighboring properties to the maximum extent possible as long as an acceptable signal quality may be received. If necessary to shield the antenna from view, the Association may require that the antenna be shielded by reasonably priced landscaping that complies with the Association's landscape requirements.
- D. Antennas, masts and any visible wiring must be painted to match the color of the structure to which they are installed, provided the painting does not interfere with acceptable quality signal and does not void the manufacturer's warranty.

- E. The antenna must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits.
- F. Installation must be pursuant to the manufacturer's instructions.
- G. In order to protect against personal injury and property damage, an antenna may not be placed in a location where it may come into contact with a power line.
- H. In order to protect against personal injury and property damage, all antennas must be properly grounded and secured.
- I. In order to protect against personal injury, antennas may not block or obstruct any driver's view of an intersection or street.
- J. If the antenna is attached to a mast, the following regulations apply:
  - 1. Mast height shall be no higher than absolutely necessary to receive acceptable signal quality.
  - 2. Masts that extend more than twelve feet above the roof line must be approved by the Association before installation and the application must include a detailed description of the method by which the mast is secured and an explanation regarding the necessity of such a mast.
  - 3. Masts must be installed and painted to match their surroundings.
  - 4. Masts must not encroach upon the common area or another owner's property.
  - 5. In order to protect against personal injury, masts installed upon a roof may not be installed nearer to the lot line than the total height of the mast and antenna.
  - 6. In order to protect against personal injury and property damage, a mast may not be installed so that it would touch a power line if it fell.

#### IV. Maintenance

- A. The owner is responsible for all costs associated with the installation and maintenance of an antenna.
- B. The owner is responsible for all damage caused by or connected with the antenna.

- C. The owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the antenna.
- D. The owner shall keep the antenna in good repair so that it does not violate any portion of this Resolution and Policy.

#### V. Notification

- A. An owner must complete the notification form attached as Exhibit A and submit a copy of the completed form to the Association within five business days after installing an antenna allowed pursuant to this Resolution and Policy.
- B. If requested by the Association, the owner must establish a mutually convenient time to meet with a representative of the Association to review and discuss the antenna.

#### VI. Enforcement

- A. In the event of a violation of this Resolution and Policy, the Association may bring an action for declaratory relief with the FCC or the Maricopa County Superior Court after notice and an opportunity to be heard. If the FCC or Court determines that the Association Rule is enforceable, the owner shall pay a \$50.00 fine to the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues.
- B. If an antenna poses a serious, immediate safety hazard, the Association may seek injunctive relief to compel the removal of the antenna.
- C. The Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of this Resolution and Policy.

#### VII. Severability

- A. If any provision of this Resolution and Policy is ruled invalid, the remainder of these rules shall remain in full force and effect.

200062005

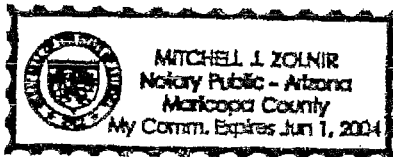
This antenna Resolution and Policy is adopted and is immediately effective this 11th day  
of August, 2000.

GW (Beve) Hayn  
President,  
Westbrook Village Association

On the 11 day of AUGUST, 2000, before me, the undersigned Notary Public in and  
for the County of Maricopa in the State of Arizona, personally appeared  
GEORGE WILLIAM HAYN, who acknowledged that \_\_\_\_\_ is the president for the  
Association and being authorized to do so, subscribed and swore to the statements contained in  
this notice.

Mitchell J. Zolnier  
Notary Public

JUNE 1, 2004  
My Commission Expires:

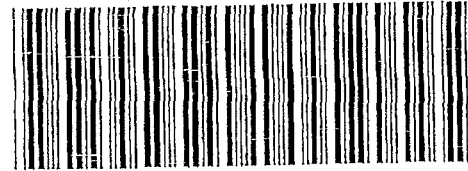




## Exhibit D

When recorded, return to:

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



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2001-0056245 01/25/2001 04:46

CLARK 1 OF 1

### BOARD RESOLUTION

WHEREAS, Westbrook Village Association ("Association") is governed by the Declaration of Covenants, Conditions and Restrictions, recorded at Docket 16325, beginning at Page 233, records of Maricopa County, Arizona, and all amendments thereto;

WHEREAS, Article X, Section 17 of the Declaration, as amended, allows the Board of Directors to adopt rules and regulations governing Age Restriction;

NOW, THEREFORE, the Board of Directors has adopted the following rules and regulations as its age restriction policy:

- 1) Verification of age status reports will be maintained by the Compliance Manager.
- 2) The Association shall attempt to verify age at the close of escrow. (Age Verification forms are sent to the Title companies, are put in Disclosure Statements and mailed to new buyers if age verification is not received when the deed comes in).
- 3) The Board of Directors will review the percentages of occupancy every 90 days.
- 4) At least eighty percent (80%) of all residential Units shall be occupied by one (1) person fifty-five (55) years of age or older at all times, and no person who is less than eighteen (18) shall occupy a Residential Unit.
- 5) Of the remaining Residential Units, at least one (1) permanent occupant of each residential unit must be forty (40) years of age or older (or if a residential unit is leased, it shall in all cases be leased to person or persons, at least one of whom is forty (40) years of age or older and is a full time occupant of said residential unit during the term of such lease.
- 6) The Board shall have the ability to monitor the remaining twenty percent (20%) of the Residential Units, and may require that a certain percentage of the remaining twenty percent (20%) of the Residential Units be occupied by one person fifty-five (55) years of age or older to ensure that the Association always maintains at least eighty percent (80%) of the Residential Units occupied by one person fifty-five (55) years of age or older. The Board may establish specific policies for the staff to follow to monitor the occupancy

levels closely. These policies may include requiring the Realtors and Title Companies to provide age verification information prior to close of escrow or a sale.

The President of the Association hereby certifies that the Board of Directors adopted this Age Restriction Policy on December 28, 2000

Dated this 22 day of January, 2001

WESTBROOK VILLAGE ASSOCIATION

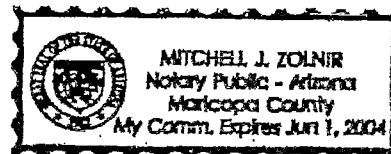
By: G.W. Hayn  
Its President

STATE OF ARIZONA     )  
                                  ) SS.  
COUNTY OF MARICOPA )

On this 22 day of JANUARY, 2001, before me, the undersigned notary public, in and for said county and state, personally appeared G.W. HAYN, the President of WESTBROOK VILLAGE ASSOCIATION, an Arizona non-profit corporation, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the above instrument for and on behalf of the corporation, in his capacity as an authorized officer thereof.

Mitchell J. Zolnier  
Notary Public

My Commission Expires: 5-2-01



## EXHIBIT A

### **Legal Description**

This Declaration governs all of the property in Section 28, Township 4 North, Range 1 East and Section 27, Township 4 North, Range 1 East, *except for the property listed in EXHIBIT A -I, attached hereto.*

The property governed by this Declaration is more particularly described as follows:

Lots 1 through 9, inclusive, and Lots 41 through 118, inclusive, and Tracts A through Z, and AA through CC, inclusive, SCOTLAND HILLS PHASE I AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 388 of Maps, Page 09.

Lots 10 through 40, inclusive, and Lots 119 through 133, inclusive, and Tracts A through Q, inclusive, SCOTLAND HILLS PHASE II AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 411 of Maps, Page 03.

Lots 744 through 852, inclusive, and Tracts A through H, inclusive, TORREY PINES PHASE I AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 364 of Maps, Page 11.

Lots 853 through 920, inclusive, and Tracts A through B, TORREY PINES PHASE II AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 369 of Maps, Page 35.

Lots 1134 through 1209, inclusive, and Tracts A through E, inclusive, VILLAGE TERRACE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 353 of Maps, Page 15.

Lots 642 through 701, inclusive, and Tracts A through B, VILLAGE TERRACE II AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 363 of Maps, Page 15.

Lots 702 through 743, inclusive, and Tracts A through D, inclusive, VILLAGE TERRACE III AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 369 of Maps, Page 36.

Lots 1137 through 1246, inclusive, and Tracts A through J, inclusive, WILLOW RIDGE PHASE I AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 416 of Maps, Page 41.

Lots 1247 through 1304, inclusive, and Tracts A through C, inclusive, WILLOW RIDGE PHASE II AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 440 of Maps, Page 13.

Lots 1012 through 1089, inclusive, and Tracts A through H, inclusive, EAGLE RIDGE PHASE I AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 391 of Maps, Page 46.

Lots 1090 through 1136, inclusive, and Tracts A through B, EAGLE RIDGE PHASE II AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 408 of Maps, Page 17.

Lots 1 through 68, inclusive, and Tracts A through S, inclusive, VISTA FAIRWAYS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 375 of Maps, Page 06.

Lots 676 through 730, inclusive, and Tract A, SHADOW RIDGE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 309 of Maps, Page 47.

Lots 1 through 29, inclusive, and Tracts A through J, inclusive, THE ENCLAVE, VILLAGE SQUARE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 346 of Maps, Page 19.

Lots 585 through 641, inclusive, and Tract A, VISTA PINNACLE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 352 of Maps, Page 17.

Lots 1002 through 1038, inclusive, and Tract A, WILLOWBROOK ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 328 of Maps, Page 19.

Lots 918 through 1001, inclusive, and Tract A, IRONWOOD ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 322 of Maps, Page 39.

Lots 776 through 917, inclusive, and Tracts A through E, inclusive, HIGHLAND HILLS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 322 of Maps, Page 02.

Lots 1039 through 1133, inclusive, and Tracts A through B, PINERIDGE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 334 of Maps, Page 26.

Lots 1 through 80, inclusive, and Tracts A through Z, inclusive, and AA, COUNTRY CLUB ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 436 of Maps, Page 02, as amended by FIRST AMENDED FINAL PLAT OF COUNTRY CLUB ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 459 of Maps, Page 25.

Lots 1 through 72, inclusive, and Tracts A through Z, inclusive, VISTA POINT AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 363 of Maps, Page 16.

Lots 356 through 404, inclusive, and Tracts A through C, inclusive, OAKMONT HEIGHTS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 339 of Maps, Page 46.

Lots 1 through 85, inclusive, and Tracts A through D, inclusive, PINEHURST PLACE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 336 of Maps, Page 38.

Lots 86 through 162, inclusive, and Tracts A through B, CYPRESS POINT ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 336 of Maps, Page 37.

Lots 446 through 584, inclusive, and Tracts A through H, inclusive, CYPRESS POINT ESTATES II AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 347 of Maps, Page 26.

Lots 1 through 64, inclusive, and Tracts A through Z, inclusive, VISTA CROSSING AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 350 of Maps, Page 10.

Lots 163 through 319, inclusive, and Tracts A through C, inclusive, ST. ANDREWS PLACE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 344 of Maps, Page 11.

Lots 405 through 442, inclusive, and Tracts A through B, TAMARRON PLACE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 339 of Maps, Page 47.

Lots 1 through 3, inclusive, TAMARRON PLACE II AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 445 of Maps, Page 02.

Units 1 through 106, inclusive, and all common elements, CAMBRIDGE CROSSING AT WESTBROOK VILLAGE, A CONDOMINIUM according to the plat of record in the office of Maricopa County Recorder in Book 314 of Maps, Page 14.

Lots 1 through 74, inclusive, and Tracts A through E, inclusive, FAIRWAY SPRINGS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 306 of Maps, Page 40.

All Units and all common elements, VILLAGE SQUARE AT WESTBROOK VILLAGE, A CONDOMINIUM according to the plat of record in the office of Maricopa County Recorder in Book 304 of Maps, Page 38.

Units 1 through 72, inclusive, and all common elements, HIDDEN PALMS AT WESTBROOK VILLAGE, A CONDOMINIUM according to the plat of record in the office of Maricopa County Recorder in Book 348 of Maps, Page 12.

Lots 1 through 60, inclusive, BROOKSIDE GARDENS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 272 of Maps, Page 08.

Lots 61 through 138, inclusive, SUPPLEMENTAL PLAT FOR BROOKSIDE GARDENS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 277 of Maps, Page 22.

Lots 217 through 329, inclusive, HEATHERBROOK AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 264 of Maps, Page 07.

Lots 1 through 67, inclusive, LAKESIDE TERRACE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 268 of Maps, Page 02.

Lots 1 through 116, inclusive, OAKBROOK AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 286 of Maps, Page 16.

Units 1 through 54, inclusive, and all common elements, FAIRWAY RIDGE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 258 of Maps, Page 50.

Units 55 through 109, inclusive, and all common elements, SUPPLEMENTAL PLAT FOR FAIRWAY RIDGE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 275 of Maps, Page 39.

Units 1 through 84, inclusive, and all common elements, EDGEWATER PARK AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 249 of Maps, Page 32.

Units 85 through 146, inclusive, and all common elements, WINDSOR PARK AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 254 of Maps, Page 26.

Lots 1 through 130, inclusive, LAKEVIEW ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 245 of Maps, Page 28.

Units 1 through 9, inclusive, and all common elements, MEADOW PARK AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 316 of Maps, Page 11.

Lots 1 through 22, inclusive, and Tracts A through J, inclusive, MEADOW PARK TWO AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 344 of Maps, Page 19.

Lots 495 through 600, inclusive, and Tract A, QUAIL RIDGE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 301 of Maps, Page 39.

Lots 131 through 216, inclusive, MEADOWRIDGE UNIT ONE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 251 of Maps, Page 16.

Lots 731 through 770, inclusive, MEADOWRIDGE UNIT TWO AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 316 of Maps, Page 13.

Lots 771 through 775, inclusive, MEADOWRIDGE UNIT THREE AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 316 of Maps, Page 10.

Lots 434 through 494, inclusive, MONTEREY GREENS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 299 of Maps, Page 28.

Lots 601 through 661, inclusive, and Tracts A through B, MOUNTAIN PARK ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 304 of Maps, Page 45.

Lots 921 through 1006, inclusive, and Tracts A through L, inclusive, FAIRWAY VIEWS AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 383 of Maps, Page 47.

Lots 330 through 435, inclusive, MOUNTAIN VIEW ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 286 of Maps, Page 15, as amended by AMENDED FINAL PLAT OF MOUNTAIN VIEW ESTATES AT WESTBROOK VILLAGE, according to the plat of record in the office of Maricopa County Recorder in Book 287 of Maps, Page 45.

## **EXHIBIT A-1**

### **Property not included in Legal Description**

The following property is part of Section 28, Township 4 North, Range 1 East and Section 27, Township 4 North, Range 1 East, *but is not governed by the Declaration*:

Lots 1 and 2, 91<sup>ST</sup> AVENUE & UNION HILLS RETAIL CENTER, according to the plat of record in the office of Maricopa County Recorder in Book 710 of Maps, Page 12.

Lots 1 through 5, inclusive, TORREY PINES COMMERCE CENTER, according to the plat of record in the office of Maricopa County Recorder in Book 593 of Maps, Page 27 as amended by A REPLAT OF LOTS 4 & 5 OF TORREY PINES COMMERCE CENTER, according to the plat of record in the office of Maricopa County Recorder in Book 673 of Maps, Page 07.



## Exhibit A-1 continued

A PARCEL OF LAND KNOWN AS TRACT B AS SHOWN ON A MAP OF DEDICATION PLATTED IN BOOK 343 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AN ADJACENT VACANT PARCEL, BOTH LYING IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 00 DEGREES 41 MINUTES 24 SECONDS WEST, 33.00 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 41 MINUTES 24 SECONDS WEST, 324.00 FEET ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF SAID TRACT B; THENCE NORTH 89 DEGREES 09 MINUTES 29 SECONDS EAST, 332.50 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 24 SECONDS EAST, 324.00 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 29 SECONDS WEST, 332.50 FEET ALONG THE SOUTH LINE OF SAID TRACT B TO THE POINT OF BEGINNING.

**Exhibit A-1 continued**

**PARCEL NO. 1:**

A portion of the Southeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast quarter of Section 27;

THENCE South 89 degrees 10 minutes 59 seconds West along the South line of said Southeast quarter, a distance of 115.03 feet;

THENCE North 00 degrees 49 minutes 01 seconds West, a distance of 65.00 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 10 minutes 59 seconds West, a distance of 180.00 feet;

THENCE North 00 degrees 51 minutes 01 seconds West, a distance of 240.00 feet;

THENCE North 89 degrees 10 minutes 59 seconds East, a distance of 220.00 feet;

THENCE South 00 degrees 51 minutes 01 seconds East, a distance of 200.00 feet;

THENCE South 44 degrees 09 minutes 59 seconds West, a distance of 56.55 feet to the POINT OF BEGINNING;

EXCEPT all rights, title and interest, including any reversionary rights, in and to all oil, oil rights, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land herein described, as reserved in instrument recorded in Docket 12877, Page 18, records of Maricopa County, Arizona,

## Exhibit A-1 continued

That part of the Southeast quarter of Section 28, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast corner of the Southeast quarter; thence South  $89^{\circ}32'12''$  West along the South line of said Southeast quarter, a distance of 311.83 feet;

Thence North  $00^{\circ}41'24''$  West a distance of 55.00 feet to the point of beginning;

Thence continuing North  $00^{\circ}41'24''$  West, a distance of 80.52 feet;

Thence North  $22^{\circ}04'17''$  East, a distance of 12.92 feet;

Thence North  $00^{\circ}41'24''$  West, a distance of 226.54 feet;

Thence North  $89^{\circ}32'12''$  East, a distance of 251.83 feet;

Thence South  $00^{\circ}41'24''$  East along the West line of the East 55.00 feet of said Southeast quarter, a distance of 279.00 feet;

Thence South  $44^{\circ}25'34''$  West, a distance of 56.45 feet;

Thence South  $89^{\circ}32'12''$  West along the North line of the South 55.00 feet of said Southeast quarter, a distance of 216.83 feet to the point of beginning.

EXCEPT all rights, title and interest, including any reversionary rights, in and to all oil, oil rights, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the land, as reserved in instrument recorded in Docket 12877, page 18 and in Docket 13108, page 1016, records of Maricopa County, Arizona, and also

EXCEPT a parcel of land located in the Southeast quarter of Section 28, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 28, also being the intersection of Union Hills and 91<sup>st</sup> Avenue;

Thence South  $89^{\circ}32'12''$  West along the South line of said Southeast quarter of Section 28, a distance of 311.83 feet;

### Exhibit A-1 continued

Thence North  $00^{\circ}41'24''$  West, departing said South line and centerline, a distance of 65.00 feet to the True Point of Beginning;

Thence continuing North  $00^{\circ}41'24''$  West, a distance of 70.52 feet;

Thence North  $22^{\circ}04'17''$  East, a distance of 12.92 feet;

Thence North  $00^{\circ}41'24''$  West, a distance of 226.54 feet;

Thence North  $89^{\circ}32'12''$  East, a distance of 10.00 feet;

Thence South  $00^{\circ}41'24''$  East, a distance of 309.00 feet;

Thence South  $89^{\circ}32'12''$  West, a distance of 15.00 feet to the true point of beginning.

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## Exhibit A-1 continued

A portion of the Southeast quarter of the Southeast quarter of Section 27, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast quarter of said Section 27, said point being located at the intersection of Union Hills Drive and 83rd Avenue;

THENCE South 89 degrees 10 minutes 59 seconds West recorded (South 89 degrees 09 minutes 40 seconds West measured), along the South line of said Southeast quarter, and the monument line of Union Hill Drive, a distance of 295.03 feet to a point;

THENCE North 00 degrees 49 minutes 01 seconds West recorded (North 00 degrees 51 minutes 19 seconds West measured), a distance of 65.00 feet to a point on the North right of way line of said Union Hills Drive and the True Point of Beginning;

THENCE along said right of way line, South 89 degrees 10 minutes 59 seconds West, a distance of 160.00 feet to a point;

THENCE North 00 degrees 51 minutes 01 seconds West, a distance of 250.00 feet to a point;

THENCE North 89 degrees 10 minutes 59 seconds East, a distance of 160.00 feet to a point;

THENCE South 00 degrees 51 minutes 01 seconds East recorded (South 00 degrees 51 minutes 01 seconds East measured), a distance of 250.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT all rights, title and interest, including any Reversionary Rights, in and to all oil, oil rights, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the Parcel of land herein described, as reserved in instrument recorded in Docket 12877, page 18, records of Maricopa County, Arizona.