

# **COVENTRY ESTATES**

**6707 West Grovers Avenue  
Glendale, Arizona**

**A Planned Residential Development**

**Z-94-20**

**submitted: July 1994**

**revised: September 1994 and October 1994**

**Z-94-20**  
**PLANNED RESIDENTIAL DEVELOPMENT**  
**SOUTHWEST CORNER OF GROVERS AND 67TH AVENUES**  
**GLENDAL, ARIZONA**

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**PREPARED FOR:**

**CITY OF GLENDALE**  
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## INTRODUCTION

In January of 1985, the Glendale City Council adopted the Bell Road Corridor Plan (the "Plan") which addressed properties bounded by Union Hills Drive, Paradise Lane, 51st and 83rd Avenues. The property subject to this Planned Residential Development (the "Property") is located at the southwest corner of Grovers and 67th Avenues, within the Plan area. The Plan designated the Property as "Residential, three dwelling units per acre". The Bell Road Corridor Plan "Plan Attainment Section" directed staff to initiate zoning in conformance with the Plan by February of 1985.

Commission Initiative Z-85-08 was prepared by staff in accordance with the Plan. This initiative recommended the Property be rezoned to SR-12 (suburban residential, 12,000 square foot minimum lot size). The Planning Commission recommended approval of the application with revisions, including a condition that all rezoning be considered with a Planned Residential Development ("PRD") overlay where appropriate. The City Council subsequently approved the Planning Commission's recommendation.

Subsequent to adoption of the Bell Road Corridor Plan, the City adopted the North Valley Specific Area Plan ("Specific Plan"). This plan encompasses a two square mile area, including the subject the property. The Specific Plan designates the site as suitable for residential development with a density range of 1-2.5 dwelling units per acre. The density under this proposal is 2.2 dwelling units per acre, consistent with the Specific Plan recommendation.

When a private property owner proposes development of property with a PRD overlay, they are required to submit a development plan and a project narrative that provides specific details about the proposed development concept. Because the rezoning on the Property was initiated by the Planning Commission, and not the property owner, a development plan and project narrative were not prepared and processed for this site. It is important to note that this is not a rezoning application, but a review and approval of the development plan and project narrative for Property previously rezoned pursuant to Commission Initiative Z-85-08.

It should also be noted that the property owner recognizes the importance of ensuring the development is compatible with existing adjacent residential uses. Over the course of the past year, this firm has met with Councilmember Karen Ewing and the Planning Department staff on numerous occasions to discuss this project. In addition, a neighborhood meeting was conducted, which resulted in the formation of a Neighborhood Liaison Committee. Two additional meetings with the Liaison Committee were held and a list of neighborhood concerns were identified. This development plan incorporates many of the suggestions and recommendations of the Neighborhood Liaison Committee. Great care was exercised in selecting a homebuilder with the ability and willingness to respond to the neighborhood concerns. We are pleased to note that Del Webb's Coventry Homes is the anticipated builder.

We would like to take this opportunity to thank Councilmember Karen Ewing and the City's Planning Staff - Bob Coons, Planning Director, and Jon Froke, Senior Planner, as well as the members of the Neighborhood Liaison Committee - Bobbi Sparrow, Kim Klockenga, Debbie Ragsdale, Mark Singleton, Brian Herzog and Mark Horton, all of whom spent numerous hours discussing issues and alternatives and providing valuable input on this project.

This development plan and project narrative are hereby respectfully submitted to the City of Glendale in accordance with the Planned Residential Development Ordinance.

## **PROJECT NARRATIVE**

### **ABOUT THE HOMEBUILDER**

Del Webb Corporation and Coventry Homes have long been known as quality builders/developers. Coventry has built over 1000 homes in the northwest metropolitan area in addition to the world renowned Sun Cities. Coventry Homes builds entry-level and move-up homes and is dedicated to building and servicing quality products. Coventry's success is largely due to referrals from satisfied customers. As noted in The Arizona Republic, February 1993, Del Webb's Coventry Homes is emerging as one of the state's top builders.

### **ABOUT THE PROPOSED DEVELOPMENT**

#### House Product Line.

The Coventry house product lines have been designed specifically for the mid to upper-sized home/premium location market. This subdivision will offer upscale "move-up" homes. The homes will range in size from 2,199 to 3,718 square feet, featuring 3, 4, and 5 bedroom with activity room floorplans. Although the Department of Real Estate subdivision regulations prohibits a homebuilder from disclosing the price of homes until a subdivision report has been filed, it is anticipated that the price of these homes will meet or exceed the value of existing homes in the immediate neighborhood.

#### Standard/Optional Features.

All plans include standard covered patios and front entries. Three car garages are also standard on all plans and an option for a 4 or 5 car garage is available on some models. Another unique option available on some models is a side entry garage, which lends a customized look to the homes. The larger than average garages will minimize exterior vehicles and other types of storage. Pool and landscaping packages will be offered to assure professional grounds appearance. Each home is energy engineered to include an ultra high efficiency, ground mounted, heat pump (11.0 SEER), ceiling fans, dual pane windows and Kool-Ply sheeting.

Other premium construction features include: gas burning fireplaces, choice of "S" or flat tile roof, optional choices of tile, stone or brick facades, six panel interior doors, oak front door, security system.

A wide range of elevations, exterior finishes, color palette selections and optional upgrades will distinguish this subdivision from other developments. Coventry Homes will be introducing a new mix of exterior color choices selected to enhance nature, focusing on tans, and browns. The paint scheme will utilize the color blocking technique combining body trim and

accent colors. The exterior architecture creates deep shadows and varied roof lines avoiding the "tacked on" window surrounds look. All covered patios have tile roofs and stuccoed columns. In addition to full stucco exteriors, an option will be offered for stone or brick veneer on the front elevation of the homes. All entry doors will be oversized with transom windows. Windows will be picture style and either all white or sand colored. Many of the homes include glass block and skylight accent lighting as a standard feature. Window popouts will be provided on all side and rear windows of each home. Refer to Exhibit A for model/elevation drawings and information.

The Urban Design Element of the City's General Plan recognizes the importance of effectively utilizing color and texture. As stated on page 39 of the Glendale General Plan, "...due to the climate, Glendale prefers buildings to be softer in color and texture. Buildings should include designs that protect the exterior environment, as well as the interior environments. The use of materials and colors should avoid glare, washing out in the sun, and reflecting heat and light. Buildings that are too dark appear ominous, while glaringly white buildings tend to burn landscaping. Buildings should be tasteful and well-integrated into their surroundings."

This project embodies this goal of the City of Glendale. The use of tans, grays, and greens avoids the "too dark" "too light" dilemma and will allow the houses to blend with the surroundings, especially along the wash which will be landscaped to achieve a healthy natural appearance.

#### Streetscape.

Coventry's site planning criteria is stringent, creating a neighborhood and a streetscape with character. All plans have varying depths to avoid the presence created by structures with identical setbacks. When possible, entries will be placed together to create maximum open pockets around the entries. The streetscape will be further enhanced by the variety of elevations, color options and roof eave conditions with cornice style. Front yard setbacks will vary from 20 to 25 feet.

#### **LAND USE**

The subject Property, comprised of 90.60 gross acres, is located south of Grovers Avenue, between 67th Avenue and the 71st Avenue Drainage Channel. The Skunk Creek Wash forms an uneven border on the southern end of the site.

The Property is already zoned SR-12 PRD (Planned Residential Development) and will be developed with 200 single family homes, with lot sizes ranging from 9,600 to nearly 23,000 square feet. The average lot size is approximately 12,364 square feet, consistent with the SR-12 PRD zoning district standards.

## **PROPOSED PHASING**

It is anticipated that this project will be completed in a single phase. Construction traffic will be encouraged to utilize 69th Avenue whenever possible, to access the site to minimize disruption to existing residences on Grovers Avenue.

## **RELATIONSHIP TO THE CITY OF GLENDALE GENERAL PLAN**

The City of Glendale General Plan and North Valley Specific Area Plan designate the site as suitable for single family development, with a density range of 1-2.5 dwelling units per acre.

The gross density of the subdivision is 2.2, consistent with both the General Plan and the North Valley Specific Area Plan.

The City's General Plan and the North Valley Specific Area Plan provide that a neighborhood park site should be located on this site. The owner proposes a three acre park site. We believe that this will be sufficient to provide public open space to this neighborhood since this PRD plan includes larger lots. The park site will be dedicated to the City simultaneously with final plat approval.

The Land Use Element of the City's General Plan, states that "The land use patterns, development intensity, and residential densities identified in this element are intended to foster quality suburban residential neighborhoods...." The larger than average lots in the proposed subdivision are consistent with this goal. Furthermore, the City's General Plan acknowledges that Residential Land Uses at a range of 1-2.5 dwelling units per gross acre allows large parcels for residents who want the feeling of open space.

Other elements of the General Plan that this proposal supports include:

"Neighborhood parks are a necessary city service." (page 3)

This PRD provides a three acre neighborhood park site located adjacent to the Skunk Creek Wash.

"Allow residential development projects that provide superior design features and amenities to be developed at the high end of the density ranges identified for the properties on the land use map." (page 7)

The density range permitted under the North Valley Specific Area Plan is 1-2.5 dwelling units per acre. This PRD proposes 2.2 dwelling units per gross acre. This density is within the density range and is appropriate given the substantial variety of elevations, exterior materials and optional upgrades, as well as community amenities, including a three acre park site and an



equestrian path and access easements and entry features that will create a high quality neighborhood.

"Encourage a mixture of housing opportunities city-wide with emphasis on single-family dwelling units." (page 7)

This parcel may be considered an "in-fill" project as it is bounded on three sides by development. This subdivision provides a smooth transition south from the Bell Road Corridor and commercial uses along Bell Road (Home Depot) to the suburban development (half acre lots) north of the site.

"Ensure that projects with a higher density than adjacent residential developments incorporate buffers or transitional lot sizes to protect existing residential areas from lifestyle intrusion, noise, and traffic." (page 7)

This project provides matching lot widths for the existing homes north of Grovers Avenue and west of the 71st Avenue Drainage Channel. Larger lots are concentrated on the north end of the project and Coventry Homes has agreed to limit the homes on Grovers to one story in height. This combination of varied elevations, lots sizes and height restriction along Grovers will preserve the "look and feel" of the existing neighborhood to the north.

"Allow residential development on large parcels to contain a mixture of residential densities and products, provided that the overall density identified on the land use map for the entire parcel is not exceeded." (page 7)

This project proposes a mix of lot sizes, elevations, exterior materials and optional upgrades to provide an excellent variety of lifestyle choices that will appeal to a wide range of homebuyers.

## **RELATIONSHIP TO ADJACENT PROPERTIES**

Single family homes on half acre lots are located directly north of the site, ranging in size from 1,735 square feet to 4,071 square feet. Four homes exist at the far northwest end of the site. The proposed development will offer homes comparable in size ranging from 2,199 square feet to 3,718 square feet. Property to the east is also zoned residential, under the SR-12 PRD zoning district, although limited development on site has occurred to date. The Home Depot is located south of the site, on the south side of the Skunk Creek Wash. Vacant land adjacent to the Home Depot is zoned PAD which allows multi-family development and additional commercial within "Creekside Marketplace." West of the site is currently vacant, zoned PAD and designated for Business Park use.

This proposal provides an appropriate land use transition from the commercial uses along Bell Road to the larger lot neighborhood north of the site.

On December 11, 1993 a neighborhood meeting, coordinated through Councilmember Ewing's office, was held. Approximately 65 residents attended the meeting. Three main issues identified by the neighbors include: (A) lot size, density and quality of the project; (B) whether or not a neighborhood park would be located on the Property; and (C) traffic circulation. It was decided at the meeting that a neighborhood liaison committee would be created to continue working with the applicant's representatives in crafting a plan that would be compatible with existing development. Two subsequent meetings with Councilmember Ewing, the City's Planning Staff, and the neighborhood liaison committee were held. Each area of concern and how the concerns are addressed by the PRD are discussed in the following paragraphs.

#### A. LOT SIZE, DENSITY, AND QUALITY OF PROJECT

The Property is intended to provide a land use transition from commercial and multi-family properties south to larger single family lots on the north. Although the neighbors have expressed a desire to see the site developed with lots similar in size to existing lots to the north (half acre lots) the existing zoning district permits 12,000 square foot lots and a maximum of 2.5 dwelling units per gross acre. The proposed PRD depicts 200 lots on 90.60 gross acres, for a gross density of 2.2. Of the 200 lots, 61.5% contain less than 12,000 square feet, and 38.5 are comprised of more than 12,000 square feet. The smallest lot is 9,600 square feet and the largest lot is 24,007 square feet. The average lot size is 12,364 square feet. This proposal is consistent with the Zoning Ordinance standard. Please refer to the preliminary plat submitted in conjunction with this application as Exhibit B.

With regards to quality of the project, the property owner has worked diligently over the past year to ensure that a premiere homebuilder be secured for this project. It was recently confirmed that Del Webb's Coventry Homes is the anticipated homebuilder for the site. Del Webb and Coventry Homes are both recognized for quality construction of residential communities. Del Webb specializes in "move-up" homes and this development is planned to showcase a new color concept and will provide a wide selection of exterior materials, upgrades and finishes to provide a unique character identity for this new community.

#### B. NEIGHBORHOOD PARK

Many of the neighbors discussed the importance of providing a neighborhood park for children currently living in the vicinity, as well as those children that will reside in the new community. Both the City's General Plan and the North Valley Specific Area Plan designate a park on this site. A three acre neighborhood park site will be dedicated to the City of Glendale simultaneously with final plat approval.

### C. TRAFFIC CIRCULATION

This issue has several "sub-issues" of concern: (1) Eliminating direct access through the subdivision from Bell Road via 69th Avenue; (2) minimizing the impact of additional traffic on existing homes; and (3) eliminating the potential for east and westbound vehicular traffic across the drainage channel on Grovers Avenue at 71st Avenue. Prior to final plat approval, a detailed plan shall be submitted to show how lot 163 of Arrowhead Estates will maintain garage access to Grovers Avenue, north of lot number one.

In response, the 69th Avenue alignment was shifted to eliminate continuous north/south access from Bell Road, thereby making it undesirable for cut-through traffic to utilize this route. In order to minimize the impact of traffic, access points along Grovers Avenue are limited to two. Additionally, the primary access point was shifted as far east as possible. The secondary access point was aligned with Josac Street, to minimize headlight conflicts, as well as to discourage cut-through traffic from the south. Lastly, the property owner and developer concur that no vehicular access should be permitted across the drainage channel on Grovers Avenue at 71st Avenue. The subdivision plat indicates that Grovers Avenue will dead-end at 71st Avenue and no vehicular traffic will be permitted to cross the drainage channel.

The subdivision design and layout reflects a sensitivity to the issues raised by the neighbors. In addition, the developer has agreed that the lots on the south side of Grovers will mirror the existing homes in lot width and be limited to single story to ensure a smooth transition from the larger lots within Arrowhead Estates.

### CIRCULATION

As mentioned above, the main entrance to the subdivision will be via Grovers Avenue, just west of 67th Avenue. A secondary entrance will be provided further west on Grovers, at Josac Street. In addition, a wet crossing across the Skunk Creek Wash along the 69th Avenue alignment is provided and will reduce the number of residents utilizing Grovers Avenue for access to this subdivision.

All streets in the subdivision will be designed and built to City of Glendale standards and dedicated to the City for use by the public.

Currently, the North Valley Specific Area Plan depicts 69th Avenue as a link across the drainage channel to the property on the west side of the channel. The property owner and Coventry Homes both feel that it is undesirable to mix commercial and residential traffic. The preliminary plat submitted in conjunction with this application terminates 69th Avenue at 70th Lane. This design responds to the Liaison Committee's request that the potential for cut-through traffic be minimized. The City of Glendale Planning Department has committed to initiating a formal General Plan amendment to officially remove this connection during the next annual amendment cycle.

In addition to vehicular circulation, the proposed development also recognizes the importance of other means of transportation, including horses, bicycles, and of course, walking. An abundance of natural open space in the form of the Skunk Creek Wash is located on the south boundary of the site. The multi-use trail along the wash will be improved consistent with City standards (8' wide asphalt path) and then dedicated to the City of Glendale. This improvement will encourage pedestrian and equestrian use of this natural feature and dedication of this portion of the wash will provide an important link in the City's trail system.

Improvement and dedication of the multi-use trail along the Skunk Creek Wash is consistent with the following goals of the City's General Plan:

"Provide equestrian trails in linear parks to allow a continuous loop with exiting equestrian trails." (page 30)

"Use New River, Skunk Creek, and a multiple-use trail system to connect and extend the city's linear parks." (page 33)

"Leave natural drainageways open and accessible to the public, and improve them as part of the city park system." (page 33)

"Acquire land along Skunk Creek, through dedication or donation, and develop it with recreational uses." (page 53)

## **PUBLIC OR COMMONLY OWNED OPEN SPACE**

Entry into the subdivision will be marked by a masonry wall displaying the subdivision name at the intersection of Grovers and 67th Avenues. The entry feature tract will be landscaped with low water maintenance vegetation. An additional minor entry feature will be located along 69th Avenue, behind lot 111. These tracts as well as other open space tracts/easements will be owned and maintained by the Homeowners Association. A fourteen foot wide landscape area along Grovers Avenue will be located within the City of Glendale right-of-way. Coventry Homes will install the initial landscape improvements within this 14 foot tract, however, maintenance and upkeep will be the responsibility of the Homeowners' Association. The plant palette, detailing the types of landscape materials that will be used in this project, are listed on Exhibit C. Please refer to Exhibit D, Conditions, Covenants, and Restrictions, for details regarding the Homeowners Association responsibilities and to Exhibit E, the Landscape Plan submitted in conjunction with this application.

The Neighborhood Park site will be dedicated to the City of Glendale. Upon dedication, it will be the City's responsibility to improve and maintain the park.

The property owner will improve and dedicate the Skunk Creek wash adjacent to the site for inclusion in the City's trail system. Improvements will consist of an 8' wide asphalt path and landscaping. In addition, the following tracts will be dedicated to the City of Glendale: "D" (behind lot 100); "F" (pedestrian access across lot 1); "H" (71st Avenue drainage channel); and "K" 10' equestrian easement along drainage channel).

## PROPOSED AMENDED DEVELOPMENT STANDARDS

The Planned Residential Development overlay is intended to promote the development of single family residence subdivisions that:

Encourage imaginative and innovative planning of residential neighborhoods by providing greater flexibility in design;

Encourage the provision of useable open space and recreation facilities within subdivisions;

Encourage variation in lot size, lot width, building setback, building orientation, and house product design within neighborhoods;

Establish residential neighborhoods that have a distinct character and convey a sense of place; and

Promote the efficient use of land by enabling the development of parcels which would otherwise be difficult to develop.

The PRD overlay provides the flexibility necessary to achieve these goals by permitting amendments to the development standards of the underlying zoning district to be approved as part of the PRD approval. As permitted under the PRD overlay district, Coventry proposes to amend three of the SR-12 district development standards as follows:

| SR-12 District Standards      | Proposed PRD Amendment  | Variance  |
|-------------------------------|---|---|
| Front Yard Setback - 25'      | Front Yard Setback - 20'<br>(depending on model and lot selected) | 5'*   |
| Lot Coverage - 35 %           | Lot Coverage - 50%<br>(depending on model and lot selected)       | 15 %  |
| Lot Size - 12,000 Square feet | Some lots will be less than 12,000 sq. ft.<br>(see page 5)        | See preliminary subdivision plat<br>Also, see page 5. |
| Lot Width - 100 feet          | Minimum 80' wide on some lots                                     | No more than 20 feet                                  |

\*Front yard setbacks will vary 20-25' depending on the model selected. This varying of setbacks will create an aesthetically pleasing streetscape.

These amendments are justified as the subdivision characterizes each of the stated purposes of the PRD overlay through the provision of a three acre neighborhood park, improvement of an equestrian trail along the creek, utilization of a mix of lot sizes and shapes to create highly desirable homesites, and the unique product design of Coventry's homes that encourage a variable streetscape and provide a wide variety of elevations, optional upgrades, and new colors that will create a distinct neighborhood that will foster pride of ownership.

**Z-94-20**  
**COVENTRY ESTATES**  
**DEVELOPMENT STANDARDS**  
**6707 WEST GROVERS AVENUE**

- (A) **Lot Area:** There shall be not less than 9,600 square feet of lot area per each lot. The Lot shall be not less than eighty (80) feet in width or less than one hundred twenty (120) feet in depth.
- (B) **Lot Coverage:** The main building and all accessory buildings or structures on a lot shall not occupy more than fifty percent (50%) of the total lot area.
- (C) **Front Yard:** There shall be a front yard having a depth not less than twenty (20) feet. The front setback shall vary from twenty (20) feet to twenty five (25) feet from lot to lot.
- (D) **Side Yards:**
  - 1. On interior lots, there shall be two side yards, both of which shall not be less than ten (10) feet in width.
  - 2. On a corner lot, a ten (10) foot side yard shall be maintained on the street side of the lot for the entire depth of the lot.
  - 3. Bay window and/or fireplace may encroach two and a half feet (2.5') into the ten foot (10') side yard.
- (E) **Rear Yard:** There shall be a rear yard having a depth of not less than twenty-five (25') feet.
- (F) **Building Height:** No buildings shall exceed a height of two (2) stories or thirty (30'). Accessory buildings shall not exceed fifteen (15') feet. Lots which front onto Grovers Avenue shall be limited to single story homes as shown on the subdivision plat.



## SUMMARY

The Coventry Estates subdivision meets the intent of the Planned Residential Development district, defined in Section 6.200 of the City of Glendale Zoning Ordinance, as follows:

**A. Encourage imaginative and innovative planning of residential neighborhoods by providing greater flexibility in design.**

The property is located between disparate uses: to the south intense commercial use currently exists, additional commercial and multi-family development is anticipated in the future; to the north is a suburban residential development on large lots. The challenge for this community is to offer homes that are attractive to buyers despite the fact that it is adjacent to intense commercial/apartment uses on the one side, and to provide an appropriate land use transition to the residences on the north. This was accomplished by providing standard lots on the south end of the project, transitioning to premium lots on the north. The flexibility provided for under the PRD overlay permits and encourages the progression of lots.

**B. Encourage the provision of useable open space and recreation facilities within subdivisions.**

Coventry Homes' marketing department has determined that families are looking for sufficient on-site area to accommodate recreational/leisure activities. Private backyard recreation opportunities will be generously available for each family as every lot is a minimum of 120 feet in depth.

In addition, abundant "common" or "public" open space is also provided via the Skunk Creek multi-use trail, equestrian connections, and public park that are being dedicated by the property owner and/or developer in conjunction with this project.

**C. Encourage variation in lot size, lot width, building setback, building orientation, and house product design within neighborhoods.**

In addition to varying lot sizes as the project moves from south to north, the layout has been designed to ensure that the lot widths vary from lot to lot. This varying ensures that sideyard setbacks will differ from lot to lot, avoiding the "cookie-cutter" effect that standard lots with standard setbacks produce. The building setbacks will also vary, which will also contribute to a visually interesting project. Coventry Homes offers a side entry garage on lots that can accommodate them, lending a custom home look to the product. Furthermore, numerous options for elevations, finishes, tiles, and colors will provide homebuyers the opportunity to design a home that reflects their individuality.

**D. Establish residential neighborhoods which have a distinct character and convey a sense of place.**

The use of entry features, public and common open space, and dedication of a park site imbues this neighborhood with a sense of place. In addition, the range of elevations, finishes, tiles, and colors permit individual families to reflect personal preferences while establishing a harmonious blend throughout the subdivision.

**E. Promote the efficient use of land by enabling the development of parcels which would otherwise be difficult to develop.**

As discussed in Section A, above this site would be difficult to develop under standard zoning without benefit of the Planned Residential Development overlay. The delicate balance required to permit a project to succeed when bordered on opposite sides by such disparate uses is truly a challenge. This proposal effectively utilizes the tools provided under the PRD overlay to create a neighborhood that is attractive to new homebuyers and is compatible with adjacent uses.

# **EXHIBIT A**

# COVENTRY HOMES

|  |   |
|--|---|
| <b>LANCASTER</b> , Plan 805NWG<br>Single Level, 3 Bedrooms, 2 Baths<br>3 Car Garage, Liveable Area 2,199 Square Feet                     | Exterior A: \$150,990<br>Exterior B: \$151,490<br>Exterior C: \$151,990   |
| <b>BRIGHTON</b> , Plan 811NWG<br>Single Level, 4 Bedrooms, 2 Baths<br>3 Car Garage, Liveable Area 2,350 Square Feet                      | Exterior A: \$157,990<br>Exterior B: \$158,490<br>Exterior C: \$158,990   |
| <b>CAMBRIDGE</b> , Plan 821NWG ( <i>Model 1</i> )<br>Single Level, 4 Bedrooms, 2½ Baths<br>3 Car Garage, Liveable Area 2,583 Square Feet | * Exterior A: \$170,490<br>Exterior B: \$170,990<br>Exterior C: \$171,990 |
| <b>KINGSTON</b> , Plan 831NWG<br>Single Level, 4 Bedrooms, 2½ Baths<br>3 Car Garage, Liveable Area 2,575 Square Feet                     | Exterior A: \$172,990<br>Exterior B: \$173,990<br>Exterior C: \$174,490   |
| <b>MANCHESTER</b> , Plan 842NWG<br>Two Story, 4 Bedrooms + Den, 2½ Baths<br>3 Car Garage, Liveable Area 2,924 Square Feet                | Exterior A: \$180,990<br>Exterior B: \$181,490<br>Exterior C: \$181,990   |
| <b>STRATFORD</b> , Plan 872NWG ( <i>Model 2</i> )<br>Two Story, 5 Bedrooms, 3 Baths<br>3 Car Garage, Liveable Area 3,718 Square Feet     | Exterior A: \$205,990<br>* Exterior B: \$206,990<br>Exterior C: \$207,990 |

\*DENOTES MODEL ELEVATION


In an effort to continuously improve our homes, Del Webb's Coventry Homes, Inc. reserves the right to change floorplans, specifications, and prices without notice. Special wall and window treatments, upgraded floor coverings, landscaping, custom designed walk and patio treatments and many other items featured in and around the model homes are decorator suggested and not included in the purchase price. Please see your sales associate should you have any questions.

**COVENTRY HOMES**  
A subsidiary of Del Webb Corporation



# COVENTRY HOMES

## PREMIUM CONSTRUCTION FEATURES

- Gas burning fireplace
- Distinctive exterior elevations
- Choice of "S" or flat tile roof
- Optional choices of tile, stone or brick facade
- Textured "light lace" stucco application surrounds your home
- **Durable masonry fence surrounds rear and side yards for privacy and security**
- Painted wrought iron entry gate with cedar inserts
- **3 car garage included with garage door opener on 2-car bay**
- Pre-wired for garage door opener on third car bay
- Impressive  six panel interior doors
- Dramatic vaulted ceilings, plant shelves and niches where shown
- Plush stain release carpet and pad
- Ceramic tile entryway
- **Large covered patio**
- Conveniently pre-wired for TV outlets, telephone outlets, ceiling fan outlets
- Decora White switch electrical plates
- Smoke detectors on each floor for family safety
- Upgraded light package
- Elegant Moen bath fixtures
- Easy-care cultured marble tub surrounds
- White laminate countertops in utility room
- Convenient cabinets over washer/dryer
- **Easy-care semi-gloss enamel on baths, kitchen, nook and utility room**
- Polished brass door hardware
- Oak front door in choice of stains
- **Dual pane windows**
- **2x6 exterior framing**
- **Security system**

## OPTIONAL FEATURES

Consult with your Sales Executive for specific options, their availability and pricing.

## DESIGNER KITCHENS

- Whirlpool 30" self-cleaning oven and microwave built-in
- Whirlpool 8 cycle dishwasher
- All appliances in choice of Designer White or High Gloss Black packages
- White cast iron sink and white one-touch faucet and sprayer
- Plumbed for icemaker
- **Elegant and practical Corian countertops in choice of colors**
- Desk countertops (where shown) stained to match cabinets
- **Oak cabinets ~~with stained wood~~ in choice of stain**

## ELEGANCE IN THE MASTER SUITE

- **Luxurious cultured marble oval tub with cultured marble walls**
- Large walk-in closets with dramatic 8' mirrored closet doors
- Raised mirror full length of lavatory
- Cultured marble window sills at tub and shower
- **Walk-in showers with easy-care cultured marble surrounds**

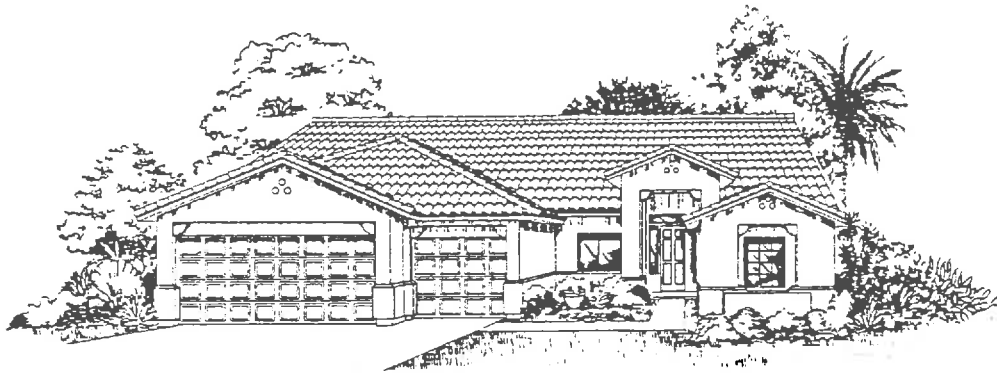
## ENERGY SAVING EXCELLENCE

- **Energy-saving R-38 ceiling insulation**
- **Energy-saving R-23 total wall insulation**
- Water saving devices on all plumbing fixtures
- Weather stripping or caulking around all exterior openings
- Ground mounted 10.0 SEER rated, high efficiency electric Trane A/C for cooling
- **Long life 50 gallon gas water heater**
- **Energy-saving gas furnace**

COVENTRY HOMES

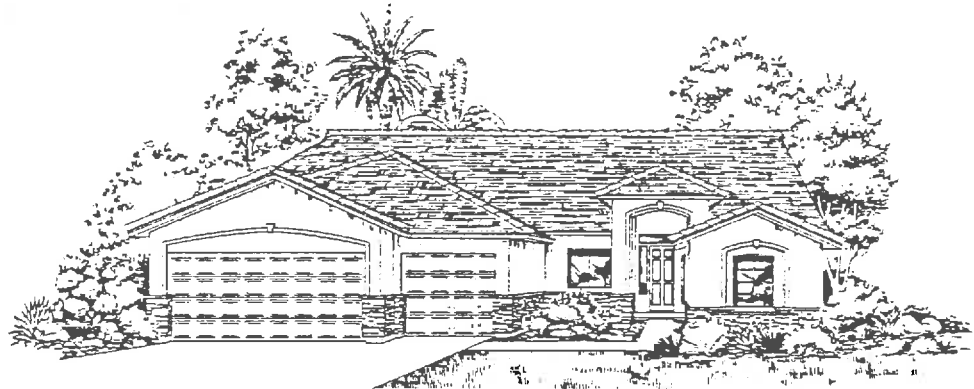
A subsidiary of Del Webb Corporation





Lancaster  
Plan 805 NWG  
Single Level, 2 Baths,  
3 Bedrooms, 3 Car Garage  
Liveable Area: 2,199 sq. ft.

Exterior A



Exterior B  
Exterior shown opposite side.



Exterior C  
Exterior shown opposite side.

COVENTRY HOMES

A subsidiary of Del Webb Corporation

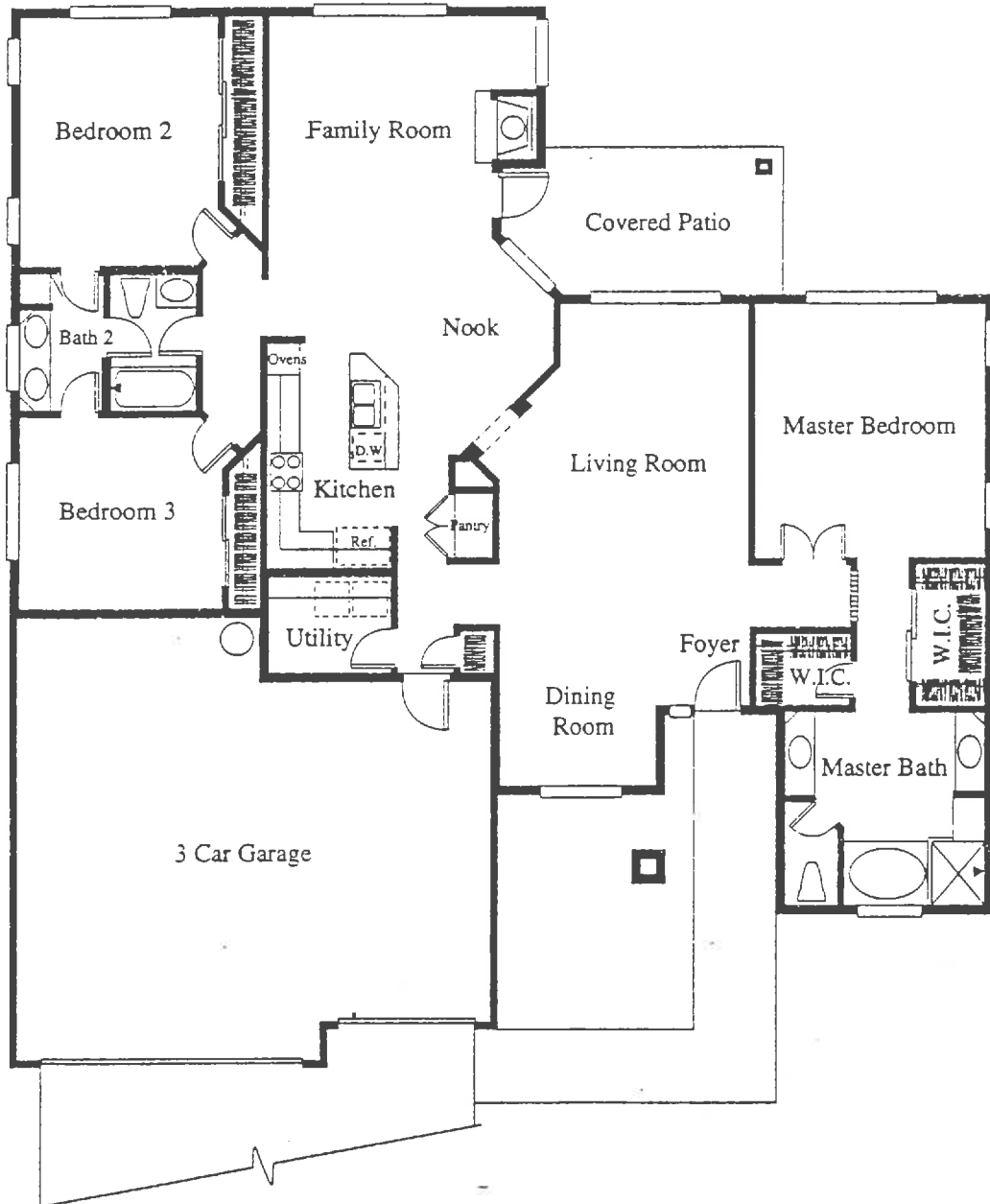
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8/9/94



EQUAL HOUSING  
OPPORTUNITY

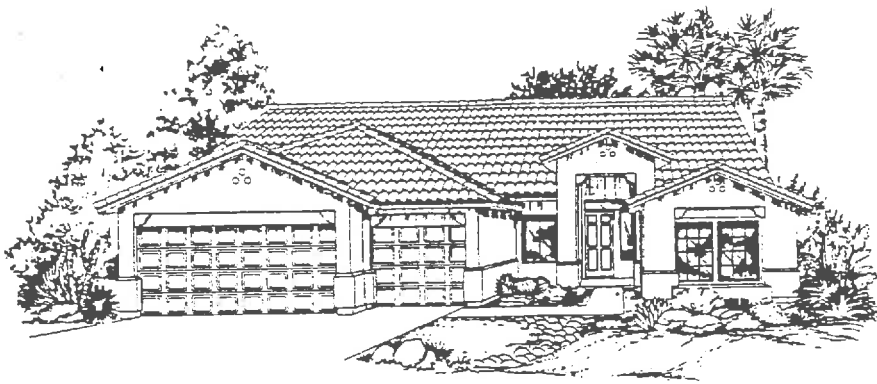
Lancaster  
 Plan 805 NWG  
 Single Level, 2 Baths,  
 3 Bedrooms, 3 Car Garage  
 Liveable Area: 2,199 sq. ft.



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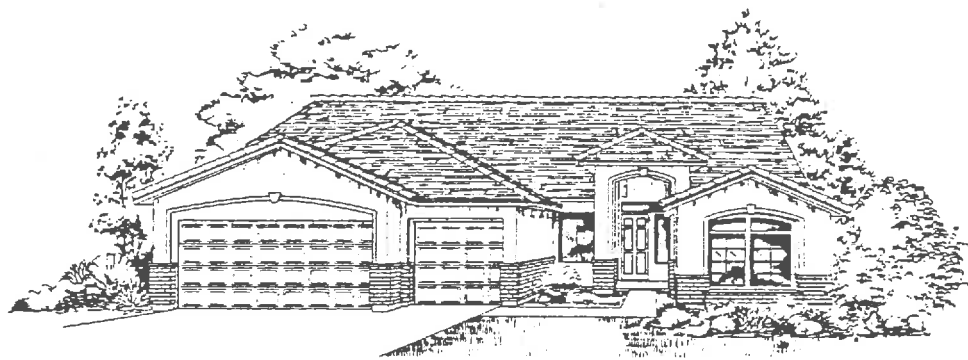
8/9/94



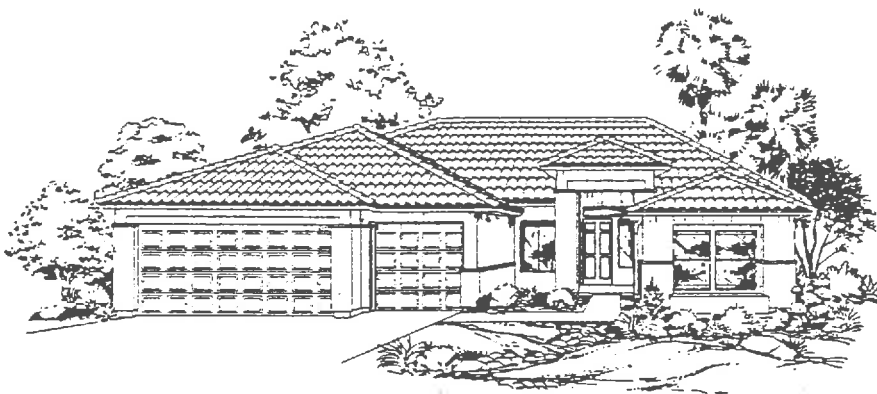


**Brighton**  
**Plan 811 NWG**  
 Single Level, 4 Bedrooms,  
 2 Baths, 3 Car Garage  
 Liveable Area: 2,350 sq. ft.

Exterior A



Exterior B  
 Entrance shows optional look.



Exterior C

**COVENTRY HOMES**  
A subsidiary of DRI Walsh Corporation

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8/9/94



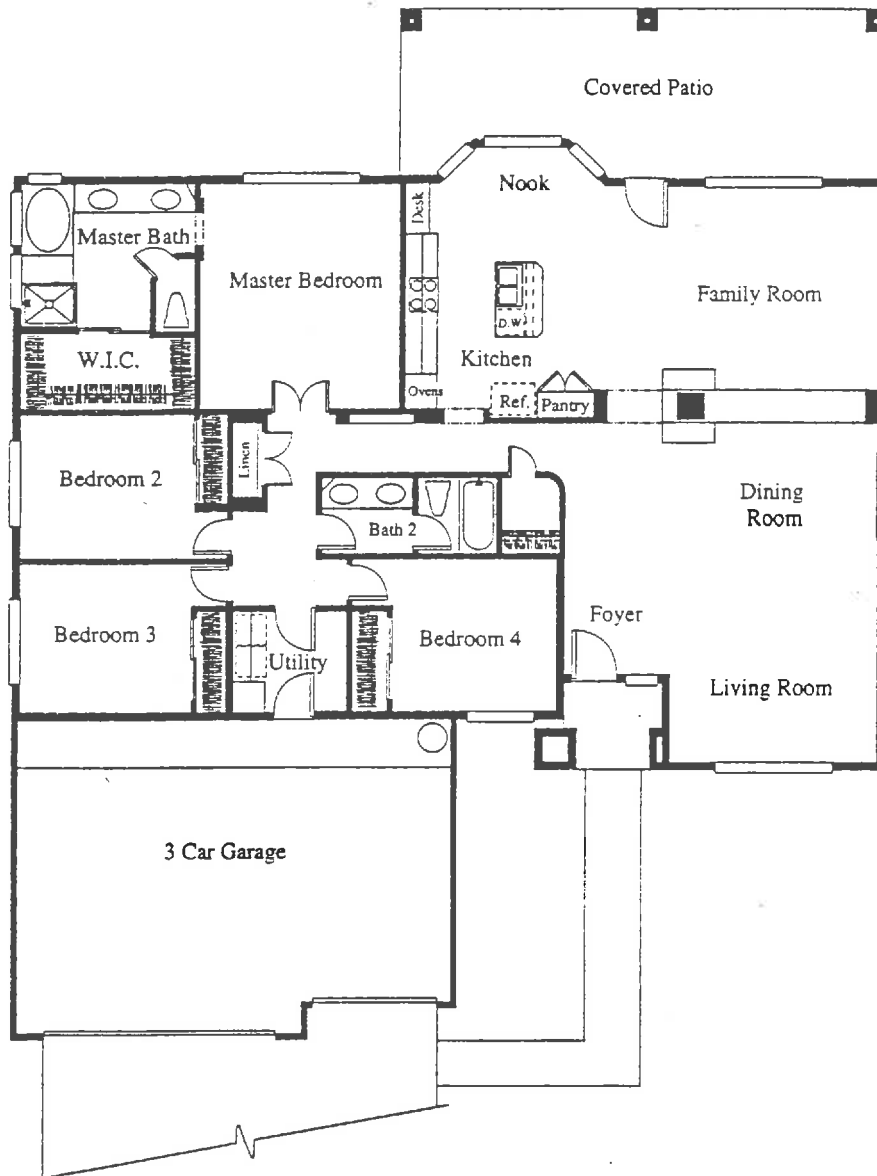


# Brighton

Plan 811 NWG

Single Level, 4 Bedrooms,  
2 Baths, 3 Car Garage

Liveable Area: 2,350 sq. ft.



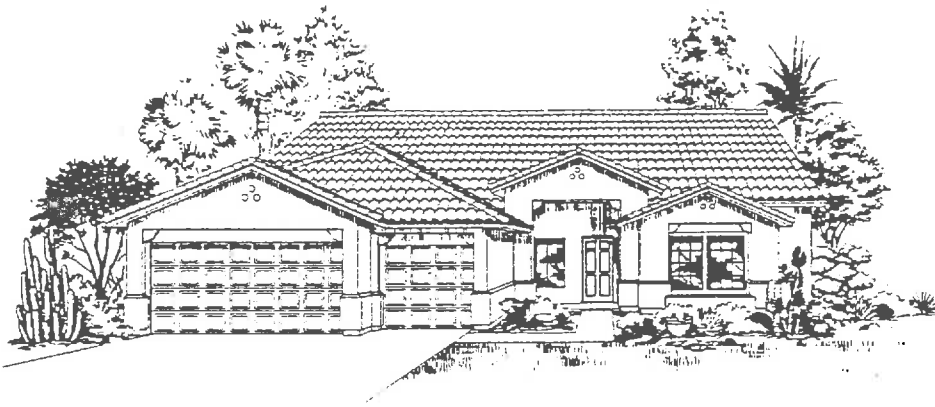
## COVENTRY HOMES

A subsidiary of Del Webb Corporation

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8/9/94





## Cambridge

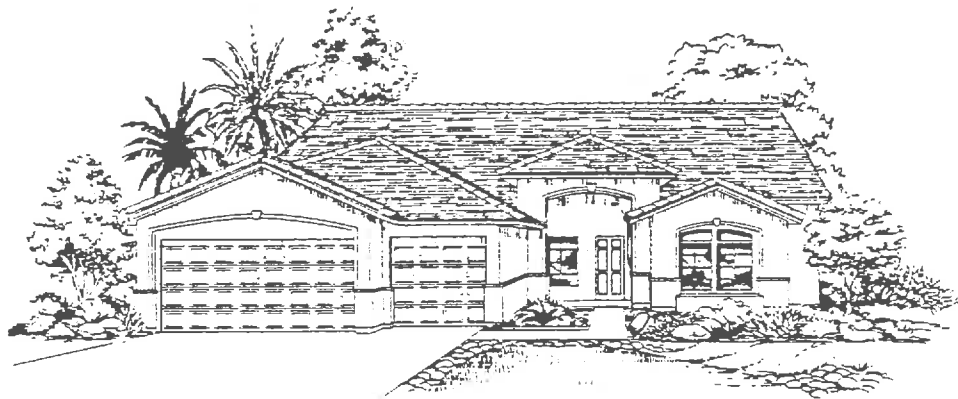
Plan 821 NWG

Single Level, 4 Bedrooms,

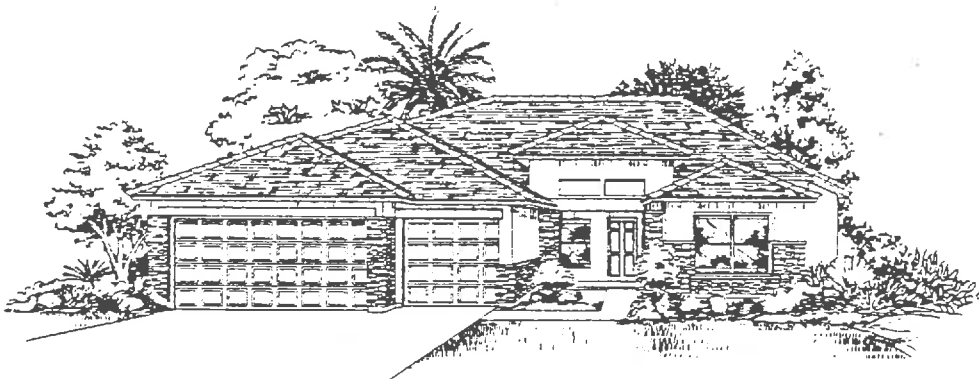
2 1/2 Baths, 3 Car Garage

Liveable Area: 2,583 sq. ft.

Exterior A



Exterior B



Exterior C  
Exterior shows optional stone.

# COVENTRY HOMES

A subsidiary of Del Webb Corporation

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8/9/94

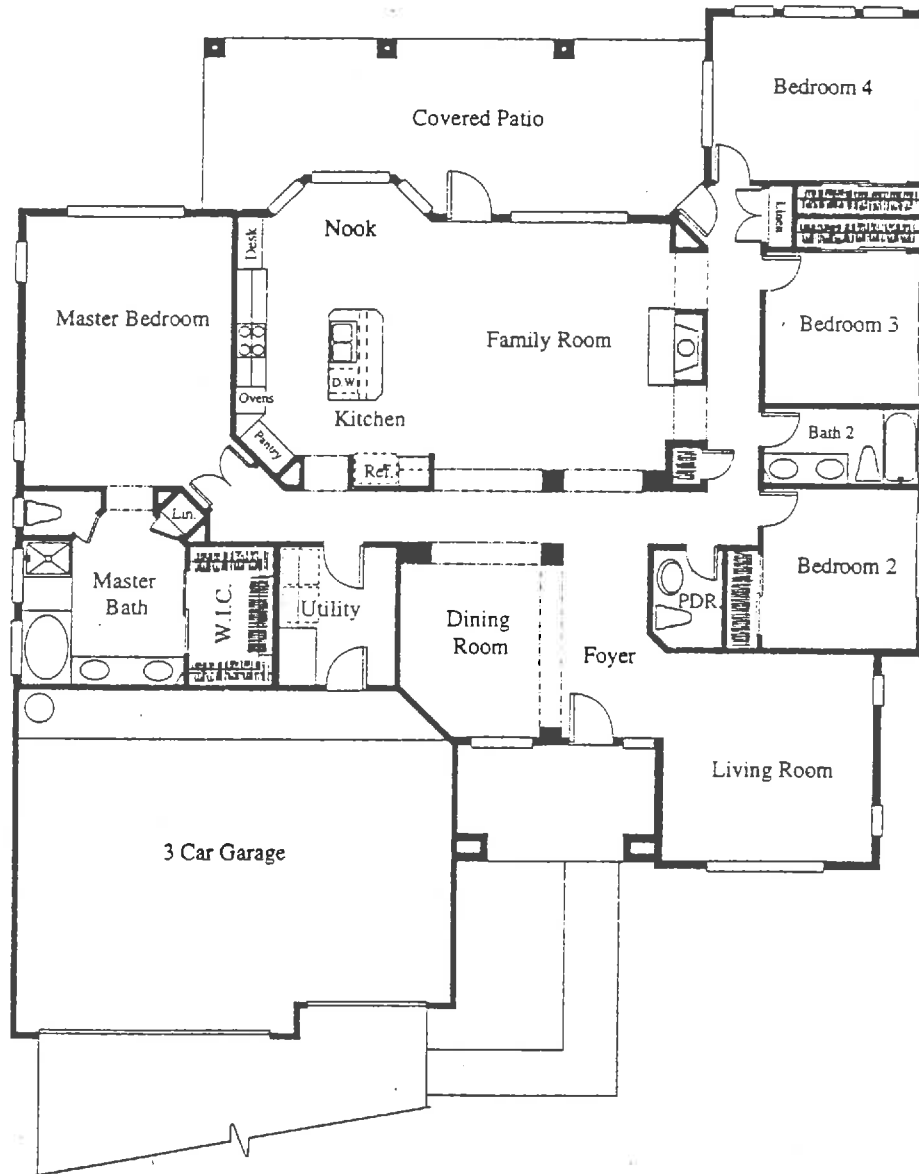


# Cambridge

Plan 821 NWG

Single Level, 4 Bedrooms,  
2 1/2 Baths, 3 Car Garage

Liveable Area: 2,583 sq. ft.



COVENTRY HOMES

A subsidiary of Del Webb Corporation

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8/9/94





## Kingston

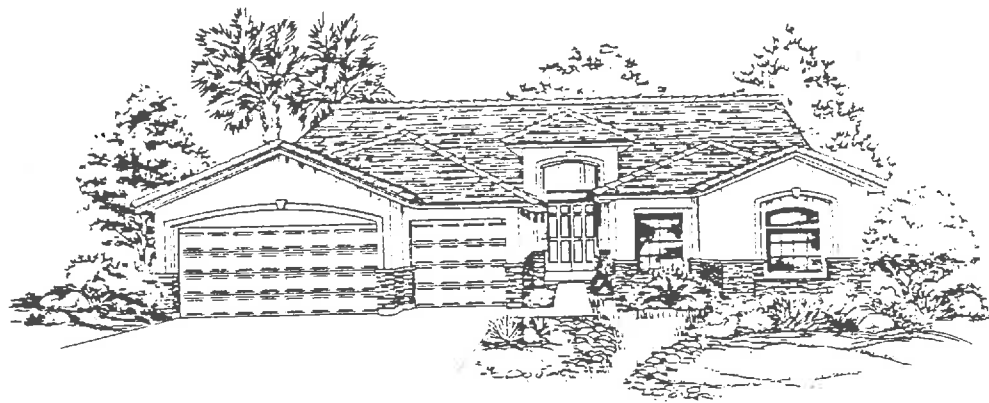
### Plan 831 NWG

Single Level, 4 Bedrooms,

2 1/2 Baths, 3 Car Garage

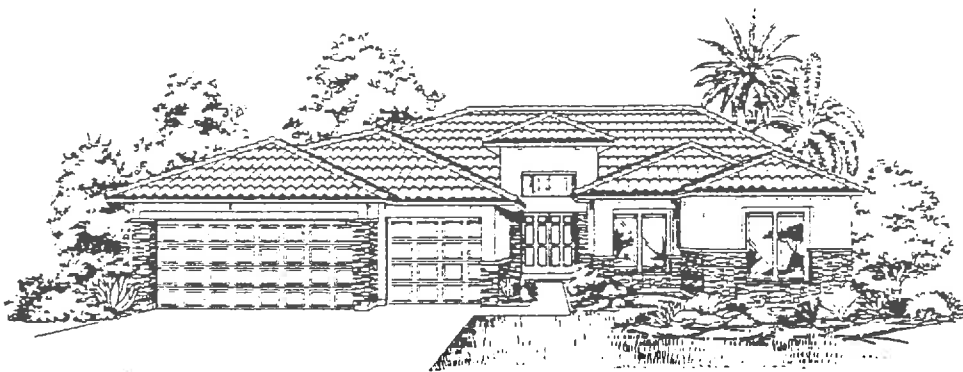
Liveable Area: 2,575 sq. ft.

Exterior A



Exterior B

Exterior shown optional door.



Exterior C

Exterior shown optional door.

# COVENTRY HOMES

A subsidiary of Del Webb Corporation

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8/9/94



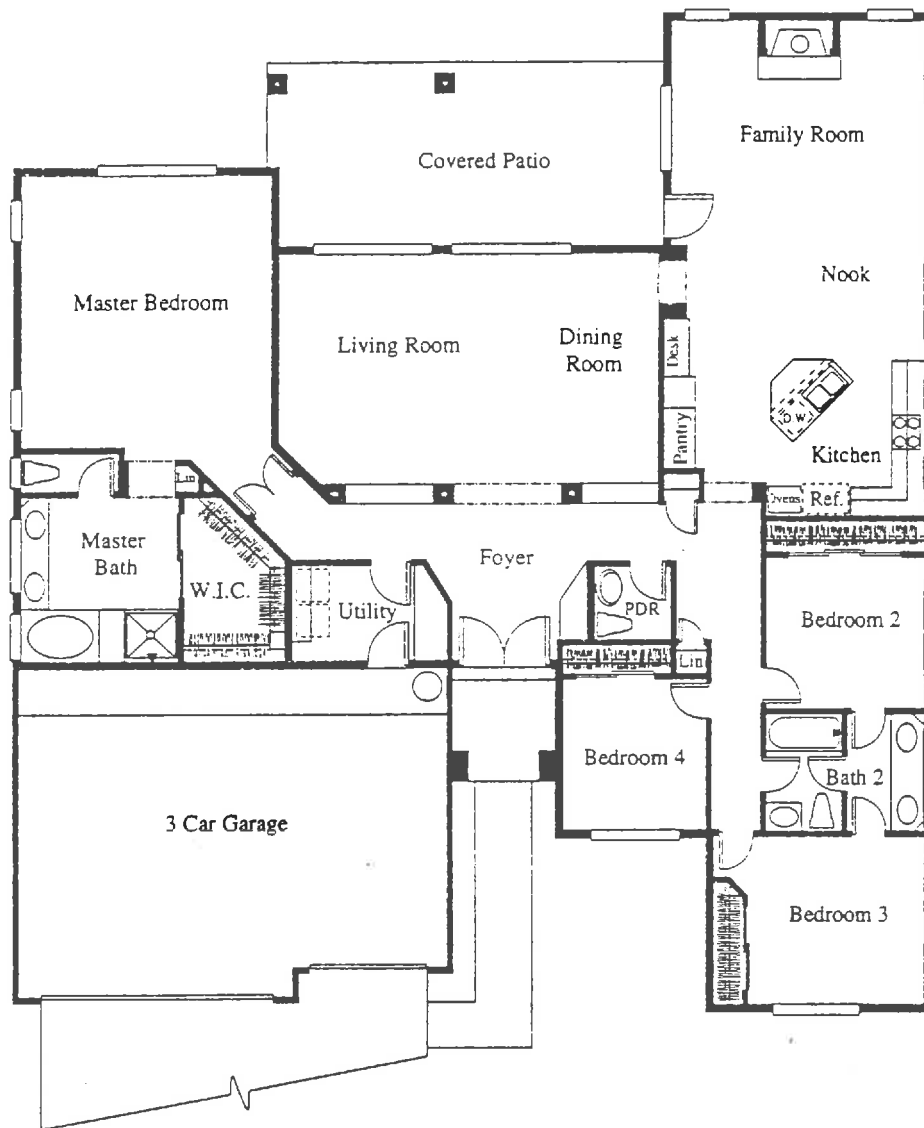
EQUAL HOUSING  
OPPORTUNITY

# Kingston

Plan 831 NWG

Single Level, 4 Bedrooms,  
2 1/2 Baths, 3 Car Garage

Liveable Area: 2,575 sq. ft.



COVENTRY HOMES  
A subsidiary of Del Webb Corporation

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8/9/94



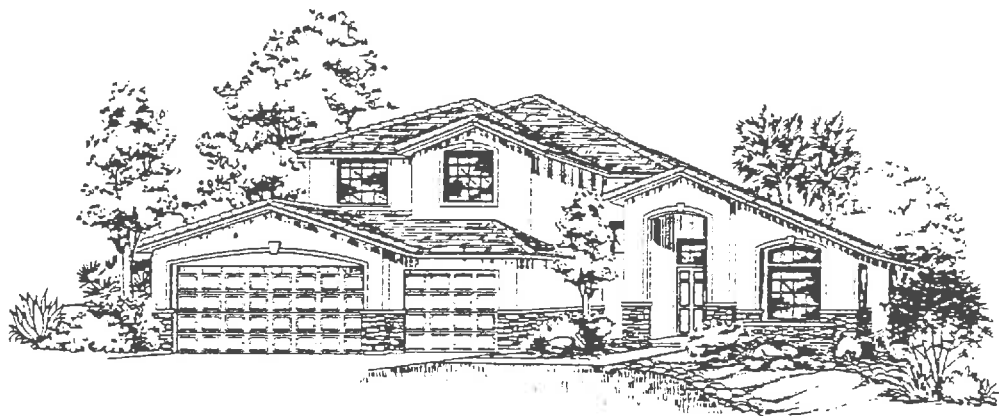
## Manchester

Plan 842 NWG

Two Story, 3 Car Garage,  
4 Bedrooms + Den, 2 1/2 Baths  
Liveable Area: 2,924 sq. ft.

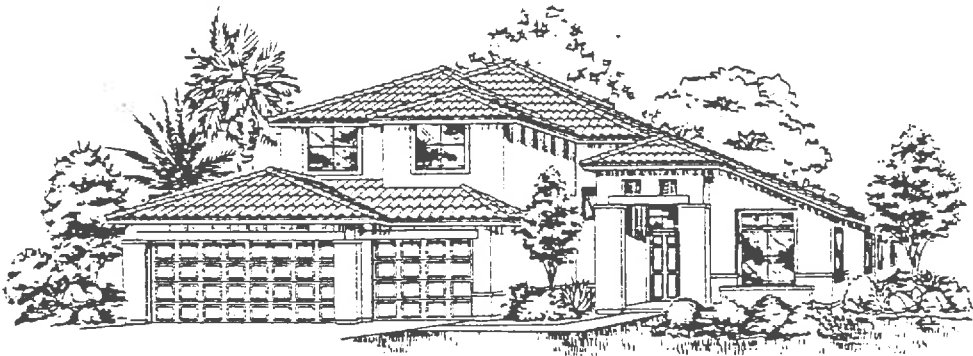


Exterior A



Exterior B

Exterior shows optional stone.



Exterior C

# COVENTRY HOMES

A subsidiary of Del Webb Corporation

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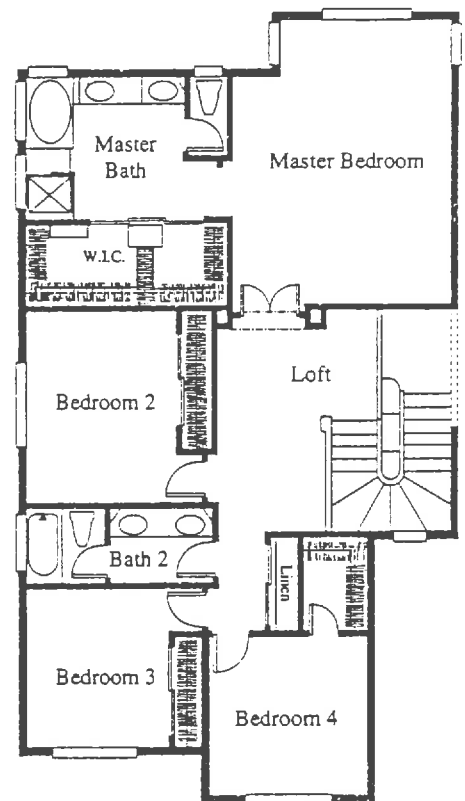
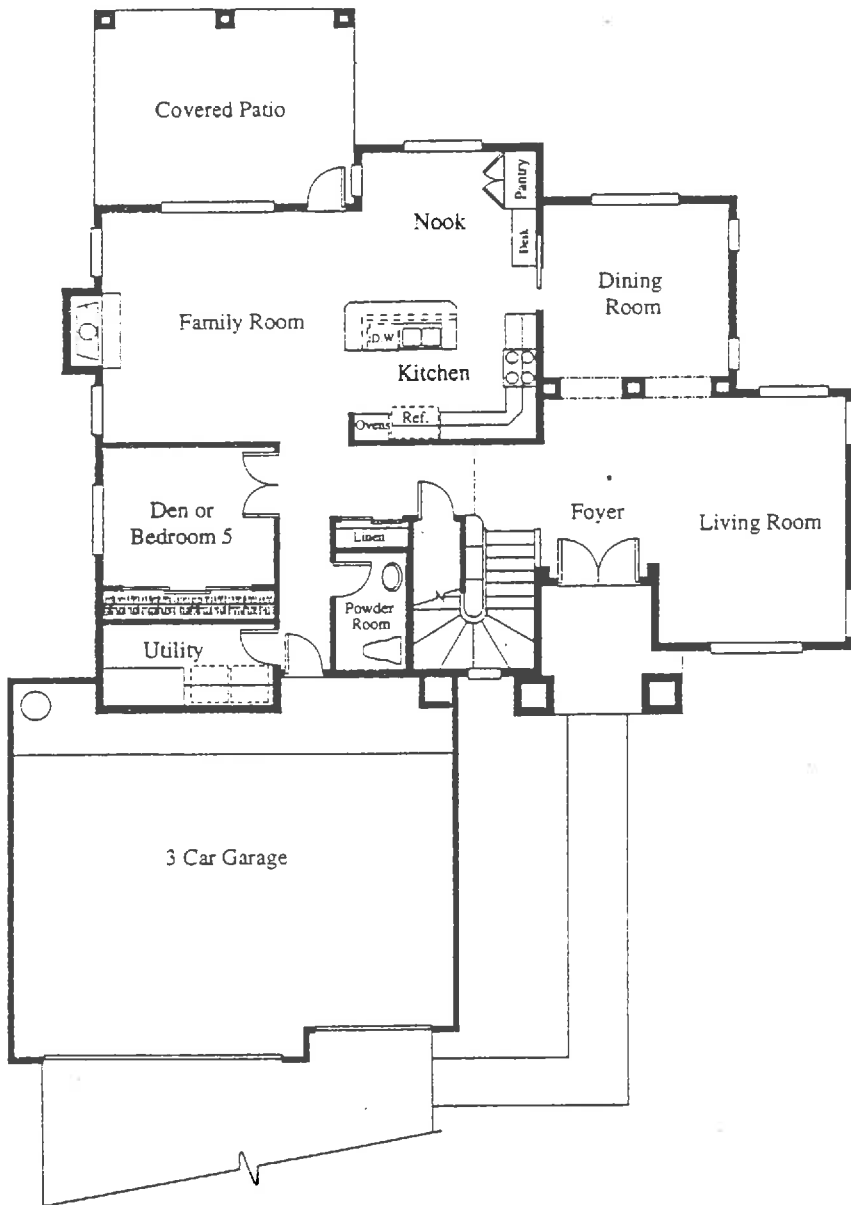
# Manchester

Plan 842 NWG

Two Story, 3 Car Garage,

4 Bedrooms + Den, 2 1/2 Baths

Liveable Area: 2,924 sq. ft.



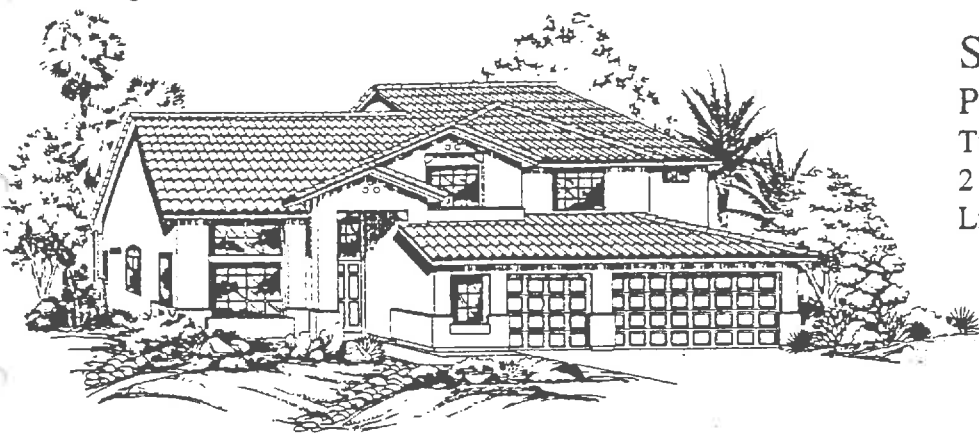
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8/9/94



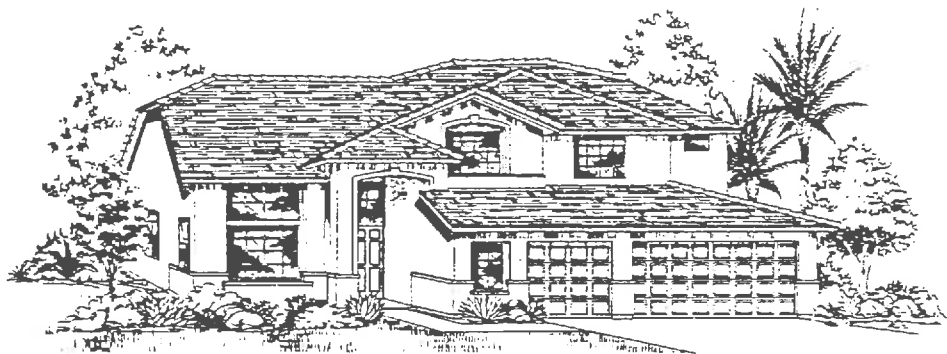


## Stratford

Plan 872 NWG

Two Story, 5 Bedrooms, Activity Room,  
2 1/2 Baths, 3 Car Garage,  
Liveable Area: 3,718 sq. ft.

Exterior A



Exterior B



Exterior C

Exterior shown optional brick.

# COVENTRY HOMES

A subsidiary of Del Webb Corporation

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8/9/94

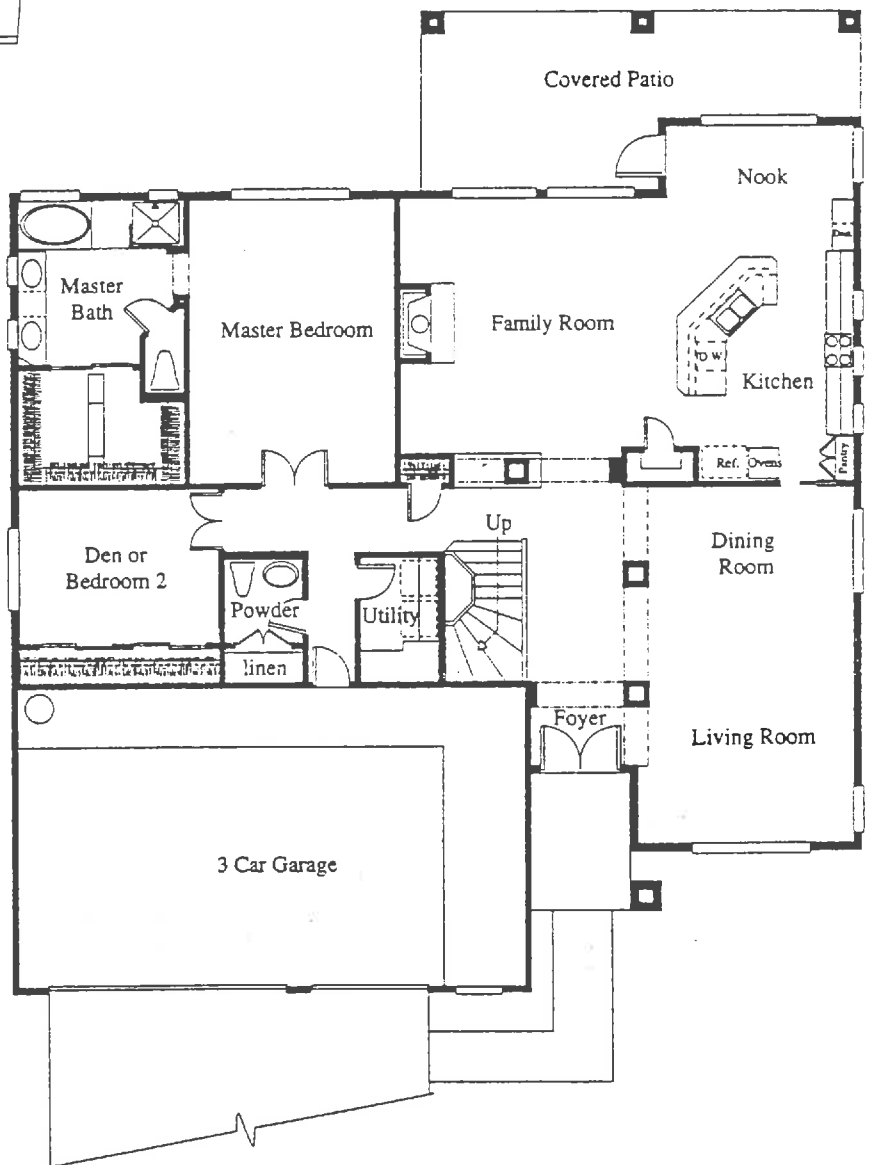
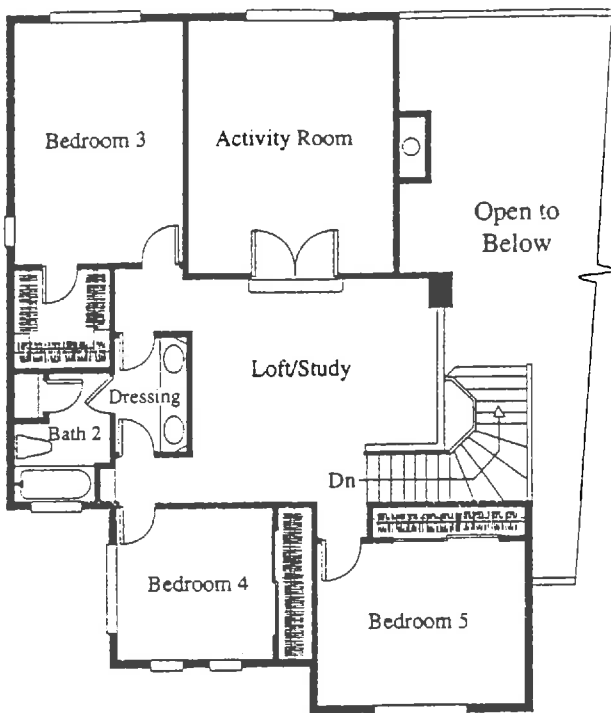




## Stratford

### Plan 872 NWG

Two Story, 5 Bedrooms, Activity Room,  
2 1/2 Baths, 3 Car Garage,  
Liveable Area: 3,718 sq. ft.



**COVENTRY HOMES**  
A subsidiary of Del Webb Corporation

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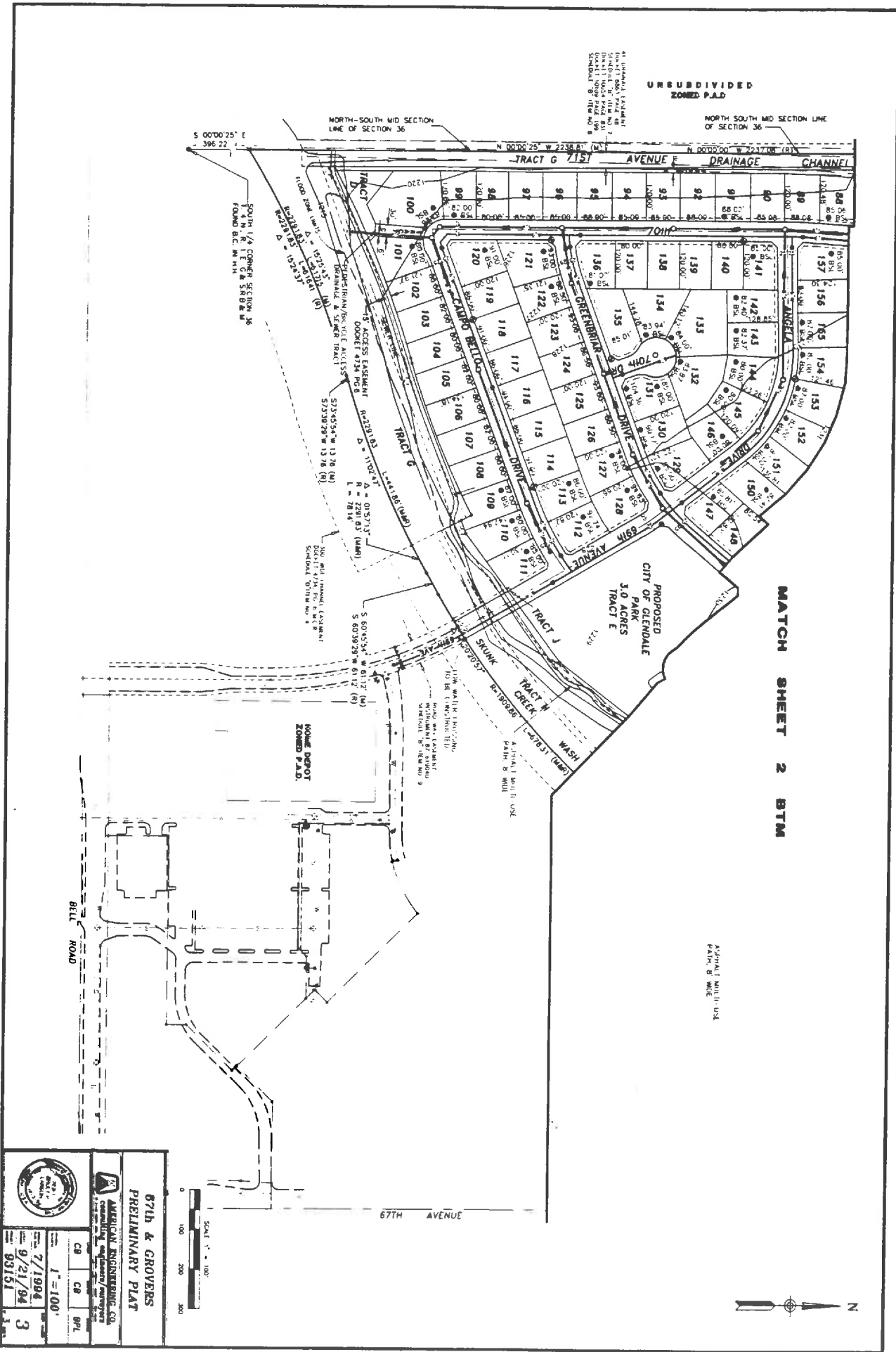
8/9/94



## **EXHIBIT B**







# EXHIBIT C

## PLANT PALETTE

### TREES

ACACIA smallii  
ACACIA salicina  
CERDICIUM floridum  
CERDICIUM praecox  
CHLOPSIS linearis  
EUCALYPTUS erythrocorys  
JACARANDA mimosifolia  
PHOENIX dactylifera zahedi  
PROSOPIS chilensis

Sweet Acacia  
Weeping Acacia  
Blue Palo Verde  
Sonoran Palo Verde  
Desert Willow  
Red Cap Gum  
Jacaranda (Multi-Trunk)  
Phoenix Date Palm  
Chilean Mesquite

### SHRUBS and GROUNDCOVERS

AGAVE geminflora  
BAILEYA multiradiata  
BOUGAINVILLEA  
BUDDLEJA marrubifolia  
CALLIANDRA californica  
CALLIANDRA eriophylla  
CAESALPINIA pulcherrima  
CASSIA nemophila  
CONVOLVULUS cneorum  
CORDIA parvifolia  
DASYLIRION atrotriche  
DALEA greggii  
HESPERALOE parviflora  
LANTANA mont. 'Purpurea'  
LANTANA monte. 'Yellow'  
LARREA tridentata  
JUSTICIA spigera  
LEUCOPHYLLUM fruit. 'G.C.'  
Sage  
LEUCOPHYLLUM lang. 'Rio Bravo'  
MUHLENBERGIA rigens  
NERIUM oleander 'Petite Pink'  
PENSTEMON varieties  
ROSMARINUS officinalis 'Prostratus'  
SALVIA clevelandii  
CALVIA greggii 'Sierra Linda'

Green Agave  
Desert Marigold  
Bush Bougainvillea  
Butterfly Bush  
Red Fairyduster  
Pink Fairyduster  
Red Bird of Paradise  
Desert Cassia  
Bush Morning Glory  
LITTLELEAF Cordia  
Green Desert Spoon  
Trailing Indigo Bush  
Red Yucca  
Purple Trailing Lantana  
Yellow Mound Lantana  
Creosote Bush  
Desert Honeysuckle  
Green Cloud Texas

Rio Bravo Sage  
Deer Grass  
Dwarf Pink Oleander  
Penstemon  
Prostrate Rosemary  
Chaparral Slavia  
Autumn Sage

## CACTUS

CARNEGIEA gigantea  
FEROCACTUS wislizenii  
FOUQUIERIA splendens  
OPUNTIA bigelovii

Saguaro  
Barrel Cactus  
Ocotillo  
Teddy Bear Cholla



## **EXHIBIT D**

# PROPOSED

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVENTRY ESTATES 67th & Grovers Avenues

THIS DECLARATION is made on the date hereinafter set forth by DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO., an Arizona corporation, hereinafter referred to as "Declarant".

### WITNESSETH:

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

### COVENTRY ESTATES

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

### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to **COVENTRY ESTATES HOMEOWNER'S ASSOCIATION, INC.**, an Arizona non-profit corporation, its successors, and assigns.

Section 2. "Architectural Committee" shall mean the committee created pursuant to Article VII hereof.

Section 3. "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee.

Section 4. "Articles" shall mean the Articles of Incorporation of the Association which are, or shall be, filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

Section 5. "Association Rules" shall mean the rules adopted by the Board, as they may be amended from time to time.

Section 6. "Board" shall mean the Board of Directors of the Association.

Section 7. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 8. "Common Area" shall mean all real property owned by the Association (including the improvements thereto), for the common use and enjoyment of owners.

Section 9. "Declarant" shall mean and refer to Del Webb's Coventry Homes Construction Co., Developer, including its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for purpose of Development.

Section 10. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended.

Section 11. "Developer" shall mean Del Webb's Coventry Homes Construction Co., or any successor to all or substantially all of the interest of said corporation in the Development.

Section 12. "Improvement" shall mean the buildings, roads, roadways, parking areas, lighting fixtures, fences, walls, hedges, plantings, planted trees and shrubs, and all other structures or landscaping of every type and kind.

Section 13. "Lot" shall mean and refer to any separate parcel of real property shown upon any recorded subdivision map of the Property, with the exception of the Common Area.

Section 14. "Member" shall mean any person, corporation, partnership, joint venture or other legal entity who is a member of the Association.

Section 15. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. "Owner" shall include the purchaser of an executory contract for the sale of property. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant of a Lot. For the purposes of Articles II and VIII only, unless the context otherwise requires, "Owner" shall also include the family, guests, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. "Owner" shall include Declarant so long as Declarant owns any Lot within the Property.

Section 16. "Property" or "Properties" shall mean and refer to that certain real, personal, or mixed property hereinbefore described which is subject to this Declaration, and such additions hereto as may hereinafter be brought within the jurisdiction of the Association.

Section 17. "Public Purchaser" shall mean any person or other legal entity who becomes an Owner of any Lot within the Property.

Section 18. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 19. "Mortgage" shall mean "Deed of Trust"; "Mortgagor" shall mean "Trustor"; and "Mortgagee" shall mean "Beneficiary".

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and to suspend the right of use of the Common Areas for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- b. The right of the Association to mortgage or convey all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless an instrument signed by two-thirds (2/3) of each class of Owners agreeing to such mortgage or conveyance has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Owner's Easement of Enjoyment Limitations.

- a. An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Area.
- b. The Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.
- c. Each Owner, tenant and occupant of a Lot, and the invitees, tenants, agents and employees of such Owner, may use the Common Area in common with the Owner's invitees, tenants, agents and employees of the other Lots in accordance with the purposes for which it is intended without hindering or encroaching upon the lawful right of such others.
- d. No Owner will be exempted from liability for assessments with respect to the Common Area by waiver of the enjoyment of the right to use the Common Area or by abandonment of his Lot or otherwise.

Section 4. Title to Common Area. Declarant covenants that it will convey legal title, where appropriate, to the Common Area to the Association, free of all encumbrances except current real property taxes and other easements, conditions, reservations, and restrictions then of record. The conveyance, where appropriate, shall be made to the Association prior to the close of escrow of the first lot by a homebuyer. The term "legal title" as used herein shall mean the fee simple title of Declarant.

The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of owners.

ARTICLE III  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. General Declaration. As the property has been subdivided into various lots, and it is intended that the property so subdivided shall be sold and conveyed to public purchasers subject to this Declaration, Declarant hereby declares that all the Property subject hereto is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said Property and every part thereof. All of this Declaration shall run with all of said Property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and their successors in interest.

ARTICLE IV  
THE ASSOCIATION

Section 1. Organization.

- a. The Association. The Association is an Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- b. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and Bylaws, as same may be amended from time to time.

Section 2. Powers and Duties of the Association. The Association shall have such rights, duties and powers as set forth in the Articles and Bylaws, as same may be amended from time to time.

Section 3. Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Rules". The Rules may restrict and govern the use of any area by any Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that the Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Said Rules shall have the same force and effect as if they were set forth herein and were a part of this Declaration.

Section 4. Personal Liability. No member of the Board or any Committee of the Association, or any officer of the Association, or any Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, any Manager, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any

officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 5. Transfer Fee. Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot, a transfer fee in such amount as is established from time to time by the Board.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant and Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) The last day of December, 1999.

#### ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest costs and reasonable attorneys fees, shall be a charge on the Lot or Lots owned by the Member of the Association and shall be a continuing lien upon his Lot or Lots against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. In order to promote civic betterment and social improvements for the common good of this community, the assessments levied by the Association shall be

used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 1995, the maximum assessment shall be Twenty-Two Dollars (\$22.00) per month per lot.

- a. From and after January 1, 1995, the Maximum Annual Assessment shall be increased effective January 1 of each year without a vote of the Membership in conformance with the rise, if any, of the Consumer Price Index as hereinafter defined. The Maximum Annual Assessment for each such period shall be computed by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designated "Consumer Price Index--U.S. City Average for Urban Wage Earners and Clerical Workers, 1967 Equals 100, All Items", hereinafter called the "Consumer Price Index". For purposes of identification, the Consumer Price Index for June 1980 was 147.8. If the Bureau of Labor Statistics shall change the method of determining the Consumer Price Index, the formula for determining the Maximum Annual Assessment shall be altered or amended, if possible, so as to continue the base period and base figure, but in the event it shall be impossible to do so, or in the event the Bureau of Labor Statistics shall cease to publish the said statistical information and such information is not available from any other source, public or private, then and in any such events a new formula for determining the Maximum Annual Assessment shall be adopted by the Board.
- b. From and after January 1, 1995, the Maximum Annual Assessment may be increased above the amount indicated in Article VII, Section 3(a) above, by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or replacement of damaged or destroyed common elements where the Owner or Owners thereof have failed to replace or rebuild pursuant to Article VIII herein, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting

shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis; Developer shall pay assessments on each Lot owned by Declarant or Developer shown on any recorded subdivision plat which Lot is intended for residential use. Should any home located on any such Lot become occupied during Declarant's ownership of said Lot, Developer shall pay the full monthly assessment; for unoccupied homes and Lots owned by Declarant, Developer shall pay an amount equal to ten percent (10%) of the regular monthly and special assessment for each Lot so owned.

Section 7. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of each home by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed Certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance. The annual assessment payable by Developer shall commence on the first month following conveyance of the first home by the Developer.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

- a. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of twelve percent (12%) per annum from the date of delinquency, court costs, and reasonable attorneys fees in such amount as the Court may adjudge against the delinquent Owner or Member.
- b. Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within the Property to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots covered by the Declaration, together with interest thereon at the rate of twelve percent (12%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys fees. At any time after the occurrence of any default in the payment of any such



assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

1. The name of the delinquent Owner;
2. The legal description and street address of the Lot against which claim of lien is made;
3. The total amount claimed to be due and owing for the amount of the delinquency interest thereon, collection costs, and reasonable attorneys fees (with any proper offset allowed);
4. That the claim of lien is made by the Association pursuant to the Declaration; and
5. That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in Section 9 hereinafter. Any such lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a realty mortgage or by the exercise of a power of sale in the manner provided by law under a trust deed, as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event of such foreclosure, reasonable attorneys fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessment provided for herein shall be subordinated to the lien of any first mortgage, and be subordinated to the lien of assessments imposed by the covenants, conditions and restrictions relating to any Lot or residential unit which is sold in a single family detached development, townhouse development, or a condominium development with separate common area and a homeowners association. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any

proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability or any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Organization, Power of Appointment and Removal of Members. There shall be an Architectural Committee, organized as follows:

- a. Committee Composition. The Architectural Committee shall consist of three regular members and two alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board or an officer of the Association.
- b. Alternate Members. In the event of the absence or disability of one or two regular members of said Committee, the remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.
- c. Initial Members. The members of the Board shall act as the initial members of the Architectural Committee.
- d. Terms of Office. Unless the initial members of the Architectural Committee have resigned or been removed, their terms of office shall be for a period of one year, or until the appointment of their respective successors. Thereafter, the term of each Architectural Committee member appointed shall be for a period of one year and until the appointment of his successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired, may be reappointed.
- e. Appointment and Removal. The right to appoint and remove all regular and alternate members of the Architectural Committee, at any time, shall be and is hereby vested solely in the Board, provided however, that no regular or alternate member may be removed from the Architectural Committee by the Board except by the vote or written consent of fifty-one percent (51%) of all of the members of the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recordation of a declaration identifying each new regular or alternate member appointed to the Committee and each regular or alternate member replaced or removed therefrom.
- f. Resignations. Any regular or alternate member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.
- g. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A

vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any regular or alternate member.

Section 2. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

Section 3. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of Paragraph B of Section 1 above, the vote or written consent of any two regular members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of this Declaration. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall not be entitled to compensation for their services.

Section 4. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules". Said Rules shall interpret and implement this Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, and materials and similar features which are recommended for use within the Property.

Section 5. Waiver. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

Section 6. Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any Property; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee.

Section 7. Time for Approval. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with.

#### ARTICLE VIII USE RESTRICTIONS

Section 1. Permitted Uses and Restrictions. The permitted uses, easements, and restrictions for all Property covered by this Declaration shall be as follows:

- a. Single Family Residential Use. All Property shall be used, improved, and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any such Property. Nothing herein shall be deemed to prevent the leasing of any such Property to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. No structure whatsoever, other than one private single family residence, together with a private garage, shall be erected, placed or permitted to remain on any Lot. Lots owned by Declarant may be used as model homes and for sales and construction offices for the purpose of enabling Developer to sell Lots within the Property, until such time as all of the Lots owned by Declarant have been sold to public purchasers.
- b. Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Property whether attached to a building or structure or otherwise, unless approved by the Board.
- c. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.
- d. Improvements and Alterations. No improvements, alterations, repairs, painting, excavation or other work which in any way alters the exterior appearance of any Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed or transferred by Declarant to a Public Purchaser shall be made or done without the prior approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee or any committee established by the Architectural Committee for the purpose. Pursuant to its rulemaking power, the Architectural Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Architectural Committee shall have the right to refuse to approve any plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans,

specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring Property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and building materials, shall be subject to the prior approval of the Architectural Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee. All decisions of the Architectural Committee shall be final and no Lot Owner or other parties shall have recourse against the Architectural Committee or any of its members, for or with respect to any decisions made in good faith.

- e. Maintenance of Lawns and Plantings. In addition to the maintenance which the Association shall perform pursuant to Section 2 below, the Association shall maintain the lawns and plantings on all Common Areas, and for this purpose, Developer and the Association shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass and plantings on any Common Area and on such easements over an Owner's lot as may have been granted to Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass or plantings placed upon any Common Area by Developer or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any lot, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such landscaping, shrubs, trees, grass or plantings in the Common Area and shall not be liable for trespass for so doing.
- f. Repair of Buildings. No improvement upon any Property shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Association shall have right, after thirty (30) days notice to an Owner, to repair, paint, or otherwise maintain the exterior of any improvement (and without notice in the event of an emergency) which the Association, acting through its Board, determines in its discretion is in violation of this provision. All costs and expenses, including reasonable attorneys fees, incurred by the Association shall be borne by the Owner, and shall be paid to the Association on demand plus interest at the rate of twelve percent (12%) from ten (10) days after said demand until paid in full. Any sum not paid by an Owner may be treated as an assessment and collected in a like manner as assessments levied pursuant to Article VI of this Declaration.
- g. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection, and then only the shortest time reasonably necessary to effect such collection. All

rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

- h. Overhangs. No tree, shrub, or planting of any kind on any Property shall be allowed to overhang or to otherwise encroach upon any Common Area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Committee.
- i. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such property, and except that which Declarant or the Association may require for the operation and maintenance of the Common Area.
- j. Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. This provision shall not in any way limit Declarant from subdividing or separating into smaller lots or parcels any Property owned by Declarant.
- k. Signs. No sign (other than a name and address sign, not exceeding 9" x 10" in size) of any nature shall be permitted on any Lot; provided, however, that one sign of not more than five square feet may be temporarily erected or placed on a Lot for the purpose of advertising the property for sale or rent; and provided further the builder may erect any signs during construction; and provided further, this restriction shall not apply to the Association in furtherance of its powers and purposes herein set forth.
- l. Utility Easements. There is hereby created a blanket easement upon, across, over and under the above described Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said Property and to affix and maintain wires, circuits and conduits on, in and under roofs and exterior walls of said Property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said Property except as initially developed and approved by the Declarant or thereafter approved by the Board. This easement shall in no way affect any other recorded easements on said Property. This easement shall be limited to improvements as originally constructed.
- m. Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Property covered by this Declaration and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial

purposes. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, or confinement of any animal, bird, fowl, poultry or livestock shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal, bird, fowl, poultry or livestock is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such Property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

- n. Temporary Occupancy. No trailer, basement of any incomplete improvement, building, tent, shack, garage or barn, and no temporary improvement of any kind shall be used at any time for a residence on any Property either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such Property shall be removed immediately after the completion of construction.
- o. Trailers and Motor Vehicles. No motor vehicle classed by manufacturer rating as exceeding 1/4 ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked or maintained on any lot or street so as to be visible from neighboring property, the Common Areas, or the streets. They may, however, be concealed in attractively screened areas with prior approval by the Architectural Committee. The provisions of this Section shall not apply to pick-up trucks of less than 1/4 ton capacity with camper shells not exceeding seven feet in height measured from ground level and mini-motorhomes not exceeding seven feet in height and eighteen feet in length. No mobile home, motorhome, boat, recreational vehicle, trailer of any kind, truck, camper, permanent tent, or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed, or repaired upon any Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee. Garages shall be used for parking vehicles and storage purposes only, and shall not be converted for living or recreational activities without the written consent of the Architectural Committee. Except as provided above, only vehicles in operating conditions shall be parked in uncovered parking areas.
- p. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Property, and no odors shall be permitted to arise therefrom, so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Property so as to be offensive or detrimental to any other Property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Property. The Board in its sole discretion shall have the

right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Property.

9. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property unless they are erected, placed and maintained exclusively within a fenced service yard or (otherwise concealed and shall not be visible from neighboring property.
10. Mineral Exploration. No Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.
11. Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Property which shall induce, breed or harbor infectious plant diseases or noxious insects.
12. Party Walls and Fences. The rights and duties of owners with respect to Party Walls or Party Fences shall be as follows:
  1. The Owners of contiguous lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of said by the other Owner.
  2. In the event that any party wall or party fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or party fence without cost to the other adjoining lot Owner or Owners.
  3. In the event any such party wall or party fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.
  4. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.
  5. In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party wall or party fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding.
  6. Each Owner shall permit the Owners of adjoining lots, or their representative, when reasonably required, to enter his lot for purpose of repairing or maintaining a party wall or party fence or for the purpose of performing installation, alterations or repairs to the property of such adjoining Owners, provided that requests for entry is at a time reasonably convenient to the Owner. In case



of an emergency, such right to entry shall be immediate. An adjoining Owner making entry pursuant to the terms of this paragraph shall not be deemed guilty of trespass by reason of such entry.

7. Surfaces of party walls or party fences on property which is generally accessible or viewable from only the adjoining property may be planted against, painted, maintained and used by the adjoining Owners. If such surfaces are viewable from public streets or the Common Area, the color scheme shall not be changed without the written consent of the Architectural Committee.

8. In the event that any of the subdivision perimeter fencing on an Owner's Lot of the Replat of Madera De La Mesa (Amended) is damaged or destroyed, it shall be the obligation of the Owner of such Lot to rebuild and/or repair such perimeter fence so that the exterior surface will match in material and color the surface of the perimeter fence of the subdivision.

u. Drainage Easement. There is hereby created a blanket easement for drainage of groundwater on, over and across the Property. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the Property. Each Owner shall at his own expense maintain the drainageways and channels on his Lot in proper condition free from obstruction. The Association shall have the right, after thirty (30) days notice to an Owner, to repair or otherwise maintain the drainageway or channel on said Owner's Lot, which the Association, acting through its Board, determines has not been maintained by the Owner in compliance with this provision. All costs and expenses including reasonable attorneys fees incurred by the Association shall be borne by the Owner, and shall be paid to the Association upon demand, plus interest at an annual rate of twelve percent (12%) from ten days after said demand until paid in full. Any sum not paid by an Owner may be treated as an assessment and collected in like manner as assessments levied pursuant to Article VI of this Declaration.

v. Easement for Subsequent Construction. There is hereby created an easement running in favor of Declarant and its beneficiary, the Developer, the Declarant's successors, assigns, and its or their agents, employees, or independent contractors, to enter upon any portion of the Property for the purpose of constructing or installing improvements upon any additional land annexed to the Property pursuant to the terms of Article IX, Section 5, of this Declaration.

w. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant and/or Developer, or its duly authorized agents, of improvements or signs necessary or convenient to the development or sale of Lots and the Property.

Section 2. Permitted Uses and Restrictions - Common Area. The permitted uses and restrictions for Common Area shall be as follows:

a. Permitted Uses. In general, the Common Area shall be used for the benefit of the Owners, for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment to be derived from such reasonable and proper use, without hindering the exercise of or encroaching

upon the right of any other Owner to utilize the Common Area, provided that no unlawful use shall be permitted.

b. Restricted Uses.

1. The Common Area shall not be used by Owners for storage of supplies, material or personal property of any kind.
2. In general, no activity shall be carried on nor condition maintained by any Owner upon the Common Area which spoils the appearance of the Property or hinders or encroaches upon the right of any other Owner to utilize the Common Area as reasonably intended.

c. Maintenance by Association. The Association may, at any time, as to any Common Area conveyed, leased or transferred to it or otherwise placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required:

1. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area, in accordance with (a) the last plans thereof approved by the Board; (b) the original plans for the improvement; or (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed.
2. Construct, reconstruct, repair, replace, or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, and parking area.
3. Replace injured and diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes.
4. Place and maintain upon any such area such signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof, subject to the approval of the Architectural Committee.
5. Remove all papers, debris, filth and refuse from the Common Area and wash or sweep paved areas as required; clean and relamp lighting fixtures as needed.
6. Repaint striping, markers, directional signs, etc. as necessary.
7. Pay all real estate taxes and assessments on the Common Area.
8. Pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Area.
9. Pay for and keep in force at the Association's expense public liability insurance in companies acceptable to the Association in amounts and with limits of liability desired by the Owners or required of the Owners pursuant to any other recorded document affecting the Property, such insurance to name the Association or the Owners or both as named insureds.

10. Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.
  11. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.
  12. Nothing herein shall be construed so as to preclude the Association from delegating its powers set forth above to a manager or agent or to other persons, firms or corporations.
- d. Damage or Destruction of Common Area by Owners. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees or agents, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

#### ARTICLE IX GENERAL PROVISIONS

Section 1. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representative, successors, transferees and assigns, and himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

thirty (30) years from the date this Declaration is recorded, after which time they shall be extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period or any time thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

Section 6. As long as there is a Class "B" Membership, the following will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Notices provided for in these Restrictions shall be in writing and shall be addressed to the last known address of the Lot Owner in the files of Scottsdale StoneBrook Homeowner's Association, Inc. Notices shall be deemed delivered when mailed by United States Registered or Certified Mail addressed to the Lot Owner at such address or when delivered in person to such Owner.

DATED this 10th day of August, 1993.

DECLARANT:

Del Webb's Coventry Homes  
Construction Co., an Arizona  
corporation

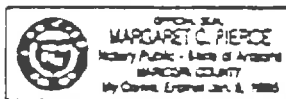
By: Joseph Contadino  
President

STATE OF ARIZONA            )  
                                  ) ss.  
County of Maricopa        )

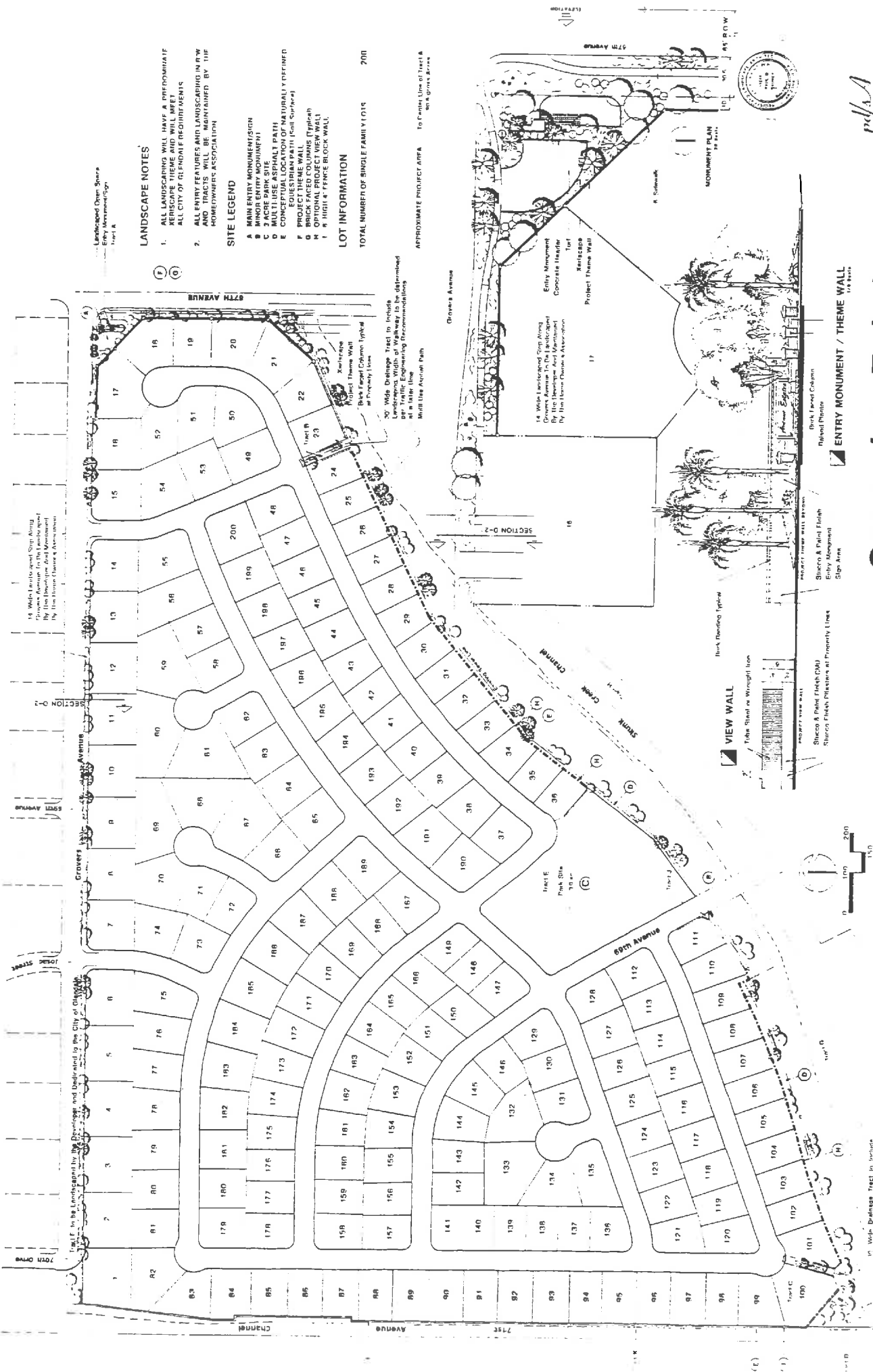
On this 10th day of August, 1993, before me, the undersigned Notary Public, personally appeared Joseph Contadino, who acknowledged himself to be the President of Del Webb's Coventry Homes Construction Co., an Arizona corporation, and that he is such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by himself as President.

My Commission Expires:

Margaret C. Pierce  
Notary Public



# **EXHIBIT E**



Landscaped Open Space  
Entry Monument/Sign  
Tree A

### LANDSCAPE NOTES

1. ALL LANDSCAPING WILL HAVE A PREDEFINITE KENSCAPE THEME AND WILL MEET ALL CITY OF GLENDALE REQUIREMENTS
2. ALL ENTRY FEATURES AND LANDSCAPING IN ROW AND TRACTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION

### SITE LEGEND

- A MAIN ENTRY MONUMENT/SIGN
- B MINOR ENTRY MONUMENT/SIGN
- C 1/2 ACRE PARK SITE
- D 1/4 ACRE PARK SITE
- E CONCEPTUAL LOCATION OF NATURAL YET DEFINED EQUESTRIAN PATH (Soil Surface)
- F PROJECT THEME WALL
- G 1/2 ACRE PARK SITE
- H 1/4 ACRE PARK SITE
- I 1/2 ACRE PARK SITE
- J 1/4 ACRE PARK SITE
- K 1/2 ACRE PARK SITE
- L 1/4 ACRE PARK SITE
- M 1/2 ACRE PARK SITE
- N 1/4 ACRE PARK SITE
- O 1/2 ACRE PARK SITE
- P 1/4 ACRE PARK SITE
- Q 1/2 ACRE PARK SITE
- R 1/4 ACRE PARK SITE
- S 1/2 ACRE PARK SITE
- T 1/4 ACRE PARK SITE
- U 1/2 ACRE PARK SITE
- V 1/4 ACRE PARK SITE
- W 1/2 ACRE PARK SITE
- X 1/4 ACRE PARK SITE
- Y 1/2 ACRE PARK SITE
- Z 1/4 ACRE PARK SITE

### LOT INFORMATION

TOTAL NUMBER OF SINGLE FAMILY LOTS 111

200

APPROXIMATE PROJECT AREA

To Front Line of Tract & 1/2 Acre Green Area

# Coventry Estates

GLENDALE, ARIZONA

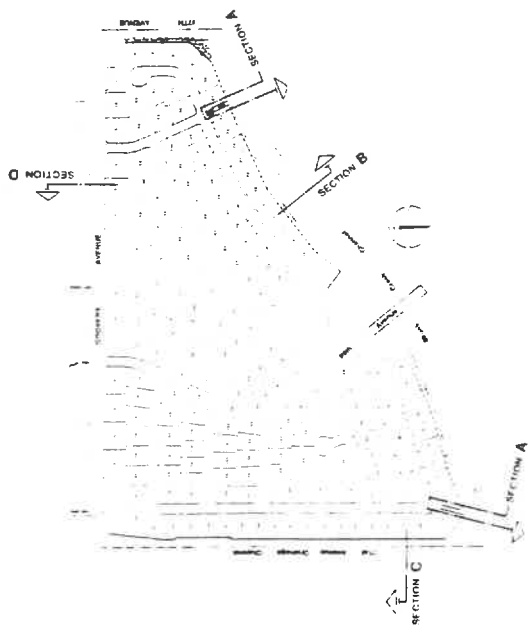
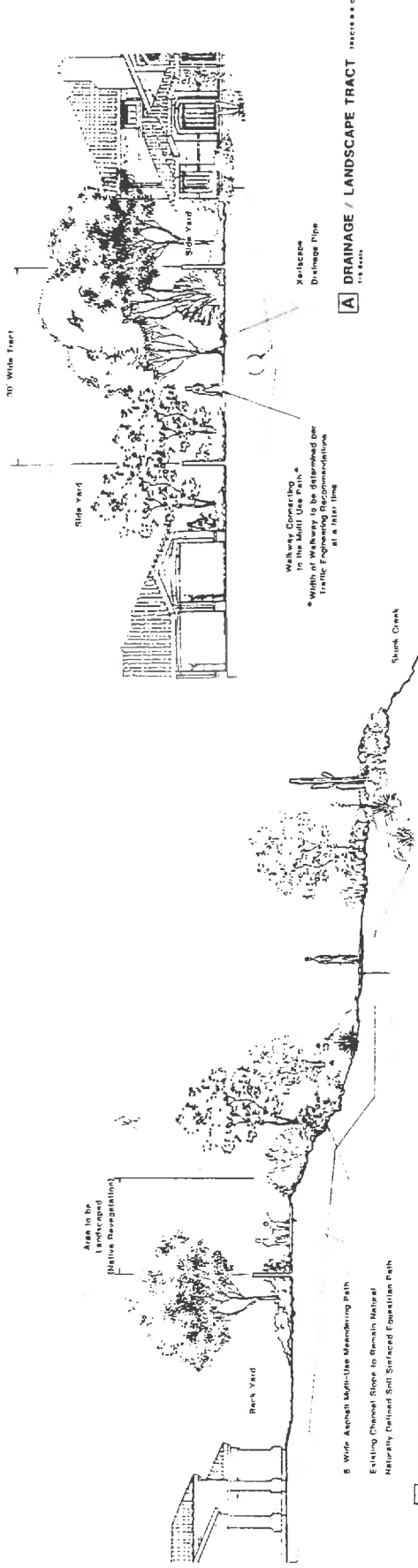
Z-94-20

## development plan

PROJECT WALL & LANDSCAPE CONCEPT

1/2 Acre Deed Tract in Includes Landscaping Width of Walkway to be determined by the Homeowners Association. Open Space to be Landscaped by the Homeowner and Tract and in the City of Glendale





# Coventry Estates

Z-94-20  
GLENDALE, ARIZONA

## development plan

