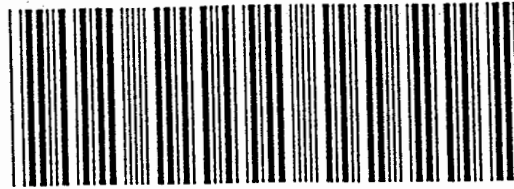


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Trust Department
Attn: Marie



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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEATHER PLACE

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEATHER PLACE

THIS DECLARATION, made on the date hereinafter set forth by PATTERSON DEVELOPMENT LIMITED PARTNERSHIP., an Arizona Limited Partnership, hereinafter referred to as "Declarant":

WITNESSETH:

Declarant, being the Owner (as defined - Article I, Section 14 below) of certain property in the County of Maricopa, State of Arizona which is more particularly described as Heather Place, a subdivision located within the S1/2 NE1/4 Section 34, T1S, R5E, C&SRB&M, Maricopa County, Arizona as recorded in Book _____ of Maps, Page _____, Maricopa County Recorder (hereinafter referred to as the "Property"), hereby declares that the Property shall be held, sold, leased 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 Property and be binding upon and shall inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to ARTICLE VIII hereof.

Section 2. "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee.

Section 3. "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 4. "Association" shall mean and refer to Heather Place Homes Association, Inc., and Arizona non-profit corporation, its successor and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 7. "Common Area" shall mean all real property which is or becomes owned or leased by the Association for the common use and enjoyment of the owners. The Common Area to be owned or leased by the Association at the time of the conveyance of the first Lot is described as Tract A,B,C,D on the plat of Heather Place, attached as Exhibit "A: and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdictions of the Association, pursuant to the terms of ARTICLE III below.

Section 8. "Declarant" shall mean Patterson Development Limited Partnership, an Arizona Limited Partnership, or any trustee or

escrowee which may be designated by Patterson Development Limited Partnership, including its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended, together with any and all Tract Declarations which may be recorded by Declarant, as said Tract Declarations may be assigned from time to time.

Section 10. "Development" shall mean all real property located in the Property together with all real property which hereafter becomes subject to the terms of the Declaration.

Section 11. "Improvement" shall mean the buildings, garages, carports, roads, driveways, parking areas, walks, fences, walls, docks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 12. "Lot" shall mean any parcel of real property which is both covered by the Declaration and designated as a Lot on any recorded Subdivision Map covering property also subject to the Declaration, with the exception of the Common Area. A Lot shall be deemed "Developed" when all offsite streets, curbs, gutters, sidewalks and other utilities have been completed installed. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon. All other lots shall be deemed "Undeveloped" Lots.

Section 13. "Member" shall mean any person, corporation, partnership, joint venture or other legal entity who is a member of the Association.

Section 14. "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 Lots provided, however, that as to all Lots which are or become leased for an original term exceeding three (3) years, the Lessees, rather than the record owners, shall, prior to the termination of said leases, be deemed the Owners thereof. "Owner" shall include the purchaser of any Lot. 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 Single Family Residence. For the purposes of ARTICLE IV only, unless the context otherwise requires, "Owner" shall also include the Family, invitees, licensees, lessees and sublessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot or the improvements thereon.

Section 15. "Property" shall mean and refer to that certain real property described on Page One hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the terms of ARTICLE III below.

Section 16. "Public Purchaser" shall mean any persons or other legal entity who becomes an Owner of any Lot.

Section 17. "Heather Place Homes Association Rules" shall mean the rules adopted by the Board, as they may be amended from time to time.

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

Section 19. "Single Family Residence" shall mean a building, house, townhome, townhouse, or patio home used as a residence for a single family, including any appurtenant garage, carport or similar outbuilding.

Section 20. "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 21. "Subdivision Map" or "Subdivision Plat" shall mean a recorded map or plat covering any or all of the property referred to in this Declaration, or annexed hereto.

Section 22. "Tract" shall mean any parcel of real property designated as a Tract on any recorded Subdivision Map within the Development and such additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the terms of ARTICLE III below.

Section 23. "Tract Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant, pursuant to Article III hereof.

Section 24. "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.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right of 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 of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this declaration or the Heather Place Homes Association Rules;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area or any interest therein to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of Members agreeing to such dedication or transfer 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 his guests or invitees.

ARTICLE III

STAGED DEVELOPMENT AND GENERAL DECLARATION

Section 1. Staged Development. Additional land within the South 1/2 of the Northeast 1/4 of Section 34, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this Declaration. Such annexed land may, but shall not necessarily include, additional land for Single Family Residential Use and Common Area. In order to effectuate said annexations Declarant or its successors in interest shall record in the office of the Recorder of Maricopa County, Arizona a Tract Declaration as to said property setting forth the legal description of the property to be added by annexation, incorporating this Declaration therein by reference, specifying any additional covenants, conditions and restrictions as may supplement or modify this declaration, and providing that the owners of Lots in the property to be annexed shall automatically become members of the Association. Thereafter, the rights and obligations of all Owners of Lots in the annexed property shall be the same as the rights and obligations of the Owners of Lots affected by this Declaration, and the Property (including all property so annexed) shall be subject to both this Declaration and the Tract Declaration as this Declaration and the Tract Declaration may be amended from time to time. Nothing in this Article III shall be deemed or construed to constitute a covenant or guarantee that the Declarant will develop or annex land in addition to that land described above initially constituting the Property.

Section 2. General Declaration. Declarant hereby declares that the Property, (including all property so annexed), 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 and any recorded Tract Declaration, as amended or modified from time to time. This Declaration and said Tract Declarations are declared and agreed to be in furtherance of a general plat for the subdivision, improvements and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real 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

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 1. Land Use Classifications. As each parcel of real property is developed and annexed, the use classifications, restrictions, easements, rights of way, and other matters including new or different uses and restrictions therefor, including any number of subclassifications thereof for any special uses, shall be fixed by Declarant herein or in any Tract Declaration which may be recorded for that Property. In exercising such authority as granted herein, Declarant shall not impose any new land use classifications or new restrictions which are not generally in consonance with existing uses and restrictions applicable to the Property. When a parcel of real property is annexed to the Property, the use classifications thereof

shall be established by the Tract Declaration covering said parcel of real property.

Section 2. Permitted Uses and Restrictions - Single Family. The permitted uses, easements and restrictions of all property within the Development 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, business or other non-residential use shall be conducted on any such property. Nothing herein shall be deemed to prevent the leasing of all such property to a Single Family from time to time by the Owner thereof, subject to all of the provisions of this Declaration. No structure whatever, other than one private, Single Family Residence, together with a private garage or carport, a guest house and servants' quarters, shall be erected, placed or permitted to remain on any lot. No boat, truck, trailer, camper or recreation vehicle shall be used as a living area while located on the Property. Anything herein to the contrary notwithstanding, Lots owned or leased by Declarant or its nominees may be used for models sales offices and construction offices for the purpose of selling or leasing the Lots in the Property until all of the Lots thereon are sold or leased by Declarant.

No dwelling shall be permitted which costs less than sixty thousand dollars (60,000.00), based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this Declaration to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date hereof at the minimum cost stated herein for the minimum dwelling size. The floor area of the main structure, exclusive of garages, carports, and open porches, shall not be less than eleven hundred (1,100) square feet.

B. 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 within the Development, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal, bird, fowl or poultry 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 or poultry shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, the Architectural Committee shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal, bird, fowl or poultry 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 Architectural Committee shall be enforceable as other restrictions contained herein.

C. ANTENNAS. No antenna, except satellite dishes that are not visible above the fence elevation, 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 within the Development, whether attached to a building or structure, or otherwise, unless approved by the Architectural Committee.

D. 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 is or upon any property within the Development, 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.

E. LOT IMPROVEMENTS AND ALTERATIONS. No improvements, alterations, repairs, excavations or other work which in any way alters the exterior appearance of any Lot or the improvements located thereon from its natural or improved state existing on the date of this Declaration, shall be made or done without the prior written approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done until the plans and specifications for the same, and all construction details including height, shape, materials, floor plans, location, size and approximate cost shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall have the right to refuse to approve any plans or specifications or grading plan, which are not suitable or desirable, in its reasonable 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, shall be subject to the prior written 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 or the Declarant. All decisions of the Architectural Committee shall be final and no lot owner or other parties shall have recourse against the Architectural Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping. The Architectural Committee shall not be liable for damages to anyone submitting plans for approval or making any other request of the Architectural Committee, nor to any Owner, lessee or sublessee of any Lots by reason of mistake in judgement, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve, any plans or other requests, and any and every Owner agrees not to bring action or suit to recover any damages against the Architectural Committee or any members thereof.

F. TEMPORARY OCCUPANCY. No trailers, basements of any complete building, tent, shack, garage or barn, and no temporary or incomplete buildings or structures of any kind shall be lived in or occupied in any manner, at any time, either temporarily or permanently. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction. Notwithstanding anything herein to the contrary, any developer or his agents, shall have the right until the Development is fully developed and improved, to maintain construction facilities and storage areas incident to the development and improvement of the Development.

G. TRAILERS AND MOTOR VEHICLES. Except with approval of the Architectural Committee, no mobile home, boat, recreational vehicle, trailer of any kind, truck camper, or permanent tent or similar structure shall be kept, placed or maintained or constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the Development in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or the construction of any improvement approved by the Architectural Committee. Garages, if any, shall be used for parking at least one vehicle. Only off-street parking of motor vehicles shall be permitted in the Development except that on-street parking shall be permitted for short periods of time for guests of an Owner and for construction and service personnel.

H. LANDSCAPING MAINTENANCE OF LAWNS AND PLANTINGS. Each Owner shall, within ninety (90) days after the date he takes possession of a new and unlandscaped residence, substantially complete all landscaping of the premises. Each Owner shall, at all times, keep all shrubs, trees, grass and plantings of every kind on his Lot, including setback and easement areas, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

I. MAINTENANCE AND REPAIR OF BUILDINGS. No building, improvement or structure upon any Lot shall be permitted to fall into disrepair, and each building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. Each Owner shall maintain in good repair the exterior surfaces, including but not limited to, walls, roofs, porches, patios and appurtenants. Nothing shall be done in or to any building which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required under this Declaration. Carports and garages must be kept in a neat and tidy manner at all times when the interior of the same is visible from the street or adjoining property.

J. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Development, and no odors shall be permitted to arise therefor, 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. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Properties.

K. TRASH CONTAINERS AND COLLECTION. No garbage or trash shall be placed or kept 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 incinerations shall be kept or maintained on any lot.

L. 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.

M. ENCROACHMENTS. No tree, shrub, or planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk, street or pedestrian way, from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Committee. No fence, wall, hedge or shrub planting

which obstructs sight-lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained a sufficient height to prevent obstruction of such sight-lines.

N. RIGHT OF WAY. During reasonable hours, and after notice, except in the event of an emergency, any member of the Architectural Committee, or its authorized representative, shall have the right to enter upon and inspect any property and the improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

O. 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 a residence. No elevated tanks or large containers of any kind shall be erected, placed or permitted upon any Lot, except for use in connection with any residence thereon, and except as shall have first been approved by the Architectural Committee. All such approved tanks or containers shall be buried or kept screened by adequate planting or fence work, and shall not be Visible From Neighboring Property.

P. DISEASES AND INSECTS. No Owner shall permit any thing or conditions to exist upon property which shall induce, breed, or harbor infectious plant diseases or noxious insects.

Q. RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner without the prior written approval of the Architectural Committee. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property owned by Declarant. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented, and then only to a Single Family.

R. SIGNS. No signs whatsoever (including, but not limited to commercial political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any lot or parcel of property except:

- (1) Such signs as may be required by legal proceedings;
- (2) Not more than two (2) residential identification signs each of a combined total face area of seventy-two (72) square inches or less;
- (3) During the time of construction of any building or other improvement, one job identification sign not larger than six (6) square feet; and
- (4) Such additional signs, the nature, number and location of which have been approved in advance by the Architectural Committee.
- (5) Such signs erected by the Developer or any other developer, or their duly authorized agents, necessary or convenient to the development, leasing, sale, operation or other disposition of the Property, both improved and unimproved.
- (6) Residential for sale signs not larger than six square feet.

S. UTILITY EASEMENTS. There is hereby created a blanket easement upon, across, over and under the above described premises for ingress, egress, installation, replacing, repairing and maintaining 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 of said property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said residence. 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 premises except as initially programmed and approved by Declarant or thereafter approved by Declarant or the Board. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

T. MINERAL EXPLORATION. No property within the development 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.

U. 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 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 same by any other Owner.
- (2) In the event that any Party Fence or Party Wall 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 and 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 expense, such expense to be divided between the Owners in the same proportion as the number of lineal feet of the damaged and destroyed portion of the Party Wall or Party Fence adjoining each Owners Lot bears to the total number of lineal feet of the damaged or destroyed portion of the Party Wall or Party Fence.
- (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 Architectural Committee, the decision of which shall be binding and final.
- (6) Each Owner shall permit other Owners or their representatives, when so required, to enter his Lot for the purpose of repairing or maintained a Party Wall or Party Fence, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

V. DECLARANT'S EXEMPTION. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or his duly authorized agents, of structures, improvements or signs necessary or convenient to the

development, sale, operation or other disposition of the Property. Declarant will be undertaking the work of constructing residential dwellings and incidental improvements upon the Lots. The completion of that work and the sale, rental and other disposal of said residential units is essential to the establishment and welfare of the Property as a residential community. In order that the work may be completed and the Property established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- (1) Prevent Declarant, its contractors or subcontractors from doing on the Property or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or
- (2) Prevent Declarant, or its representatives from erecting, constructing and maintaining on the Property, such structures as may be reasonably necessary for the conduct of their business of completing the work and disposing of the same by sale, lease or otherwise; or
- (3) Prevent Declarant at any time prior to acquisition of title by a purchaser, from amending this Declaration to establish on the Property additional easements, reservations of rights of way to itself, to utility companies or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property or any Lots therein. Declarant shall have the right, following the acquisition of title by a purchaser from Declarant, to grant easements and rights of way to utility companies for the purpose of servicing properties affected by this Declaration. Declarant, or the organization for whose benefit said easements, reservations and rights of way have been established, shall have the right at any time to cut and remove any trees or branches or any other authorized object from such easements, reservations and rights of way.

Section 3. Permitted Uses and Restrictions - Common Area.

The permitted uses and restrictions for Common Areas shall be as follows:

A. 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 improvements 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) 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; and
- (3) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.
- (4) Do all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration; and
- (5) The Board shall be the sole judges as to the appropriate maintenance of all grounds within the Common Area.

B. 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, agents or members of his family, 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 the 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 V

HEATHER PLACE HOMES ASSOCIATION, INC.

Section 1. Organization

A. The Association. The Association is a nonprofit 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 reasons, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

B. Subsidiary Association. The Association shall have the right to form one or more Subsidiary Associations, for any purpose or purposes deemed appropriate by the unanimous vote of the Board. Without limiting the generality of the foregoing, one or more Subsidiary Associations may be formed for the operation and maintenance of any specific area located within the Development. However, such Subsidiary Association shall be subject to this Declaration and may not take any action to lessen or abate the rights of the homeowners herein.

C. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such Officials as the Directors may elect or appoint in accordance with the Articles and the 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. Heather Place 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 "Heather Place Homes Association Rules". The Heather Place Homes Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that Heather Place Homes Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Heather Place Homes Association 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. Upon such Recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.

Section 4. Personal Liability. No member of the Board or any Committee of the Association, or any officer of the Association, or the 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, the Manager or any other representative or employees 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.

ARTICLE VI

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 classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant 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 ballot be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant 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 when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

Section 3. The vote for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of

all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted as said votes shall be deemed void.

Section 4. In any election of the members of the Board, every Owner entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of Lots owned by the Owner multiplied by the number of votes per Lot he is entitled to cast multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

Section 5. In the event any Owner shall be in arrears in the payment of any amounts due under any of the provisions herein, or shall be in default in the performance of or in breach of any of the terms herein, said Owner's right to vote as a member of the Association may be suspended and may remain suspended until all payments are brought current and all defaults and breaches remedied.

Section 6. Each member shall have such other rights, duties and obligations as set forth in the articles and Bylaws, as same may be amended from time to time.

Section 7. The Association membership of each Owner of a Lot within the Development shall be appurtenant to said Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of the Owners interest in his Lot and then only to the transferee of said interest in such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of

record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to said Lot shall operate to transfer said membership to the new Owner thereof.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Development hereby covenants, and each Owner of any Lot by acceptance of a deed, lease or other document of conveyance, therefor, whether or not it shall be so expressed in such deed, lease or other document of conveyance is deemed to covenant and agree to pay to the Association: (1) annual assessments 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 land and shall be a continuing lien upon the property 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 successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Development and

for the improvement and maintenance of the Common Area, and of the homes situated in the Development.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first improved Lot to an Owner, the maximum annual assessment shall be one hundred eighty & no/100 dollars (\$180.00) per each Improved Lots five (5%) percent thereof for each Developed Lot and none for each Undeveloped Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Single Family Residence to an Owner, the maximum annual assessment may be increased each year up to ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Single Family Residence to an Owner, the maximum annual assessment may be increased above ten percent (10%) 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 may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments 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 of the Common Area, 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 Acting Authorized 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 seven (7) days, nor more than thirty (30) 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 membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite number of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such 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. However, the amount of the assessment in any one year and from year to year to year may vary between Undeveloped, Developed and Improved Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as

to all Lots on the first day of the month following the conveyance or leasing of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner and Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner or Member. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any

manner provided by law or in equity, or without any limitation of the foregoing by either or both of the following procedures:

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 to enforce each such assessment obligation. Any judgement rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent (10) per annum from the date of delinquency until paid, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner.

B. Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within the Development to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under the Declaration, together with interest thereon at the rate of ten percent (10%) 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 within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative shall make a written demand for payment by certified or registered mail, return receipt requested. 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 or 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 the 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, assessments 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 or in the manner provided by law for the foreclosure of a realty mortgage or 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 such foreclosure is by action in Court, 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 in the Development, hereby, expressly waiver 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 assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the line of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No breach of the covenants, conditions or restrictions in this Declaration, nor the enforcement thereof or any lien provision herein, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any owner whose title is derived through foreclosure or exercise of a power of sale.

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 most any other particular qualifications for membership. A member need not be, but may be, a member of the Board or an officer or 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 of members, even though less than a quorum, may designate either or both of the alternate members to act as substitute for the absent or disabled regular member or members for the duration of such absence or disability.

C. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee:

Office No. 1 - Douglas P. Patterson, regular member

Office No. 2 - Micaela Patterson, regular member

Office No. 3 - James Gifford, regular member

Office No. 4 - J. H. Patterson, Jr, alternate member

Office No. 5 - Joanne Markichevich, alternate member

D. Terms of Office. The initial members of the Architectural Committee shall serve until their resignation or removal by the Board. Members who have resigned or have been removed 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 two-thirds 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 with the Maricopa County Recorder 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. Resignation. Any regular or alternate member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to the Board.

G. Vacancies. Vacancies on the Architectural Committee however caused, shall be filled by the Board. 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 the 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 the Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of improvements landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Development.

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 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 within the development, or (d) the execution and filing of any estopped 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 plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be decreed to have been fully complied with.

ARTICLE IX

GENERAL PROVISIONS

Section 1. 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 the 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 2. Severability. Invalidation of any one of these covenants or restriction by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than fifty-one percent (51) of the Lots. Any amendment must be recorded.

Section 4. Annexation. Subject to the rights of Declarant under Article III, additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Section 5. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owners of Lots within the Development. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the Heather Place Declaration.

Section 6. Violation of Law . Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Heather Place is

hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

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

Section 8. Delivery of Notices and Documents. Any written notice or other documents relating to or required by the Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of said has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, at 5777 S. Rural Road, Tempe, AZ; if to the Architectural Committee, at 5777 S. rural Road, Tempe, AZ; of to an Owner, to the address of any Lot within the Development owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association; and if to Declarant, at 5777 S. Rural Road, Tempe, AZ; provided however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Lot shall file the correct address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 9. The Declaration. By acceptance of a deed, lease or document of conveyance, 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 representatives, successors, transferees and assigns, binds himself, his heirs personal representative, 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 hereto. In addition, each such person by so doing thereby acknowledge that his Declaration sets forth a general scheme for the improvement and development of the real property covered hereby and hereby evidence his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, lessees, grantees, purchasers, assignees, and transferees thereof.

Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

93 583407

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has hereunto set its hand and seal this 30th day of
August, 19 93.

UNITED TITLE AGENCY OF ARIZONA, INC.,
an Arizona corporation, as Trustee under
Trust No. 1668, only and not in its
proprietary corporate capacity or
individually

BY: Patricia Bauer

ITS: Assistant Trust Officer

Patterson Development Limited Partnership, an Arizona limited
partnership, hereby accepts and approves the foregoing Declaration
of Covenants, Conditions and Restrictions.

Patterson Development Limited Partner-
ship, an Arizona limited partnership

BY: Douglas Patterson

ITS: GEN. PARTNER

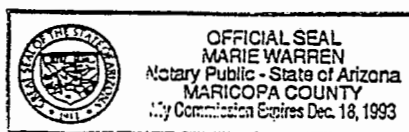
STATE OF ARIZONA }
 } ss.
 County of Maricopa }

On this, the 30th day of August, 1993, before me, the undersigned Notary Public personally appeared Patricia Bauer, who acknowledged himself/herself to be the Assistant Trust Officer of UNITED TITLE AGENCY OF ARIZONA, INC., an Arizona corporation, and that he/she as 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/herself as such officer.

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

Marie Warren
 NOTARY PUBLIC

My Commission Expires:



STATE OF ARIZONA }
 } ss.
 County of Maricopa }

On this, the 30th day of August, 1930th by Douglas P. Patterson, who acknowledged himself to be the General Partner of PATTERSON DEVELOPMENT LIMITED PARTNERSHIP, an Arizona limited partnership, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Partnership by himself as such officer.

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

Frederick M. Kling
 NOTARY PUBLIC

My Commission Expires:

March 12, 1995

