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FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

FOR

WEST BANK

May 2, 1997

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**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

**FOR
WEST BANK**

This FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST BANK ("Declaration") is executed to be effective as of the 2nd day of May, 1997, by VALENCIA HOMES, INC., an Arizona corporation, successor-in-interest to Clarion Homes, LLC, an Arizona limited liability company, a/k/a Clarion, L.L.C., and THE FORECAST GROUP, L.P., a California limited partnership (collectively, "Declarant").

The Declarant has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for West Bank, dated July 10, 1996, in the records of the Maricopa County, Arizona, Recorder's Office on July 12, 1996, as Document No. 96-0492742. Declarant now desires to amend and restate that document in its entirety as stated herein.

RECITALS

A. Declarant is the owner of certain real property located in Gilbert, Arizona, legally described as Lots 1-168, inclusive, and Tracts A, B, C, D, E, F and G, on Exhibit "A" attached hereto (the "Property" or "West Bank"), and which is to be known and developed under the name "West Bank." Any reference herein to "West Bank" shall refer to the Property.

B. Declarant desires to develop West Bank with residential areas, together with common areas, roadways, open spaces, walkways and other facilities.

C. Declarant desires and intends that West Bank shall be held, sold, conveyed, developed and used subject to the easements, restrictions, covenants and conditions in this Declaration.

D. Declarant intends to form an Arizona non-profit corporation to be known as "Westbank, Inc." ("Association") for the purpose of benefiting West Bank and its Owners, which will: (a) acquire, construct, operate, manage and maintain the Common Areas and other areas of West Bank; (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (c) as the agent and representative of the Members of the Association and Owners, administer and enforce all provisions hereof.

E. Defined terms appear herein with the first letter of each word in the term capitalized. Unless otherwise provided herein, defined terms shall have the meanings given to them in Article I hereof.

DECLARATION

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

ARTICLE I - DEFINITIONS

As used herein, the following terms shall have the following meanings:

1. "Additional Covenants" shall mean any covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements affecting West Bank or any portion(s) thereof in addition to those provided for in this Declaration, which are provided for in any subdivision plat, map of dedication, contract, deed, declaration or other instrument recorded against the Property or any part thereof.

2. "Adjustment Date" shall mean January 1 of each year during the period this Declaration remains in effect.

3. "Agencies" shall mean the FHA, the VA and any other governmental agencies or financial institutions.

4. "Annual Assessments" shall mean the regular annual assessments levied by the Board pursuant to Article VII.

5. "Architectural Control Committee" shall mean the committee formed pursuant to Article VIII.

6. "Articles" shall mean the Articles of Incorporation of the Association (or of any successor thereto), as amended, supplemented or restated from time to time, on file with the Arizona Corporation Commission.

7. "Assessments" shall mean all Annual Assessments, Special Assessments and all other amounts declared by this Declaration to be part of the Assessments.

8. "Assessment Lien" shall mean the charge and continuing servitude and lien against a Lot for payment of Assessments described in Section VII(2).

9. "Assessment Period" shall mean each period for which periodic Assessments are to be levied against a Lot pursuant to this Declaration.

10. "Association" shall mean Westbank, Inc., an Arizona nonprofit corporation, its successors and assigns.

11. "Association Rules" shall mean the rules and regulations adopted by the Association pursuant to Section VI(1).

12. "Board" shall mean the Board of Directors of the Association.

13. "Building Envelope" shall mean the portion of each Lot in which Improvements are permitted under the provisions hereof.

14. "Business Use" shall be construed to have its ordinary, generally accepted meaning and shall include any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and/or house guests and for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity: (i) is engaged in full or part-time; (ii) is intended to or does generate a profit; or (iii) requires a license. The leasing of an Owner's own Lot shall not be considered to be a trade or business. "Business Use" shall not include the existence or operation of business activity which: (a) is not apparent or detectable by sight, sound or smell from outside the Lot on which it occurs; (b) does not involve Persons coming onto West Bank who do not reside in West Bank or door-to-door solicitation of residents of West Bank; (c) is consistent with a residential character and not a nuisance, a hazardous or offensive use or a threat to the security or safety of other residents of West Bank, as may be determined by the Board in its sole discretion; and (d) is consistent with any applicable zoning and other requirements of governmental authorities. "Business Use" shall not include the following activity on any Lot: (A) maintaining a personal professional library; (B) keeping personal business or professional records or accounts; (C) handling personal business or professional calls or correspondence; or (D) any activity, not otherwise prohibited by this Declaration, which has been expressly approved in advance by the Association. "Business Use" shall prohibit the use of any Lot as the primary or sales office of any use approved by the Association under the previous sentence.

15. "Bylaws" shall mean the Bylaws of the Association, as amended, supplemented or restated from time to time.

16. "City" shall mean the City of Gilbert, Arizona.

17. "Common Area" and "Common Areas" shall mean all real property and the Improvements or amenities thereon, which may from time to time be owned, leased, controlled, operated or maintained by the Association and intended for the use and enjoyment of the Owners and/or Occupants of West Bank (including, but not limited to, areas used for landscaping, flood control, drainage, bicycle or jogging paths, parks, recreational areas, open space, walkways, pedestrian and vehicular ingress and egress), whether or not such areas are located on a Lot.

18. "Common Expenses" shall mean all expenses and charges of operating the Association, owning the Association's interest in the Common Areas and performing the rights and duties of the Association, including any obligations of the Association under Additional Covenants and the establishment of reasonable reserves, all as may be found necessary and appropriate by the Board.

19. "Declarant" shall mean, collectively, CLARION HOMES, LLC, an Arizona limited liability company, and THE FORECAST GROUP, L.P., a California limited partnership, and the successors and assigns of all or substantially all of Declarant's rights and powers hereunder.

20. "Design Guidelines" shall mean the rules, regulations, restrictions, architectural standards and design guidelines adopted from time to time by the Architectural Control Committee pursuant to the provisions of Article VIII hereof.

21. "Dwelling Unit" shall mean any building, or part thereof, situated upon a Lot and intended for use and occupancy as a residence by a Single Family.

22. "Exempt Property" shall mean portions of West Bank not subject to Assessments, which shall be the following areas now or hereafter located within West Bank:

(a) all Government Property;

(b) all Common Areas for so long as Declarant or the Association is the owner thereof; and

(c) all other property owned by Declarant, as long as Declarant is the holder of the Class B Membership, pursuant to Section VII(3).

23. "FHA" shall mean the Federal Housing Administration.

24. "First Mortgage" shall mean a deed of trust or mortgage made in good faith and for value Recorded against a Lot which has priority over all other deeds of trust or mortgages Recorded against that Lot.

25. "Government Property" shall mean all land and improvements owned by or dedicated to a public or governmental authority for so long as the public or governmental authority is the owner or beneficiary thereof and such property is used for governmental purposes.

26. "Improvements" shall mean all buildings, structures, fencing, pools, decks, patios, walkways, grading, paving, storage, non-native landscaping and any and all non-natural materials or construction.

27. "Lot" shall mean an area of real property designated as a "Lot" on a Recorded subdivision plat approved by Declarant.

28. "Member" shall mean any Owner and Declarant (for so long as Declarant is a Class A or Class B Member).

29. "Membership" shall mean a membership in the Association, including the rights and duties of Members provided for herein and in the Articles and Bylaws.

30. "Occupant" shall mean any Person other than an Owner who occupies or is in rightful possession of a Lot or any portion thereof or Improvement thereon, whether as a lessee under a lease or otherwise.

31. "Owner" shall mean the record holder of legal title to the fee simple interest in any Lot, other than Declarant, or, in the case of a contract purchaser, the contract purchaser (but only if the contract has been Recorded), but excluding others who hold such title merely as security. If fee simple title to a Lot is vested of record in a trustee pursuant to A.R.S. §§ 33-801 et seq., legal title shall be deemed to be in the trustor. An Owner shall include any Person who holds record title to a Lot in joint ownership or as an undivided fee interest.

32. "Person" shall mean a corporation, partnership, limited liability company, joint venture, individual, trust or any other legal entity.

33. "Recording" means placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona, and "Recorded" means having been so placed of public record.

34. "Recorded Assessment Lien" shall mean an Assessment Lien with respect to which the Board has Recorded a notice of lien against a Lot covering the delinquent amount plus accruing interest, collection costs and all other amounts owed by the Owner.

35. "Special Assessments" shall mean an Assessment levied pursuant to Section VII(8).

36. "VA" shall mean the United States Veterans Administration.

37. "Visible From Neighboring Property" shall mean, with respect to any given object, that the object is or would be visible (without artificial vision enhancement) to an individual six (6) feet tall standing on any portion of West Bank or at floor level of any Improvements thereon, or on any public street or right of way within or adjacent to West Bank.

38. "West Bank" shall mean the real property more particularly described as Lots 1-168, inclusive, and Tracts A, B, C, D, E, F and G, on Exhibit "A" attached hereto and incorporated by this reference, together with all Improvements situated thereon.

ARTICLE II - COMMON AREAS AND EASEMENTS

1. Common Areas. From time to time, Declarant may designate as Common Areas portions of West Bank. Portions of West Bank may be designated as Common Area on a Recorded subdivision plat approved by the Declarant or by the Recording of a deed in favor of the Association with respect to the affected portion of West Bank. However, if the portion of West Bank designated by Declarant to be Common Area is not then owned by Declarant, the prior written consent of the Owner upon such terms and conditions as the Owner may require, shall be necessary. If such a consent is not obtained, then the property shall not become Common Area. All portions of West Bank designated as Common area shall be conveyed to the Association free and clear of all liens and encumbrances on or before the earlier of: (a) termination of the Class B Membership; or (b) closing of any Lot purchase where the purchased Lot is security for a loan insured by the Department of Housing and Urban Development.

2. Easements of Enjoyment. Every Owner and Occupant shall have a right and easement of enjoyment in and to the Common Areas, which is appurtenant to and shall pass with the title to the Owner's Lot, but shall be subject to such requirements, restrictions, limitations and conditions as may be set forth herein or in the instrument causing the property to become Common Area.

3. Association Rights with Respect to Common Areas. In addition to any other rights specifically granted in this Declaration to the Association with respect to Common Areas, the Association shall have the right to: (a) levy assessments for the ownership, maintenance, operation, refurbishment, reconstruction and repair of the Common Areas and pay expenses incurred in connection with the Common Areas; (b) dedicate, grant easements over or transfer all or any part of the Common Areas to any public agency, authority or utility so long as the transferee agrees to permit the Common Areas transferred to be used for substantially the same purposes as existed prior to the transfer; (c) exchange portions of the Common Areas with Declarant or Owners for other portions of West Bank so long as any such exchange does not substantially diminish Owners' rights to use and enjoy the Common Areas, after which, the Common Area (or interest therein) conveyed to Declarant or the other Owner shall no longer be Common Area and the portion of West Bank conveyed to the Association shall be Common Area; (d) regulate the use of the Common Areas through Association Rules or the Design Guidelines and prohibit access to appropriate portions of the Common Areas, such as areas not intended for use by Owners or Occu-

pants, or various categories of either group; and (e) suspend the rights of any Owner or Occupant to use and enjoy the Common Areas for: (i) any period during which an Assessment is delinquent; (ii) a period not to exceed thirty (30) days for any infraction of this Declaration, the Association Rules or the Design Guidelines; or (iii) successive thirty (30) day periods, if any such infraction is not corrected during any preceding suspension period; provided, however, that the Association may not deny an Owner access to his Lot. Notwithstanding any other provision of this Declaration to the contrary, except for dedications of portions of the Common Area to the City, the Common Area shall not be mortgaged, transferred, dedicated or encumbered without the prior written consent or affirmative vote of: (i) Owners representing at least two-thirds (2/3) of the votes entitled to be cast by Class A members of the Association; and (ii) the Declarant, so long as the Declarant owns any Lot. If ingress or egress to any Dwelling Unit is only available across a Common Area, any mortgage, transfer, dedication or encumbrance of the Common Area shall be subject to an easement for ingress and egress to such Dwelling Unit.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Votes of Owners of Lots. Every Owner of a Lot subject to Assessments automatically shall be a Member of the Association and shall remain a Member for so long as such ownership continues. Each Owner's Membership in the Association shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable. In the event fee title to any Lot is jointly held by two or more Persons, whether by joint tenancy, tenancy in common, community property or otherwise, each such Person shall be considered a Member but the Membership for the Lot shall be jointly held. If any one of such a group of Persons casts a vote or votes representing a certain Lot without any other Person sharing ownership of the Lot objecting at the time the vote is cast, the Person casting the vote(s) will be conclusively presumed to be acting with the authority and consent of all other Persons sharing ownership of the Lot unless and until an objection is thereafter made to the Board in writing by another Owner of the same Lot. If conflicting votes are cast by the joint Owners of a Lot, none of such votes shall be counted. Each Owner shall have one (1) vote for each Lot owned by the Owner.

2. Declarant. Declarant shall be a Member of the Association for so long as it holds a Class A or Class B Membership.

3. Voting Classes. The Association shall have two classes of voting Members:

(a) Class A. Class A Members shall be all Owners and Declarant after Declarant's Class B Membership ends and becomes Class A, and Declarant shall remain a Class A Member for so long as Declarant owns any Lot. Subject to the authority of the

Board to suspend an Owner's voting rights in accordance with the provisions hereof, a Class A Member shall have the number of votes provided in Section III(1).

(b) Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to the number of votes equal to three (3) times the number of votes which would be attributable to Lots owned by Declarant if Declarant was an Owner as determined pursuant to Section III(1) (but without reduction due to the fact that Declarant may be entitled to pay reduced Assessments or no Assessments). Declarant shall have the right, from time to time, to designate an individual or individuals to exercise Declarant's voting rights, but such a designation shall not act as an assignment by Declarant of its Membership or voting rights hereunder. The Class B Membership automatically shall cease and be converted to a Class A Membership upon the earliest to occur of: (a) the date on which the total number of votes of the Class A Members equals the total number of votes of the Class B Member; (b) the date which is two (2) years after the conveyance of the first Lot to a Class A Member.

4. Right to Vote. No change in the ownership of a Lot shall be effective for voting purposes until the Board receives satisfactory evidence thereof. The vote(s) for each Member must be cast as a single unit. Split or fractional votes shall not be allowed.

5. Members' Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration, the Articles, Bylaws, Association Rules, Design Guidelines and any other rules and regulations adopted pursuant to any of the foregoing.

6. Transfer of Membership. Except as otherwise provided in this Declaration, the rights, duties and obligations of a Class A Member cannot and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of the Class A Member's Lot and then only to the transferee thereof. Such a transfer of ownership may be effected by deed, intestate succession, testamentary disposition, foreclosure or any other legal process authorized under Arizona law for the conveyance of title to real property and shall operate to transfer the Membership appurtenant thereto to the new Owner. Any attempt to make any other form of transfer shall be void.

ARTICLE IV - MAINTENANCE

1. Association's General Responsibilities. The Association shall maintain the Common Areas and keep them in good repair (and certain other areas, as more expressly provided in this section). The costs of all such maintenance and repair

shall be Common Expenses of the Association. This maintenance and repair shall include, but not be limited to:

(a) maintenance, repair and replacement of all landscaping and other flora, structures and other Improvements situated upon the Common Areas including, but not limited to, any perimeter or boundary walls on or adjacent to the exterior boundaries of West Bank (but subject to all applicable natural area open space ordinances, regulations and requirements of the City);

(b) maintenance, repair and replacement of landscaping and flora in or upon public rights-of-way within West Bank except where such obligations have been assumed by the City or other Agency or Person (but subject to all applicable natural area open space ordinances, regulations and requirements of the City);

(c) maintenance repair and replacement of landscaping, signs and other Improvements within areas of West Bank designated on one or more subdivision plats Recorded by, or bearing the written approval of, Declarant (or, after termination of the Class B Membership, the Board) as "landscape easements," "landscape and wall easements" or "landscape and sign easements" (or similar designations) to be maintained by the Association, except as provided herein (but subject to all applicable natural area open space ordinances, regulations and requirements of the City);

(d) maintenance, repair and replacement of any boundary, wall or portion thereof within West Bank designated on one or more subdivision plats or maps of dedication Recorded by, or bearing the written approval of, Declarant (or, after termination of the Class B Membership, the Board) as being walls required to be maintained by the Association; and

(e) maintenance, repair, repaving and resurfacing of any and all private streets or roadways constituting a part of the Common Area, and of any and all street lights and poles, street signs and other equipment and facilities appurtenant to streets or roadways on Common Areas (so long as the private street lights, light poles, street signs or other equipment or facilities are not owned by an Owner or a utility company or similar entity obligated to maintain, repair and replace them) or pursuant to any Additional Covenants.

2. Owner's Responsibility.

(a) Each Owner shall be responsible for the maintenance, cleaning, painting, repair and general care of the Owner's Lot and all Improvements existing or constructed upon it, including any perimeter walls for West Bank unless responsibility for maintenance of the wall has been assigned to the Association as provided herein or has been assumed by the

Association in writing, and shall comply with all governmental ordinances, regulations and requirements including, but not limited to, those related to health, fire and safety. In particular, each Owner shall cause the exterior of Improvements within his Lot to be maintained in good condition and repair and in an attractive state consistent with this Declaration, the Design Guidelines, the Association Rules and general community standards within West Bank.

(b) Each Owner shall be responsible for the proper maintenance of all landscaping on the Owner's Lot. Owners of Lots 67 through 88, inclusive, and 122 through 131, inclusive, shall maintain all landscaping within a five foot (5') landscape easement located on such Lots adjacent to the "Consolidated Canal." As used herein, maintenance shall include, but not be limited to, keeping the areas free of trash, weeds and unsightly material. All lawn areas shall be kept mowed as needed to keep an even, well groomed appearance and shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive and free of weeds. All trees, shrubs, plants and ground covers shall be kept properly trimmed (including, but not limited to, the pruning of dead wood) according to their plant culture and landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced immediately. Each Owner shall also maintain in good condition and repair all paved, concrete and other artificially surfaced areas, including driveways, roadways and parking areas, located on the Owner's Lot, subject to all applicable governmental requirements, including, but not limited to, all natural area open space ordinances, regulations and requirements of the city.

(c) In the event the Board determines that an Owner is in breach of the Owner's obligations under this section, the Board may give the Owner written notice of its determination, including a reasonably detailed list or description of the repairs, maintenance or other work required to cure the Owner's breach, and the Board, on behalf of the Association, may cause the repairs, maintenance or other work to be performed so as to cure the Owner's breach if the Owner does not cure the breach within thirty (30) days after the date of the written notice. The Association's costs incurred in curing such a breach by an Owner, together with interest from the date of expenditure at the rate of twelve percent (12%) per annum, shall constitute a lien on the Owner's Lot. The Association's lien shall have the priority and, in addition to any other remedies granted hereunder, may be enforced in the manner described in Section VII(2). The Association shall also have standing and authority to request that a court of competent jurisdiction compel the Owner to cure the breach and, to the extent not inconsistent with an order of such a court, the Association may pursue either or both of the courses of action described in this section. The Associ-

ation shall have an easement on, over, across and through each Lot to permit it to carry out its rights, duties and obligations under this article.

3. Publicly-Dedicated Areas. Except as expressly provided in this article, and except as may otherwise be required by applicable law or governmental authorities having jurisdiction, or by written agreement with the Association, the Association shall have no responsibility to maintain any areas within West Bank (including, but not limited to, any public streets) which are dedicated to or, the responsibility of a municipality or other governmental entity.

4. No Discrimination. The provision of services in accordance with this article shall not be deemed to be discrimination in favor of or against any Owner.

ARTICLE V - INSURANCE AND CASUALTY LOSSES

1. Insurance to be Obtained by the Association.

(a) Hazard Insurance. The Association shall make a good faith effort to obtain and maintain at all times insurance for all insurable Improvements on the Common Areas or in which the Association otherwise has an insurable interest against loss or damage by fire or other hazards, casualties and risks embraced within the coverage of the standard "extended coverage" policy available from time to time in the State of Arizona, against all other perils customarily covered for similar types of projects, and against loss or damage due to vandalism and malicious mischief, in amounts to be determined by the Board.

(b) Liability Insurance. The Association shall make a good faith effort to obtain and maintain at all times a comprehensive general liability policy insuring the Association against any liability for death, bodily injury and property damage arising out of or incident to the ownership or use of the Common Areas or arising out of or incident to the performance by the Association of its maintenance and other obligations and rights hereunder. The Board shall periodically review the amounts of coverage afforded by any such policy or policies and adjust the amounts of coverage as the Board deems appropriate, but in no event shall the policy or policies provide coverage of less than One Million Dollars (\$1,000,000.00) for death, bodily injury and property damage, for any single occurrence. The policy or policies providing insurance shall, by specific endorsement or otherwise, preclude denial by the insurer(s) providing insurance of a claim under the policy or policies because of negligent acts or omissions of the Association or any Owner(s).

(c) Other Insurance. The Association may also obtain such other insurance including, but not limited to, fidelity bond coverage, worker's compensation insurance and directors'

and officers' liability insurance, as the Board deems appropriate.

(d) Cost of Insurance. All premiums for the insurance or bonds required or permitted to be obtained by the Board by this article shall be Common Expenses. The Board shall not be liable for failure to obtain or maintain any of the insurance coverage required by this article, or for any loss or damage resulting from such a failure, if the failure is due to the unavailability of insurance coverage from reputable companies authorized to provide insurance in the State of Arizona, or if such insurance coverage is available only at an unreasonable cost.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. Rules and Regulations. The Board may from time to time and subject to the provisions of this Declaration, adopt, amend and repeal Association Rules. The Association Rules may restrict and govern the use of the Common Areas or Lots but shall not discriminate among Owners and Occupants except to reflect their different rights and obligations as provided herein, and shall not be materially inconsistent with this Declaration, the Articles or Bylaws. The Association Rules shall be intended to enhance the preservation and development of West Bank, the Common Areas and Lots. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth herein. Sanctions for violation of the Association Rules or of this Declaration may be imposed by the Board and may include suspension of an Owner's right to vote or to use the Common Areas, or both, and, where the Board deems it appropriate, may also include reasonable monetary fines.

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

3. Board and Officers. The affairs of the Association shall be conducted by the Board which shall be appointed or elected in accordance with the Articles and Bylaws and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. So long as there is a Class B Membership in the Association, the Declarant shall have the right to appoint and remove the members of the Board. After the termination of the Class B Membership, the directors will be elected or appointed by the Class A Members of the Association in accordance with the Articles and Bylaws.

ARTICLE VII - ASSESSMENTS

1. Assessment Right and Personal Obligation. Each Owner, by acceptance of a deed (or other conveyance instrument) with respect to a Lot, is deemed to covenant and agree to pay the Assessments levied pursuant to this Declaration with respect to the Owner's Lot, together with interest and such reasonable late fees as may be established by the Board in advance for general application and such costs and reasonable attorneys' fees as may be incurred by the Association in seeking to collect Assessments. Each of the Assessments with respect to a Lot, together with interest, late fees, lien fee, costs and reasonable attorneys' fees shall be the personal obligation of the Owner of the Lot at the time the Assessment became due with respect to the Lot, provided, however, that the personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless expressly assumed by the successor. No Owner shall be relieved of the obligation to pay any of the Assessments by abandoning or not using the Lot or the Common Areas, or by leasing or otherwise transferring occupancy rights with respect to the Lot. However, upon transfer by an Owner of fee title to the Owner's Lot, as evidenced by a recorded instrument, the transferring Owner shall not be liable for any Assessments thereafter levied against the transferred Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association or Board to take some action or perform some function under this Declaration, the Articles or Bylaws; for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association; or from any action taken to comply with any law or ordinance or with any order or directive of any municipal or other governmental authority.

2. Lien for Assessments; Foreclosure. There is hereby created and established a lien ("Assessment Lien") against each Lot, which shall secure payment of all present and future Assessments assessed or levied against the Lot or the Owner thereof (together with any present or future charges, fines, penalties or other amounts levied against the Lot or the Owner or Occupant thereof pursuant to this Declaration or the Articles, Bylaws, Association Rules or Design Guidelines). The Assessment Lien is and shall be prior and superior to all other liens affecting the Lot except: (a) all taxes, bonds, assessments and other levies which, by law, are superior thereto; and (b) the lien or charge of any First Mortgage. The Assessment Lien may be foreclosed in the manner provided by law for the foreclosure of mortgages. The sale and transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof with respect to a First Mortgage shall extinguish the Assessment Lien for the Assessments which became due prior to the sale or transfer, but no such sale or transfer shall relieve a Lot from liability for any Assessments becoming due after the

sale or transfer, or from the Assessment Lien therefor. The Association shall have the power to bid for any Lot at any sale to foreclose the Association's Assessment Lien on the Lot and to acquire and hold, lease, mortgage and convey any such Lot. During the period any Lot is owned by the Association, no right to vote shall be exercised with respect to the Lot and no Assessment (whether Annual Assessments or Special Assessments) shall be assessed or levied on or with respect to the Lot, provided, however, that the Association's acquisition and ownership of a Lot under such circumstances shall not be deemed to convert the Lot into Common Area. The Association may maintain a suit to recover a money judgment for unpaid Assessments, interest, attorneys' fees or any other amounts payable to the Association pursuant to this Declaration without foreclosing or waiving the Assessment Lien. Recording of this Declaration constitutes record notice and perfection of the liens established hereby, and further recordation of any claim of a lien for Assessments or other amounts hereunder shall not be required, whether to establish or perfect the lien or to fix the priority thereof, or otherwise (although the Board shall have the option to record written notices of claims of lien in such circumstances as the Board may deem appropriate). If the Association records a notice of claim of lien against a Lot, the Association may charge the Owner of such Lot a lien fee in an amount established from time to time by the Board.

3. Declarant's Exemption from Assessments. No Lot owned by Declarant shall be obligated to pay any Assessments whatsoever. However, so long as there is a Class B Membership in the Association, Declarant shall pay to the Association twenty-five percent (25%) of the Annual Assessments and Special Assessments that would have been levied against such Lots if the Lot was not owned by the Declarant.

4. Computation of Assessments; Annual Budget. Subject to the limits imposed by Section VII(6), the Board shall prepare and adopt an annual budget for each fiscal year of the Association, which shall serve as the basis for determining the Annual Assessments for the applicable fiscal year. Each such budget shall take into account the estimated Common Expenses and cash requirements of the Association for the year and the estimated net available cash income for the year, if any, from the operation or use of any of the Common Areas and other sources. The annual budget shall also provide for a reserve for contingencies and a reserve for replacements, all in such amounts as shall be determined by the Board to be reasonably adequate. Not later than sixty (60) days following the meeting of the Board at which the Board adopts the annual budget for the year in question, the Board shall cause a copy of the budget and a statement of the amount of the Annual Assessments to be levied against the Owner's Lot for the fiscal year in question to be delivered or mailed to each Owner. In the event the Board fails to adopt a budget for any fiscal year prior to commencement of the fiscal year, then until and unless a budget is adopted, the budget (and

the amount of the Annual Assessments provided for therein) for the year immediately preceding shall remain in effect. Annual Assessments shall be levied at an equal amount for each Lot subject to Assessments. If, at any time during a fiscal year of the Association, the Board deems it necessary to amend the budget for such year, the Board may do so and may levy a modified Annual Assessment for the year or may call a meeting of the Members to request that the Members approve a Special Assessment pursuant to Section VII(8). Within sixty (60) days after adoption of an amended budget (if the Board elects to levy a modified Annual Assessment), the Board shall cause a copy of the amended budget and a statement of the modified Annual Assessment to be levied against such Owner's Lot to be delivered or mailed to each Owner. If, instead, the Board elects to call a meeting of Members to seek approval of a Special Assessment, the Board shall cause a copy of the amended budget proposed by the Board to be delivered or mailed to each Owner with the notice of the meeting and, if a Special Assessment is duly approved by the Members at the meeting, shall cause a statement of the Special Assessment to be levied against each Owner's Lot to be promptly mailed or delivered to each Owner.

5. Obligation of Declarant for Deficiencies. So long as there is a Class B Membership in the Association, the Declarant shall pay and contribute to the Association, within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may be requested by the Board, such funds as may be necessary, when added to the Annual Assessments and Special Assessments levied by the Association, to pay all Common Expenses of the Association as they become due.

6. Due Dates. Annual Assessments for each fiscal year shall be due and payable in equal periodic installments as determined for each fiscal year by the Board, with each such installment to be due and payable on or before the first day of each applicable period during that fiscal year. Special Assessments, if any, shall be paid in such manner and on such dates as may be fixed by the Board. In addition to any other powers of collection or enforcement granted hereunder, in the event any Assessments with respect to a Lot are delinquent, the Board shall have the right, in its sole discretion, to accelerate the date(s) on which all subsequent installments of Assessments for the year with respect to the Lot are due and payable. Assessments shall be deemed "paid" when actually received by the Association, or by its manager or agent designated by the Association to collect them. If any Assessments are paid by check and the bank or other institution upon which the check is drawn thereafter dishonors or refuses to pay the check, those Assessments shall not be deemed "paid" and shall remain due and payable with interest accruing from the date the Assessments were originally due. Any Assessments which are not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum from the date of delinquency until paid, or at some other default rate established by

the Association from time to time for delinquent Assessments in general. In addition, any Assessment not paid on or before the due date shall automatically be assessed a late charge in an amount to be determined by the Association.

7. Special Assessments. In addition to the Annual Assessments authorized by this article, the Association may levy Special Assessments against Lots and their Owners, from time to time, provided, however, that any Special Assessment shall be effective only with the approval of not less than fifty-one percent (51%) of the votes of each class of Members represented in person or by valid proxy at a meeting of Members duly called and convened to consider the proposed Special Assessment. Assessments shall be levied at an equal amount for each Lot subject to Assessments.

8. Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the financial security of the Association and the accomplishment of its purposes.

9. Billing and Collection Procedures. The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments. Any failure by the Association to send a bill to an Owner shall not relieve the Owner of the Owner's liability for an Assessment. The Association shall be under no duty to refund any payments received by the Association even if the ownership of a Lot changes during a fiscal year of the Association. Any successor Owner shall be given credit for any unrefunded prepayments made by a prior Owner. No mortgagee under a First Mortgage, or other mortgage or deed of trust secured by a Lot, shall be obligated to collect Assessments.

10. Common Expenses Resulting from Misconduct. Notwithstanding any other provision of this article, if any Common Expense is caused by the willful or negligent act of any Owner (or of any Occupant, employee, agent, guest or invitee for whose actions an Owner is responsible under applicable law and this Declaration, the Association Rules or the Design Guidelines), the Association may assess that common Expense exclusively against the Owner and the Owner's Lot. Any such amount (together with any and all costs and expenses incurred by the Association in recovering them including, but not limited to, reasonable attorneys' fees) shall be secured by the Assessment Lien.

11. 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 VIII - ARCHITECTURAL REVIEW

1. Appointment of Architectural Control Committee; Standing to Enforce. All property which is now or hereafter subject to this Declaration shall be subject to architectural landscaping and aesthetic review as provided herein. This review shall be in accordance with this article and such standards as may be promulgated by the Architectural Control Committee, which is hereby established. Authority and standing on behalf of the Association to enforce decisions of the Architectural Control Committee and the provisions of this article in any court of competent jurisdiction shall be vested in Declarant, so long as Declarant has the right to appoint the Architectural Control Committee, and thereafter in the Board, the Owners or the Association (provided that in all cases any expenses incurred in enforcement actions shall be Common Expenses). So long as Declarant owns any part of West Bank, the Architectural Control Committee shall consist of two (2) individuals appointed by, and who shall serve at the pleasure of, Declarant. The initial members of the Architectural Control Committee are BRIAN RICHARDS and GARY NELSON. At such time as either: (a) Declarant no longer owns any part of West Bank, or (b) Declarant records a written waiver of its right to appoint the Architectural Control Committee, the Board shall automatically assume authority and responsibility for appointing the members of the Architectural Control Committee. The Architectural Control Committee shall thereafter have whatever number of members the Board may elect, from time to time, but never less than three (3) nor more than five (5). Each member of the Architectural Control Committee appointed by the Board shall serve until: (a) the member is removed by the Board; or (b) the member resigns the position or dies. Prior to Declarant's appointment of the initial members of the Architectural Control Committee, and at any time when there is no one serving on the Architectural Control Committee (whether due to death, resignation or removal), the Board shall have and exercise any and all rights, powers, duties and obligations of the Architectural Control Committee.

2. Jurisdiction of the Architectural Control Committee; Promulgation of Design Guidelines. The Architectural Control Committee shall have exclusive jurisdiction over all original construction and any modifications, additions or alterations to Improvements on any portion of West Bank (including, but not limited to, the construction or installation of, or modifications, additions or alterations to: (a) buildings and other structures; (b) landscaping; (c) fences and walls; (d) heating, ventilating, air conditioning and cooling units; (e) solar panels; (f) exterior paint; and (g) any other construction,

modification, addition or alteration affecting the exterior appearance of any structure or Lot). The Architectural Control Committee shall adopt, and may from time to time amend, supplement and repeal, the Design Guidelines. The Design Guidelines shall interpret, implement and supplement this Declaration, and shall set forth procedures for Architectural Control Committee review and the standards for development within West Bank. The Design Guidelines shall include, but shall not be limited to, provisions regarding: (i) the maximum or minimum permitted size of Dwelling Units; (ii) architectural design, with particular regard to the harmony of the design with surrounding structures and topography; (iii) placement of buildings; (iv) landscaping design, content and conformance with the desert terrain of West Bank, taking into consideration natural area open space ordinances, regulations and requirements of the City; (v) requirements concerning exterior color schemes, exterior finishes and materials throughout West Bank; (vi) signage; and (vii) perimeter and screen wall design and appearance. Standards on any of these or other aesthetic matters covered by the Design Guidelines may vary within West Bank so long as the overall theme and general appearance of West Bank is maintained. The Design Guidelines shall have the same force and effect as the Association Rules. Further, after termination of Declarant's right to appoint the members of the Architectural Control Committee, any and all amendments, supplements, repeals or replacements to or of the Design Guidelines shall be subject to the approval of the Board.

3. Obligation to Obtain Approval.

(a) Except as otherwise expressly provided in this Declaration or the Design Guidelines, without the prior written approval by the Architectural Control Committee: (i) no Improvements, alterations, repairs, excavation, grading, landscaping or other work shall be done which in any way alters the exterior appearance of any property or Improvements thereon from their natural or improved state existing on the date this Declaration is recorded; and (ii) no building, fence, exterior wall, pool, roadway, driveway, other structure, Improvement or grading shall be commenced, erected, maintained, altered, changed or made on any Lot at any time.

(b) No exterior trees, bushes, shrubs, plants or other landscaping shall be planted or placed except in compliance with plans and specifications therefor which have been submitted to and approved by the Architectural Control Committee in accordance with the Design Guidelines and except in compliance with Section VIII(11).

(c) No material changes or deviations in or from the plans and specifications for any work to be done, once approved by the Architectural Control Committee, shall be permitted without approval of the change or deviation by the Architectural Control Committee.

(d) No other item or matter required by this Declaration to be approved in accordance with this article or to be approved by the Architectural Control Committee shall be done, undertaken or permitted until approved by the Architectural Control Committee; provided, however, that neither (i) repainting with the same or substantially identical paint, nor (ii) reconstructing damaged or destroyed Improvements to their previously approved appearance shall require review or approval by the Committee.

(e) Whenever the consent or approval of the Architectural Control Committee is required under this Declaration, the consent or approval shall not be unreasonably withheld, delayed or conditioned.

(f) The provisions of this section shall not apply to, and approval of the Architectural Committee shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvement made by or on behalf of the Declarant or any affiliate of the Declarant.

4. Submission and Review of Plans. Any Owner or other Person seeking to construct or install, or cause to be constructed or installed, any new landscaping or other Improvement or to make any modification, alteration or addition to any existing Improvement (including, but not limited to, landscaping and grading) shall first submit detailed plans and specifications (including, but not limited to, a detailed site plan) relating to the proposed construction, installation, modification, alteration or addition to the Architectural Control Committee. It shall be the obligation of each Owner, as a part of preparing landscape plans for his Lot to be approved by the Architectural Control Committee, to survey or otherwise accurately determine the perimeter boundary lines of his Lot. It shall be the further obligation of each Owner to assure that any landscaping and other Improvements to his Lot placed or made entirely within the Lot and only within those portions permitted by approved plans and applicable governmental requirements. The Architectural Control Committee shall have sixty (60) days after its receipt of plans, specifications and elevations and the fee required under Section VIII(7) to approve or disapprove proposed construction, installation, modification, alteration or addition or to request additional information. In the event the Architectural Control Committee fails either to approve or disapprove the proposed construction, installation modification, alteration or addition (or to request additional information) in writing within the sixty (60) day period, the proposed construction, installation, modification, alteration or addition shall nonetheless be deemed approved.

5. Changes to Interiors of Dwelling Units and Other Structures. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the

Owner's Dwelling Unit or other structure on the Owner's Lot or to paint the interior of the Owner's Dwelling Unit or other structure any color desired except to the extent such remodeling or painting is visible from outside such Dwelling Unit or Improvement or otherwise affects the exterior appearing of the Dwelling Unit or Improvement.

6. Other Approvals; Liability. No approval by the Architectural Control Committee of any proposed construction, modification, addition or alteration shall be deemed to replace or be substituted for any building permit or similar approval required by any applicable governmental authority, nor shall any such approval be deemed to make the Architectural Control Committee (or Declarant, the Board or the Association) liable or responsible for any damage or injury resulting or arising from any such construction, modification, addition or alteration. The Declarant, the Association, the Board and the Architectural Control Committee (and each member thereof) shall be exempt from liability to the Association, any Owner and every 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; or (c) the development of any Lot.

7. Fee. The Architectural Control Committee may establish in the Design Guidelines a reasonable processing fee to defray its costs in considering any request for approvals submitted to the Architectural Control Committee or for appeals to the Board. Any such fee shall be paid at the time the request for approval or review is submitted.

8. Inspection. Any member or authorized consultant of the Architectural Control Committee, and any authorized officer, director, employee or agent of the Association, may enter upon any Lot at any reasonable time and without being deemed guilty of trespass, after reasonable notice to the Owner or Occupant of the Lot, in order inspect the Improvements constructed or being constructed on (or made to) the Lot to ascertain that the Improvements have been, or are being, built or made in compliance with this Declaration, the Design Guidelines and any approved plans, drawings or specifications.

9. Waiver. Approval by the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matters subsequently submitted for approval.

10. Appeal to Board. Any Owner or Occupant aggrieved by a decision of the Architectural Control Committee may appeal the

decision to the Board (unless the Board is performing the duties of the Committee as provided herein when no separate Committee is functioning) in accordance with procedures to be established in the Design Guidelines. In the event the decision of the Architectural Control Committee is overruled by the Board on any issue or question, the prior decision of the Architectural Control Committee shall be deemed modified to the extent specified by the Board. Notwithstanding the foregoing, until termination of the Declarant's right to appoint the members of the Architectural Control Committee, no decision of the Architectural Control Committee may be appealed to the Board.

11. Landscaping. Except as expressly provided herein or as expressly approved by the Architectural Control Committee, all Lots, excluding driveways and parking areas, and excluding that portion of any Lot, if any, which is enclosed by a perimeter wall around the rear yard, shall be landscaped in a manner and using plants and soil approved in advance by the Architectural Control Committee. No exterior trees, bushes, shrubs, plants or other landscaping shall be planted or placed upon any Lot except in compliance with plans and specifications therefor which have been submitted to and approved by the Architectural Control Committee in accordance with this article and the Design Guidelines. Neither this section nor Sections VIII(3) or (4) shall be construed to prevent normal landscape maintenance or the replacement of dead or diseased plants with other similar plants (so long as the replacement plants are permitted by the Design Guidelines) and by applicable governmental requirements including, but not limited to, all natural open space ordinances, regulations and requirements of the City.

ARTICLE IX - USE RESTRICTIONS

1. Single Family Residential Use. All Lots shall be used, improved and devoted exclusively to residential use by a Single Family. No Business Use shall be made of any Lot.

2. Animals. No animal, livestock, poultry or fowl of any kind, other than a reasonable number of generally recognized house pets, shall be maintained on or in any Lot and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. No Improvement for the care, housing or confinement of any pet shall be Visible From Neighboring Property. Notwithstanding the foregoing, no pets may be kept which result in an unreasonable level of annoyance to other Owners and Occupants. All pets shall be leashed or otherwise appropriately restrained when not on a Lot owned by the pet's owner or on which the pet's owner is an Occupant or guest, and Persons walking any pet shall promptly and properly remove and dispose of the pet's waste.

3. Garbage. No garbage or trash shall be allowed, stored or placed on any Lot or other portion of West Bank except in sanitary, covered containers. In no event shall such containers

be Visible From Neighboring Property, except for a reasonable time to permit collection. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon or elsewhere in West Bank.

4. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, stored or maintained upon any Lot or other portion of West Bank except: (a) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures or other improvements thereon; or (b) that which Declarant or the Association may require for the development, operation and maintenance of West Bank.

5. Signs. Except as otherwise expressly permitted by this Declaration or the Design Guidelines, no signs of whatever nature shall be placed on the Common Areas except with respect to Association matters as approved by the Board. No signs of whatever nature shall be placed on any Lot except: (a) signs required by legal proceedings or which may not legally be prohibited; (b) Lot identification signs with a maximum face area of seventy-five (75) square inches; (c) one (1) double-sided sign with a maximum size of eighteen inches (18') by twenty-four inches (24") per side for offer of the Lot for sale (signs offering a Lot for lease or rent are prohibited); and (d) signs for sale, administration and directional purposes during development as are required by Declarant. Signs on any portion of West Bank shall be subject to the prior review and approval of the Architectural Control Committee unless: (i) required by legal proceedings; or (ii) approved by Declarant. All permitted signs must be professionally painted, lettered and constructed.

6. Restriction on Further Subdivision, Property Restrictions, and Rezoning.

(a) All proposed site plans and subdivision plats for any Lot, or any portion thereof, must be approved in writing by the Architectural Control Committee prior to: (i) submittal to the City; (ii) recordation thereof; and (iii) commencement of construction on the applicable Lot. No Lot, or portion thereof, shall be further subdivided or subject to a condominium declaration.

(b) No applications for rezoning, variances or use permits, or for waivers of or modifications to existing variances, use permits, zoning stipulations or similar restrictions shall be filed with any governmental authority or agency without the prior written approval of the Architectural Control Committee, and then only if the proposed zoning variance, use, waiver or modification is in compliance with this Declaration and the general plan of development of West Bank.

(c) No changes or modifications shall be made in any documents, instruments or applications once they have been approved by the Architectural Control Committee hereunder (whether requested by the City or otherwise) unless the changes or modifications have first been approved by the Architectural Control Committee in writing.

(d) Notwithstanding the foregoing, neither Declarant shall be required to seek or obtain any of the approvals or consents otherwise required under this section as to any Lot or any portion of either of which the Declarant is Owner.

7. Model Homes. Nothing contained herein shall prohibit the construction and maintenance of model homes, sales offices and parking incidental thereto by any Person engaged in the construction, marketing and sales of Dwelling Units upon any of the Lots, provided, however, that such models and sales offices may only be open during reasonable hours and otherwise shall be in compliance with the provisions of this Declaration, the Design Guidelines and ordinances and other requirements of the City. Except as otherwise approved in writing by the Architectural Control Committee: (a) all model homes and sales offices shall cease to be used as such at any time the Owner (or an affiliate of the Owner, or a lessee thereof as the case may be), is not actively engaged in the construction and sale of Dwelling Units within West Bank; and (b) no model home or sales office shall be used for the sale or rental of residences not located within West Bank.

8. Prohibited Uses. The following uses are prohibited: (a) any use which is unreasonably offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance, or which is hazardous by reason of risk of fire or explosion; and (b) any use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception or special use permit, ordinance or regulation of the United States, the State of Arizona, the City and any other governmental entity having jurisdiction over West Bank).

9. Temporary Occupancy and Temporary Buildings; Outside Storage. No trailer, tent, shack, barn or temporary Improvement of any kind shall be used as a residence, whether temporary or permanent. Except during the construction process, no temporary building or other Improvement shall be erected, installed or maintained on any Lot without prior written approval of the Architectural Control Committee in accordance with Article VIII. Temporary structures used during construction must receive prior written approval, in accordance with Article VIII, with regard to location and appearance, and shall be removed immediately after completion of construction and that portion of the Lot from which they are removed shall be promptly placed in such condition as is otherwise required by this Declaration. Except

during construction, no materials, supplies, equipment finished or semifinished products or articles of any nature shall be stored on any area outside of a building unless authorized in advance by the Architectural Control Committee. Any permitted outside storage shall be screened by a solid visual barrier so as not to be Visible From Neighboring Property; provided, however, that during construction of Improvements on the Lot, necessary construction materials and supplies may be stored without the need for a solid visual barrier provided the materials and supplies are kept in neat order considering the construction activities and otherwise in compliance, with the Design Guidelines. The Architectural Control Committee shall have the right to designate the areas and manner in which supplies of building materials and construction equipment shall be stored and the routes construction vehicles may use. All such designations shall be reasonable. Except with the express written approval of the Architectural Control Committee, no Dwelling Unit or other structure on any Lot shall be occupied in any manner while in the course of original construction or prior to issuance by the City of a certificate of occupancy (or other comparable approval) with respect to the Dwelling Unit or other structure.

10. Repair of Buildings. No building or Improvement on any Lot shall be permitted to fall into disrepair, and each such building and Improvement shall at all times be kept by the Owner in good condition and repair and adequately painted or otherwise finished to maintain a first class appearance of the building or Improvement. In the event any building or Improvement is damaged or destroyed, then, subject to the approvals required by Article VIII, the building or Improvement shall be immediately repaired, rebuilt or demolished (or caused to be repaired, rebuilt or demolished) by the Owner thereof.

11. Completion of Landscaping. If at the time an Owner acquires title to a Lot, the landscaping has not yet been completed, then, within ninety (90) days after the later of (i) completion of a Dwelling Unit on that Lot (as evidenced by the issuance of a certificate of occupancy), or (ii) sale of the Lot to a retail buyer, the Owner shall complete the landscaping of all portions of the Lot which are Visible From Neighboring Property. All such landscaping shall comply with the provisions of this Declaration, the Design Guidelines and any other applicable requirements or restrictions imposed by the Architectural Control Committee, the City or any governmental or municipal agency having jurisdiction.

12. Nuisances. No noxious or offensive activity shall be carried on or permitted on any Lot (or any other part of West Bank), nor shall anything be done thereon which may be, or may become, an unreasonable annoyance or nuisance to Persons or property in the vicinity of the Lot or West Bank, or which shall interfere with the quiet enjoyment of each of the Owners and Occupants. The Board in its sole discretion shall have the

right to determine the existence of any such annoyance or nuisance. Furthermore, the Board, acting on behalf of the Association, shall have the right to remove any such annoyance or nuisance at the expense of the Owner responsible for it (or at the expense of the Owner whose Occupant or guest is responsible for it). The expenses incurred in any such enforcement action (including, but not limited to, reasonable attorneys' fees and other collection costs) shall be paid by the Owner promptly on demand, with interest thereon at the rate of twelve percent (12%) per annum from the date incurred until fully paid. All such expenses and costs shall be secured by the Assessment Lien.

13. Diseases and Insects. No Owner or Occupant shall permit any thing or condition to exist upon any Lot (or any other part of West Bank) which shall induce, breed or harbor infectious plant or animal or noxious insects.

14. Storage and Tool Sheds and Structures. No storage or tool sheds or similar structures shall be placed, erected or maintained upon any part of West Bank except: (a) where the storage or tool shed or similar structure is constructed of the same or substantially similar materials as, and is the same color as and architecturally comparable to, the Dwelling Unit upon the same Lot (all as reasonably determined by the Architectural Control Committee, and subject to applicable provisions of the Design Guidelines); and (b) the storage or tool shed or similar structure is located within the Building Envelope.

15. Mineral Exploration. No Lot or other portion of West Bank shall be used in any manner to explore for, quarry, mine, remove or transport any water, oil or other hydrocarbons, minerals, gravel, gas, earth or any earth substances of any kind (except to the limited extent required in connection with normal construction activities).

16. Clothes Drying Facilities. No outside clotheslines or other facilities for drying or airing clothes shall be placed on any Lot without prior written approval by the Architectural Control Committee in accordance with Article VIII, unless they are not Visible From Neighboring Property.

17. Blanket Utility Easements. There is hereby created a blanket easement upon, over and under each Lot and the Common Areas for ingress to, egress from and the installation, replacement, repair, maintenance, operation and existence of all utility equipment and service lines and systems, as such equipment lines and systems are installed in connection with the initial development of the Lots, Common Areas and construction of buildings thereon.

18. Overhead Encroachments. No tree, shrub or planting of any kind shall be allowed to overhang or encroach upon any public right-of-way, bicycle path or any other pedestrian way

from ground level to a height of eight (8) feet without prior written approval by the Architectural Control Committee in accordance with Article VIII.

19. Vehicles and Parking.

(a) As used in this section, the term "Motor Vehicle" means a car, van, truck, recreational vehicle, motor home, motorcycle, all terrain vehicle, utility vehicle, pickup truck or other motor vehicle.

(b) No mobile home, travel trailer, tent trailer, trailer, camper shell, boat trailer, boat or other similar equipment may be parked, kept or stored on any Lot or Common Area without the prior written approval of the Architectural Control Committee.

(c) Except as permitted by Subsection (d) or (e) of this section, no Motor Vehicle may be parked, kept or stored on any Lot or Common Area or on any public or private street without the prior written approval of the Architectural Control Committee.

(d) Motor Vehicles owned or leased by an Owner or Occupant of a Lot must be parked in the garage of the Dwelling Unit unless there is insufficient space within the garage for the parking of all such Motor Vehicles, in which case such Motor Vehicles may be parked in the driveway situated on the Lot provided such Motor Vehicles do not exceed seven (7) feet in height and do not exceed eighteen (18) feet in length, are not used for commercial purposes and do not display any commercial name, phone number or message of any kind. No Motor Vehicle of any kind may be stored on the Common Area, and no Motor Vehicle may be stored on a Lot so as to be Visible From Neighboring Property. For purposes of this subsection, a Motor Vehicle should be deemed stored if it is covered by a car cover, tarp or other material. Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner or Occupant which exceed seven (7) feet in height and/or exceed eighteen (18) feet in length may be parked in the driveway on a Lot for the purpose of loading or unloading, but in no event shall such recreational vehicle, motor home or similar vehicle be parked in the driveway for more than twenty-four (24) consecutive hours or for more than seventy-two (72) hours within any seven (7) day period.

(e) Motor Vehicles owned by guests of an Owner or Occupant may be parked in a garage or the driveway on a Lot or on a public or private street for a period not to exceed seventy-two (72) hours within any seven (7) day period, but no such Motor Vehicle may be parked on a public or private street overnight.

(f) The Board of Directors shall have the right and power to adopt rules and regulations governing the parking of

Motor Vehicles on Lots and Common Area and implementing the provisions of this section.

(g) No Motor Vehicle shall be constructed, reconstructed or repaired on any Lot or Common Area in such a manner as to be Visible From Neighboring Property, and no inoperable vehicle may be stored or parked on any Lot or Common Area in such a manner as to be Visible From Neighboring Property.

20. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the construction, installation, creation, operation or maintenance by Declarant, or their agents, during the period of development and construction of West Bank of Improvements including, but not limited to, landscaping equipment or signs deemed necessary or convenient by Declarant, in its sole discretion to the development and sale of property within West Bank, provided that any such Improvements shall be generally consistent, in terms of appearance and quality, with similar Improvements and landscaping elsewhere within West Bank.

21. Window Coverings. No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other Improvement without prior written approval by the Architectural Control Committee in accordance with Article VIII. Further all curtains, blinds, interior shutters and the window coverings or window treatments which are Visible From Neighboring Property shall be neutral in color. No bedsheets, blankets, bedspreads or other items not designed for use as curtains or other window covering shall be used for such purposes, whether permanently or temporarily, if they are Visible From Neighboring Property.

22. Garages. The interior of a garage situated upon a Lot shall be maintained by the Owner and Occupants of the Lot in a neat, clean and presentable condition. Such garages shall be used for parking vehicles and storage only, and shall not be used or converted for living or recreational activities. Garage doors shall be kept closed at all times except to the limited extent reasonably necessary to permit the entry or exit of vehicles or Persons.

23. Antennas, Poles, Towers and Dishes. No television, radio, shortwave, microwave, satellite, flat or other antenna, pole, tower or dish shall be placed, constructed or maintained upon any Lot (including, but not limited to, upon the roof or exterior walls of any Dwelling Unit or other structure), unless: (a) the antenna, pole, tower or dish is fully screened and not Visible From Neighboring Property due to a parapet wall which conforms architecturally with the structure of the Dwelling Unit or other structure; or (b) the antenna, pole, tower or dish is otherwise fully and attractively screened or not Visible From Neighboring Property. Any means of screening or concealment shall (in either case (a) or (b)) be subject to the Design

Guidelines and to approval by the Architectural Control Committee in accordance with Article VIII. Notwithstanding the foregoing, the Architectural Control Committee may adopt a rule or other Guideline permitting an Owner or Occupant to install and maintain a flagpole upon the Owner's Lot, provided that the location and size of the flagpole (and the number and size of any flag(s) mounted thereon) may be regulated by the Architectural Control Committee and may, if so provided in the rule or other Guideline, be made subject to the prior approval thereof by the Architectural Control Committee.

24. Tanks. No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on or under any Lot but nothing herein shall be deemed to prohibit use or storage upon any Lot of propane or similar fuel tanks with a capacity of ten (10) gallons or less used in connection with a normal residential gas barbecue, grill or fireplace. Further, this section shall not be deemed to prohibit use or storage upon a Lot of an aboveground propane or other fuel tank used in connection with heating a spa or "hot tub" so long as the tank either (a) has a capacity of ten (10) gallons or less; or (b) is appropriately screened, in accordance with the Design Guidelines or as otherwise approved by the Architectural Control Committee, so as not to be Visible From Neighboring Property.

25. Underground Facilities. No cesspool or well may be dug or installed on any Lot.

26. Outdoor Burning. There shall be no outdoor burning of trash or other debris, provided, however, that the foregoing shall not be deemed to prohibit the use of normal residential barbecues, other similar outside cooking grills, outdoor fireplaces or confined fire or barbecue pits or facilities designed for such purpose.

27. Fences.

(a) All fences shall be approved in advance by the Architectural Control Committee and, except as otherwise approved pursuant to Article VIII, shall be painted or colored to match the exterior of the structure(s) enclosed by or upon the same Lot as the fence. All fences shall be subject to the Design Guidelines and to Architectural Control Committee approval including, but not limited to, approval of location and height. No fence shall be permitted to interfere with existing recorded restrictions, drainage ways or easements.

(b) No structure, shrubbery or other vegetation shall be permitted to exist on any Lot, the height or location of which shall be deemed by the Architectural Control Committee (i) to constitute a traffic hazard, (ii) to be unreasonably unattractive, or (iii) to be unreasonably detrimental to adjoining property.

28. Leasing. All leases shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles, Bylaws and Association Rules. All tenants shall be subject to the terms and conditions of this Declaration, the Articles, Bylaws, Association Rules and Design Guidelines as though the tenant were an Owner (except that the tenant shall not have any voting rights appurtenant to the Lot occupied by the tenant other than pursuant to an express written assignment complying with this Declaration). Each Owner shall cause tenants or other Occupants of the Owner's Lot to comply with this Declaration, the Articles, Bylaws, Association Rules and Design Guidelines and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by any such tenants or other Occupants, notwithstanding the fact that the tenants or other Occupants are also fully liable for any violation of each and all of those documents.

29. Encroachments. There are reserved and granted for the benefit of each Lot over, under and across each other Lot and the Common Areas, and for the benefit of the Common Areas, over, under and across each Lot, non-exclusive easements for encroachment, support, occupancy and use of affected portions of the Lots and/or Common Areas as are encroached upon, used and occupied as a result of any original construction design, accretion, erosion, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building, structure or other Improvements, or any portion thereof, or any other cause. In the event any Improvements on a Lot, or on the Common Areas, are partially or totally destroyed, the encroachment easement shall exist for any replacement which is rebuilt pursuant to the original construction design. The easement for maintenance of the encroaching Improvement(s) shall exist for as long as the encroachment exists; provided, however, that no easement of encroachment shall be created due to the willful misconduct of the Association or any Owner or other Person. Any easement of encroachment may, but need not, be cured by repair and restoration of the Improvement.

30. Grades, Slopes and Drainage. No Owner shall in any manner alter, modify or interfere with the grades, slopes or drainage on his Lot or on any other part of the Property. No structure, landscaping or other material shall be placed or permitted to remain on or within any slopes nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels or across Lots.

31. Chemicals. The Architectural Control Committee shall have the power, but not the duty, from time to time to prohibit the use of particular chemicals on any Lot or on any portion of

West Bank, and no Owner shall use, or allow to be used, such chemicals on any portion of West Bank.

32. Poisonous Plants and Allergens. The Architectural Control Committee shall have the power, but not the duty, from time to time to prohibit the use of particular plants on West Bank because of the poisonous nature of the plant or likelihood of allergic reactions caused by contact, ingestion of the plant or airborne pollens, and no Owner shall use or plant, or allow to be used or planted, such plants on any portion of West Bank.

33. Noise. No power tools, speaker, horn, whistle, bell or other similar sound facility or equipment shall be permitted upon any Lot which is capable of producing any sound in excess of sixty-five (65) decibels measured at a point one hundred feet (100') from: (a) the outside of any Improvement within which the sound emanates; or (ii) the speaker or other similar sound facility or equipment from which the sound emanates. No activity shall be undertaken or permitted upon any Lot which causes any sound, whether intermittent, recurrent or continuous, in excess of forty-five (45) decibels measured at any point on the boundary line of said Lot. Decibel measurements shall be the average of at least three (3) and at most five (5) decibel readings by a qualified engineer. In the event an Owner is in violation of this section, the cost of retaining the qualified engineer may be assessed against the Owner. The foregoing provisions shall not, however, prohibit the installation or use of devices designed and used solely for security purposes.

34. Time Sharing Prohibited. No Owner shall create undivided interests or any other interest in a Lot for time sharing or similar purposes. The purpose of this restriction is to prohibit shared ownership or other arrangements regarding any Lot which result in the intermittent use of such Lot or the overburdening of Common Area facilities.

35. Design Guidelines. All Dwelling Units shall conform to minimum design criteria as follows: (i) all housing to have concrete tile or tile roofs that may be approved by the Town of Gilbert; (ii) all housing to have enclosed garages with a minimum capacity for two (2) automobiles; (iii) all housing to have ground-mounted air conditioners; (iv) all housing to be stucco, brick, or other materials as may be approved by the Town of Gilbert on all four sides; (v) all housing to have stucco "pop outs" on front elevations, or elements as approved by the Town of Gilbert to add integrity to the streetscape of the development; and (vi) all interior walls visible from the street and return wall to incorporate stucco finish as approved by the Town of Gilbert.

ARTICLE X - GENERAL PROVISIONS

1. Enforcement; Binding Effect; Term. All of the covenants, conditions, restrictions and other provisions of this

Declaration (as amended or supplemented from time to time in accordance with the provisions hereof): (a) shall run with and bind West Bank; (b) shall inure to the benefit of and shall be enforceable by the Association, each Owner and their respective legal representatives, heirs, successors and assigns; and (c) shall remain in full force and effect until January 1, 2050, at which time the conditions, covenants, restrictions and other provisions shall automatically be extended for successive periods of twenty-five (25) years each unless revoked by an affirmative vote of Members holding not less than seventy-five percent (75%) of all votes in the Association. Notwithstanding any such revocation of this Declaration, each Owner of a Lot (and the Owner's Occupants, agents, guests and invitees) shall nevertheless have a permanent easement across the Common Areas for access to the Owner's Lot and for access to and use of any recreational facilities that may exist on the Common Areas at the time of the revocation.

2. Amendments.

(a) This Declaration may only be amended by the written approval or the affirmative vote, or any combination thereof, of Owners representing not less than seventy-five percent (75%) of the total votes in the Association, except that, for the purpose of this Section X(2) only, Declarant shall be deemed an "Owner" with one (1) vote per Lot owned for so long as Declarant owns any Lot. No amendment shall be effective until it is Recorded.

(b) So long as the Declarant is a Member of the Association, any amendment to this Declaration must be approved in writing by the Declarant.

(c) Any amendment of this Declaration is subject to the provisions of Section X(5).

(d) Unless a later effective date is provided for in the amendment, any amendment to this Declaration shall be effective upon the Recording of the amendment.

3. Easements for Utilities. There is hereby reserved to the Association the power to grant easements upon, across, over and under the Common Areas for installation, replacement, repair and maintenance of master television antenna systems, security and similar systems, and all utilities, including, but not limited to, water, sewer, telephone, cable television, gas and electricity; and for delivering or providing public or municipal services such as refuse collection and fire and other emergency vehicle access (which easements shall also include appropriate rights of ingress and egress to facilitate installation, replacement, repair and maintenance, and the delivery or provision of the public, municipal or emergency services); provided, however, that no such easement shall interfere with a Dwelling Unit or its reasonable use and the easements shall

require the holder of the easement to repair any damage caused to the property of any Owner through use of the easement.

4. No Partition. No Person acquiring any interest in the Property or any part thereof shall have a right to, nor shall any Person seek, any judicial partition of the Common Areas or any Lot, nor shall any Owner sell, convey, transfer, assign, hypothecate or otherwise alienate all or any of such Owner's interest in the Common Areas or any funds or other assets of the Association except in connection with the sale, conveyance or hypothecation of the Owner's Lot (and only appurtenant thereto), or except as otherwise expressly permitted herein. This section shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring or disposing of title to real property (other than disposition of title to the Common Areas) which may or may not be subject to this Declaration.

5. FHA/VA Approval. So long as there is a Class B Membership in the Association, the following actions shall require the prior written approval of the FHA or the VA: annexation of additional properties, dedication of Common Areas and amendment of this Declaration.

6. No Absolute Liability. No provision of this Declaration shall be interpreted or construed as imposing on Owners absolute liability for damage to the Common Area or any Lot. Owners shall only be responsible for damage to the Common Area caused by the Owners' negligence or intentional acts.

7. References to VA and FHA. In various places throughout this Declaration and the Articles and Bylaws, references are made to the VA and FHA and, in particular, to various consents or approvals required of either or both of such agencies. Such references are included so as to cause this Declaration and the Articles and Bylaws to meet certain requirements of such agencies should Declarant request approval of West Bank by either or both of those agencies. However, Declarant shall have no obligation to request approval of West Bank by either or both of such agencies. Unless and until the VA or the FHA have approved West Bank as acceptable for insured or guaranteed loans at any time during which such approval, once given, has been revoked, withdrawn, cancelled or suspended and there are no outstanding mortgages or deeds of trust recorded against a Lot to secure payment of an insured or guaranteed loan by either of such agencies, all references herein to required approvals or consents of such agencies shall be deemed null and void and of no force and effect.

8. Temporary Sign Easement. Declarant hereby reserves to itself and its agents a temporary easement over, upon and across those portions of the Common Areas adjacent to (or visible from) publicly dedicated streets and roadways for purposes of installing and maintaining signs identifying Persons building

upon or developing portions of West Bank and/or identifying portions of West Bank as they are being developed. The easement reserved hereby shall expire and terminate upon completion of construction and sales activities in West Bank, but in no event later than fifteen (15) years after the date this Declaration is Recorded.

9. Declarant's Rights. Any of the special rights and obligations of Declarant may be shared with other Persons, provided that the sharing shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided, further, that no such sharing shall be effective unless it is in a written instrument signed by Declarant and duly Recorded. While any of these special rights and obligations may be shared by such a transfer, no such transfer shall have the effect causing multiple Persons to be (or have all of the rights and privileges of) Declarant for purposes of this Declaration. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and/or sale of Lots continues, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Areas and Lots such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction and/or sale of Lots including, but not limited to, business offices, signs, model units and sales offices, and Declarant shall have an easement for access to and operation and maintenance of all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Lots and other portions of West Bank owned by Declarant and any clubhouse or community center which may be owned by the Association, for models, sales offices and other purposes related to Declarant's sales and development activities on or with respect to West Bank. This section may not be amended without the express written consent of Declarant; provided, however, the rights contained in this section shall terminate upon the earlier of: (a) two (2) years from the conveyance of the first Lot to a Class A Member; or (b) upon Recording by Declarant of a written statement that all sales activity has ceased or that Declarant otherwise relinquishes the rights reserved to Declarant under this section.

10. Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions of this Declaration shall be final, conclusive and binding as to all Persons and property benefited or bound by the provisions of this Declaration.

11. Severability. A determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or

enforceability of any of the other provisions of this Declaration, but the provision shall be deemed modified to the minimum extent necessary to make it or its application valid and enforceable.

12. Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the rule against perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest. The "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

13. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

14. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, Declarant makes absolutely no warranties, representations or agreements whatsoever that the plans presently envisioned for the development of West Bank, in whole or in part, can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if any such land is once used for a particular use, the use will continue in effect.

15. Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that Declarant shall have no personal liability to the Association, or to any Owner, Occupant or other Person, arising under, in connection with, or resulting from this Declaration except to the extent of Declarant's interest in West Bank.

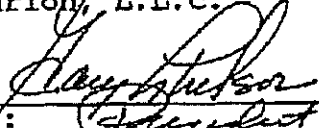
16. Reference to Covenants in Deeds; Binding Effect. Deeds to, and instruments affecting, any Lot or any other part of West Bank may contain the provisions of this Declaration; but, regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Declaration shall run with and burden West Bank and each portion thereof and be binding upon each Owner and Occupant and all other parties having any right, title, or interest in, or otherwise coming upon, using, or enjoying West Bank, their heirs, personal representatives, executors, administrators, successors and assigns.

17. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

18. Captions and Titles. All captions, titles or headings of the articles and sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

IN WITNESS WHEREOF, Declarant has caused this Agreement to be executed to be effective as of the date set forth above.

VALENCIA HOMES, INC., an Arizona corporation, successor-in-interest to Clarion Homes, LLC, an Arizona limited liability company, a/k/a Clarion, L.L.C.


By: 
Its: President

THE FORECAST GROUP, L.P., a California limited partnership

By: 
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

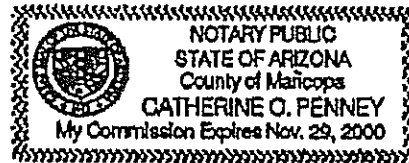
The foregoing instrument was acknowledged before me this 2ND day of May, 1997, by GARY NELSON, the PRESIDENT of VALENCIA HOMES, INC., an Arizona corporation, successor-in-interest to Clarion Homes, LLC, an Arizona limited liability company, a/k/a Clarion, L.L.C., for and on behalf of such corporation.



Notary Public


My Commission Expires:

NOVEMBER 29, 2000



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of May, 1997, by Scott Ewing, the Sp. Vice President/General of THE FORECAST GROUP, L.P., a California limited partnership, for and on behalf of such limited partnership.



Notary Public

My Commission Expires:

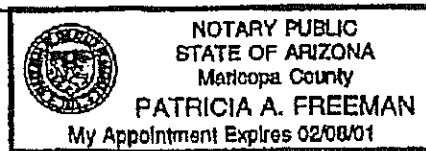


EXHIBIT "A"

Legal Description of West Bank

Lots 1 through 168, inclusive and Tracts A, B, C, D, E, F, and G of West Bank, a residential development in the Town of Gilbert, Arizona, according to the plat recorded on December 15, 1995, at Book 407 of Maps, Page 45 thereof, Maricopa County Recorder.