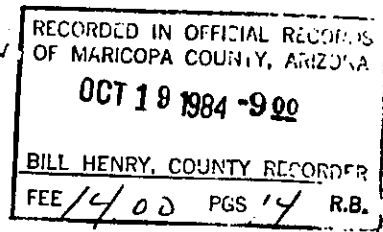
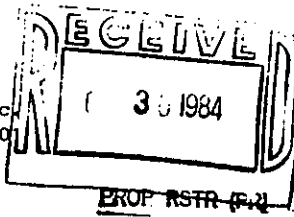


When Recorded Return To:  
General Homes - Arizona, Inc.  
4015 S. McClintock, Suite 10  
Tempe, Arizona 85282  
Attn: Patricia L. Sneed



84 455711

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by GENERAL HOMES - ARIZONA, INC., as hereinafter referred to as "Declarant".

WITNESSETH:

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

Lots 1 through 99, inclusive, Lots 205 through 279, inclusive, and Tracts C, E, F, G, and H as it appears in the books and records of the County of Maricopa, Arizona, Book 272 of Maps, Page 11.

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

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to COPPERFIELD ESTATES HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation, its successors and assigns.

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

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

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

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

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

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

Section 8. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract C, E, F, G and H of the plat of COPPERFIELD ESTATES as it appears in the books and records of the County of Maricopa, Arizona, Book 272 of Maps, page 11.

Section 9. "Declarant" shall mean and refer to GENERAL HOMES - ARIZONA, INC., including its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for purpose of Development, and such acquisition constitutes all or a majority of the undeveloped Lots. Declarant may also be referred to herein as Developer.

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

Section 11. "Improvement" shall mean the buildings, roads, roadways, parking areas, lighting fixtures, fences, walls, hedges, plantings, planted trees and shrubs, and all other structures or landscaping of every type and kind.

Section 12. "Lot" shall mean and refer to any separate parcel of real property shown upon any recorded subdivision map of the Property, with the exception of the Common Area.

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

Section 14. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title in fee simple (or legal title if same has merged) of any Lot. "Owner" shall include the purchaser of an executory contract for the sale of property. The foregoing does not include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant of a Lot. "Owner" shall include Declarant so long as Declarant owns any Lot within the Property.

Section 15. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described which is subject to this Declaration, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

Section 16. "Public Purchaser" shall mean any person or other legal entity who becomes an Owner of any Lot within the Property.

Section 17. "Separate Cantina" shall mean a room built on a Lot which is not attached to the main structure but is designed to be an integral part of the single family residence.

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

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

## ARTICLE II PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.
- (b) the right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and to suspend the right of use of the Common Areas for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, and consecutive sixty (60) day period as long as the infraction continues and has not been corrected.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such properties and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of owners agreeing to such dedication or transfer has been recorded.

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

Section 3. Owners' Easement of Enjoyment Limitations.

(a) An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Area.

(b) The Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

(c) Each Owner, tenant and occupant of a Lot, and the invitees, tenants, and agent of such Owner, may use the Common Area in common with the Owners' invitees, tenants, and agents of the other Lots in accordance with the purposes for which it is intended without hindering or encroaching upon the lawful right of such others and in accordance with rules established by the Board.

(d) No Owner will be exempted from liability for assessments with respect to the Common Area by waiver of the enjoyment of the right to use the Common Area or by abandonment of his Lot or otherwise.

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

#### ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2. Additional Land. In addition to the land and improvements presently subject to the Association, the Declarant may include future subdivisions as part of the total Development pursuant to Section 5, Article IX. It is intended that the common areas of such subdivisions will be used by members of the Association for the benefit of its membership pursuant to the ByLaws of the Association for the benefit of its membership pursuant to the ByLaws and rules and regulations of the Association as may be amended from time to time. However, the Declarant is under no duty or obligation to exercise its right to annex additional land pursuant to Section 5, Article IX.

#### ARTICLE IV THE ASSOCIATION

##### Section 1. Organization.

(a) The Association. The Association is an Arizona corporation charged with duties and invested with the powers prescribed by law and set forth in the Articles, ByLaws, and this Declaration. Neither the Articles nor ByLaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the ByLaws, as same may be amended from time to time.

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

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

Section 4. Personal Liability. No member of the Board or any Committee of the Association, or any officer of the Association, or any Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, any Manager, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct as would be applicable under local law.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A on the happening of either of the following event, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) The 31st day of December, 1990.

ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENTS

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

The annual and special assessments, together with costs and reasonable attorney's fees, shall be a continuing lien upon his lot or lots against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. In order to promote civic betterment and social improvements for the common good of this community, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 1985 the maximum annual assessment shall be three hundred dollars (\$300) per lot. The annual assessment shall be payable annually in advance.

- (a) From and after January 1, 1985 the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1985 the maximum annual assessment may be increased above the amounts indicated in Article VI, Section 3 (a) above by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, bi-annually or annual basis. Declarant shall pay assessments on each lot owned by Declarant shown on any recorded subdivision plat which lot is intended for residential use. Declarant shall pay twenty five percent (25%) of the annual assessments for each lot owned. However, if Declarant has commenced construction on a lot, and has not sold such lot within six (6) months, Declarant shall then commence to pay the full annual assessment for such improved lot.

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

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Abandonment of his Lot.

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such assessment obligation. Any judgement rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent (10%) per annum, from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner or Member.

(b) Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within the Property to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots covered by the Declaration, together with interest thereon at the rate of 10 percent (10%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner on behalf of the Association. Said

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

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

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

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability or any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VII ARCHITECTURAL CONTROL

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

(a) Committee Composition. The Architectural Committee shall consist of three (3) members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board or an officer of the Association.

(b) Terms of Office. Unless the members of the Architectural Committee have resigned or been removed, their terms of office shall be for a period of one (1) year, or until the appointment of their respective successors. Thereafter, the term of each Architectural Committee member appointed shall be for a period of one (1) year and until the appointment of his successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.

(c) Appointment and Removal. The right to appoint and remove all regular members of the Architectural Committee at any time, shall be and is hereby vested solely in the Board, provided however, that no regular or alternate member may be removed from the Architectural Committee by the Board except by

the vote or written consent of fifty-one percent (51%) of all of the members of the Board.

(d) Resignations. Any regular member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.

(e) Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any regular member.

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

Section 3. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two (2) members, at a meeting or otherwise, shall constitute the act of the Committee. Members of the Architectural Committee shall not be entitled to compensation for their services.

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

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

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

Section 7. Time for Approval. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with.

ARTICLE VIII  
USE RESTRICTIONS

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

(a) Single Family Residential Use. All Property shall be used, improved and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any such Property. Nothing herein shall be deemed to prevent the leasing of any such Property to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. However, in the event a lot includes a Separate Cantina, it may not be leased separate from the remainder of the other improvements on the lots. No structure whatever, other than one private single family residence, together with a private garage, shall be erected, placed or permitted to remain on any Lot. "A Separate Cantina" may be constructed by the declarant when such structure is approved by the City as part of a single family residence during initial construction. No Separate Cantina may be added to any lot after initial construction unless approved by the Architectural Committee and the City. In any case, no Separate Cantina shall contain cooking facilities. Lots owned by Declarant may be used as model homes, and for sales and construction offices for the purpose of enabling Declarant to sell Lots within the Property, until such time as all of the Lots owner by Declarant have been sold to public purchasers and/or leased.

(b) Antennas No radio or television aerial wires, radio or television antenna, or satellite dishes of any kind shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, to include satellite dishes, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, including satellite dishes, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot.

(c) Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

(d) Improvements and Alternatives. No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any Property or the Improvements located thereon from its natural or improved state existing on the date such Property was first conveyed or transferred by Declarant to a Public Purchaser shall be made or done without the prior approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee or any committee established by the Architectural Committee for the purpose. Pursuant to its rulemaking power, the Architectural Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Architectural Committee shall have the right to refuse to approve any plans or specification or grading plans, which are not suitable or desirable, in its opinions, for the aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from adjacent or neighboring Property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and building materials, change or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee as would be applicable under local law.

(e) Maintenance of Lawns and Plantings.

(1) Each Owner shall maintain all lawns and plantings in good condition. Lots shall be kept free of weed and debris, lawns shall be neatly mowed and trimmed, bushes shall be trimmed, and dead plants, trees, or grass removed and



replaced. If, after notice, an Owner fails to properly maintain landscaping within fourteen (14) days, the Association shall have the right to enter upon the Lot for the purpose of performing necessary maintenance and shall not be liable for trespass for so doing. When the Association is required to repair or maintain a Lot, charges representing the actual cost of such repair or maintenance, as determined by the Board, shall be borne by the Owner, and shall be paid to the Association on demand with interest at ten percent (10%) simple from ten (10) days after such demand until paid in full. Any sum not paid by the Owner may be treated as an assessment and collected in a like manner as an assessment levied pursuant to Article VI.

(f) Repair of Buildings. No improvement upon any Property shall be permitted to fall into disrepair, and each building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Association shall have the right, after thirty (30) days notice to an Owner, to repair, paint, or otherwise maintain the exterior or any Improvement (and without notice in the event of an emergency) which the Association, acting through its Board, determines in its discretion is in violation of this provision. All costs and expenses, including reasonable attorney's fees, incurred by the Association on demand plus interest at the rate of ten percent (10%) from an Owner may be treated as an assessment and collected in a like manner as assessments levied pursuant to Article VI.

(g) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

(h) Overhang. No tree, or planting of any kind on any Property shall be allowed to overhang or otherwise to encroach upon any Common Area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Committee.

(i) Machinery and Equipment. No machinery or equipment or any kind shall be placed, operated or maintained upon or adjacent to any Property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such property, and except that which Declarant or the Association may require for the operation on and maintenance of the Common Area.

(j) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No Lot may be conveyed into a condominium or cooperative or other similar type of entity without prior written approval of the Board.

(k) Signs. No sign (other than a name and address sign, not exceeding 9" x 30" in size) of any nature, shall be permitted on any lot; provided, however, that one sign of not more than five square feet may be temporarily erected or placed on a lot for the purpose of advertising the property for sale or rent; and provided further the builder may erect any signs during construction; and provided further, this restriction shall not apply to the Association in furtherance of its powers and purposes herein set forth.

(l) Utility Easements. There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said Property and to affix and maintain wires, circuits and conduits on, in and under roofs and exterior walls of said Property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said Property except as initially developed and approved by the Declarant or thereafter approved by the Board. This easement shall in no way affect any other recorded easements on said Property. This easement shall be limited to improvements as originally constructed and no common utility shall be permitted to pass over any of the homes and no connection line shall be permitted to pass over any of the homes other than the one it serves.

(m) Animals. No animals, birds, fowl, poultry, or livestock, other than a

reasonable number of generally recognized house pets or yard pets, shall be maintained on any Property covered by this Declaration and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal, bird, fowl, poultry, or livestock is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

(n) Temporary Occupancy. No trailer, basement of any incomplete improvement, building, tent, shack, garage or barn, and no temporary improvement of any kind shall be used at any time for a residence on any Property either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such Property shall be removed immediately after the completion of construction.

(o) Trailers, Boats, Aircraft, and Motor Vehicles. No motor vehicle classed by manufacturer rating as exceeding 3/4 ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, hang glider, aircraft, or other similar equipment or vehicle may be parked, stored, maintained, constructed, reconstructed, or repaired on any Lot, street, or common area, Visible from Neighboring Property, streets, or common area at Copperfield Estates. However, the provisions of this section do not preclude the parking in garages or on driveways of pickup trucks of less than 3/4 ton capacity with or without camper shells installed providing the total height of such pickup truck and camper shall not exceed seven (7) feet, or mini motor homes or other recreation vehicles which do not exceed seven (7) feet in height or eighteen (18) feet in length, providing that such pickup trucks and/or mini motor homes or other recreation vehicles are used on a regular and recurring basis for basic transportation. No automobile, motorcycle, motor bike, motorized hang glider, or other motor vehicle shall be constructed, reconstructed or repaired on any Lot, street, or Common Area at Copperfield Estates, and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property, streets, or Common Area, provided, however, that this provision shall not apply to emergency repairs of vehicles.

(p) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Property, and no odors shall be permitted to arise therefrom, so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Property so as to be offensive or detrimental to any other Property in the vicinity thereof or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Property.

(q) Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible from Neighboring Property.

(r) Mineral Exploration. No Property shall be used in any manner to explore for or to remove any water, all or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

(s) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

(t) Party Walls and Fences. The rights and duties of Owners with respect to Party Walls or Party Fences shall be as follows:

(1) The Owners of contiguous Lots who have a Party Wall or Party Fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of said wall by the other Owner.

- (2) In the event that any Party Wall or Party Fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family, it shall be the obligation of such Owner to rebuild and repair the Party Wall or Party Fence without cost to the other adjoining Lot Owner or Owners. The Owner's absolute liability shall be as defined under local law.
- (3) In the event any such Party Wall or Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.
- (4) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall or Party Fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.
- (5) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall or Party Fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding.
- (6) Each Owner shall permit the Owners of adjoining Lots, or their representative, when reasonably required, to enter his Lot for the purpose of repairing or maintaining a Party Wall or Party Fence or for the purpose of performing installation, alterations or repairs to the Property of such adjoining Owners, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate. An adjoining Owner making entry pursuant to the terms of this paragraph shall not be deemed guilty of trespass by reason of such entry.
- (7) Surfaces of Party Walls or Party Fences on Property which are generally accessible or viewable from only the adjoining Property may be planted against, painted, maintained and used by the adjoining Owners. If such surfaces are viewable from public streets or the Common Area, the color scheme shall not be changed without the written consent of the Architectural Committee.
- (8) Any Lot which has a wall adjacent to the Common Area and which wall separates the Lot from the Common Area shall be considered to have a party wall with the Association and the provisions of this Section 1(t) apply as though the Common Area were an adjacent lot.
- (9) The owners of Lots with a wall adjacent to a street, or adjoining property, other than Lots or Common Area within Copperfield Estates, shall be solely responsible for repair and maintenance of such walls, and if repair is necessary, the repaired wall must match the size, color, and texture of the existing adjacent walls within Copperfield Estates and in accordance with applicable law.

(u) Drainage Easement. There is hereby created a blanket easement for drainage of groundwater on, over and across the property, however, the location of this easement shall be restricted to a Common Area and within designated recorded drainage easements over the lots. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the Property. Each Owner shall at his own expense maintain the drainageways and channels on his Lot in proper condition free from obstruction. The Association shall have the right, after thirty (30) days notice to the Owner, to repair or otherwise maintain the drainageway or channel on said Owner's Lot, which the Association, acting through its Board, determines has not been maintained by the Owner in compliance with this provision. All costs and expenses including reasonable attorneys' fees incurred by the Association shall be born by the owner, and shall be paid to the Association on demand plus interest at ten percent (10%) for contracting parties from ten (10) days after said demand until paid in full. Any sum not paid by an Owner may be treated as an assessment and collected in like manner as assessments levied pursuant to Article VI.

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

(w) Declarant's Exemption. Nothing contained in this Declaration shall be

construed to prevent the erection or maintenance by Declarant, and/or Developer or its duly authorized agents, of Improvements or signs necessary or convenient to the development or sale of Lots and the Property.

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

(a) Permitted Uses. In general, the Common Area shall be used for the benefit of the Owners, for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment to be derived from such reasonable and proper use, without hindering the exercise of or encroaching upon the right of any other Owner to utilize the Common Area, provided that no lawful use shall be permitted.

(b) Restricted Uses.

(1) The Common Area shall not be used by Owners for storage of supplies, material or personal property of any kind.

(2) In general, no activity shall be carried on nor condition maintained by any Owner upon the Common Area which spoils the appearance of the Property or hinders or encroaches upon the right of any other Owner to utilize the Common Area as reasonably intended.

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

(1) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon any such area, (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the Board, (b) the original plans for the improvement, (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed;

(2) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, and parking area;

(3) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(4) Place and maintain upon any such area signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof, subject to the approval of the Architectural Committee;

(5) Remove all papers, debris, filth and refuse from the Common Area and wash or sweep paved areas as required; clean and relamp lighting fixtures as needed;

(6) Repaint striping, markers, directional signs, etc., as necessary;

(7) Pay all real estate taxes and assessments on the Common Area;

(8) Pay all electrical, water, gas and other utility charges or fees from services furnished to the Common Area;

(9) Damage or Destruction of Common Area by Owners. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, or agents, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall, to the extent required under local law, be paid by said Owner, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE IX  
GENERAL PROVISIONS

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

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

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

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for the term of thirty (30) years from the date this Declaration is recorded, after which time they shall be extended for successive periods of ten (10) years. This declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot Owners. Any amendment must be recorded.

Section 5. Annexation.

(a) Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class members, except as provided in Subparagraph (b) below.

(b) Additional residential property contiguous to Copperfield Estates and the Common Area may be annexed by Declarant without the consent of Class A members within five (5) years of date of this instrument. This annexation must be approved by the FHA or VA and shall be in accordance with the general development plan previously approved by the FHA and VA. The legal description of the annexable property is Lots 100 through 204, inclusive, of Copperfield Estates as it appears in the books and records of the County of Maricopa, Arizona, Book 272, Page 11.

Section 6. Notices provided for in these Restrictions shall be in writing and shall be addressed to the last known address of the lot owner in the files of Copperfield Estates Homeowners Associations. Notices shall be deemed delivered when mailed by United States First Class, Registered or Certified Mail addressed to the lot owner at such address or when delivered in person to such Owner.

Section 7. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and the amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, GENERAL HOMES - ARIZONA, INC. as Declarant, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 19<sup>th</sup> day of October, 1984.

GENERAL HOMES - ARIZONA, INC.

BY: *Amby Tamm*  
ITS: *President*

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF MARICOPA )

On this 19<sup>th</sup> day of October, 1984, before me the Undersigned Notary Public, personally appeared *Doug Barnes* who acknowledged *himself* to be the *President* of GENERAL HOMES - ARIZONA, INC., and that as such officer, being authorized to do so executed the foregoing instrument for the purpose therein contained by signing the name of the corporation, by *himself* as such officer.

WITNESS my hand and official seal.

*Bessano M. Toulouse*  
Notary Public

My Commission Expires:

*7-9-88*