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HELEN PURCELL
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ELECTRONIC RECORDING

When recorded return to:

Taylor Morrison/Arizona, Inc.
9000 East Pima Center Parkway, Suite 350
Scottsdale, Arizona 85258
Attn: Lynne M. Dugan

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
LAS BRISAS**

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THIS DECLARATION is made on the date hereinafter set-forth by Taylor Morrison/Arizona, Inc. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property ("Property") located in the City of Goodyear, County of Maricopa, State of Arizona, described on Exhibit A attached hereto.

WHEREAS, Declarant desires to provide for the development of detached single family residences on the Property:

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter sometimes collectively termed "Covenants and Restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Property.

ARTICLE I
DEFINITIONS

Section 1.1 "Architectural Committee" means the committee established by the Board pursuant to Section 6.1 of this Declaration.

Section 1.2 "Articles" means the Articles of Incorporation of the Association which have been or will 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 1.3 "Assessment Lien" means the lien granted to the Association by this Declaration to secure the payment of Assessments and all other amounts payable to the Association under the Project Documents, including without limitation the Subsidy Amounts payable pursuant to Section 4.3(E) below of this Declaration and all amounts payable with respect to Bulk Service Agreements pursuant to Section 3.13 below.

Section 1.4 "Assessments" means the annual, special, and neighborhood assessments levied and assessed against each Lot pursuant to Article IV below of the Declaration.

Section 1.5 "Association" means the Arizona nonprofit corporation organized or to be organized by the Declarant to administer and enforce the Project Documents and to exercise the rights, powers and duties set-forth therein, and its successors and assigns. Declarant intends to organize the Association under the name of "Las Brisas Community Association", but if such name is not available, Declarant may organize the Association under such other name as the Declarant deems appropriate.

Section 1.6 "Association Rules" means the rules and regulations adopted by the Association, as the same may be amended from time to time.

Section 1.7 "Board" means the Board of Directors of the Association.

Section 1.8 "Builder" means a person or entity in the business of, or a person or entity which has an affiliate in the business of constructing and selling homes, or a person or entity in the business of acting as a land banker that sells lots to persons or entities who construct and sell homes, which purchases a Lot or Lots without Residential Units constructed thereon for the purpose of constructing Residential Units thereon and selling such Lots and Residential Units.

Section 1.9 "Bylaws" means the bylaws of the Association, as such bylaws may be amended from time to time.

Section 1.10 "Common Area" means all real property together with all Improvements thereto owned by the Association, but such definition shall not preclude the Association from operating, maintaining or repairing any other real property for the benefit of the members of the Association (e.g. landscaping in public rights-of-way) or any other real property maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the members. The Common Area shall include all arterial and collector road right-of-way landscaping.

Section 1.11 "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

Section 1.12 "Declarant" means Taylor Morrison/Arizona, Inc., an Arizona corporation, and its successors and assigns, and any assignee of Declarant's rights. A Declarant may assign all or any part of its rights by express recorded instrument to a subsequent Owner of all or part of the Property. At any time when there is more than one Declarant: (a) all obligations of Declarant shall be shared by the multiple Declarants in proportion to the number of Lots owned by each Declarant at the time the obligation accrued; (b) all rights, exemptions, and privileges granted to Declarant that do not require affirmative action for exercise shall be available to all Declarants; (c) all rights, exemptions, and privileges that may be exercised as to a specific Lot or portion of the Property may be exercised only by the Declarant that owns such Lot or portion of the Property; and (d) all rights and privileges that requires affirmative action and is not exercisable as to a specific Lot or portion of the Property (e.g., appointment of the Board pursuant to Section 3.2 below; approval of the Association Rules pursuant to Section 3.3 below; appointment of Architectural Committee pursuant to Section 6.1 below; adoption of the Design Guidelines pursuant to Section 6.2 below; annexation of property pursuant to Section 12.5 below; and de-annexation of property pursuant to Section 12.6 below) may be exercised solely by Taylor Morrison and/or its successor or any person that is assigned the rights of Taylor Morrison under this subsection (d) by express recorded instrument. No successor Declarant shall have any liability resulting from any actions or inactions of any preceding Declarant unless expressly assumed by the successive Declarant, in which event the preceding Declarant shall be released from liability. If there is more than one Declarant, the obligations and liabilities of each

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Declarant under this Declaration shall be limited to the obligations that relate to the Lots within the Project then owned by such Declarant at the time liabilities or obligations arose, such liability shall not be joint or joint and several, and a Declarant shall not be liable for the actions or inactions of another Declarant.

Section 1.13 "Declaration" means the provisions of this document and any amendments hereto.

Section 1.14 "Designated Builder" means any Builder that is designated by Declarant as a "Designated Builder" in a supplemental declaration and by such designation receives certain rights as expressly provided in this Declaration.

Section 1.15 "Design Guidelines" shall mean those design guidelines and rules and procedures established by the Declarant pursuant to Section 6.2 below of this Declaration, as may be amended from time-to-time by the Architectural Committee.

Section 1.16 "First Mortgage" means any mortgage, deed of trust, or contract for deed on a Lot which has priority over all other mortgages, deeds of trust and contracts for deed on the same Lot. A contract for deed is a recorded agreement whereby the purchaser of a Lot acquires possession of the Lot but does not acquire legal title to the Lot until a deferred portion of the purchase price for the Lot has been paid to the seller.

Section 1.17 "First Mortgagee" means the holder of any First Mortgage.

Section 1.18 "Improvement" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 1.19 "Lot" or "lot" means any Lot shown on a Plat. For purposes of voting on any issue required to receive the approval of the Owners, the Owner of a parcel not yet subject to the Plat but zoned for residential use shall be deemed to be the Owner of the maximum number of Lots into which such parcel may be subdivided under then applicable zoning and other legal requirements.

Section 1.20 "Member" means any person, corporation, partnership, joint venture, limited liability company, or other legal entity who is a member of the Association.

Section 1.21 "Occupant" shall mean any person, other than the Owner, occupying or in possession of a Lot, or any portion thereof or any building or structure thereon, whether as a lessee under a lease or otherwise.

Section 1.22 "Owner" or "owner" shall mean the record owner, except as provided below, whether one or more persons or entities, of fee simple title to any lot, including without limitation, one who is buying a lot under a recorded contract, but excluding others having an interest merely as security for the performance of an obligation. In the case of a lot where fee simple title is vested of record in a trustee under a deed of trust, legal title shall be deemed to be

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in the trustor. In the case of a lot where fee simple title is vested in a trustee pursuant to a trust agreement, the beneficiary entitled to possession shall be deemed to be the Owner. In the case of a lot where fee simple title is vested in a party which has entered into a lending option or sale agreement pursuant to which a Declarant or a Designated Builder has the option or other right to purchase the lot from such land banker, the Declarant or Designated Builder holding the option or purchase right shall be deemed the "Owner."

Section 1.23 "Plat" means any recorded subdivision plat or plats of any portion of the Property.

Section 1.24 "Project" means the Property together with all buildings and other Improvements located thereon and all easements, rights and privileges appurtenant thereto.

Section 1.25 "Project Documents" means this Declaration and the Articles, Bylaws, Association Rules and Design Guidelines.

Section 1.26 "Purchaser" means any person other than a Declarant or a Designated Builder, who by means of a voluntary transfer becomes the Owner of a Lot except for an Owner who purchases a Lot and then leases it to a Declarant for use as a model in connection with the sale of other Lots.

Section 1.27 "Residential Unit" means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

Section 1.28 "Single Family" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 1.29 "Single Family Residence" shall mean a building, house or dwelling unit used as a residence for a Single Family, including any appurtenant garage or storage area.

Section 1.30 "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 1.31 "Visible from Neighboring Property" or "visible from neighboring property" shall mean that an object is or would be visible to a person six feet (6') tall standing on a neighboring lot, neighboring Common Area, or street at an elevation not greater than the elevation at the base of the object being viewed.

Section 1.32 "Vote" or "Votes" means, with respect to votes of Members, a vote or votes cast by Members entitled to vote either: (a) in person; or (b) by absentee ballot; or (c) only if prior to the termination of Class B membership, by a proxy duly appointed by a written instrument signed by a Member. Thus, by way of example and not limitation, a provision in this Declaration that requires that an action be approved by a "75% Vote" (or by "75% of the Votes")

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means that the action in question would have to receive the affirmative vote of Members holding at least 75% of votes of Members of the Association that are entitled to be cast and that are held by Members who are: (i) present at a meeting duly called for such purpose, or (ii) cast by Members by absentee ballot; or (iii) if prior to the termination of Class B membership, cast by Members pursuant to a valid proxy. Proxies are not permitted and shall not be counted for any purpose after the expiration or termination of the Class B membership.

ARTICLE II
PLAN OF DEVELOPMENT

Section 2.1 Property Initially Subject to the Declaration. This Declaration is being recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to 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 plan for the development and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and such shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

ARTICLE III
THE ASSOCIATION; RIGHTS AND DUTIES,
MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Rights, Powers and Duties. The Association shall be a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set-forth in the Project Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set-forth in the Project Documents. Unless the Project Documents specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. A copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours.

Section 3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Articles and the Bylaws. Until termination of the Class B