

ARTICLES OF INCORPORATION
OF
VISTA DEL CORAZON HOMEOWNERS ASSOCIATION

In compliance with the requirements of Section 10-2301, *et seq.*, Arizona Revised Statutes, as amended, the undersigned, for the purpose of forming a nonprofit corporation, does hereby state:

ARTICLE I.

NAME

The name of the corporation is Vista Del Corazon Homeowners Association (hereinafter sometimes called the "Association").

ARTICLE II.

DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions, Restrictions, and Grant of Easements for Vista Del Corazon Recorded with the County Recorder of Pinal County, Arizona, on Sept 5, 1997, as Instrument No. 1997-030864 ("Declaration").

ARTICLE III.

PRINCIPAL OFFICE

The principal office of the Association shall be located at 3101 N. Central Avenue, Suite 1030, Phoenix, Arizona 85012.

ARTICLE IV

STATUTORY AGENT

James R. Barrons, whose address is 3101 N. Central Avenue, Suite 1030, Phoenix, Arizona 85012, is hereby appointed and designated as the Statutory Agent for the Association.

ARTICLE V

PURPOSE OF THE ASSOCIATION

The object and purpose for which this Association is organized is to provide for the management, maintenance and care of the Common Area of Vista Del Corazon, a development in Pinal County, Arizona and other property owned by the Association or property placed under its jurisdiction and to perform all duties and exercise all rights imposed on or granted to the Association by the Declaration, Articles and Bylaws. In furtherance of, and in order to accomplish the foregoing object and purpose, the Association may transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE VI.

CHARACTER OF BUSINESS

The character of the business which the Association intends to conduct in Arizona is to provide for the management, maintenance and care of the Common Area and to exercise and perform such other powers and duties as are imposed on or granted to the Association by the Declaration, Articles and Bylaws.

ARTICLE VII.

MEMBERSHIP AND VOTING RIGHTS

The Declarant and every Owner of a Lot which is subject to Assessment shall be a Member of the Association. There shall be such classes of membership as shall be set forth in the Bylaws of the Association. The Declarant and each Owner shall have such rights, privileges and votes in the Association as are set forth in the Declaration, Articles and Bylaws.

ARTICLE VIII.

BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors shall be three (3). The names and addresses of the initial directors of the Association who shall serve until the first annual meeting of the Members or until their successors are elected and qualified are as follows:

<u>Name</u>	<u>Mailing Address</u>
Michael Johnson	2910 E. Camelback Road, Suite 180 Phoenix, Arizona 85016
Noel A. Heller	3200 N. Central Avenue, Suite 2500 Phoenix, Arizona 85012
James R. Barrons	3101 N. Central Avenue, Suite 1030 Phoenix, Arizona 85012

The Board shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal the Bylaws is reserved to the Board, provided, however, that the Bylaws may not be amended, changed or interpreted so as to be inconsistent with the Declaration. The Board may also amend the Bylaws in order to conform the Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any federal, state or local government agency whose approval of Vista Del Corazon Homeowners Association, the Plat, the Declaration, Articles, or Bylaws is required by law or requested by the Declarant.

ARTICLE IX.

LIMITATION ON LIABILITY OF DIRECTORS

The personal liability of a director of the Association to the Association or its members for monetary damages for breach of his or her fiduciary duties as a director is hereby eliminated to the extent permitted by the Arizona Nonprofit Corporation Act, as it may be amended from time to time.

ARTICLE X.

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Owners representing not less than two-thirds (2/3) of the authorized votes of each class of Membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose.

ARTICLE XI.

AMENDMENTS

These Articles may be amended by Members representing at least two-thirds (2/3) of the total authorized votes entitled to be cast by Members of the Association, provided, however, that these Articles may not be amended, changed or interpreted so as to be inconsistent with the Declaration. Notwithstanding the foregoing, the Board, without a vote of the Members, may amend these Articles in order to conform these Articles to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any federal, state or local governmental agency whose approval of Vista Del Corazon Homeowners Association, the Plat, the Declaration, Articles, or Bylaws is required by law or requested by the Declarant.

ARTICLE XII.

DURATION

The corporation shall exist perpetually.

ARTICLE XIII.

INCORPORATION

The name and address of the incorporator of the Association is:

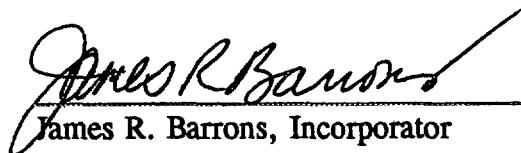
Name

James R. Barrons

Address

3101 N. Central Avenue, Suite 1030
Phoenix, Arizona 85012

Dated this 20 day of August, 1997.



James R. Barrons, Incorporator

ACCEPTANCE BY STATUTORY AGENT

The undersigned, James R. Barrons, having been designated to act as statutory agent for Vista Del Corazon Homeowners Association, hereby consents to act in that capacity until he is removed or submits his resignation in accordance with applicable law

Dated this 20 day of August, 1997.



James R. Barrons
3101 N. Central Avenue, Suite 1030
Phoenix, Arizona 85012

**WRITTEN CONSENT TO RESOLUTIONS OF
BOARD OF DIRECTORS OF
VISTA DEL CORAZON HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being the entire board of directors of Vista Del Corazon Homeowners Association, Inc , an Arizona nonprofit corporation ("Corporation"), pursuant to the requirements and laws of Section 10-2301, *et seq.*, Arizona Revised Statutes, as amended, consent to the following action being taken by the Corporation in lieu of the initial meeting of the board of directors, which action shall be effective as of the date of these resolutions

RESOLVED That the execution of these consent resolutions shall constitute the acceptance by each person so executing of a position as director of the Corporation.

RESOLVED FURTHER That the corporate existence of the Corporation has begun by reason of the issuance of a certificate of incorporation by the Arizona Secretary of State on November 13, 1997

RESOLVED FURTHER That all the actions taken by the organizers and incorporators of the Corporation leading up to the formal organization of the Corporation and the initiation of its business are hereby approved and adopted as the lawful action of the Corporation, and the Corporation agrees to indemnify, defend and hold the organizers and promoters harmless from and against any and all liabilities, costs, expenses and fees (including reasonable attorneys' fees) incurred by them in their good faith discharge of such duties

RESOLVED FURTHER. That the bylaws submitted to the directors are adopted as the bylaws of the Corporation ("Bylaws"), and the Secretary of the Corporation is directed to execute the Bylaws

RESOLVED FURTHER That the approved Bylaws be signed by the secretary of the Corporation, and inserted in the minute book of the Corporation

RESOLVED FURTHER That the following persons are elected to serve as officers of the Corporation until the first annual meeting of the board of directors of the Corporation, until their successors are elected and qualified

President	Michael Johnson
Vice President	Jeffrey L Gage
Secretary	James R Barrons
Treasurer	James R Barrons

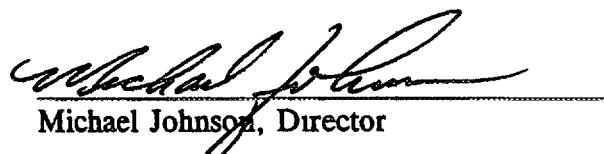
RESOLVED FURTHER. That until the board of directors adopts a resolution to the contrary, or in the absence of specific authority otherwise given, the Treasurer or the President, each acting individually, is authorized and empowered, for and on behalf of the Corporation, to pay out funds of the Corporation, to transfer any and all of said funds from one depository to another, and to draw, make, sign, execute, and deliver checks, bills of exchange, acceptances, drafts, and orders on any and all funds of the Corporation on deposit with any depository with which the Corporation has or may have an account

RESOLVED FURTHER That until the board adopts a resolution to the contrary, or in the absence of specific authority otherwise given, the Treasurer or the President, each acting individually, is authorized and empowered, for and on behalf of the Corporation, to endorse for negotiation all checks, bills of exchange, notes, and orders upon or in any bank, trust company, or depository, to sign receipt for statements of accounts and related reconciliations, to endorse for deposit only to the credit of the Corporation in any designated depository by the single signature of either of said officers, or by using an endorsement stamp containing the name of the Corporation

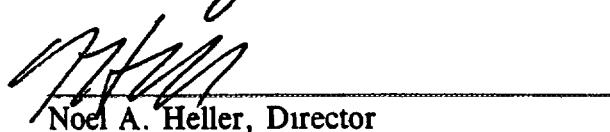
RESOLVED FURTHER That the officers of the Corporation are further expressly authorized and directed to take such other action as they, in their discretion, deem necessary, appropriate, or advisable to complete the organization of the Corporation and the initiation of its ongoing activities

RESOLVED FURTHER That these consent resolutions shall be in lieu of the initial meeting of the board of directors, and shall be filed in the minute book of the Corporation in place of the minutes of any such meeting.

Dated Effective the 14th day of November, 1997



Michael Johnson, Director



Noel A. Heller, Director



James R. Barrons, Director

**BYLAWS OF
VISTA DEL CORAZON HOMEOWNERS ASSOCIATION**

ARTICLE 1

PURPOSES, DESIGNATION, AND DEFINITIONS

SECTION 1.1 PURPOSES. The purposes of The Association are to perform any purpose which nonprofit corporations and homeowners associations are authorized to perform under the Act and Arizona law

SECTION 1.2 DESIGNATION AND POWERS. The Association shall have all the powers of a nonprofit corporation authorized under the Act

SECTION 1.3 DEFINITIONS The following terms as used in the Bylaws shall have the meanings stated, unless the context clearly indicates a different meaning is intended

1.3.1 "*Act*" Arizona Revised Statutes §10-2301, *et seq* , as amended

1.3.2 "*Articles*" The articles of incorporation as adopted by the Association and as approved by the Arizona Corporation Commission, Corporations Division, and all amendments to those articles.

1.3.3 "*Assessment*". All Assessments (as that term is defined in the Declaration) and all other sums lawfully assessed against an Owner and/or a Lot pursuant to the Declaration or the Act

1.3.4 "*Association*" Vista del Corazon Homeowners Association, Inc , an Arizona nonprofit corporation, and its successors and assigns

1.3.5 "*Board*" The board of directors of the Association

1.3.6 "*Bylaws*" These Bylaws of the Association, and all amendments to these bylaws.

1.3.7 "*Declarant*" Superstition Shadows Estates, L.L C , and its successors and assigns

1.3.8 "*Declaration*" The recorded Declaration of Covenants, Conditions, Restrictions and Grant of Easements for Vista del Corazon, and any amendments and restatements of them

1 3 9 "*Director*", or in the plural, "*Directors*" Any duly elected director of the Board

1 3 10 "*Effective Date*" The date the Bylaws are adopted by the Board.

1 3 11 "*Lot*", or in the plural, "*Lots*". Any portion of the Subdivision designated as a Lot on any Plat (as that term is defined in the Declaration) and limited to single-family residential use by the terms of the Declaration

1 3 12 "*Member*", or in the plural, "*Members*" A member of the Association, including Class A and Class B members

1 3 13 "*Membership*" A membership in the Association and the rights granted to the Owners and Declarant, pursuant to the Declaration and these Bylaws, to participate in the Association

1 3 14 "*Owner*", or in the plural, "*Owners*" These terms shall have the same meanings as set forth in the Declaration

1 3 15 "*President*" The duly elected president of the Association

1 3 16 "*Secretary*" The duly elected secretary of the Association

1 3 17 "*Subdivision*" Collectively, all portions of Vista del Corazon, as that term is defined in the Declaration

1 3 18 "*Treasurer*" The duly elected treasurer of the Association

1 3 19 "*Vice President*". The duly elected vice president of the Association

ARTICLE 2

MEETINGS OF MEMBERS

SECTION 2 1 **MEMBERSHIP** Every Owner who is subject to Assessments shall be a Member.

SECTION 2 2 **ANNUAL MEETING** An annual meeting of the Members shall be held at a date and time fixed by the Board. The purpose of the annual meeting shall be to elect Directors, subject to the rights of Declarant in the Declaration to appoint the Board, and to transact such other business as may come before the meeting. Failure to hold an annual meeting at the designated time shall not affect the validity of any action taken at a meeting of the Members.

SECTION 2 3 *SPECIAL MEETINGS* Special meetings of the Members may be called by the President, the Board, or not less than one-tenth of the Members having voting rights

SECTION 2 4 *PLACE OF MEETING* The Board may designate any site as the place of meeting for any special or annual meeting of the Members

SECTION 2 5 *NOTICE OF MEETINGS*

2 5 1 *Notice Requirements* A written notice stating the place, day, and hour of an annual or a regular meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered either personally, by United States mail, or by any other means permitted under the laws of the State of Arizona to the last known address of the Members. The written notice shall be delivered to the Member at least ten (10) days before the meeting, or, if the notice is mailed by other than first class or registered mail, the written notice shall be given not less than ten (10) days and no more than fifty (50) days before the meeting date

2 5 2 *Waiver of Notice* Attendance at any meeting in person, by a duly authorized attorney-in-fact, or by proxy shall constitute a waiver of notice of such meeting

SECTION 2 6 *INFORMAL ACTION BY MEMBERS*

2 6 1 *Action By Members Without A Meeting* Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without meeting if a consent in writing, setting forth the action so taken, shall be signed by 80% of the Members entitled to vote with respect to the subject matter of that action

2 6 2 *Action By Meeting Of All Members* If all of the Members shall meet at any time and place, either within or without the State of Arizona, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 2.7 *QUORUM.* Ten percent (10%) of persons qualified to vote as Members at a meeting, represented in person or by proxy, shall constitute a quorum for any meeting of the Members

SECTION 2.8 *PROXIES* At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or the authorized attorney-in-fact of the Member. No proxy shall be valid twelve (12) months after the date of its execution. A proxy shall terminate upon the conveyance of the Lot which gave rise to the voting rights assigned by the proxy

SECTION 2 9 VOTING LIST The Secretary shall keep, at the registered office of the Association, a complete and accurate list of all Members and of all Members entitled to vote at any meeting of the Members

SECTION 2 10 VOTING

2.10 1 Generally A Member shall be entitled to vote as permitted by the Bylaws, the Articles, the Act, and any other applicable laws of the State of Arizona, but only if that Member has paid in full all Assessments, and all other charges or fees due to the Association for the current fiscal year and all prior fiscal years When more than one person holds an interest in a Lot, all such persons shall be Members The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one vote be cast with respect to one Lot, except as provided by the Declaration, the Articles, or Section 2 10 3

2 10 2 Class A Members

2 10 2 1 Identification Class A Membership consists of all Owners (except Declarant)

2 10 2 2 Voting Rights Each Class A Member shall be entitled to one vote for each Lot owned

2 10 3 Class B Members

2.10.3 1 Identification. Class B Membership shall be all memberships held by Declarant. Declarant will hold a Class B Membership for each Lot Declarant owns

2.10.3.2 Voting Rights Declarant shall be entitled to three (3) votes for each Lot owned by Declarant

2 10.3 3 Duration of Class B Status. The Class B status for a Membership shall end, and will be converted to a Class A Membership, only as provided in the Declaration

2.10.4 Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof The vote for each such Membership must be cast as a unit, and fractional votes shall not be allowed If a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that he or she was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made at the

time the vote is cast If more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void

2 10.5 *Membership Rights* Each Member shall have the rights, duties, and obligations set forth in the Declaration and such other rights, duties, and obligations as are set forth in the Articles and these Bylaws, as the same may be amended from time to time

2.10 6 *Transfer of Membership* The rights and obligations of the Owner of a Class A Membership in the Association are appurtenant to its Lot and shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership to the Lot. A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a Mortgage, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof. Each purchaser of a Lot shall notify the Association of his purchase within ten (10) days after he becomes the Owner of a Lot.

ARTICLE 3

BOARD OF DIRECTORS

SECTION 3 1 *GENERAL POWERS AND DUTIES* The control and management of the affairs of the Association shall be vested in the Board. The Board shall discharge all duties so identified in the Declaration. The Board shall maintain all property owned by the Association and perform all other duties adopted by the Board by resolution.

SECTION 3 2 *NUMBER, MEMBERSHIP, AND TENURE*

3 2 1 *General* The number of Directors composing the Board initially shall be three. Directors need not be Members. The Directors each shall hold office for a term of three years, except as provided in Section 3 2 2, or until the successor of the Director shall have been elected and qualified. Each Director shall be eligible for re-election. The Board shall have the right to increase or decrease, within limits prescribed by the Articles and the Act, the number of Directors composing the Board, by a vote of the majority of Directors present at a properly called meeting of the Board.

3 2 2 *Initial Directors* The initial Board shall be composed of the Directors as identified in the Articles At the first annual meeting of the Board, one Director shall be elected to serve a term of one year, one Director shall be elected to serve a term of two years, and one Director shall be elected to serve a term of three years

3 2 3 *Election of Directors* Directors shall be elected by the Members at the annual meeting, except as provided in Section 3 2 2 At the election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws The person receiving the largest number of votes shall be elected Cumulative voting is not permitted Members choosing to run as candidates for a directorship must notify the Secretary in writing of the intention of the Member to become a candidate for directorship not less than thirty (30) days prior to the date of the annual meeting

SECTION 3 3 · *REGULAR MEETINGS* A regular annual meeting of the Board shall be held without notice immediately after, and at the same place as, the annual meeting of Members The Board may provide by resolution the time and place, either within or without the State of Arizona, for the holding of additional regular meetings of the Board without notice other than such resolution

SECTION 3 4 *SPECIAL MEETINGS* Special meetings of the Board may be called by or at the request of the President or two Directors The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Arizona, as the place for holding any special meeting called by them

SECTION 3 5 *NOTICE OF SPECIAL MEETINGS* Notice of any special meeting of the Board shall be given at least two days prior to the meeting Notice of the special meeting shall be by any means allowable under the Act A Director may waive notice of any meeting The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by the Act or the Bylaws

SECTION 3.6 *POWER TO ELECT AND APPOINT OFFICERS; REMOVAL* The Board shall elect a President, one or more Vice Presidents (if the Board deems such officer necessary), a Secretary, and a Treasurer The Board shall have the power to appoint such other agents as the Board may deem necessary for transaction of the business of the Association Any officer or agent may be removed by the Board whenever in the judgment of the Board the interests of the Association will be served by a removal The Board shall also have power to fill any vacancy in any office occurring for any reason whatsoever

SECTION 3 7 POWER TO ASSESS The Board shall have the power to determine, impose and collect Assessments and other charges, fees, fines, or penalties against Owners In the exercise of this power, the Board shall not exceed the authority or limitations imposed by the Declaration

SECTION 3 8 DELEGATION OF POWERS For any reason deemed sufficient by the Board, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Director, but no officer or Director shall execute, acknowledge, or verify any instrument in more than one capacity

SECTION 3 9 PARTICIPATION IN MEETINGS BY ELECTRONIC COMMUNICATION Any or all Directors may participate in a meeting of the Board, or a committee of the Directors, by means of communication by which all Directors participating may simultaneously hear each other during the meeting A Director participating in a meeting by this means is deemed to be present in person at the meeting

SECTION 3 10 ACTION BY CONSENT WITHOUT MEETING Any action which may be taken at a meeting of the Board may be taken without a meeting if evidenced by each Director and included in the minutes or filed with the corporate records reflecting the action taken For purposes of this section 3 10, a consent granted by telegram, fax, telecopy, or other document transmitted electronically by a Director shall be deemed to be acceptable evidence of consent Action taken by written consent is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date

SECTION 3 11 RESIGNATION A Director may resign by delivering written notice to the Board, its chairman, the President, or Secretary A resignation is effective when delivered unless the notice specifies a later effective date

SECTION 3 12 VACANCIES Any vacancy among the Board caused by removal, resignation, death, or other incapacity, or by increase in the number of Directors comprising the Board, may be filled by the Board, or if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all of the Directors remaining in office The new Director shall serve until the expiration of the term for which the Director's predecessor was elected. Members shall be notified of any increase in the number of Directors comprising the Board and of the name, address, and principal occupation of any Director elected by the Board to fill any vacancy, whether caused by an increase or otherwise, in the next mailing, if any, sent to the Members following any such increase or election. If the vote of the remaining Directors results in a tie, such vacancy shall be filled by a vote of the Members at a special meeting called for such purpose

SECTION 3 13 *REMOVAL* A Director may be removed, either with or without cause, as provided by the Act, at a special meeting of the Members, if the special meeting notice states that one of the purposes of the meeting is the removal of the Director

SECTION 3 14 *QUORUM AND VOTING REQUIREMENTS*

3 14 1 A quorum of the Board for the transaction of all business, except filling vacancies on the Board, shall consist of a majority of the number of Directors prescribed in the Bylaws. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board.

3 14 2 The right of dissent or abstention is not available to a Director who votes in favor of the action taken. A Director who is present at a meeting when corporate action is taken is deemed to have assented to the action unless:

3 14.2 1 The Director objects at the beginning of the meeting (or promptly upon a Director's arrival) to holding it or transacting business at the meeting,

3 14.2 2 The Director's dissent or abstention from the action is entered into the minutes of the meeting; or

3.14.2 3 The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Secretary immediately after adjournment of the meeting

ARTICLE 4

OFFICERS

SECTION 4.1 *GENERAL PROVISIONS* The Board shall elect the officers of the Association. Each officer of the Association must be a Director. The officers of the Association shall be a President, one or more Vice Presidents (if the Board deems such officer is necessary), a Secretary, a Treasurer, and such other officers as may be deemed desirable by the Board.

SECTION 4 2 *ELECTION AND TERM OF OFFICE* The officers of the Association shall be initially elected by the Board upon formation of the Association and thereafter shall be elected annually by the Board at the regular annual meeting of the Board. Each officer shall hold office for one year or until the successor shall have been duly elected and qualified, unless earlier removed by the Board. All officers can be removed at any time by the affirmative vote of the majority of the Directors. Officers shall be eligible for re-election.

SECTION 4.3 PRESIDENT The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board and the Members. Under the Board's direction, the President shall have general supervision over the affairs of the Association and over the other officers. The President shall have the power to appoint committees. The President also shall perform such other duties as are incident to this office.

SECTION 4.4 VICE PRESIDENT The Vice President shall perform the duties specified in section 4.3 in the absence or disability of the President. In addition, the Vice President shall perform such duties and assignments which may from time to time be delegated by the President or the Board.

SECTION 4.5 TREASURER The Treasurer shall have custody of all monies, securities, and other valuables of the Association, and shall give bond in such sums and with such surety as the Board may require, conditioned upon the faithful performance of the Treasurer's office. The Treasurer shall maintain a correct and complete record of accounts showing accurately, at all times, the financial condition of the Association. The Treasurer shall immediately deposit all funds of the Association coming into the Treasurer's hands in a bank or other depository to be designated by the Board, and keep such bank account or accounts in the name of the Association. The Treasurer also shall perform such other duties as are incident to this office.

SECTION 4.6 SECRETARY The Secretary shall have the responsibility to ensure that notices required by the Bylaws are properly issued, and that the minutes of all meetings of the Board and the Members are adequately kept. The Secretary shall have responsibility for all corporate books, records and papers, any and all written contracts of the Association, and shall authenticate the records of the Association. The Secretary also shall perform such other duties as are incident to this office.

SECTION 4.7 RESIGNATION An officer of the Association may resign by delivering written notice to the Board, its chairman, the President, or the Secretary. A resignation is effective when delivered unless the notice specifies a later effective date.

SECTION 4.8 VACANCIES Vacancies among elected and appointed officers occurring during the annual terms shall be filled by the Board.

WHEN RECORDED RETURN TO:

Jeffrey L. Gage, Esq.
P.O. Box 800
Fort Wayne, Indiana 46801-0800

	OFFICIAL RECORDS OF PINAL COUNTY RECORDER
KATHLEEN C. FELIX	
DATE: 09/05/97	TIME: 1225
FEE : 78.00	
PAGES: 74	
FEE NO: 1997-030864	

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND GRANT OF EASEMENTS
FOR
VISTA DEL CORAZON**

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS	2
1.1 "Additional Property"	2
1.2 "Annual Assessment"	2
1.3 "Articles"	2
1.4 "Assessable Property"	2
1.5 "Assessment"	2
1.6 "Assessment Lien"	2
1.7 "Assessment Period"	2
1.8 "Association"	2
1.9 "Board"	2
1.10 "Bylaws"	3
1.11 "Common Area"	3
1.12 "Common Expenses"	3
1.13 "Declaration"	3
1.14 "Declarant"	3
1.15 "Design Guidelines"	3
1.16 "Design Review Committee"	3
1.17 "Developer"	3
1.18 "Exempt Property"	4
1.19 "First Mortgage"	4
1.20 "Golf Course Easement Agreement"	4
1.21 "Improvement"	4
1.22 "Land Use Classification"	4
1.23 "Lot"	4
1.24 "Maintenance Charges"	4
1.25 "Member"	4
1.26 "Membership"	5
1.27 "Mortgage"	5
1.28 "Mortgagee"	5
1.29 "Mortgagor"	5
1.30 "Owner"	5
1.31 "Person"	5
1.32 "Plat"	5
1.33 "Project" or "Property" or "Vista del Corazon"	6
1.34 "Project Documents"	6

1.35	"Purchaser"	6
1.36	"Record", "Recording", "Recorded" and "Recordation"	6
1.37	"Reimbursement Assessment"	6
1.38	"Residence"	6
1.39	"Resident"	6
1.40	"Special Assessment"	6
1.41	"Tenant"	6
1.42	"Tract Declaration"	6
1.43	"Visible From Neighboring Property"	7
1.44	"Vista del Corazon Rules"	7
1.45	"Water Tank Site"	7
2.	<u>PLAN OF DEVELOPMENT</u>	7
2.1	Property Initially Subject to the Declaration	7
2.2	Tract Declarations	7
2.3	Annexation of Additional Property	8
2.4	Withdrawal of Property	8
2.5	Declarant's Disclaimer	9
3	<u>EASEMENTS</u>	9
3.1	Owners' Easements of Enjoyment	9
3.2	Use of Facilities	10
3.3	Easements for Utilities	10
3.4	Easement for Unintended Encroachments	11
3.5	Wall or Fence Easement	11
3.6	Declarant's Use and Easement	11
3.7	Easements in Favor of Association	11
3.8	Golf Course Easements	12
3.9	Drainage Easements	12
4.	<u>LAND USE CLASSIFICATIONS: PERMITTED USES AND RESTRICTIONS: ARCHITECTURAL CONTROLS</u>	13
4.1	Land Use Classifications	13
4.2	Architectural Control	14
4.2.1	Establishment of Design Review Committee; Design Guidelines	14
4.2.2	Procedure	15
4.2.3	Review Fees	15
4.2.4	Delegation	15

4.2.5	Consents and Approvals	15
4.2.6	Non-Liability for Approval of Drawings and Specifications	15
4.2.7	Enforcement	16
4.2.8	Appointment of Design Review Committee Members	17
4.3	Animals	17
4.4	Temporary Occupancy and Temporary Buildings	17
4.5	Landscaping	18
4.6	Maintenance of Lawns and Plantings; Irrigation Methods	18
4.7	Nuisances; Construction Activities	19
4.8	Diseases; Insects; Pests	19
4.9	Repair of Building	19
4.10	Antennas and Satellite Dishes	20
4.11	Mineral Exploration	20
4.12	Trash Containers and Collection	20
4.13	Clothes Drying Facilities	20
4.14	Sports and Recreation Equipment; Basketball Hoops	20
4.15	Mechanical Appurtenances; Vents and Stack Pipes	21
4.16	Machinery and Equipment	21
4.17	Signs	21
4.18	Residential Use; Trades or Businesses	22
4.19	Violation of Law or Insurance	22
4.20	Height Limitations; No Carports	23
4.21	Restriction on Further Subdivision, Property Restrictions and Rezoning	23
4.22	Rental of Lots	23
4.23	Walls or Fences	23
4.24	Utility Service	23
4.25	Overhead Encroachments	24
4.26	Trucks, Trailers, Campers and Boats	24
4.27	Motor Vehicles	24
4.28	Parking	24
4.29	Declarant's Exemption	24
4.30	Health, Safety and Welfare	25
4.31	Model Homes	25
4.32	Lighting	25
4.33	Incidental Uses	25
4.34	Water Tank Site	26

5.	<u>ORGANIZATION OF ASSOCIATION</u>	26
5.1	Purpose of Association	26
5.2	Formation of Association	26
5.3.	Association's Rights and Powers as Set Forth in Articles and Bylaws .	26
5.4	Board of Directors and Officers	27
5.5	Vista del Corazon Rules	27
5.6	Limitation on Personal Liability	27
5.7	Easements	28
5.8	Association's Rights of Enforcement	28
5.9	Contracts with Others for Performance of Association's Duties	28
5.10	Change of Use of Association Land and Procedure Therefor	29
6.	<u>MEMBERSHIPS AND VOTING</u>	29
6.1	Owners of Lots	29
6.2	Declarant	29
6.3	Voting	29
6.3.1	Class A	29
6.3.2	Class B	29
6.4	Right to Vote	30
6.5	Membership Rights	30
6.6	Transfer of Membership	30
7.	<u>COVENANT FOR ASSESSMENTS AND CREATION OF LIEN</u>	30
7.1	Creation of Lien and Personal Obligation of Assessments and Maintenance Charges	30
7.2	Annual Assessments	31
7.2.1	Obligation to Pay	31
7.2.2	Annual Calculation	31
7.3	Determination of Annual Assessment	31
7.4	Completion of Improvements	32
7.5	Maximum Annual Assessment	32
7.6	Special Assessments for Capital Improvements and Extraordinary Expenses	34
7.7	Reimbursement Assessment	34
7.8	Notice and Quorum for Any Action Authorized Under Sections 7.5.3 and 7.6	34
7.9	Establishment of Annual Assessment Period	34
7.10	Collection Costs and Interest	35

7.11	Evidence of Payment of Annual and Special Assessments and Maintenance Charges	35
7.12	Property Exempt from Assessments and Assessment Lien	36
7.13	Subordination of Lien	36
7.14	Working Capital Fund	37
7.15	Transfer Fee	37
8.	<u>ENFORCING PAYMENT OF ASSESSMENTS AND MAINTENANCE CHARGES: ENFORCEMENT OF ASSESSMENT LIEN</u>	37
8.1	Association's Remedies to Enforce Assessments	37
8.2	Association's Remedies to Enforce Payment of Assessments and Maintenance Charges	37
8.3	Costs to be Borne by Defaulting Member	38
9.	<u>USE OF FUNDS; BORROWING POWER</u>	38
9.1	Purposes for which Association's Funds may be Used	38
9.2	Borrowing Power	38
9.3	Association's Rights in Spending Funds From Year to Year	38
9.4	Insurance	39
10	<u>MAINTENANCE</u>	39
10.1	Maintenance of Common Area by the Association	39
10.2	Board's Authority	39
10.3	Assessment of Certain Costs of Maintenance and Repair of Common Areas and Public Areas	40
10.4	Maintenance by Owners	40
10.5	Party Walls	40
10.6	Improper Maintenance and Use of Lots	41
11.	<u>DISCLAIMER REGARDING GOLF COURSES</u>	41
12.	<u>TERM; AMENDMENTS</u>	42
12.1	Term; Method of Termination	42
12.2	Amendments	43
12.3	Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions	43
12.4	Declarant's Right of Amendment	43
13.	<u>DECLARANT'S EXEMPTION</u>	44

14.	<u>RIGHTS OF FIRST MORTGAGEES</u>	44
15.	<u>INSURANCE</u>	45
15.1	Scope of Coverage	45
15.2	Certificates of Insurance	46
15.3	Payment of Premiums	46
15.4	Payment of Insurance Proceeds	46
15.5	Repair and Replacement of Damaged or Destroyed Property	46
16.	<u>GOLF COURSES</u>	47
16.1	Golf Course Easement Agreement	47
16.2	Golf Balls, Disturbances and Nuisances	47
16.3	Other Golf Course Related Provisions	48
17.	<u>MISCELLANEOUS</u>	48
17.1	Enforcement Rights	48
17.2	Interpretation of the Covenants	49
17.3	Severability	49
17.4	Rule Against Perpetuities	49
17.5	Change of Circumstances	49
17.6	References to the Covenants in Deeds	49
17.7	Successors and Assigns of Declarant	50
17.8	Gender and Number	50
17.9	Captions and Titles	50
17.10	Notices	50
17.11	No Absolute Liability	50
17.12	Interpretation of Project Documents	50
17.13	No Third-Party Beneficiaries	50
17.14	Exhibits	51
17.15	Security	51

LIST OF EXHIBITS:

Exhibit "A" Legal description of Project

Exhibit "B" Legal description of Additional Property

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND GRANT OF EASEMENTS

THIS DECLARATION is executed this 4th day of Sept., 1997, by Superstition Shadows Estates, L.L.C., as Declarant, and provides for an extensive degree of control in Declarant, including but not limited to (i) control of the Association, the type, design and location of Improvements which may be built upon the Property, and the use, and limitations upon use, of the Lots and Common Areas; (ii) substantial flexibility in developing the Property; and (iii) substantial flexibility in excluding property from or subjecting additional property to this Declaration. Each Owner, by accepting title to any portion of the Property, acknowledges, agrees to and accepts Declarant's control of the Property and the limited liability of Declarant as provided in this Declaration. Such control is an integral part of this Declaration and the general scheme of development and operation of the Property. Capitalized terms used in this paragraph and the Recitals are defined below in this Declaration.

RECITALS:

A. Declarant is the owner of certain real property in Pinal County, Arizona described on Exhibit "A" attached hereto and incorporated herein by reference, as may be reduced or expanded in size as provided in this Declaration ("Property").

B. Declarant desires to develop the Property as an exclusive residential community known as Vista del Corazon, and further desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property, and to establish a flexible and reasonable procedure for its overall development, administration, maintenance and preservation.

C. Declarant intends that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions in this Declaration, which: (i) are for the purpose of protecting the value, desirability and attractiveness of the Property; (ii) shall run with all of the real property comprising the Property; and (iii) shall be binding on and inure to the benefit of all Persons having any right, title or interest in the Property, or any part thereof, and their successors and assigns.

D. An Arizona nonprofit corporation to be known as the "Vista del Corazon Community Association", shall be the community association for purposes of, among other things: (i) holding title in fee or otherwise controlling the Common Area; (ii) the efficient preservation of the values and amenities of the Property; (iii) establishing, collecting, disbursing and enforcing the Assessments created herein, and (iv) entering into agreements, covenants, and contracts with adjacent owners of real property to address issues concerning the overall development, administration, governance and maintenance of the Property.

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

1. **DEFINITIONS** The following capitalized words, phrases or terms used in this Declaration shall have the following meanings:

1.1 "Additional Property" means (i) the real property, together with all Improvements located thereon, described on Exhibit "B", and (ii) any other real property, together with all Improvements located thereon, located not more than one-half mile from property described on Exhibit "A" or Exhibit "B".

1.2 "Annual Assessment" means the charge levied and assessed each year against each Lot or Owner pursuant to Section 7 hereof.

1.3 "Articles" means the Articles of Incorporation of the Association as the same may from time to time be amended, restated or supplemented.

1.4 "Assessable Property" means any portion of the Property, except for Exempt Property.

1.5 "Assessment" means an Annual Assessment, Special Assessment and/or Reimbursement Assessment as provided in Section 7.

1.6 "Assessment Lien" means the lien created and imposed by Section 7.1.

1.7 "Assessment Period" shall have the meaning set forth in Section 7.9

1.8 "Association" means Vista del Corazon Community Association, Inc., an Arizona nonprofit corporation, its successors and assigns.

1.9 "Board" means the Board of Directors of the Association.

1.10 "Bylaws" means the Bylaws of the Association as the same may from time to time be amended, restated or supplemented.

1.11 "Common Area" means all real property and the Improvements or amenities thereon, all easements and licenses, and all personal property and facilities, which (i) the Association owns or controls for the common use and enjoyment of all Owners (including, without limitation, areas used for roads, entryways and gates, signs for the Project, landscaping, flood control, drainage, paths, recreational areas, open space, walkways, and other areas intended for pedestrian and vehicular ingress and egress), or (ii) are otherwise designated in this Declaration as Common Area to be maintained, managed and/or supervised by the Association, or (iii) are designated as "open space" on a Plat, or (iv) are a part of the Property but are not within a Lot and are not designated as "open space" on a Plat, but are burdened by easements granted in the Golf Course Easement Agreement

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

1.13 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Grant of Easements, as amended or supplemented from time to time as permitted herein.

1.14 "Declarant" means Superstition Shadows Estates, L L.C., and any Person owning any portion of the Property to whom is expressly assigned any or all of the rights of Declarant under this Declaration by a Recorded instrument executed by Superstition Shadows Estates, L.L.C. and any successor to whom the rights of Declarant are assigned pursuant to this Section.

1.15 "Design Guidelines" means the rules and design guidelines adopted by the Design Review Committee pursuant to Section 4.2 1, as amended or supplemented from time to time.

1.16 "Design Review Committee" means the committee of the Association to be created pursuant to Section 4 2.1 of this Declaration

1.17 "Developer" means any Person (other than Declarant) who is in the business of developing, selling or leasing real property and who acquires one or more Lots in connection with, and in the ordinary course of, such business for the purpose of developing Improvements on such Lots for the sale of Residences.

1.18 "Exempt Property" means: (i) All land and improvements owned by, dedicated to and accepted by, or upon which easement rights have been granted to, the United States, the State of Arizona, Pinal County, or any political subdivision thereof, for as long as any such entity or political subdivision is the owner thereof or for so long as said dedication remains effective; (ii) all Common Area, for as long as the Association is the owner or lessee thereof; and (iii) all land and improvements owned or leased by a public service corporation providing utility services subject to regulation by the Arizona Corporation Commission (or any successor regulatory body).

1.19 "First Mortgage" means a Mortgage which is the first and most senior of all Mortgages upon the same property

1.20 "Golf Course Easement Agreement" means the Gold Canyon Ranch Resort Golf Course Easement Agreement executed February 12, 1997 by and between Superstition Shadows Estates, L L.C. and GCG Holdings, L L C , and recorded February 24, 1997 at Fee No. 1997-006174, as the same may be amended from time to time

1.21 "Improvement" means any and all buildings, fences, walls, lighting, chimneys, decks, patios, utilities, barriers, poles, recreational facilities and equipment or other structures or equipment, any swimming pools, jacuzzis or other water features, any roads, walkways, driveways or parking areas, any trees, plants, shrubs, grass or other landscaping improvements of every type and kind (including sprinkler and irrigation systems), any alteration of the natural desert vegetation on a Lot, all grading, excavation and drainage work, and other structures or improvements of any kind

1.22 "Land Use Classification" means the classification established or to be established pursuant to Section 4, which designates the type of Improvements which may be constructed on the applicable portion of the Property, and the purposes for which such Improvements and surrounding land may be utilized.

1.23 "Lot" means any portion of Vista del Corazon designated as a Lot on any Plat recorded or approved by Declarant and limited to Single Family Residential Use by the terms of this Declaration.

1.24 "Maintenance Charges" means charges made to Owners for maintenance pursuant to Sections 10.3 and 10.6.

1.25 "Member" means any person holding a Membership in the Association pursuant to this Declaration, including Class A and Class B Memberships.

1.26 "Membership" means a membership in the Association and the rights granted to the Owners and Declarant, pursuant to Section 6, to participate in the Association.

1.27 "Mortgage" means any recorded or otherwise perfected mortgage or deed of trust instrument which is not a fraudulent conveyance under Arizona law, given in good faith and for valuable consideration as security for the performance of an obligation, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code.

1.28 "Mortgagee" means the holder of a note secured by a Mortgage, including the trustee and beneficiary under any deed of trust.

1.29 "Mortgagor" means the party executing a Mortgage as obligor or the Trustor under any Deed of Trust.

1.30 "Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest in a Lot. Owner shall not include Persons having an interest in a Lot merely as security for the performance of an obligation or a Tenant. Owner shall include a purchaser under a Recorded contract for the conveyance of real property subject to the provisions of A.R.S. § 33-741, *et seq.* Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots subject to a deed of trust pursuant to Arizona Revised Statutes, Section 33-801, *et seq.*, the Trustor shall be deemed to be the Owner. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner

1.31 "Person" means a natural person, corporation, partnership, trustee, limited liability company, joint venture, or other entity capable of holding title to real property, and their respective heirs, personal representatives, successors and assigns

1.32 "Plat" means any subdivision plat Recorded against the Property, and all amendments, supplements, and corrections thereto.

1.33 "Project" or "Property" or "Vista del Corazon" means the real property described on Exhibit "A", together with all Improvements located thereon, and all real property, together with all Improvements located thereon, which may be annexed and subjected to this Declaration pursuant to Section 2.3, but excluding any real property, together with all Improvements thereon, which is withdrawn pursuant to Section 2.4

1.34 "Project Documents" means this Declaration, all Tract Declarations, the Articles, the Bylaws, Vista del Corazon Rules, and the Design Guidelines.

1.35 "Purchaser" means any Person, other than Declarant, who by means of a voluntary transfer becomes the Owner of a Lot, except for: (i) a Person who purchases a Lot and then leases it to Declarant for use as a model in connection with the sale or lease of other Lots; or (ii) a Person who, in addition to purchasing a Lot, is expressly assigned any or all of Declarant's rights as Declarant under this Declaration; or (iii) a Developer

1.36 "Record", "Recording", "Recorded" and "Recordation" means placing or having placed an instrument of public record in the office of the County Recorder of Pinal County, Arizona

1.37 "Reimbursement Assessment" means any assessment levied and assessed pursuant to Section 7.7.

1.38 "Residence" means any building, or part thereof, situated on a Lot designated and intended for use as a residence by a single family.

1.39 "Resident" means each individual occupying or residing in a Residence.

1.40 "Special Assessment" means any assessment levied and assessed pursuant to Section 7.6.

1.41 "Tenant" means any person who occupies property located on the Property under any type of rental or leasing arrangement.

1.42 "Tract Declaration" means a declaration Recorded pursuant to Section 2.2.

1.43 "Visible From Neighboring Property" means, with respect to any given Improvement or object, that such Improvement or object is or would be visible to a natural person six feet tall, standing at ground level on any part of any other Lot or the Common Area

1.44 "Vista del Corazon Rules" means the rules adopted by the Board pursuant to Section 5.5, as amended from time to time.

1.45 "Water Tank Site" means the real property within the Project to be located within "open space" shown on the Plat, as may be leased or conveyed by the Association to a public utility pursuant to Section 4.34 below for the construction of a water storage tank, an access road and related facilities approved by the Committee.

2. PLAN OF DEVELOPMENT.

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 its value and desirability. All of the property within the Project shall be held, sold, used, developed 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, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its 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 the other Project Documents. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and evidences his, her or its 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, assigns, Tenants and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, restrictive and enforceable by the Association and all Owners in the manner set forth in this Declaration.

2.2 Tract Declarations Declarant reserves the right to Record one or more Tract Declarations with respect to portions of the Project. A Tract Declaration must be executed by Declarant and by the Owners of that portion of the Project subject to such Tract Declaration, if other than Declarant. A Tract Declaration may: (a) designate Common Area; (b) establish the Land Use Classification for property subject thereto; (c) reserve or grant easements to such Persons and for such purposes as Declarant may deem appropriate; (d) impose such additional covenants, conditions and restrictions as Declarant may deem appropriate for the property

subject to the Tract Declaration; and/or (e) annex and subject the property covered thereby to this Declaration in accordance with Section 2.3. Except as otherwise expressly provided in the Tract Declaration itself, a Tract Declaration may only be amended by a written instrument executed by all of the following: (i) the Association, (ii) Declarant so long as Declarant owns any Lot in the Project; and (iii) those Owners and other Persons, if any, designated in the Tract Declaration. If Declarant no longer owns any Lot in the Project, the Association may Record a Tract Declaration, together with the Owners of the Lots subject thereto.

2.3 Annexation of Additional Property

2.3.1 At any time on or before December 31, 2007, Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Property without the consent of any other Owner or Person other than the Person who owns the property to be annexed, if other than Declarant. The annexation of all or any portion of the Additional Property shall be effected by Declarant Recording a written instrument (which may be, but shall not be required to be, a Tract Declaration) setting forth the legal description of the Additional Property being annexed and stating that such portion of the Additional Property is annexed into the Project and is subjected to the Declaration.

2.3.2 The Additional Property may be annexed as a whole, or in one or more portions at different times, or it may never be annexed, and there are no limitations upon the order of annexation or the boundaries thereof. Property annexed by Declarant pursuant to this Section 2.3 need not be contiguous with other portions of the Property, and the exercise of the right of annexation as to any portion of the Additional Property shall not bar the further exercise of the right of annexation as to any other portion of the Additional Property. Declarant makes no assurances as to which part of the Additional Property, if any, will be annexed.

2.3.3 The voting rights of the Owners of Lots annexed pursuant to this Section shall be effective as of the date the written instrument annexing such Additional Property is recorded by Declarant.

2.3.4 If Declarant no longer owns any Lot, the Association shall have the rights of annexation described herein.

2.4 Withdrawal of Property At any time on or before December 31, 2007, Declarant shall have the right to withdraw from the Project property designated by Declarant without the consent of any other Owner or Person (other than the Owner of such property, if other than Declarant). The withdrawal of any portion of the Project shall be effected by Declarant Recording a written instrument setting forth the legal description of the property being

withdrawn and specifically stating that such property is being withdrawn from the Project. Upon the withdrawal of any property from the Project pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth in this Declaration.

2.5 Declarant's Disclaimer Declarant makes no representations or warranties whatsoever that: (a) the Project will be completed in accordance with the plans for the Project as they exist on the date of Recording of this Declaration or any Plat; (b) any property subject to this Declaration will be committed to or developed for a particular use or for any use, (c) any property not now subject to this Declaration will be subjected to the provisions hereof, or (d) the use of any property subject to this Declaration will not be changed in the future. Nothing contained in this Declaration and nothing which may be represented to a purchaser by real estate brokers or salespersons representing Declarant or any Developer shall be deemed to create any covenants or restrictions, express or implied, with respect to the use of any Property subject to this Declaration or of any part of the Additional Property

3. EASEMENTS

3.1 Owners' Easements of Enjoyment. Subject to the rights and easements granted to Declarant in Section 3.6 and the golf course easements referred to in Section 3.8, every Member shall have a non-exclusive right and easement of enjoyment in, and to and over the Common Area, including without limitation, all roads, for the benefit of such Member and the invitees, Tenants and Residents thereof, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration including, without limitation, the following:

3.1.1 The Association shall have the right to suspend the voting rights and the right to use any recreational facilities which may be located in the Common Area by any Member and the invitees, Tenants and Residents thereof (i) for any period during which any Assessment against his Lot remains delinquent, (ii) for a period not to exceed 60 days for any infraction of this Declaration or the Vista del Corazon Rules, or (iii) for successive 60-day periods if any such infraction is not corrected during any preceding suspension period.

3.1.2 Declarant or the Association shall have the right to dedicate or transfer portions of the Common Area to any public agency, public authority, or utility for such purposes and subject to such conditions as may be agreed to by Declarant or the Association, as the case may be. Any conveyance or encumbrance of the Common Area is subject to each Owner's easement of ingress or egress over and upon all roads providing access to such Owner's Lot. Unless otherwise required by zoning stipulations or agreements with Pinal County effective

prior to the date hereof or specified on a recorded subdivision Plat, no such dedication or transfer shall be effective unless an instrument signed by Owners representing two-thirds (2/3) of the votes in each class of Members agreeing to such dedication or transfer has been Recorded. However, the Association shall have authority, without the consent of the Members or any other Person, to transfer to such public agencies, public authorities or utilities, such easements and rights-of-way as may be required or requested by Pinal County or any municipal or other governmental agency having jurisdiction in connection with or at the time of the development of portions of the Property which are intended to benefit Vista del Corazon and which do not have any substantial adverse affect on the enjoyment of the Common Area by the Owners. Section 4 34 shall prevail over this Section

3.1.3 The Association shall have the right to regulate the use of the Common Area through the Vista del Corazon Rules and to prohibit access to those Common Areas, such as landscaped rights-of-way, the Water Tank Site and drainage facilities, not intended for use by the Owners, Tenants or Residents. The Vista del Corazon Rules shall be used, in the absolute discretion of the Board, to enhance the use and preservation of the Common Area and the safety and convenience of the users thereof, or otherwise shall be used to promote the best interests of the Owners, Tenants and Residents

3.1.4 Declarant and the Association shall each have the right to grant easements or licenses for the construction of Improvements on the Common Area, and Declarant and the Association shall each have the right to grant ingress and egress easements over the streets and roads in the Project to Persons who are not Owners or Members of the Association.

3.1.5 Declarant and/or the Association shall each have the right to convey certain portions of the Common Area (i) to Owners of adjoining Lots in connection with the correction or adjustment of any boundary between Common Area and any one or more adjoining Lots, and (ii) to the grantee of the Golf Course Easements if Declarant or the Association elects, in their sole discretion, to convey portions of the Common Area burdened by the Golf Course Easements to the grantee thereof

3.2 Use of Facilities All Tenants and Residents permitted to do so by their respective Owners shall have the right to use, in accordance with the Vista del Corazon Rules and the limitations contained in this Declaration, the Common Area

3.3 Easements for Utilities. There is hereby created an easement upon, across, over and under those portions of the Property designated on the Plat as a "public utility easement" or "PUE" for the purposes of installing, construction, replacing, repairing, maintaining and operating all utilities serving the Project (whether public or private), including,

but not limited to, water, sewer, gas, telephone, electricity, cable (including, but not limited to, television cable), security systems, and communication lines and systems, and in addition thereto for the use of emergency vehicles of all types. All sewers, electrical lines, water lines, telephone cable, or other utility or service lines must be installed or located on the Common Area or Lots below ground in the manner initially designed, approved and/or constructed by Declarant or as approved by the Design Review Committee, which may permit a limited number of permanent utility facilities above ground and temporary power and telephone structures incident to the construction of buildings or structures.

3.4 Easement for Unintended Encroachments. To the extent that Improvements on any Lot or portion of the Common Area encroaches on any other Lot or portion of the Common Area as a result of original construction, shifting or settling, or alteration or restoration authorized by this Declaration or any reason other than the intentional or knowing encroachment on the Common Area or any Lot by an Owner, a valid easement for the encroachment, and for the maintenance thereof is hereby granted by the Owner of the servient tenement

3.5 Wall or Fence Easement. There is hereby created an affirmative easement in favor of Declarant, the Association, and its agents, employees and independent contractors, upon, over and across the Common Area and each Lot affected for purposes of reasonable ingress, egress, installation, replacement, maintenance and repair of a perimeter wall, fence, gate or other boundary control for the Property, which Declarant and/or the Association may elect to install in their sole discretion

3.6 Declarant's Use and Easement Declarant shall have the right and a non-exclusive easement appurtenant to all portions of the Property owned by Declarant, for its benefit and for use by its employees, contractors, agents and invitees, (i) for ingress, egress and the installation and maintenance by Declarant of utilities and drainageway facilities, which easement burdens all Common Area, including, but not limited to, private streets, and (ii) to go over, under and across, and to enter and remain upon, all Common Area and all unoccupied Lots for all purposes reasonably related to Declarant's rights and obligations under this Declaration, and (iii) to go over, upon and across the Common Area and all unoccupied Lots for Declarant's development, operation, management, administration, maintenance, advertisement, sale, rental and use of the Property, as permitted under this Declaration.

3.7 Easements in Favor of Association. The Lots and Common Area are hereby made subject to non-exclusive easements in favor of the Association and its directors, officers, employees and designated agents and independent contractors for the following purposes:

3.7.1 Except for inside of buildings, for inspection during reasonable hours of the Lots and Common Area in order to verify the performance of Owners or other Persons of all items of maintenance and repair for which they are responsible.

3.7.2 For inspection, maintenance, repair and replacement of portions of the Common Area accessible only from such Lots.

3.7.3 For correction of emergency conditions on one or more Lots or Common Area.

3.7.4 For the purpose of enabling the Association, the Board, the Design Review Committee or any other committees appointed by the Board to exercise and discharge during reasonable hours their respective rights, powers and duties under the Project Documents

3.7.5 For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners, Tenants and Residents, and their guests and invitees, are complying with the provisions of the Project Documents.

3.8 **Golf Course Easements.** Pursuant to the Golf Course Easement Agreement, Declarant has granted certain golf course easements in favor of the owner of the golf course adjacent to or surrounded by the Project for golf cart paths and related improvements and certain encroachments on the Lots and Common Area abutting or adjacent to the golf course property, which easements are described thereon ("Golf Course Easements"). Each Owner of a Lot subject to the Golf Course Easements shall perform the duties of the grantor under the Golf Course Easement Agreement applicable to such Owner's Lot, except to the extent the Association, in its discretion, assumes such duties in a recorded document or by the terms of this Declaration. Owners shall contact the Design Review Committee to determine the physical location of any golf course easements prior to commencement of any Improvements. All landscaping, alterations, and other Improvements, including but not limited to, walls or fences approved by the Design Review Committee within the Golf Course Easement areas, will not constitute an assurance that the same constitute a reasonable use thereof as permitted by the Golf Course Easement Agreement.

3.9 **Drainage Easements.** Declarant grants to the Association for its benefit and the benefit of Pinal County and the Owners, a perpetual non-exclusive easement upon, over, under and across those portions of the Property designated on the Plat as a "drainage easement" for the purpose of accepting and transporting storm water from portions of the Project and for installing, maintaining, replacing and repairing above ground and below ground drainage facilities, including without limitation, drainage pipes, lines, drains, grates, culverts, retention

basins and similar structures and facilities, together with the right of ingress and egress over and upon such drainage easement areas and the Common Areas to perform the installation, maintenance, replacement or repair. No Improvements may be installed, erected or maintained or any obstructions allowed within such drainage easement areas unless approved by the Design Review Committee pursuant to Article 4 and by Pinal County; provided that Declarant may install signage, decorative entry walls and other entryway improvements, and lighted landscaping within such drainage easement areas, if approved by Pinal County, all of which will be maintained by the Association. The exercise of the easement rights granted herein shall be subject to the right of the Design Review Committee to review drainage plans for each Lot pursuant to Section 4, and compliance by each Owner benefitted by such easement with the requirements of Pinal County.

**4. LAND USE CLASSIFICATIONS: PERMITTED USES AND RESTRICTIONS:
ARCHITECTURAL CONTROLS.**

4 1 Land Use Classifications As portions of Vista del Corazon are readied for development, the Land Use Classifications, restrictions, additional easements or rights-of-way and other matters, including new restrictions therefor, may be fixed or modified by Declarant in a Tract Declaration which may be recorded for that portion of Vista del Corazon. Any such Tract Declaration shall be construed as a supplement to this Declaration and fully a part hereof for all purposes to the same extent as if all of the provisions thereof were set forth in this Declaration. In exercising its authority to record Tract Declarations, Declarant shall not impose any new land use classifications or new restrictions which are not generally in conformance with then-existing uses and restrictions applicable to Vista del Corazon or with the scheme of development contemplated by this Declaration. The land use classifications for Lots and Common Area established by a Tract Declaration shall not be changed except as specifically permitted by this Declaration. Contemplated Land Use Classifications are as follows:

4.1.1 Single Family Residential Use, which will apply only to Lots

4.1.2 Association Use, which will apply only to Common Area

4 1 3 Water Tank Site Use, which will apply only to the Water Tank Site, subject to Section 4.34.

Unless otherwise specifically provided in Section 4.33 or elsewhere in this Declaration, the definitions and characteristics of such Land Use Classifications, and specific permitted and prohibited uses in such Classifications, shall be determined in the Tract Declaration. All Tract Declarations shall be subject to applicable zoning laws and to this Declaration.

Unless and until a Tract Declaration is Recorded, however, all Lots shall be used for Single Family Residential Use, and all Common Area and the "putting course" area shown on the Plat shall be used for Association Use.

4.2 Architectural Control. Except for Improvements constructed, installed, replaced or altered by Declarant, (i) all Improvements shall be commenced, erected, maintained, improved, altered, or made within the Project only with the prior written approval of the Design Review Committee, and in compliance with the Design Guidelines, including without limitation, requirements relating to Building Envelopes, Natural Areas, Transitional Access and Private Areas on each Lot (as those terms are defined from time to time in the Design Guidelines), and (ii) all subsequent additions to or changes or alterations in any Improvements, including exterior color scheme or a change in exterior materials, and all changes in the grade of Lots, but excluding alterations inside of a building or structure which are not Visible from Neighboring Property, shall be subject to the prior written approval of the Design Review Committee and shall be performed in compliance with the Design Guidelines. No changes or deviations in or from the plans and specifications once approved by the Design Review Committee shall be made without prior written approval of the Design Review Committee

4.2.1 Establishment of Design Review Committee; Design Guidelines

Declarant shall establish and appoint the initial members of a Design Review Committee to perform the functions of the Design Review Committee set forth in this Declaration. The Design Review Committee shall consist of at least three (3) members or such additional number of regular members and alternate members as Declarant may designate, and all such members shall be appointed by Declarant until Section 4.2.8 applies. The appointees need not be architects, Owners, or Residents and do not need to possess any special qualifications of any type except such as Declarant may, in its discretion, require. The Design Review Committee shall hold regular meetings. A quorum for each such meeting shall consist of fifty percent (50%) or more of the regular members, and the concurrence of a majority of the quorum present shall be necessary for any decision of the Design Review Committee. An alternate member, approved by Declarant, may participate at any meeting at which there is not a quorum of regular members present, and the presence of such alternate member will constitute a quorum and the alternate member shall have the authority of a regular member while so participating. The Design Review Committee shall promulgate architectural guidelines and design standards with review, approval and enforcement procedures (which may include fines) to be used in rendering and enforcing its decisions which may be modified from time to time ("Design Guidelines"). The Design Guidelines and all modifications must be approved by the Declarant until Declarant no longer has Class B membership; thereafter the same must be approved by the Board. The Design Guidelines adopted and approved pursuant to this Declaration may also prohibit, regulate

and/or control certain Improvements and uses, in addition to the restrictions and limitations set forth in this Declaration.

4.2.2 Procedure. Any Owner or other Person desiring an approval from the Design Review Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which requires the approval of the Design Review Committee as set forth above or in the Design Guidelines, shall (i) submit to the Design Review Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change, replacement or other work which such Owner or other Person desires to perform, together with any additional information, plans and specifications which the Design Review Committee may reasonably request, and (ii) comply with all other design review procedures and requirements in the Design Guidelines.

4.2.3 Review Fees. The Design Review Committee may assess reasonable fees in connection with its review of drawings, plans and specifications

4.2.4 Delegation. The Design Review Committee may delegate all or a portion of its review and approval responsibilities for drawings, plans and specifications, except final review and approval, to one or more of its members or architectural consultants retained by the Design Review Committee

4.2.5 Consents and Approvals. Any consent or approval of the Design Review Committee which is required under this Declaration shall not be effective unless it is in writing and signed by the Design Review Committee, or by the person to whom responsibility for the particular consent or approval has been delegated under Section 4.2.4.

4.2.6 Non-Liability for Approval of Drawings and Specifications. DRAWINGS AND SPECIFICATIONS SHALL BE APPROVED BY THE DESIGN REVIEW COMMITTEE AS TO STYLE, EXTERIOR DESIGN, COLORS, APPEARANCE AND LOCATION, AND ARE NOT APPROVED FOR ENGINEERING DESIGN OR INTEGRITY OR FOR COMPLIANCE WITH ZONING AND BUILDING ORDINANCES, FIRE CODES OR OTHER APPLICABLE LAWS AND CODES. BY APPROVING SUCH DRAWINGS, PLANS AND SPECIFICATIONS, (i) THE DESIGN REVIEW COMMITTEE AND THE MEMBERS THEREOF, THE ASSOCIATION, AND THE MEMBERS THEREOF, THE BOARD, OFFICERS AND DIRECTORS OF THE ASSOCIATION, AND THE DECLARANT, ITS MEMBERS, EMPLOYEES AND AGENTS, DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY THEREFOR, OR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH DRAWINGS, PLANS AND SPECIFICATIONS, AND (ii) SHALL NOT BE LIABLE TO ANY OWNER OR OTHER PERSON FOR ANY

DAMAGE, EXPENSE, LOSS OR PREJUDICE SUFFERED OR CLAIMED ON ACCOUNT OF OR ARISING FROM (A) THE APPROVAL OR DISAPPROVAL OF ANY DRAWINGS AND SPECIFICATIONS, WHETHER OR NOT DEFECTIVE, (B) THE CONSTRUCTION OR PERFORMANCE OF ANY WORK, WHETHER OR NOT PURSUANT TO APPROVED DRAWINGS, PLANS AND SPECIFICATIONS, (C) THE CHANGE IN THE SIZE, CONFIGURATION OR LOCATION OF ANY BUILDING OR THE CHANGING OF THE NATURAL GRADE OF, AND/OR THE COMPACTING OF ANY SOIL ON, ANY LOT, OR (D) THE EXECUTION AND FILING OF AN ESTOPPEL CERTIFICATE, IF ONE IS PROVIDED IN THE DISCRETION OF THE DESIGN REVIEW COMMITTEE, THE ASSOCIATION OR THE BOARD, WHETHER OR NOT THE FACTS THEREIN ARE CORRECT; PROVIDED, HOWEVER, THAT SUCH ACTION, WITH THE ACTUAL KNOWLEDGE POSSESSED BY THE INDIVIDUAL ACTING, WAS TAKEN IN GOOD FAITH. APPROVAL OF DRAWINGS, PLANS AND SPECIFICATIONS BY THE DESIGN REVIEW COMMITTEE, OR THE APPROVAL OF ANY CHANGE IN THE SIZE, CONFIGURATION OR LOCATION OF ANY BUILDING OR OTHER IMPROVEMENT, OR A CHANGE IN THE NATURAL GRADE OF ANY LOT IS NOT, AND SHALL NOT BE DEEMED TO BE, A REPRESENTATION OR WARRANTY THAT SAID DRAWINGS, PLANS, SPECIFICATIONS OR CHANGES COMPLY WITH APPLICABLE GOVERNMENTAL ORDINANCES OR REGULATIONS INCLUDING, BUT NOT LIMITED TO, ZONING ORDINANCES, FIRE CODES AND BUILDING CODES.

4.2.7 Enforcement Any structure or other Improvement installed, made or constructed in violation of this Section or the Design Guidelines shall be deemed to be nonconforming. Upon written request from the Board or Declarant (or the Design Review Committee if the Board or Declarant authorizes it to do so), the Owner(s) thereof shall, at its or their own cost and expense, remove such structure or other Improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the nonconforming Lot, remove the violation, and restore the property to substantially the same condition as previously existed. The Board shall establish rules for notice and opportunity to be heard prior to action by the Board. All costs, together with interest thereon at the rate adopted by the Board, and all fines imposed as permitted by this Declaration may be assessed against the nonconforming Lot and the Owner thereof, and collected as provided in Section 8.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCES, THE BOARD OR DECLARANT MAY, IN ADDITION TO THE FOREGOING RIGHTS, FIX AND LEVY (AND/OR AUTHORIZE THE DESIGN REVIEW

COMMITTEE TO LEVY) FINES OF UP TO \$10,000 AGAINST THE OWNER(S) OF THE NONCONFORMING LOT FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DESIGN REVIEW COMMITTEE OR FAILURE TO COMPLY WITH THE REQUIREMENTS OF SUCH APPROVALS OR THE DESIGN GUIDELINES WHICH MAY REQUIRE SECURITY DEPOSITS OR SURETY BONDS TO ASSURE COMPLIANCE WITH THE DESIGN GUIDELINES.

4.2.8 Appointment of Design Review Committee Members. Design Review Committee members are appointed by Declarant and may be replaced at the discretion of Declarant as provided in Section 4.2.1. Declarant's right to appoint Design Review Committee members as provided in Section 4.2.1 shall cease and the Board shall be vested with that right and all other rights of Declarant pertaining to the Design Review Committee as stated in this Article 4, at such time Declarant no longer owns any property in Vista del Corazon, or when such right is expressly relinquished by Declarant to the Board in writing, whichever condition occurs first.

4.3 Animals. No animal, bird, fowl, poultry or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. No house or yard pets 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 house or yard pets shall be maintained so as to be Visible From Neighboring Property Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular house or yard pet is a generally recognized house or yard pet, whether such a pet is 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 in the same manner as other restrictions contained in this Declaration

4.4 Temporary Occupancy and Temporary Buildings No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used within the Project at any time for a residence, either on a temporary or permanent basis. Temporary buildings or structures used by Developer or contractors for non-residential purposes during the construction of an Improvement on any Lot shall be installed and maintained in accordance with the Design Guidelines and shall be removed immediately after the completion of construction.

4.5 Landscaping . Each Owner of a Lot shall install and substantially complete the landscaping in the front of the Residence and within any other areas of the Lot approved by the Design Review Committee which are Visible From Neighboring Property or visible from Common Area, including any landscaping necessary to satisfy screening requirements imposed by the Design Review Committee and/or set forth in the Design Guidelines, within three (3) months of occupancy of the Residence on a Lot or within six (6) months after the substantial completion of an unsold Residence, except that landscaping shall be limited in the drainage easements and Golf Course Easements as provided in Sections 3.8 and 3.9. All landscaping plans shall be submitted to the Design Review Committee for written approval prior to commencement of the landscaping, as provided in Section 4.2. If any Owner does not install and complete approved landscaping within the applicable three-month or six-month period described, Declarant, or the Association, after giving the Owner thirty (30) days written notice to cure any such default, shall have the right to cause the necessary landscaping work to be done. The Owner in default shall be responsible for the cost thereof and the parties expending funds for such work shall have a lien on the defaulting Owner's Lot for the funds expended together with interest thereon at the rate set by the Board until paid, and all such amounts shall constitute a Reimbursement Assessment pursuant to Section 7.7

4.6 Maintenance of Lawns and Plantings; Irrigation Methods. Subject to Section 4.2 and the requirements of the Design Guidelines regarding natural desert vegetation and the Natural Area (as defined in the Design Guidelines), each Owner of a Lot shall keep neatly maintained, properly cultivated and free of trash and other unsightly material, all shrubs, trees, cacti, hedges, grass and plantings of every kind located on.

4.6.1 Such Owner's Lot (including Golf Course Easement areas to the extent required by the Golf Course Easement Agreement, except as may be performed by the Association as set forth in this Declaration), provided that no irrigation or sprinkling of the Natural Area (as defined in the Design Guidelines) on a Lot shall be permitted, unless approved in each instance by the Committee;

4.6.2 Planted public right-of-way areas between sidewalks (or bike paths) and the street curb in front of his property, if any,

4.6.3 Any other public right-of-way, drainage easement or other easement area which abuts the Owner's Lot and which is located between the boundary line of his Lot and the paved area of any street, sidewalk, path or similar area, and

4.6.4 Any non-street public right-of-way or easement area adjacent to his Lot;

provided, however, that such Owner shall not be responsible for maintenance of any area over which (i) the Association assumes the responsibility in writing, (ii) the Association has been given such responsibility by a Recorded instrument as provided in Section 101 below, or (iii) Pinal County assumes responsibility, for so long as the Association or government entity assumes or has responsibility as provided in subsections (i), (ii) or (iii). The Design Review Committee may require landscaping by the Owner of all or a portion of those areas described in Sections 4.6.1, 4.6.2, and 4.6.3 above.

4.7 Nuisances; Construction Activities. No Owner, Resident or other Person shall allow or cause rubbish or debris of any kind to be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, sirens, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes and stereo speakers used in a reasonable manner which is not offensive or detrimental, shall be located, used or placed on any Lot. Normal construction activities and parking in connection with the building of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, and trash and debris shall be stored and removed in the manner provided in the Design Guidelines. In addition, any construction trailers, portable field offices, construction equipment and building materials stored or kept on any Lot during construction of Improvements may be kept thereon but only in areas approved by the Design Review Committee, which may also require screening of the storage areas. The Board in its sole discretion shall have the right to determine whether any such nuisance or other offensive or detrimental activity or condition exists.

4.8 Diseases; Insects; Pests No Person shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects or pests.

4.9 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with the plans and specifications therefor approved by the Design Review Committee. If any building or structure is damaged or destroyed, then, subject to the approvals required by Section 4.2

above and the Design Guidelines, such building or structure shall be immediately (i) repaired or rebuilt, or (ii) demolished.

4.10 Antennas and Satellite Dishes. No type of antenna, dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation which are Visible From Neighboring Property shall be erected, used or maintained outdoors on any Lot, nor attached to the roof of a building or structure. The Design Review Committee shall determine whether any antenna, dish or other device is Visible From Neighboring Property and whether screening is aesthetically acceptable

4.11 Mineral Exploration No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind, except for drilling related to soil testing for the construction of Improvements, and excavation work related to constructing Improvements.

4.12 Trash Containers and Collection. No garbage or trash shall be placed, kept, dumped or buried on any Lot, except that the same may be stored in covered containers of a type, size and style which are approved by the Design Review Committee. 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 for the shortest time reasonably necessary to effect such collection, and except for neatly maintained construction bins placed thereon by a Developer or an Owner's contractor for the construction of Improvements in compliance with the Design Guidelines. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

4.13 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot unless they are approved by the Design Review Committee and are erected, placed and maintained exclusively within a fenced yard or otherwise concealed and they are not Visible From Neighboring Property.

4.14 Sports and Recreation Equipment; Basketball Hoops. No structure, equipment or apparatus Visible From Neighboring Property or from the street shall be permitted except as may be allowed in the Design Guidelines and except with the prior approval of the Design Review Committee, including but not limited to, sport courts, tennis and basketball courts, exercise equipment, and children's playground equipment. The location and design of any swimming pool or jacuzzi shall be approved by the Design Review Committee. No basketball hoops may be mounted on the roofs or attached to a residence. Subject to the Design

Guidelines, portable basketball hoops shall be permitted and permanent structures may be permitted, if not attached to a residence.

4.15 Mechanical Appurtenances; Vents and Stack Pipes. No mechanical appurtenance (air conditioning/heating units, etc.) shall be mounted on or attached to any roof. Stack pipes and mechanical vents shall be limited in number and shall be regulated by the Design Guidelines.

4.16 Machinery and Equipment Except motor vehicles, which shall be governed by Section 4.27, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) 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; (ii) that which Declarant or the Association may require for the development, operation and maintenance of Vista del Corazon; or (iii) that used in connection with the exercise of rights granted by the Golf Course Easement Agreement, but only if used in compliance therewith.

4.17 Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot except:

4.17.1 Signs required by legal proceedings.

4.17.2 Residential identification signs if the nature, number, size, color, design, content and location of such signs have been approved by the Design Review Committee.

4.17.3 Temporary signs (including "for sale," "open house," and "for lease" signs) if the nature, number, location, hours, and days of which have been approved in advance and in writing by the Design Review Committee

4.17.4 Signs of Developers and/or the contractors of an Owner on any Lot if approved from time to time by the Design Review Committee as to nature, number, size, colors, design, message content, location, type and duration.

4.17.5 Such other signs (including, without limitation, construction job identification signs, builder signs, and subdivision signs), which are in conformance with the requirements of Pinal County and which have been approved in writing by the Design Review Committee as to nature, number, size, color, design, message content, location and duration

4.18 Residential Use; Trades or Businesses. All Lots may be used only for the construction and occupancy of single family detached Residences and typical residential activities incidental thereto, such as the construction and use of a family swimming pool. No trade or business may be conducted on any Lot or in or from any Residence, except that an Owner or other Resident may conduct a business activity in a Residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity conforms to all applicable zoning ordinances and other governmental requirements; (c) the business activity does not involve the door-to-door solicitation of Owners or other Residents in the Project; (d) the use of a Residence for trade or business shall in no way destroy or be incompatible with the residential character of the Residence or the surrounding neighborhood; (e) the trade or business shall be conducted only inside the Residence or inside an accessory building or garage, and shall not involve the viewing, purchase, shipping or taking delivery of goods or merchandise at, to, from or in any Residence; (f) the trade or business shall be conducted by a Resident or Residents of the Residence with no more than one (1) employee working in or from such Residence who is not a Resident thereof; (g) the Residence used for trade or business shall not be used as a storage facility for a business conducted elsewhere; (h) the volume of vehicular or pedestrian traffic or parking generated by such trade or business shall not result in congestion or be in excess of what is customary in a residential neighborhood like Vista del Corazon; (i) a trade or business shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and (j) a trade or business shall not utilize large vehicles not customary to a residential use. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, 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 for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged on a full or part time basis; (ii) such activity is intended to or does generate a profit; or (iii) a license is required for such activity. Construction of a Residence by a Developer who does not use the same for other business purposes, and the leasing of a Residence by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

4.19 Violation of Law or Insurance. No Owner shall permit anything to be done or kept in or upon his Lot or in or upon any Common Area which will result in the cancellation, or increase in premium, or reduction in coverage of insurance, maintained by Association or which would be in violation of law

4.20 Height Limitations; No Carports. Single-family dwellings constructed on any Lots shall be of permanent construction, and shall comply with all height limitations set forth in the Design Guidelines. All structures shall be constructed of materials set forth in the Design Guidelines. Carports are prohibited and fully enclosed garages are required on each Lot. Model homes shall be governed by Section 4.31 below.

4.21 Restriction on Further Subdivision, Property Restrictions and Rezoning No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision shall not, in any way, limit Declarant from subdividing or separating into Lots any property at any time owned by Declarant. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other Person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions or easements Recorded without such approval being evidenced thereon shall be null and void. Except if filed by Declarant, no application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Design Review Committee and the proposed use otherwise complies with this Declaration.

4.22 Rental of Lots. Only the entire Lot, together with the Improvements thereon, may be rented. Each Owner who leases or otherwise grants occupancy rights to his Lot to any Person shall be responsible for assuring compliance by the Resident with all of the provisions of this Declaration, and each Owner shall be jointly and severally responsible for any violations thereof by its Resident. An Owner who leases a Lot shall notify and provide the Association with the names of the Tenants and each permitted Resident.

4.23 Walls or Fences. No walls or fences shall be constructed or maintained on a Lot except as may be permitted by the Design Guidelines, and only if approved in advance by the Design Review Committee.

4.24 Utility Service. No lines, wires, or other devices or facilities 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 Lot 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 Design Review 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 or a limited number of utility

facilities of a permanent nature above ground, if approved by the Design Review Committee in each instance.

4.25 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet without the prior approval of the Design Review Committee.

4.26 Trucks, Trailers, Campers and Boats No mobile home, travel trailer, motor home, tent trailer, trailer, camper shell, detached camper, semi-trailer and/or tractor cab, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street in Vista del Corazon so as to be Visible From Neighboring Property; provided, however, the provisions of this Section shall not apply to pickup trucks with no more than two axles and not exceeding 7 feet in height measured from ground level and mini-motor homes not exceeding 7 feet in height and 18 feet in length which are parked as provided in Section 4.28 below and are used on a regular and recurring basis for basic transportation.

4.27 Motor Vehicles No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired anywhere within the Common Area or upon any Lot or street in Vista del Corazon, and no inoperable or unlicensed vehicle may be stored or parked anywhere within the Common Area or on any portions of such Lot or street so as to be Visible From Neighboring Property or to be visible from Common Area or streets; provided, however, that the provisions of this Section shall not apply to (i) emergency vehicle repairs; and (ii) vehicles parked in garages on Lots so long as such vehicles are in good operating condition and appearance.

4.28 Parking It is the intent of Declarant to restrict on-street parking as much as possible. Subject to Section 4.27 and any additional restrictions set forth in the Design Guidelines, vehicles of all Owners, Tenants and Residents, and of their employees, guests and invitees, are to be kept in garages or residential driveways of the Owner, and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot.

4.29 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within Vista del Corazon.

4.30 Health, Safety and Welfare. If any additional uses, activities, and facilities are deemed by the Board to be a nuisance or to affect adversely the health, safety or welfare of Owners and Residents or their enjoyment of Vista del Corazon, the Board may make rules restricting or regulating their presence in Vista del Corazon as part of the Vista del Corazon Rules, or may make rules governing their presence on Lots.

4.31 Model Homes. The provisions of this Declaration which prohibit non-residential use of Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by Declarant or by Developers engaged in the construction of Residences in Vista del Corazon and parking incidental to the visiting of such model homes so long as (i) the location and construction of such model homes are approved by the Design Review Committee prior to construction, (ii) the opening and closing hours are approved by the Design Review Committee, and the construction, operation and maintenance of such model homes otherwise comply with all of the provisions of this Declaration and the Design Guidelines. The Design Review Committee may also permit Lots and other areas in the Project to be used for parking in connection with the showing of model homes so long as such parking and parking areas are in compliance with the ordinances of Pinal County and any rules of the Design Review Committee, and the Owner of such areas consents thereto. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner or Developer thereof is not actively engaged in the construction and sale of single family residences in Vista del Corazon, and no home shall be used as a model home for the sale of homes not located at Vista del Corazon.

4.32 Lighting Owners shall be permitted to install such security lights or decorative lighting as may be permitted by the Design Guidelines, if approved in advance by the Design Review Committee as therein provided and if the same comply with the rules and regulations of Pinal County.

4.33 Incidental Uses. The Design Review Committee may approve uses of property within a Land Use Classification which are incidental to the full enjoyment by the Owners or Residents of the property within that Land Use Classification. Such approval may be subject to such regulations, limitations and restrictions, including termination of the use, as the Design Review Committee may wish to impose, in its sole discretion, for the benefit of Vista del Corazon as a whole. By way of example and not of limitation, a use which the Design Review Committee may permit is a sales, information and marketing center operated by Declarant within an area having a land use classification of Association Use. Declarant intends to utilize a Lot or Lots for information and marketing related activities and reserves the right for such use until Declarant no longer owns any Lots for initial sale to Purchasers.

4.34 Water Tank Site. This Section shall prevail over any other provision of this Declaration. Declarant presently anticipates that a portion of the Common Area designated as "open space" adjacent to or near Lots 43, 44, 45, 47, 48, 69, 70 and 71 will be leased or conveyed to a public service corporation providing water service to the Project and other property in the vicinity of the Project to construct and maintain a water storage tank site. Declarant and/or the Association shall have the right to specifically describe and then lease or convey such portion of the Common Area for a water storage tank site and access road ("Water Tank Site") subject to all terms, conditions and limitations as Declarant or the Association may deem appropriate in their discretion, which may include (i) a designation of the Water Tank Site as Exempt Property, (ii) restrictions on use of the Water Tank Site as Common Area by Owners, Residents and other Persons, (iii) requirements that visibility and use of the water storage tank and the access road be minimized to preserve the natural desert appearance and limit the affect of such use on adjacent portions of Vista del Corazon, (iv) a requirement that the lease will terminate or the conveyance will revert if the Water Tank Site is no longer used for its intended purpose, and (v) that the Water Tank Site may be exempt from specified provisions of this Declaration.

5. ORGANIZATION OF ASSOCIATION

5.1 Purpose of Association. The Association shall be incorporated as a nonprofit corporation to serve as the governing body for all of the Owners for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Property, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, and other matters as provided in the Declaration, Articles, Bylaws, Vista del Corazon Rules and Design Guidelines. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of the Project Documents.

5.2 Formation of Association. The Association shall be a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.3 Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, to the extent such Articles and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. So long as Declarant has a Class B Membership, Declarant shall appoint the Board. After Declarant no longer has a Class B membership, the Owners shall appoint the Board. The Board shall have the power to levy reasonable fines against an Owner for a violation of this Declaration or other Project Documents, by the Owner or a Tenant or any Resident of the Owner's Lot, provided the Owner is given notice and an opportunity to be heard. The Board may also appoint various committees and appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager or any other employee of the Association.

5.5 Vista del Corazon Rules. The Board may from time to time adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Common Area including, but not limited to, any recreational facilities situated upon the Common Area; (ii) minimum standards for maintenance of Lots; (iii) the health, safety or welfare of the Owners, Tenants and Residents, or (iv) restrictions on the use of Lots. In the event of any inconsistency between the provisions of this Declaration and the Vista del Corazon Rules, the provisions of this Declaration shall prevail. The Vista del Corazon Rules shall not discriminate among Members. The Vista del Corazon Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions, and restrictions set forth in this Declaration.

5.6 Limitation on Personal Liability. NO MEMBER OF THE BOARD OR OF ANY COMMITTEE OF THE ASSOCIATION, NO OFFICER OF THE ASSOCIATION, AND NO MANAGER, MANAGEMENT COMPANY AND ITS EMPLOYEES, OR OTHER EMPLOYEE OF THE ASSOCIATION SHALL BE PERSONALLY LIABLE TO ANY MEMBER, OR TO ANY OTHER PERSON, INCLUDING THE ASSOCIATION, FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED OR CLAIMED ON ACCOUNT OF ANY ACT, OMISSION, ERROR, OR NEGLIGENCE OF THE ASSOCIATION, THE BOARD, THE MANAGER, THE MANAGEMENT COMPANY AND ITS EMPLOYEES, ANY REPRESENTATIVE OR EMPLOYEE OF THE ASSOCIATION, OR ANY COMMITTEE, COMMITTEE MEMBER OR OFFICER OF THE ASSOCIATION; PROVIDED, HOWEVER, THE LIMITATIONS SET FORTH IN THIS SECTION 5.6 SHALL NOT APPLY TO ANY PERSON WHO HAS FAILED TO ACT IN GOOD FAITH OR HAS ENGAGED IN WILLFUL OR INTENTIONAL MISCONDUCT.

5.7 Easements. In addition to the easements granted in Section 3, the Board is authorized and empowered to grant upon, across or under real property owned or controlled by the Association such permits, licenses, easement and rights-of-way for sewer lines, water lines, underground conduits, storm drains, telephone cable and other similar public or private utility purposes, security lines, roadways, walkways or other purposes as may be reasonably necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas, or for the preservation of the health, safety, convenience and welfare of the Owners.

5.8 Association's Rights of Enforcement The Association shall have the right to enforce this Declaration and other Project Documents, and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, including Section 4.34 with regard to the Water Tank Site, or (ii) otherwise indicates that the provisions of such instrument were intended to be enforced by the Association, or by Declarant and Declarant assigns its right to enforce the same to the Association, or (iii) imposes restrictions in favor of all or portions of the Project which require that golf courses adjacent to the Project must be used, if at all, only for golf course purposes. Declarant shall provide a copy of this Declaration and any and all amendments to Pinal County. However, Pinal County shall have no obligation to enforce this Declaration.

5.9 Contracts with Others for Performance of Association's Duties Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or affected by the fact that one or more directors or officers of the Association or members of any committee may also be employed by or otherwise connected with Declarant or its affiliates, provided that such interest must be disclosed or known to the other directors acting upon such contract or transaction, and the transaction or contract must be fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or any committee of which he or she is a member which authorizes any contract or transaction described above or grants or denies any approval sought by Declarant, its affiliated companies or any competitor thereof and may vote at such meeting to authorize any such contract, transaction or approval with like force and effect as if he or she were not so interested.

5.10 Change of Use of Association Land and Procedure Therefor Upon adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association's land or interest in other Common Area is no longer in the best interests of the Owners and Residents, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of the Owners and Residents, and (ii) shall be consistent with any deed restrictions (or zoning regulations) restricting or limiting the use of the Common Area.

6. MEMBERSHIPS AND VOTING

6.1 Owners of Lots. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Each Member shall have one (1) Membership for each Lot owned by the Member.

6.2 Declarant. Declarant shall be a Member of the Association for so long as it holds a Class B Membership pursuant to Section 6.3.2 below or as long as it owns any Lot in Vista del Corazon.

6.3 Voting. The Association shall have two classes of voting Memberships:

6.3.1 Class A Class A Memberships shall be all Memberships, other than the Class B Memberships held by Declarant, and each Owner shall be entitled to one (1) vote for each Class A Membership held by such Owner.

6.3.2 Class B Class B Membership shall be all Memberships held by Declarant. Declarant will hold a Class B Membership for each Lot owned, and shall be entitled to three (3) votes for each Class B Membership held by Declarant. The Class B Membership shall cease and be converted to a Class A Membership, on the earlier of the following:

6.3.2.1 One Hundred Twenty (120) days after the total votes outstanding in the Class A Memberships equal or exceed the total votes outstanding in the Class B Memberships; or

6.3.2.2 December 31, 2012; or

6.3.2.3 At any time by Declarant giving written notice to the Association that Declarant wishes to convert its Class B Memberships to Class A Memberships

6.4 Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Membership must be cast as a unit, and fractional votes shall not be allowed. If a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made at the time the vote is cast. If more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void.

6.5 Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles and Bylaws, as the same may be amended from time to time.

6.6 Transfer of Membership. The rights and obligations of the Owner of a Class A Membership in the Association are appurtenant to its Lot and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot, and then only to the transferee of ownership to the Lot. A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a Mortgage, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof. Each Purchaser of a Lot shall notify the Association of his purchase within ten (10) days after he becomes the Owner of a Lot.

7. COVENANT FOR ASSESSMENTS AND CREATION OF LIEN.

7.1 Creation of Lien and Personal Obligation of Assessments and Maintenance Charges. Declarant, for each Lot hereafter established within Vista del Corazon, hereby covenants and agrees, and each Owner 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 the following assessments and charges: (i) Annual Assessments established by this Section 7, (ii) Special Assessments for capital improvements or other extraordinary expenses or costs established by this Section 7, (iii) Reimbursement Assessments established in this Section 7, and (iv) Maintenance Charges established by Sections 10.3 and 10.6; all such Assessments to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments, Reimbursement Assessments and Maintenance Charges, together with interest,

costs, and reasonable attorney's fees, shall be a charge against and a continuing servitude and lien upon the Lot against which each such Assessment is made. The Annual and Special Assessments against each Lot shall be based on the number of Memberships appurtenant to the Lot. Each such Annual Assessment, Special Assessment, Reimbursement Assessment and Maintenance Charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

7.2 Annual Assessments.

7.2.1 **Obligation to Pay.** Each Owner shall pay Annual Assessments as provided in this Section and Sections 7.3 and 7.5. Annual Assessments shall include an adequate reserve fund for taxes, insurance, maintenance, repairs and replacement of the Common Area and other improvements for which the Association is responsible for maintaining. Except as otherwise specifically provided herein, payment of Annual Assessments shall be in such amounts and at such times as may be provided in the Articles and Bylaws or as determined by the Board for the purpose of paying and satisfying common expenses other than those expenses covered by Sections 7.6 and 7.7.

7.2.2 **Annual Calculation.** Not less than 45 nor more than 60 days prior to the beginning of each fiscal year of the Association, the Association shall make a budget for the upcoming fiscal year available for review by Members in accordance with the provisions of the Bylaws. Subject to the provisions of Section 7.3.1, the Association shall at that time determine the amount of the Annual Assessments to be paid by each Owner for each Lot in accordance with the procedures set forth in Section 7.3. The Board shall notify each Owner at least thirty (30) days prior to the beginning of the Assessment Period of the amount of the Annual Assessment to be paid by him. Each Owner shall thereafter pay the Annual Assessments to the Association in installments at such regular intervals as may be fixed by the Board. Each installment shall be due and payable on the date specified by the Board. Notwithstanding the above, the failure of the Association to make such budget available for review in the prescribed period shall not constitute a waiver of the Association's right to levy and collect such Assessments, nor relieve any Person of its obligation to pay such Assessments.

7.3 **Determination of Annual Assessment.** Subject to the limitations set forth in Section 7.5 of this Declaration, the amount of any Annual Assessment to be levied against each Lot shall be determined as follows:

7.3.1 For purposes of this Section 7.3, the term "Membership Assessment" shall mean the total amount of any Annual Assessment to be levied against all Lots which are Assessable Property divided by the total number of Memberships attributable to the Assessable Property

7.3.2 Except for Lots covered by Section 7.3.3 or which are owned by Declarant and are exempt from Assessment under Section 7.3.4, each Lot shall be assessed an Annual Assessment in an amount equal to the number of Memberships attributable to such Lot pursuant to Section 6.1 of this Declaration multiplied by the Membership Assessment.

7.3.3 A Lot designated for use as a Residence in this Declaration or a Tract Declaration shall be assessed 25% of the Membership Assessment until the earlier of (i) the completion of the first Residence on the Lot, or (ii) six months from the commencement of construction of a Residence on the Lot, or (iii) two (2) years from the date the Lot is conveyed by Declarant to an Owner.

7.3.4 As long as there is a Class B Membership in the Association, Lots owned by Declarant shall not be subject to any Assessment, but Declarant shall be required to pay to the Association the difference between the cost of operating and administering the Association and the Annual Assessment levied pursuant to this Section 7.3. When the Class B Membership ceases in accordance with Section 6.3.2 above, Declarant shall no longer be required to subsidize the cost of operating and administering the Association, but all Lots owned by Declarant shall be subject to Assessment in the same manner as any other Lot.

7.4 Completion of Improvements For purposes of Section 7.3, a Residence shall be deemed completed when, in the opinion of the Board, the building is ready for occupancy. If the Owner of a Lot ceases to qualify for the reduced 25% rate during the period to which an Annual Assessment is attributable, or the Assessment attributable to a Membership shall be prorated between the applicable rates on the basis of the number of days in the period that the Owner qualified for each rate. Annual Assessments may be collected on a monthly, quarterly or annual basis and Special Assessments may be collected as specified by the Board, unless otherwise determined by the resolution of the Members of the Association approving the Special Assessment

7.5 Maximum Annual Assessment The Annual Assessment to be established by the Board may not exceed a certain amount, hereinafter referred to as the "Maximum Annual Assessment", which Maximum Annual Assessment shall be determined and shall vary in accordance with the following provisions:

7.5.1 Until January 1 of the year following the conveyance of the first Lot to a Purchaser, the Maximum Annual Assessment for each Lot shall be \$300.00.

7.5.2 From and after January 1 of the year immediately following conveyance of the first Lot to a Purchaser and during such year, the Board may without a vote of the Members increase the Maximum Annual Assessment effective January 1 of each year by the greater of (a) 5% of the Maximum Annual Assessment for the immediately preceding fiscal year, or (b) an amount equal to the rise, if any, in the CPI (as hereinafter defined). The Maximum Annual Assessment for each such period shall be computed by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designated "Consumer Price Index--All Items, All Urban Consumers (1982-84 = 100) ("CPI"). The Maximum Annual Assessment shall be computed by the following formula:

X = CPI for September of the year immediately preceding the prior calendar year.

Y = CPI for September of the year immediately preceding the calendar year for which the Maximum Annual Assessment is to be determined.

Y minus X multiplied by the Maximum Annual Assessment for the then preceding calendar year equals the amount by which the Maximum Annual Assessment may be increased.

If the Bureau of Labor Statistics changes the method of determining the CPI, the formula for determining the Maximum Annual Assessment shall be altered or amended, if possible, so as to continue the base period and base figure, but if it is impossible to do so, or if the Bureau of Labor Statistics shall cease to publish said statistical information and such information is not available from any other source, public or private, then and in any such event a new formula for determining the Maximum Annual Assessment shall be adopted by the Board.

7.5.3 From and after January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the Maximum Annual Assessment may be increased above the Maximum Annual Assessment otherwise determined under subsection 7.5.2 above only by a vote of two-thirds (2/3) of the votes entitled to be cast by Members that are voted in person or by proxy at a meeting duly called for such purpose.

7.6 Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment Period, a Special Assessment applicable to that period 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, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the approval of two-thirds (2/3) of the total votes entitled to be cast by the Members of both Class A and B that are voted in person or by proxy at a meeting duly called for such purpose. In connection with any such Special Assessment, Owners qualifying for paying only 25% of the Annual Assessment attributable to their Memberships pursuant to Section 7.3 above shall also be required to pay only twenty-five percent (25%) of the Special Assessment otherwise attributable to each such Membership. The provisions of this Section are not intended to and shall not preclude or limit the assessment, collection or use of Annual Assessments for the foregoing purposes.

7.7 Reimbursement Assessment The Board or Declarant shall be entitled to levy an assessment against any Owner who fails to comply with Sections 4.5 or 10.6 and Declarant or the Association, as the case may be, performs the necessary landscaping or maintenance work as provided in said Sections, which Reimbursement Assessment shall be in the amount of all funds expended after notice is given and the Owner fails to perform as provided in Sections 4.5 and 10.6.

7.8 Notice and Quorum for Any Action Authorized Under Sections 7.5.3 and 7.6. Notwithstanding any other provision hereof or of the Articles, Bylaws or Vista del Corazon Rules, written notice of any meeting called for the purpose of taking any action authorized under Sections 7.5.3 and 7.6 shall be sent to all Members no 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 total Membership votes shall constitute a quorum. If the required quorum as set forth in the Bylaws is not present, subsequent meetings may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notice of the meeting may be waived by unanimous written consent of all Members.

7.9 Establishment of Annual Assessment Period. The first period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year, except that the first Assessment Period shall commence upon the first conveyance to a Purchaser of a Lot and terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period by notifying Members in writing of the new Assessment Period.

7.10 Collection Costs and Interest.

7.10.1 Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from thirty (30) days after the due date until paid at a rate established from time to time by the Board. In addition, the Board may establish a late charge to be charged to any Owner who has not paid an Assessment or installment of an Assessment within thirty (30) days after such payment was due. The Member shall be liable for all costs, including attorney's fees, which may be incurred by the Association in collecting the same. The Association shall have a lien on each Lot for all delinquent Assessments, interest thereon and all other fees and charges. This Declaration shall constitute a lien, deemed to be perfected upon the recording hereof. The Board may also record a Notice of Delinquent Assessment against any Lot as to which an Assessment is delinquent which recording constitutes notice and perfection of the lien, and may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency and recording a notice of payment; and such fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien

7.10.2 The Assessment Lien for the delinquent Assessment shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period, successor Owners of Lots and successor Tenants shall be given credit for prepayments, on a prorated basis, made by prior Owners and Tenants. In case a Member becomes liable for payment of an increased sum pursuant to Section 7.4 during the Assessment Period, such Member shall notify the Association but his failure to do so shall not relieve him of the liability for such amounts.

7.11 Evidence of Payment of Annual and Special Assessments and Maintenance Charges Upon receipt of a written request by a Member or any other Person, the Association within a reasonable period of time thereafter shall issue to such Member or other Person a written certificate stating (i) that all Assessments and Maintenance Charges (including interest, costs and attorney's fees, if any) have been paid with respect to any specified Lot as of the date of such certificate, or (ii) if all Assessments and Maintenance Charges have not been paid, the amount of such Assessments and Maintenance Charges (including interest, costs and attorney's fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid in advance

at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Lot in question.

7.12 Property Exempt from Assessments and Assessment Lien Exempt Property shall be exempted from the Assessments and the related Assessment Lien; provided, however, that if any change of ownership of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the same thereupon shall be subject to the Assessments and, if exempt therefrom, Maintenance Charges (prorated as of the date it became Assessable Property) and the Assessment Lien.

7.13 Subordination of Lien The Assessment Lien against a Lot shall be subordinate to the lien of a prior Recorded First Mortgage on the Lot acquired in good faith and for value, except to the extent it secures the amount of any unpaid Assessment (together with any interest, costs, attorneys' fees and any late charges related thereto) which accrues from and after the date on which a First Mortgagee comes into possession of or acquires title to the Lot, whichever occurs first. If the Assessment Lien for unpaid Assessments that become payable after Recordation of the First Mortgage and prior to the date the First Mortgagee comes into possession of or acquires title to the Lot is extinguished by the process by which the First Mortgagee acquired title to the Lot, neither such First Mortgagee nor a third-party purchaser shall be liable for the unpaid Assessments, and, upon written request to the Association by the First Mortgagee or purchaser, the Assessment Lien shall be released in writing by the Association to the extent it secured unpaid Assessments. Nevertheless, if the Owner against whom the original Assessment was made is the purchaser or redemptioner, the Assessment Lien shall continue in effect and may be enforced by the Association, or by the Board, for the respective Lot's Assessment including those due prior to the final conclusion of any such foreclosure or equivalent proceedings. Further, any such unpaid Assessment shall continue to exist as the personal obligation of the defaulting Owner of the respective Lot to the Association, and the Board may use reasonable efforts to collect the unpaid Assessment from the Owner even after he is no longer the Owner of the Lot. Any unpaid Assessments which are extinguished pursuant to this Section may also be reallocated by the Board among all Owners as part of the Common Expenses. Except as above provided (and except for liens for taxes and other public charges which by applicable law are made prior and superior), the Assessment Lien shall be prior and superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed on any Lot.

7.14 Working Capital Fund To insure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Purchaser of a Lot from Declarant shall pay to the Association immediately upon becoming the Owner of a Lot a sum equal to 15% of the current Annual Assessment for the Lot. Funds paid to the Association pursuant to this Section may be used by the Association for payment of the operating expenses or any other purpose permitted under the Project Documents. Payments made pursuant to this Section shall be non-refundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

7.15 Transfer Fee. Each Person who purchases a Lot from a Person other than Declarant 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.

8. ENFORCING PAYMENT OF ASSESSMENTS AND MAINTENANCE CHARGES; ENFORCEMENT OF ASSESSMENT LIEN

8.1 Association's Remedies to Enforce Assessments. The Association, as the agent and representative of the Members, shall have the right to enforce all provisions of this Declaration.

8.2 Association's Remedies to Enforce Payment of Assessments and Maintenance Charges If any Member fails to pay the Assessments or any installments thereof when due, or to pay Maintenance Charges assessed pursuant to Sections 10.3 and 10.6, the Association may enforce the payment of the Assessments, Maintenance Charges and/or the Assessment Lien by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise the other remedy).

8.2.1 Bring an action at law and recover judgment against the Member personally obligated to pay the Assessments or the Maintenance Charges; and/or

8.2.2 Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency). At the Association's option, the Association may bid for and purchase the Lot at any foreclosure sale.

8.3 Costs to be Borne by Defaulting Member In any action taken pursuant to Section 8.2, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments and Maintenance Charges together with interest at the rate established by the Board and the Association's collection costs and attorney's fees, including the interest, costs, charges and fees specified in Section 7 10

9. USE OF FUNDS, BORROWING POWER.

9.1 Purposes for which Association's Funds may be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the performance of its rights and duties under the Project Documents and for the common good and benefit of Vista del Corazon and the Owners and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within Vista del Corazon (or land annexed into Vista del Corazon in accordance with this Declaration), which may be necessary, desirable or beneficial to the general common interests of Vista del Corazon, the Owners and the Residents and in accordance with an approved Association operating budget. The Association shall not expend funds directly or indirectly to support, endorse, or contribute to any political candidate or issue. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Owners and Residents, maintenance of landscaping on Common Area and public right of way and drainage areas within Vista del Corazon, recreation, liability insurance, communications, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association.

9.2 Borrowing Power. The Association may borrow money from Declarant or other Persons in an aggregate amount not to exceed the total of Annual Assessments of Members for one (1) year, at such rates, upon such terms, providing such security, and for such period of time as is necessary or appropriate.

9.3. Association's Rights in Spending Funds From Year to Year The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual Assessments or Special Assessments, fees or otherwise), 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 greater financial security of the Association and the accomplishment of its purposes.

9.4 Insurance. The Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Area.

10. MAINTENANCE.

10.1 Maintenance of Common Area by the Association. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Area, including, but not limited to, landscaping, walkways, paths, parking areas, roads and drives, and any Improvements located upon said properties including entryway gates and signs for the Project. The Association shall also maintain any landscaping and other improvements not on Lots which are within the exterior boundaries of Vista del Corazon and are adjacent to public rights-of-way which provide ingress and egress into Vista del Corazon and which are intended for the general benefit of the Owners, Tenants and Residents of Vista del Corazon, except the Association shall not maintain areas which (i) Pinal County, or a governmental entity, is maintaining, or (ii) are to be maintained by the Owners of a Lot pursuant to Section 4 of this Declaration unless the Association elects to maintain such areas. Specific areas to be maintained by the Association may be identified in deeds from Declarant to a transferee of a Lot, but the failure to so identify such areas shall not affect the Association's rights or responsibilities with respect to such Common Area and other areas intended for the general benefit of Vista del Corazon.

10.2 Board's Authority. The Board shall be the sole judge as to the appropriate maintenance of all Common Area and other properties maintained by the Association. Any action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative. If any Tract Declaration, deed restriction or this Declaration permits the Board to determine whether or not Owners of certain Lots will be responsible for maintenance of certain Common Areas or public right-of-way areas, or if the Board determines the Golf course Easement Agreement should be uniformly enforced, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of Vista del Corazon for the Association or an individual Owner to be responsible for such maintenance or enforcement, considering cost, uniformity of appearance location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Section. The Board may also cause the Association to contract to provide maintenance services to Owners of Lots having such responsibilities in exchange for the payment of such charges and fees as the Association and Owner may agree upon, and such amounts shall also become a part of such Assessment and shall be secured by the Assessment Lien.

10.3 Assessment of Certain Costs of Maintenance and Repair of Common Areas and Public Areas If the need for maintenance or repair of Common Area and other areas maintained by the Association is caused by the willful or negligent act of any Owner, Resident, Tenant, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien.

10.4 Maintenance by Owners. Each Owner shall be solely responsible for the maintenance, repair and replacement of his Lot and Improvements situated thereon except for any portion of the Lot which has been accepted in writing for maintenance by the Association All buildings, Residences, landscaping and other Improvements shall at all times be kept in good condition and repair. No yard equipment, woodpiles or storage areas may be maintained so as to be Visible From Neighboring Property All vacant Lots shall be maintained in an attractive manner free of debris and weeds.

10.5 Party Walls. The rights and duties of the Owners of contiguous Lots which have shared walls or fences, if allowed by the Design Guidelines and approved by the Design Review Committee ("Party Walls"), shall be as follows:

10.5.1 Each wall which is built as a part of the original construction upon the Lots and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Section 10.5, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto

10.5.2 If a Party Wall is damaged or destroyed through the willful or negligent act of an Owner or Residents, agents, guests or family, the Owner or Resident, as the case may be, shall be obligated to rebuild and repair the Party Wall at the Owner's sole expense (provided that this shall not bar such Owner from recovering, or seeking to recover, all or any part of such expense from any Resident, agent, guest or other person who otherwise may be liable to such Owner).

10.5.3 If any Party Wall is damaged or destroyed other than by the willful or negligent act of an adjoining Owner or the Owner's Residents, agents, guests, or family, or deteriorates from ordinary wear and tear, it shall be the joint obligation of all Owners whose Lots adjoin the damaged or destroyed portion of such Party Wall to immediately rebuild and repair such Party Wall, such expenses to be ratably divided among such Owners on the basis of the amount of frontage of their respective Lots on the damaged or destroyed Party Wall

10.5 4 Notwithstanding the foregoing and unless otherwise indicated in a Tract Declaration, or unless otherwise expressly agreed in writing by the Association, in the case of walls or fences: (i) between Common Areas and Lots; or (ii) situated on Common Areas within or adjacent to a Lot, the Owners and Residents of such Lots shall be responsible, at their expense, for all maintenance, repair, painting and replacement thereof. Further, unless otherwise approved in writing by the Board, any wall situated generally between a Lot and Common Area shall be situated entirely upon such Lot (and not upon the Common Area) immediately adjacent to such Lot's boundary line with the Common Area.

10.6 Improper Maintenance and Use of Lots. If any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of Vista del Corazon which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration or any Tract Declaration applicable thereto, or if the Owner or Tenant of any Lot is failing to perform any of its obligations under this Declaration, Design Guidelines or other Project Documents, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within 15 days and diligently pursued to completion thereafter, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said 15-day period the requisite corrective action has not been taken or is thereafter not diligently pursued to completion, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof, together with interest thereon and attorneys' fees, shall be added to and become a part of the Reimbursement Assessment to which the defaulting Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien.

11. DISCLAIMER REGARDING GOLF COURSES. THE GOLF COURSE PROPERTY LOCATED NEAR OR ADJACENT TO THE PROJECT IS NOT OWNED BY DECLARANT, AND SHALL NOT BE PART OF THE COMMON AREA, AND NO OWNER, TENANT, MEMBER OR RESIDENT SHALL ACQUIRE ANY RIGHT, TITLE, OR INTEREST IN OR RIGHT TO USE THE GOLF COURSE PROPERTY SOLELY BY REASON OF OWNING, LEASING OR OCCUPYING ANY LOT OR OTHER PROPERTY IN VISTA DEL CORAZON. RESTRICTIONS OF RECORD REGARDING USE OF THE GOLF COURSE PROPERTY DO NOT OBLIGATE THE OWNER OF THE GOLF COURSE TO ACTUALLY OPERATE A GOLF COURSE UPON THE GOLF COURSE PROPERTY FOR ANY DEFINITE PERIOD OF TIME. ALL PERSONS, INCLUDING WITHOUT LIMITATION ALL OWNERS, ARE HEREBY ADVISED THAT NO REPRESENTATIONS, WARRANTIES OR COMMITMENTS HAVE BEEN OR ARE MADE BY DECLARANT OR ANY OTHER PERSON WITH REGARD TO THE PRESENT OR FUTURE

DEVELOPMENT, OWNERSHIP, OPERATION OR CONFIGURATION OF, OR RIGHT TO USE, ANY GOLF COURSE OR RELATED FACILITIES WITHIN, NEAR OR ADJACENT TO THE PROPERTY, WHETHER OR NOT DEPICTED ON THE DEVELOPMENT PLAN OR ANY OTHER LAND USE PLAN, SALES BROCHURE OR OTHER MARKETING DISPLAY OR PLAT. Any purported representation, warranty or commitment, written or oral, in such regard shall be null and void. Further, the ownership, operation or configuration of, or rights to use, any such golf course or related facilities may change at any time and from time to time for various reasons including, but not limited to, the conversion of any such golf course or related facilities to an equity club or similar arrangement whereby members of such golf course or an entity owned or controlled thereby become the owner(s) and/or operator(s) of such golf course or related facilities (and, perhaps, such members become the only Persons entitled to use such golf course or related facilities). No Owner or Resident shall have any ownership interest in, or right to use, any such golf course or related facilities solely by virtue of his, her or its membership in the Association, or his, her or its ownership, use or occupancy of any Lot, or portion thereof. Nothing herein shall be deemed a waiver of any rights in favor of the Project and/or the Owners thereof as may be set forth in any documents imposing restrictions and limitations against adjacent golf course properties, nor a modification of any such documents.

12. TERM; AMENDMENTS.

12.1 Term; Method of Termination. This Declaration shall be effective upon the date of Recording and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each. This Declaration may be terminated at any time if such termination is approved by the affirmative vote or written consent, or any combination thereof, of the Members holding ninety percent (90%) or more of the votes in each class of Membership and by the holders of First Mortgages on Lots, the Owners of which have seventy-five percent (75%) or more of the votes in each class of Membership in the Association. If the necessary written approvals and consents are obtained, the Board shall cause to be Recorded a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, these covenants shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

12.2 Amendments. Except as provided in Sections 12.3 and 12.4 below, this Declaration may be amended at any time only by the written approval or affirmative vote, or any combination thereof, of Members holding not less than seventy-five percent (75%) of the votes in each class of Membership in the Association. Any amendment approved pursuant to this Section 12.2 shall be signed by the President or Vice President of the Association and shall be Recorded, and any such amendment shall certify that the amendment has been approved as required by this Section.

12.3 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Section to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration without the consent of any Owner to such an extent and with such language as may be requested by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corp., and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s) or any portions thereof. Any such amendment shall be effected by the Recording by Declarant of a Certificate of Amendment duly signed by or on behalf of the authorized agents or authorized members of Declarant, as applicable, with their signatures acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. The Recording of such Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon all of Vista del Corazon and all Persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters such control, Declarant shall have the right to prepare, provide for and adopt as an amendment hereto, other and different control provisions. Except as provided in this Section 12.3 and in Section 12.4 below, Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 12.2.

12.4 Declarant's Right of Amendment As long as Declarant owns any Lot, any amendment to or termination of this Declaration must be approved in writing by Declarant and Recorded. Declarant, as long as Declarant owns any Lot, and thereafter, the Board, may amend this Declaration without the consent of any other Owner to correct any error or inconsistency in this Declaration.

13. **DECLARANT'S EXEMPTION** Notwithstanding anything to the contrary in the Declaration, none of the covenants, conditions, restrictions, easement or other provisions in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees; agents, contractors or other Persons designated by Declarant, necessary or appropriate to the construction, completion, maintenance, management, administration, operation, sale, leasing, promotion or general development of the Property and each and every portion of it.

14. **RIGHTS OF FIRST MORTGAGEES**

14.1 Any First Mortgagee will, upon written request, be entitled to (i) inspect the books and records of the Association during normal business hours; (ii) receive within ninety (90) days following the end of any fiscal year of the Association, a financial statement of the Association for the immediately preceding fiscal year of the Association, free of charge to the requesting party; and (iii) receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings

14.2 No Lot shall be partitioned or subdivided without the prior written approval of the holder of any First Mortgage on such Lot.

14.3 Unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each First Mortgage owned) or Owners (other than Declarant) of at least two-thirds (2/3) of the Lots have given their prior written approval, the Association shall not be entitled to:

14.3.1 Seek to abandon, partition, subdivide, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Lots, except as provided in Section 4.34 with regard to the Water Tank Site. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this Subsection.

14.3.2 Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner.

14.3.3 If Improvements are constructed, fail to maintain fire and extended insurance coverage on Common Area on a current replacement cost basis in an amount of at least 100 percent of insurable value; or use hazard insurance proceeds for losses to any Common Area, other than the repair, replacement or reconstruction of such Common Area.

14.4 No provision of this Declaration gives or shall be construed as giving any Owner or other Person priority over any rights of a First Mortgagee of a Lot in the case of the distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of such Lot or Improvements thereon.

14.5 Any First Mortgagee who receives a written request from the Board to respond to or consent to any action requiring the consent of the First Mortgagee shall be deemed to have approved such action if the Association has not received a negative response in writing from such First Mortgagee within thirty (30) days of the date of the Association's request.

15. INSURANCE.

15.1 Scope of Coverage. Commencing on a date selected by the Board, but in any event not later than the time of the first conveyance of a Lot to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

15.1.1 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area and all other portions of the Project which the Association is obligated to maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owners as a group.

15.1.2 If Improvements are constructed within the Common Area, property insurance on all Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy

15.1.3 Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;

15.1.4 Such other insurance as the Association may determine from time to time is appropriate to protect the Association or the Owners;

The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions: (i) that there shall be no subrogation with respect to the Association, its agents, officers, servants, and employees, with respect to Owners and members of their household; (ii) no act or omission by any Owner will void the policy or be a condition to recovery on the policy; (iii) that the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust, (iv) a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners; (v) statement of the name of the insured as the Association; and (vi) for policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least thirty (30) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

15.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Section shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner or Mortgagee. Any insurance obtained pursuant to this Section may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee to whom certificates of insurance have been issued.

15.3 Payment of Premiums The premiums for any insurance obtained by the Association pursuant to this Section 15 shall be included in the budget of the Association and shall be paid by the Association.

15.4 Payment of Insurance Proceeds With respect to any loss to any Common Area covered by property insurance obtained by the Association in accordance with this Section, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any Mortgagee. Subject to the provisions of Section 15.5, the proceeds shall be disbursed for the repair or restoration of the damage to the Common Area.

15.5 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners representing at least seventy-five percent (75%) of the total authorized votes in the Association vote not to repair or replace the damaged or destroyed Improvements. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If all of the Common Area are not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used

to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either (i) be retained by the Association as an additional capital reserve, or (ii) be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of the votes in the Association.

16. GOLF COURSES.

16.1 **Golf Course Easement Agreement** The Golf Course Easement Agreement grants to the owner of Gold Canyon Ranch Resort Golf Course certain easement rights with respect to the Project for the maintenance, repair and use of certain golf cart paths and areas on which portions of the golf course encroach onto certain Lots. Nothing in this Declaration shall be deemed to grant, convey or otherwise impose any rights or benefits in favor of the owner of the golf course referred to in the Golf Course Easement Agreement, its successors and assigns, and their respective employees, contractors and invitees, above and beyond any such rights and benefits as may be set forth in the Golf Course Easement Agreement. Each Owner acknowledges that portions of the Common Area and certain Lots within the Project which are subject to the Golf Course Easements referred to in Section 3.8, will be used by maintenance personnel and Persons playing golf, provided that such activities are to be conducted within the requirements imposed by the Golf Course Easement Agreement.

16.2 **Golf Balls, Disturbances and Nuisances.** Each Owner understands and agrees that his, her or its Lot is or may be adjacent to or near one or more golf course holes and related facilities and that golf course-related activities, including, without limitation, regular course play and tournaments, may be held within or adjacent to the Property. Each Owner acknowledges that the location of his, her or its Lot within the Property may result in nuisances or hazards to persons and property on such Lot as a result of normal golf course operations or as a result of such other golf course-related activities. With respect to Declarant, the Association, the Board and the Design Review Committee, each Owner covenants for itself, its successors and assigns, and for such Owner's, Residents and family members, guests and invitees, that it and they assume all risks associated with such location, including but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to such golf course-related activities and shall release, indemnify, defend and hold harmless the Association, the Board, the Design Review Committee and Declarant for, from and against any liability, claims or expenses, including reasonable attorneys' fees and court costs, arising from such property damage or personal injury.

16.3 Other Golf Course Related Provisions. Each Owner (for such Owner, its successors and assigns, and for its Residents, family members, guests and invitees) recognizes, agrees and accepts that: (i) operation of a golf course and related facilities may involve parties and other gatherings (whether or not related to golf, and including without limitation weddings and other social functions) at or on the golf course and related facilities, tournaments, loud music, use of public address systems and the like, occasional supplemental lighting and other activities throughout the day, from early in the morning until late at night; (ii) by their very nature, golf courses present certain potentially hazardous conditions, which may include, without limitation, lakes or other bodies of water and man-made or naturally-occurring topological features such as washes, gullies, uneven surfaces and the like; (iii) irrigation of landscaping on a golf course or related facilities may result in water spraying, drifting or blowing onto adjacent or nearby Lots, and (iv) neither such Owner nor its Residents, family members, guests and invitees shall make any claim against Declarant, the Association, the Board, the Design Review Committee, or any other committee of the Association (or any affiliate, agent, employee or representative of any of the foregoing) in connection with the matters described or referenced in (i), (ii) and (iii) above, whether in the nature of a claim for damages relating to personal injury or property damage, or otherwise.

17. MISCELLANEOUS

17.1 Enforcement Rights. Except for those rights and remedies specifically granted only to the Declarant, the Board, the Association and/or the Design Review Committee in this Declaration or other Project Documents, each Owner (including Declarant, so long as Declarant is an Owner) or the Association shall have the right and authority, but not the obligation, to enforce the provisions of this Declaration by any proceeding at law or in equity. Failure of the Declarant, the Association or any Owner to enforce any covenant, restriction, provision or limitation in this Declaration or in any other Project Document should not be deemed a waiver of the right to do so thereafter. Likewise, no act or omission by Declarant shall act as a waiver or defense to the enforcement of this Declaration by the Association or any Owner. Any Person who violates any of the covenants, restrictions, limitations and provisions in this Declaration or any other Project Document may be enjoined by a court of competent jurisdiction and/or damages may be awarded against such Person. The remedies provided for in this Declaration and the other Project Documents may be exercised jointly, severally, cumulatively and in any order. A suit to recover a money judgment for unpaid Assessment, including interest, costs, late charges and attorneys' fees provided in this Declaration, or any other amount due, or to obtain specific performance or injunctive relief, may be maintained without foreclosing, waiving, releasing or satisfying the liens created, levied and imposed by this Declaration. Without limiting the power and authority of the Association to incur and assess attorneys' fees as part of the creation or enforcement of any Assessment and any Assessment

Lien, if any action is instituted to enforce any of the provisions of this Declaration or the other Project Documents by a Person or Persons entitled to do so, the Person prevailing in any such action shall be entitled to recover from the nonprevailing Person all reasonable attorneys' fees and court costs, as determined by the court and not by a jury. If the Association is the prevailing Person in the action, the amount of attorneys' fees and court costs shall be deemed a part of the Assessment against the Owner involved in the action and the Lot of such Owner. PINAL COUNTY SHALL BE UNDER ABSOLUTELY NO OBLIGATION TO ENFORCE THE PROVISIONS OF THIS DECLARATION.

17.2 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 and the other Project Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefited or bound by the covenants and provisions of the Project Documents

17.3 Severability Any determination by any court of competent jurisdiction that any provision of this Declaration or the other Project Documents is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof or thereof.

17.4 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 perpetuated 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.

17.5 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.

17.6 References to the Covenants in Deeds. Deeds to and instruments affecting any Lot or any part of Vista del Corazon may contain the covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the covenants shall be binding upon the grantee-Owner or other person claiming through any instrument, and his heirs, executors, administrators, successors and assigns

17.7 Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder assigned as provided in Section 1.14.

17.8 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

17.9 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

17.10 Notices If notice of any action or proposed action by the Board or any committee or of any meeting is required to be given to any Owner or Resident either by applicable law, this Declaration or resolution of the Board, then unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is sent by the Board via regular mail to the last available mailing address provided by the Owner or Resident to the Board. This Subsection shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

17.11 No Absolute Liability. No provision of the Project Documents shall be interpreted or construed as imposing on Owners absolute liability for damage to the Common Area or the Lots. Owners shall only be responsible for damage to the Common Area or Lots caused by the Owners' negligence or intentional acts.

17.12 Interpretation of Project Documents. In the event of a conflict between the provisions of a Tract Declaration, the Articles, the Bylaws, the Vista del Corazon Rules, and this Declaration, the provisions of this Declaration shall prevail. The priority of conflicting provisions shall prevail in the following order after the Declaration: Tract Declaration(s), Articles, Bylaws of the Association, Design Guidelines and Vista del Corazon Rules.

17.13 No Third-Party Beneficiaries. No Person shall constitute a third-party beneficiary of this Declaration unless specifically designated as such in this Declaration, and only Persons with rights specifically set forth in this Declaration shall have rights and benefits with respect thereto.

17.14 Exhibits. All exhibits attached hereto are incorporated herein by this reference, and shall constitute a part of this Declaration.

17.15 Security. Each Owner understands and agrees, on its behalf and on behalf of each Resident, family member, guest and invitee thereof, that any entry gate features or common security measures that may be used at the Project will be commenced and maintained by the Association, and may be abandoned, terminated or modified only by a majority vote of the Board, and that the installation and maintenance of entry gates or other common security measures or controls shall not be deemed to be an assumption of any duty on the part of the Board, the Association or the Declarant with respect to the Project, the Owners or any other Person.

IN WITNESS WHEREOF, Superstition Shadows Estates, L.L.C., by its duly authorized member, has executed this Declaration as of the day and year first above written

SUPERSTITION SHADOWS ESTATES, L.L.C.

By: James R. Barrons
Managing Member

STATE OF ARIZONA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of August,
1997, by James R. Barrons, as a Managing Member of Superstition Shadows Estates,
L.L.C., with full right and authority to do so.

Jeri A. Winter
Notary Public

Stamp:

CONSENT AND APPROVAL OF LENDER

The undersigned Lender, which is the Beneficiary of that certain Deed of Trust and Assignment of Rents dated February 10, 1997 and recorded February 24, 1997, at Fee No 1997-006175 in the Records of the Pinal County, Arizona Recorder (the "Deed of Trust"), which constitutes a lien on a portion of the property described on Exhibit "A", for and on behalf of itself and its successors and assigns, hereby consents to and approves the foregoing Declaration of Covenants, Conditions, Restrictions and Grant of Easements for Vista del Corazon (the "Declaration") and the Plat referenced therein, and agrees that its lien and all rights it may have with respect to the property described on Exhibit "A" are subject and subordinate to the Declaration, provided that said subordination shall not affect the right of the undersigned to enforce the obligations of the trustor in the Deed of Trust.

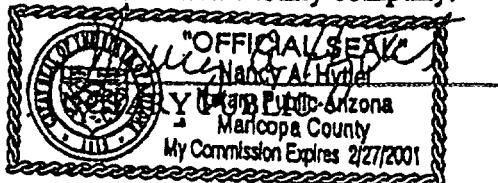
DATED as of the 4th day of September, 1997.

GRAHAM HOLDINGS, L.L.C., an
Arizona limited liability company

By: Kevin D. Olson
Kevin D. Olson
Its auth. agent.

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4 day of September, 1997, by Kevin D. Olson, the Auth. Agent of Graham Holdings, L.L.C., an Arizona limited liability company, for and on behalf of said limited liability company.



My Commission Expires:
2-27-2001

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL NO. 11

Lots 36 through 38, inclusive, 237 through 241, inclusive and Tract 12 of GOLD CANYON EAST FINAL PLAT,, a subdivision in Cabinet A, Slide 196, records of Pinal County, Arizona.

PARCEL NO. 11

A portion of that parcel of land described as Parcel No. 2 in that certain RTC Arizona Special Warranty Deed recorded in Docket 1965, page 829, records of Pinal County, Arizona, located in the Southeast quarter of Section 32, Township 1 North, Range 9 East and in the East half of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Basins and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 5; thence North 0 degrees 02 minutes 04 seconds West (North 0 degrees 01 minutes 57 seconds West, record) a distance of 1731.48 feet (1730.55 feet, record) along the East line of Section 5 also being the West boundary of GOLD CANYON EAST, a subdivision recorded in Cabinet A, Slide 196, records of Pinal County, Arizona;
thence the following three courses along the Westerly boundary of GOLD CANYON EAST;
North 28 degrees 51 minutes 48 seconds West (North 28 degrees 52 minutes 18 seconds West record), 205.04 feet (205.70 feet, record)
North 8 degrees 17 minutes 56 seconds West (North 8 degrees 18 minutes 26 seconds West, record) 446.80 feet;
North 26 degrees 27 minutes 45 seconds West (North 26 degrees 28 minutes 15 seconds West, record), 328.05 feet to an angle point in the boundary of said Parcel No. 2 and the POINT OF BEGINNING;
thence the following 35 courses along the boundary of said Parcel No. 2;
North 44 degrees 37 minutes 58 seconds West (North 44 degrees 38 minutes 28 seconds West, record) 119.92 feet;
thence North 58 degrees 30 minutes 24 seconds West, (North 58 degrees 30 minutes 54 seconds West record), 128.11 feet;
South 83 degrees 30 minutes 11 West (South 83 degrees 29 minutes 41 seconds West, record), 85.34 feet;
South 14 degrees 47 minutes 18 seconds West (South 14 degrees minutes 46 seconds 48 seconds West, record), 351.69;
South 11 degrees 52 minutes 43 seconds East (South 11 degrees 53 minutes 13 seconds West, record), 232.94 feet;
South 2 degrees 59 minutes 51 seconds West (South 2 degrees 59 minutes 21 seconds West, record), 79.31 feet;
South 14 degrees 40 minutes 41 seconds West (South 14 degrees 40 minutes 11 West, record), 233.03 feet;
South 9 degrees 14 minutes 53 seconds East (South 9 degrees 15 minutes 21 seconds West, record), 261.15 feet;
South 1 degree 54 Minutes 07 seconds West (South 1 degree 53 minutes 17 seconds West, record), 791.60 feet;
North 89 degrees 59 minutes 30 seconds West (West, record), 300.00 feet;
North 56 degrees 05 minutes 46 seconds West (North 56 degrees 06 minutes 16 seconds West, record), 209.60 feet (209.58 feet, record);
North 3 degrees 59 minutes 02 seconds East (North 2 degrees 58 minutes 33 East, record) 883.14 feet;
North 3 degrees 39 minutes 46 seconds East (North 3 degrees 39 minutes 16 seconds East, record), 122.84 feet;
North 22 degrees 56 minutes 09 seconds East (North 22 degrees 55 minutes 35 seconds East, record), 152.76 feet;

Continued.....

Legal Description - continued

(Parcel No. 2 continued)

North 22 degrees 25 minutes 07 seconds West (North 22 degrees 25 minutes .17 seconds West record), 206.89 feet;
North 14 degrees 25 minutes 37 seconds West (North 14 degrees 26 minutes 07 seconds West, record), 140.71 feet;
North 2 degrees 02 minutes 02 seconds West (North 2 degrees 02 minutes .32 seconds West, record), 131.39 feet;
North 17 degrees 55 minutes 06 seconds West (North 17 degrees 55 minutes 36 seconds West, record), 164.90 feet;
North 21 degrees 57 minutes 06 seconds West (North 21 degrees 57 minutes 36 seconds West, record), 448.27 feet;
North 65 degrees 06 minutes 05 seconds West (North 65 degrees 06 minutes 39 seconds West, record), 77.54 feet;
North 23 degrees 37 minutes 56 seconds West (North 23 degrees 38 minutes 26 seconds West, record), 229.36 feet;
North 42 degrees 35 minutes 43 seconds West (North 42 degrees 36 minutes 13 seconds West, record), 157.37 feet;
South 18 degrees 46 minutes 21 seconds West (South 18 degrees 49 minutes 31 seconds West, record), 289.62 feet;
North 61 degrees 30 minutes 49 seconds West (North 61 degrees 31 minutes 19 seconds West, record), 294.22 feet;
North 30 degrees 50 minutes 57 seconds East (North 30 degrees 50 minutes 27 seconds East, record), 86.66 feet;
North 12 degrees 40 minutes 01 seconds East (North 12 degrees 39 minutes 31 seconds East, record), 131.09 feet;
North 53 degrees 56 minutes 08 seconds East (North 53 degrees 55 minutes 38 seconds East, record), 199.38 feet;
North 3 degrees 50 minutes 57 seconds East (North 3 degrees 50 minutes 27 seconds East, record), 147.59 feet;
North 13 degrees 48 minutes 15 seconds West (North 13 degrees 48 minutes 45 seconds West, record), 111.69 feet;
North 83 degrees 37 minutes 17 seconds West (North 83 degrees 37 minutes 47 seconds West, record), 129.85 feet;
North 52 degrees 21 minutes 28 seconds West (North 52 degrees 06 minutes 55 seconds West record), 283.24 feet (283.77 feet record);
North 0 degrees 17 minutes 03 seconds East (North 0 degrees 16 minutes 33 seconds East, record), 707.22 feet to a point on the North line of said Section 5;
North 89 degrees 57 minutes 04 seconds East (North 89 degrees 56 minutes 49 seconds East, record), 578.18 feet along the North line of said Section 5;
North 0 degrees 05 minutes 58 seconds West (North 0 degrees 07 minutes 19 seconds West, record), 651.31 feet;
thence North 31 degrees 54 minutes 28 seconds East, 10.23 feet;
North 89 degrees 57 minutes 04 seconds East (North 89 degrees 56 minutes 49 seconds East, record), 613.43 feet (612.57 feet, record) to the Northwest corner of GOLD CANYON EAST, said point lying on a non-tangent curve, concave Southwest, from which the radius bears South 27 degrees 27 minutes 30 seconds West, a distance of 1120.00 feet;
thence the following six courses along the boundary of said Parcel 2 and the Westerly boundary of GOLD CANYON EAST;
Southeastly 1165.93 feet (1167.47 feet, record) along the arc of said curve through a central angle of 59 degrees 38 minutes 43 seconds (59 degrees 43 minutes 27 seconds, record);
South 2 degrees 53 minutes 47 seconds East, 613.88 feet to the beginning of a curve concave Northeast, having a radius of 800.00 feet;
Southeastly 674.50 feet (674.53 feet, record), along the arc of said curve through a central angle of 48 degrees 18 minutes 27 seconds (48 degrees 18 minutes 34 seconds, record) to a point on the East line of Section 5;

Continued.

Legal Description - continued

(Parcel No. 2 continued)

South 0 degrees 01 minutes 10 seconds East (0 degrees 02 minutes 01 seconds East, record), 569.97 feet (590.00 feet, record) along said East line;

South 75 degrees 13 minutes 13 seconds West (South 75 degrees 13 minutes 21 seconds West, record) 195.84 feet (196.47 feet, record);
South 50 degrees 56 minutes 52 seconds West (South 50 degrees 49 minutes 14 seconds West, record) 154.15 feet (154.19 feet, record) to the POINT OF BEGINNING.

EXCEPT

(Golf Hole #6)

A parcel of land located in the East half of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the intersection of the Northerly boundary of GOLD CANYON EAST, a subdivision recorded in Cabinet A, slide 196, records of Pinal County, Arizona, (referred to herein as "record"), with the Westerly right of way line of East Golden Rim Circle as shown on said plat, said point lying on a curve, concave, Southwest from which the radius bears South 27 degrees 27 minutes 30 seconds West (South 27 degrees 22 minutes 41 seconds West, calculated from record) a distance of 1120.00 feet; thence Southeasterly 1165.93 feet (1167.49 feet record) along the arc of said curve and Westerly right of way line through a central angle of 59 degrees 18 minutes 43 seconds (59 degrees 43 minutes 32 seconds record); thence South 02 degrees 53 minutes 47 seconds East a distance of 633.88 feet along said Westerly right of way line to the beginning of a curve concave Northeast having a radius of 800.00 feet; thence Southeasterly 526.96 feet along the arc of said curve and Westerly right of way line, through a central angle of 37 degrees 44 minutes 26 seconds to a point of reverse curvature of a curve having a radius of 170.00 feet, said point also being the POINT OF BEGINNING; thence Southwesterly 414.55 feet along the arc of said curve, through a central angle of 139 degrees 42 minutes 56 seconds; thence North 80 degrees 55 minutes 17 seconds West a distance of 739.84 feet to the beginning of a curve to the right concave Southeast having a radius of 75.00 feet; thence Northwesterly, Northerly and Northeasterly 216.96 feet along the arc of said curve through a central angle of 165 degrees 44 minutes 49 seconds; thence North 84 degrees 49 minutes 32 seconds East a distance of 739.84 feet to the beginning of a curve concave Southwest, having a radius of 170.00 feet; thence Southeasterly 161.82 feet along the arc of said curve through a central angle of 54 degrees 32 minutes 15 seconds to the POINT OF BEGINNING.

Continued.....

Legal Description - continued

(Parcel No. 2 continued)

(AND EXCEPT Golf Hole #11)

A parcel of land located in the East half of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the intersection of the Northerly boundary of GOLD CANYON EAST, according to Cabinet A, Slide 196, records of Pinal County, Arizona, with the Westerly right of way line of East Golden Rim Circle as shown on said plat, said point lying on a curve concave Southwest from which the radius bears South 27 degrees 27 minutes 30 seconds West (South 27 degrees 22 minutes 41 seconds West, record) a distance of 1120.00 feet; thence Southeasterly 177.01 feet along the arc of said curve and Westerly right of way line through a central angle of 09 degrees 03 minutes 18 seconds to a point of compound curvature of a curve having a radius of 150.00 feet said point also being the POINT OF BEGINNING; thence Southeasterly 64.93 feet along the arc of said curve through a central angle of 24 degrees 48 minutes 08 seconds; thence South 28 degrees 41 minutes 04 seconds East a distance of 809.39 feet to the beginning of a curve concave Southwest having a radius of 170.00 feet; thence Southeasterly 74.37 feet along the arc of said curve through a central angle of 35 degrees 03 minutes 59 seconds to a point of compound curvature of a curve having a radius of 1120.00 feet, said point also lying on the said Westerly right of way line of East Golden Rim Circle; thence Southeasterly 14.11 feet along the arc of said curve through a central angle of 00 degrees 43 minutes 18 seconds along said Westerly right of way line; thence South 02 degrees 53 minutes 47 seconds East a distance of 797.47 feet along said Westerly right of way line and the extension thereof to the beginning of a curve concave Northwest having a radius of 75.00 feet; thence Southwesterly 218.09 feet along the arc of said curve through a central angle of 166 degrees 36 minutes 25 seconds; thence North 16 degrees 17 minutes 22 seconds West a distance of 795.22 feet; thence North 23 degrees 51 minutes 12 seconds West a distance of 795.17 feet to the beginning of a curve concave Southeast having a radius of 150.00 feet; thence Northeasterly 398.90 feet along the arc of said curve through a central angle of 192 degrees 22 minutes 00 seconds to the POINT OF BEGINNING;

AND EXCEPT Golf Hole #12 and a portion of Golf Hole #13

A parcel of land located in the East half of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Northeast corner of Parcel 27A as described in that Special Warranty Deed recorded in Docket 2108, page 30, records of Pinal County, Arizona, said point lying on the North line of Section 5; thence South 00 degrees 17 minutes 03 seconds West a distance of 707.22 feet along the East line of said Parcel 27A; thence South 32 degrees 21 minutes 28 seconds East a distance of 283.24 feet along said East line to an angle point in the boundary of Parcel 2C as described in Docket 1893, page 776, records of Pinal County, Arizona;

Continued.....

Legal Description - continued

(Parcel No. 2 continued)

thence the following three courses along the boundary of said Parcel 2C: South 83 degrees 37 minutes 17 seconds East 129.85 feet; South 13 degrees 48 minutes 15 seconds East 111.69 feet; South 03 degrees 50 minutes 57 seconds West 20.51 feet;
thence North 14 degrees 25 minutes 55 seconds East a distance of 769.91 feet;
thence North 85 degrees 25 minutes 12 seconds East a distance of 575.43 feet to the beginning of a curve concave Northwest having a radius of 75.00 feet;
thence Northeasterly 221.05 feet along the arc of said curve through a central angle of 169 degrees 37 minutes 53 seconds;
thence North 84 degrees 12 minutes 41 seconds West a distance of 569.25 feet;
thence North 05 degrees 17 minutes 39 seconds East a distance of 25.80 feet to an angle point in the boundary of Parcel 27B as recorded in said Special Warranty Deed, said point on the North line of Section 5;
thence South 89 degrees 57 minutes 05 seconds West a distance of 578.18 feet along the North line of Section 5 to the POINT OF BEGINNING.

AND EXCEPT A portion of Golf Hole #1

A parcel of land located in the East half of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Northeast corner of Parcel 27A as described in that Special Warranty Deed recorded in Docket 2108, page 20, records of Pinal County, Arizona, said point lying on the North line of Section 5;
thence South 00 degrees 17 minutes 03 seconds West a distance of 707.22 feet along the East line of said Parcel 27A;
thence South 52 degrees 21 minutes 28 seconds East a distance of 283.24 feet along said East line to an angle point in the boundary of Parcel 2C as described in Docket 1893, page 776, records of Pinal County, Arizona;
thence the following seven courses along the boundary of said parcel 2C: South 83 degrees 37 minutes 17 seconds East 129.85 feet; South 13 degrees 48 minutes 15 seconds East 111.69 feet; South 03 degrees 50 minutes 57 seconds West 147.59 feet; South 53 degrees 56 minutes 08 seconds West 87.69 feet to the point of beginning; continue South 53 degrees 36 minutes 08 seconds West 111.69 feet; South 12 degrees 40 minutes 01 seconds West 131.09 feet; South 30 degrees 50 minutes 57 seconds West 25.72 feet;
thence North 31 degrees 30 minutes 13 seconds East a distance of 753.03 feet to the POINT OF BEGINNING.

Continued.....

Legal Description - continued

(Parcel No. 2 continued)

AND EXCEPT A portion of Golf Hole #14

A parcel of land located in the East half of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Northeast corner of Parcel 27A, as described in that Special Warranty Deed recorded in Docket 2108, page 20, records of Pinal County, Arizona, said point lying on the North line of Section 5;
thence South 00 degrees 17 minutes 03 seconds West a distance of 702.22 feet along the East line of said Parcel 27A;
thence South 52 degrees 21 minutes 28 seconds East a distance of 283.26 feet along said East line to an angle point in the boundary of Parcel 2C as described in Docket 1893, page 776, records of Pinal County, Arizona;
thence the following eight courses along the boundary of said Parcel 2C: South 83 degrees 37 minutes 17 seconds East 123.85 feet; South 13 degrees 48 minutes 15 seconds East 111.89 feet; South 03 degrees 50 minutes 57 seconds West 147.59 feet; South 53 degrees 56 minutes 08 seconds West 199.38 feet; South 12 degrees 40 minutes 01 seconds West 131.09 feet; South 30 degrees 50 minutes 57 seconds West 49.66 feet to the point of beginning; continue South 30 degrees 30 minutes 57 seconds West 37.00 feet; South 61 degrees 31 minutes 49 seconds East 190.29 feet;
thence North 35 degrees 54 minutes 17 seconds East a distance of 146.71 feet to the beginning of a curve concave Southwest having a radius of 75.00 feet;
thence Northwesterly 216.82 feet along the arc of said curve through a central angle of 165 degrees 38 minutes 19 seconds;
thence South 50 degrees 15 minutes 59 seconds West a distance of 178.62 feet to the POINT OF BEGINNING.

AND

EXCEPT the "FINGER PARCEL"

A portion of that parcel of land described as Parcel No. 2 in that certain RTC Arizona Special Warranty Deed recorded in Docket 1966, page 829, records of Pinal County, Arizona, located in the Southeast quarter of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 5;
thence North 0 degrees 02 minutes 04 seconds West (North 0 degrees 91 minutes 37 seconds West record) a distance of 1731.48 feet (1730.39 feet record) along the East line of Section 5 also being the West boundary of GOLD CANYON EAST, a subdivision recorded in Cabinet A, Slide 196, records of Pinal County, Arizona;

thence the following three courses along the Westerly boundary of GOLD CANYON EAST;
North 28 degrees 51 minutes 48 seconds West (North 28 degrees 52 minutes 18 seconds West record) 205.04 feet (205.70 feet record);
North 8 degrees 17 minutes 56 seconds West (North 8 degrees 18 minutes 26 seconds West record) 446.80 feet;
North 26 degrees 27 minutes 45 seconds West (North 26 degrees 28 minutes 15 seconds West record) 328.05 feet to an angle point in the boundary of said Parcel No. 2;
thence the following 19 courses along the boundary of said Parcel No. 2:

Continued.....

Legal Description - continued

(Parcel No. 2 continued)

North 44 degrees 37 minutes 58 seconds West (North 44 degrees 38 minutes 28 seconds West record) 119.92 feet;
North 38 degrees 30 minutes 24 seconds West (North 38 degrees 30 minutes 34 seconds West record) 128.11 feet;
South 83 degrees 30 minutes 11 seconds West (South 83 degrees 29 minutes 41 seconds West record) 85.14 feet to the POINT OF BEGINNING;
South 14 degrees 47 minutes 18 seconds West (South 14 degrees 46 minutes 48 seconds West record) 351.69 feet;
South 11 degrees 32 minutes 41 seconds East (South 11 degrees 33 minutes 13 seconds West record) 232.94 feet;
South 2 degrees 59 minutes 51 seconds West (South 2 degrees 59 minutes 21 seconds West record) 79.31 feet;
South 14 degrees 40 minutes 41 seconds West (South 14 degrees 40 minutes 11 seconds West record) 233.03 feet;
South 9 degrees 14 minutes 53 seconds East (South 9 degrees 15 minutes 23 seconds West record) 261.15 feet;
South 1 degrees 54 minutes 07 seconds West (South 1 degrees 53 minutes 37 seconds West record) 791.60 feet;
North 89 degrees 59 minutes 30 seconds West (West record) 300.00 feet;
North 56 degrees 05 minutes 46 seconds West (North 56 degrees 06 minutes 16 seconds West record) 209.60 feet (209.58 feet record);
North 2 degrees 59 minutes 02 seconds East (North 2 degrees 58 minutes 32 seconds East record) 881.14 feet;
North 3 degrees 39 minutes 46 seconds East (North 3 degrees 39 minutes 16 seconds East record) 122.84 feet;
North 22 degrees 36 minutes 05 seconds East (North 22 degrees 55 minutes 35 seconds East record) 152.76 feet;
North 22 degrees 25 minutes 07 seconds West (North 22 degrees 25 minutes 37 seconds West record) 206.89 feet;
North 14 degrees 25 minutes 37 seconds West (North 14 degrees 26 minutes 07 seconds West record) 140.71 feet;
North 2 degrees 02 minutes 02 seconds West (North 2 degrees 02 minutes 32 seconds West) 131.39 feet;
North 17 degrees 35 minutes 06 seconds West (North 17 degrees 55 minutes 36 seconds West record) 184.90 feet;
North 21 degrees 57 minutes 06 seconds West (North 21 degrees 57 minutes 36 seconds West record) 351.72 feet,
thence South 89 degrees 59 minutes 30 seconds East a distance of 750.82 feet;
thence South 0 degrees 00 minutes 30 seconds West a distance of 282.50 feet to the POINT OF BEGINNING.

PARCEL NO. 11

A portion of that parcel of land described as Parcel No. 2 in that certain RTC Arizona Special Warranty Deed : recorded in Docket 1966, page 829, records of Pinal County, Arizona, located in the Southeast quarter of Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 5;
thence North 0 degrees 01 minutes 04 seconds West (North 0 degrees 01 minutes 57 seconds West record) a distance of 1731.48 feet (1730.55 feet record) along the East line of Section 5 also being the West boundary of GOLD CANYON EAST, a subdivision recorded in Cabinet A, Slides 196, records of Pinal County, Arizona;

Continued.....

Legal Description - continued

(Parcel No. 3 continued)

thence the following three courses along the Westerly boundary of GOLD CANYON EAST;
North 28 degrees 51 minutes 46 seconds West (North 28 degrees 52 minutes 18 seconds West record) 205.04 feet (205.70 feet record);
North 8 degrees 17 minutes 56 seconds West (North 8 degrees 18 minutes 36 seconds West record) 446.80 feet;
North 26 degrees 27 minutes 45 seconds West (North 26 degrees 28 minutes 15 seconds West record) 328.05 feet to an angle point in
the boundary of said Parcel No. 2;
thence the following 19 courses along the boundary of said Parcel
No. 2:
North 44 degrees 37 minutes 58 seconds West (North 44 degrees 38 minutes 28 seconds West record) 119.92 feet;
North 58 degrees 30 minutes 24 seconds West (North 58 degrees 30 minutes 34 seconds West record) 128.11 feet;
South 83 degrees 30 minutes 11 seconds West (South 83 degrees 29 minutes 41 seconds West record) 85.34 feet to the POINT OF
BEGINNING;
South 14 degrees 47 minutes 18 seconds West (South 14 degrees 46 minutes 48 seconds West record) 351.69 feet;
South 11 degrees 52 minutes 43 seconds East (South 11 degrees 53 minutes 13 seconds West record) 232.94 feet;
South 2 degrees 59 minutes 51 seconds West (South 2 degrees 59 minutes 31 seconds West record) 79.31 feet;
South 14 degrees 40 minutes 41 seconds West (South 14 degrees 40 minutes 11 seconds West record) 233.03 feet;
South 9 degrees 14 minutes 51 seconds East (South 9 degrees 15 minutes 23 seconds West record) 261.15 feet;
South 1 degrees 54 minutes 07 seconds West (South 1 degrees 53 minutes 37 seconds West record) 791.60 feet;
North 89 degrees 59 minutes 30 seconds West (West record) 300.00
feet;
North 56 degrees 05 minutes 46 seconds West (North 56 degrees 06 minutes 16 seconds West record) 209.60 feet (209.58 feet record);
North 2 degrees 59 minutes 02 seconds East (North 2 degrees 58 minutes 32 seconds East record) 883.14 feet;
North 3 degrees 39 minutes 46 seconds East (North 3 degrees 39 minutes 16 seconds East record) 122.84 feet;
North 22 degrees 56 minutes 09 seconds East (North 22 degrees 55 minutes 35 seconds East record) 152.76 feet;
North 22 degrees 25 minutes 07 seconds West (North 22 degrees 25 minutes 17 seconds West record) 206.89 feet;
North 14 degrees 25 minutes 37 seconds West (North 14 degrees 26 minutes 07 seconds West record) 140.71 feet;
North 2 degrees 02 minutes 01 seconds West (North 2 degrees 02 minutes 32 seconds West) 131.39 feet;
North 17 degrees 55 minutes 06 seconds West (North 17 degrees 55 minutes 36 seconds West record) 164.90 feet;
North 21 degrees 57 minutes 06 seconds West (North 21 degrees 57 minutes 36 seconds West record) 351.72 feet;
thence South 89 degrees 59 minutes 30 seconds East a distance of
790.82 feet;
thence South 0 degrees 00 minutes 30 seconds West a distance of
282.50 feet to the POINT OF BEGINNING.

continued.....

Legal Description - continued

PARCEL NO. 4:

BEING a tract of land situated in Pinal County, Arizona and located in Section 32, Township 1 North, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and being a portion of that certain tract of land as described by Deed recorded at Fee No. 1996 - 013535, records of Pinal County, Arizona and being more particularly described as follows:

BEGINNING at the Northwest corner of said tract of land; thence along the North line of said tract of land, North 89 degrees 56 minutes 52 seconds East, a distance of 1547.37 feet to a point in the East line of said Section 32; thence along the East line of said Section 32, South 00 degrees 06 minutes 32 seconds East, a distance of 602.90 feet; thence South 89 degrees 57 minutes 04 seconds West, a distance of 1,542.57 feet; thence North 31 degrees 54 minutes 28 seconds East, a distance of 359.57 feet to the point of curvature of a curve to the left having a radius of 75.00 feet; thence Northwesterly along the arc of said curve through a central angle of 170 degrees 51 minutes 30 seconds for a distance of 223.65 feet to the point of tangency; thence South 41 degrees 02 minutes 38 seconds West, a distance of 115.00 feet to an angle point in a West line of said Tract of land; thence along said West line, North 00 degrees 02 minutes 56 seconds West, a distance of 295.40 feet to the POINT OF BEGINNING;

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land.

PARCEL NO. 5:

BEING a parcel of land situated in Pinal County, Arizona and located in Section 32, Township 1 North, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and being a portion of that certain tract of land as described by Deed recorded at Fee No. 1996 - 013535, records of Pinal County, Arizona, and being more particularly described as follows:

COMMENCING at the Northeast corner of Parcel 27A as described by Deed recorded at Fee No. 1995 - 014472, records of Pinal County, Arizona in the South line said Section 32; thence along the Southerly line of said Section 32 same being a Southerly line of the above mentioned tract of land, North 89 degrees 57 minutes 05 seconds East, a distance of 74.06 feet to the POINT OF BEGINNING; thence North 48 degrees 57 minutes 01 seconds East, a distance of 281.54 feet; thence North 31 degrees 54 minutes 28 seconds East, a distance of 549.94 feet to a point in an East line of said tract of land; thence along said East line South 00 degrees 05 minutes 58 seconds East, a distance of 651.31 feet to a point in the South line of said Section 32; thence along the South line of said Section 32, South 89 degrees 57 minutes 05 seconds West, a distance of 504.12 feet to the POINT OF BEGINNING.

Continued....

Legal Description - continued

(Parcel No. 5 continued)

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land

PARCEL NO. 6:

BEING a parcel of land situated in Pinal County, Arizona and located in Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and being a portion of that certain tract of land as described by Deed recorded at Fee No. 1996 - 013535, records of Pinal County, Arizona and being more particularly as follows:

COMMENCING at the Northeast corner of Parcel 27A as described by Deed recorded at Fee No. 1995 - 034472, records of Pinal County, Arizona in the North line of said Section 5; thence along the East line of said Parcel 27A being common with a West line of the above mentioned tract of land, South 00 degrees 17 minutes 03 seconds West, a distance of 64.71 feet to the POINT OF BEGINNING; thence continuing along said common line South 00 degrees 17 minutes 03 seconds West, a distance of 561.48 feet; thence North 43 degrees 14 minutes 32 seconds West, a distance of 132.21 feet; thence North 34 degrees 19 minutes 06 seconds West, a distance of 293.00 feet; thence North 48 degrees 57 minutes 01 seconds East, a distance of 342.87 feet to the POINT OF BEGINNING;

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land.

PARCEL NO. 7:

BEING a tract of land situated in Pinal County, Arizona and located in Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and being a portion of that certain tract of land known as "Golf Hole #12 and a Portion of Golf Hole #13" as described in Deed recorded at Fee No. 1996 - 012291, records of Pinal County, Arizona and being more particularly described as follows:

COMMENCING at the Northwest corner of said tract of land same being the Northeast corner of that certain tract of land known as, "Parcel 27A" as described by Deed recorded at Fee No. 1995 - 034472, records of Pinal County, Arizona in the North line of said Section 5; thence along a line common to said tracts of land, South 00 degrees 17 minutes 03 seconds West, a distance of 64.71 feet to the POINT OF BEGINNING;

Continued.....

Legal Description - continued

(Parcel No. 7 - continued)

thence continuing along said common line South 00 degrees 17 minutes 03 seconds West, a distance of 563.48 feet; thence South 43 degrees 14 minutes 32 seconds East, a distance of 148.20 feet to a point in a Southerly line of said tract of land; thence along said Southerly line South 83 degrees 37 minutes 17 seconds East, a distance of 119.10 feet to an angle point; thence South 13 degrees 48 minutes 15 seconds East, a distance of 111.62 feet to an angle point; thence South 03 degrees 50 minutes 57 seconds West, a distance of 10.51 feet; thence North 14 degrees 25 minutes 55 seconds East a distance of 227.90 feet to a point in a non-tangent curve to the right from which the radius point of said curve bears North 35 degrees 29 minutes 18 seconds East a distance of 1519.75 feet; thence Northwesterly along the arc of said curve through a central angle of 20 degrees 18 minutes 44 seconds for a distance of 538.77 feet to the point of curvature of a compound curve to the right having a radius of 145.75 feet; thence Northwesterly along the arc of said compound curve through a central angle of 19 degrees 05 minutes 40 seconds for a distance of 99.45 feet; thence South 75 degrees 10 minutes 12 seconds East a distance of 363.05 feet; thence North 38 degrees 41 minutes 47 seconds East a distance of 176.68 feet; thence North 53 degrees 40 minutes 8 seconds East a distance of 7.74 feet; thence North 15 degrees 37 minutes 29 seconds West a distance of 286.66 feet to a point in the North line of said "Golf Hole #12 and a portion of Golf Hole #13"; thence along said North line South 89 degrees 57 minutes 05 seconds West a distance of 348.91 feet; thence South 48 degrees 57 minutes 01 seconds West a distance of 98.62 feet to the POINT OF BEGINNING;

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land.

PARCEL NO. 81

BEING a parcel of land situated in Pinal County, Arizona and located in Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, being a portion of that certain tract of land known as Parcel #2C as described by Deed recorded at Fee No. 1996 - 012294, records of Pinal County, Arizona and being more particularly described as follows:

COMMENCING at the South corner of that certain tract of land as described by Deed recorded at Fee No. 1996 - 013535, records of Pinal County, Arizona in a Northwesterly line of said Parcel #2C; thence along the Southeasterly line of said Tract of land being common to said Northwesterly line of said Parcel #2C, North 36 degrees 21 minutes 43 seconds East, a distance of 168.09 feet to the POINT OF BEGINNING;

Continued.....

Legal Description - continued

(Parcel No. 3 continued)

thence continuing along said common line, North 36 degrees 71 minutes 49 seconds East, a distance of 201.54 feet to a point in a non-tangent curve to the left from which the radius point of said curve bears North 33 degrees 28 minutes 23 seconds East, a distance of 150.00 feet;
thence Northeasterly along the arc of said curve through a central angle of 166 degrees 42 minutes 55 seconds for a distance of 436.46 feet;
thence North 43 degrees 14 minutes 32 seconds West, a distance of 6.84 feet to a point of the Easterly line of said Parcel #2C;
thence along the Easterly line said Parcel #2C, the following:
South 83 degrees 37 minutes 17 seconds East, a distance of 115.10 feet;
South 13 degrees 48 minutes 15 seconds East, a distance of 111.69 feet;
South 03 degrees 50 degrees 57 minutes West, a distance of 112.14 feet;
thence South 73 degrees 31 minutes 07 seconds West, a distance of 377.59 feet to the point of curvature of a curve to the left having a radius of 150.00 feet;
thence Southwesterly along the arc of said curve through a central angle of 37 degrees 09 minutes 22 seconds for a distance of 97.17 feet to the POINT OF BEGINNING;

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land.

PARCEL NO. 4.

BEING a parcel of land situated in Pinal County, Arizona and located in Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and being a portion of that certain tract of land as described by Deed recorded at Fee No. 1996 - 013535 records of Pinal County, Arizona, and being more particularly described as follows:

BEGINNING at the South corner of said tract of land;
thence along the Westerly line of said tract of land North 08 degrees 39 minutes 53 seconds West, a distance of 566.75 feet to an angle point;
thence continuing along said Westerly line North 21 degrees 26 minutes 49 seconds West, a distance of 122.56 feet;
thence South 47 degrees 39 minutes 36 seconds East, a distance of 479.64 feet to the point of curvature of a curve to the left having a radius of 150.00 feet;
thence Southeasterly along the arc of said curve through a central angle of 13 degrees 52 minutes 01 seconds for a distance of 36.30 feet to a point in the Southeasterly line of said tract of land;
thence along said Southeasterly line, South 36 degrees 21 minutes 45 seconds West, a distance of 369.63 feet to the POINT OF BEGINNING;

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land.

Continued.....

Legal Description - continued

PARCEL NO. 10:

BEING a parcel of land situated in Pinal County, Arizona and located in Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and being a portion of that certain parcel of land known as "A Portion of Golf Hole #14" as described by Deed recorded at Fee No. 1996 - 012291, records of Pinal County, Arizona and being more particularly described as follows:

BEGINNING at the south corner of said parcel of land; thence along the Southwesterly line at said parcel of land, North 61 degrees 30 minutes 49 seconds West, a distance of 169.13 feet; thence North 59 degrees 10 minutes 50 seconds East, a distance of 284.08 feet to a point in a non-tangent curve to the right from which the radius point of said curve bears South 51 degrees 00 minutes 32 seconds West, a distance of 75.00 feet; thence Southerly along the arc of said curve through a central angle of 74 degrees 53 minutes 45 seconds for a distance of 98.04 feet to the point of tangency; thence South 35 degrees 54 minutes 17 seconds West, a distance of 166.71 feet to the POINT OF BEGINNING;

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land.

PARCEL NO. 11:

BEING a tract of land situated in Pinal County, Arizona and located in Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and being a portion of that certain tract of land known as "Golf Hole #12 and a Portion of Golf Hole #13" as described in Deed recorded at Fee No. 1996 - 012291, records of Pinal County, Arizona and being more particularly described as follows:

COMMENCING at the Northwest corner of said tract of land same being the Northeast corner of that certain tract of land known as, "Parcel 27A" as described by Deed recorded at Fee No. 1995 - 034472, records of Pinal County, Arizona in the North line of said Section 5; thence along a line common to said tracts of land South 00 degrees 17 minutes 03 seconds West a distance of 628.19 feet; thence South 43 degrees 14 minutes 32 seconds East a distance of 348.20 feet to a point in a Southerly line of said tract of land; thence along said Southerly line South 13 degrees 37 minutes 17 seconds East a distance of 115.10 feet to an angle point; thence South 13 degrees 48 minutes 15 seconds East a distance of 211.69 feet to an angle point; thence South 03 degrees 50 minutes 57 seconds West a distance of 20.51 feet; thence North 14 degrees 25 minutes 55 seconds East a distance of 327.90 feet to the POINT OF BEGINNING, said point in a non-tangent curve to the right from which the radius point of said curve bears North 35 degrees 29 minutes 18 seconds East a distance of 1519.75 feet;

Continued.....

Legal Description - continued

(Parcel No. 11 continued

thence Northwesterly along the arc of said curve through a central angle of 20 degrees 18 minutes 44 seconds for a distance of 538.77 feet to the point of curvature of a compound curve to the right having a radius of 145.75 feet;
thence Northwesterly along the arc of said compound curve through a central angle of 19 degrees 05 minutes 40 seconds for a distance of 99.45 feet;
thence South 75 degrees 10 minutes 12 seconds East a distance of 363.05 feet;
thence North 38 degrees 41 minutes 47 seconds East a distance of 176.68 feet;
thence North 53 degrees 40 minutes 28 seconds East a distance of 7.74 feet;
thence North 15 degrees 37 minutes 29 seconds West a distance of 286.66 feet to a point in the North line of said "Golf Hole #12 and a portion of Golf Hole #13";
thence along said North line North 89 degrees 57 minutes 05 seconds East a distance of 155.21 feet;
thence along the Easterly line of said tract, the following:
South 04 degrees 17 minutes 39 seconds West a distance of 25.80 feet;
South 84 degrees 12 minutes 41 seconds East a distance of 569.25 feet to the point of curvature of a curve to the right having a radius of 75.00 feet;
Southerly along the arc of said curve through a central angle of 169 degrees 37 minutes 33 seconds for a distance of 122.05 feet to the point of tangency;
South 85 degrees 25 minutes 12 seconds West a distance of 575.43 feet;
South 14 degrees 25 minutes 55 seconds West a distance of 542.01 feet to the POINT OF BEGINNING;

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent of said land.

TOGETHER WITH water line easement appurtenant to Parcels 4 through 11 inclusive as created in instrument recorded at Fee No. 1997 - 006176, over the following described property:

BEING a 10 foot wide strip of land situated in Pinal County, Arizona and located in Section 5, Township 1 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and being a portion of that certain tract of land known as "Parcel 2C" as described in Deed recorded at Fee No. 1996 - 012291, records of Pinal County, Arizona and also being a portion of that certain tract of land referred to as "Resort Property" as described and recorded at Fee No. 1995 - 039138, records of Pinal County, Arizona and being more particularly described as follows:

BEGINNING at the Southwest corner of "Parcel No. 3" as described by Deed recorded at Fee No. 1996 - 02578, records of Pinal County, Arizona, said point being in a Easterly line of said Parcel #2C; thence along the Southerly line of said Parcel No. 3, South 56 degrees 09 minutes 46 seconds East, a distance of 10.17 feet; thence 10 feet East of and parallel with the Easterly line of said Parcel #2C, the following:

Continued.....

Legal Description - continued

(Parcel No. 11 continued)

South 44 degrees 20 minutes 46 seconds West, a distance of 264.43 feet;
South 17 degrees 31 minutes 01 seconds West, a distance of 436.76 feet;
North 88 degrees 30 minutes 30 seconds East, a distance of 161.18 feet;
thence South 00 degrees 18 minutes 48 seconds East, a distance of 268.3 feet to a point in the Northerly line of that certain 25 foot wide easement for pipeline as described in Deed recorded in Docket 1350, page 310 and in Docket 1363, page 827, records of Pinal County, Arizona;
thence along said Northerly line, North 83 degrees 37 minutes 14 seconds West, a distance of 10.07 feet;
thence North 00 degrees 18 minutes 48 seconds West, a distance of 256.93 feet to a point in the Easterly line of said "Parcel 2C";
thence along the Easterly line of said Parcel #2C, the following:
South 88 degrees 30 minutes 30 seconds West, a distance of 165.00 feet;
North 17 degrees 31 minutes 01 seconds East, a distance of 453.17 feet;
North 44 degrees 20 minutes 46 seconds East, a distance of 264.97 feet to the POINT OF BEGINNING.

Amendment to Vista del Corazon Design Guidelines
Dated September 8, 2000

Section 4.20 is amended and restated in its entirety as follows:

4.20. SIGNAGE

Signage can become a visual nuisance if not limited, therefore all security, pool, construction, financing, for sale and other similar signs utilized for advertising or otherwise are prohibited within Vista del Corazon, except as follows:

- a) Address Identification devices described in Section 3.28 of these Guidelines
- b) Temporary Construction Signs described in Section 5.17 of these Guidelines
- c) Temporary "For Sale" signs which met the specifications set forth on the attached Exhibit "A" and which otherwise met the requirements of Section 4.17.3 of the Declaration.
- d) Any signs allowed by the Declaration.

No signs of any type are allowed along the golf course frontage and no signs other than those described above are allowed for homes that are completed. The Committee reserves the right to make exceptions as it deems appropriate.

EXHIBIT "A"



REALTY SIGN SPECIFICATIONS

SINGLE FACE

SIZE. 24"w X 12"d

SIGN MATERIALS: metal

POST: metal

HEIGHT RESTRICTION:
not to exceed 3' from ground

OLD REPUBLIC TITLE AGENCY

When Recorded Return To:
Jeffrey L. Gage, Esq.
P.O. Box 800
Fort Wayne, IN 46801-0800

	OFFICIAL RECORDS OF PINAL COUNTY RECORDER
KATHLEEN C. FELIX	
DATE: 11/26/97	TIME: 1026
FEE : 10.00	
PAGES: 5	
FEE NO: 1997-040771	

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND GRANT OF EASEMENTS FOR
VISTA DEL CORAZON**

This Amendment ("Amendment") is executed as of the 24 day of November, 1997 by Vista del Corazon Community Association, Inc., an Arizona nonprofit corporation ("Association")

RECITALS

A. Superstition Shadows Estates, L.L.C., as Declarant, recorded a Declaration of Covenants, Conditions, Restrictions and Grant of Easements for Vista del Corazon on September 5, 1997, at Fee No 1997-030864 in the Official Records of Pinal County, Arizona ("Declaration"), with respect to the real property described therein and referred to in the Declaration as the "Project", the "Property" or "Vista del Corazon". Unless otherwise defined in this Amendment, each capitalized term used in these Recitals, or elsewhere in this Amendment, shall have the meaning set forth in the Declaration.

B. Article 12 of the Declaration provides for the amendment thereof pursuant to an instrument signed by the President or Vice President of the Association and Recorded.

C. The Association desires to amend the Declaration as herein provided, and the Members have submitted their written approval of this Amendment as required by Section 12.2 of the Declaration.

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals shall constitute a part of this Amendment.

2. **AUTHORITY TO AMEND** The Association hereby represents and certifies that Members holding not less than 75% of the votes in each class of Membership in the Association have approved this Amendment in writing, and have directed the undersigned officer of the Association to execute and Record the same.

3 **AMENDMENT TO "COMMON AREA" DEFINITION** Section 1 11 of the Declaration is hereby deleted and replaced with the following:

1.11 "Common Area" means all real property and the Improvements or amenities thereon, all easements and licenses, and all personal property and facilities, which (i) the Association owns or controls for the common use and enjoyment of all Owners, including, without limitation, all streets and roads shown on the Plat (including, without limitation, the portion of the Project labeled "DRIVEWAY" extending from El Camino del Bien, where it intersects with Camino de Vida, and running along and adjacent to Lot 72, Lot 73 and Lot 75 and connecting with the southeasterly boundary of Lot 74, which shall constitute a "road" for purposes of this Declaration), all entryways and gates, signs for the Project, landscaped areas, flood control and drainage areas and facilities, paths, recreational areas, walkways and other areas intended for pedestrian and vehicular ingress and egress, or (ii) are otherwise designated in this Declaration as Common Area to be maintained, managed and/or supervised by the Association, or (iii) are designated as "open space" or a "Tract" on a Plat, including Tract "A", Tract "B" and Tract "C" shown on the Plat, or (iv) are a part of the Property but are not within a Lot and are not designated as "open space" on a Plat, but are burdened by easements granted in the Golf Course Easement Agreement, or (v) those portions of the Project located along the westerly boundaries of Lots 18, 20, 21, 22 and 23 between said Lots and property not within the Project

used for golf course purposes, which are not labeled on the Plat as a "Tract"

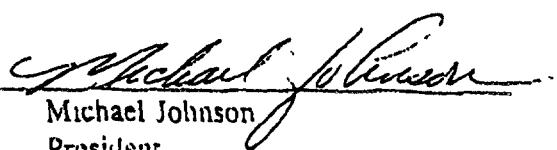
4. **AMENDMENT TO SECTION 3.1.** The initial portion of Section 3.1 of the Declaration, which is comprised of seven lines, is hereby deleted and replaced with the following:

3.1 Owners' Easements of Enjoyment Subject to the rights and easements granted to Declarant in Section 3.6 and the golf course easements referred to in Section 3.8, every Member shall have, and is hereby granted, the non-exclusive right and easement of enjoyment in, to and over the Common Area including, without limitation, all streets and roads shown on the Plat (including, without limitation, the portion of the Project labeled "DRIVEWAY" extending from El Camino del Bien, where it intersects with Camino de Vida, and running along and adjacent to Lot 72, Lot 73 and Lot 75 and connecting with the southeasterly boundary of Lot 74) for the benefit of each such Member and the invitees, Tenants and Residents thereof, which rights and easements shall be appurtenant to and shall pass with title to every Lot, subject to the provisions of this Declaration, including without limitation, the following

IN WITNESS WHEREOF, Vista del Corazon Community Association, Inc , an Arizona nonprofit corporation, has executed this Amendment as of the day and year set forth above.

VISTA DEL CORAZON COMMUNITY
ASSOCIATION, INC , an Arizona nonprofit
corporation

By


Michael Johnson
President

STATE OF ARIZONA)
)
 SS:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25 day of
September, 1997, by Michael Johnson, as President of Vista del Corazon Community
Association, Inc., an Arizona nonprofit corporation.

My Commission Expires:



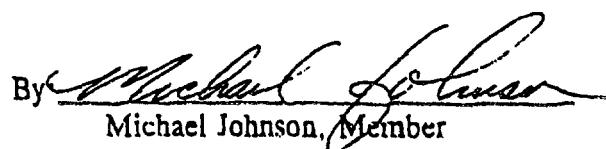
Notary Public
Resident of Maricopa County,
Arizona

APPROVAL OF DECLARANT

Pursuant to Section 12.4 of the Declaration, the undersigned hereby approves the
foregoing Amendment to Declaration of Covenants, Conditions, Restrictions and Grant of
Easements for Vista del Corazon

DECLARANT:

SUPERSTITION SHADOWS ESTATES,
LLC, an Arizona limited liability company

By 
Michael Johnson, Member

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25 day of
January, 1997, by Michael Johnson, as a member of Superstition Shadows Estates,
LLC, an Arizona limited liability company

My Commission Expires:

Notary Public
Resident of Maricopa County,
Arizona

DRAFT

VISTA del CORAZON

DESIGN GUIDELINES

Prepared by H&S International
Draft Date: June 26, 1997

Table of Contents

<i>Section 1</i>	INTRODUCTION	#
<i>Section 2</i>	REVIEW AND APPROVAL PROCESS	#
<i>Section 3</i>	SITE DEVELOPMENT GUIDELINES	#
<i>Section 4</i>	ARCHITECTURAL DESIGN GUIDELINES .	#
<i>Section 5</i>	CONSTRUCTION REGULATIONS	#
<i>Appendices</i>	A Definitions	#
	B Vista del Corazon Design Review Committee	#
	C Approved Plant List	#
	D Prohibited Plant List .	#
	E Approved Sloped Roof Materials List	#
	F Approved Colors List	#
	G Design Review Committee Application Form	#

Section 1
INTRODUCTION

INTRODUCTION

Located at the base of the Superstition Mountains and adjacent to Dinosaur Mountain, Vista del Corazon is a community inspired by nature. Great care has been taken in the design and planning of Vista del Corazon to make it one of the finest communities in the southwest.

(Request additional "marketing" information to add to this section such as intent, positioning or specific marketing "angles")

The terrain, views, and topography vary greatly within Vista del Corazon and each Lot is unique in terms of its natural opportunities and constraints. In order to take advantage of these attributes, each Lot will require a different approach in design and construction of a home. It is the intent of the architectural standards and design restrictions set forth in the Vista del Corazon Design Guidelines, to preserve, protect and enhance the special environment of Vista del Corazon.

The "Vista del Corazon Design Guidelines" (herein after "Guidelines") have been created pursuant to the "Declaration of Covenants, Conditions, Restrictions and Grant of Easements for Vista del Corazon" (herein after the "Declaration"). The Vista del Corazon Design Guidelines apply only to the real and personal property subject to the Declaration. The Guidelines are binding upon all persons in accordance with the Declaration who at any time construct, reconstruct, refinish, alter or maintain any Improvement within Vista del Corazon or make any change in the natural or existing surface, drainage or plant life thereof.

The Vista del Corazon Design Guidelines are administered and enforced by the Vista del Corazon Design Review Committee (herein after "Committee") in accordance with the Declaration and the procedures herein set forth. The Committee has the authority to issue all formal approvals and disapprovals of projects. Each Residence within Vista del Corazon must meet the criteria these Guidelines.

The purpose of the Committee is to evaluate each proposed design, alteration, addition or other Improvement for appropriateness to its own Lot in the context of the community as a whole. The goal is for the appearance and character of all Residences and other Improvements to harmonize with and enhance their natural and manmade surroundings rather than to dominate or sharply contrast with them.

It is expected that the design of each Residence within Vista del Corazon will be custom designed to the unique features of each individual Lot in an effort to achieve integration of man-made Improvements with the natural desert. Each Residence will need to be sited so as to minimize disruption of the existing environment.

Architectural styles are not dictated by these Guidelines, but instead an architectural character appropriate to the desert environment and surrounding community context is required for the design of each Residence. This flexibility allows each design to be a unique reflection of the Owner, while still remaining consistent with the image of Vista del Corazon. The Committee encourages creative architecture, yet warns against architectural styles that are not appropriate to the desert or community context. The desert environment is unlike most others and requires special attention to massing, proportion, texture, color, height, solar orientation, materials and landscape in order to create a Residence compatible with the natural desert environment.

In addition, the rugged terrain and steep slopes will require creative solutions that integrate the Residences and other Improvements into the natural environment. Due to the visibility of these homesites from the surrounding area, each Residence and other Improvements should be designed in such a manner that they blend with their backdrop and seem to disappear when viewed from a distance. The primary objective of these Guidelines is to create Residences and other Improvements with minimal negative visual or environmental impact on the surrounding community.

Section 2
REVIEW AND APPROVAL PROCESS

REVIEW AND APPROVAL PROCESS

In order to assist Owners to take full advantage of the unique opportunities of their Lots in the planning and designing of their Residence, a comprehensive design review process administered by the Committee has been established

Under the Declaration, the Committee is charged with the responsibility of maintaining the standards set forth in "Vista del Corazon Design Guidelines". In addition, the Committee has the authority to issue all formal approvals or disapprovals of projects, and enforce these Guidelines

The Committee may create additional guidelines, policies and procedures applicable to the Guidelines. Please contact the Committee for the latest amendments to these Guidelines, as well as any current policies, prior to proceeding with design.

In general, the design review process is divided into six (6) phases

- Pre-Design Meeting
- Preliminary Design Concepts
- Preliminary Design Submittal
- Final Design Submittal
- Construction Approval
- Final Construction Review

The design review process was developed to provide adequate checkpoints along the way, in an effort to minimize time and money spent on designs which do not adhere to these Guidelines or to the overall philosophy of Vista del Corazon. An attempt has been made to streamline this process to eliminate excessive time delays. Nevertheless, each Owner is directly responsible for complying with these Guidelines and all other applicable provisions of the Declaration as well as all rules and regulations of any governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion.

The Committee will conduct reviews of projects during their regular meetings or at such other times as they deem appropriate. Owners, Architects or Builders shall have no right to attend any meeting of the Committee unless specifically requested to do so by the Committee.

The Committee will respond in writing to the Applicant no later than thirty (30) days after a submittal has been reviewed by the Committee. Results of reviews will not normally be discussed over the telephone with an Owner or his Architect or Builder by the Committee, any of its members, or the Design Review Coordinator. Any responses an Owner may wish to make in reference to issues contained in the Committee's notice following review of submittals should be addressed to the Committee in writing.

Preliminary Design Submittals and Building Envelope Submittals must be made a minimum of seventeen (17) calendar days prior to the review meeting at which time they will be discussed. Preliminary Design Concepts, Final Design Submittals and any revised submittals must be made a minimum of eight (8) calendar days prior to the review meeting at which time they will be discussed. Dates of regularly scheduled Committee meetings are available from the Committee

Although the Committee will enforce all provisions of the Guidelines, the following will be of particular concern.

- (a) The overall visual character and scale of the Residence and other Improvements as viewed from Adjacent Lots and the community as a whole. A primary goal of these Guidelines is to have homes blend into the environment in an attempt to disappear when viewed from a distance
- (b) Siting of the Residence within the Building Envelope to be sensitive to the topography and slopes of the Lot, as well as sensitivity to views and privacy to and from other Lots, Common Areas, or open spaces Building Envelope changes are strongly discouraged and are subject to the restrictions set forth in Section 2 4 and Section 3 1 of these Guidelines.
- (c) Architectural character as viewed from all sides and specifically as viewed from the golf course The massing, texture, colors and materials of the design are critical
- (d) Building heights and masses as per Section 4 3 of these Guidelines.
- (e) Finished Floor Levels and Cut and Fill conditions as per Section 3 8 of these Guidelines with particular attention given to how the Residence and other Improvements nestle into the terrain
- (f) Exterior elevations of the Residence, as well as visual impact from the overall community
- (g) Exterior paint and material colors, as well as color usage and distribution with particular attention given to methods designed to minimize the overall visual impact
- (h) Landscape character and plant materials appropriate to the environment that are placed in natural densities and formations
- (i) Setbacks along the boundary adjacent to the Golf Course, to address visual and safety separation

2.1. ARCHITECTS AND DESIGN PROFESSIONALS

Due to the extreme topography and the high visibility of the Lots within Vista del Corazon, the Committee requires that Owners use the services of qualified registered Architects. While the Committee has no intention of recommending or endorsing any specific Architect, the Committee requires the use of registered Architects. Your Architect should be carefully selected to ensure their understanding of the unique environment of these Lots. The Committee may, at its sole discretion, approve the use of a non-registered design professional if it deems that the design professional is qualified to create design solutions appropriate to these sites and within the intent of these Guidelines. Owners must gain specific approval from the Committee of non-registered design professionals before proceeding. A qualified civil engineer may also be required to design driveways, service utilities and retaining walls, and to evaluate and solve any site drainage issues. Owners should very carefully interview and evaluate potential Architects and design professionals to ensure that they have sufficient experience and knowledge to properly perform the design services in a manner that will result in a Residence and other Improvements that are properly sited within the Lot and with an architectural character that meets both the technical aspects as well as the intent of these Guidelines.

The Committee will not allow the use of what is known in the industry as "standard plans" as they are not designed for the unique characteristics of the Lots within Vista del Corazon. The Committee will also not allow the use of designers, drafting services, builders who design, or design/build firms who do not understand the intent and goals of these Guidelines or those who have not demonstrated the ability to design harmoniously with the desert environment and in the unique topographic conditions of this community. Experience has proven that good design, specific to the Lot, is well worth the money.

2.2. PRE-DESIGN MEETING

To initiate the review and approval process prior to preparing any drawings for a proposed Residence or other Improvement, it is required that the Owner and/or his Architect meet with the Design Review Coordinator to discuss the proposed Residence or Improvements and to explore and resolve any questions regarding building requirements within Vista del Corazon. In addition, the Owner and/or his Architect may discuss any questions regarding the interpretation of the Guidelines. Any amendments to these Guidelines, as well as the current policies and procedures, may be obtained at this time.

This informal review is to offer guidance prior to the initiation of preliminary design. Items discussed in this preliminary meeting are not binding on the Committee, nor do they constitute formal acceptance by the Committee. An appointment for the Pre-Design Meeting should be made at least one (1) week in advance.

Pre-Design Meetings are mandatory and Preliminary Design Concepts and Preliminary

Design Submittals will not be accepted without a Pre-Design Meeting

2.3 PRELIMINARY DESIGN CONCEPTS

Due to the rugged terrain and high visibility of the Lots within Vista del Corazon, Preliminary Design Concepts shall be submitted to the Committee for discussion purposes only, at the beginning of the design process. During this informal review, the Committee will comment on the general design character and make recommendations or suggestions. The purpose of this informal review is to offer guidance in the development of a site plan and architectural character that is appropriate for the site and visual considerations of each Lot at an early stage of the design process. No formal action or approval is granted or implied by this review and all aspects of the design must still conform to these Guidelines.

Preliminary Design Concepts should include a site analysis, concept site plan, concept floor plan or bubble diagram, architectural character sketches and any other information that explains the general design and site planning intent. The drawings and concept sketches must be submitted to the Committee eight (8) calendar days in advance of a regularly scheduled meeting at which time they will be discussed. Dates of regularly scheduled Committee meetings are available from the Committee. The Committee will review the Preliminary Design Concepts and make comments and suggestions which will be communicated to the Applicant in a manner as determined by the Committee.

The Preliminary Design Concepts review process does not constitute approval or implication of approval of a design or any parts of a design by the Committee, nor does it grant any variances or exceptions to these Guidelines. This review is only an attempt to identify and redirect designs that would likely be considered inappropriate by the Committee.

2.4. BUILDING ENVELOPE SUBMITTALS

Any request to change the Building Envelopes established by the approved "Building Envelope Exhibit" is strongly discouraged. Section 3.1 of these Guidelines describes the Building Envelope concept.

Minor Modifications

Some Minor Modifications to the Building Envelope may be allowed by the Committee upon an Owner's application for this specific variance. Minor Modifications to the Building Envelope may be approved when justified in the Committee's opinion, giving consideration to relevant considerations such as views, privacy and the overall character of the development.

Minor Modifications will be considered with a Preliminary Design Submittal and do not require separate submission. Although Minor Modifications will be considered, the Committee has no obligation to approve such proposed modifications for any reason. Minor Modifications shall be defined as changes to the Building Envelope of less than ten (10) feet in any outward direction beyond the original Building Envelope line as shown on the approved Building Envelope Exhibit. Relocation of a Building Envelope to accommodate a driveway, including those Building Envelope changes greater than ten (10) feet for a driveway, will for

the most part be considered Minor Modifications unless, in the opinion of the Committee, the modification in driveway location materially impacts the views, privacy or character of Adjacent Lots, streets or other Common Areas. Regardless of any proposed or approved Minor Modifications to a Building Envelope, the total area of the Building Envelope will not be allowed to exceed the area numerically listed on the approved Building Envelope Exhibit.

Major Modifications

A Major Modification to a Building Envelope shall be defined as any proposed modification that exceeds ten (10) feet in any outward direction from the original Building Envelope line as shown on the approved Building Envelope Exhibit or modifications in driveway locations deemed major by the Committee. Major Modifications to a Building Envelope will require written approval of all Owners of Adjacent Lots on a form provided by the Committee. In the case of Adjacent Lots that are owned by the Developer, written approval of the Developer will be required from a designated agent with the proper signing authority. It is the sole responsibility of the Owner to obtain the written approval of all the Owners of the Adjacent Lots prior to submitting any proposed Major Modifications to a Building Envelope to the Committee. The total area of the revised or modified Building Envelope will not be allowed to exceed the area numerically listed on the approved Building Envelope Exhibit.

In cases where an Owner owns two (2) or more contiguous Lots and wants to combine the two (2) or more Lots into a single homesite, the Owner must receive the consent of the County and the Committee. A reconfiguration of the Building Envelope shall be submitted by the Owner early in the design phase, and the Committee, at its sole discretion, will review and approve the reconfiguration, if appropriate. The Building Envelope for this combined Lot must be approved prior to submitting the Preliminary Design Submittal. In connection with the combining of more than one (1) Lot, a reconfigured Building Envelope may, at the Committee's discretion, span the common Lot line(s). In general, specific written approval of the Owners of Adjacent Lots is not required for a Building Envelope reconfiguration on two or more Lots, although the Committee may, at its sole discretion, require written approval from Owners of Adjacent Lots prior to acting on any proposed Building Envelope reconfiguration on two (2) or more Lots. It is likely that reconfiguration of the Building Envelope on more than one (1) Lot may have greater effect on views from nearby Lots or Common Areas than in the case of a reconfiguration on a single Lot, therefore consideration to the adjacent neighbors should be given with any proposed reconfiguration.

The area of a reconfigured Building Envelope on more than one Lot shall not be allowed to exceed eighty percent (80%) of the sum of the area of the individual Building Envelopes being combined, as numerically listed on the approved Building Envelope Exhibit.

The Committee will require written approval from all Owners of Adjacent Lots prior to approving any Major Modification to a Building Envelope. The Committee reserves the right to deny a request for a Major Modification to a Building Envelope, despite approval of the Owners of Adjacent Lots, if, in the opinion of the Committee, the requested change would adversely affect Vista del Corazon.

Submittals for Major Modifications to a Building Envelope shall include the following items.

- (a) The Application Form, supplied by the Committee, with all information completed
- (b) A Site Plan, at a scale no less than 1"-40', showing Lot boundaries, existing surface contours at one-foot intervals based on the datum used at Vista del Corazon, all protected plants, and a general footprint of the proposed Residence and other Improvements. This plan shall clearly delineate the existing Building Envelope and the proposed modifications to the Building Envelope. Numerical area calculations of the existing and proposed Building Envelope must be provided
- (c) A Vicinity Map, at no less than 1"-100', showing the Lot boundaries and existing Building Envelopes of all Lots within three hundred (300) feet of the subject Lot. If a Lot within three hundred (300) feet has an existing Residence on it, this plan shall show the general footprint of existing Residences and other Improvements. This plan shall identify primary view corridors as determined by the Committee from these Adjacent Lots. This exhibit must also show both the existing and proposed Building Envelopes of the subject Lot
- (d) A brief Narrative describing the need to modify the Building Envelope, including identifying any specific topographic or environmental hardships which are cause for a proposed Building Envelope modification.
- (e) A Letter of Approval from each Owner of an Adjacent Lot in a form acceptable to the Committee, including an 8½"x 11" sketch at 1"-100' scale showing the original Building Envelope, the proposed modifications and the Lot lines and Building Envelopes of the Adjacent Lots attached to each letter of approval
- (f) A Design Review Fee of two hundred dollars (\$200.00) must accompany the submittal. This non-refundable fee will be credited one time only against the full Design Review Fee required with the full Preliminary Design Submittal

Building Envelope submittals must be submitted to the Committee at least seventeen (17) calendar days in advance of a regularly scheduled meeting at which time they will be discussed. Dates of regularly scheduled Committee meetings are available from the Committee.

To assist the Committee in its evaluation of a Major Modification to a Building Envelope, the Owner shall, if requested, provide staking of the proposed modification to the Building Envelope.

Within three (3) work days of the receipt of a complete submittal of the proposed Major Modification to a Building Envelope and all required approval letters from the Owners of Adjacent Lots, the Committee will post a notice at the Lot stating that drawings have been

submitted with respect to the Lot and will be available for review by other Owners during the period stated in the notice. Written comments may be submitted to the Committee regarding the posted Lot up until two (2) calendar days prior to the scheduled meeting date stated on the notice.

After the posting and comment period and any staking of the Lot, the Major Modification to a Building Envelope Submittal will be deemed complete. The Committee will then review the submittal for conformance to the Guidelines and provide a written response to the Applicant.

2.5. THE PRELIMINARY DESIGN SUBMITTAL

Preliminary drawings, including all of the exhibits outlined below, must be submitted to the Committee after the Pre-Design Meeting. Preliminary Design Submittals must be submitted at least seventeen (17) calendar days in advance of a regularly scheduled meeting at which time they will be discussed. Dates of regularly scheduled Committee meetings are available from the Committee.

Preliminary Design Submittals shall include:

- (a) The Application Form, supplied by the Committee, with all information completed.
- (b) A Survey, at no less than 1" = 20', prepared by a land surveyor registered in the state of Arizona, showing Lot boundaries and dimensions, easements, buffers, setbacks, centerline of adjacent streets, utility tap locations, existing surface contours at one-foot intervals based on the datum used at Vista del Corazon, major terrain features such as washes, and all Protected Plants, highlighting those plant materials that will be removed during construction or that are within twenty (20) feet of the proposed Improvements. The survey shall also show all major boulders or boulder clusters (in excess of four (4) feet in diameter) and bedrock outcrops. Major boulder outcroppings shall be protected and maintained as determined jointly by the Owner or his Architect, and the Committee at the time of site plan review. Each Owner submitting drawings for approval to the Committee shall be responsible for the accuracy of all information contained therein.
- (c) A Site Plan, at the same scale as the survey, showing the graphic locations and the numerical area calculations of the Building Envelope (both the original Building Envelope and any proposed Building Envelope in the case of a request for Minor Modifications), the Residence and all other buildings or major structures, driveway, centerline of adjacent streets, parking areas, patios, pools, walls, proposed utility service facilities and routes, site grading including existing and proposed contours and topographic features such as washes, rock outcroppings and existing trees and major shrubs to be retained and to be relocated, and elevations (datums) of all building floors, patios and terraces, shown in relation to site contour elevations. The Site Plan must also include the size of the Lot in square feet and the size of the Building Envelope in square feet as designated on the Building Envelope Exhibit.

- (d) A Massing Diagram which includes the roof plan of the Residence and the plan of the site improvements superimposed over existing topography This drawing shall indicate:
- all parapet and roof ridge heights and any changes in elevation of the parapet and roof ridge heights
 - heights of site walls or retaining walls
 - a bold outline of each building mass in plan.
 - existing preconstruction topography with one-foot contour intervals, contour lines must be legible beneath the footprint of any Residence or other Improvements
 - area calculations, in square feet, identifying the area of the building footprint at or below the lower mass height limit (16'-0" for flat roofs and 17'-6" for sloping roofs) and area of the building footprint above the lower mass height limit See Section 4 3(e) of these Guidelines for specific details For the submittal, these areas should be shaded or color coded to designate each height category
- (e) Roof Plan and Floor Plans (at a scale of no less than 1/8" = 1'-0") Roof plans should show areas and heights of flat and sloped roofs, location of crickets, and locations and heights of all roof-mounted equipment (if allowed) and skylights Floor plans shall show elevations (datums) for each floor level change
- (f) Exterior Elevations of all sides of the Residence including retaining walls, at the same scale as the floor plans, identifying all structure heights, delineating both existing and proposed grade lines and designating all exterior materials and general colors Color selections may be general and not specific for the Preliminary Design Submittal
- (g) A Study Model of the proposed Improvements, at 1/8" = 1'-0" scale, showing the relationship of all proposed Improvements to the contours of the Lot. Care must be taken to accurately represent the massing of all structures and roof forms. The model must clearly show all windows, exterior doors and skylights The model shall include the Owner's name, Architect's name, Builder's name, Lot number, street address and scale of the model. The model must include contours of the entire Lot, and Lot lines / property lines must be shown on the model
- (h) Visual Simulations of the proposed Residence and Improvements are required ONLY if requested by the Committee at the Pre-Design meeting. Due to the extreme visual sensitivity of select Lots within Vista del Corazon, the Committee may require color visual simulation(s) to portray the visual impact of the proposed Residence and Improvements as seen from adjacent areas below The location of view points for the simulation(s) will be determined by the Design Review Coordinator at the Pre-Design Meeting All visual simulations must be shown in real perspective scale with no significant distortion and shall be in color
The approved visual simulation methods include
Computer simulation photograph of the site (taken from points approved by

the Design Review Coordinator at the Pre-Design meeting) is scanned into a quality graphics computer program. A computer generated three-dimensional image of the Residence and the Improvements is then superimposed on the photographic image to create a realistic simulation. The computer generated image must include solid coloring and shading.

Artist simulation photograph of the site (taken from points approved by the Design Review Coordinator at the Pre-Design Meeting) is enlarged and an artist prepares a three-dimensional rendering of the proposed Residence and other Improvements overlaid directly on the photograph to create a realistic simulation.

Or other simulations as approved by the Design Review Coordinator

The visual simulations need to include the correct scale and proportion of the proposed Improvements, correct colors and material representations, shade and shadow, and proposed landscape in a manner that will create a realistic visual image of the proposed Improvements. Visual simulations shall be submitted as 8½" x 11" color photographs or other photographic quality color reproduction.

- (i) The Preliminary Design Submittal shall include one (1) 8½" x 11" paper PMT reduction of each of the required drawings in (b), (c), (d), (e) and (f) above
- (j) Any other drawings, materials or samples requested by the Committee or necessary to explain the design
- (k) A non-refundable Design Review Fee of one thousand dollars (\$1,000.00) must accompany the submittal. In the case of an addition to an existing home, the Design Review Fee will be based on the total area under roof of the addition and will be fifty cents (\$0.50) per square foot. (All fees are subject to change by the Committee, please consult the Committee for a current fee schedule.)

All accessory Improvements proposed on the Lot must be shown on the Preliminary Design Submittal.

To assist the Committee in its evaluation of the Preliminary Design Submittal, the Owner shall, if requested, provide preliminary staking of the locations of the corners of the Residence or other Improvements deemed by the Committee to be major and at such other locations as the Committee may request.

2.5.1. Notice of Preliminary Design Submittal

Within three (3) work days after the submission of a complete Preliminary Design Submittal, the Committee will: 1) post a notice at the Lot, and 2) provide written notice to all Owners of Adjacent Lots within one hundred fifty (150) feet of the subject Lot stating that drawings have been submitted with respect to the Lot and will be available for review by other Owners during the period stated in the notice. Written comments may be submitted to the

Committee regarding the posted Lot up until two (2) calendar days prior to the scheduled meeting date stated on the notice

Written notice to Owners of Adjacent Lots within one hundred fifty (150) feet of the subject Lot will be sent via first-class mail through the U S Postal Service to the mailing address listed with the office of the Association used for the mailing of Association account statements. The Committee is not responsible for notices that are not received by Owners of Adjacent Lots due to failure or timing of the U.S Postal Service, incorrect addresses, or failure of the Owner to pick up mail in a timely fashion

Owners wishing to review a submittal are required to set up an appointment with the Design Review Coordinator, or his designee, to review the submittal. Personal appointments with Association or Committee staff must be scheduled a minimum of two (2) work days in advance and are subject to time availability. Personal reviews are provided only as a courtesy. No drawings, photos or information will be mailed, faxed or delivered to interested parties. Comments must be submitted in writing at least two (2) calendar days prior to the scheduled meeting date stated on the notice. Owners or interested parties are not allowed to attend the Committee meeting unless specifically requested by the Committee.

2.5.2. Review of Preliminary Design Submittal

After the posting, notification and comment period and any staking of the Lot, the Preliminary Design Submittal will be deemed complete. The Committee will then review the submittal for conformance to these Guidelines and will provide a written response to the Applicant.

2.6. FINAL DESIGN SUBMITTAL

After approval of the Preliminary Design Submittal is obtained from the Committee, the following documents, which clearly comply with or satisfactorily resolve the stipulations for preliminary approval, are to be submitted to the Committee for final approval. Final Design Submittals must be made a minimum of eight (8) calendar days prior to a regularly scheduled meeting at which time they will be discussed. Dates of regularly scheduled Committee meetings are available from the Committee.

Final Design Submittals shall include

- (a) The Application Form, supplied by the Committee, with all information completed
- (b) Complete Construction Documents for the Residence, including
 - all data noted in Section 2.5, paragraphs (b), (c), (e) and (f)
 - building sections as required to illustrate the Residence and other Improvements
 - all utility locations, and electric meter, transformer and exterior mechanical equipment locations

- any adjustments to locations and/or areas of the Building Envelope or the Residence
 - height of the top of all skylights and parapets shown on the roof plan
 - locations and manufacturer's catalog cuts of all exterior lighting fixtures
- (c) Samples of all exterior materials and colors, and window and glass specifications, mounted on an 8½" x 11" (maximum size) heavy-stock cardboard identified with manufacturer's name, color and/or number Sample boards shall include Owner's, Architect's and Builder's name, as well as the Lot number Samples of exterior materials such as stone should be submitted via the use of photographs that show color and coursing patterns
- (d) A complete Landscape Plan at the same scale as the Site Plan, showing
- proposed contours and grading if finished grading is different than that on the Final Site Plan.
 - areas to be irrigated, if any, including location of the backflow preventer
 - locations and sizes of all existing and proposed plants Indicate which plants will be relocated and the proposed location of plants within the landscape plan.
 - locations of areas to receive revegetation
 - locations of areas to receive enhanced vegetation
 - decorative features such as pools or imported rocks.
 - specifications as to color and size of mineral landscape elements including approximate size of any boulders proposed.
 - a list of all proposed plants including both the common and the botanical plant name and the plant size Proposed plants not included on the Approved Plant List must be listed on the Landscape Plan with an asterisk before the plant name. A photograph and description of any non-approved plant must be submitted in order to be considered for approval.
 - locations of all existing protected including species, size and condition, as well as the status proposed for each plant (i.e., remain, salvage or destroy) All plants proposed for salvage and transplanting shall be tagged in accordance with governmental requirements.
 - location of all exterior lighting, including cut sheets for all fixtures and a list of proposed bulb types and wattage.
- (e) A Hydrology Report, if required by the Committee, performed by a civil engineer registered in the state of Arizona, in a form acceptable to the Committee
- (g) A Construction Schedule indicating approximate milestone dates for
- start of construction
 - completion of slab/foundations
 - completion of framing
 - completion of exterior wall surfaces
 - completion of roofing
 - completion of all construction

- completion of landscaping
- anticipated occupancy

2.6.1. Final Design Submittal Approval

Upon receipt of the complete Final Design Submittal, the Committee will then review the submittal for conformance to the Guidelines and to any stipulations by the Committee from the Preliminary Design Submittal, and will provide a written response to the Applicant. If the Final Design Submittal is approved, the Committee will provide a Construction Authorization Certificate to be displayed on the rear of the construction sign at the Lot indicating approval of the Final Design Submittal. This certificate must remain posted during the duration of the construction process. The Final Design Submittal must be expressly approved in writing by the Committee prior to commencement of construction or installation of any Improvement.

2.7. RESUBMITTAL OF DRAWINGS

In the event of disapproval by the Committee of either a Preliminary Design Submittal or a Final Design Submittal, any resubmission of drawings must follow the same procedure as the original submittal, except that resubmittals of a Preliminary Design Submittal must be made at least eight (8) calendar days in advance of a regularly scheduled meeting at which time it will be discussed. The resubmission of a Preliminary Design Submittal will not be posted on the Owner's Lot, nor will notification be mailed out unless determined otherwise by the Committee.

2.8. CONSTRUCTION PERMIT

Obtaining plan check approval from the County and securing of a building permit from the County is the responsibility of the Owner and/or Builder. Construction shall be in accordance with the Final Design Submittal approved by the Committee.

2.9. ADDITIONAL CONSTRUCTION AND/OR EXTERIOR CHANGES

Any changes to the approved Final Design Submittal before or during the construction of an Improvement must first be submitted for review and approval Committee. Failure to obtain approval of any changes to the approved Final Design Submittal can result in the Committee or Association causing the existing construction to be modified to match the approved Final Design Submittal, the imposition of fines, or any other remedy available to the Committee or the Association.

2.10. COMMENCEMENT OF CONSTRUCTION

Upon receipt of approval of the Final Design Submittal from the Committee, the Owner shall commence the construction pursuant to the approved Final Design Submittal within one (1) year from the date of the approval. If construction has not commenced within one (1) year

from the date of approval, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Committee prior to the expiration of the one-year period and upon a finding by the Committee that there has been no change in circumstances, the time for commencement is extended in writing by the Committee.

The Owner shall, in any event, complete the construction of the foundation and all exterior surfaces (including the roof, exterior walls, windows, doors and all landscaping) of any Improvement on his Lot within one (1) year after commencing construction except when such completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or natural calamities. If the Owner fails to comply with this paragraph, the Committee may notify the Association of such failure, and the Association, at its option, may complete the exterior in accordance with the approved drawings or remove the Improvement(s), and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

2.11. WORK IN PROGRESS - OBSERVATION FOR DESIGN CONFORMANCE

The Committee may review all work in progress and give notice of non-compliance, if found. The Builder is required to inform the Committee in writing at least ten (10) days prior to the completion of rough framing so that a review for design conformance may be made prior to completion of sheathing. A written note stating this requirement shall be shown by the Architect on the floor plan or framing plan as part of the Final Design Submittal. Absence of such review and notification during the construction period does not constitute approval by The Committee of work in progress or of compliance with these Guidelines or the Declaration.

2.12. FINAL CONSTRUCTION REVIEW

- (a) Upon completion of any Residence or other Improvement for which approval of the Final Design Submittal was given by the Committee, the Owner shall give written Notice of Completion to the Committee prior to occupancy by the Owner.
- (b) The written notice required in paragraph (a) above shall include a copy of the "Certification of Finish Floor Level and Building Height" signed by the Builder on a form provided by the Committee and signed and sealed by a land surveyor or civil engineer registered in the state of Arizona. This form shall certify that the finished floor levels and building heights of the Residence were constructed in accordance with the approved Final Design Submittal. Any changes to the finish floor levels or building heights during the course of construction require specific approval of the Committee prior to the change pursuant to Section 2.9 of these Guidelines.
- (c) Within such reasonable time as the Committee may determine, but in no case exceeding twenty (20) calendar days from receipt of the required written Notice of Completion and the Certification of Finished Floor Level and Building Height, the Committee may review the Residence and/or other Improvements. If it is found that

work was not done in strict compliance with the approved Final Design Submittal, the Committee shall notify the Owner in writing of such non-compliance within thirty (30) calendar days of its receipt of the Owner's Notice of Completion, specifying in reasonable detail the particulars of non-compliance, and shall require the Owner to remedy the same

- (d) If the Owner has failed to remedy any non-compliance within thirty (30) calendar days from the date of the Committee's notice, the Committee shall notify the Owner, and may take such action to complete or remove or remedy the non-complying Improvements as is permitted in these Guidelines or the Declaration including, without limitation, injunctive relief or the imposition of fines
- (e) If, after receipt of the written Notice of Completion from the Owner and after review of the Residence and/or Improvements by the Committee, the Committee finds that all Improvements are deemed to be in accordance with the approved Final Design Submittal, the Guidelines, and any stipulations of approval, the Committee shall notify the Owner in writing of such final construction approval
- (f) If an Owner chooses to occupy the Residence following receipt of a Certificate of Occupancy from the County, but prior to a final construction review (paragraph [c] above) by the Committee, he may do so provided that the work is continued and the written Notice of Completion is given to the Committee within forty-five (45) days of occupancy. If Improvements are not completed within forty-five (45) days of occupancy, the Committee reserves the right to take such action to cause the completion of the Improvements as is permitted in the Guidelines or the Declaration including, without limitation, the imposition of fines

2.13. NON-WAIVER

The approval by the Committee of any drawings or specifications for any work done or proposed, or in connection with any other matter requiring such approval under the Guidelines or the Declaration, including a waiver by the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification or matter whenever subsequently or additionally submitted for approval, or of a non-conforming design or aspect that has not been identified earlier. For example, the Committee may disapprove an item not in conformance with the Guidelines shown on the Final Design Submittal even though it may have been evident and could have been disapproved at the Preliminary Design Submittal.

2.14. RIGHT OF WAIVER

The Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown

Section 3
SITE DEVELOPMENT GUIDELINES

SITE DEVELOPMENT GUIDELINES

The natural topography, vegetation and environment of Vista del Corazon is unique and requires special design attention for site development. Each Lot has unique features of topography, slope, views, drainage, vegetation and access that need to be analyzed in the design process. The Committee stresses the importance of integrated site and Residence design so that homes respond to the natural characteristics of each specific Lot. It is important to realize that designs that may work on one Lot most likely will not on another Lot. The following site development guidelines deal with issues of siting, grading, excavation and landscaping.

The topography and environmental conditions within Vista del Corazon vary dramatically. Some lots are flat and easy to build on, while others are located in rugged and steep areas. Some lots are visible from the overall community, while others are nestled low behind the ridges. Some lots are heavily vegetated, while other lots have sparse existing landscaping. These variable environmental factors must be considered in the design of any Residence within Vista del Corazon. The design of each Residence and other Improvement must respond to the specific site conditions of each lot.

3.1. THE BUILDING ENVELOPE

The Building Envelope is the portion of each Lot within which all Improvements must be built and alterations to the existing landscape may occur. A Building Envelope has been identified for each Lot on the approved Building Envelope Exhibit based on the natural features of the Lot, views, relationship to Building Envelopes on Adjacent Lots, drainage and topography. Modifications to Building Envelopes are strongly discouraged, although some Minor Modifications may be allowed by the Committee upon an Owner's application as part of the design review process pursuant to Sections 2.4 and 2.5 of these Guidelines. Minor Modifications of the Building Envelope may be approved when justified in the Committee's opinion, giving consideration to relevant considerations such as views, privacy and the overall character of the development. Increases in the size of a Building Envelope are strongly discouraged and will only be allowed upon exceptional circumstances, if approved in the sole discretion of the Committee.

The Building Envelope acts as a limit beyond which no construction activity, including grading and access, may take place or materials may be stored. Therefore, all constructed Improvements (i.e., walls, buildings, etc.) must be held a minimum of five (5) feet within the Building Envelope line to allow construction activity to be contained.

Before any conceptual planning is done, and before a Preliminary Design Submittal can be made, an Owner and/or his Architect should discuss the Building Envelope with the Design Review Coordinator during the Pre-Design meeting. Since the Building Envelope is a

maximum allowable building area, screen walls, berms or other landscape elements will not be permitted to delineate Building Envelope borders arbitrarily nor be permitted without relation to other elements of the Residence

Building Envelopes are hereby defined by the "Vista del Corazon Building Envelope Exhibit"

3.2. NATURAL AREA

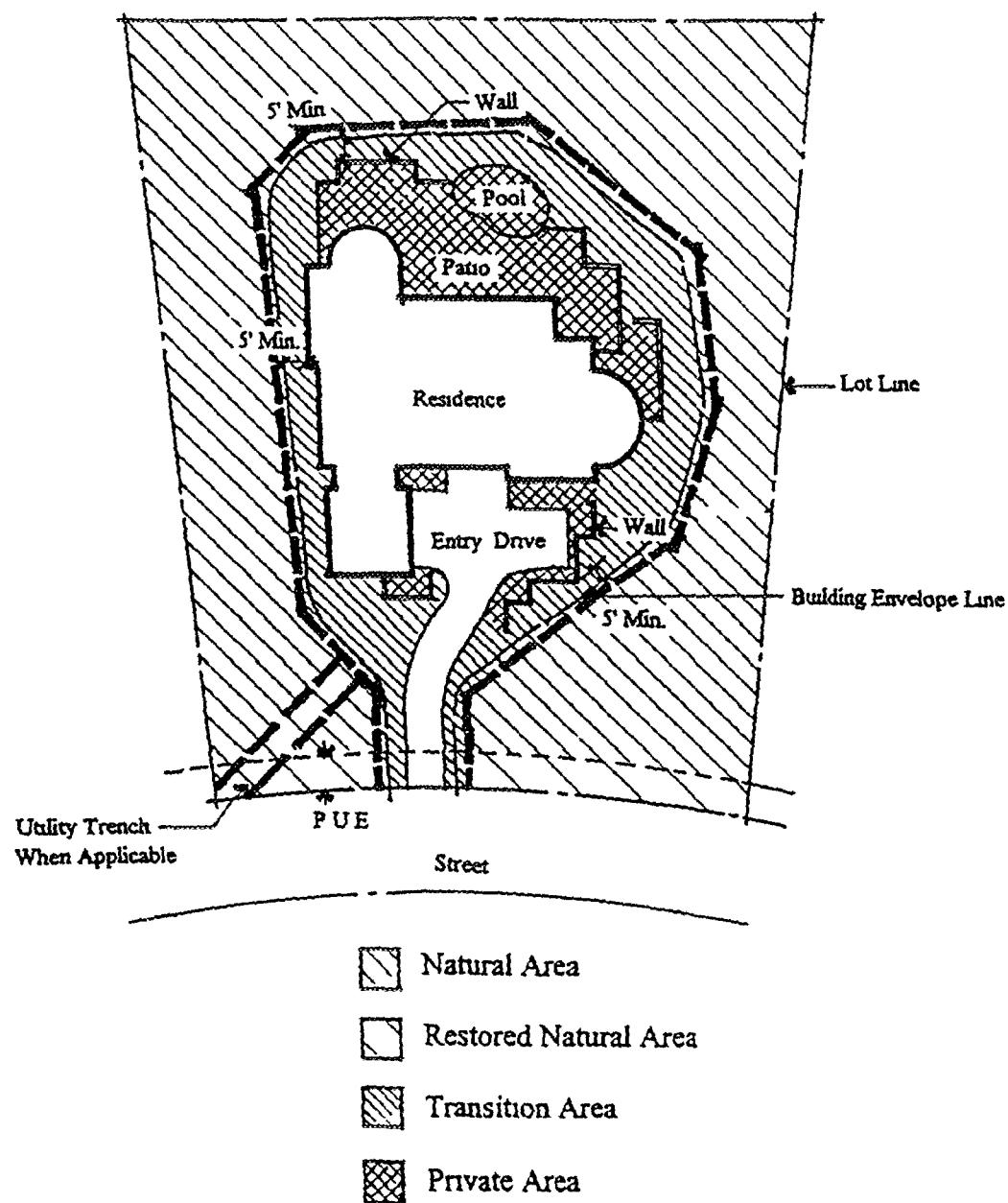
The Natural Area is that portion of the Lot (as designated on the following illustration) which lies outside of the Building Envelope and must remain as natural desert. Additional plant material may be added in the Natural Area if specific approval is granted by the Committee. If allowed, only plants indigenous to the general area of development may be used in the Natural Area. In addition, the density and mix of any added plant material in the Natural Area should approximate the density and mix found in the general area. Irrigation of the Natural Area is not permitted since the indigenous vegetation does not require additional water. Irrigation of the Natural Area can lead to disease and death of the native plants, particularly cactus, and aid in the spread of undesirable plant species or weeds.

3.3. TRANSITIONAL AREA

The Transitional Area is that part of the Building Envelope (as designated on the following illustration) which lies between the Natural Area and the wall of a Residence or other Improvement and is Visible From Neighboring Property. Upon completion of construction, this area must be replanted to match the adjacent Natural Area in appearance. An irrigation system, carefully designed to avoid over spray or runoff onto the Natural Area, may be installed to maintain the transitional planting until it has become established (approximately 1 year). Once the plants are established, use of the system must be discontinued. Only indigenous plant material as specifically identified on the Approved Plant List (Appendix "C") may be planted in the Transitional Area.

3.4. PRIVATE AREA

The Private Area is that part of the Building Envelope (as designated on the following illustration) which is not Visible From Neighboring Property because it is hidden behind walls or structures. The Private Area is the least restrictive in terms of what plants, shrubs and trees can be planted therein. These include those plant materials listed in the Approved Plant List (Appendix "C") and, if first approved in writing by the Committee, any other plant not included in the Prohibited Plant List (Appendix "D"). The Private Area includes, for example, a courtyard, entry or atrium, or the area behind a patio wall where non-indigenous plants would be appropriate despite their increased watering needs. In keeping with the goal to harmonize with the natural desert, the visibility of lawns and other non-indigenous plants from a street, Common Area or Adjacent Lot must be minimized.



3.5. MINIMUM SETBACKS

The minimum setbacks for each lot are determined by the Property Development Standards or the Amended Property Development Standards of the approved Zoning Districts that apply specifically to this project. The minimum setbacks are administered by Pinal County.

Complete setback information is available from the County. Listed below is an abbreviated summary of the minimum setbacks as required by the County, this only represents a summary of the setback information and the Owner is responsible for verifying all applicable setback information with the County. The established Building Envelopes may require greater setbacks than the minimum setbacks of the County approved for this project. The minimum County setbacks are not grounds for any increases or changes in the area or location of a Building Envelope.

Setbacks for the _____ Zoning District are as described in the Property Development Standards for the _____ Zoning District as defined by the Pinal County zoning regulations.

A general outline of the minimum setback requirements are as follows:

- (a) Front Yard: 25 feet.
- (b) Side Yard: 10 feet.
- (c) Rear Yard: 25 feet.
- (d) Minimum distance between main buildings on Adjacent Lots () feet
- (e) Minimum distance between a main building and an accessory building on the same Lot. () feet.
- (f) Minimum distance from back of curb to face of garage door () feet.

3.6. GOLF COURSE IMPACT

As with all golf frontage Lots, there is an inherent risk that golf balls and the play of golf may impact a Lot or Residence. The Committee strongly recommends that during the site planning of a Lot adjacent to the golf course, detailed consideration be given to the possibility of errant golf balls, particularly with the orientation of windows or other breakable surfaces of the Residence. Netting, screens, excessive landscaping, fences or large blank walls will not be allowed. Evaluation of the proper siting, orientation, massing and setbacks should provide for maximum golf or view orientation with minimal adverse impact from the play of golf. Approval of a Final Design Submittal by the Committee does not constitute assurance of protection from errant golf balls. Design consideration should also be given to the noise generated by golfers, golf carts and golf maintenance vehicles. Any potential easements or

rights-of-way for the golf course or cart paths should be investigated prior to commencement of site design

3.7. SITE WORK

Typically, Residences and other Improvements should be nestled into the land, remaining low, so as to be part of the site rather than being perched on it. Buildings and other Improvements should step down slopes, using multi-level solutions wherever possible to follow existing contours and minimize Cut and Fill situations (see Section 3.8, Cut & Fill). When the construction is completed, the finish grade around the Residence and site walls should lie against the walls as near as possible to the original angle of slope.

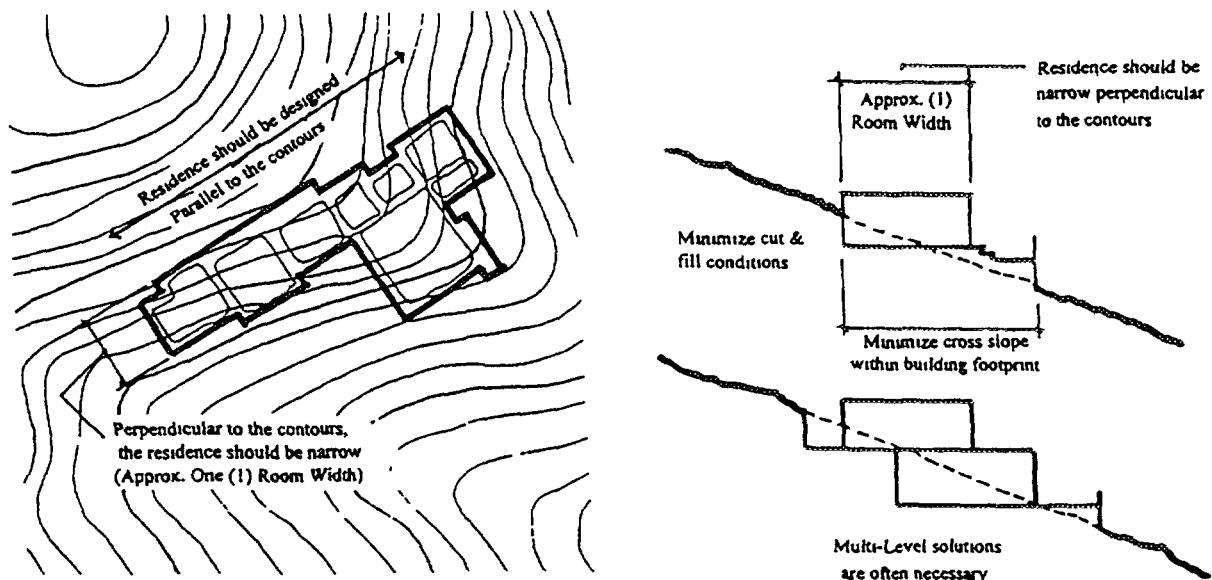
Once a preliminary plan is well enough defined, it is recommended that the corners of the building be staked out on the ungraded site and elevations taken at each corner with a transit. Using this information, the design can be fine-tuned or adjusted to minimize the structure's height by making it conform more closely to the existing contours.

When preparing a preliminary site plan, consideration should be given to the impact of the proposed Residence on Adjacent Lots and Common Areas with respect to their privacy, view preservation, natural drainage and ease of access.

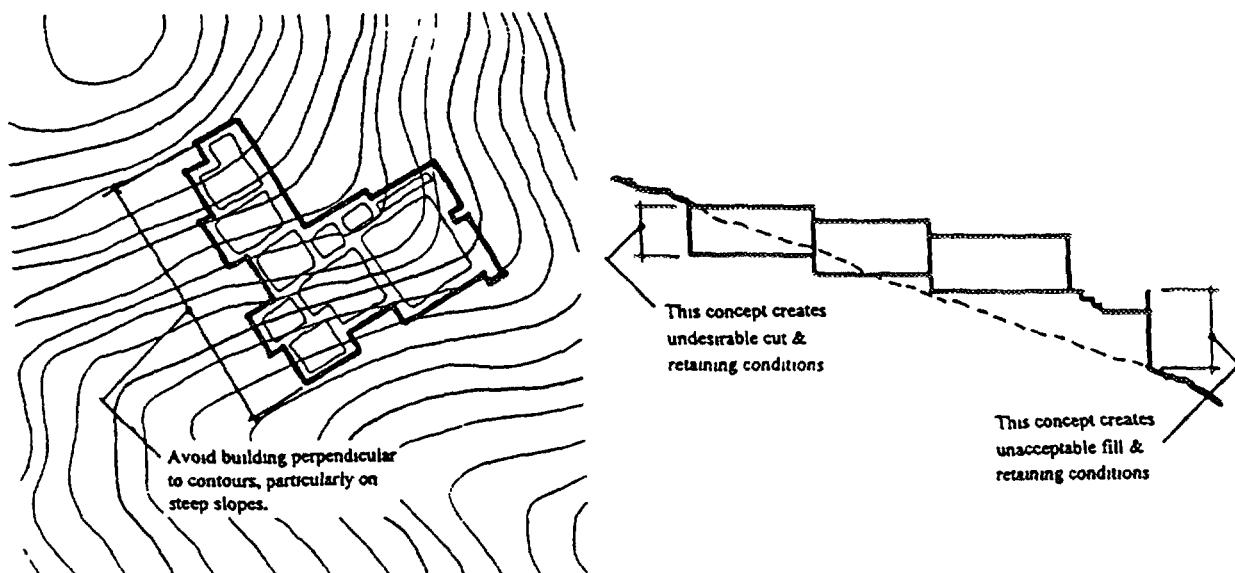
While the natural topography of Vista del Corazon varies considerably from Lot to Lot, the following general limitations will apply in the absence of special circumstances justifying exceptions as may be approved by the Committee:

- (a) Retaining walls and other walls not directly supporting a building structure, except screen walls, shall typically not exceed ten (10) feet in height, measured vertically from the lowest finished grade adjacent to the wall along the exterior side of the enclosure at the point of measurement. On a case-by-case basis, the Committee may consider heights in excess of ten (10) feet when justified by topographic conditions and when the extra height causes no adverse visual impact in the opinion of the Committee. An overall height of up to sixteen (16) feet may, if deemed appropriate in the sole discretion of the Committee, be achieved by use of more than one (1) retaining wall, provided a minimum planting area of ten (10) feet is provided between the two (2) walls. Subject to approval by the Committee, other acceptable methods for softening the appearance of retaining walls over ten (10) feet in height may include landscaping with mature, indigenous trees or large shrubs, and/or utilizing a different texture and/or material for a portion of the wall.
- (b) Residences and other Improvements must be designed to nestle into the existing terrain and contours on each Lot. For Lots which are located in the more rugged terrain of Vista del Corazon, multi-level solutions will be required in order to accommodate the grade changes within each Lot. For these steeply sloping Lots, it is unlikely that the Committee will approve a home that is primarily designed with a single floor level. It is also anticipated that the Residence in these areas will need to be designed shallow,

perpendicular to the contours, and wider, parallel to the contours in order to minimize the grade differential across the building footprint



APPROPRIATE METHOD OF SITING A RESIDENCE
TO FIT WITH THE NATURAL CONTOURS



INAPPROPRIATE SITING METHOD
DOES NOT APPROPRIATELY RESPOND TO NATURAL CONTOURS

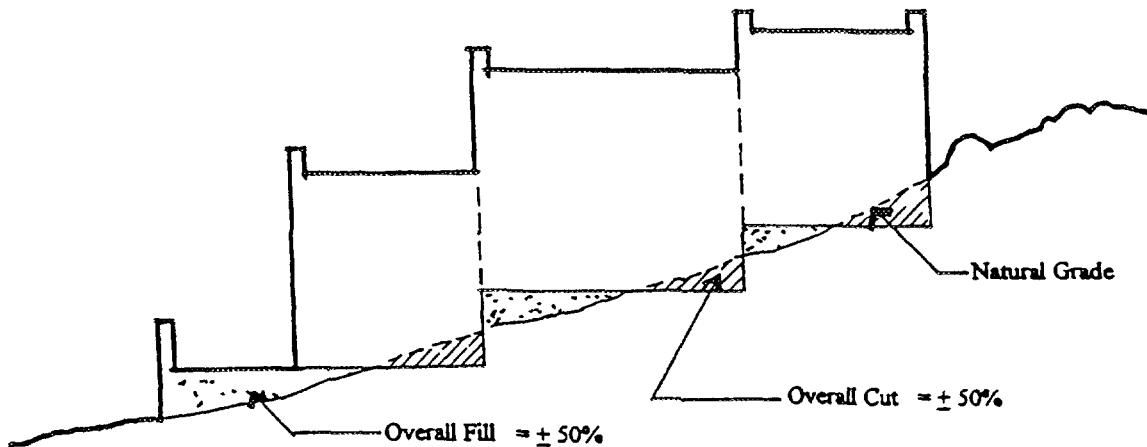
- (d) No change in natural or existing drainage patterns for surface waters shall be made upon any Lot that could adversely affect another Lot, Common Area or other open space
- (e) No Protected Plants, as defined by the State of Arizona Department of Agriculture (*verify with Paul*), shall be damaged, destroyed or removed from any Lot, although such plants within the Building Envelope may be relocated. Protected plants are subject to the requirements and restrictions of the State of Arizona Department of Agriculture (*verify*)
- (f) Screen walls, walls not supporting a building structure or retaining earth, may not exceed five feet six inches (5'-6") in height measured from finished grade along the exterior side of the enclosure in the manner described above for retaining walls unless otherwise approved by the Committee
- (g) Decomposed granite used as a landscape material shall be 2" minus in size and shall match the color of the existing native granite specific to the Lot. Rounded pea gravel or 2" diameter and larger washed granite may not be used as a landscape or driveway material
- (h) River run rock is not allowed for rip rap or other landscape treatments. Native granite indigenous to the site is allowed. See Section 3 11 of these Guidelines for specifics regarding rip rap

3.8. CUT AND FILL

The intent of this section is to have the Residence nestle into the natural landforms. The various landforms and slopes require different treatments of the Cut and Fill conditions to create a Residence that nestles into the existing site and appears as an extension of the natural landforms. Wherever possible, significant Cut and Fill conditions should be contained within retaining walls or within the Improvements as to avoid Cut and Fill slopes from being exposed. Cut and Fill conditions will also vary depending on whether the Residence and other Improvements are on a single level or terraced multi-levels to fit with the topography. Cut and Fill conditions are evaluated based on conditions directly under the footprint of the Residence, as well as for the overall site improvements, patios and driveways. Therefore, the following guidelines address the general Cut and Fill situations. Evaluation of a proposed Residence will be based on conformance with these Cut and Fill Guidelines. The Committee may request that the proposed finished floor elevations be adjusted due to Cut and Fill conditions regardless of compliance with Section 4 3, Building Heights. Cut and Fill conditions must meet the intent and goals of these Cut and Fill guidelines as well as their technical application. The Committee may allow exceptions, on a case-by-case basis, to the technical Cut and Fill guidelines when, in the opinion of the Committee, the objectives and intent of these Guidelines are still met.

(a) Sloping Site - Terraced Floor Levels

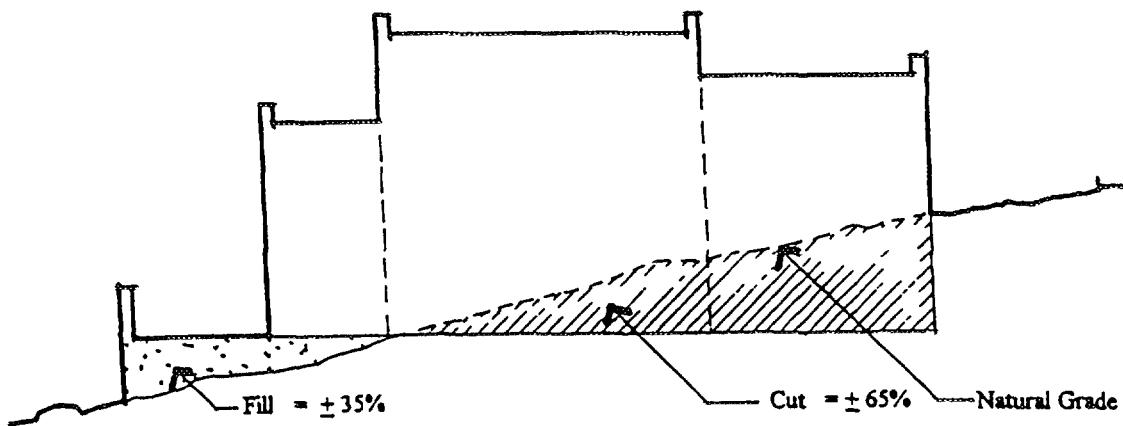
In cases where the Building Envelope slopes generally in one (1) direction and the Residence and other Improvements are on multiple floor levels that step down with the terrain, the Cut and Fill conditions shall generally be as follows



Sloping Site - Terraced Floor Levels

(b) Sloping Site - Single Floor Level *(See Section 3 7(c) for limitations)*

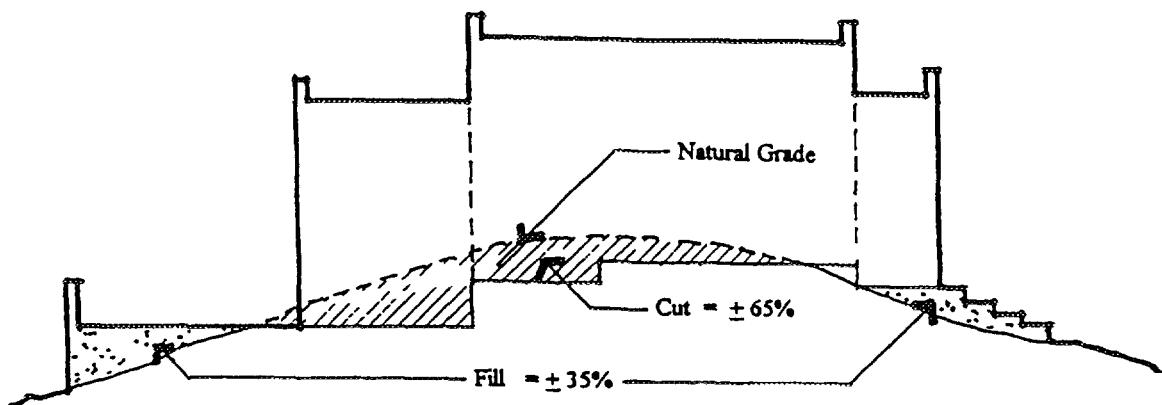
In cases where the Building Envelope slopes generally in one (1) direction and the Residence and other Improvements are primarily on a single floor level, the Cut and Fill conditions shall generally be as follows



Sloping Site - Single Floor Level

(c) Ridge or Knoll - Terraced Floor Level

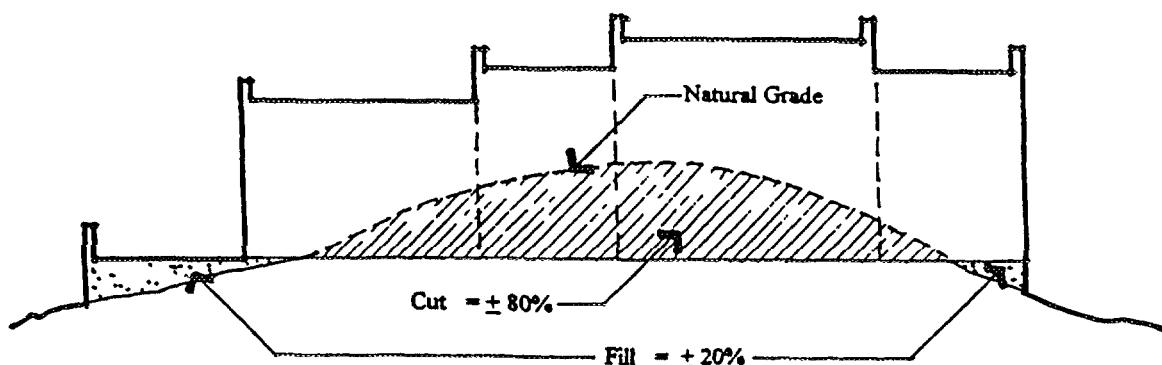
In cases where the Building Envelope is generally located on a ridge, knoll or other high point and the Residence and other Improvements are on multiple floor levels that step down with the terrain, the Cut and Fill conditions shall generally be as follows



Ridge or Knoll Site - Terraced Floor Levels

(d) Ridge or Knoll - Single Floor Level (*See Section 3.7(c) for limitations*)

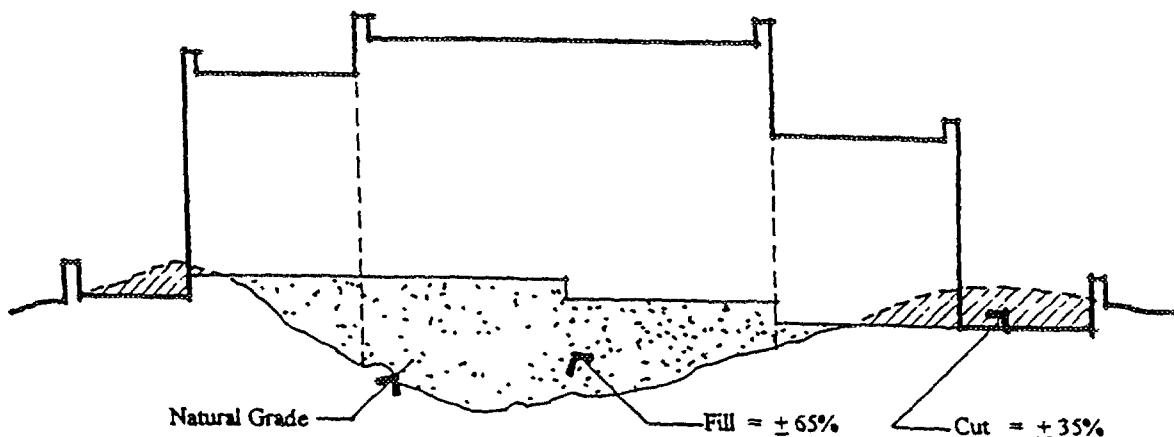
In cases where the Building Envelope is generally located on a ridge, knoll or other high point and the Residence and other Improvements are primarily on a single level, the Cut and Fill conditions shall generally be as follows



Ridge or Knoll Site - Single Floor Level

- (e) Low Center - Terraced Floor Levels or Single Floor Level (*See Section 37(c) for limitations*)

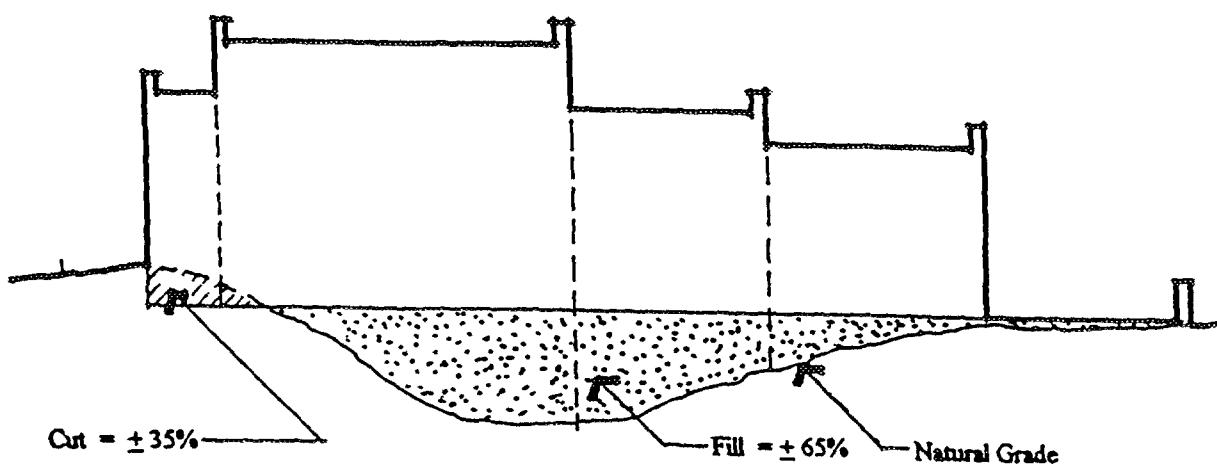
In cases where the Building Envelope is generally located in the low area of a Lot, in a low minor drainage way, or in other similar depressed areas and the Residence and other Improvements are on either multiple floor levels that step with the terrain or a single floor level, the Cut and Fill conditions shall generally be as follows



Low Center Site - Terraced Floor Levels - Single Floor Level

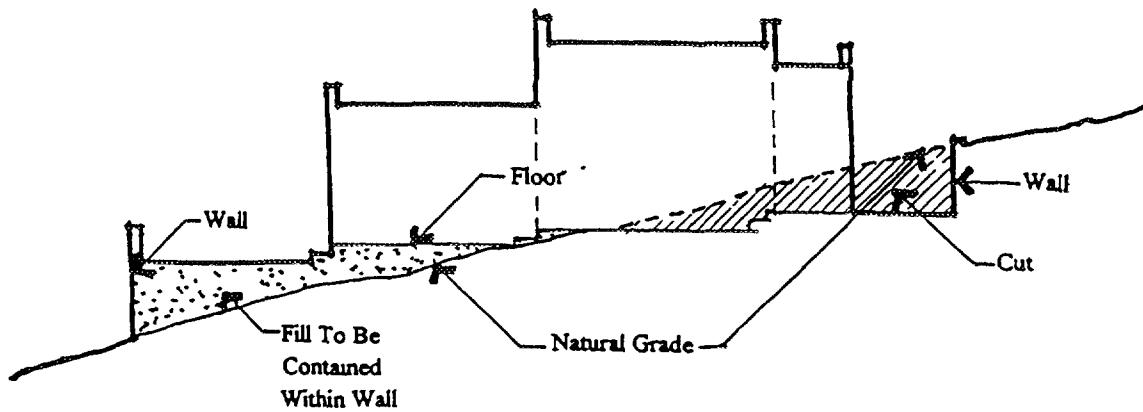
- (f) Low Center - Single Floor Level (*See Section 38(a) for limitations*)

In cases where the Building Envelope is generally located in the low area of the Lot, in a low minor drainage way, or in other similar depressed areas and the Residence and other Improvements are primarily on a single floor level, the Cut and Fill conditions shall generally be as follows:

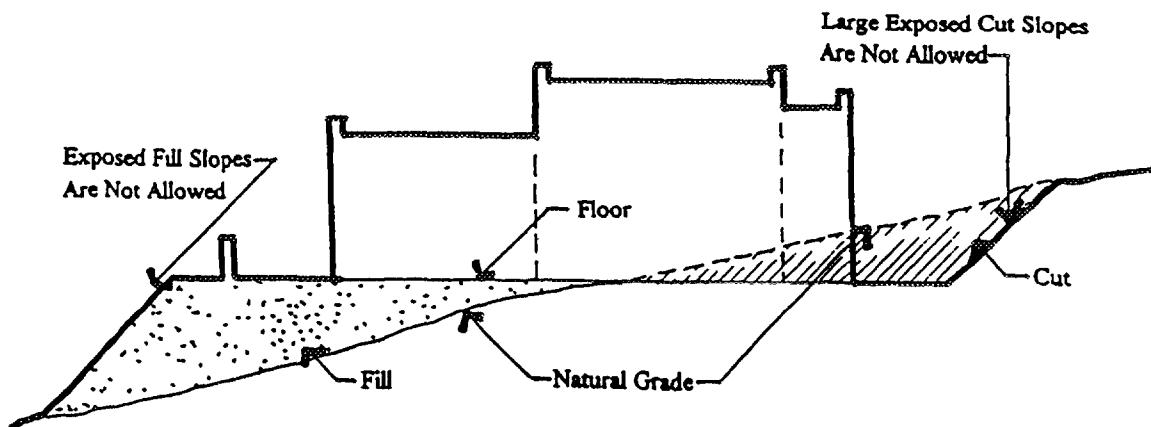


Low Center Site - Single Floor Level

- (g) Cut and Fill slopes may not remain exposed following completion of construction (see sketch) "Flat pads" will not be allowed to extend beyond the perimeter of the building and/or site walls. Cut slopes may be regraded and naturally contoured to match existing terrain if all grading is contained within the Building Envelope and if, in the opinion of the Committee, the regraded slope will have a natural appearance upon completion.



Approved Cut & Fill Technique



Unacceptable Cut & Fill Technique

3.9. WASHES AND DRAINAGE EASEMENTS

These natural drainage ways occur frequently throughout Vista del Corazon and should not be obstructed. Structures and other Improvements should be sited to avoid these washes, although they can be sited near the edge of a wash.

Drainage easements have been established encompassing some washes. These easements are areas of special consideration due to the potential for water flows of a high volume and must remain unaltered and unobstructed. As with any wash, Improvements should avoid these easement areas. Improvements considered to be absolutely necessary within a drainage way should be designed and constructed to bridge these easements, however, in such cases, if required by the Committee, a backwater flood analysis prepared by a civil engineer licensed in the state of Arizona and ensuring the safety and feasibility of the design must be submitted and will be subject to review by a licensed civil engineer retained by the Committee.

3.10. CULVERTS

If culverts are used at any location, concrete culverts are preferred instead of corrugated metal culverts. In either case, the inside of the culvert must be painted a minimum distance of two (2) times the opening of the culvert at each end. For example, if an 18" diameter culvert is used, the inside must be painted a minimum distance of 36" from each end. Colors should match the building sitewalls or natural earth colors. The termination of culverts, including the use of head walls, must result in a well-designed termination with finished edges. Rough, bent or chipped ends of culverts must not be exposed.

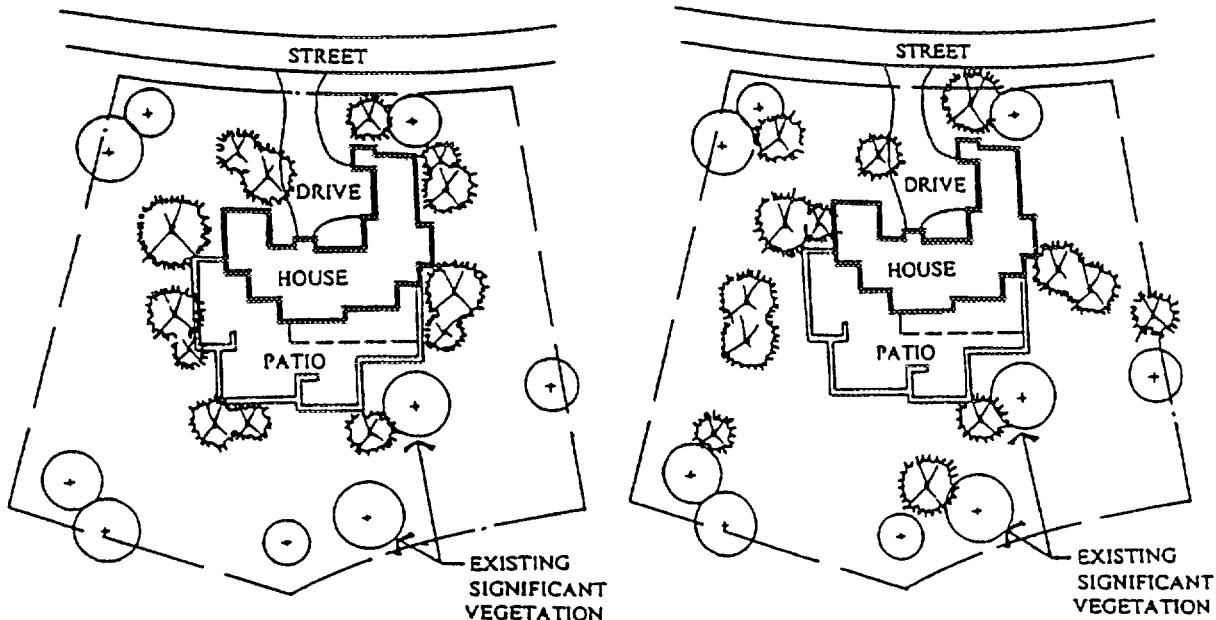
3.11. LANDSCAPE

The goal of these landscape guidelines is to ensure that developed areas within Vista del Corazon harmonize and blend with, rather than dominate, the natural environment. This sensitive approach to landscaping will help protect and preserve the wildlife and flora that contribute to the unique experience of living within a desert environment.

The indigenous landscape palette is abundant in regard to the number of species and the variety of unusual forms it has to offer. Native trees provide shade and appropriate scale to the built environment. Native cacti and yucca provide sculptural elements and interesting texture to a landscape. Native shrubs not only provide screening and stabilization of the desert floor, but provide cover for birds and other wildlife.

The terrain of the site with its steep slopes and high ridges, in comparison to the naturally defined wash corridors, create the two microclimatic vegetation groups that define the site. Teddy Bear Cholla, Jojoba, and Creasote are predominant on the slopes and upper elevations, while the more densely vegetated wash corridors contain Foothill Palo Verde, Ironwood and Bursage. Since this contrast of natural plant density exists, care must be taken when revegetating around built structures and disturbed areas so as not to over-landscape around the homes. This would result in the appearance of an "oasis" on the side of the slopes that would

look unnatural and out of character with the natural environment. Lots on steep slopes and high ridges shall transition from the house to the Natural Areas in patterns that are typically found in native plant distribution, similar to the sketches shown below.



Not Acceptable

- * Do not "surround" house with additional significant vegetation.
- * Do not create an "oasis" landscape character around the house.

Acceptable

- * Transition additional significant vegetation to blend with existing vegetation.
- * Location of additional large plant material should appear natural and repeat the typical patterns of the undisturbed desert.

Like the architecture of each Residence, the landscape should be tailored to fit the unique features found on each Lot. Transitional Area landscaping may vary from Lot to Lot in regard to palette and plant densities in order to respond more specifically to the microclimate of the area. A good method for developing an appropriate landscape palette within Transitional Areas is to record the types and density of the existing vegetation prior to disturbance of the Lot.

The landscape should be considered an integral part of the architecture and should be a factor in the initial site planning process. The Natural Area surrounding each building site provides an instant "mature" landscape setting. Siting of interior spaces should take into consideration this protected landscape when orienting and framing views. Likewise, the addition and placement of landscape materials used to restore the Transitional Area and to enhance the Private Areas should be carefully considered. Plants provide another dimension to the architecture and are useful for augmenting and/or solving architectural or harsh environmental conditions. Trees can enhance a view by creating a soft framework for

viewing. Trees and plants can mitigate extreme climatic conditions. Deciduous trees placed beyond a south or west facing wall will provide shade and natural cooling in the summer and will allow the sun to penetrate in the winter.

More information is available on native desert plants through several good sources in the area, including the Desert Botanical Garden and the Arizona Municipal Water Users Association. Or you may contact a landscape architect or designer with knowledge of native plants.

The Approved Plant List (Appendix "C") in these Guidelines includes an extensive list of indigenous and arid-region plant materials suitable for use within Vista del Corazon. Use of indigenous species should not be limited to Transitional Areas, but should also be considered for use within the Private Areas. The Committee may consider other plant materials that may not be listed on the Approved Plant List (Appendix "C"), provided they are not on the Prohibited Plant List (Appendix "D") and provided specific approval is obtained from the Committee.

Proposed landscape planting materials not on the Approved Plant List (Appendix "C") must be identified on the landscape drawings as such, and the submittal must include a photograph and description of the plant for which approval is being requested. The Committee reserves the right to refuse any plant material it feels will not be beneficial to the environment of Vista del Corazon.

3.12 LANDSCAPE SCREENING OF LOTS 5 THROUGH 13

In an effort to minimize the visual impact of the Residence and other Improvements and to improve the integration of the home into the western slope of Dinosaur Mountain, a minimum of four (4) mature trees, in addition to any existing trees, will be required on the west side of the Residence for Lots 5 through 12 (inclusive). These mature trees shall be of a species native to the site and shall be a minimum of twelve (12) feet in height with a minimum canopy of twelve (12) feet in diameter. Trees shall be generally placed within forty (40) feet of the Residence and within the Building Envelope, as to provide visual screening of the Residence from the community without impacting views from the Residence. Trees shall be located in a natural pattern which will be subject to approval by the Committee.

The Committee reserve the right to refuse any plant material it feels will not be beneficial to the environment of Vista del Corazon or that negatively impacts views on the site.

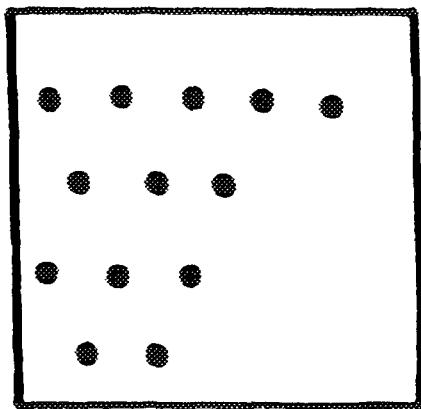
3.13. REVEGETATION

The goal and intent of revegetation is to restore any areas disturbed by construction or grading to a natural appearance such that upon maturity of the revegetation, the area matches the adjacent natural desert and appears as though it was never disturbed. Revegetation is required for all areas that are disturbed by grading or construction and located in the Transitional Area, or any disturbed area not enclosed by the building or site walls. Revegetation includes the combined use of trees, cacti, ground cover and seed, all of which are

necessary to achieve the desired results. Revegetation plant material shall be planted in a density and arrangement that is similar to the adjacent undisturbed Natural Area. This revegetation landscaping must include only indigenous species specifically identified on the Approved Plant List (Appendix "C").

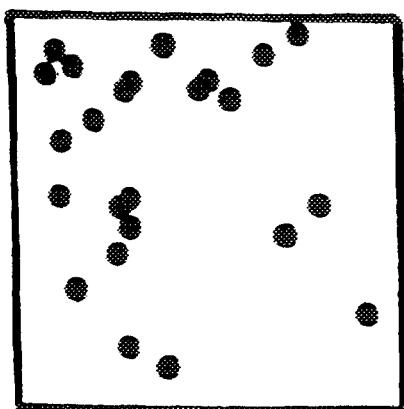
The desert ground cover (bushes and shrubs) must be revegetated using a minimum of fifty (50) one-gallon or larger plants per one thousand (1,000) square feet, 25% of which shall be five-gallon size or larger. This minimum number of revegetation ground cover plants should be placed in a natural pattern, similar to the illustration below, and not in a formal or geometric pattern. As exists in nature, the species of plant material used for revegetating the ground cover should consist of a minimum of 75% of the plants as the primary ground cover species (such as Bursage and Creasote) and the remaining 25% or less as miscellaneous shrubs, bushes and cacti that are indigenous plants and on the Approved Plant List (Appendix "C"). An assortment of too many types of plants will result in an unnatural appearance. A recommended revegetation ground cover plant mix is included in Appendix "C".

In addition, the use of a revegetation seed mix, similar to that recommended in Appendix "C", should provide a well-designed and natural-looking area upon maturity of the revegetation plant material.



NO

Do not place vegetation in geometric massings as diagrammatically indicated above



YES

Randomly placed vegetation in natural massings as diagrammatically indicated above

Revegetation Techniques

3.14. IRRIGATION

While indigenous plants and many of the arid-region plant materials can survive on little or no supplemental irrigation, irrigation during the establishment period is critical. Drip systems or hand watering versus traditional spray irrigation systems are the required methods of irrigation for desert areas. Drip systems deliver water directly to the root zone. This results in lower water usage due to efficient applications, less impact to the microclimate as evaporation is decreased, and decreased weed growth as areas between shrubs are not irrigated. Spray irrigation systems shall be limited to turf areas because of the inefficiency and the effect the spray has on the microclimate. All irrigation systems shall operate on an automatic timer. Irrigation within the Natural Areas is not allowed, except for special circumstances where specific approval is granted by the Committee to add additional trees in the Natural Areas. In this case, the irrigation system must be designed to be an above-ground, temporary system that will minimally impact the Natural Areas. Temporary irrigation systems established within the Transitional Areas must be designed to eliminate runoff into the adjacent Natural Areas. Established native vegetation does not need irrigation, and supplemental water can lead to disease and death of many of these plants and aid in the spread of undesirable plant species or weeds.

3.15. LANDSCAPE MAINTENANCE

Each Owner is required to maintain the landscape on their Lot in such a manner that it does not become visually unattractive, overgrown, or otherwise not in keeping with these Guidelines, the applicable policies of the Association, or other provisions of the Declaration. In general, the Natural Area and the Transitional Area should require minimal maintenance since they are intended to appear the same as the undisturbed desert. Maintenance in the Natural Area and Transitional Area should be limited to the removal of dead plant material, the removal of defined weeds or other plant materials not listed in Appendix "C", and the control of grasses through the use of appropriate methods. The landscape in the Natural Area and the Transitional Area should not have a manicured or groomed appearance and should not be kept clean of all small native grasses and plant material, exposing a bare desert floor. These areas should be maintained in such a manner that they resemble in appearance the undisturbed natural desert. The maintenance of an area around a home that is clear of vegetation is not allowed. The maintenance of landscape within the Private Area shall be such that the plant material does not become overgrown or appear unattractive. The landscape areas between the Private Area and the Transitional Area that are not clearly divided by site walls should naturally transition the level of maintenance so as not to create a clear line of demarcation between the two zones.

The Committee and the Association reserve all rights allowed by the Declaration to cause the maintenance of the landscape in accordance with these Guidelines, including the imposition of fines.

3.16. PROHIBITED PLANT LIST

The plant materials set forth in the Prohibited Plant List (Appendix "D") include species with characteristics which are undesirable by reason of profuse and noxious pollen, excessive height, weed-like characteristics of excessive growth and high water demands Under no circumstances is it permissible to plant any Prohibited Plant within Vista del Corazon

3.17. PROTECTED PLANTS

Protected Plants are those desert plants which must be protected pursuant to State regulations Improvements should be sited to avoid these protected species if at all possible, however, they may be carefully transplanted. It is recommended that competent professionals be consulted prior to transplanting any desert plant materials The Committee may require replacement of any plant which dies during transplanting with a plant of the same species and size It is recommended that the Owner and Architect become familiar with all the requirements of the State of Arizona Department of Agriculture

The following list represents the Protected Plant species native to the Vista del Corazon site Any of the following cacti which are six (6) feet or greater in height and indigenous trees which are four (4) inches or greater in caliper shall, if in good health, be salvaged from the Building Envelope prior to construction and transplanted elsewhere on the site

Trees

<u>Botanical Name</u>	<u>Common Name</u>
Acacia greggii	Catclaw Acacia
Celtis reticulata	Hackberry
Cercidium floridum	Blue Palo Verde
Cercidium microphyllum	Foothill Palo Verde
Olneya tesota	Ironwood

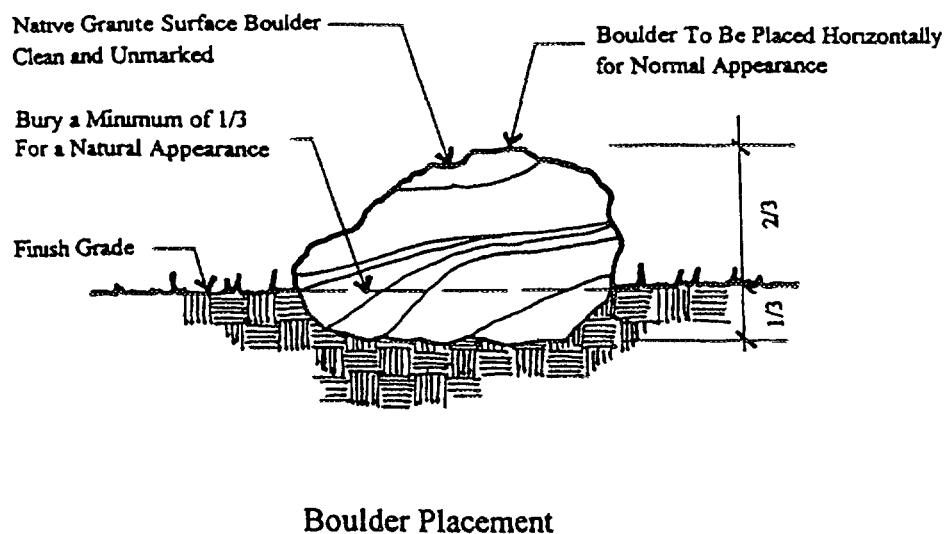
Cacti

<u>Botanical Name</u>	<u>Common Name</u>
Carnegiea gigantea	Saguaro
Ferocactus species	Barrel
Fouquieria splendens	Ocotillo

3.18. LANDSCAPE BOULDERS

The use of additional boulders as part of the site and landscape design requires special attention to the scale, proportions and arrangement of the boulders The natural sites in Vista del Corazon have few, if any, native boulders and boulder outcrops If additional boulders are proposed for landscape purposes, they must be placed in a natural arrangement with the boulders being placed horizontal, not vertical, with a minimum of one-third of the boulder

buried into the ground. Boulders should be naturally clustered, not "lined up" or evenly scattered. The color of potential additional boulders should match the color of the exposed rock native to the Vista del Corazon area. Broken or crushed surfaces of boulders may not be exposed. Detailed design sketches and/or photographs will be required to be submitted to the Committee with the Preliminary Design Submittal and Final Design Submittal if additional boulder features are proposed.



3.19. MINERAL LANDSCAPE FEATURES

Boulders, gravels, mineral ground covers and similar features will be limited either to materials indigenous to Vista del Corazon or to materials similar in color and appearance to indigenous materials. Decomposed granite used as a landscape material is to be a maximum of 2" minus in size and similar in color to the native ground. Washed granite that is 2" diameter or larger is not allowed in the Natural Area or Transitional Area.

3.20. EXTERIOR LIGHTING

The Vista del Corazon philosophy of the predominance of undisturbed desert extends to nighttime as well as daytime views. In order to preserve the dramatic views of the night sky, which tend to be obscured by excessive local lighting, the Committee has established the following guidelines for residential site lighting.

Site lighting is defined as lighting mounted on the ground, in trees or on site walls for the purpose of providing security or decorative accent lighting.

Building-mounted lighting is defined as lighting built into or attached onto buildings or walls, ceilings, eaves, soffits or fascias for the purpose of providing general illumination, area illumination or security illumination

- (a) Site lighting must be directed onto vegetation or prominent site features such as boulders and may not be used to light walls or building elements
- (b) Building-mounted lighting must be directed downward away from Adjacent Lots, Common Areas, streets and open spaces, and may not be used to light walls or building elements for decorative purposes
- (c) All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not Visible From Neighboring Property, no bare lamps will be permitted
- (d) Only incandescent lamps with a maximum wattage of seventy-five (75) watts will be allowed for exterior lighting unless specific approval is received from the Committee. Low-voltage lighting is recommended, since these fixtures are typically small and can be easily concealed within the native vegetation. Colored lights will not be allowed for exterior lighting
- (e) No lighting will be permitted in Natural Areas or outside areas enclosed by patio or building walls. Site lighting must be confined to areas enclosed by walls or be in the immediate vicinity of the main entrance to the Residence
- (f) Lighting of driveways and parking areas shall be subject to restrictions set forth in Section 3.21
- (g) Lights on motion detectors for the purpose of security illumination are strongly discouraged but may be allowed subject to specific approval of the Committee. If allowed by the Committee, these lights will only be allowed to operate on a motion detector and stay lit for a maximum of twenty (20) continuous minutes. Security lights must still meet the requirements of shielding of the light sources, and the light sources should not be Visible From Neighboring Property. If problems with these lights occur, the Committee and the Association reserve the right to demand that the fixtures be disconnected. If allowed, care must be taken to avoid setting off the motion detector by the motion of vegetation and the movement of wildlife. These lights will not be allowed to operate for the purpose of general illumination

3.21. ENTRANCE DRIVEWAYS

Entrance driveways should be located so as to minimize their visual impact on important natural features of a Lot such as large or significant plant materials, boulders, washes or drainage ways. Driveways shall be a maximum of sixteen (16) feet wide at the property line and shall intersect the street preferably at a right angle, but at a minimum angle of seventy (70)

degrees. Driveways should also be located in such a way as not to interfere with drainage in the right-of-way of the street. Only one driveway entrance off of the street will be permitted for each Lot, except that when three (3) or more Lots are tied together to create a single Lot, the Committee may, at its sole discretion, approve up to, but not exceeding, two (2) driveway entrances off of the street(s).

Uncolored smooth concrete and asphalt may not be used for driveway surfaces. Bomanite concrete, exposed aggregate concrete utilizing integral coloring, colored concrete, decomposed granite, pavers or flagstone are all approvable driveway materials, provided that the colors are within the limitations of Section 4.5 of these Guidelines. Feature strips of a different material and special aggregates in exposed concrete will be reviewed on a case by case basis. Driveways with slopes in excess of 5% may not be surfaced with decomposed granite due to erosion and siltation problems. Driveways surfaced with decomposed granite are required to be contained by integral colored concrete ribbon curbs, edging or some other containment treatment to ensure that the driveway area does not expand and creep outward due to lack of visual containment of the driving surface. Decomposed granite used as a driveway surface shall be a maximum size of 2" or less and shall match the color of the existing native granite specific to the Lot. Rounded pea gravel may not be used as a driveway surface material.

The lighting of driveways is strongly discouraged because of the negative visual impact from below. A series of lights up the foothills as viewed from a distance is not attractive to the overall Vista del Corazon community. If in the opinion of the Committee lights along driveways do not create visual concerns, the Committee may approve driveway lights subject to the following criteria. Light fixtures may be mounted no higher than 18" above the driving surface. The fixtures must be located on the "downhill" side of the drive and aimed toward the "uphill" side of the drive. The light source must be fully screened from below, including any light leak from the top of the fixture. Lights must only light the driveway surface and not retaining walls or landscape. The maximum foot candles allowed at any point beyond ten (10) feet from the fixture is 0.25 foot candles. Cut sheets and photometric charts of any proposed light fixtures must be submitted with the Final Design Submittal.

3.22. PARKING SPACES

Each Residence shall contain parking space within the Lot for at least two (2) automobiles in an enclosed garage either attached to or detached from the main structure of the Residence. A minimum of two (2) additional exterior parking spaces must be provided to accommodate guest parking. No on-street parking will be permitted for residents' vehicles or vehicles of their guests. Views of guest parking areas from Adjacent Lots, streets or other Common Areas must be mitigated and diffused by screen walls or a combination of screen walls and landscaping. Walls should be between 36" and 48" high. Landscaped berms may also be used. No unenclosed storage of recreational vehicles or boats will be permitted.

3.23. SWIMMING POOLS AND SPAS

Swimming pools and spas, if any, should be designed as being visually connected to the Residence through walls or courtyards, and the visual impact must be minimized from Adjacent Lots, streets and other Common Areas, and from the on-site Natural Area. Swimming pools and spas must be constructed according to all applicable regulations, including required fence and enclosure heights. Doors and gates leading to swimming pools and spas must meet the applicable safety and closure regulations, including doors that open directly from the Residence to any pool or spa area. The color of exposed tile on a negative-edge pool must be dark or match the building color. No light or bright tile colors will be permitted on negative-edge pools.

Pool equipment, including all valves, filters, blowers, conduits, backflow preventers, piping and controls, must not be Visible From Neighboring Property, streets or other Common Areas and must be enclosed by walls and a gate or other suitable screening methods to a height of 12" minimum above the equipment.

3.24. WINDSCREENS

If proposed, windscreens must be integrally designed into the Residence and the site improvements as to appear visually connected. If clear windscreens are proposed, glass is preferred over plexiglass or plastic. Fabric windscreens and stained glass windscreens will not be allowed. Large amounts of windscreen may be deemed inappropriate at the sole discretion of the Committee, and therefore the amount of windscreen may be limited or not allowed. Prevailing wind conditions should be carefully considered prior to design of the Residence to avoid the need for windscreens.

3.25. SPORTS / TENNIS COURTS

For reasons of noise control and aesthetics, sports / tennis courts will not be allowed on any Lots.

3.26. BASKETBALL HOOPS

Basketball hoops and backboards may not be mounted to the walls or roof of any Residence. When specifically approved in advance by the Committee, pole-mounted basketball hoops and backboards may be approved subject to stipulations imposed by the Committee based on specific review of the request. The intent is to locate a basketball hoop and backboard in the least visible area and away from view from the streets, golf course or other Common Areas. Basketball hoops and backboards are not allowed in yards facing the street(s). Basketball hoops and backboards are also not allowed within forty (40) feet of any property line adjacent to the golf course. Backboards must be either clear, painted to match the house, or painted flat verde green. The pole or support shall be painted black, dark brown or dark desert green. Poles must be removable and the basketball hoop and backboard must come down when no longer utilized. The Committee may require additional mature landscaping to screen any

basketball hoops and backboards from Adjacent Lots, streets and other Common Areas Although the general guidelines of this section may be met by a proposed application, the Committee may refuse to allow a basketball hoop and backboard if, in its sole discretion, the Committee determines a negative impact would result.

3.27. EXTERIOR RECREATIONAL OR PLAY EQUIPMENT

All exterior recreational or play equipment such as swing sets, slides, play structures, jungle gyms and similar equipment must meet the intent and requirements of all sections of these Guidelines, including color This type of equipment or structures should be located in the least visible portions of the Lot and must not be visible from the golf course In addition, every attempt to screen this equipment or structures from view of Adjacent Lots should be made, including the installation of mature landscape. The height of this type of equipment shall be limited to a maximum of ten (10) feet above finished grade Due to the fragile nature of the desert environment, tree houses or other play structures attached to native plants will not be allowed. All exterior recreational or play equipment requires specific approval of the Committee prior to installation

3.28. ADDRESS IDENTIFICATION

Individual address identification devices for each approved Residence may be installed by the Owner of a Lot. Such devices must be subtle in design and utilize the same materials and colors as the Residence and reflect its design character No "unique" identification devices will be permitted. No additional signage detached from the Residence will be permitted, except temporary construction signs or other signs as permitted by the Declaration and approved by the Committee The Committee may initially, or in the future, require installation of uniform address identification devices for all Lots, including Lots with previously constructed identification devices The design of the address identification device should be submitted with the Final Design Submittal and must be approved by the Committee before installation

3.29. EXTERIOR HOLIDAY DECORATIONS

The intent of this section is not to discourage decorating for holidays, but only to maintain a standard of quality fitting with a community like Vista del Corazon Holiday decorations should be subtle, soft, and tasteful Decoration displays should not have a commercial appearance and should not be "overdone" The Committee reserves the right to prohibit any holiday decorations deemed inappropriate in the opinion of the Committee for the image of Vista del Corazon

No "lawn ornament"-type holiday decorations or plastic sculptures may be displayed on the exterior of the Residence Decorations shall not be allowed to be mounted on roofs or located outside of the site walls or Building Envelope Cut evergreen trees, decorated as Christmas trees, will not be allowed on the exterior of the Residence

Although holiday lights are allowed, no chasing, twinkling or blinking lights will be allowed

No more than five (5) trees, cacti or plants may be decorated with lights (this does not include small plants immediately adjacent to the front door or patio doors of a home). Lights will not be allowed to outline an entire home or to be located on ridges or gables of pitched roofs. No exposed spotlights will be allowed. Lights are allowed around window frames, soffit/eave lines and landscaping (as noted above). Electrical luminarias will be allowed along driveways and patios, but not on roofs or parapets. Paper luminarias with candles are not allowed due to potential fire danger.

Exterior holiday music is not allowed except for exterior music for personal and social enjoyment at the outdoor living spaces, (i.e., patios, terraces, pool, etc.), provided it does not disturb other Owners and subject to any restrictions in the Declaration.

Christmas decorations will be allowed between Thanksgiving and January 7th. No Christmas decorations are allowed before Thanksgiving and all must be removed by January 7th. Decorations for other holidays may be installed no more than two (2) weeks prior to the holiday and must be removed within one (1) week after the holiday.

Section 4
ARCHITECTURAL DESIGN GUIDELINES

ARCHITECTURAL DESIGN GUIDELINES

The following architectural standards have evolved in response to climatic, environmental, visual and aesthetic considerations in Vista del Corazon

4.1. DESIGN CHARACTER

These Guidelines do not intend to dictate architectural style for the design of a Residence within Vista del Corazon, although all designs must be of a character appropriate to the environment, climatic conditions and community context. The Committee encourages creative architecture, but warns against architectural styles that are not appropriate for the desert or community context.

The design character or "style" of all Residences and other Improvements must be appropriate to this visible desert location. These Guidelines intend to allow design flexibility for individual Owners, yet ensure that the result of this design flexibility does not adversely impact the visual appearance of the natural terrain from Adjacent Lots, Common Areas or the overall Vista del Corazon community. The overall goal is to create homes that blend into the natural terrain and have as little visual impact as possible when viewed from other areas of Vista del Corazon. The less of the house that is noticeable from a distance, the better it achieves the goal of minimizing the visual impact.

While some designs may be "good" examples of architecture in themselves, if, in the opinion of the Committee, the design is not appropriate for the environmental context, the community context, and the overall visual context, it may still not be approved.

Although architectural "style" is not dictated, there are numerous principles of good architectural design that should be considered and included in the design of a Residence in Vista del Corazon. To facilitate in the explanation of these principles, the following guidelines are provided.

- The use of textural materials such as stone and masonry helps to reduce the visual impact and scale of a Residence. As noted in this section, multiple exterior finish materials are required for Residences. The use of textural materials can dramatically improve the quality of a design when appropriately used. Stone and masonry elements should be used as strong "masses" and not thin planes, veneers or floating elements.
- The use of broad overhangs can create dramatic voids, deep recesses and strong canopies as well as provide protection from the weather and the sun.
- The use of proportions that emphasize the horizontal instead of the vertical are required. Horizontal proportions will help keep the house from appearing too tall or vertical.
- The use of broad overhangs, recessed voids, sheltered windows and well-articulated massing will create strong shadow lines with deep recesses. These shadows and recesses improve visual appearance of a house significantly, particularly when viewed from a distance.

Many design elements that have been widely used throughout the southwest may not be appropriate for Vista del Corazon and should be avoided. Some of these elements include

- Very dominant mass elements that are boxy or imposing on the overall composition should be avoided
- Dominant horizontal lines only or dominate vertical lines only should be avoided. To create a design with repose, the vertical and horizontal elements should be composed to properly engage each other. Too much vertical or too much horizontal will not achieve a balanced design
- Large expanses of monolithic materials, such as large unbroken walls of stucco, long continuous retaining walls, or other large elements composed of a single material should be avoided.
- Long stuccoed parapets over covered patios should be avoided. Long continuous parapets need the relief of other materials or intersecting masses or planes.
- Boxy forms or an arbitrary collection of boxy forms should be avoided. Simple parapeted flat roofs arbitrarily composed may be considered inappropriate by the Committee since they lack shade, shadow, recess and repose
- Long continuous lines or small chopped-up masses should be avoided

The design character should create a Residence that blends with its environment instead of standing out against it. The design character of a Residence should be considered from all sides (including roofs), not just the front or rear elevations, and all elevations should maintain the same visual integrity, cohesiveness and design detail. All designs should be textural with the use of multiple exterior materials, natural elements and complementing colors to avoid monotone or "vanilla" homes.

The design and construction of all Residences and other Improvements must incorporate the use of at least two (2) different complementing materials on the exterior wall surfaces (in addition to roof and driveway materials), unless otherwise given specific approval by the Committee. The secondary or accent exterior wall material must cover at least twenty percent (20%) of the exterior building surface. These complementing materials must be carefully articulated into an integrated whole and should not result in a home that appears like two (2) different structures forced together. The use of natural materials such as stone and adobe are strongly encouraged. Thin veneers of mass materials such as stone and adobe should be avoided, but instead these materials should be placed in natural mass forms that are true to the natural formations or authentic use of these materials and tie to the natural terrain.

Monochromatic color schemes will not be allowed, unless otherwise given specific approval by the Committee. The suggestion for at least two different complementing exterior wall materials will naturally create complementing color variations. In addition, the colors of fascias, roof materials, window frames, railing, etc., should be carefully selected to create a well composed palette of colors and textures that appear as an integrated visual composition.

The integration of pitched roofs and flat roofs into the overall home design can add visual depth to the Residence, create welcoming shaded spaces, and add color and texture to the overall composition. Structures that consist of only bold mass or block forms are discouraged. The design of a Residence should carefully integrate mass forms with the overhangs, roof forms, site walls and landscape into a well-composed whole.

The intent of this section is to create homes that have greater visual texture and depth, strong shade and shadow lines, and natural appearance, and homes that blend with the existing environment and community context.

Special attention should be given to the following areas in the design of a Residence

- Topographic conditions
- Visibility from the community below (where applicable)
- View orientation
- Solar orientation
- Natural vegetation
- Natural drainage patterns
- Location of neighbors or potential neighbors
- Orientation to the play of golf (where applicable)
- Sound transmission from outdoor spaces to the golf course (where applicable)

All of the above stated design guidelines and principles are best embodied in a "Desert Contemporary" style of architecture. This style represents textural materials, anchoring masses, engaged forms, clean lines, deep shadows, expressed structure and harmonious balance in a design character that is fitting to the dramatic natural environment. Consult with the Design Review Coordinator for examples of architectural character that achieves the goals of these Guidelines.

4.2. BUILDING SIZES

It is expected that Residences will contain at least two thousand (2,000) square feet of enclosed, conditioned living area, and a maximum of ten thousand (10,000) square feet of total enclosed area, including garages; however, smaller or larger Residences may be approved by the Committee, if, in its opinion, the design would not result in a Residence which would be out of character with the other Residences in Vista del Corazon or the context of the overall Vista del Corazon community.

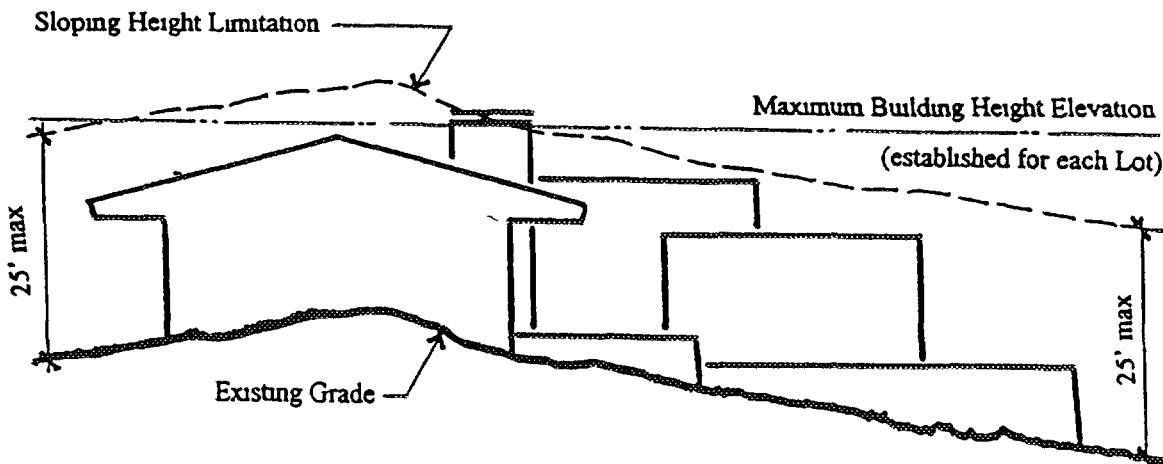
4.3. BUILDING HEIGHTS

The terrain of Vista del Corazon is varied and unique, with steep slopes, ridges, knolls, valleys and other changes in elevation, making absolutely uniform applicability of height restrictions for Residences inadvisable. These Guidelines are intended to discourage and/or prevent any Residence or other structure which, in the opinion of the Committee, would appear excessive in height when viewed from a street, other Common Area or other Lot, and/or which would

appear out of character with other Residences because of height. Consequently, despite the maximum heights generally permitted as hereinafter specified in this section, the Committee, even though a proposed Residence or other structure may comply with said maximum height restrictions, nevertheless may disapprove a proposed Residence or other structure if, in the opinion of the Committee, it would appear excessive in height when viewed from a street, other Common Area or other Lot, and/or would appear out of character with other Residences or undesirably prominent because of height. These considerations are particularly important with Residences constructed along tops of ridges or knolls where, without limiting this generality, the Committee could refuse to allow any portion of the Residence or other structure to exceed the standard maximum heights as hereinafter provided.

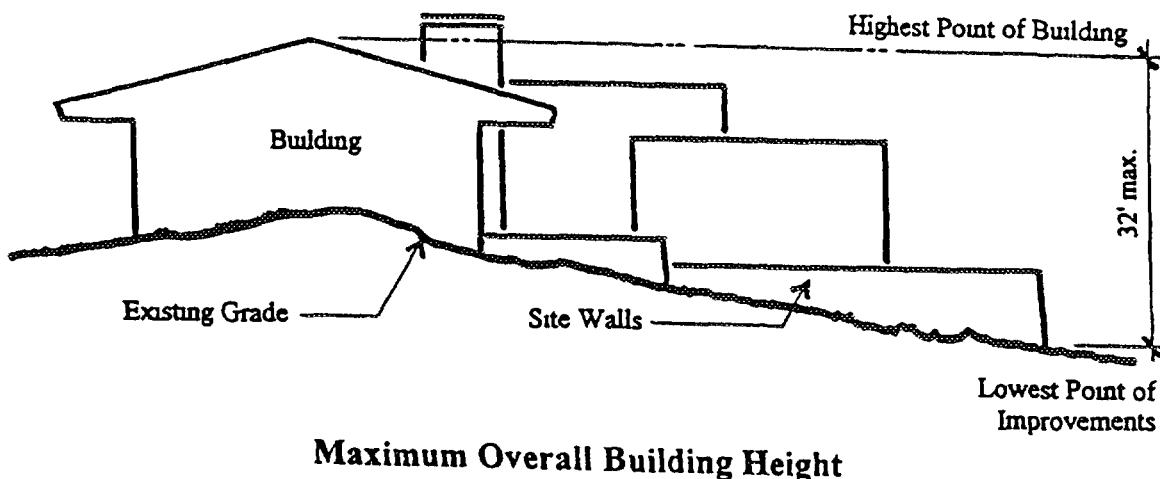
Because the desert vegetation is low, rarely ever exceeding twenty (20) feet in height, and because the Vista del Corazon philosophy envisions Residences that tend to blend with, rather than dominate, the environment, single-story multi-level buildings that relate to the natural contours of the Lot are encouraged. Residences may be sited partially below grade. The height of all Residences and other Improvements is limited by a combination of two factors 1) A Maximum Building Height Elevation which is specified for each individual Lot and, 2) a series of allowable dimensions, all as described below. A summary diagram is provided to illustrate the application of each dimension. The Committee may require adjustments be made to proposed Finished Floor Elevations as described in Section 3.8 of these Guidelines regardless of building height compliance.

- (a) Maximum Building Height Elevation. A Maximum Building Height Elevation has been established for each individual Lot as per the approved Building Envelope Exhibit. No building or other Improvement, except for chimneys, may be constructed to a height higher than the Maximum Building Height Elevation. The Maximum Building Height Elevation is based on the topographic elevation as per the datum used at Vista del Corazon. The other height guidelines (b), (c), (d), (e), (f), (g), (h), (j), and (k) below shall fall under the restrictions of the Maximum Building Height Elevation.



Maximum Building Height Elevation and Sloping Height Limits

- (b) Sloping Height In addition to the other height requirements in this section, no portion of the Residence or other Improvements, except for chimneys, may exceed a height of 25'-0" above the existing natural grade. This height is measured vertically at any point of the Residence or Improvement to existing natural grade immediately below that point. Due to the unique and varied topography, the Committee may approve, on a case-by-case basis and in its sole discretion, increases in the sloping height limitations.
- (c) Overall Building Height The overall height of a Residence or Improvement shall not exceed 32'-0" measured in a vertical plane from the highest parapet or roof ridge to the natural grade at the lowest point adjacent to the building exterior inclusive of site retaining walls, patio walls, and pool walls. In special circumstances involving conditions which do not conflict with applicable County ordinances, the Committee may approve, on a case-by-case basis and in its sole discretion, overall vertical dimensions which may exceed the 32'-0" limitation.



- (d) Massing: Scale and proportion in the desert can be deceiving. Small structures can at times appear large and dominating against the low vegetation and landforms. Therefore, proper massing will reduce the scale of a large structure and create building texture that will help to blend the Residence with its environment.

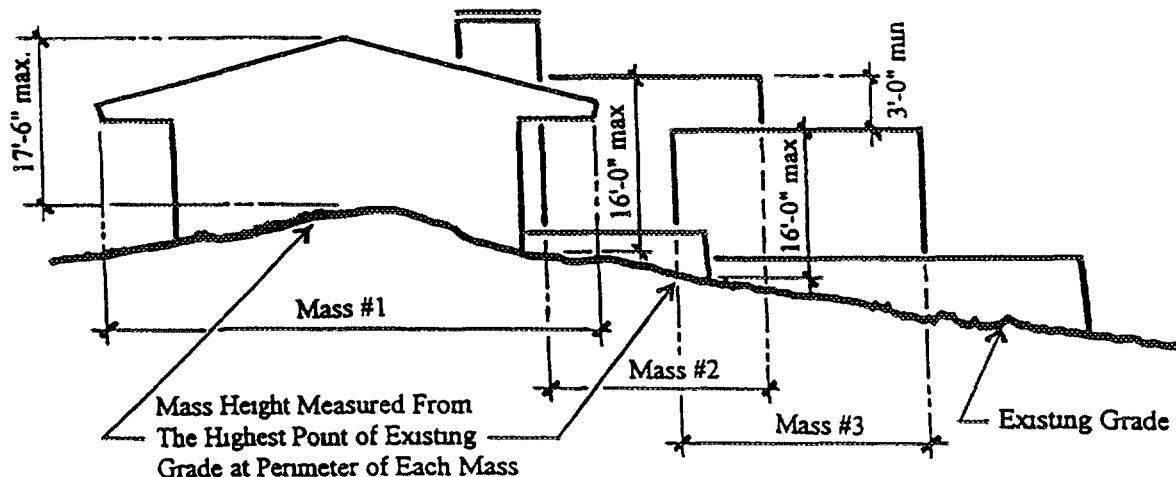
Unless otherwise specifically approved by the Committee, each Residence shall be composed of at least three (3) visual building masses of differing heights as viewed from any elevation. Homes larger than five thousand (5,000) square feet, excluding garages, shall be composed of at least four (4) visual masses of differing heights as viewed from any elevation. To be classified as a visual building mass, the mass shall have a

minimum depth and width of 20'-0" and be a minimum of five hundred (500) square feet in area. Depth and width dimensions shall be measured perpendicular to each other. Very large or dominating individual building masses, in particular those created by sloping roofs, are discouraged. Therefore, no individual building mass shall have an area larger than two thousand five hundred (2,500) square feet, or a single dimension larger than 80'-0" unless, in the opinion of the Committee, a larger mass does not appear to be excessive in size.

- (e) Mass Heights The maximum height of any individual building mass of a Residence may not exceed 16'-0" measured to the tops of surrounding parapets on flat roofs, or 17'-6" measured to the top of the ridge on sloping roofs, except that a maximum of one-third (1/3) of the area of the overall enclosed building footprint, including garages, may exceed these limits to a maximum of 19'-0" measured to the top of surrounding parapets on flat roofs, or 20'-6" measured to the top of the ridge on sloping roofs. (See illustrations) Single slope or "shed" roofs shall conform to the height limitations for flat roofs. Height shall be measured vertically from the highest adjacent natural grade at the perimeter of each building mass.

For up to 1/3rd of the total enclosed footprint including garages

Sloping Roofs	20'-6" max
Parapets	19'-0" max

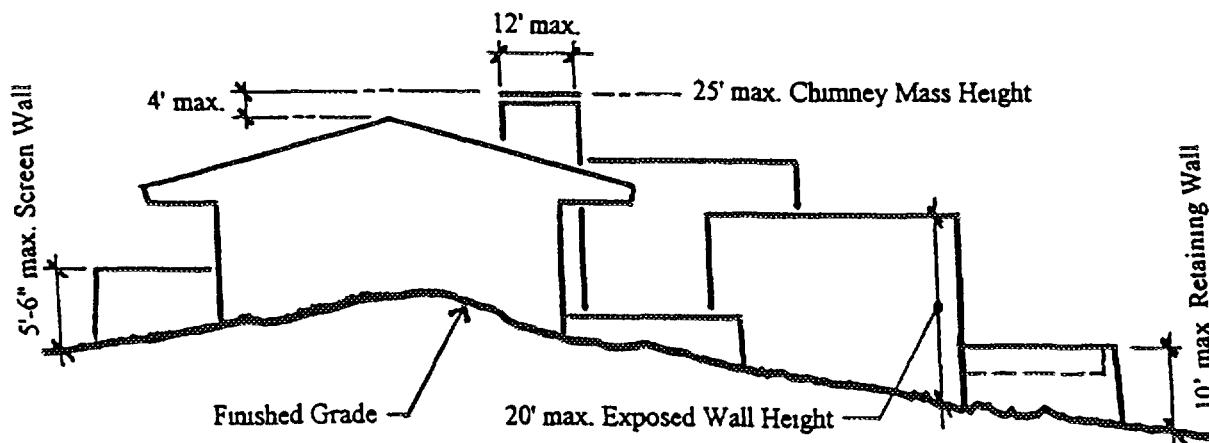


Massing and Mass Heights

- (f) Difference in Mass Heights Unless otherwise specifically approved by the Committee, the required three (3) or four (4) visual masses shall vary in height vertically by a minimum of 3'-0" from any adjacent mass or masses.
- (g) Exposed Wall Heights In no case shall a wall have an unbroken height of more than 20'-0" measured vertically from the finished grade at its lowest point along the wall to the top of the wall. Additional height may be achieved if an additional wall or sitewall is created and set back a minimum of 6'-0" from the high wall, subject to the

limitations of the other governing criteria in these Guidelines and if approved by the Committee Door and window penetrations and applied banding or textured relief in a wall plane do not change the measurements of an unbroken wall height

- (h) Articulation of Massing All height limitations are rudimentary criteria which form the basis of the general massing only. For example, in addition to the overall massing which must step with the terrain, it is expected that all elevations will not only take advantage of the view from within the Residence, but will provide pleasant views from all surrounding areas. All side and rear elevations are expected to be articulated to break up the facade into smaller elements, as well as add the richness of shade and shadow. Large blank walls will not be allowed. While the specific design is a matter for each individual Architect, failure to provide this articulation and richness may be grounds for rejection of the design by the Committee.
- (i) Chimney Mass: Chimneys may be constructed to a height not to exceed 25'-0" measured vertically from the highest natural grade adjacent to the chimney mass. Unless otherwise approved by the Committee, the height of a chimney mass may not exceed 4'-0" above the highest point within 10'-0" of that chimney mass. A chimney mass may not exceed an overall horizontal dimension of 12'-0" in any one direction, unless otherwise specifically approved by the Committee.



Additional Height Restrictions

- (j) Retaining Wall Height. In no case shall the height of a retaining wall exceed 10'-0" measured vertically from the lowest point at finished grade adjacent to the wall to the highest point of the wall along the exterior side of the enclosure. Retaining walls shall include any walls that retain or hold back earth more than 2'-0" in depth. The Committee, on a case-by-case basis, may consider overall retaining wall heights which exceed the 10'-0" limitation described above. Where justified by topographic

conditions and where the extra height causes no adverse visual impact, an overall height of up to 16'-0" may be achieved by use of more than one (1) retaining wall, provided a minimum planting area of 10'-0" is provided between the two (2) walls. Open railings up to an additional 3'-0" high may be allowed on top of a maximum 10'-0" tall retaining wall, subject to approval by the Committee. These railings, if allowed, must be integrally designed into the Residence and be at least 75% open. Any retaining walls allowed over ten (10) feet in height shall be visually softened with either mature landscaping consisting of indigenous trees and large shrubs, and/or utilization of a different texture and/or material for a portion of the wall.

- (k) Screen Wall Height In no case shall the height of a screen wall or site wall exceed 5'-6" measured vertically from the lowest point at finished grade adjacent to the wall to the highest point of the wall along the exterior side of the enclosure, unless otherwise specifically approved by the Committee.

4.4. ROOFS

Since roofscapes will form an important part of the visual environment, they must be carefully designed. It is intended that neither flat roofs nor pitched roofs predominate.

Pitched roofs shall be hipped or tie into building masses and may have a maximum slope of 4 to 12, unless otherwise approved by the Committee. Mansard roofs are prohibited, however, the Committee shall have the authority to approve partial gable or shed roofs when, in the opinion of the Committee, they do not add to a Residence's visual massiveness. Typical gable-end roofs are not allowed, unless in the opinion of the Committee, the gable-end is an attractive design element. Dominant roof colors such as white and red or reflective roof surfaces are prohibited. Skylights are prohibited on pitched roofs. Red-clay tile and asphalt shingles are prohibited. The finishes of metal roofs must be matte. The materials listed in Appendix "E" are those sloped roof materials which the Committee has approved for use within Vista del Corazon.

In the case of built-up roofs, all lap joints, seams or patches must be coated with an aggregate or ballast matching the roofing aggregate or ballast. Any joints, seams or tar patches shall be coated to match the adjacent roof surface and not be obvious. Parapets must return and end in an intersection with a building mass. Flat roofs should be surrounded by parapets a minimum of 10" above the adjacent roof surface, but in no case higher than 36" above the adjacent roof surface. Flat roofs that do not have parapets are discouraged, although may be approved by the Committee if such roofs are free of any skylights, roof penetrations, roof vents, plumbing vents, etc. and, if in the opinion of the Committee, any drainage crickets are not distracting to the overall design character of the Residence.

Roof-mounted mechanical equipment and antennas are prohibited.

The design of a Residence with a combination of flat and sloping roofs can create dramatic homes with appropriate massing and texture. The use of this combination takes skilled design

understanding, and, if not properly designed, can lead to the appearance of two separate styles pressed together without integration or repose. The Committee may, at its sole discretion, reject any design in which it feels the sloped and flat roofs are not integrated into a harmonious whole.

The Committee strongly recommends that sloping roofs be designed as sheltering and shading elements with broad overhangs and strong shadow lines. Thin edges or thin fascias should be avoided on sloping roofs, as should sloping roofs with minimal or no overhangs. Sloped roof materials should be textural with very dark or deep color tones. Flat roof colors shall meet the requirements of these Guidelines regarding color and it is strongly recommended that the color of flat roof material and associated flashing match the color of the building. In any case, the color of the inside of the parapets should be the same across the entire vertical surface (i.e., paint the flashing and vertical roof material to match the parapet wall).

4.5. COLORS

All exterior colors of the Residence and other Improvements shall have a light reflective value (LRV) less than or equal to forty (40), except for Lots _____ which shall have a light reflectance value (LRV) less than or equal to thirty six (36). This information is available from most paint manufacturers. A limited color palette has been recommended for Residences within Vista del Corazon and is listed in Appendix "F". The colors were chosen to blend with the natural colors of the vegetation and mountains as seen from a distance. Colors leaning toward the yellow, orange or blue hues are discouraged, even if they have an acceptable LRV. Subdued accent colors may be used, subject to approval by the Committee. Flat roofs must be surfaced with a material whose color harmonizes with the natural desert but does not contrast with the building walls, or they may be painted to match the building walls. Colors for exterior artwork, sculpture or any other special features should also be muted tones chosen to blend rather than contrast with the Residence and its surroundings. The paint colors listed in Appendix "F" are those colors which the Committee has approved for Residences within Vista del Corazon. Other colors that meet the criteria of this section may be approved by the Committee on a case-by-case basis.

4.6. REFLECTIVE FINISHES

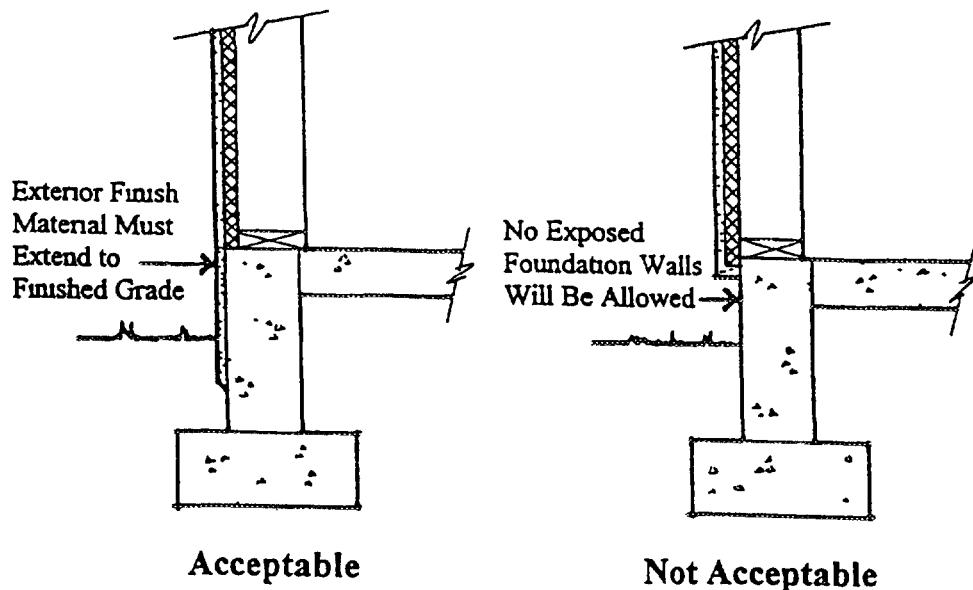
No highly reflective finishes, except glass, which may not be mirrored or opaque, and door hardware, shall be used on any exterior surfaces, including exterior artwork and sculpture.

4.7. MATERIALS - EXTERIOR SURFACES

Exterior surfaces must generally be of materials that harmonize with the natural landscape. Stucco, stone masonry, painted slump block, adobe block, sandblasted block or integrally colored split-face concrete block should be the predominant exterior surfaces. They provide an outer surface to withstand the climate extremes and their use is encouraged as the combination of materials provides a textural context that breaks down visual massing in much the same manner that the variety of the desert itself breaks up the large expanses. Large amounts of

wood will not weather well in desert conditions and are strongly discouraged. In addition, red brick is not considered harmonious with the desert and will not be approved.

Exterior finish materials including stucco on all building walls, site walls and screen walls must be continued down to below the finish grade, thereby eliminating unfinished foundation walls.



4.8. BUILDING PROJECTIONS

All projections from a building, including, but not limited to, chimney caps, vents, gutters, scuppers, downspouts, utility boxes, porches, fencing, railings and exterior stairways, shall match the color of the surface from which they project or be an appropriate accent color, unless otherwise approved by the Committee. All building projections must be contained within the Building Envelope.

4.9. ANTENNAE AND SATELLITE DISHES

There shall be no antennae or satellite dishes of any sort installed or maintained which are Visible From Neighboring Property, except as expressly permitted by the Committee.

4.10. SKYLIGHTS

Skylights can add natural light to interior spaces of a home, but they can also cause problematic light discharge and reflection from roofs. Therefore, a maximum of eight (8) skylights and/or a maximum of forty (40) square feet of total area of skylights, whichever is more restrictive, may be permitted on any Residence. Skylights must be surrounded by parapets, and the parapets must be at least 12" above the highest point of any skylight. It is recommended that the skylights be placed in such a manner as to maximize the screening.

effect of the parapets from views from Adjacent Lots, streets and other Common Areas Skylights must be either tinted bronze or grey White or clear skylights will not be allowed Skylights should be the low-profile type and should be located as to minimize their visibility from other Lots, particularly those located at a higher elevation, and they should not cause any objectionable glare or reflections Skylights are not allowed on pitched roofs or flat roofs that are not surrounded by a parapet Uplighting in skylights is not allowed

A note must be placed by the Architect on the roof plan or other applicable plan in the final construction drawings indicating that parapets must be a minimum of 12" above the highest point of any skylight

4.11 WINDOWS

Windows should be located and sized so as to limit heat gain to the Residence's interior and not cause any objectionable glare at any time, day or night The use of overhangs, deep window opening recesses and other shading devices is encouraged. In any case, the plane of the glass must be recessed a minimum of 3" from the exterior wall face. Typically, the larger the plane of glass, the greater the recess should be from the exterior wall face "Pop outs" around windows will not be allowed unless, in the opinion of the Committee, the window surround is treated as a mass element.

Glass block has the same constraints as listed above for windows. Glass block shall be limited to no more than 32 surface square feet per location and no more than 72 surface square feet total per Residence, unless otherwise approved by the Committee Glass block is not allowed in decorative patterns or shapes Colored glass block is not allowed.

The use or addition of fabric-type awnings, exterior sunshades or other shading devices that do not appear integrated into the design of a Residence is strongly discouraged and can only be allowed if, in the opinion of the Committee, the element is integrally designed into the character of the Residence and other Improvements and it does not have a negative impact on the overall visual harmony of Vista del Corazon Sun control and shading demands should be analyzed with the initial concepts and designed as an integrated part of the Residence through the use of correct solar orientation, broad roof overhangs, shading masses and deeply recessed windows. In general, the attachment of shading devices to the Residence is not considered an integrated solution. If allowed by the Committee, these shading devices must meet the requirements of Section 4.5 Colors.

4.12. INTERIOR LIGHTING

Windows can also create a contrast problem at night if interior lighting is not properly designed or installed If clerestory windows are combined with soffit lighting, the lamp must be screened from view from outside, including above, and directed away from the window The lamps of interior soffit lighting must not be Visible From Neighboring Property Soffit and interior lighting, that creates "hot spots" when the light reflects off of walls or ceilings, should be avoided Interior lighting may not be directed up into any skylights

4.13. PATIOS AND COURTYARDS

Patios and courtyards should be designed as an integral part of the Residence so they can be shaded and protected from the sun by roofs and building masses. These open areas can take advantage of natural air flows to produce cooler temperatures. By orienting these outdoor spaces inward, disturbance of the desert will be minimized. Outdoor firepits and outdoor fireplaces must be gas burning only due to concerns about fire danger. Wood-burning outdoor firepits or outdoor fireplaces will not be allowed.

4.14. PATIO AND COURTYARD FURNITURE

In order to maintain the visual integrity of Vista del Corazon, all patio and courtyard furniture, including umbrellas, must meet the intent of Section 4.5, "Colors". White or brightly colored patio and courtyard furniture and accessories will not be allowed. These standards shall also apply to patio or exterior furniture on rooftop decks. Umbrellas will not be allowed on roof decks.

4.15. SOLAR APPLICATIONS

Passive solar applications or the orientation and design of the Residence for maximum winter sun gain will reduce the winter heating needs, and will be encouraged. Active solar collectors can cause excessive glare and reflection, and can only be approved if they are integrated into the structures or landscaping on a Lot. As with all design elements of a Residence or other Improvements, solar collectors must be integrally designed, aesthetically pleasing and meet all other applicable restrictions set forth in these Guidelines. Solar collectors must not be Visible From Neighboring Property or cause excessive glare.

4.16. SCREEN WALLS / SITE WALLS

Screen walls should be a visual extension of the architectural design of the Residence. They may be used to separate the Private Areas from the rest of the Building Envelope and as screening for parking and service areas. They may not be used to delineate property lines or to arbitrarily delineate the Building Envelope. The colors of walls must conform to the color standards described in these Guidelines.

4.17. SERVICE YARD

All above-ground garbage and trash containers, clotheslines, mechanical equipment, pool equipment and other outdoor maintenance and service facilities must be completely screened by walls and gates, at least one (1) foot higher than the equipment, from Adjacent Lots, streets or other Common Areas. Gates or a "maze" entry that provides complete screening shall be required around all mechanical and pool equipment enclosures. The Committee may, at its sole discretion approve the use of landscape to screen mechanical and pool equipment if it can be demonstrated that sufficient screening can occur.

4.18. GUEST HOUSES, GUEST SUITES AND ACCESSORY BUILDINGS

Such structures must be designed as a single visual element with the Residence and should be visually related to it by walls, courtyards or major landscape elements. A free-standing Guest House may not exceed 1,000 square feet, unless otherwise approved by the Committee and it must comply with applicable County zoning regulations. A free-standing Guest House or accessory building can be constructed on any Lot, with approval from the Committee, provided all Improvements fall within the Building Envelope and meet the requirements of these Guidelines. A Guest Suite may be incorporated into any Residence. No Guest House or Guest Suite may be leased or rented, separate and apart from the lease or rental of the main Residence.

4.19. STORAGE TANKS

All fuel tanks, water tanks or similar storage facilities shall be shielded from view from Adjacent Lots, streets or other Common Areas by walls or structures, or shall be located underground with all visible projections screened from view from Adjacent Lots, streets or other Common Areas.

4.20. SIGNAGE

Signage can become a visual nuisance if not limited, therefore all security, pool, construction, financing, for sale and other similar signs utilized for advertising or otherwise are prohibited within Vista del Corazon, except as follows:

- a) Address Identification devices described in Section 3 28 of these Guidelines
- b) Temporary Construction Signs described in Section 5 17 of these Guidelines
- c) Standardized "For Sale" Signs for all lots that have not been built upon. These signs shall be limited to no greater than six (6) square feet in size and no higher than six (6) feet above grade
- d) Standardized "For Sale" Signs for speculative homes that are for sale for the first time when granted specific approval by the Committee. These signs shall be limited to no greater than six (6) square feet in size and no higher than six (6) feet above grade
- e) Any signs allowed by the Declaration

No signs of any type are allowed along the golf course frontage and no signs other than those described above are allowed for homes that are completed. The Committee reserves the right to make exceptions as it deems appropriate.

4.21. FLAGPOLES

Due to visual concerns from the overall community as well as the desire to blend with the natural desert, free-standing flagpoles are not allowed on any Lot within Vista del Corazon. The display of the American flag is permitted and encouraged if it is hung from a pole-bracket mounted on the Residence or if it is suspended from a roof overhang.

4.22. RADON GAS PROTECTION

Although there has been no indication that significant amounts of radon gas are present in the soil of Vista del Corazon, the Committee recommends that each individual Lot be tested by a competent professional for the presence of radon gas. If a determination is made that a radon gas protection system is needed, the design professional should be made aware of this and include it in the design of the Residence.

4.23. COLUMNS

In keeping with the intent of visual strength in the architectural design, column proportions are critical. Thin columns tend to visually appear weak. Columns must have a minimum dimension of 12" in diameter or width in both directions, and have a minimum slenderness ratio of 1 to 8. (i.e., an 8'-0" tall column must be 12" wide and a 12'-0" tall column must be 18" wide). The Committee may grant exceptions to this guideline if determined by the Committee to be appropriate to the specific design. The patterns and spacing of columns must also relate to the design character of the house. Arbitrary and random column spacing will not be approved.

4.24. GARAGES

Every effort should be made to minimize the impact of the garage and garage door(s) and therefore it is strongly recommended that garage doors do not face the street. Careful siting and driveway orientation can ensure that a garage is recessed from view from the street and Adjacent Lots. In an effort to minimize garage impact, no more than three (3) garage stalls (i.e., three (3) single doors or one (1) single and one (1) double door) will be allowed adjacent to each other in a continuous plane. Two (2) double garage doors may be placed adjacent to each other if they are offset by a minimum of six (6) feet horizontally and they do not face the street. In any case, no more than four (4) garage stalls will be allowed on any Residence including Guest Houses and accessory buildings, unless otherwise approved by the Committee. The appearance of the garage door must blend with the home design. Ornate garage doors are strongly discouraged.

4.25. UNIQUE EXTERIOR FEATURES

Unique exterior features including, but not limited to, entry arches, decorative gates, glass patterns, railings, stairs, roof decks, enclosures, shade structures, ramadas, fountains, gazebos, cabanas, exterior fireplaces, exterior artwork and sculpture, and the like must be designed as an integral part of the Residence. Requests for approval of unique exterior features should include detailed design information including sketches, cut sheets, photographs, etc as a part of the Preliminary Design Submittal and the Final Design Submittal for approval by the Committee.

Specific restrictions include

- (a) Exterior stairs and, specifically, circular stairs and ladder-type stairs, must be screened so they are not Visible From Neighboring Property with a solid wall, open railings and exposed treads and risers on exterior stairs will not be allowed Exterior ornamental stairs are not allowed
- (b) Outdoor fireplaces, firepits or similar items shall be gas fueled only due to concern of fire danger
- (c) Fountains or water displays shall be limited in height to no higher than five (5) feet above the grade at which they are located, and must be screened so they are not Visible From Neighboring Property
- (d) Exterior artwork and sculpture shall be limited in height to no higher than ten (10) feet above adjacent finished grade or floor including any stands or pedestals Exterior artwork must conform to the color standards of these guidelines and shall not be visible from the golf course

Section 5
CONSTRUCTION REGULATIONS

CONSTRUCTION REGULATIONS

In order to ensure that the natural desert landscape of Vista del Corazon is not unduly damaged during construction, the following Construction Regulations must be made a part of the construction contract documents for each Residence or other Improvements on a Lot. All Builders and Owners shall be bound by these Regulations and any violation by a Builder shall be deemed to be a violation by the Owner of the Lot.

The Committee has determined that policing of building sites during construction will be done by Committee Members, the Design Review Coordinator and the Association Manager. Violations of the Construction Regulations or any conditions of final approval which are discovered will be reported to the Association Manager, who will send a letter to the Builder involved. Copies of the letter will be sent to the Lot Owner and the Design Review Coordinator.

5.1. PRE-CONSTRUCTION CONFERENCE

Prior to commencing construction, the Builder must meet with the Design Review Coordinator to review the Construction Regulations, procedures and guidelines of this section. Builders will be required to fill out a form listing subcontractors and suppliers for access to the project.

A "Construction Authorization Certificate" issued by the Design Review Coordinator or Association Manager on behalf of the Committee will be required to be posted at each construction site. The certificate should be posted on the back of the construction sign if it exists, or on a small fixed post located near the driveway at the street. In order to receive the Construction Authorization Certificate, the Final Design Submittal must be approved by the Committee and the construction documents received and reviewed for compliance with the Committee's stipulations for final approval. In addition, the Builder's Bond must be collected and the acknowledgment of receipt of the Construction Regulations must be signed by the Builder. No construction activity of any kind can take place until this Construction Authorization Certificate is received and posted.

5.2. BUILDER'S BOND

To assist the Committee in causing compliance with these Regulations, each Builder (not the Owner), before beginning any construction, shall post a cash bond in the amount of two thousand dollars (\$2,000.00) with the Association. Should it become necessary the Committee or the Association to remedy any violation of these Regulations, or any condition of approval of the Final Design Submittal, the costs of such remedy can be charged against the bond.

The Builder's Bond will be refunded upon receipt of the Notice of Completion from the Owner and upon satisfactory completion of all requirements of the Final Construction Review as determined by the Committee.

5.3 OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE (OSHA)

All applicable OSHA regulations and guidelines must be strictly observed at all times

5.4. CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICES, ETC.

Any Owner or Builder who desires to bring a construction trailer, field office or the like to Vista del Corazon shall first apply for and obtain written approval from the Committee. To obtain such approval, the Owner or Builder shall submit a copy of the site plan with proposed locations of the construction trailer or field office, the portable toilet and the trash receptacle noted thereon. Such temporary structures shall be removed upon completion of construction. No signage shall be allowed on any construction trailers and the color of any construction trailer or field office shall comply with Section 4.5 of these Guidelines. The construction trailer, if any, portable toilet, construction material storage and dumpsters must all be contained within the chain link fence and within the Building Envelope.

5.5. FENCING

To protect the Natural Area of a Lot from damage due to construction operations, a chain link fence at least five (5) feet high shall be installed to completely enclose the construction area prior to starting any footing or foundation work. The fence shall follow or be within the approved Building Envelope. The fence shall have a single entrance located at the driveway entrance, and shall be maintained intact until the completion of construction. The construction trailer, if any, portable toilet, construction material storage and dumpsters must all be contained within the chain link fence. In special cases the Committee may allow materials to be stored outside the chain link fence when specifically approved in advance by the Committee.

If it is necessary to conduct construction activities outside of a Building Envelope in order to complete an Improvement falling within the Building Envelope, the Owner of the Lot, or his representative, may submit a request to the Committee for a Building Envelope infringement. If such a request is approved by the Committee, the construction area outside the Building Envelope will be required to be revegetated and returned as close as possible to its original condition to the satisfaction of the Committee.

5.6. DEBRIS AND TRASH REMOVAL

Builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging and other items shall be covered or weighted down to prevent their being blown off the construction site. In no case may debris and trash be allowed to exceed the top of the dumpster. The Committee reserves the right to assess fines to Builders and Owners who fail to prevent debris from blowing or being disposed of on other Lots or Common Areas. Builders are prohibited from dumping, burying or

burning trash anywhere on Vista del Corazon except as expressly permitted by the Committee. During the construction period, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Lots or any open space. Unsightly dirt, mud or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

Dumpsters or other waste receptacles must be located within the Building Envelope and within the fenced construction site or in areas specifically approved in writing by the Committee. For physically constrained sites, smaller dumpsters with more frequent removal may be necessary in order to fit the dumpster within the construction fencing.

5.7. WASHOUT AND CLEANING

Washout of concrete trucks or the washout and cleaning of any equipment by masons, plasterers, painters, drywallers, etc must be contained within the Building Envelope of each Lot. Washout or cleaning residue shall not be allowed to flow off of the Lot or into washes, drainage ways or any Natural Area locations on the Lot. Fines may be imposed against a Builder and/or its Builder's Bond for any violations to this provision. The Builder will also be responsible for restoring the damaged area to its natural state.

5.8. SANITARY FACILITIES

Each Builder shall be responsible for providing and maintaining adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only within the Building Envelope and within the fenced construction site or in areas specifically approved in writing by the Committee.

5.9. VEHICLES AND PARKING AREAS

Construction crews shall not park on, or otherwise use, other Lots, Common Areas or any other open space. Private and construction vehicles and machinery shall be parked only within the Building Envelope and the fenced construction site or in areas designated by the Committee. All vehicles shall be parked so as not to inhibit traffic on adjacent streets. Parking of construction vehicles and equipment on the streets overnight is prohibited unless otherwise approved by the Committee or the Association.

Each Builder shall be responsible for its subcontractors and suppliers obeying the speed limits posted within Vista del Corazon. Fines may be imposed against the Builder and/or its Builder's Bond for repeated violations. Adhering to the speed limits shall be a condition included in the contract between the Builder and its subcontractors/suppliers.

5.10. EXCAVATION MATERIALS

Excess Excavation materials must be hauled away from Vista del Corazon and disposed of properly. Dumping of excess Excavation materials within Vista del Corazon is prohibited.

5.11. BLASTING

If any blasting is to occur, the Committee and the Association must be informed at least four (4) weeks in advance to allow each to make such investigation as each deems necessary and to review any proposed protective measures to be taken prior to the blasting. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the Committee and the Association. Applicable governmental requirements concerning blasting must be observed. The Committee and the Association assume no liability resulting from any blasting nor does the Committee or Association pass judgment on the appropriateness of any proposed protective measures.

5.12. RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGE

Damage and scarring to property other than the Lot, resulting from construction operations including, but not limited to, open space, landscape, boulders, other Lots, roads, driveways, concrete curb and gutter, and/or other Improvements, will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the Builder.

In order to avoid disputes after the fact, it is the responsibility of the Builder to declare in writing to the Committee any existing damage to the surrounding area prior to any construction activity on the Lot. For example, if a concrete curb on the street in front of the Lot is cracked before any construction commences, it is beneficial to the Builder to declare this damage in writing to the Committee in order to avoid any potential claims of damage at a later time.

5.13. MISCELLANEOUS AND GENERAL PRACTICES

All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, Builders, contractors, and subcontractors while on the premises of Vista del Corazon. The following practices are prohibited.

- (a) Changing oil or otherwise servicing any vehicle or equipment on the site itself or at any other location within Vista del Corazon, other than at a location designated for that purpose by the Committee
- (b) Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean their equipment other than at locations specifically designated for that purpose by the Committee. Residue from cleaning is not allowed to flow into washes, drainage ways or Natural Area locations
- (c) Removing any rocks, plant material, topsoil or similar items from any property of others within Vista del Corazon, including other construction sites
- (d) Carrying any type of firearms within Vista del Corazon

- (e) Using disposal methods or units other than those approved by the Committee
- (f) Careless disposition of cigarettes and other flammable material Due to fire and litter concerns, each job site shall have an ash urn for the disposition of cigarettes This urn may be as simple as a five-gallon bucket filled with sand
- (g) Careless treatment or removal of any desert plant materials not previously approved for removal by the Committee.
- (h) Use of, or transit over, any golf course area, including golf cart paths or golf maintenance paths
- (i) Use of, or transit over, any Common Area paths or trails
- (j) No pets, particularly dogs, may be brought into Vista del Corazon by construction personnel In the event of any violation hereof, the Committee, the Association or Developer shall have the right to contact County authorities to impound the pets, to refuse to permit the Builder or subcontractor involved to continue work on the project, or to take such other action as may be permitted by law, these Guidelines or the Declaration
- (k) Radios and other audio equipment playing music on construction sites within Vista del Corazon are not permitted. This restriction is to avoid impacting golfers as well as homeowners living at Vista del Corazon.
- (l) Catering trucks will not be permitted to use their horns; their schedules are routine enough for workers to be aware of break times Also, trash generated by the purchase of items from these trucks should be contained and disposed of properly Repeated problems with these requirements could result in the catering trucks being denied admittance to the property
- (m) Fires for the purpose of warming in winter
- (n) Storage or parking of non-construction-related vehicles, such as trailers, boats, etc , at the construction site.

5.14. CONSTRUCTION ACCESS

The only approved construction access during the time a Residence or other Improvement is under construction will be over the approved driveway location for the Lot unless the Committee approves an alternative access point In no event shall more than one (1) construction access be permitted onto any Lot

The location of the construction entrance into the Vista del Corazon project, along with the

standard procedures and operations of the gate, will be determined from time to time by the Association and issued to each Builder working within Vista del Corazon

5.15. DUST AND NOISE

The Builder shall be responsible for controlling dust and noise, including without limitation music, on the construction site

5.16. TEMPORARY CONSTRUCTION SIGNAGE

In an effort to maintain the residential character of Vista del Corazon and to minimize the visual clutter that unlimited construction signage can cause, the Committee will require all temporary construction signs to meet the following criteria:

- (a) Signs, if any, shall be single-faced, panel type, with a maximum area of six (6) square feet. No additional signs may be attached to the main sign or be suspended below it, although separate sign panels that link together to form a single visual sign that meets all the requirements of this section will be acceptable. No lighting of construction signage is allowed.
- (b) Colors of sign backgrounds should be muted earth tones which harmonize with the desert colors rather than sharply contrast with them. Letter colors should relate harmoniously with the background colors while providing sufficient contrast to enable the sign to be read from approximately twenty (20) feet away.
- (c) Temporary construction signs must be removed at the time the house is substantially complete or when the Committee directs the sign to be removed.

5.17. FIRE PROTECTION

At least one full and operable 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times. Absence of such a device may result in fines against the Builder or the Builder being denied access to the construction site

5.18. DAILY OPERATION

Daily working hours for each construction site shall be determined by the Association and the Committee. Typically, these hours shall not be earlier than thirty (30) minutes before sunrise nor later than thirty (30) minutes after sunset, although the Committee and the Association shall have the right to establish other restrictions and regulations on hours of construction. No construction shall be allowed on Sundays, unless specifically approved by the Committee or the Association.

<i>Dalea wislizeni</i>	Indigo Bush
* <i>Dodonaea viscosa</i>	Hopbush
* <i>Encelia farinosa</i>	Brittle Bush
* <i>Ephedra species</i>	Mormon Tea
* <i>Ericameria laricifolia</i>	Turpentine Bush
* <i>Eriogonum fasciculatum</i>	Desert Buckwheat
<i>Eriogonum fasciculatum</i> v. <i>polifolium</i>	Flattop Buckwheat
* <i>Eriogonum wrightii</i>	Wright's Buckwheat
<i>Fallugia paradoxa</i>	Apache Plume
* <i>Fouquieria splendens</i>	Ocotillo
<i>Holacantha emoryi</i>	Crucifixion Thorn
* <i>Hyptis emoryi</i>	Desert Lavender
<i>Jatropha cardiophylla</i>	Limber Bush
* <i>Juniperus monosperma</i>	One-Seed Juniper
<i>Justicia candicans</i>	Firecracker Bush
* <i>Justicia californica</i>	Chuparosa
<i>Justicia spicigera</i>	Mexican Honeysuckle
<i>Krameria parvifolia</i>	Ratany
* <i>Larrea tridentata</i>	Creosote Bush
<i>Leucaena retusa</i>	Gold Lead Ball Tree
<i>Leuocophyllum frutescens</i>	Texas Sage, Texas Ranger
<i>Leuocophyllum laevigatum</i>	Chihuahuan Sage
<i>Leuocophyllum species</i>	
* <i>Lotus rigidus</i>	Desert Rock-Pea
* <i>Lycium andersonii</i>	Anderson Thornbush
* <i>Lycium brevipes</i>	Thornbush
* <i>Lycium fremontii</i>	Wolfberry, Tomatillo
* <i>Mimosa biuncifera</i>	Catclaw
<i>Mimosa dysocarpa</i>	Velvet Pod Mimosa
<i>Mimulus cardinalis</i>	Monkey Flower
<i>Nolina bigelovii</i>	Bigelow Nolina
* <i>Nolina microcarpa</i>	Bear Grass
* <i>Quercus turbinella</i>	Scrub Oak
<i>Rhamnus californica</i>	Coffeeberry
* <i>Rhamnus crocea</i>	Redberry Buckthorn
* <i>Rhus ovata</i>	Sugar Sumac
<i>Rhus trilobata</i>	Lemonade Bush
<i>Ruellia peninsularis</i>	Ruellia
<i>Salvia chamaedryoides</i>	Blue Sage
<i>Salvia greggii</i>	Autumn Sage
<i>Salvia species</i>	
<i>Senecio salignus</i>	Willow Leaf Groundsel
<i>Senecio douglasii</i>	Thread Leaf Groundsel
* <i>Simmondsia chinensis</i>	Jojoba

<i>Sophora arizonica</i>	Arizona Sophora
<i>Sophora secundiflora</i>	Texas Mountain Laurel
<i>Tecoma stans</i>	Arizona Yellow Bells
* <i>Trixis californica</i>	Trixis
<i>Vauquelinia californica</i>	Arizona Rosewood
* <i>Viguiera deltoidea</i>	Golden Eye
<i>Zinnia grandiflora</i>	Prairie Zinnia
* <i>Zizyphus obtusifolia</i>	Graythorn

VINES

<i>Antigonon leptopus</i>	Coral Vine
<i>Cissus trifoliata</i>	Arizona Grape Ivy
<i>Clematis drummondii</i>	Old Man's Beard
<i>Mascagnia lilacina</i>	Lilac Orchid Vine

GROUNDCOVERS

<i>Acacia redolens</i>	Trailing Acacia
<i>Dalea greggii</i>	Trailing Indigo Bush
<i>Verbena peruviana</i>	Peruvian Verbena
<i>Verbena pulchella</i>	

PERENNIALS

* <i>Baileya multiradiata</i>	Desert Marigold
* <i>Cassia covesii</i>	Desert Senna
* <i>Castilleja chromosa</i>	Indian Paintbrush
* <i>Delphinium scaposum</i>	Bare-Stemmed Larkspur
* <i>Dichelostemma pulchellum</i>	Blue Dick
* <i>Dyssodia porophylloides</i>	Dyssodia
* <i>Machaeranthera species</i>	Aster
* <i>Melampodium leucanthum</i>	Blackfoot Daisy
<i>Menodora scabra</i>	Menodora
* <i>Mirabilis multiflora</i>	Desert Four O'Clock
<i>Muhlenbergia rigens</i>	Deer Grass
<i>Oenothera</i>	Evening Primrose
* <i>Penstemon eatoni</i>	Beard Tongue
* <i>Penstemon parryi</i>	Beard Tongue
<i>Penstemon species</i>	
<i>Penstemon superbus</i>	Beard Tongue
<i>Phlox tenuifolia</i>	Phlox
* <i>Psilotrophe cooperi</i>	Paperflower
<i>Salvia farinacea</i>	Mealycup Sage
<i>Senecio douglasii</i>	Groundsel
<i>Sphaeralcea ambigua</i>	Globemallow
<i>Tagetes lemmonii</i>	Mt Lemmon Marigold

Verbena (*Glandularia*)
Verbena gooddingii
Verbena rigida

Vervain
Goodding's Verbena
Vervain

ANNUALS

**Datura meteloides*
**Erigeron* species
Eschscholtzia mexicana
Gilia flavocincta
Kallstroemia grandiflora
Lupinus concinnus
**Lupinus sparsiflorus*
Lupinus succulentus
**Mentzelia* species
Oenothera species
Phacelia campanularia
**Rafinesquia* species
**Salvia columbariae*

Sacred Datura
Fleabane Daisy
Mexican Poppy
Gilia
Arizona Poppy
Lupine
Lupine
Lupine
Stickleleaf, Blazing Star
Evening Primrose
Desert Blue Bell
Desert Chicory
Chia

SUCCULENTS AND CACTI

**Agave* species
Aloe species
**Carnegiea gigantea*
**Cereus greggi*
**Dasyllirion wheeleri*
Echinocactus grusonii
**Echinocereus engelmannii*
**Ferocactus acanthodes*
Ferocactus mislizenii
Hesperaloe parviflora
**Mammillaria microcarpa*
**Opuntia acanthocarpa*
Opuntia basilaris
**Opuntia bigelovii*
**Opuntia chlorotica*
**Opuntia engelmannii*
**Opuntia fulgida*
**Opuntia leptocaulis*
Opuntia violacea
**Yucca baccata*
**Yucca elata*

Century Plants (Parryi, Toumeyi)

Saguaro
Night-Blooming Cereus
Desert Spoon
Golden Barrel Cactus
Hedgehog Cactus
Compass Barrel
Fishhook Barrel
Coral Yucca
Fishhook Pincushion
Buckhorn Cholla
Beavertail Prickly Pear
Teddy Bear Cholla
Pancake Prickly Pear
Desert Prickly Pear
Chain Fruit Cholla
Desert Christmas Cholla
Purple Prickly Pear
Banana Yucca
Soaptree Yucca

REVEGETATION PLANT MIX

The following is a general recommendation for basic ground cover revegetation with one-gallon and larger plant material as required in Section 3 14 When used in conjunction with specimen indigenous trees, cacti and large shrubs, as well as with a revegetation seed mix, this should provide a revegetation area that is natural in appearance upon maturity

<u>Recommended Quantity of One-Gallon Plants per 1,000 s f</u>
--

GROUND COVER PLANT MIX

Ericameria laricifolia	Turpentine Bush	22.0
Ambrosia deltoidea	Bursage	8.0
Eriogonum wrightii	Wright's Buckwheat	8.0
Calliandra eriophylla	Pink Fairy Duster	2.5
Larrea tridentata	Creosote Bush	2.0
Eriogonum fasciculatum	Desert Buckwheat	2.0
Acacia greggu	Catclaw Acacia	2.0
Opuntia acanthocarpa	Buckhorn Cholla	2.0
Celtis pallida	Desert Hackberry	0.5
Yucca elata	Soaptree Yucca	0.5
Ferocactus acanthodes	Compass Barrel	0.5

Recommended Distribution:

Revegetation plants should be placed in natural formations that duplicate the adjacent undisturbed desert. Natural clustering and distribution patterns should be duplicated Strict adherence to the recommended distribution is not encouraged The goal should be to match the appearance of the adjacent undisturbed desert

REVEGETATION SEED MIX

Note This is not a replacement for revegetation with one-gallon and larger plant material

<u>Recommended Application Rate In Ounces per Acre</u>
--

TREES, SHRUBS AND FORBES SEED MIX

Ericameria laricifolia	Turpentine Bush	3.0
Ambrosia deltoidea	Bursage	1.0
Eriogonum wrightii	Wright's Buckwheat	0.5
Eriogonum fasciculatum	Desert Buckwheat	0.5

<i>Acacia greggii</i>	Catclaw Acacia	2.0
<i>Prosopis juliflora</i>	Native Mesquite	1.0
<i>Cercidium microphyllum</i>	Foothills Palo Verde	1.0
<i>Calliandra eriophylla</i>	Pink Fairy Duster	1.0
<i>Cercidium floridum</i>	Blue Palo Verde	1.0
<i>Larrea tridentata</i>	Creosote Bush	1.0
<i>Yucca elata</i>	Soaptree Yucca	1.0
<i>Vigueria deltoidea</i>	Goldeneye	0.5
<i>Baileya multiradiata</i>	Desert Marigold	0.5
<i>Lupinus sparsiflorus</i>	Lupine	0.5
<i>Escholtzia Mexicana</i>	Mexican Poppy	0.5
<i>Phacelia campanularia</i>	Blue Bells	0.5

Recommended Application Method:

- 1) Rip or scarify all areas to be seeded to a minimum depth of four inches (4")
- 2) Cover all areas that have excessive amounts of hard granite (hardpan) or alkaline soil with a minimum of six inches (6") of friable topsoil after ripping
- 3) Broadcast seed mix at the rates described above in a uniform manner, ensuring that all areas are evenly covered, either mechanical or hand broadcasting methods are acceptable.
- 4) Mechanically drag or rake all seeded areas after all seed is uniformly applied. Ideally this should happen after the boxed plant material is installed, and before the small containerized plants are installed.
- 5) No supplemental irrigation is required.

Appendix "D"

PROHIBITED PLANT LIST

The following may not be planted or maintained anywhere in Vista del Corazon

1. Any species of tree or shrub whose mature height may reasonably be expected to exceed twenty (20) feet, with the exception of those species specifically listed as approved by the Committee
2. All Palms (*Palmae*) whose mature height may reasonably be expected to exceed six (6) feet will be prohibited for aesthetic reasons as well as their high maintenance requirements. Dwarf varieties whose mature height may reasonably be expected to be less than six (6) feet will be allowed only in Private Areas within the confines of a private garden and behind site walls
3. All Pines (*Pinus*), Cypress (*Cupressus*), False Cypress (*Chamaecyparis*), Juniper or Cedar (*Juniperus*), except those species specifically approved, whose mature height may reasonably be expected to exceed six (6) feet, will be prohibited for aesthetic reasons. Dwarf varieties, and those whose mature height may reasonably be expected to be less than six (6) feet, may be used immediately adjacent to the entry to a Residence, or in Private Areas within the confines of a private garden and behind site walls
4. Olive trees (*Olea europaea*) will be prohibited for reasons of their profuse production of allergy-producing pollen, as well as for aesthetic reasons
5. Oleanders (*Nerium oleander*) and Thevetia (*Thevetia* species) will be prohibited for aesthetic reasons as well as for their profuse production of allergy-producing pollen. These poisonous plants will also be prohibited for their high maintenance requirements and excessive height. Dwarf varieties may be allowed only in Private Areas within a private garden and behind site walls
6. Fountain Grass (*Pennisetum setaceum*) will be prohibited as a defined weed with the potential to spread throughout the development, and also as a fire hazard
7. All varieties of Citrus will be prohibited for aesthetic reasons and for their profuse production of allergy-producing pollen. Dwarf varieties are permissible only in Private Areas within the confines of a private garden and behind site walls
8. Common Bermuda Grass (*Cynodon dactylon*) will be prohibited as a defined weed
9. Mexican Palo Verde (*Parkinsonia aculeata*) will be prohibited as a harborer of pests and because of its ability to spread throughout the development, thereby altering the present natural desert

- 10 Desert Broom (*Buccharis sarothroides*) female plants are prohibited as a defined weed with potential to spread throughout the development. Male plants are acceptable provided they are marked (tagged) as such and purchased from a reputable nursery.

Appendix "E"

APPROVED SLOPED ROOF MATERIAL LIST

In order to minimize the visual impact of sloped roofs in Vista del Corazon, no solid red or terra-cotta tile roofs will be permitted. The use of very deep and dark colors for roof materials will blend with the natural environment and minimize the bright effects of the direct sun. These Guidelines further prohibit other bright colors. Tiles having a mottled appearance or tiles of an earth color, other than red, will be considered on a case-by-case basis.

The following roof materials and colors have been approved for use on any Lot in Vista del Corazon:

- (a) "Pinto" clay tile, also known as "Borgata" or "Algodones". It should be installed with at least 75% of the cap tiles showing less than 50% red color. Pan tiles may show up to 100% red. The tiles may be mortar-set. Information on these tiles is available from Mexican Tile Company of Phoenix.
- (b) "Holandesa", "Marsellesa", and "Portuguesa" tiles, in "Cafe" color only. Information on these tiles is available from Mexican Tile Company of Phoenix.
- (c) Flat concrete tiles with dark blended or variegated colors that meet the intent of the Guidelines, subject to specific approval by the Committee.
- (d) Standing seam copper with accelerated brown finish, "old penny" finish, or accelerated blue/green patina finish is acceptable. Shiny copper or vibrant green patinas are not allowed due to the visual concerns.
- (e) Bermuda roofs subject to specific approval of the pattern and color by the Committee.

It is not the intent of the Committee to limit choices to only these roof materials, patterns and colors. Anyone wishing to use another roof material, tile pattern or color may submit samples to the Committee for consideration. The Committee will consider other roofing materials and may approve them if, in the opinion of the Committee, the proposed material meets the intent of these Guidelines.

Appendix "F"
APPROVED COLORS LIST

The Committee has found the colors listed below to be compatible with the natural environment within Vista del Corazon and has approved them for use on Residences. The colors are identified by color number, color name and Light Reflectance Value (LRV). The maximum LRV allowed within Vista del Corazon is a maximum LRV of forty (40) except for Lots _____ which are limited to a maximum LRV of thirty-six (36).

DUNN-EDWARDS COLORS

<u>Number</u>	<u>Name</u>	<u>LRV</u>
Q1-19D	"Flintsmoke"	(32)
Q1-20D	"Walrus"	(23)
Q1-39D	"Grand Mariner"	(31)
Q1-40D	"Mississippi Delta"	(26)
Q3-19D	"Dry Earth"	(32)
Q3-20D	"Cocoa Mocha"	(23)
Q5-19D	"Brown Owl"	(24)
Q5-20D	"Moonlily"	(24)
Q5-39D	"Baja Brown"	(31)
Q7-40D	"Tobacco Road"	(27)
Q8-19D	"Flintstone"	(31)
Q8-39D	"Beaverwood"	(34)
Q8-40D	"Antler Brown"	(26)

(* NOTE. Although Dunn-Edwards has changed their color numbers and names, these colors are still available. Contact your local Dunn-Edwards dealer.)

FRAZEE COLORS

5324D	"Dust Storm"	(25)
5354D	"Potato Skin"	(27)
5364D	"Antler"	(29)
5374D	"Bishop Brown"	(23)
5724D	"Brown Bread"	(28)
5734D	"English Saddle"	(27)

Paint manufacturers other than Dunn-Edwards and Frazee may be utilized, other colors may be proposed and will be considered by the Committee and may be approved if, in the opinion of the Committee, the proposed colors meets the restrictions and intent of these Guidelines.

A sample of the building color, along with the LRV number, is required as a part of the Final Design Submittal.

**Insert Application Form
From Separate Sheet**

**THIS IS THE END
OF THE DOCUMENT**

11198 E. Vista del Cielo
Gold Canyon, AZ 85218
Fax: (480) 671-5923
Dan (480) 748-6177
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**Danto Real Estate
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Fax

To:	Jim Barrons	From:	Dan
Fax:		Pages:	4
Phone:		Date:	05/19/04
Re:		CC:	

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Jim,

Here's the information you requested.

Dan

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My purpose is to possibly simplify guidelines in the view of a professional builder, developer, and investor. If guidelines are simplified, potential customers/lot buyers will not feel overwhelmed with questions about information on specific lots that the committee can't even answer. At this time, it is going to be extremely hard for your sales team to sell the remaining lots without a qualified builder there to explain the specific limitations for any particular lot. As the guidelines stand, no person or committee is qualified to dictate the limitations without extensive engineering. As a local builder here for many years, money is a major concern for most buyers who want to live the Gold Canyon lifestyle. This is Not Scottsdale and probably never will be. Some of the requirements for "Preliminary Design Submittal" could use some attention to make the design phase more practical. There are several problem areas in the guidelines, however, a few of them stick out and cause the most confusion.

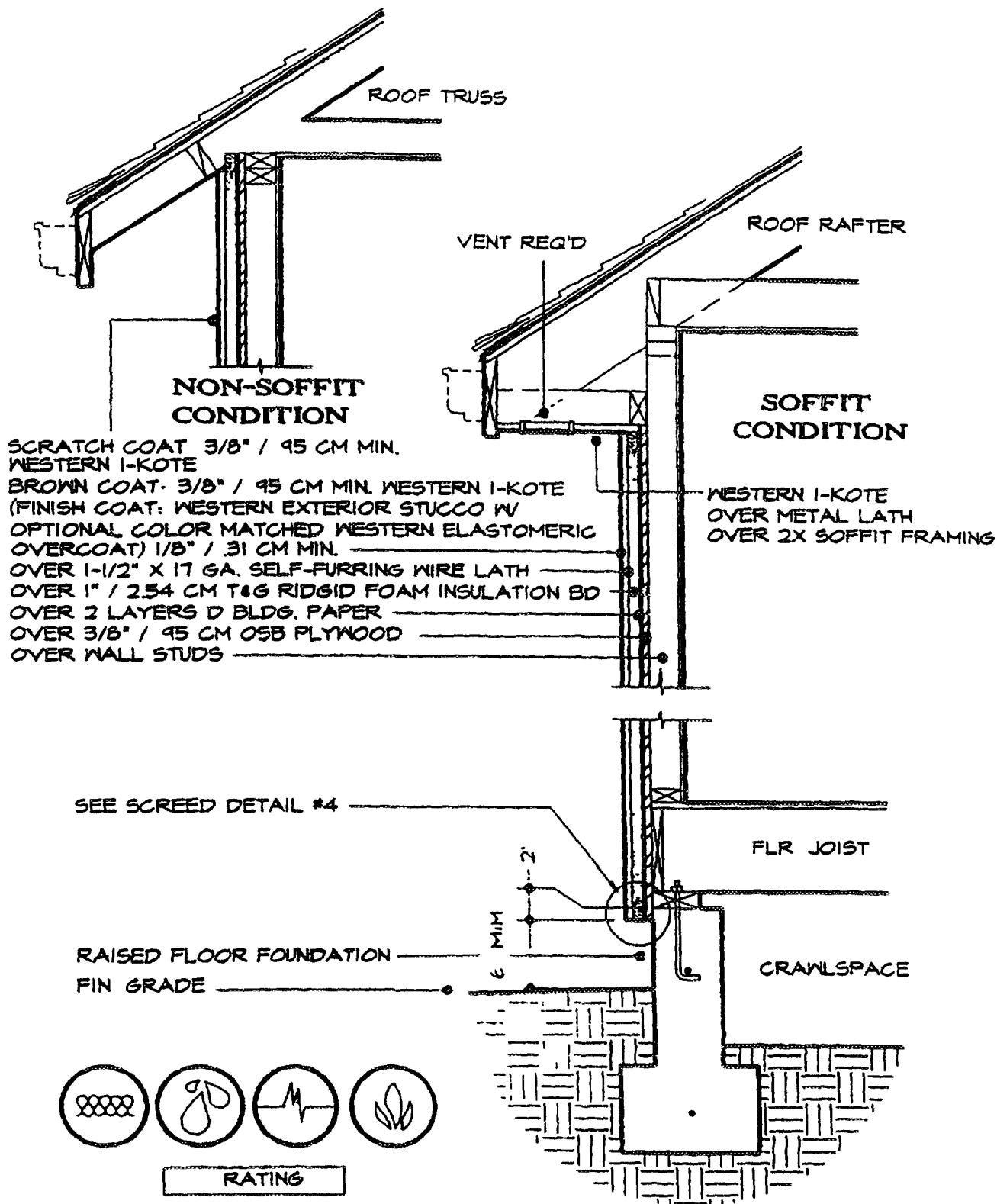
The largest problem that I see is section 3.1 of guidelines pertaining to "Building Envelope". It states that a "Building Envelope" has been identified for each lot, specified on approved "Building Envelope Exhibit". This Document does not exist, which would have given buyers and builders specifics on each lot and the relationship of building envelopes on adjacent lots. Also, this document would have identified on each lot the "Natural Area" which is to remain untouched by anything (construction landscaping, driveways, walls, etc.). This is a successful tactic with larger estate parcels; however, it does bring up an additional problem which is that none of the existing dwellings already approved by the committee have left a "Natural Area". Most of the remaining lots that I have walked, having a narrow road frontage, makes it difficult not to use the entire building set backs set forth and governed by the county building department. I believe an easy resolution to this problem is to identify the "Envelope" as dictated by Pinal County zoning regulations, which allows 25' front and rear setbacks and 10' on each side. A majority of remaining lots has other concerns such as drainage easements, no build zones, and some utility requirements, which take away from buildable square footage. Most of the lower and smaller lots have been totally grubbed, and some construction that has taken place over the past several years have left no "Natural Area". These areas and all of the smallest lots are going to need total

landscaping after construction, which can be governed in "Landscaping Guidelines", after "Final Construction Review" takes place. I believe the "Natural Area" should be defined as area on or above "No Build" zone, on specified lots only.

As an investor/ developer, I would have to ask a question. As an example on page 21 of your guideline, how many lots are sized like this, and still have room for a minimum 2500 sq ft house, garage, and stay under 25' tall over natural grade? Which leads us to our next issue. Section 4.3 of guidelines deal with height restrictions and building masses. Page 46 section 4.3 letter (a) states a maximum building height elevation has been established for each lot. Where is this document? In letter (e) of section 4.3 "No Mass over 20'6", how do we have two stories already? If you are going to allow these types of build, remove it from the guidelines. It will simplify to the average homebuyer a very difficult question for buying this lot. Height limitations should be governed by County limitations of 31' over finished pad. We can use the site work as the evaluating factor for specific height limitations. We also need to ask ourselves what kind of lot (product) do we have available for sale? In my opinion, most of the remaining lots still available from Vista Partners are steep and sloping away from street, as in section 3.7 letter (b) "Lots located on more rugged terrain will be required to use multi-level solutions". It states, "it is unlikely that committee will approve a home that is primarily designed with single floor". As a builder for several years in the Gold Canyon area, multi level houses or houses with multiple staircases are the least desirable. Most people request a single level of one large main area with a possible 25% of square footage either upstairs or down depending on specific lot. As a builder working with you (Developer) it would be very difficult being able to sell the "Multi level Solution" to most of the cliental Gold Canyon sees. Using site work as the governing factor- we could use a cut and fill ratio of 50/50, limiting people from building retaining walls and using 100% fill. This also limits import/export of materials, limiting some of the commercial/heavy traffic in Vista Roads. There are very few lots remaining that might need a larger cut and fill ratio, but this can be handled on a case-by-case scenario.

The last issue that is in need of immediate attention, which was commented on at the Sheerer project preliminary meeting, is Item 9 dealing with "Detailed Finish of Exposed Stem", page 52 of the guideline. My first problem with the diagram of "Acceptable Stem" is not an approved method by I.C.B.O. standards. I have enclosed a separate exhibit showing proper I.C.B.O. standards, which must be met or exceeded for builders to pass county and state requirements. We (Danto) have met with representatives from effected stucco products and county officials. Your approved method will not pass minimum requirements. My second problem is EVERY house built in Vista to date, including the model, has the "Not Approved Method", but is built to county standards. I believe section 4.7 dealing with stem finish should be removed from guidelines and use standard practice as approved by I.C.B.O.

I believe that there are certain guidelines and procedures that need much clarification and certainly some action. This is a list, in my opinion, of the major issues significant to Vista Del Corizone that need immediate attention to expedite the sales ability and build ability of your remaining lots.



SECTION MODULE 8

SCALE: 3/4" = 1'-0"

WESTERN STUCCO PRODUCTS
WESTERN I-KOTE EXTERIOR STUCCO SYSTEMS