

THE TOWNSHIP COMMUNITY ASSOCIATION

SINGLE FAMILY USE RESTRICTIONS

Section 1. Classification. The Property shall be developed and used only for single family residential Patio Home units. Not more than ONE HUNDRED FORTY ONE (141) Patio Home units shall be constructed on the property. All Lots shall be used, improved and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot.

Section 2. Use of the Property. The use of any portion of the property shall be subject to the Architectural Rules adopted by the Architectural Committee from time to time, and The Township Rules adopted by the Board from time to time. Without limiting the generality of the foregoing, use of any portion of the Property is hereby restricted as follows:

a. Animals. No animals, birds, fowl, poultry or livestock shall be maintained, raised, bred or kept on any Lot except upon the prior written approval and authorization of the Architectural Rules and The Township Rules as promulgated, amended or supplemented from time to time by the Architectural Committee or the Board (which rules and regulations may apply to and restrict existing situations at the time they are adopted); provided, however, that domesticated dogs, cats, birds or fish may be kept as household pets without such approval but subject to any such rules and regulations so long as in the discretionary judgment of the Architectural Committee, such pet is not, or does not become a nuisance, threat or otherwise objectionable to the Owners or Residents, and so long as they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible From Neighboring Property. It shall be the responsibility of an Owner to remove immediately any droppings from pets. No dog, cat or other pet shall be permitted to run at large, and each dog, cat or other pet shall be confined entirely to an Owner's Lot except that a dog, cat or other pet shall be permitted to leave an Owner's Lot if such dog, cat or other pet is at all times kept on a leash not to exceed six (6) feet in length and is under the direct control of the Owner.

b. Antennas. No antenna, satellite television dish antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation, including, but without limitation, Citizen's Band or ham radio signals shall be erected, used or maintained outdoors on any Lot without the prior written approval of the Architectural Committee.

c. Burning, Incinerators. No open fires or burning shall be permitted at any time and no incinerators or like equipment shall be placed, allowed or maintained, except as provided for barbecues and grills maintained and used in compliance with all Township Rules and Architectural Rules.

d. Clothes Drying. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on the Property.

e. Encroachments. No building, tree, shrub, plant or any other improvement or thing shall be allowed to overhang or otherwise encroach upon any roadway, sidewalk or property outside of the Property without the prior written approval of the Architectural Committee.

f. Evaporative Coolers, Air Conditioning Units, Etc. No evaporative coolers, heating or air conditioning units, solar energy collecting units or panels, fans, water softeners or similar equipment shall be installed upon the Property in any location which shall be visible from any street, Association Land or any neighboring property, without the prior written approval of the Architectural Committee.

g. Garbage. No garbage, rubbish or trash shall be placed or kept on any Lot except in containers meeting all applicable requirements of law and the Architectural Rules. 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. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary in the vicinity thereof or to its occupants. No incinerators shall be kept or maintained on any Lot.

h. Health and Safety. No thing or condition shall exist upon any portion of the Property which shall induce, breed or harbor plant or other disease or noxious odors, or insects or other pests or which shall pose a health or safety hazard of any kind.

i. Maintenance; Misuse; Nuisances. All Lots and any improvements thereon (including without limitation all building exteriors, lawns and landscaping and the visible interior of all carports and other improvements) shall at all times be maintained by the Owners thereof in a neat, clean and sightly condition and in good condition and repair. All damage to a Lot or improvements thereon shall be promptly repaired by the Owner. No Lot or any portion of the Property shall be maintained or utilized in such manner as to present an unsightly appearance (including but not limited to the presence of weeds or other unsightly growth), or as to unreasonably offend the morale of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health or safety of any Owner or Resident, or as to otherwise detract from the overall appearance and character of the Township development. No nuisance shall be permitted to exist or operate upon any Lot. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except fire detection and security devices used exclusively for such purposes, shall be located, used or placed on any property.

j. Oil, Gas and Mineral Activity. No oil, gas or mineral exploration, drilling, quarrying, development, refining or mining operations of any kind, including but not limited to wells, derricks, surface tanks, tunnels, or mineral excavations or shafts shall be erected, maintained or permitted on the Property.

k. Signs; Commercial Activities. No signs or advertisements of any kind may be placed, allowed or maintained without prior written approval and authorization of the Architectural Committee, except that mailboxes, residential nameplates and "for sale" and "for rent" signs may be placed and maintained in conformity with the Architectural Rules and other Township Rules, including without limitation, any restrictions contained therein as to number, size, location, materials, color, design and appearance.

Notwithstanding the foregoing, the Architectural Committee shall not reasonably withhold approval of

reasonable billboards or other signs placed on the property by the Developer during the development and sale of Lots within the Property. No commercial or business activity of any kind shall be conducted at any time, except as such activities relate to the development and sale of the Property by the Developer.

l. Window Coverings. No aluminum foil, sheets, newspaper, or other materials shall be used for window coverings which are not customarily made for such use. All interior window coverings visible from the street, common area or neighboring property shall be white or off white in color, unless the Owner has obtained the prior written approval and authorization of the Architectural Committee. No reflective material shall be used in any window without the prior approval and authorization of the Architectural Committee. The Architectural Committee may establish additional Architectural Rules governing the color, design and material used for window coverings which can be seen from the street, the common areas, or any neighboring property.

m. Violation of the Architectural Rules, Township Rules or of Covenants, Conditions or Restrictions. No portion of the property shall be improved, maintained or utilized in violation of the Architectural Rules, the Township Rules or any covenants, conditions or restrictions applicable to and binding upon said property.

n. Violation of Statutes, Ordinances and Regulations. No portion of the property shall be improved, maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Maricopa, the Town of Gilbert, or any other governmental agency or subdivision having jurisdiction over the premises.

o. Trucks, Trailers, Campers and Boats. No commercial vehicle, truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street so as to be Visible From Neighboring Property or any street except for temporary parking only not exceeding four (4) consecutive hours. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial

nature on such vehicles shall be unobtrusive and inoffensive as determined by the Architectural Committee.

p. Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street, and no inoperable vehicle may be stored or parked on any Lot or street, so as to be Visible From Neighboring Property or to be visible from any street; provided, however, that the provisions of this section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee.

q. Parking. All vehicles of Owners and of their lessees, employees, guests and invitees shall be kept in garages, carports or residential driveways of the Owners wherever and whenever such facilities are sufficient to accommodate the number of vehicles on a Lot; provided, however, this section shall not be construed to permit the parking in the above-described areas of any vehicle whose parking is otherwise prohibited by the Declaration or the parking of any inoperable vehicle. Parking on any sidewalks or Association Land is prohibited. Free unobstructed pedestrian movement over all sidewalks within the Township subdivision shall be preserved at all times.

r. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or repair of a residence, appurtenant structures, or other Improvements constructed by the Declarant or approved by the Architectural Committee.

s. Restriction on Further Subdivisions. No Lot shall be further subdivided or separated into similar lots or parcels by any Owner other than the Declarant, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner other than the Declarant.

t. Common Walls. Common walls shall be walls constructed on the boundary line between two Lots or walls constructed on a Use and Benefit easement line. The rights and duties of the Owners of Lots with respect to common walls shall be as follows:

(i) The Owners of contiguous Lots who have a common wall shall both equally have the right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of same by the other owner;

(ii) In the event that any common wall is damaged or destroyed through the act of an Owner, it shall be the obligation of such Owner to promptly rebuild and repair the common wall without cost to the other Owner or Owners;

(iii) In the event any such common wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good a condition as formerly at their joint and equal expense;

(iv) Notwithstanding any other provision of this Section, an Owner who, by his negligent or willful act causes any common wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(v) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title;

(vi) In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a common wall shall first obtain the written consent of the adjoining Owners;

(vii) In the event any common wall encroaches upon a Lot or the Common Area, a valid easement for such encroachment

and for the maintenance of the common wall shall and does exist in favor of the Owners of the Lots which share such common wall.

u. Fuel Tanks. No fuel tanks of any kind shall be erected, placed or maintained on the Property except for propane or similar fuel tanks permitted under the ordinances of the Town of Gilbert, Arizona.

v. Garages and Driveways. The interior of all garages situated on any Lot shall be maintained in a neat, clean and sightly condition. Garages shall be used only for the parking of vehicles and the storage of normal household supplies and materials and shall not be used or converted for living quarters or recreational activities without the prior written approval of the Architectural Committee. All driveways shall be of concrete construction. Garage doors shall be left open only as needed for ingress and egress.

Section 3. Improvements. All improvements on the property shall be additionally restricted as follows:

a. Construction; Permits. No building, improvement, alteration, repair, rebuilding, excavation, grading, landscaping or other work shall be commenced, made or maintained, and no building or other permit shall be applied for or obtained from the Town of Gilbert unless and until the plans and specifications for such work shall have been submitted in writing to and approved in writing by the Town of Gilbert and the Architectural Committee. Such approval shall be subject to the terms of all applicable zoning and building requirements of the Town of Gilbert, the Master Declaration, this Declaration, the Township Rules, and the Architectural Rules. Prior to approving any work, the Architectural Committee may require the posting of a reasonable bond or other security to insure the completion of the project pursuant to the approved plans, and the repair of any damage caused.

b. Character of Development. The property shall be developed and maintained in a southwestern, contemporary architectural character consistent with the overall conceptual plan for the Township developed by the Declarant. Subject to the terms of the Master Declaration, this Declaration, and any applicable ordinance or regulation of the Town of Gilbert, all improvements on the Property, including landscaping, shall be constructed, installed and maintained in accordance with the "Residential Design Criteria and

Features" submitted to the Town of Gilbert Town Council on October 26, 1984, a copy of which is attached to this Declaration as Exhibit "B" and incorporated herein by this reference, as the same may be amended or revised from time to time.

c. Temporary Structures. Trailers or temporary construction offices or storage buildings placed or erected on the Property to be used for construction purposes by the Developer on the property during the course of construction shall be subject to the Architectural Rules, as adopted and amended from time to time. Any such temporary structure shall be promptly removed upon completion of the construction to which it relates.

d. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any Lot, either temporary or permanent.

e. Height. No structure shall be erected, altered, placed or permitted to remain on any part of the Property other than single family Patio Home Dwelling Units not to exceed two (2) stories in height and garages or carports not to exceed one (1) story in height.

f. New and Permanent Construction. All buildings or other improvements on the Property shall be of new and permanent construction; and no building or improvement shall be moved from any location on or off the property onto any portion of the Property.

g. No Construction on Easements. No construction of any kind shall be erected, permitted or maintained on the easements for utilities, as shown in the plat of said subdivision; except fences and structures specifically required for the installation and operations of utilities.

h. Paint Colors. Any painting or repainting of the exterior of any building or of any other improvement shall be of a color, texture and material that is consistent with the overall southwestern theme of the Township development, and has been approved in writing by the Architectural Committee.

i. Prosecution of Construction, Maintenance and Repairs. All construction, maintenance and repair work of any kind shall be prosecuted diligently from commencement until completed and shall be conducted in

such a manner as to minimize the interference with the use and enjoyment of other portions of the Property or of property subject to the Master Declaration. The Architectural Committee reserves the right to impose reasonable requirements that any construction activity on any Lot shall commence and be completed within a specified time period and any approval or authorization by the Architectural Committee may be expressly conditioned on compliance with such time limit.

j. Roof Materials. Unless otherwise approved in writing by the Architectural Committee, any roof on any building or other improvement shall be tile, and shall be of a color and material consistent with the southwestern theme of the Township development.

k. Square Footage. No dwelling unit having a ground floor area of fewer than 800 square feet per unit, including the walls proper of the house, but exclusive of open porches, carports, pergolas, garages, or other similar extensions or projections shall be permitted. The Architectural Committee reserves the right to impose reasonable requirements that any construction activity on any Lot shall commence and be completed within a specified time period and any approval or authorization by the Architectural Committee may be expressly conditioned on compliance with such time limit.

l. Utilities Installed. None of the Lots shall be used for residential purposes prior to installation thereof of water flush toilets; and all bathrooms, toilets and sanitary conveniences shall be placed inside the buildings permitted hereunder. All bathrooms, toilets or sanitary conveniences shall be connected to a private sewer system approved by the Architectural Committee and the Town of Gilbert or public sewers.

m. Utility and Service Lines. The Developer shall install all gas, electric, power, telephone, water, sewer or other utility or service lines as shall be required to adequately service the property. No such lines shall be placed, moved, allowed or maintained without the prior written approval for the Architectural Committee. No structure, landscaping or other improvement shall be placed, erected or maintained upon any area designated on the plat of record for the Property as a public utility easement which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in such easement areas or which may obstruct or retard the flow of water through drainage

channels in such easement areas. Such public utility easement areas, and all improvements thereon, shall be maintained by the Owner of the Lot on which the easement area is located unless such easement area is to be maintained by the utility company or a county, municipality or other public authority.

n. Landscaping. The Owner(s) of the Property shall be responsible for the installation and maintenance of all landscaping on the Property, except upon portions of the Property, if any, owned by the Township Association. No landscaping shall be installed, removed or changed on the Property without the prior written approval of the Architectural Committee of a written landscaping plan, including the design, dimensions, colors, and materials to be used. All landscaping shall be consistent and in conformance with the overall conceptual design for the Township development, and with any other requirements of the Town of Gilbert related to the greenbelt areas and buffer areas within the Property. No artificial turf, artificial ground cover, gravel, rock, concrete, cool deck, sand or other material shall be used as landscaping without the prior written approval and authorization of the Architectural Committee. If approved, any granite, gravel or other synthetic material used in landscaping shall be tan, light brown, or a similar "natural ground" color. Not less than one (1) twenty-four inch (24") boxed tree and two (2) fifteen (15) gallon trees shall be installed in the front yard of each Lot. All landscaping design, color, size and materials shall be subject to any additional Architectural Committee Rules and the Township Rules which may be adopted or amended from time to time. Landscaping of the front yard of any Lot shall be completely installed within 120 days from the close of escrow by the Owner on such Lot.

Section 4. Exemptions. The Architectural Committee shall have the right, in its sole discretion, to grant exemptions from these restrictions upon demonstration satisfactory to the Architectural Committee by the requesting Developer or Owner that such waiver shall not, by the nature of the exemption sought or its duration, interfere with the use or enjoyment of other portions of the Township development, or the aesthetic characteristics of the Township development. Any such exemptions shall be granted only upon specific written request, detailing the exemption requested, the location thereof, the need thereof and the anticipated duration thereof. No exemption granted shall be broader in terms of activity, location or time than is reasonably required. Any exemption, approval or authorization

granted by the Architectural Committee may be made expressly subject to conditions or limitations imposed by the Architectural Committee, which shall be an integral part and a condition of such exemption. The granting of any exemption shall not require the same exemption to be granted or extended at any other time. Any determination by the Architectural Committee shall be final and binding, subject to the provisions in Article X, Section 4 of the Master Declaration. 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 construction, development, identification, or sale of lots or other property within the Project.

Section 5. Enforcement; Waiver. In addition to any other rights or remedies provided by the Master Declaration or this Declaration, the Board and the Architectural Committee shall have the right to enforce any covenant or other provision of the Master Declaration or this Declaration, and to seek any remedy available at law or in equity, including injunctive relief and specific performance. If the Board or the Architectural Committee shall retain an attorney or bring suit in order to enforce any provision of the Master Declaration or this Declaration, it shall be entitled to recover, in addition to any other right or remedy, all attorneys' fees, court costs, and other expenses incurred in connection with its enforcement efforts. Failure to enforce any of the use or other restrictions or limitations contained herein shall not be construed or held to be a waiver thereof, or consent to any further or succeeding breach or violation thereof.