

WHEN RECORDED, RETURN TO:

CARPENTER, HAZLEWOOD, DELGADO & BOLEN, PLC  
1400 EAST SOUTHERN AVENUE, SUITE 400  
TEMPE, ARIZONA 85257

**CONSOLIDATED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**AND RESTRICTIONS**  
**FOR GREATER GRANVILLE**

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This Consolidated and Restated Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the Greater Granville Homeowners Association, an Arizona nonprofit corporation (“**Association**”).

**RECITALS**

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in the Office of the County Recorder of Maricopa County, Arizona, on November 30, 1983 at Instrument Number 19830479172 (the “**Master Declaration**”) establishing a general plan of development for the subdivision known as Granville, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona (“**Greater Granville**”);

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in the Office of the County Recorder of Maricopa County, Arizona, on November 30, 1983 at Instrument Number 19830479173 (the “**Patio Homes Phase I Declaration**”) establishing a general plan of development for the subdivision known as Granville Patio Homes Phase I, Lots 1 to 11 of Granville, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona (“**Patio Homes Phase I**”);

WHEREAS, a Deed of Annexation and Declaration of Covenants, Conditions and Restrictions for Granville Patio Homes Phase II was recorded in the Office of the County Recorder of Maricopa County, Arizona, on March 27, 1984 at Instrument Number 19840125570 (the “**Patio Homes Phase II Declaration**”) establishing a general plan of development for the subdivision known as Granville Patio Homes Phase II, Lots 12 to 23 of Granville, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona (“**Patio Homes Phase II**”), and also subjecting Patio Homes Phase II to the Patio Homes Phase I Declaration;

WHEREAS, a Deed of Annexation and Declaration of Covenants, Conditions and Restrictions for Granville Patio Homes Phase III was recorded in the Office of the County Recorder of Maricopa County, Arizona, on May 2, 1984 at Instrument Number 19840187907 (the “**Patio Homes Phase III Declaration**”) establishing a general plan of development for the subdivision known as Granville Patio Homes Phase III, Lots 24 to 39 of Granville, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona (“**Patio Homes Phase III**”), and also subjecting Patio Homes Phase III to the Patio Homes Phase I Declaration;

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Granville Townhomes was recorded in the Office of the County Recorder of Maricopa County, Arizona, on November 30, 1983 at Instrument Number 19830479174 (the “**Original Townhomes Phase I Declaration**”) establishing a general plan of development for the subdivision known as Granville Townhomes Phase I, Lots 57 to 116 of Granville, according to the plat recorded in Book 257 of

Maps, Page 28, records of Maricopa County, Arizona ("**Townhomes Phase I**"). The Original Townhomes Phase I Declaration was amended two times as follows: on December 6, 1983 by the document known as First Amendment to Declaration of Covenants, Conditions and Restrictions for Granville Townhomes recorded in the Office of the County Recorder of Maricopa County, Arizona, at Instrument Number 19830487599; and again on February 6, 1984 by the document known as Second Amendment to Declaration of Covenants, Conditions and Restrictions for Granville Townhomes recorded in the Office of the County Recorder of Maricopa County, Arizona, at Instrument Number 19840050729 (collectively, the amendments and the Original Townhomes Phase I Declaration are referred to herein as the "**Townhomes Phase I Declaration**");

WHEREAS, a Deed of Annexation and Declaration of Covenants, Conditions and Restrictions for Phase II of Granville Townhomes was recorded in the Office of the County Recorder of Maricopa County, Arizona, on March 27, 1984 at Instrument Number 19840125569 (the "**Townhomes Phase II Declaration**") establishing a general plan of development for the subdivision known as Granville Townhomes Phase II, Lots 117 to 170 of Granville, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona ("**Townhomes Phase II**"), and also subjecting Phase II of Granville Townhomes to the Townhomes Phase I Declaration;

WHEREAS, a Deed of Annexation and Declaration of Covenants, Conditions and Restrictions for Phase III of Granville Townhomes was recorded in the Office of the County Recorder of Maricopa County, Arizona, on October 22, 1984 at Instrument Number 19840457812 (the "**Townhomes Phase III Declaration**") establishing a general plan of development for the subdivision known as Granville Townhomes Phase III, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona ("**Townhomes Phase III**"), and also subjecting Phase III of Granville Townhomes to the Townhomes Phase I Declaration;

WHEREAS, a Deed of Annexation and Declaration of Covenants, Conditions and Restrictions for Phase IV of Granville Townhomes was recorded in the Office of the County Recorder of Maricopa County, Arizona, on January 14, 1985 at Instrument Number 19850016057 (the "**Townhomes Phase IV Declaration**") establishing a general plan of development for the subdivision known as Granville Townhomes Phase IV, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona ("**Townhomes Phase IV**"), and also subjecting Phase IV of Granville Townhomes to the Townhomes Phase I Declaration;

WHEREAS, a Deed of Annexation and Declaration of Covenants, Conditions and Restrictions for Phase V of Granville Townhomes was recorded in the Office of the County Recorder of Maricopa County, Arizona, on March 4, 1985 at Instrument Number 19850091481 (the "**Townhomes Phase V Declaration**") establishing a general plan of development for the subdivision known as Granville Townhomes Phase V, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona ("**Townhomes Phase V**"), and also subjecting Phase V of Granville Townhomes to the Townhomes Phase I Declaration;

WHEREAS, a Deed of Annexation and Declaration of Covenants, Conditions and Restrictions for Phase III of Granville Townhomes was recorded in the Office of the County Recorder of Maricopa County, Arizona, on September 17, 1985 at Instrument Number 19850440808 (the "**Townhomes Phase VI Declaration**") establishing a general plan of development for the subdivision known as Granville Townhomes Phase VI, according to the plat recorded in Book 257 of Maps, Page 28, records of Maricopa County, Arizona ("**Townhomes Phase VI**"), and also subjecting Phase VI of Granville Townhomes to the Townhomes Phase I Declaration;

WHEREAS, Master Declaration, Patio Homes Phase I Declaration, Patio Homes Phase II Declaration, Patio Homes Phase III Declaration, Townhomes Phase I Declaration, Townhomes Phase II Declaration, Townhomes Phase III Declaration, Townhomes Phase IV Declaration, Townhomes Phase V Declaration, and Townhomes Phase VI Declaration are collectively referred to herein as the "**Declaration**;"

WHEREAS, a description of The Project, as defined in previous recordings, is attached hereto as Exhibit "A;"

WHEREAS, the Association and its members desire to incorporate and restate all of the above documents into one consolidated document as provided herein. This Consolidated and Restated Declaration is a consolidation and does not and is not intended to amend the above-described original declarations;

WHEREAS, bracketed text in bold font is editorial comment only and is not intended to amend original text. Other bracketed text not in bold font denotes a deviation from the Master Declaration, either necessary for consistent internal references, or to provide specific language that applies to less than all property;

NOW THEREFORE, the Association hereby incorporates and restates all of the above documents into this consolidated document.

## ARTICLE I Definitions

1.1 As used herein, unless the context otherwise requires, the following terms shall have the following definitions:

1.2 "Association" means The Greater Granville Homeowner's Association, Inc., [**for Townhomes Phases I through VI only**: Granville Townhome Homeowner's Association, Inc.], an Arizona nonprofit corporation, its successors and assigns, formed or to be formed by the Declarant, and unless otherwise provided, shall mean and include its board of directors, officers and other authorized agents.

1.3 "Board" means the board of directors of the Association.

1.4 "Common Areas" means:

[for **Patio Homes Phases I through III only**] that portion of the real property designated as Tracts A and K on the plat of Granville, together with all other real property now or hereafter owned by the Association, its successors and assigns for the common use and enjoyment of its members.

[for **Townhomes Phases I through IV only**] that portion of Tracts D, F, J, L, M and N described on the Plat of Granville, together with all other real property now or hereafter owned by the Association, its successors and assigns for the common use and enjoyment of its members, including but not limited to the parking areas, private drives, driveways, landscaping and all appurtenances thereto which are necessary for the operation thereof, and all other areas of the Property except the Lots.

1.5 "Constituent Documents" shall include this Declaration; the Articles of Incorporation of the Association which are, or shall be, filed in the Office of the Corporation Commission of the State of Arizona, as said Articles shall be amended from time to time; and, the Bylaws of the Association as such Bylaws may be amended from time to time.

1.6 "Declarant" means Pulte Home Corporation, a Delaware corporation, its successors and assigns in the ownership of the Property for the purpose of the original development and sale thereof.

1.7 "Declaration" means this instrument as from time to time amended.

1.8 "Improvement" means the buildings, roads, driveways, parking areas, fences, walls, hedges, plantings, planted trees and shrubs and all other structures or landscaping improvements of every type and kind constructed upon the Property.

1.9 "Eligible Insurer or Guarantor" means an Insurer or Governmental Guarantor of a First Mortgage on a Lot which has informed the Association of such Insurer's or Guarantor's address and requested notification of or the right to participate in (if applicable) any action to be taken by the Association pursuant to Articles XXI and XXVII hereof.

1.10 "Eligible Mortgage" is a Mortgage held by an Eligible Mortgage Holder.

1.11 "Eligible Mortgage Holder" means the holder of a First Mortgage against a Lot who has in writing informed the Association of such Holder's address and requested notification of or the right to participate in (if applicable) any action to be taken by the Association pursuant to Articles VI, XXI and XXVII hereof.

1.12 "Granville Patio Homes" means that portion of the Property which has been subdivided as lots 1 to 56, inclusive, on the a plat recorded in Book 257 of Maps at page 2B of the records of the County Recorder of Maricopa County, Arizona.

1.13 "Granville Townhomes" means that portion of the property which has been subdivided as lots 57 to 284, inclusive, and Tracts B, C, D, E, F, G, H, J, L, M, and N on the plat

recorded in Book 257 of Maps at page 28 of the records of the County Recorder of Maricopa County, Arizona.

1.14 "Improvement" means [for **Patio Homes Phases I through III only**] the buildings, driveways, fences, walls, hedges, plantings, planted trees and shrubs and all other structures or landscaping improvements of every type and kind constructed upon the Property.

1.15 "Lease" means any agreement for the leasing or rental of a Single Family Residence constructed on a Lot.

1.16 "Lot" means each of the 284 numbered parcels of real property designated on the plat for Granville and contained within the boundaries of the Property, together with all improvements constructed or to be constructed thereon and appurtenances thereto. A Lot shall be deemed "improved" when a Single Family Residence has been completely constructed thereon. All other Lots shall be deemed "undeveloped Lots."

1.17 "Master Association Architectural Committee" means  
[for **Patio Homes Phases I through III only**] means a committee appointed by the Board of Directors of The Greater Granville Homeowners Association, Inc., an Arizona corporation, fifty percent (50%) of the members of which shall be Owners of Lots in Granville Patio Homes, which committee shall serve as the governing body for all Owners of Lots in Granville Patio Homes and will be as further described in Article XIV.  
[for **Townhomes Phases I through VI only**] means a committee appointed by the Board of Directors of The Greater Granville Homeowners Association, Inc., an Arizona corporation, fifty percent (50%) of the members of which shall be Owners of Lots in Granville Townhomes, which committee shall serve as the governing body for all Owners of Lots in Granville Townhomes and will be as further described in Article XIV.

1.18 "Majority" or "Majority of Owners" means the Owners holding more than fifty percent (50%) of the votes entitled to be cast with respect to the affairs of the Association.

1.19 "Mortgage" means any recorded, filed or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Arizona law as security for the performance of an obligation, including without limitation a deed of trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. "Mortgagee" means a person secured by a Mortgage, including a trustee and beneficiary under a deed of trust and "Mortgagor" means the party executing a Mortgage. "First Mortgage" means a Mortgage which is the first and most senior of all Mortgages upon the same property.

1.20 "Occupant" means a person or persons, other than an Owner, in rightful possession of a Lot.

1.21 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title, whether or not subject to any Mortgage, to any Lot, including a purchaser under an agreement for sale within the meaning of A.R.S. §33-741, but excluding those having such interest merely as security for the performance of an obligation. In the case of Lots, the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes §33-801 et seq., the trustor shall be deemed to be the Owner thereof.

1.22 "Parking Space" means [**for Townhomes Phases I through VI only**] any parking space upon any portion of the Common Areas as shown on the Plat attached hereto as Exhibit "A", but does not include any driveway, carport or garage constructed upon any Lot.

1.23 "Person" means a natural individual, corporation, partnership, trustee or other entity capable of holding title to real property.

1.24 "Plat" means the plats of Survey of the Project and of all Lots located or to be located thereon, which plats are attached hereto as Exhibit "A."

1.25 "Property" means all of the real property described on Exhibit "A" attached hereto.

1.26 "Record" or "Recording" means the record or the act of recording, in the office of the County Recorder of Maricopa County, Arizona.

1.27 "Single Family" means a group of one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

1.28 "Single Family Residence" means:

[**for Patio Homes Phases I through III only**: a Patio Home constructed upon the Property used as a residence for a Single Family.]

[**for Townhomes Phases I through VI only**: a townhome constructed upon the Property used as a residence for a Single Family.]

1.29 "Single Family Residential Use" means the occupational use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

1.30 "Structural Maintenance Area" means [**for Townhomes Phases I through VI only**] the roofs and all gutters, downspouts and exterior building surfaces (structural walls only, excluding glass surfaces) of all Single Family Residences constructed on the Property.

ARTICLE II  
Association & Voting

2.1 Association. The Association has been, or will be formed to serve as the governing body for all of the Owners for the protection, improvement, alteration, expansion, augmentation, disposal, divestment, redescription, maintenance, repair, replacement, administration and operation of the Common Areas, the assessment of expenses, payment of losses, disposition of hazard insurance proceeds received by the Association, and other matters as provided in the Constituent Documents. 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 Constituent Documents. Each Owner shall be a Member of The Greater Granville Homeowners Association [**for Townhomes Phases I through VI only**: as well as a Member of Granville Townhomes Homeowner's Association] as soon and so long as he shall be an Owner, and each Owner agrees to be bound by all of the covenants, conditions and restrictions contained in the Declaration and to pay any and all assessments levied against such Owner's Lot by the Association in accordance with the provisions of the Declaration. Such membership shall automatically terminate when an Owner ceases for any reason to be an Owner, and the new Owner shall likewise automatically succeed to such membership in the Association. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Lot to which it is appurtenant (and then only to such purchaser) or by intestate succession, testamentary disposition, foreclosure of a Mortgage of record or other legal process transferring fee simple title to such Lot (and then only to the Person to whom such fee simple title is transferred). Any attempt to make a prohibited transfer of a membership will be void and will not be recognized by or reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in his name upon the sale of his Lot to the purchaser of such Lot, the Association shall have the right to record a transfer upon the books of the Association and issue a new membership to the purchaser, and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

2.2 Classes of Membership; Voting Rights of Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners in Phase I of Granville Patio Homes and Granville Townhomes and in Phase(s) II, III and IV of Granville Patio Homes or Granville Townhomes, if either Granville Patio Homes or Granville Townhomes are expanded to include such Phase(s) with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The voting for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any Class A Lot. If any Owner or Owners casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner or Owners were acting with the authority and consent of all other Owners of the same Lot.

Class B. The Class B member shall be Declarant and shall be entitled to three (3) votes for each Lot owned in Phase I of Granville Patio Homes and Granville Townhomes and in Phase(s) II, III and IV of Granville Patio Homes and Granville Townhomes if either Granville



Patio Homes or Granville Townhomes is expanded to include such Phase(s). The total votes which Declarant shall be entitled to cast may be cast in such proportion on any matter as Declarant may determine. Each Class B membership shall cease and be converted to Class A membership, without further act or deed, upon the happening of any of the following events:

(a) Upon the conveyance by Declarant of any particular lot to an Owner, other than in connection with an assignment by Declarant of all or substantially all of its rights under this Declaration (including a pledge or assignment by Declarant to any lender as security), with respect to the particular Lot or Lots so sold or otherwise disposed of; or

(b) With respect to all remaining Class B memberships, upon the first to occur of the following:

(i) Upon the expiration of One Hundred Twenty (120) days following the first date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) Five (5) years after the conveyance of the first Lot to a Lot Owner other than Declarant.

If any lender to whom Declarant has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration succeeds to the interest of Declarant by virtue of said assignment, the Class B memberships shall not be terminated thereby, and such lender shall hold the Class B memberships on the same terms as such were held by Declarant pursuant hereto. Due to the Declarant's right to expand Granville Patio Homes and Granville Townhomes, the relative voting strength of the Declarant and the other Owners may change, and control, even though vested in other Owners, may nevertheless revert to the Declarant.

2.3 Qualifications of Directors. Each director shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner). If a director shall cease to meet such qualifications during his term, he will thereupon cease to be a director, and his place on the Board shall be deemed vacant. The requirements of this Section shall not apply to directors elected as a result of any of the votes cast by the Class B member.

2.4 Board's Determination Binding. Subject to the right of any Owner to institute an action at law or in equity pursuant to the provisions of Article XX hereof, in the event of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation or application of the provisions of the Constituent Documents, the determination thereof by the Board shall be final and binding on each and all of such Owners.

2.5 Additional Provisions in Articles of Incorporation and Bylaws of the Association. The Articles and Bylaws may contain any provision not inconsistent with law or with this Declaration relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents and members.

ARTICLE III  
Use of Common Areas

3.1 Use of Common Areas. There shall be appurtenant to each Lot in Phase I of Granville Patio Homes and Granville Townhomes and each Lot in Phase(s) II, III and IV of Granville Patio Homes and Granville Townhomes if either are expanded to include such Phase(s) a non-exclusive right and easement to use the Common Areas in common with all other persons entitled to use the Common Areas as may be required for the purposes of access, ingress and egress to and from, and the use, occupancy and enjoyment of the Lots and the Common Areas for their intended purposes as provided herein. Such right and easement shall extend to each Occupant and the agents, servants, tenants, family members and invitees of each Owner in Phase I of Granville Patio Homes and Granville Townhomes and each Lot in Phase(s) II, III and IV if Granville Patio Homes or Granville Townhomes are expanded to include such Phase(s). Such right and easement shall be subject to such limitations, restrictions, rules and regulations as may from time to time be promulgated by the Board, and shall be subject to and governed by the provisions of the Constituent Documents. The Board shall have authority to lease, convey easements or grant concessions consistent with the overall character and use of the Property with respect to parts of the Common Areas and to change the character, description and use thereof, subject to the provisions of the Constituent Documents. Any funds received by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe. Notwithstanding any other provision hereof to the contrary, Declarant shall be entitled to exclusive access to and occupancy of all or any portion of any Lot until such time as any construction thereupon has been completed and the particular Lot has been conveyed to an Owner by Declarant, and Declarant shall be entitled to non-exclusive access to and occupancy of all or any portion of the Common Areas until such time as all Lots have been conveyed to Owners other than Declarant including all Lots in Phases II, III and IV if either Granville Patio Homes or Granville Townhomes are expanded to include such Phase(s). Notwithstanding any provision in the Constituent Documents, there shall be no restriction upon any Owner's right of ingress and egress to his or her Lot, which right shall be perpetual and appurtenant to the ownership of such Owner's Lot.

3.2 Liability of Association. Neither the Association nor the Board shall assume any liability of any kind or nature with respect to any vehicles moving within or parked upon any portion of the Common Areas. Any person operating or parking any vehicles within the boundaries of the Common Areas shall do so entirely at such person's own risk and shall indemnify and hold both the Association and the Board harmless from and against any and all claims, demands, actions, causes of action and proceedings arising out of the presence of any such vehicle within the boundaries of the Common Areas.

ARTICLE IV  
Insurance

4.1 Insurance Requirements Generally. With respect to the Common Areas, the Association shall obtain and maintain in full force and effect at all times certain casualty, liability

and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized to do insurance business in the State of Arizona with a rating in Best's Insurance Guide (or any comparable publication) of at least A-AAA (or any comparable rating). All such insurance, to the extent possible, shall name the Association or its authorized representative or trustee as the insured. The Board shall review all such insurance at least annually and shall increase the amounts thereof as it deems necessary or appropriate. To the extent possible, such insurance shall:

- (1) Provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees and agents and against each Owner and each Owner's employees, agents and invitees, and against each Mortgagee of all or any part of the Property or of any Lot, and any other person for whom the Association, any Owner or Mortgagee may be responsible and shall provide for recognition of any authorized representative or trustee of the Association, if applicable;
- (2) Provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee of all or any part of the Property or any Lot and that the insurance policy shall not be brought into contribution with insurance maintained by an Owner or Mortgagee of all or any part of the Property or any Lot;
- (3) Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association and all first mortgagees;
- (4) Contain a standard without contribution mortgage clause endorsement in favor of the Mortgagee, its successors and assigns, of any Lot;
- (5) Contain, if available, an "agreed amount" and "inflation guard endorsement;"
- (6) Contain a "severability of interest endorsement" which shall preclude the insurer from denying the claim of any Lot Owner or the Association due to the negligent acts of the Association or any Owner(s).

Under no circumstances shall any policies of insurance be obtained where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against the Association, any Lot Owner or any Mortgagee; or (ii) under the terms of the insurance carrier's charter, bylaws or policy, loss payments are contingent upon action by the insurance carrier's board of directors, policy holders or members; or (iii) the policy includes any limited clauses (other than insurance conditions) which could prevent any Lot Owner or any Mortgagee from collecting insurance proceeds.

Such public liability and property damage insurance may provide for coverage of any cross liability claims of Owners against the Association or other Owners and of the Association

against Owners without right of subrogation. Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice.

Certificates of insurance coverage or copies of insurance policies shall be issued to and at the expense of each owner and each Mortgagee who makes or on whose behalf written request is made to the Association for any such certificate or copy.

The cost and expense of all insurance obtained by the Association, except insurance covering additions, alterations or improvements made to a Lot or Restricted Common Elements by an Owner or other insurance obtained at the request of and specifically benefitting a particular Owner, shall be a Common Expense.

4.2 Casualty Insurance. The Association shall obtain and maintain a master policy or policies of casualty insurance covering the Common Areas, the Lots and all improvements, excluding any personal property situated upon the Lots but including any personal property situated upon the Common Areas, insuring against loss or damage by fire and such other hazards as are covered under standard extended coverage policies, for not less than one hundred percent (100%) of the replacement cost of the Common Areas, the Lots and all improvements (exclusive of the land, foundations, excavations and other items normally excluded from coverage), as determined on an annual basis by an appraisal made in accordance with the rules and regulations of the Board of Underwriters or like board or body recognized and accepted by the insurance company or companies writing such insurance, and a National Flood Insurance Association Standard Flood Insurance Policy, unless such insurance is not available or the Association determines that the Common Areas are not located within a flood hazard area. Such policy or policies of casualty insurance shall, to the extent available, contain a standard all risk endorsement and shall insure against all other perils which are customarily covered with respect to projects which are similar to Granville Patio Homes and Granville Townhomes in construction, location and use.

4.3 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability and property damage insurance covering liability for bodily injury, including death, and liability for property damage occurring in, upon or about the Common Areas and the Lots. The Association and all Lot Owners shall be insured with respect to such liability arising out of the ownership, maintenance, repair or operation of the Property and the Common Areas by the Association. The limits of liability for such coverage shall not be less than \$1,000,000.00 for each occurrence with respect to bodily injury and property damage. The Association shall also obtain and maintain steam boiler explosion insurance with limits of liability of not less than \$100,000.00 per occurrence in the event there is a steam boiler in operation within the Common Areas.

4.4 Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable law.

4.5 Fidelity Bonds. The Association shall obtain and maintain bonds covering all persons or entities which handle funds of the Association, including without limitation any professional manager employed by the Association and any of such professional manager's employees, in amounts not less than the maximum funds that will at any time be in the

possession of the Association or any professional manager employed by the Association but, in no event less than the total of assessments for Common Expenses a three (3) month period on all Lots and all reserve funds maintained by the Association. With the exception of a fidelity bond obtained by a professional manager covering such professional manager's employees, all fidelity bonds shall name the Association as an obligee. In addition, all such bonds shall provide that the same shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association and all first Mortgagees.

4.6 Receipt and Application of Insurance Proceeds. Except in a case where a Mortgagee or any other person shall have the legal right to receive insurance proceeds directly, all insurance proceeds and recoveries under policies maintained by the Association shall be paid to and received by an independent financial institution or title company selected by the Association authorized to act as escrow agent for the benefit of the Association, the Declarant, all Owners and all Mortgagees of any Unit or Lot or all or any part of the Property as their respective interests may appear. Subject to the rights of any Mortgagee, the Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it. Such funds shall be disbursed by said escrow agent in accordance with the following priorities, subject to such evidence of application as such escrow agent shall require, and shall be applied by the Association as follows: first, to the Association for the purposes provided in Article VI hereof; second, to the Owners or persons whom the Association determines are legally or equitably entitled thereto; and third, the balance, if any, to the Owners in proportion to their respective interest in the Common Elements. Notwithstanding any provision contained herein to the contrary, the rights of and lien priority of any First Mortgagee shall not be affected by any loss, damage or destruction and shall continue in any insurance proceeds payable with respect to the Lot subject to such Mortgage in accordance with the provisions of such Mortgage.

4.7 Insurance by the Declarant. So long as Declarant remains the owner of more than one Lot in either Granville Patio Homes or Granville Townhomes or so long as may be required under the Veterans Administration Rule ("VAR") 4360(A)(5), Declarant shall maintain one or more policies of liability insurance which in all respects comply with the requirements of VAR 4360(A)(5).

4.8 Other Insurance by the Association. The Association shall also have the power and authority to obtain and maintain other and additional insurance coverage, including but not limited to casualty insurance covering personal property of the Association, and fidelity bonds or insurance covering employees and agents of the Association. Notwithstanding any other provisions of this Declaration, the Association shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bonds meeting the insurance and fidelity bond requirements for Planned Lot Development projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a Mortgagee or Owner of a Lot, except to the extent that such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

ARTICLE V  
Mortgages  
[For Townhomes Phases I through VI only]

5.1 Mortgages. Each Owner shall have the right, subject to the provisions hereof, to make separate Mortgages against his Lot. No Owner shall have the right or authority to make or create or cause to be made or created any Mortgage, or other lien or security interest, on or affecting the Property or any part thereof, except to the extent of his Lot.

ARTICLE VI  
Destruction, Condemnation, and Restoration of the Common Areas

6.1 Destruction, Condemnation and Restoration of the Common Areas. In the event of damage or destruction to or the condemnation of any portion of the Common Areas restoration of the Common Areas shall be undertaken by the Association without a vote of the Owners. Such restoration shall be performed substantially in accordance with this Declaration and the original plans and specifications for the Common Areas unless other action is approved by Owners of Lots to which sixty seven percent (67%) of the votes entitled to be cast with respect to the affairs of the Association are appurtenant and by Eligible Mortgage Holders holding Mortgages on Lots to which at least seventy five percent (75%) of the votes entitled to be cast with respect to the affairs of the Association are appurtenant.

ARTICLE VII  
Maintenance, Repairs, and Replacement of the Common Areas

7.1 Maintenance, Repairs, and Replacements of the Common Areas. The Association shall furnish and be responsible for, as a Common Expense, all of the maintenance, repairs and replacements to the Common Areas. If, due to the willful or negligent act of an Owner or a member of his family or guest or other occupant or visitor of such Owner, or other person for whom such Owner may be responsible, damage shall be caused to any of the Common Areas or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense (as hereinafter defined), then such Owner, if liable for such damage under local law, upon receipt of a statement from the Board shall pay for such damage and for such maintenance, repairs or replacements as may be determined by the Board. The amount payable for such maintenance, repairs or replacements, together with interest at the rate of twelve percent (12%) per annum from the date such amount is due, costs and attorneys' fees, shall be secured by a lien against such Owner's Lot as provided in Article XXX hereof.

7.2 [For Townhomes Phases I through VI only] The Association shall repair damage to the Structural Maintenance Areas of which the Association has notice in writing, provided, however, that the costs of repairing damage due to the willful or negligent act of an Owner or member of his family or guests or other occupant or visitor of such Owner or other Owner or other person for whom such Owner may be responsible shall be the obligation of such Owner as provided in Article VII, Section 7.1 hereof. Under no circumstances will the

Association be responsible for any damage to the interior of any Single Family Residence resulting from any water leakage through the roof of such Residence.

## ARTICLE VIII

### Maintenance, Repairs and Replacements, and Right of Access

8.1 Maintenance, Repairs and Replacements, Right of Access. Each Owner shall:

**[For Patio Homes Phases I through III only]** at all times maintain such Owner's Lot, all improvements constructed thereon, all appurtenances thereto and all landscaping planted thereon in good order and repair and in a neat, clean and orderly condition. Any plant material installed by an Owner shall be kept adequately weeded and watered and neatly trimmed by such Owner. No plant material shall be installed by an Owner which will be visible from any adjacent Lot or street without the prior written consent of the Master Association Architectural Committee. The exterior portion of any improvement which is visible from any Lot shall be repainted as is periodically necessary to maintain the appearance of such improvement in harmony with surrounding improvements. In the event any Owner at any time fails to maintain such Owner's Lot, any improvements constructed thereon or appurtenances thereto and any landscaping planted thereon in accordance with the provisions hereof Declarant, so long as Declarant retains any interest in the Property and thereafter, the Architectural Committee, shall have the right to cause such maintenance to be performed, in which event all costs and expenses incurred by Declarant or the Architectural Committee together with interest thereon at the rate of twelve percent (12%) per annum from the date such costs and expenses were incurred shall be secured by a lien against the Lot of such Owner which lien shall be subordinate to the lien of any First Mortgage and which shall be subject to foreclosure in the same manner as provided for a Mortgage under Arizona law.

**[For Townhomes Phases I through VI only]** furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within any Single Family Residence constructed upon a Lot, any air conditioning, electrical, plumbing and heating systems and lines which serve such residence, and the patio, rear yard and entry area behind any fence, entry gate or gateway. The Association shall furnish and be responsible for, as a Common Expense, all of the maintenance, repairs and replacement to the Common Areas, that portion of the front yard of any Lot which extends beyond any courtyard or entry walls, that portion of any rear yard of any Lot which extends beyond any rear yard wall and any Structural Maintenance Area. Any plant material installed by an Owner shall be kept adequately weeded and watered and neatly trimmed by such Owner. No plant material shall be installed by an Owner which will be visible from any adjacent Lot, street or Parking Area without the prior written consent of the Master Association Architectural Committee. An authorized representative of the Board, or of the manager or managing agent employed by the Association, and all contractors and repairmen employed or engaged by the Association or such manager or managing agent, shall be entitled to access at any time to each of the Lots as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving other Lots, Structural Maintenance Areas and/or on the Common Areas.

8.2 **[For Townhomes Phases I through VI only]** The Board or its authorized agents may enter upon any Lot or any Single Family Residence constructed thereon at any time, when any two (2) members of the Board deem it necessary or advisable for the enforcement of any restriction set forth herein, to effect emergency or other necessary repairs or otherwise for the protection and preservation of that Lot or other Lots, provided, however, that except in the event of an emergency, the board shall give the Owner of such Lot reasonable notice prior to such entry. In addition, the Board or its authorized agents may enter upon any Lot or any Single Family Residence constructed thereon at any time when any member of the Board or its authorized agent believes in his discretion that an emergency exists and that such entry is necessary in order to protect any person or property on such Lot or adjoining Lots or for other good cause and such member of the Board or its authorized agent shall not be liable for any damage to such Single Family Residence as the result of the exercise of such right of entry. The party exercising this right of entry shall see that reasonable measures are taken to secure the Residence until either the Occupant or Owner shall be notified that the Residence has been entered.

## ARTICLE IX Party Walls and Other Structures

9.1 Party Walls and Other Structures. Any wall, fence, column or other structure constructed upon the boundary line between two Lots shall be a party structure. The rights and duties of Owners with respect to any part structure shall be as follows:

- (1) The owners of contiguous Lots upon which a party structure has been constructed shall have the right to use such wall or fence equally provided, that such use by one Owner does not interfere with the use and enjoyment of such by the other Owner.
- (2) In the event that any party structure is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair such party structure without cost to the other adjoining Lot Owner or Owners.
- (3) In the event any such party structure constructed upon the boundary line between two Lots upon which two Single Family Residences have been constructed is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time) other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of both Owners whose Lots adjoin such structure to rebuild and repair such structure at their joint and equal expense.
- (4) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party structure without the prior consent of all owners of any interest therein.
- (5) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party structure, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the master Association Architectural Committee, the decision of which shall be binding.



- (6) Each Owner shall permit other Owners and the Association or their representatives, when so required, to enter his Lot for the purpose of repairing or maintaining a party structure, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services and there is hereby created an easement for such purposes over each Lot provided, that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

## ARTICLE X

### Alterations, Additions, or Improvements

10.1 Alterations, Additions, or Improvements. No alterations of any Common Areas or any additions or improvements thereto or any alterations to any exterior portion of any Single Family Residence shall be made by any Owner, except Declarant without the prior written approval of the Master Association Architectural Committee. Any Owner may make non-structural alterations, additions or improvements within the interior of any Single Family Residence without the prior written approval of the Board, but such Owner shall be responsible for any damage to any portion of the Property which may result from such alteration, addition or improvement.

10.2 Decorating. Each Owner, at his own expense, shall furnish and be responsible for all of the interior decorating within the Single Family Residence constructed upon his Lot, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other furniture and interior decorating.

## ARTICLE XI

### Encroachment

11.1 Encroachment. If any portion of the Common Areas shall actually encroach upon any Lot, or if any structure constructed upon any Lot shall actually encroach upon any portion of the Common Areas or upon any other Lot, whether such encroachment results from the initial construction or from subsequent repair, reconstruction, settlement or shifting, there shall be deemed to be mutual easements in favor of the Association as owner of the Common Areas and the respective Lot Owners involved to the extent of such encroachment so long as the same shall exist provided, however, that such easement shall not result from any alteration, addition or improvement made by an Owner, except Declarant, without the prior written approval of the Board. The Association shall at all times have the right to maintain any Common Areas now existing or hereafter constructed, regardless of any encroachment now or hereafter existing of any such Common Areas on any Lot.

## ARTICLE XII

### Purchase of Lot by Association

12.1 Purchase of Lot by Association. Upon the consent or approval of a majority of

Owners present and voting at a general or special meeting of the members of the Association or in such other manner as may be deemed by the Board to be necessary or expedient, the Board shall have the power and authority to bid for and purchase any Lot at a sale pursuant to a mortgage foreclosure, trustee's sale under a trust deed, or a foreclosure of any lien for assessments provided for in this Declaration, or at a sale pursuant to an order or direction of a court, or other involuntary sale, and the Board shall have the power and authority to finance such purchase of a Lot by Mortgage, special assessment or any other financing arrangement that the Board may deem necessary or expedient.

### ARTICLE XIII

#### Use and Occupancy Restrictions

13.1 Use Restrictions. The Common Areas shall be used only for access, ingress and egress to and from the respective Lots by the Owners thereof, their agents, servants, tenants, family members, licensees and invitees and for such other purposes as are incidental to the residential use of the Lots. The use, maintenance and operation of the Common Areas shall not be obstructed, damaged or unreasonably interfered with by any Owner.

13.2 Use and Occupancy Restrictions. No Lot [**for Townhomes Phases I through VI only:** No part of the Property] shall be used other than as a Single Family Residence and the related common purposes for which such Lot [**for Townhomes Phases I through VI only:** the Property] was designed, except that Declarant shall have the right to maintain sales and any other offices, models, and signs on the Property, together with rights of ingress and egress therefrom, and to do such other acts and maintain such other facilities as are incidental to the development and sale of the Lots in Phase I of Granville Patio Homes or in Phase(s) II, III and IV of Granville Patio Homes if Granville Patio Homes [**for Townhomes Phases I through VI only:** the Lots now or hereafter existing in Phase I of Granville Townhomes or in Phase(s) II, III, and IV if Granville Townhomes] is expanded to include such Phase(s) pursuant to Article XXXI hereof. Without limiting the foregoing, no Owner shall permit his Single Family Residence to be used for transient or hotel purposes or shall enter into any Lease for less than the entire Lot. Any Lease for any Single Family Residence shall be in writing, shall be for a period of not less than thirty (30) days, shall in all respects be subject to and in compliance with the provisions of this Declaration and shall expressly provide that a violation of any such provisions shall be a default under such Lease. Each Lot shall be used as a Single Family Residence or for such other purposes as are permitted by this Declaration and for no other purpose. The foregoing restrictions shall not, however, be construed in any manner as to prohibit an owner from maintaining his personal and/or a reasonable professional library therein and keeping his personal business records therein.

13.3 No Owner shall keep or maintain any thing or shall permit any condition to exist upon his Lot or cause any other condition on the Property which materially impairs any easement or right of any other Owner or otherwise materially impairs or interferes with the use and enjoyment by other Owners of their Lots and the Common Areas. No Owner shall have more than two commonly accepted household pets at any one time without the prior written consent of the Board. No pets shall be allowed upon the Common Areas without leashes and the Owner of

such pet(s) shall immediately remove from such Owner's Lot and the Common Areas any defecation left by any such pet. No pets which create a nuisance for other Owners and Occupants shall be permitted to remain upon any Lot or any other portion of the Property.

13.4 If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Property, or that the parking or storage of any vehicle or trailer on the Property is unsightly or detracts from the overall character of the Property, such determination shall be conclusive and final that the operation or storage of such vehicle is a nuisance, and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Property.

13.5 No "For Sale" or "For Rent" signs of any nature whatsoever shall be permitted on any Lot or the Common Areas other than a temporary sign placed in a window of a Townhome or the front yard of a Patio Home not exceeding an area of four (4) square feet. No other signs or graphics shall be permitted on any Lot or on any of the Common Areas without the prior written consent of the Board. The provisions of this Section relating to signs shall not apply to the Declarant until the last Lot owned by Declarant in Phase I of Granville Patio Homes and Granville Townhomes has been sold or, if Phase(s) II, III and IV are subsequently annexed to Phase I in accordance with Article XXXI hereof, until the last Lot owned by Declarant in Phase (s) II, III and/or IV has been sold by Declarant.

13.6 Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lot or the the Common Areas, or any part thereof without the prior written consent of the Board.

13.7 No window air conditioners or portable units of any kind shall be installed in any Single Family Residence or any other structure constructed upon any Lot.

13.8 No exterior window treatments which are visible from any adjoining Lot shall be permitted without the prior written consent of the Master Association Architectural Committee. Enclosures, shades, screens or other items affecting the exterior appearance of any patio or rear yard area shall not be permitted without the prior written consent of the Master Association Architectural Committee and shall be subject at all times to the provisions of Article XIV hereof.

13.9 No structure of a temporary character other than temporary construction facilities utilized in connection with the initial construction or the subsequent repair or restoration of any improvement shall be permitted on the Property, and no tent, shack, barn or trailer shall be permitted on the Property [**for Townhomes Phases I through VI only:** or Common Areas] either temporarily or permanently [**for Townhomes Phases I through VI only:** unless it is located thereon by or with the prior written consent of the Board.]

13.10 No barbecue or other incendiary and/or smoke producing cooking devices shall be used or operated except upon the patio or rear yard area of any Lot and in no case shall such devices be operated in such a manner as to create a nuisance for other Occupants of any adjoining Lots.

13.11 No radio, television or other antennas of any kind or nature shall be placed or

maintained upon any Lot or any Single Family Residence constructed thereon which is visible from any other Lot [**for Townhomes Phases I through VI only**: or the Common Areas or which may impair or affect any Structural Maintenance Area.]

13.12 No clotheslines shall be installed on any Lot and no Owner shall permit any personal property to be stored on any Lot which is visible from any other Lot [**for Townhomes Phases I through VI only**: or the Common Areas].

13.13 Without limiting the foregoing, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and shall repair and correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots [**for Townhomes Phases I through VI only**: or of the Common Areas]. No Owner shall place or permit any personal property, garbage, debris or refuse to be placed or to accumulate in the visible areas in or adjacent to any Lot. All garbage, debris and refuse shall be kept in suitable containers which must be stored within an area which is not visible from any other Lot [**for Townhomes Phases I through VI only**: or the Common Areas].

13.14 [**For Townhomes Phases I through VI only**] Pursuant to the right of entry provided for in Article VIII, Section 8.2 hereof, the Board or its authorized agents may enter upon any Lot on which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. Such expense shall be secured by a lien against such Lot as provided in Article XXX hereof.

#### ARTICLE XIV Architectural Control

14.1 Architectural Control. No building, fence, wall, antenna, tower, awning, sign or other structure of any kind or character shall be constructed, erected, placed or maintained upon the Property, no exterior addition, change or alteration shall be made thereto or therein, including without limitation to any exterior wall or entryway, whether or not part of any Lot, which is visible from any other Lot or the Common Areas, and no additions to, changes in, or alterations of visible landscaping, grade or drainage shall be made, until plans and specifications showing the nature, kind, color, shape, height, materials, location and other physical attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Master Association Architectural Committee. In the event the Committee fails to approve or disapprove such proposal at its next regular meeting occurring more than thirty (30) days after proper plans and specifications have been received by it, such approval will not be required, and this Section will be deemed to have been fully complied with. The restrictions contained in this Section shall not apply to the Declarant in any way.

14.2 The members of the Architectural Committee shall be appointed by the Board. Each member of the committee shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner). At all times the committee shall consist of an equal number of Owners of Lots in Granville Patio Homes and Granville Townhomes. All matters referred to the Architectural

Committee shall be determined by a majority vote of the members of the committee. In the event a majority vote of the members of the committee cannot be obtained because of a deadlock among the members of the committee, the matter shall be referred to the Board for decision. The restrictions contained in this Section shall not apply to the Declarant in any way.

## ARTICLE XV

### Parking

#### [For Townhomes Phases I through VI only]

15.1 Parking Spaces. There shall be two types of Parking Spaces situated upon the Common Areas, called "Restricted Parking Spaces" and "Guest Parking Spaces."

15.2 Restricted Parking Spaces. Restricted Parking Spaces shall constitute part of the Common Areas and shall consist of those parking spaces assigned by the Association to a particular Single Family Residence. The Association shall assign upon the sale and conveyance of each Single Family Residence to an Owner other than Declarant, at least one (1) Restricted Parking Space to such Single Family Residence. The right to use a Restricted Parking Space shall constitute an irrevocable license granted by the Association for the use of such Parking Space. No right to use a Restricted Parking Space shall be sold, leased, mortgaged, assigned or otherwise transferred separate from the particular Single Family Residence to which it has been assigned provided, however, that two or more Owners may, with the prior written consent of the Board, agree to exchange the right to use particular Restricted Parking Spaces assigned to their Single Family Residences provided, further, that any such exchange agreement shall result in all Single Family Residences affected having been assigned at least one of the Restricted Parking Spaces. A complete list of the names and addresses of the person entitled to use the Restricted Parking Spaces shall be maintained by the Association at all times, and the Association may, but shall not be obligated to, exclude from any Restricted Parking Space any person who is not so listed.

15.3 Guest Parking Spaces. Guest Parking Spaces shall be part of the Common Areas and the Board shall have full authority to establish, operate, and manage the Guest Parking Spaces for and on behalf of all owners, and the use thereof shall be subject to such rules and regulations as may be imposed by the Board.

## ARTICLE XVI

### Easements

#### [For Townhomes Phases I through VI only]

16.1 Landscape Easement. There is hereby created a non-exclusive and perpetual easement appurtenant to the common areas of Granville Townhomes over and across that portion of the side yard of Lots 57, 62, 63, 68, 69, 74, 75, 80, 81, 86, 87, 92, 93, 98, 99, 104, 105, 110, 111, 116, 117, 122, 123, 128, 129, 134, 135, 140, 141, 146, 147, 152, 153, 158, 159, 164, 165, 170, 171, 176, 177, 182, 183, 188, 189, 194, 195, 200, 201, 206, 207, 212, 213, 218, 219, 224, 225, 230, 231, 236, 237, 242, 243, 248, 249, 254, 255, 260, 261, 266, 267, 272, 273, 278, 279, and 284, the width of which easement shall be defined by the distance between the prolongation

of the exterior wall adjacent to the side yard of any Single Family Residence constructed upon any such lot and the boundary line between such lot and the Common Area adjacent to such lot and the length of which shall be defined by the boundary lines of such lot which are approximately perpendicular to such prolongation of the exterior wall more fully shown on the typical drawing attached here to Exhibit "B" and incorporated herein by reference (the "easement area"). The easements created hereby shall be for the purpose of installation and maintenance of landscape material(s), which material(s) shall be initially installed by Declarant and thereafter maintained by the Association as a Common Expense, in the same manner as the Common Areas of Granville. If, due to the willful or negligent act of an Owner or a member of his family or guest or other occupant or visitor of such Owner, or other person from whom such Owner may be responsible, damage may be caused to any landscaping in any of the easement areas, then such Owner, if liable for such damage under local law, upon receipt of a statement from the Board shall pay for such damage. The amount payable for such damage, together with interest at the rate of twelve percent (12%) per annum from the date such amount is due, costs and attorneys' fees, shall be secured by a lien against such Owner's Lot as provided in Article XXX herein.

16.2 Patio Easement. There is hereby created a non-exclusive and perpetual easement appurtenant to the lots in the property over and across a portion of the common areas enclosed by a patio fence extending beyond the boundaries of a particular lot to a maximum depth of two (2) feet. The easements created hereby shall be for the purpose of installation and maintenance of the patio appurtenant to the single family residence situated upon such lot as initially installed by the Declarant so long as such patio area and fence shall remain, provided, however, that no easement shall result from any alteration, addition or improvement made by an Owner, except Declarant. Subject to the provisions of the Declaration, maintenance of the patio within such easement area shall be the obligation and at the expense of, the Lot Owner, except to the extent that such portion of the patio may be defined as a Structural Maintenance Area maintained at common expense.

16.3 All of the provisions of this amendment shall be deemed to be covenants running with the land and equitable servitudes and shall be binding upon and shall inure to the benefit of any grantee, purchaser or any other person having at any time any interest or estate in the property which is subject to the Declaration.

## ARTICLE XVII Exemption of Declarant from Restrictions

17.1 Exemption of Declarant from Restrictions. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents, and subcontractors, or parties designated by it in connection with the construction, completion, sale, or leasing of the Lots.

ARTICLE XVIII  
Public Dedication

18.1 Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of the City of Phoenix or any other governmental authority having jurisdiction over the Property and the Common Areas to maintain, repair or replace any portion of the Property, the Common Areas or the appurtenances thereto.

ARTICLE XIX  
Copy of Declaration to New Members

19.1 Copy of Declaration to New Members. The Board shall give each new Owner of a Lot a copy of this Declaration and any and all amendments hereto within sixty (60) days written notice of the conveyance of a Lot to such new Owner. However, the failure of the Board to provide such copy shall not relieve the new Owner from complying with this Declaration nor waive any of the rights, conditions or restrictions stated herein or create any liability on the part of the Association, the Board or their agents.

ARTICLE XX  
Remedies

20.1 Remedies. In the event that any Owner or the Association shall fail to comply with the provisions of the Declaration or the rules and regulations of the Association, the Association or any Owner shall have each and all of the rights and remedies provided for in the Declaration or said rules and regulations, or which may be available at law or in equity and may prosecute any action or other proceedings against such Owner or the Association for enforcement of such provisions or foreclosure of its lien and the appointment of a receiver for the Lot, or damages, or injunctive relief, or specific performance, or judgment for payment of money and collection thereof or to sell the same as hereinafter provided, or any combination of such remedies or any other and further relief which may be available at law or in equity, all without notice and without regard to the value of such Lot or the solvency of such Owner. The proceeds of any rental or sale shall first be applied to discharge court costs, other litigation costs, including without limitation reasonable attorneys' fees, and all other expenses of the proceeding and sale. The remainder of such proceeds shall be applied first to the payment of any unpaid assessments or other charges and the satisfaction of any other damages, and any balance shall be held by the Association for the payment of any future assessments or other charges. Upon the confirmation of the sale, the purchaser of such Lot shall be entitled to a deed to the Lot and to immediate possession of the Lot and may apply to the court for a writ of possession for the purpose of acquiring such possession. The purchaser at any such sale shall take the Lot sold subject to this Declaration. All expenses of the Association in connection with any such action or proceeding,, including court costs and reasonable attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve percent (12%) per annum from the date incurred/ costs and reasonable attorneys' fees, until paid, shall be secured

by a lien against the Lot of such defaulting Owner as provided in Article XXX hereof.

20.2 In addition to the remedies granted to the Association pursuant to the provisions above, in the event that any Owner or the Association shall fail to comply with the provisions of the Declaration or the rules and regulations of the Association, any Owner shall have each and all of the rights and remedies provided for in the Declaration or said rules and regulations or which may be available at law or in equity and may prosecute any action or other proceeding against such Owner or the Association for the enforcement of such provisions, injunctive relief or specific performance.

20.3 Notwithstanding any provision of this Declaration to the contrary, any breach of any of the covenants, conditions, restrictions, reservations and servitudes provided for in this Declaration, or any right of reentry by reason thereof, shall not defeat or adversely affect the lien and/or rights of any Mortgagee except as herein expressly provided, each and all of such covenants, conditions, restrictions, reservations and servitudes shall be binding upon and effective against any lessee under any Lease or against any Owner of any Lot whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

#### ARTICLE XXI Amendment

21.1 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless sooner revoked in the manner provided herein. The provisions of this Declaration may be changed, modified or amended by an instrument in writing setting forth such change, modification or amendment, signed by Owners holding not less than ninety percent (90%) of the votes relative to the affairs of the association [**for Patio Homes Phases I through III only:** or of the Lots in Granville Patio Homes] during the first twenty (20) years from the date of recordation of this Declaration and thereafter signed by Owners holding not less than sixty seven percent (67%) of the votes relative to the affairs of the Association [**for Plats 2 through 4:** or of the Lots in Granville Patio Homes]; provided, however, that so long as any Class B membership remains outstanding [**for Patio Homes Phases I through III only:** so long as Declarant remains the Owner of more than twenty five percent (25%) of the Lots in Granville Patio Homes], the Veterans Administration, shall have consented in writing to any such change, modification or amendment and provided further, that sixty seven percent (67%) of all Eligible Mortgage Holders shall have consented to any change, modification or amendment which establishes, provides for, governs or regulates any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Areas;
- (4) Responsibility for maintenance and repair of the Common Areas [**for Townhomes Phases I through VI only:** and the Structural Maintenance Area];
- (5) Rights to use of the Common Areas;
- (6) Boundaries of any Lot;



- (7) Convertibility of Lots into Common Areas or of Common Areas into Lots;
- (8) **[For Townhomes Phases I through VI only]** Subject to the provisions of Article XXXI, expansion or contraction of Phase I of Granville Townhomes or the addition, annexation or withdrawal of property to or from Phase I of Granville Townhomes;
- (9) Insurance or fidelity bonds;
- (10) **[For Townhomes Phases I through VI only]** Leasing of Lots;
- (11) Imposition of any restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Lot;
- (12) Any decision by the Association to establish self management if professional management has been previously required by an Eligible Mortgage Holder;
- (13) Restoration or repair of the Common Areas after damage, destruction or condemnation in a manner other than as provided in Section 6.1 hereof;
- (14) Any action to terminate the legal status of the Common Areas after substantial destruction or condemnation occurs;
- (15) Any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of First Mortgages on any Lot.

21.2 Any Eligible Mortgage Holder who receives a written request to approve any such change, modification or amendment and who does not notify the requesting party in the manner provided in Section 17.1 hereof within thirty (30) days after receipt of such request shall be deemed to have approved such change, modification or amendment.

21.3 Notwithstanding anything contained herein to the contrary, if the Act, this Declaration, the Articles or the Bylaws require the consent or agreement of the Owners holding a specified percentage of the votes relative to the affairs of the association and/or any other persons having any interest in the Property for any such amendment or for any action specified in the Act or this Declaration, then any instrument so amending this Declaration or any provision hereof or providing for such action shall be signed by the Owners holding not less than such specified percentage. Any such change, modification or amendment accomplished under any of the provisions of this Article shall be effective upon recording of the instrument providing therefore signed and acknowledged as provided herein.

## ARTICLE XXII Notices

22.1 Notices. Notices provided for in the Constituent Documents shall be in writing and shall be mailed postage prepaid if to the Association or the Board addressed to the address to which payments of assessments are then sent and if to an Owner addressed to the street address of such Owner's Lot. The Association or the Board may designate a different address or addresses to which notices shall be sent from time to time by giving written notice of such change of address to all Owners. Any Owner may also designate a different address to which notices shall be sent by giving written notice of his change of address to the Association. Notices shall be deemed delivered five (5) days after being deposited properly addressed in the United States mail, postage prepaid, or when delivered in person. Upon written request to the Board, which written request specifies an address to which notices may be sent, any Mortgagee shall be given a copy of all notices permitted or required by this Declaration to be given to the

Owner or Owners of the Lot subject to the Mortgage held by such Mortgagee.

ARTICLE XXIII  
Severability

23.1 Severability. If any provision of the Constituent Documents or the rules and regulations of the Association, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of the Constituent Documents or the rules and regulations of the Association, and the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of the Declaration or the rules and regulations shall remain in full force and effect as if such invalid part were never included therein, and such invalid part shall be promptly amended as herein provided or reformed by such court so as to implement the intent thereof to the maximum extent permitted by law.

ARTICLE XXIV  
Perpetuities and Restraints on Alienation

24.1 Perpetuities and Restraints on Alienation. If any of the easements, privileges, covenants, interests or rights created by this Declaration would otherwise be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Ronald W. Reagan, or the Governor of Arizona, Bruce E. Babbitt.

ARTICLE XXV  
Title

25.1 Rights and Obligations. Each grantee of Declarant, by the acceptance of a deed of conveyance, each purchaser under any agreement of sale within the meaning of A.R.S. §33-741, by execution of such agreement for sale and each Mortgagee by the acceptance of any instrument conveying any interest in the Property as security for the performance of an obligation, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictional rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and equitable servitudes and shall be binding upon and shall inure to the benefit of any grantee, purchaser or any person having at any time any interest or estate in the Property in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument of transfer, and each such grantee shall be entitled to bring, and shall be subject to, an action for the recovery of damages, or for injunctive relief, or both, resulting from any breach of any such provisions.

ARTICLE XXVI  
Waiver

26.1 Waiver. Any right or remedy provided for in this Declaration shall not be deemed to have been waived by any act or omission, including without limitation any acceptance of payment or partial performance or any forbearance, except by an instrument in writing specifying such right or remedy and executed by the person against whom enforcement of such waiver is sought.

ARTICLE XXVII  
Protection of Eligible Mortgage Holders

27.1 Protection of Eligible Mortgage Holders. All Eligible Mortgage Holders and Eligible Insurers and Guarantors shall be entitled to written notification by the Association upon the commencement of any eminent domain or condemnation proceedings against all or any part of the Common Areas or of substantial damage to or destruction of any part of the Common Areas. Upon written request, all Eligible Mortgage Holders and Eligible Insurers and Guarantors shall have the right:

- (i) to examine all books and records of the Association during normal business hours;
- (ii) to receive an audited financial statement of the Association as soon as available and, in any event, within ninety (90) days following the end of any fiscal year of the Association;
- (iii) to receive written notice of all meetings of the Owners and to designate a representative to attend all such meetings;
- (iv) to receive written notice of any default by any Mortgagor in the performance of any obligation by such Mortgagor under this Declaration or the Articles and Bylaws of the Association which default is not cured by such Mortgagor within sixty (60) days of the occurrence of such default; and
- (v) to receive written notice of any proposed action which would require the consent of Eligible Mortgage Holders holding Mortgages upon a specified number or percentage as set forth in this Declaration.

27.2 With respect to audited financial statements furnished pursuant to this Article, such statements shall be prepared at the cost of the Eligible Mortgage Holder, Insurer or Guarantor requesting the same until Phase II, III and/or Phase IV of Granville is annexed, at which time such statements shall be prepared at the cost of the Association.

ARTICLE XXVIII  
Management Agreement

28.1 Professional Management Agreement. Any agreement for professional management of the Common Areas or any contract providing for services to be performed by the Declarant for the Association shall provide for termination by the Association with or without cause and without payment of a termination fee or penalty on thirty (30) days written notice, and

no such contract or agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods.

#### ARTICLE XXIX

##### Common Areas Owned by the Association

29.1 Common Areas Owned by the Association. Simultaneously with the recording of this Declaration, Declarant shall convey to the Association all of the Common Areas. All Owners shall have the non-exclusive right to use any or all of the Common Areas owned by the Association in accordance with the rules and regulations promulgated by the Association. The Association shall own, operate, manage, maintain, repair, rebuild and restore all of the Common Areas for the benefit of the Association and the benefit of the Lot Owners. The Association shall have the authority to dedicate, convey easements and grant concessions relative to portions of the Common Areas consistent with the overall character and use of the Property. Subject to the provisions of Article XXVII hereof and further subject to the approval of Owners holding not less than fifty one percent (51%) of the votes relative to the affairs of the Association, the Association shall be entitled to encumber the Common Areas or any portion thereof for the purpose of securing repayment of a loan or loans to finance the repair, rebuilding and restoration of the Common Areas and the improvements located thereon.

#### ARTICLE XXX

##### Common Area Maintenance Expenses

30.1 Common Area Maintenance Expenses. Each Lot shall be subject to an assessment for, and each Owner further agrees to pay a proportionate share of the expenses of the administration and operation of the Common Areas [**for Townhomes Phases I through VI only:** administration and operation of Phase I of Granville Townhomes and Phase(s) II, II and IV, if Phase I of Granville Townhomes is expanded to include such Phase(s)], including by way of illustration, but not of limitation, real property taxes and assessments levied against the Common Areas, premiums for insurance for the Lots and the Common Areas, the cost of maintenance and repair of the Common Areas, [**for Townhomes Phases I through VI only:** those portions of the Lots maintained by the Association and the appurtenances thereto, maintenance and repair of Structural Maintenance Areas], reasonable reserves for contingencies, replacements or other proper purposes, all as determined by the Board (herein referred to as "Common Expenses"). The Association shall maintain a reasonable reserve for taxes and assessments levied against the Common Areas, repair and replacement of the Common Areas [**for Townhomes Phases I through VI only:** and the Structural Maintenance Areas] and the appurtenances thereto. Upon the close of escrow in connection with the sale of a Lot by Declarant to an Owner such Owner shall pay to the Association an amount equal to two (2) months assessments relative to such Lot to establish a working capital fund for the Association. Such working capital fund shall be used by the Association as the Association, in its discretion, may determine and under no circumstances shall any Owner be entitled to reimbursement of any amounts paid to the Association to establish such fund. The proportionate share of the Common Expenses payable by each Owner with respect to each Lot shall be determined by a fraction, the

numerator of which shall be 1 and the denominator of which shall be equal to the total number of Lots in Granville Patio Homes and Granville Townhomes [**for Townhomes Phases I through VI only**; the total number of Lots in Granville Townhomes]. Notwithstanding anything contained in this Section 26.1 to the contrary, the Declarant shall be assessed as his share of the Common Expenses for each Lot owned by Declarant an amount equal to twenty five percent (25%) of the proportionate share of the Common Expenses otherwise assessable against such Lots provided, however, that so long as any Class B membership remains outstanding, Declarant shall reimburse the Association for any deficit resulting from operating expenses of the Common Areas. Under no circumstances shall Declarant have any responsibility for any deficits incurred as a result of capital improvements, reconstruction or additions to the Common Areas or for any expenses incurred at any time there is no Class B membership outstanding.

30.2. Payment of Common Expenses. Payment of the Common Expenses, including any prepayment thereof required by any contract for the sale of a Lot, shall be in such amounts, at such times and in such manner as may be provided in the Articles and Bylaws or as determined by the Board. Notwithstanding anything contained herein or in the Articles or Bylaws to the contrary, assessments for the Common Expenses attributable to Lots of which Declarant is the Owner, shall commence upon the first day of the first month immediately following the expiration of thirty (30) days from the conveyance of the first Lot to an Owner other than Declarant. With respect to all other Lots, assessments for the Common Expenses shall commence upon the first day of the first month immediately following the conveyance of such Lot to an Owner other than Declarant. If any Owner shall fail or refuse to make any such payment of Common Expenses when due, the Association, in its sole and absolute discretion, may suspend the voting rights and right to the use of recreational facilities by an Owner for any period, not to exceed sixty (60) days during which any assessment against his Lot remains unpaid. If any Owner shall fail or refuse to make any such payment of Common Expenses when due, the amount thereof, together with interest thereon at the rate of twelve percent (12%) per annum from the due date of such payment, a reasonable late charge not exceeding twenty five percent (25%) of the amount of such payment as determined by the Board, costs and reasonable attorneys fees, shall constitute a lien on such Owner's Lot and on any rents or proceeds therefrom and shall also be the personal obligation of the Owner of the Lot at the time the assessment became due provided, however, that such personal obligation shall not pass to such Owner's successors in title unless assumed by them. Such lien may, but shall not be required to be, evidenced by a notice executed by a member of the Board or any authorized agent of the Board setting forth the amount of the assessment and the legal description of the lot subject to the lien. Such lien shall be subordinate to the lien of a recorded First Mortgage against the applicable Lot, acquired in good faith and for value, except for the amount of the unpaid Common Expenses and other charges which accrue from and after the date on which the First Mortgagee acquires title to or comes into possession of the applicable Lot, and any lien for unpaid assessments and other charges prior to such date shall upon such date automatically terminate and be extinguished and such First Mortgagee shall not be liable for such unpaid assessments and other charges, provided, however, that the extinguishment of such lien shall not in any way affect the personal obligation of the Owner of the Lot at the time the payment giving rise to such lien became due. Any such assessments that are extinguished pursuant to the foregoing provision shall be reallocated and assessed against all Lots as a Common Expense. Any person acquiring an interest in any Lot shall, upon giving written notice to the Board, be entitled to a statement from the Association setting forth the amount of unpaid assessments and

other charges, if any, and no lien shall attach to such Lot in excess of, the amount set forth in such statement, except for assessments and other charges which accrue or become due after the date thereof. The lien provided for in this Section may be foreclosed by the Association in any manner provided or permitted for the foreclosure of real property mortgages or deeds of trust in the State of Arizona.

30.3 Maximum Assessment for Common Expenses. Until commencement of the first fiscal year of the Association immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum monthly payment for such Common Expenses payable by each Owner other than Declarant shall be twenty-five Dollars (\$25.00) [**for Townhomes Phases I through VI only: Seventy-Four Dollars (\$74.00)**] for each Lot. At the commencement of the first fiscal year immediately following the conveyance of the first Lot to an Owner other than Declarant and at the commencement of each and every fiscal year thereafter, the Board shall ascertain an index number for the U.S. Cities – All Items Average (1967 = 100) set forth in the Consumer Price Index for All Urban Consumers of the Bureau of Labor Statistics, United States Department of Labor, for the most recent month for which such Index has been published (represented by the letter “C” in the formula hereinafter set forth) and the maximum monthly payment for such Common Expenses assessed for such fiscal year (represented by the letter “R” in the formula hereinafter set forth) shall be increased to an amount equal to the then current index number (“C”) divided by the U.S. Cities – All Items Average (1967 = 100) set forth in said Consumer Price Index for All Urban Consumers for July, 1983 (represented by the letter “M” in the formula hereinafter set forth) and multiplied by the maximum monthly payment for the immediately preceding fiscal year:

$$(R = \frac{C}{M} \times \text{maximum annual assessment for the immediately preceding fiscal year}).$$

If the Consumer Price Index for All Urban Consumers shall no longer be published, then another index published by the Bureau of Labor Statistics or any other federal agency shall be substituted by the Board. Notwithstanding anything contained herein to the contrary, from and after the commencement of the first fiscal year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum monthly assessment may be increased above that established by said Consumer Price Index formula provided that such increase shall have the assent of sixty seven percent (67%) of each Class of Members who are voting in person or by proxy at a meeting called for such purpose. The provisions of this Article shall be deemed to be covenants running with the land and shall be binding upon each Owner and shall inure to the benefit of any person having any interest in the Property.

30.4 Special Assessments. In addition to the annual assessments for Common Expenses, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Areas [**for Townhomes Phases I through VI only: or any Structural Maintenance Area**], including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Owners holding sixty seven percent (67%) of the votes relative to the affairs of the Association.

30.5 Notice and Quorum for Any Action Authorized Under Sections 30.3 and 30.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 30.3 and 30.4 shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, Owners holding fifty percent (50%) of the votes relative to the affairs of the Association shall constitute a quorum. In the event there are not enough Owners present or represented by proxy at the first meeting to constitute a quorum, a subsequent meeting or meetings may be called subject to the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting.

Article XXXI  
Plan of Development

31.1 Plan of Development. Declarant hereby explicitly reserves the right to expand Phase I of Granville Patio Homes and Phase I of Granville Townhomes without the consent of any Owner or any Mortgagee. The property in Phases II, III, and IV shall be free and clear of all liens, taxes and assessments at the time of annexation and Declarant shall pay all liens, taxes and assessments which may affect such property prior to the time the same is annexed pursuant to VAR 4360(A)(4). All Phases of Granville Patio Homes are planned to contain in total 67 Lots. All Phases of Granville Townhomes are planned to contain in total 228 Lots. However, neither Declarant nor any other person has any obligation to annex any of the real property not included within Phase I of Granville Patio Homes or Phase I of Granville Townhomes or to develop such real property in accordance with such plan or otherwise. The right of Declarant to create Phases II, III, and IV by annexation shall expire on September 1, 1990. Upon the annexation of all or a portion of the real property, such property shall in all respects be subject to and the ownership and use thereof shall be governed in accordance with all of the covenants, conditions and restrictions set forth in this declaration. Notwithstanding anything contained herein to the contrary, Declarant shall have no right to expand Granville Patio Homes or Granville Townhomes by recordation of a deed of annexation to Phases II, III, and IV without the prior written consent of the Veterans Administration.

**[For Townhomes Phases I through VI only:** In the event Phase I of Granville Townhomes is expanded to include Phase II, III and IV each Owner in Phases II, III and IV shall become a member of the Association and shall be entitled to exercise the same voting rights as Owners in Phase I of Granville Townhomes as provided in Article II hereof. Upon the creation of Phases II, III and IV the relative voting strength of Declarant and the Owners will change and control of the Association, even though vested in Owners other than Declarant at the time of the creation of Phases II, III and IV may revert to the Declarant by virtue of provisions of Article II hereof upon the annexation of Phases II, III and IV of Granville Townhomes. Prior to the annexation, all improvements upon the Common Areas contained within the boundaries of the portion of the property to be annexed shall be substantially completed and shall together with the Single Family Residences to be constructed upon the Lots contained within the boundaries of such property be consistent, in terms of quality of construction, with all improvements constructed in Phase I of Granville Townhomes.

The undersigned President of the Association certifies that the following is a true and correct restatement of the Declaration, as reflected in the previous recordings, and attest that the foregoing was assented to at a meeting of the Board of Directors, held on \_\_\_\_\_, by the unanimous consent of the Members of the Board

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015.

Greater Granville Homeowners Association

\_\_\_\_\_  
By:  
Its: President

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the President of Greater Granville Homeowners Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:



# **EXHIBIT A**

957-28

1-28

PLAT OF DEDICATION FOR

# GRANVILLE

a planned residential development  
BEING A PORTION OF

THE SOUTHWEST QUARTER OF SECTION 26,  
TOWNSHIP 4 NORTH, RANGE 2 EAST, G.&S.R.B.&M.

MARICOPA COUNTY, ARIZONA

25728  
 957-28  
 10/31/61  
 10-4-82

EXPLANATORY NOTES

1. OWNER'S ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT WILL BE FORMED AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON AREAS, TO BE SITED AS TRAILS, LANDSCAPE AREAS, AND RELATED FACILITIES, IN ACCORDANCE WITH APPLICABLE PLANS. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE PUBLIC UTILITY EASEMENT EXCEPT ROAD, VEST OR NONRESIDENTIAL SECTION TYPE PERIODES AND/OR PARKING. THE CITY OF PHOENIX SHALL NOT BE REQUIRED TO REPLACE ANY CONSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.

APPROVALS

APPROVED BY THE COMMISSIONER OF THE CITY OF PHOENIX, ARIZONA, THIS 23rd DAY OF SEPTEMBER 1961.

BY: *[Signature]* FIRST CITY ENGINEER DATE: 9/24/61

BY: *[Signature]* CITY ENGINEER DATE: 9/24/61

BY: *[Signature]* T. HIGGS DATE: 9/24/61

### CERTIFICATION

I, DONALD E. VORPICK, known hereby as DONALD E. VORPICK, P.E., being duly sworn, depose and say that the foregoing plat, map, plan and specifications were submitted to me by the undersigned, and that I have examined the same and find them to be correct, true and accurate copies of the original, and that the same conform to the provisions of the laws, ordinances, rules and regulations of the State of Arizona, and that I have not observed any irregularity or fraud in the preparation or execution of the same, and that the same have been prepared in accordance with the laws, ordinances, rules and regulations of the State of Arizona, and that I have not observed any irregularity or fraud in the preparation or execution of the same, and that the same have been prepared in accordance with the laws, ordinances, rules and regulations of the State of Arizona.

DONALD E. VORPICK, P.E. 15 DEPT 182  
 ARIZONA

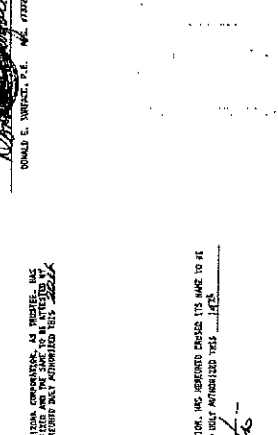
### CERTIFICATE OF ASSURED SUPPLY

THIS DEVELOPMENT IS LOCATED WITHIN THE CITY OF PHOENIX WATER SERVICE AREA AND HAS BEEN ESTABLISHED AS A PUBLIC UTILITY PROJECT IN ACCORDANCE WITH THE WATER SERVICE ACT AND THE WATER SERVICE REGULATIONS OF THE ARIZONA BOARD OF WATER APPOINTMENTS.

### ACKNOWLEDGEMENT

I, DONALD E. VORPICK, P.E., being duly sworn, depose and say that the foregoing plat, map, plan and specifications were submitted to me by the undersigned, and that I have examined the same and find them to be correct, true and accurate copies of the original, and that the same conform to the provisions of the laws, ordinances, rules and regulations of the State of Arizona, and that I have not observed any irregularity or fraud in the preparation or execution of the same, and that the same have been prepared in accordance with the laws, ordinances, rules and regulations of the State of Arizona.

DONALD E. VORPICK, P.E. 15 DEPT 182  
 ARIZONA



### ACKNOWLEDGEMENT

I, Michael Schreier, being duly sworn, depose and say that the foregoing plat, map, plan and specifications were submitted to me by the undersigned, and that I have examined the same and find them to be correct, true and accurate copies of the original, and that the same conform to the provisions of the laws, ordinances, rules and regulations of the State of Arizona, and that I have not observed any irregularity or fraud in the preparation or execution of the same, and that the same have been prepared in accordance with the laws, ordinances, rules and regulations of the State of Arizona.

MICHAEL SCHREIER, ENGINEER  
 DATE: 9/24/61

VISIONS  
 10/31/61

CHECKED BY: MS  
 DRAWN BY: MS

GRANVILLE  
 2818 AVENUE  
 PULTE HOME CORPORATION  
 AND  
 UNION MILLS DRIVE  
 PHOENIX 852-312

**HNC**  
 HAVER, NUNN AND COLLAMER  
 ARCHITECTURE  
 ENGINEERING  
 PLANNING, INC.  
 403 WEST BROADWAY  
 PHOENIX, ARIZONA 85013

PLAT 1  
 SHEET 4 OF 4  
 DATE: 10/27/61  
 JOB NO. 25728

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS, the 20th day of September, 1961, BEFORE ME, UNDERSTANDING MY DUTY AND BEING DULY SWORN, I, the undersigned, do hereby certify that the foregoing plat, map, plan and specifications were submitted to me by the undersigned, and that I have examined the same and find them to be correct, true and accurate copies of the original, and that the same conform to the provisions of the laws, ordinances, rules and regulations of the State of Arizona, and that I have not observed any irregularity or fraud in the preparation or execution of the same, and that the same have been prepared in accordance with the laws, ordinances, rules and regulations of the State of Arizona.

STATE OF ARIZONA

NOTARY PUBLIC

DATE: 9/24/61

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NOTARY PUBLIC

DATE: 9/24/61

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NOTARY PUBLIC

DATE: 9/24/61

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STATE OF ARIZONA

NOTARY PUBLIC

DATE: 9/24/61

957-28

957-28

NOTE: IF THIS SHEET IS NOT 24 X 36 IT IS NOT TO SCALE: SCALE ACCORDINGLY

257-28

83-401361  
 257-28  
 10-17-83

25728  
 10-17-83

I hereby certify that this map was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Ohio. My License No. is 10497. The map was prepared on or before the date indicated hereon. I certify that I am a duly Licensed Professional Engineer in the State of Ohio. My License No. is 10497.

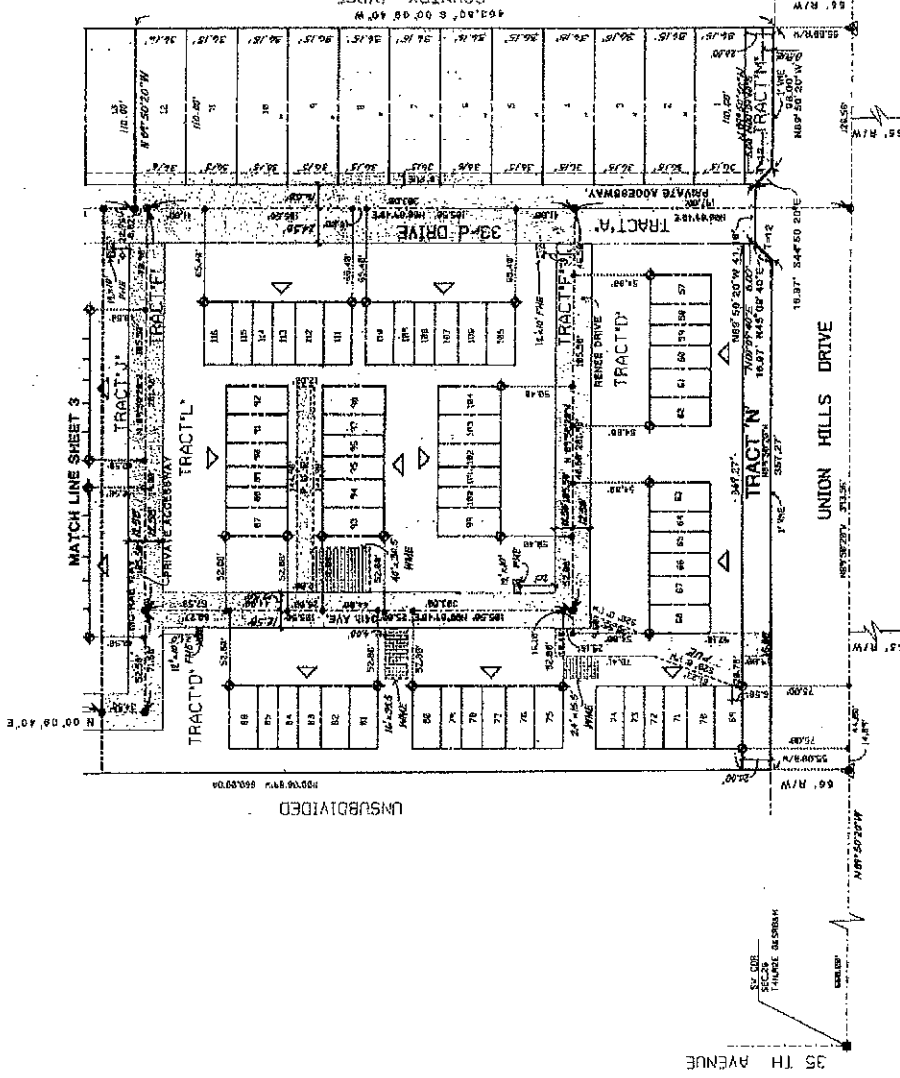
**TRACES "A" AND "F"**  
 TRACES "A" AND "F" ARE PRIVATE ACCESSWAYS AND ARE NOT DESIGNED FOR PUBLIC USE EXCEPT FOR THE USE AS A PUBLIC UTILITY CONDUIT, A METEOROLOGICAL ESCAPEMENT, AND AN ACCESS ESCAPEMENT FOR EMERGENCY AND SERVICE TRUCKS.

**BASIS OF BEARINGS**  
 ALL BEARINGS BASED UPON THE MONUMENT LINE OF UNION HILLS DRIVE BEING  
 N 87° 50' 20" W

**NOTE:** ALL LINES, EXCEPT LOCAL COUNTRY RIDGE (L.C.R.), TRACT  
 LINES, ARE BASED ON THE ASSUMPTION OF 1" = 80' 20" W  
 UNLESS OTHERWISE NOTED.

**LEGEND**

- △ INDICATES CORNER OF THIS PLAT
- SET 1/2" REBAR
- INDICATES BRASS CAP FLUSH
- INDICATES BRASS CAP IN HANDSICLE
- INDICATES BRASS CAP OF THIS DEVELOPMENT
- SET 1/2" REBAR
- FOUND 1/2" REBAR
- INDICATES RECORD
- INDICATES PUBLIC UTILITY BASINEMENT
- INDICATES WATER METER EASEMENT (WME)
- INDICATES VEHICULAR NON-ACCESS EASEMENT (VNE)



83-401361  
 257-28  
 10-7-83

257.28  
 10-7-83

STATE OF ARIZONA  
 COUNTY OF MARICOPA  
 CITY OF PHOENIX  
 PLAT NO. 257.28  
 DATE 10-7-83  
 PREPARED BY: [Signature]  
 CHECKED BY: [Signature]  
 GRANITE BLDG. NO. 5

**HNC**  
 HAVER, NUNN AND COLLAMER  
 ENGINEERING PLANNING INC.  
 108 EAST WILSON AVENUE  
 PHOENIX, ARIZONA 85012  
 PHONE 833-2115

PLATE  
 3  
 SHEET  
 10703  
 DATE  
 10-7-83

3111 AVENUE  
 POLITE HOME CORPORATION  
 AND  
 UNION HILLS DRIVE  
 PHONE 833-2115  
 GRANVILLE

REVISIONS  
 8/13/83  
 CHECKED BY: [Signature]  
 GRANITE BLDG. NO. 5

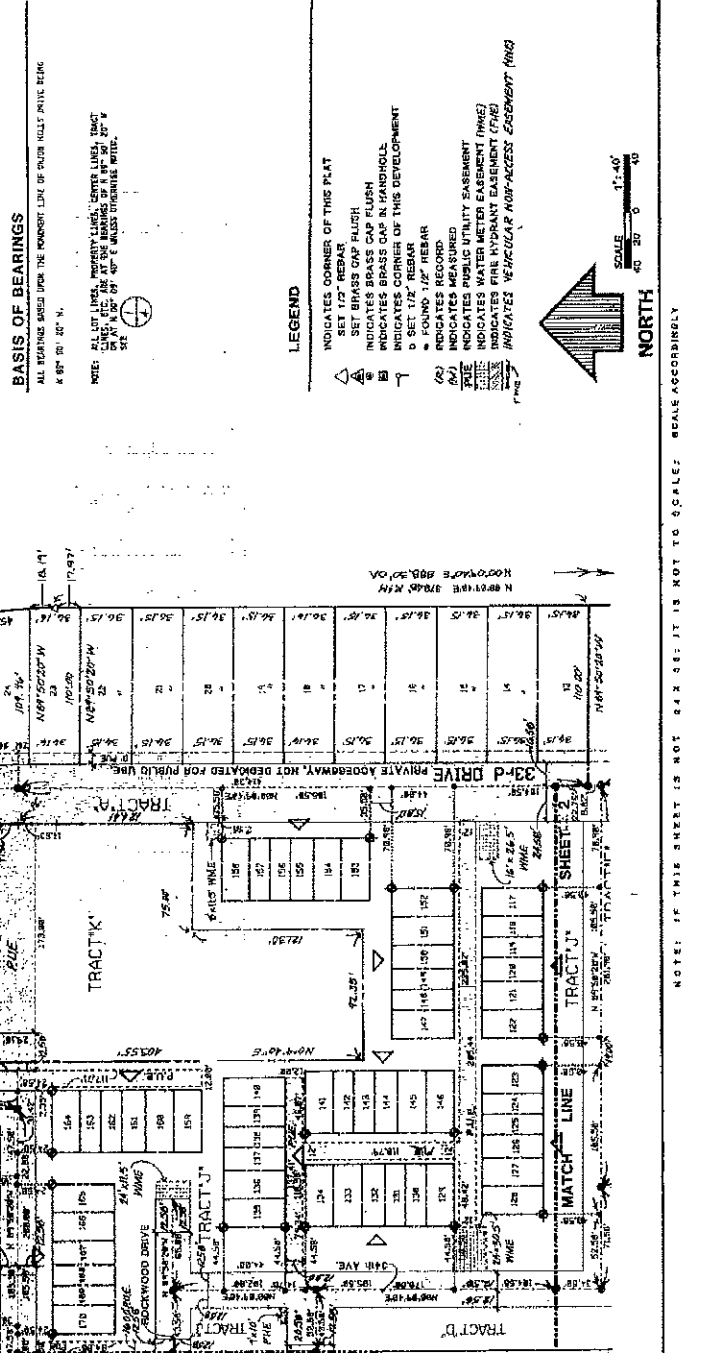
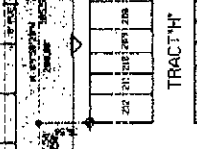
**TRACTS 'A' AND 'F'**  
 TRACTS 'A' AND 'F' ARE PRIVATE ACCESSWAYS AND ARE NOT INDICATED FOR PUBLIC USE EXCEPT FOR USE AS A PUBLIC UTILITY CONDUIT, A HOUSE COLLECTION EASEMENT, AND AN ACCESS easement FOR EMERGENCY AND SERVICE TYPE VEHICLES.

**BASIS OF BEARINGS**  
 ALL BEARINGS BASED UPON THE POINTS OF INTERSECTION OF THE CENTER LINE OF THE RAILROAD TRACKS.  
 A 95° 30' 30" N.

**NOTE:**  
 ALL LOT LINES, BEARING, DISTANCE, AREA, PERCENTAGE, AND OTHER DATA ARE BASED UPON THE FIELD SURVEY BY HNC AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER PURPOSE.

**LEGEND**

- INDICATES CORNER OF THIS PLAT
- SET 1/2" REBAR
- SET BRASS CAP FLUSH
- INDICATES BRASS CAP FLUSH
- INDICATES CORNER OF THIS DEVELOPMENT
- SET 1/2" REBAR
- INDICATES MEASURED
- INDICATES PUBLIC UTILITY EASEMENT
- INDICATES WATER METER EASEMENT (WME)
- INDICATES FIRE HYDRANT EASEMENT (FHE)
- INDICATES VEHICULAR NON-ACCESS EASEMENT (VNAE)

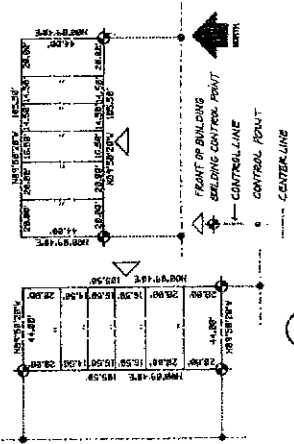


NOTE: IF THIS SHEET IS NOT 24 X 36, IT IS NOT TO SCALE. SCALE ACCORDINGLY.

83-401361  
 257-28  
 10-7-83

83-101361  
1983-10-4-83

257.28  
10-4-83

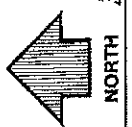


**TRACTS "A" AND "F"**  
TRACTS "A" AND "F" ARE PRIVATE ACCESSORIES AND ARE NOT DESIGNED FOR PUBLIC USE EXCEPT FOR USE AS A PUBLIC UTILITY EASEMENT, A REVERSE COLLECTOR DRAINAGE, AND AN ACCESS EASEMENT FOR THE PROPERTY AND REVERSE UTILITY EASEMENTS.  
**20 BASIS OF BEARINGS**  
ALL BEARINGS BASED UPON THE MONUMENT LINE OF UNION HILLS DRIVE BEING S 89° 30' 20" W.

**NOTES:** ALL LOT LINES, PROPERTY LINES, CENTER LINES, TRACT BOUNDARIES, AND EASEMENTS SHOWN ON THIS PLAT ARE TO BE CONSIDERED AS SHOWN UNLESS OTHERWISE NOTED.  
SEE 1

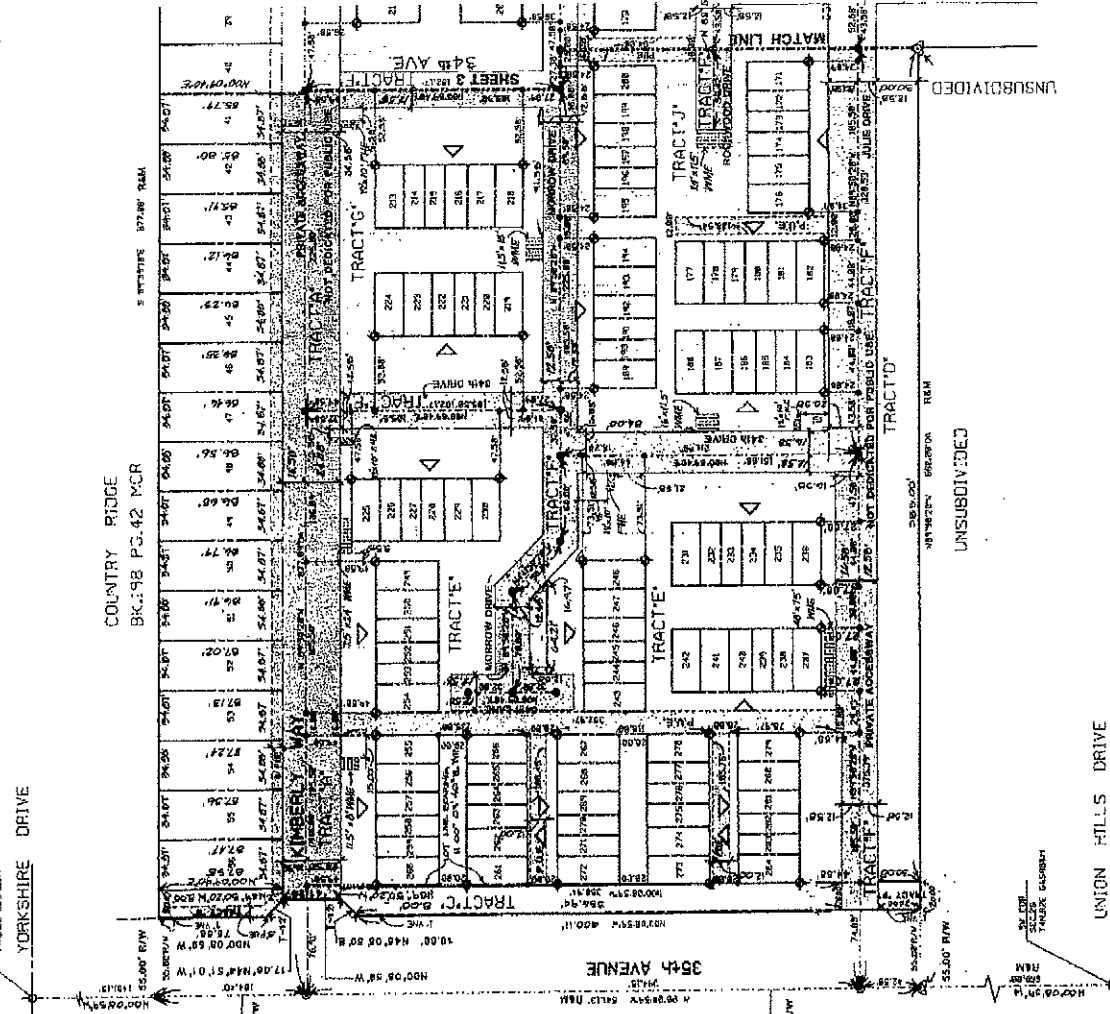
**LEGEND**

- INDICATES CORNER OF THIS PLAT
- SET BRASS CAP FLUSH
- INDICATES BRASS CAP IN HANDHOLE
- INDICATES CORNER OF THIS DEVELOPMENT
- SET 1/2" REBAR
- INDICATES RECORD
- INDICATES PUBLIC UTILITY EASEMENT
- INDICATES WATER METER EASEMENT (W.M.E.)
- INDICATES FIRE HYDRANT EASEMENT (F.H.E.)
- INDICATES VEHICULAR NON-ACCESS EASEMENT



SCALE 1" = 40'  
0 20 40

NOTE: IF THIS SHEET IS NOT 24 X 36, IT IS NOT TO SCALE. SCALE ACCORDINGLY.



YORKSHIRE DRIVE

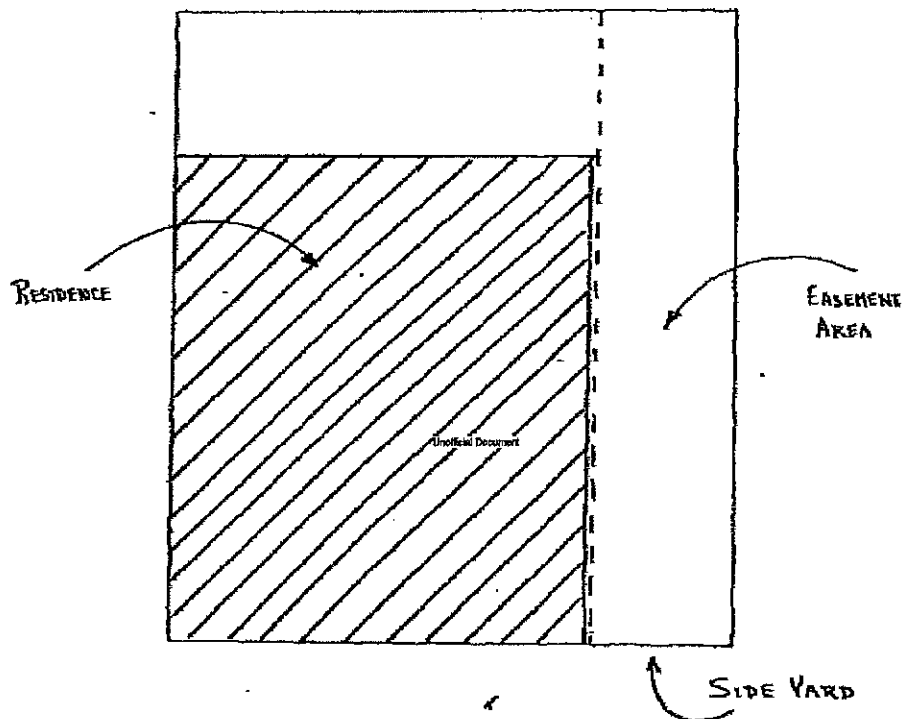
COUNTRY RIDGE  
BK: 98 PG: 42 MCR

35th AVENUE

UNION HILLS DRIVE

83-257

# **EXHIBIT B**



TYPICAL LANDSCAPE EASEMENT

# EXHIBIT B