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CAPTION HEADING: DECLARATION OF ANNEXATION

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**DECLARATION OF ANNEXATION
FOR
ESTRELLA VISTA
(Parcel F)**

This Declaration of Annexation for Estrella Vista (Parcel F) ("**Annexation Amendment**") is made and executed as of February 26, 2003 ("**Annexation Date**"), by Beazer Homes Holdings Corp., a Delaware corporation ("**Beazer**").

BACKGROUND

A. Beazer, as the "**Declarant**",^{Unofficial Document} recorded the Declaration of Homeowner Benefits and Covenants, Conditions, and Restrictions for Estrella Vista in Document No. 99-0337357, Official Records of Maricopa County, Arizona ("**Original Declaration**"). The Original Declaration subjects certain real property located in Maricopa County, Arizona to the covenants, conditions, restrictions, liens, and easements as more fully set forth in the Original Declaration and the other Project Documents.

B. Pursuant to Article XI of the Original Declaration, the Declarant possesses the right to annex the Annexable Property into the Property and to subject the Annexable Property to the covenants and restrictions contained in the Declaration.

C. Prior to the Annexation Date, Declarant previously annexed Estrella Vista (Parcels A and B) pursuant to the Declaration of Annexation for Estrella Vista (Parcels A and B) recorded on May 23, 2001, in Document No. 20010439179, Official Records of Maricopa County, Arizona ("**Parcels A/B Annexation Amendment**"), and Estrella Vista (Parcel D) pursuant to the Declaration of Annexation for Estrella Vista (Parcel D) recorded on March 26, 2002, in Document No. 2002-0302247, Official Records of Maricopa County, Arizona ("**Parcel D Annexation Amendment**"). The Parcel A/B Annexation Amendment and the Parcel D Annexation Amendment, together with any other Annexation Amendment that may have been recorded with respect to the Project, are called collectively the "**Prior Annexation Amendments**".

D. Declarant presently desires to annex and subject to the Declaration only that portion of the Annexable Property that is legally described on **Exhibit "A"** to this Annexation Amendment. The portion of the Annexable Property that is annexed and subjected to the Declaration by virtue of the recordation of this Annexation Amendment is referred to in this Annexation Amendment as the **"Annexed Property"**. The Annexed Property generally consists of Parcel F of Estrella Vista, as depicted on the Parcel F Plat described below.

E. Capitalized terms that are used but not defined in this Annexation Amendment will be ascribed the meanings specified in the Original Declaration.

ANNEXATION

Pursuant to Article XI of the Original Declaration, Declarant declares as follows:

1. **Annexation.** By recordation of this Annexation Amendment, Declarant conditionally annexes the Annexed Property into the Property and subjects the Annexed Property to the Declaration and all other Project Documents. The Annexed Property will not become irrevocably annexed until the date, if any, on which the first Lot within the Annexed Property is conveyed to an Owner other than the Declarant. From and after the Annexation Date, all references in the Original Declaration or any other Project Documents to the term **"Property"** or **"Project"** will include the property initially subjected to the Original Declaration, the property described in the Prior Annexation Amendments, and the Annexed Property described in this Annexation Amendment, and all references to the term **"Declaration"** will refer to the Original Declaration as modified by the Prior Annexation Amendments, and by this Annexation Amendment.

2. **Benefit and Burden.** By executing and recording this Annexation Amendment, Declarant intends to subject the Annexed Property to all of the benefits, burdens, duties, and obligations of the Original Declaration, this Annexation Amendment, and the other Project Documents and intends that the Declaration will benefit and burden all subsequent purchasers of the Property (including the Annexed Property).

3. **Withdrawal.** Pursuant to Section 11.2(e) of the Original Declaration, Declarant reserves the right to withdraw from the Declaration and the Project all or part of the Annexed Property that has not been irrevocably annexed into the Project.

4. **Plat.** From and after the Annexation Date, all references to the term **"Plat"** will refer to the Plat described in Section 1.29 of the Original Declaration (also referred to as the **"Parcels C/G Plat"**), the Final Plat of Estrella Vista Parcels A & B, recorded in Book 557 of Maps, Page 24, Official Records of Maricopa County, Arizona (**"Parcels A/B Plat"**), the Final Plat for Estrella Vista Parcel D, recorded in Book 576 of Maps, Page 29, Official Records of Maricopa County, Arizona (**"Parcel D Plat"**), and the Final Plat for Estrella Vista Parcel F, recorded in Book 622 of Maps, Page 25, Official Records of Maricopa County, Arizona (**"Parcel F Plat"**).

5. **Single-Story Limitation.** Certain Lots within the Annexed Property are restricted to single-story Detached Dwelling Units, as designated on the Parcel F Plat, and these Lots consist of Lots 479, 489, 498, 501, 507-528, inclusive, 535, 543, 544, 552, and 553 (collectively, the "**Single Story Lots**"). No multiple story houses or other multiple story structures may be constructed on the Single Story Lots. This limitation applies only to the Single Story Lots and not to any other Lots within the Project. The restriction contained in this Paragraph 5 will be considered a use restriction on the Single Story Lots and will be enforceable in the same manner as the use restrictions described in Article VIII of the Original Declaration.

6. **General Description.** The Annexed Property is comprised of seventy-five (75) Lots, various publicly dedicated streets (as named, depicted, and described on the Parcel F Plat), and four tracts of Common Area (i.e. Tracts "AA", "BB", "CC", and "DD").

7. **Common Areas.** Tracts "AA" through "DD", inclusive, are designated as Common Area of the Project. All Common Area is to be used for those purposes, and will be subject to those covenants and restrictions, described in the Parcel F Plat and this Annexation Amendment.

8. **Private Recreational Facilities.** Portions of Tract "AA" may be developed by Declarant as a tot lot (i.e., children's playground). The tot lot is reserved for the private use of the Owners within the Project and applicable Owner Permittees and is not intended for public use, and the Owners are granted an easement to access the designated area for use as a tot lot. Use of the tot lot or its facilities is at the sole risk of the users. The construction of tot lot facilities in the Common Area may be Visible From Neighboring Property and is not subject to the limitations established in Sections 8.2 or 8.28 of the Original Declaration. The Association will be the sole judge as to the maintenance and appearance of the tot lot area, the type of facilities or equipment that may be located in the tot lot area, and any restrictions or prohibitions on the use of the tot lot area. The Association reserves the right to discontinue the use of the area as a tot lot for any reason.

9. **Drainage and Retention.** Declarant grants to and for the benefit of the Association and all Owners a non-exclusive easement in, through, across, and under the surface of Tracts "AA" of the Common Area depicted on the Parcel F Plat (the "**Drainage and Retention Tracts**") for the purpose of delivering, storing, and accepting storm water to and from the Project and installing, maintaining, and repairing underground drainage pipes, lines, drains, and other drainage facilities required by the City and approved by the Association (together with the right to ingress and egress to perform the installation, maintenance, or repair). Except for the tot lot structures or any utility facilities that may be constructed in the Drainage and Retention Tract, no buildings or similar permanent structures may be erected on the Drainage and Retention Tract. Any landscaping that may be planted in the Drainage and Retention Tract must be planted so as to not materially impede the flow of water into, through, over, or under the Drainage and Retention Tract.

10. **Vehicular Non-Access.** Where depicted and described by the Parcel F Plat, Declarant grants to the City a non-exclusive vehicular non-access easement across those portions of the Annexed Property. No vehicles may be driven or moved across or over these easement areas to access any adjoining streets or real property. This easement will be perpetual unless and until abandoned by resolution of the City.

11. **Visibility Easement.** Declarant grants to the City a non-exclusive restricted visibility easement on and over those specific areas of those Lots and tracts of Common Area indicated on the Parcel F Plat. All structures and landscaping that are located within this restricted visibility easement will have at all times a height and width consistent with the limitations contained in the Parcel F Plat. This easement will be perpetual unless and until abandoned by resolution of the City.

12. **Landscaped Open Space.** Subject to the uses and easements designated or created in the Parcel F Plat, as more fully detailed in Paragraphs 8, 9, 10, and 11 above, and Paragraphs 14, 15, and 16 below, of this Annexation Amendment, all Common Area will be used as landscaped open space, and, for that purpose, Declarant grants to the Association and all Owners a non-exclusive easement for landscape and open space over the Common Area. All landscaping within these areas will be maintained by the Association upon the conveyance of the Common Area to the Association. This easement for landscaped and open space will remain in effect during the term of the Declaration.

13. **Areas of Association Responsibility.** The Association will maintain, repair, and install all landscaping that may be located within any dedicated street right-of-way between the street curb and the boundary line of any adjacent Common Area. Specifically, these maintenance areas will include landscaping along the applicable portions of South Estrella Parkway and West Lower Buckeye Parkway as well as all internal and local streets of the Project. The maintenance areas described above will be known and treated as "**Areas of Association Responsibility**". Additionally, as specified on the Parcel F Plat, all landscaping that may be located within any dedicated street right-of-way between the street curb and the boundary line of any adjoining Lot will be maintained by the Owner of the adjoining Lot.

14. **Subdivision Monument Signage.** Portions of Tract "DD" may be used for the installation and maintenance of permanent monument signage for the Annexed Property only. The areas may consist of landscape features, lighting, walls, and other similar items approved by the Declarant and the City. These areas will be maintained by the Association at the common expense of only those Owners within the Annexed Property. The Association will be the sole judge as to the level of maintenance and appearance of the monument signage and related landscape features after their initial installation. Assessments for the maintenance and repair of the monument signage and related landscaping will be made solely to the Owners within the Annexed Property (and not to other Owners within the Project) to pay for those special services, and those assessments, while constituting Other Assessments under Section 4.4(b) of the Original Declaration, may be collected along with the annual assessments made against the Owners within the Annexed Property.

15. **Sewer Facilities.** A portion of Tract "BB" that is depicted on the Parcel F Plat is subject to a nonexclusive and permanent easement in favor of the City and the Association for the installation, maintenance, and repair of underground public and/or private sewer facilities servicing Owners within the Annexed Property and the Project or other areas serviced by the City. The status of the sewer facilities as public or private will be based on their connection to other private or public sewer facilities in the Annexed Property, with the City being responsible for the repairs of public sewer facilities located in the easement area and the Association being responsible for private sewer facilities located in the easement area.

16. **Irrigation Facilities.** All or a portion of Tract "BB" may be used from time to time by the Roosevelt Irrigation District to install, maintain, and repair underground irrigation facilities necessary or convenient for the operation of any existing or future irrigation facilities in the area, and the Roosevelt Irrigation District is granted a nonexclusive and perpetual easement over Tract "BB" for these purposes. On behalf of itself, the Association, the City, and any provider utility company, Declarant reserves the right to use Tract "BB" for the installation, maintenance, and repair of landscaping and public utilities.

17. **Airports.** THE PROJECT IS LOCATED TWO MILES WEST OF THE PHOENIX-GOODYEAR AIRPORT AND IS WITHIN TERRITORY IN THE VICINITY OF LUKE AIR FORCE BASE. AS A RESULT, THE PROJECT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER FLIGHTS OR Unofficial Document THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM THESE AIR STRIPS. EACH OWNER AND ALL OF THE OWNER'S PERMITTEES, AS AN EXPRESS CONDITION TO RESIDENCY IN THE PROJECT, RELEASES DECLARANT AND THE ASSOCIATION (AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, MEMBERS, PARTNERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ALL LIABILITY, LOSS, DAMAGE, AND CLAIMS FOR PROPERTY DAMAGE, BODILY INJURY, PERSONAL INJURY, OR MARKETABILITY ARISING OUT OF ANY NOISE, VIBRATIONS, DUST, OR FUMES FROM ARRIVING OR DEPARTING AIRPLANES, ANY FALLING OBJECTS OR MATERIALS FROM THE SKY FROM AIRPLANE OPERATIONS, OR ANY OTHER ASPECT OF AIRPORT OPERATIONS.

18. **Adjacent Agricultural Uses.** EACH OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE PROJECT IS LOCATED IN THE VICINITY OF PROPERTY THAT IS CURRENTLY OPERATED FOR AGRICULTURAL PURPOSES. AS A RESULT, THE PROJECT IS SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH ITS AGRICULTURAL USE. ACTIVITIES THAT MAY BE CONDUCTED IN THIS ADJACENT AGRICULTURAL AREA INCLUDE HARVESTING, PLOWING, FERTILIZING, SPRAYING, AND OTHER RELATED AGRICULTURAL USES. AS A RESULT, PEOPLE RESIDING WITHIN THE PROJECT MAY EXPERIENCE NOISE, DUST, FUMES, ODORS, POLLEN, FLIES, AND OTHER ANNOYANCES TYPICALLY ASSOCIATED WITH AN ADJACENT AGRICULTURAL USE. EACH OWNER AND ALL OF THE OWNER'S PERMITTEES, AS AN EXPRESS CONDITION TO RESIDENCY IN THE PROJECT, SPECIFICALLY ACKNOWLEDGES

AND ACCEPTS THIS ADJACENT USE AND RELEASES THE DECLARANT AND THE ASSOCIATION (AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, MEMBERS, DIRECTORS, PARTNERS, EMPLOYEES, AND AGENTS) FROM ALL LIABILITY CLAIMS, LOSS, AND DAMAGE THAT MAY ARISE OUT OF THE LOCATION OF THE PROJECT NEAR THE AGRICULTURAL USE.

19. **Other Assessments.** As indicated on the Parcel F Plat, the City has been designated as having an assured water supply pursuant to A.R.S. § 45-576.B. The City's assured water supply designation is supported in part by the City's membership in the Central Arizona Groundwater Replenishment District ("CAGRD"). Any payment actually made by the Association under the CAGRD (whether for charges made directly to the Association or for charges due from an Owner but not paid by the Owner) will be considered Other Assessments pursuant to Section 4.4(b) of the Original Declaration, and may be levied by the Board without a vote of the Members.

20. **Declaration.** Any use of the term "**Declaration**" when made in reference to the Annexed Property will refer to the Original Declaration, as amended from time to time, as supplemented by this Annexation Amendment.

Declarant has executed this Annexation Amendment as of the Annexation Date.

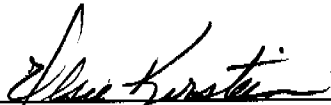
"Declarant"

Beazer Homes Holdings Corp.,
Unofficial Document
 a Delaware corporation

By: Art Neff
 Name: Art Neff
 Title: Authorized Agent

STATE OF ARIZONA)
) ss.
 County of Maricopa)

The foregoing instrument was acknowledged before me this 26 day of FEBRUARY, 2003, by ART NEFF, the AUTHORIZED AGENT of Beazer Homes Holdings Corp., a Delaware corporation, who executed the foregoing on behalf of the corporation, being authorized so to do for the purposes therein contained.



Notary Public

My Commission Expires:

5/31/2006



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EXHIBIT "A"
TO
DECLARATION OF ANNEXATION
FOR
ESTRELLA VISTA
(Parcel F)

(legal description of Annexed Property)

Lots 479 through 553, inclusive, and Tracts "AA" through "DD", inclusive, Estrella Vista Parcel F, as set forth in the final plat of record in Book 622 of Maps, Page 25, Official Records of Maricopa County, Arizona.

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