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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
FOOTHILLS RESERVE
A PLANNED RESIDENTIAL COMMUNITY**

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**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
FOOTHILLS RESERVE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter "Declaration") is dated OCTOBER 9, 2001, and is made by SM 320, L.L.C. an Arizona limited liability company and Woodside Homes of Arizona, Inc., an Arizona corporation (hereinafter "Co-Declarants").

WITNESSETH

WHEREAS, Co-Declarants hold legal title to approximately 320 acres of land located in Phoenix, Maricopa County, Arizona, which will be known as "Foothills Reserve;" and

WHEREAS, the Initial Covered Property of Foothills Reserve is legally described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as the "Initial Covered Property;" and

WHEREAS, Co-Declarants desire to subdivide and develop Foothills Reserve into a planned community consisting of various types of residential properties; and

WHEREAS, at full development, the ^{Unofficial Document} Co-Declarants intend, without obligation, that Foothills Reserve will include several residential neighborhoods, open space areas and recreational areas, and recreational facilities; and

WHEREAS, as the development of Foothills Reserve proceeds, Co-Declarants intend to or have already, without obligation, recorded various subdivision plats; dedicated portions of Foothills Reserve to the public for streets, roadways, drainage, and general public use; to develop or to sell parcels to various builders; and to record Supplemental Declarations or Declaration of Annexations covering portions of Foothills Reserve, which portions of Foothills Reserve may be used and may set forth additional covenants, conditions and restrictions applicable to such portions of Foothills Reserve; and

WHEREAS, Co-Declarants intend or may intend, without obligation, to annex additional land into the Foothills Reserve planned community, which land is defined and described as "Annexable Property" in Article I hereafter; and

WHEREAS, Co-Declarants have formed a nonprofit corporation (hereinafter the "Association") which will (1) own, manage and maintain the Common Areas, Exclusive Common Areas and certain other areas in Foothills Reserve; (2) levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) as the agent and representative of Foothills Reserve Owners, enforce the use restrictions and other provisions of this Declaration; and

WHEREAS, the Co-Declarants desire to establish for their own benefit and for the mutual benefit of all future Owners or other holders of an interest in any portion of Foothills Reserve, certain mutually beneficial covenants, restrictions and obligations of Foothills Reserve; and

WHEREAS, Co-Declarants desire and intend that the Owners, mortgagees, beneficiaries, trustees and other persons hereafter acquiring any interest in Foothills Reserve, shall at all times enjoy the benefits of, and shall hold their interest subject to, the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of Foothills Reserve; and

WHEREAS, Co-Declarants therefore wish to subject all of Foothills Reserve to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements (hereinafter collectively called "Covenants") hereinafter set forth, which Covenants shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in Foothills Reserve; and

NOW, THEREFORE, Co-Declarants hereby declare, covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Annexable Property" shall mean ^{Unofficial Document} all or any portion of the real property and any improvements located thereon, shown on Exhibit "B" attached hereto and incorporated herein by this reference, as more fully described in Article XIV hereof, which may be added to Foothills Reserve, and made subject to this Declaration, in one or more additional phases.

1.2 "Annual Assessment" shall mean the charge levied and assessed each year against each Lot and Owner pursuant to Paragraph 7.2 hereof.

1.3 "Architectural Control Committee(s)" shall mean and include the Parcel A-1 Architectural Committee, Parcel A-2 Architectural Committee and the Parcels C and D Architectural Committee of the Association to be created pursuant to Article XI below.

1.4 "Architectural Guidelines" shall be established by the appropriate Architectural Committee and shall include design standards for the appearance and development of property in Foothills Reserve, as well as the review and approval procedures for each committee.

1.5 "Articles" shall mean the Articles of Incorporation of the Association as amended from time to time.

1.6 "Assessable Property" shall mean any Lot in Foothills Reserve covered by this Declaration, except part or parts thereof as may from time to time constitute Exempt Property.

1.7 "Assessment" or "Assessments" shall mean an Annual Assessment, Special Assessment, Parcel Assessment, Maintenance Charge, Special Use Fee, or any other fees, fines or charges assessed hereunder.

1.8 "Assessment Lien" shall mean the lien created and imposed by Article VIII.

1.9 "Assessment Period" shall mean the term set forth in Paragraph 7.7.

1.10 "Association" shall mean the Arizona nonprofit corporation to be organized by Co-Declarants to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, and its successors and assigns. The name of the Association will be "FOOTHILLS RESERVE MASTER OWNERS' ASSOCIATION."

1.11 "Board" shall mean the Board of Directors of the Association.

1.12 "Bylaws" shall mean the Bylaws of the Association as amended from time to time.

1.13 "Common Area" and "Common Areas" shall mean (1) all land within Foothills Reserve which the Co-Declarants, by this Declaration or other recorded instrument, makes available for use exclusively by Members of the Association; (2) all land or right-of-way easements within Foothills Reserve which are dedicated to the public or to the City of Phoenix, but which the City of Phoenix or other governmental agency requires the Association to maintain; (3) areas on a Lot within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of a wall, which Unofficial Document easement may be granted or created on a recorded subdivision plat, Supplemental Declaration or Declaration of Annexation or by a deed or other conveyance accepted by the Association; and (4) any other areas with respect to which the Association has assumed in a recorded document or instrument administrative or maintenance responsibilities, whether or not such areas are located on a Lot.

1.14 "Covenants" shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

1.15 "Covered Property" or "Initial Covered Property" shall mean that real property described hereinabove and such other property as may be brought within this Declaration pursuant to the Article entitled "Annexation."

1.16 "Co-Declarants" shall mean SM320, L.L.C., an Arizona limited liability company, as to Parcels A-1 and A-2 of Foothills Reserve, the Annexable Property, and Woodside Homes of Arizona, Inc., an Arizona corporation, as to Parcels C and D of Foothills Reserve, the Initial Covered Property, and their respective successors and assigns of the Co-Declarants' rights and powers hereunder. Any assignment of all or any portion of the Co-Declarants' rights and powers shall be made by a recorded instrument executed by the assignor Co-Declarant.

1.17 "Declaration" shall mean this DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOOTHILLS RESERVE, as amended or supplemented from time to time.

1.18 "Declaration of Annexation" shall mean a declaration recorded pursuant to Paragraph 4.1 of this Declaration.

1.19 "Developer" shall mean an person or entity who acquires one or more Lots from Co-Declarants for the purpose of building a Dwelling Unit and selling the contemplated Dwelling Unit to an Owner and to whom Developer status is granted by Co-Declarants in a written, recorded instrument.

1.20 "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a single family or single housekeeping unit.

1.21 "Exclusive Common Area" shall mean a portion of the Common Area intended for the exclusive use or primary benefit of some but not all of the Parcels as is set forth in Article III.

1.22 "Exempt Property" shall mean the following parts of Foothills Reserve:

(a) All land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, Maricopa County, the City of Phoenix or any political subdivision thereof, for as long as any such governmental entity or political subdivision is the owner thereof or for so long as said dedication remains effective; provided, however, that any such land shall be Exempt Property only while it is being used by the governmental entity owner for governmental purposes.

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(b) All Common Areas, for as long as the Association is the owner thereof.

Unless otherwise set forth in an applicable Tract Declaration, all Exempt Property shall be exempt from Assessments and Membership in the Association and its associated privileges and responsibilities, but shall nevertheless be subject to all other provisions of this Declaration, including, but not limited to, the use restrictions and architectural controls. The Board may restrict or prohibit the use of the Common Areas (except any rights-of-way or drainage areas owned by the Association) by the Owners of Exempt Property.

1.23 "Foothills Reserve" shall mean the real property described on Page 1 of this Declaration and the development to be completed thereon, together with any real property hereafter annexed pursuant to the provisions of this Declaration.

1.24 "Foothills Reserve Rules" shall mean the rules for Foothills Reserve adopted by the Board pursuant to Paragraph 5.3.

1.25 "Lot" shall mean any area of real property within Foothills Reserve designated as a Lot on any subdivision plat recorded and approved by Co-Declarants and limited by a Tract Declaration or a Declaration of Annexation to residential use.

1.26 "Maintenance Charges" shall mean any and all costs assessed pursuant to Paragraphs 10.2 and 10.3.

1.27 "Master Development Plan" shall mean the Foothills Reserve Development Plan approved by the City of Phoenix, as the same may from time to time be amended, a copy of which shall be on file at all times in the office of the Association.

1.28 "Member" shall mean any person holding a Membership in the Association pursuant to this Declaration.

1.29 "Membership" shall mean a Membership in the Association and the rights granted to the Owners and Co-Declarants pursuant to Article VI to participate in the Association.

1.30 "Owner" (when so capitalized) shall mean the record holder of legal, beneficial or equitable title to the fee simple interest of any Lot, including, without limitation, one who is buying a Lot under a recorded contract, but excluding others who hold such title merely as security. Owner shall not include a lessee or tenant of a Lot. In the case of Lots, the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., legal title shall be deemed to be in the Trustor. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to a trust agreement in the beneficiary of any such trust entitled to possession shall be deemed to be the Owner. An Owner shall include any person who holds record title to a Lot in joint ownership with any other person or holds an undivided fee interest in any Lot.

1.31 "Parcel" shall mean and refer to a group of Lots and Common Areas which were created by a single subdivision plat, as amended from time to time. The Parcels in Foothills Reserve shall include Parcels A-1, A-2, C and D as described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Unofficial Document

1.32 "Parcel Assessment" shall mean an assessment levied against less than all of the Lots in Foothills Reserve pursuant to Paragraph 7.12 of the Declaration.

1.33 "Parcel Assessment Area" shall mean any part of Foothills Reserve designated in a Declaration of Annexation or on a recorded plat approved by the Declarant in a recorded instrument as an area which is to be maintained, repaired, and replaced by the Association, but which is for the sole or primary benefit of the Owners of less than all of the Lots in Foothills Reserve.

1.34 "Party Walls" shall mean a wall constructed on or immediately adjacent to the common boundary of Lots, Common Areas or other areas in Foothills Reserve.

1.35 "Resident" shall mean:

(a) Each buyer under a contract of sale covering any part of the Assessable Property, regardless of whether the contract is recorded, and each tenant or lessee actually residing or conducting a business on any part of the Assessable Property; and

(b) Members of the immediate family of each Owner, lessee, tenant and of each buyer referred to in subparagraph (1) actually living in the same household with such Owner, lessee, tenant or buyer.

Subject to such rules and regulations as the Association may hereafter specify (including the imposition of special non-resident fees for use of Common Areas if the Association shall so direct), the term "Resident" also shall include the on-site employees, guests or invitees of any such Owner, lessee, buyer or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

1.36 "Single Family" or "Single Housekeeping Unit" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

1.37 "Special Assessment" shall mean any assessment levied and assessed pursuant Paragraph 7.5.

1.38 "Special Use Fees" shall mean special fees authorized by this Declaration which an Owner, Resident or any other person is obligated to pay to the Association over, above and in addition to any Annual, Parcel and Special Assessments or Maintenance Charges imposed or payable hereunder. The amount of any Special Use Fee shall be determined in the Board's sole discretion, provided all such Fees must be fair and reasonable.

1.39 "Sub-Association" shall mean an association created by the developer of a residential subdivision or neighborhood within Foothills Reserve for the Owners of Dwelling Units within that Parcel or Parcels. Any Sub-Association shall be subject and subordinate to this Declaration and the Association provided for herein.

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1.40 "Subsidiary Declaration" shall mean any declaration of covenants, conditions and restrictions or like instrument approved by Co-Declarants and recorded after recording of this Declaration in regard to any group of Lots, by the Owner thereof which shall in all cases be consistent with and subordinate to this Declaration and any applicable Declaration of Annexation.

1.41 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object, or any portion thereof, is or would be visible to a person six feet tall standing on any portion of the adjoining Lot or adjoining Common Area, on the same plane as the object being viewed.

ARTICLE II

PROPERTY SUBJECT TO FOOTHILLS RESERVE DECLARATION

2.1 General Declaration Creating Foothills Reserve. Co-Declarants hereby declare that all of Foothills Reserve (except any property which is hereafter excluded or abandoned pursuant to the provisions of this Declaration) is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration as amended or modified from time to time. In addition, all of the real property within

Foothills Reserve shall be subject to recorded Declarations of Annexation as applicable and as amended from time to time. Declarant intends to develop Foothills Reserve by subdivision into various Lots and other areas and to sell and convey such Lots. As portions of Foothills Reserve are developed or sold to others for development, Co-Declarants may record one or more Declarations of Annexation covering such property. Said Declarations of Annexation will specify the number of Lots and the permitted uses of property described therein (in accordance with Article IV hereof) and will incorporate this Declaration and establish such additional covenants, conditions and restrictions as may be appropriate for that property. This Declaration and all subsequent Declarations of Annexation are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement and sale of Foothills Reserve and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of Foothills Reserve and every part thereof. All of this Declaration and applicable Declaration of Annexations shall run with the land for all purposes and shall be binding upon and inure to the benefit of Co-Declarants, the Association, all Owners and Residents and their successors in interest. Nothing in this Declaration shall be construed to prevent the Co-Declarants from modifying the Master Development Plan or any portions thereof regarding any property owned by the Co-Declarants or regarding any other property as to which a Declaration of Annexation has not been recorded. This Declaration shall not be construed to prevent the Co-Declarants from dedicating or conveying portions of Foothills Reserve, including streets or roadways, for uses other than as a Lot or Common Area subject to the provisions of Paragraph 4.1.

2.2 Association Bound. Upon approval by the Arizona Corporation Commission of Articles of Incorporation of the Association, the Covenants shall be binding upon and shall benefit the Association.

ARTICLE III

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

3.1 Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment in and to the Common Areas which nonexclusive easement shall be appurtenant to and shall pass with the title to every Lot. All Residents, other than Owners, shall have a nonexclusive, nontransferable temporary easement to use and enjoy the Common Areas so long as they remain Residents. The foregoing grant and rights are subject, among other things, to the following limitations:

(a) The right of the Association to charge reasonable admission and other Special Use Fees for the use of any recreational or other facility situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use Common Area recreational facilities by any Member (i) for any period during which any Assessment against his Lot remains delinquent; (ii) for a period not to exceed 60 days for any infraction of this Declaration, a Supplemental Declaration or Declaration of Annexation, the Foothills Reserve Rules or applicable Architectural Guidelines, and (iii) for successive 60-day periods if any such infraction is not corrected during any preceding 60-day suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or agreements with the City of Phoenix effective prior to the date hereof or unless specified hereafter on a recorded subdivision plat or Declaration of Annexation, no such dedication or transfer shall be effective unless an instrument signed by the Owners of two-thirds (2/3) of the Memberships in each class of Members agreeing to such dedication or transfer has been recorded, except that the Board shall have authority without Membership approval to transfer to such public agencies, authorities or utilities, easements and rights-of-way which are intended to benefit Foothills Reserve and which do not have any substantial adverse affect on the enjoyment of the Common Areas by the Members. In the case of Exclusive Common Area dedication or transfer of such Exclusive Common Area shall require the approval of two-thirds (2/3) of the Memberships in each class of Members within the Parcel benefitting from the Exclusive Common Area.

(d) The right of the Association to regulate the use of the Common Areas through the Foothills Reserve Rules and to prohibit access to those Common Areas, such as landscaped areas, not intended for use by the Owners or residents.

(e) The right of the Association to change the use of Common Areas and to change the size, shape or location of the Common Areas as provided in Paragraphs 12.4 and 12.5.

3.2 Delegation of Use. Any Owner may, in accordance with this Declaration, the Foothills Reserve Rules and the limitations therein contained, delegate his right of enjoyment in the Common Areas and facilities to the members of his family, ^{Unofficial Document} his tenants or lessees, his guests or invitees or to his tenants' families, guests or invitees.

3.3 Rights of Ingress and Egress. Every Owner shall have an unrestricted right of ingress and egress to his Lot(s) (which right shall be perpetual and shall be appurtenant to and shall pass with the title to said Lot(s)) over the following areas:

(a) for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Common Areas; and

(b) for pedestrian and vehicular traffic over, through and across the Common Area streets and roadways, if any, which are designated and paved for such purpose.

Any Owner may, in accordance with this Declaration and the Foothills Reserve Rules, delegate his right of ingress and egress to the members of his family, his guests, and his tenants (including his tenants' families and guests).

3.4 Easements for Encroachments. Each Lot, the Common Areas, and all other areas in Foothills Reserve shall be subject to an easement of not more than eighteen (18) inches for encroachments of walls, ledges, roofs and other structures created by construction, settling and overhangs as originally designed and constructed by the Co-Declarants or other developer. If any such improvement on the Common Areas encroaches upon any Lot or other area, or if any such improvement on any Lot, or other area encroaches upon any portion of the Common Areas, or if any

such improvement on any Lot or other area encroaches upon another Lot or other area, a valid easement for said encroachments and for the maintenance thereof shall exist. In the event any structure on any Lot, Common Area or other area is repaired, altered or reconstructed in accordance with the original plans and specifications, similar encroachments shall be permitted and a valid easement for said encroachments and for the maintenance thereof shall exist.

3.5 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Lots created by a given Plat. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, private streets, guard gates and other portions of the Common Area which benefit some but not all of the Owners within Foothills Reserve. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be borne by the particular Lot Owners either by way of Parcel Assessment or, if a Sub-Association is formed, by way of assessment imposed upon the Lots within the parcel and collected by the Sub-Association.

The Declarant shall designate any Exclusive Common Area as such and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association, on the plat relating to such Common Area or in the Declaration of Annexation relating to such Common Area.

ARTICLE IV

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4.1 Covenants Applicable to Lots and Other Areas. Except as otherwise expressly provided herein, the following Covenants and rights shall apply to all Lots and other areas in Foothills Reserve, and the Owners, Residents and tenants thereof:

4.1.1 Architectural Control. Except as otherwise expressly provided in this Declaration, the Architectural Guidelines or any applicable Tract Declaration or Declaration of Annexation which has been approved by the Co-Declarants, (i) no improvements (whether temporary or permanent), alterations, repairs, excavation, grading, lighting, landscaping or other work which in any way alters the exterior appearance of any property within Foothills Reserve or improvements thereon from its natural or improved state existing on the date this Declaration is recorded shall be made or done, and (ii) no building, fence, exterior wall, residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the appropriate Architectural Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade, lighting or landscaping of any area in Foothills Reserve, shall be subject to the prior written approval of the appropriate Architectural Committee. No changes or deviations in or from the plans and specifications once approved by the appropriate Architectural Committee shall be made without the prior written approval of the appropriate Architectural Committee. Once construction of an improvement has been commenced on the Property, Owner shall diligently pursue completion of such improvement in accordance with approved plans. The Co-Declarants shall be exempt from the requirements of this Subsection and therefore all improvements, alterations, repairs, excavation,

grading, lighting, landscaping or other work performed, constructed or installed by the Co-Declarants shall be deemed approved by the appropriate Architectural Committee.

4.1.2 Animals. Except as otherwise expressly permitted in an applicable Declaration of Annexation, no animals, birds, fowl or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot or other area in Foothills Reserve and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other Owners. It shall be the responsibility of each Owner to remove immediately any droppings from pets. No structure for the care, housing or confinement of any animal, bird, fowl or livestock shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Architectural Committee. Upon the written request of any Member or Resident, the Architectural Committee shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Subsection, a particular animal or bird is a generally recognized house or yard pet, whether such pet is a problem or nuisance or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the appropriate Architectural Committee shall be enforceable in the same manner as other restrictions contained herein.

4.1.3 Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures may be used on any property for construction, Unofficial Document repair or sales purposes, with the prior written approval of the appropriate Architectural Committee and for the time period approved by the appropriate Architectural Committee.

4.1.4 Maintenance of Landscaping and Driveways. Unless otherwise provided in a recorded instrument approved by Co-Declarants or the Association, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (i) his Lot (including set back areas and Common Areas located thereon); (ii) public right-of-way areas between sidewalks (or bike paths) and the street curb on the front or side of his Lot; (iii) public areas between a sidewalk and the Lot boundary; (iv) portions of Common Area adjacent to the Owner's Lot and which lie on the Lot's side of a wall erected on the Common Area; and (v) other public or easement areas adjacent to his Lot. However, in the event the maintenance of the above areas is the responsibility of the Association, an Sub-Association, a utility, or a governmental or similar authority, then the Owners shall be responsible for such maintenance only for so long as such other entities are not performing such maintenance. As used herein maintenance shall include, but not be limited to, keeping the areas neatly trimmed, cultivated and free from trash, weeds and unsightly material. Each Owner will be required to comply with Architectural Guidelines for landscaping and approved plant palette established by the appropriate Architectural Committee, including, but not limited to, specific plant selections and the timing of landscape installation. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, sidewalks and parking areas, located on his Lot. All areas maintained by an Sub-Association shall be improved and maintained in a manner which is consistent with the Foothills Reserve Rules and Architectural Guidelines.

4.1.5 Nuisances; Construction Activities. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or other area in Foothills Reserve, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot or other area in Foothills Reserve. The appropriate Architectural Committee shall have the exclusive right to determine the existence of any nuisance. Without limiting the generality of any of the foregoing provisions and except as otherwise permitted herein or in any recorded Declaration of Annexation, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. Normal construction activities and parking in connection with the building of improvements in Foothills Reserve shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the appropriate Architectural Committee. An Owner shall be responsible for and shall promptly perform all on-site and construction cleanup occasioned by his contractors or subcontractors. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the appropriate Architectural Committee, which may also require screening of the storage areas. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers.

4.1.6 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot or other area which shall induce, ^{Unofficial Document} breed or harbor diseases or insects.

4.1.7 Repair of Building. No building or structure on any area in Foothills Reserve shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection 4.1.1 above, such building or structure shall be promptly repaired, rebuilt or demolished. In the event an Owner fails to comply with this provision, the Board may give notice to the offending Owner, and may then proceed to repair the building or improvement and charge the Owner therefore as permitted in Paragraph 10.2.

4.1.8 Exterior Accessories. No antenna, satellite receiving station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any area in Foothills Reserve (whether attached to a building or structure or otherwise) so as to be Visible from Neighboring Property, unless approved by the appropriate Architectural Committee. The appropriate Architectural Committee may permit one or more aerial satellite dishes or satellite communication systems, and/or other apparatus and equipment for an antenna or cable system for the benefit of all or portions of Foothills Reserve. No basketball backboards or flagpoles shall be installed so as to be Visible From Neighboring Property, unless approved by the appropriate Architectural Committee.