

Reserve

Reserve

**FIDELITY NATIONAL TITLE
HOLD FOR PICK-UP**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN FURCELL
20040124288 02/08/2004 15:55
20003285-8-3-2-A
ELECTRONIC RECORDING

When recorded, mail to:

Kabuto/SunCor Joint Venture
C/o SunCor Development Company
Attention: Jeff Romaine
80 E. Rio Salado Parkway
Suite 410
Tempe, AZ 85281

Escrow No. 20003285-BEB

213

**DECLARATION OF ANNEXATION
AND TRACT DELARATION**

**THIS DOCUMENT IS BEING RE-RECORDED
FOR THE SOLE PURPOSE TO CORRECT
THE LEGAL DESCRIPTION**

**FIDELITY NATIONAL TITLE
HOLD FOR PICK-UP**

When recorded, return to
KABUTO/SUNCOR JOINT VENTURE
c/o SunCor Development Company
Attn: Jeffrey V. Romaine
80 East Rio Salado Parkway, Suite 410
Tempe, Arizona 85281

20003285

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20031696047 12/16/2003 15:52
20003285-5-9-3-
ELECTRONIC RECORDING

**DECLARATION OF ANNEXATION
AND TRACT DECLARATION**

2/6 THIS DECLARATION OF ANNEXATION AND TRACT DECLARATION is made this 12th day of December, 2003, by KABUTO/SUNCOR JOINT VENTURE, an Arizona general partnership ("Declarant").

WITNESSETH

WHEREAS, Declarant has executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for The Village at Litchfield Park dated November 2, 2001, and recorded on November 2, 2001 as Instrument No. 2001-1026667, in the records of the Maricopa County, Arizona Recorder (the "Declaration"), which covers property known as The Village at Litchfield Park (the "Project"); and

WHEREAS, the real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") is a part of the Annexable Property pursuant to the Declaration; and

WHEREAS, Article 14 of the Declaration provides that the Declarant may from time to time subject portions of the Annexable Property to the Declaration; and

WHEREAS, Article 4, Section 4.1 of the Declaration contemplates that Tract Declarations for parcels of land will be executed and recorded periodically as the development of the Project proceeds and Land Use Classifications are determined; and

WHEREAS, Declarant, as the fee title holder of the Property, now wishes to annex the Property to the real property subject to the Declaration and impose on said Property the Land Use Classification and such additional restrictions and matters as hereinafter set forth all as contemplated and permitted by the Declaration.

NOW, THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

1. Definitions. Unless otherwise provided herein, all capitalized terms used in this Declaration of Annexation and Tract Declaration shall have the same meanings as set forth for such terms in the Declaration.

2. Annexation. The Property is hereby annexed to the Project and the "Property", as that term is defined and used in the Declaration, and shall be held, sold and conveyed subject to the reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges, liens, terms and provisions contained and set forth in the Declaration and said Property shall be a part of the "Property", as that term is defined and used in the Declaration.

3. Land Use Classification. The Land Use Classification of the Property shall be Single Family Residential Use.

4. Additional Covenants, Conditions and Restrictions. In addition to the covenants set forth in the Declaration (including the agreement, by acceptance of a deed for all or any part of the Property, to be bound by the Articles, Bylaws, Design Review Committee and Design Guidelines for The Village at Litchfield Park during the initial platting and development of residential Lots and the construction of Dwelling Units thereon by an Owner within the Property), the Property shall be subject to the following additional covenants, conditions and restrictions:

(a) All improvements constructed or caused to be constructed on the Property must be integrated with Declarant's existing or proposed improvements and existing or proposed improvements on adjacent developments. If any existing improvements are disturbed in the course of construction or installation of such improvements, Owner shall immediately complete any reconstruction necessary to return the existing improvements to their prior condition, or (if approved as required herein) such adjoining improvements may be refinished or modified at the Owner's expense so as to blend with Owner's or neighboring property's improvements and existing improvements. Any modification of existing improvements to accommodate new improvements must be approved in advance by the owner of such improvements as well as the Design Review Committee.

(b) Owner shall, at its sole expense, construct all walls (standard, view, retaining or perimeter, except golf course walls) as defined in the Design Guidelines and cause each to be constructed in accordance with the standards set forth in the Design Guidelines.

5. Landscaping. The Lots upon which structures have been constructed shall be fully landscaped by the Owner in accordance with the provisions of the Design Guidelines for The Village at Litchfield Park. Said landscaping is to be in harmony with surrounding landscaped areas, using drought-resistant plant materials in conformity with the Design Guidelines. All landscape plans must be approved in advance by the Design Review Committee as required by the Declaration.

6. Density. No more than one Single Family Dwelling Unit may be constructed on a Lot.

7. Amendments. This instrument may only be amended as provided in Article 13, Section 13.2 of the Declaration. Any such amendment shall be

recorded and shall be subject to applicable zoning restrictions. The provisions of the Declaration may be amended only in accordance with its terms.

8. Interpretation. This Declaration of Annexation and Tract Declaration shall be considered an integral part of the Declaration and construed with the Declaration as if the provisions hereof were set forth therein as a section thereof. This instrument, and the provisions hereof, shall run with the Property and shall be enforceable in accordance with and as a part of the Declaration.

KABUTO/SUNCOR JOINT VENTURE, an Arizona general partnership

By: SunCor Development Company, an Arizona corporation
Its: Managing Partner

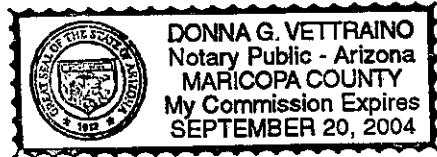
By: _____
Name: Jay T. Ellingson
Title: Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of December, 2003, by Jay T. Ellingson, the Vice President of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, the Managing Partner of KABUTO/SUNCOR JOINT VENTURE, an Arizona general partnership, for and on behalf of the partnership.

My commission expires:
9-20-04

Donna G. Vettrai
Notary Public





Keogh Engineering, Inc.

1616 N. Litchfield Rd., Suite 120 • Goodyear Arizona 85338-1512
(623) 535-7260 • Fax (623) 535-7262 • E-mail: keoeng@qwest.net

EXHIBIT A

Legal Description

SunCor Development Company
Our Job No. 19010
9 October 2002

THE VILLAGE AT LITCHFIELD PARK - PARCEL 8

A portion of the South half of Section 21, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and more particularly described as follows:

Beginning at the Southwest corner of said Section 21; thence North 14° 26' 28" East, a distance of 2140.20 feet to the TRUE POINT OF BEGINNING of the herein described parcel; thence North 63° 56' 46" West, a distance of 116.88 feet; thence North 23° 31' 43" East, a distance of 316.25 feet to a point on a curve, concave Northwesterly, having a radius of 534.24 feet and whose center bears North 63° 07' 15" West from the last described point; thence Northeasterly along the arc of said curve, through a central angle of 15° 24' 50", an arc length of 143.72 feet to a point of non-tangency; thence North 25° 39' 10" East, a distance of 292.70 feet; thence North 36° 41' 40" East, a distance of 318.26 feet; thence North 70° 18' 18" East, a distance of 131.56 feet; thence North 66° 37' 49" East, a distance of 211.12 feet; thence North 82° 13' 48" East, a distance of 336.45 feet; thence South 0° 50' 16" West, a distance of 138.29 feet; thence South 18° 39' 59" East, a distance of 205.05 feet to a point on a curve, concave Northwesterly, having a radius of 185.40 feet and whose center bears North 61° 14' 45" West from the last described point; thence Southwesterly along the arc of said curve, through a central angle of 1° 28' 47", an arc length of 4.79 feet to a point of tangency; thence South 30° 14' 02" West, a distance of 113.17 feet; thence South 43° 19' 49" West, a distance of 222.59 feet; thence South 61° 14' 09" West, a distance of 396.69 feet; thence South 61° 54' 58" West, a distance of 257.04 feet; thence South 84° 43' 57" West, a distance of 125.89 feet to a point on a curve, concave Southeasterly, having a radius of 82.08 feet and whose center bears South 21° 29' 44" West from the last described point; thence Southwesterly along the arc of said curve, through a central angle of 70° 19' 50", an arc length of 100.75 feet to a point of compound curve, concave Southeasterly, having a radius of 256.90 feet and whose center bears South 48° 50' 06" East from the last described point; thence Southwesterly along the arc of said curve, through a central angle of 26° 24' 54", an arc length of 118.44 feet to a point of non-tangency; thence South 18° 22' 08" West, a distance of 129.99 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 607,134 square feet or 13.938 acres, more or less.

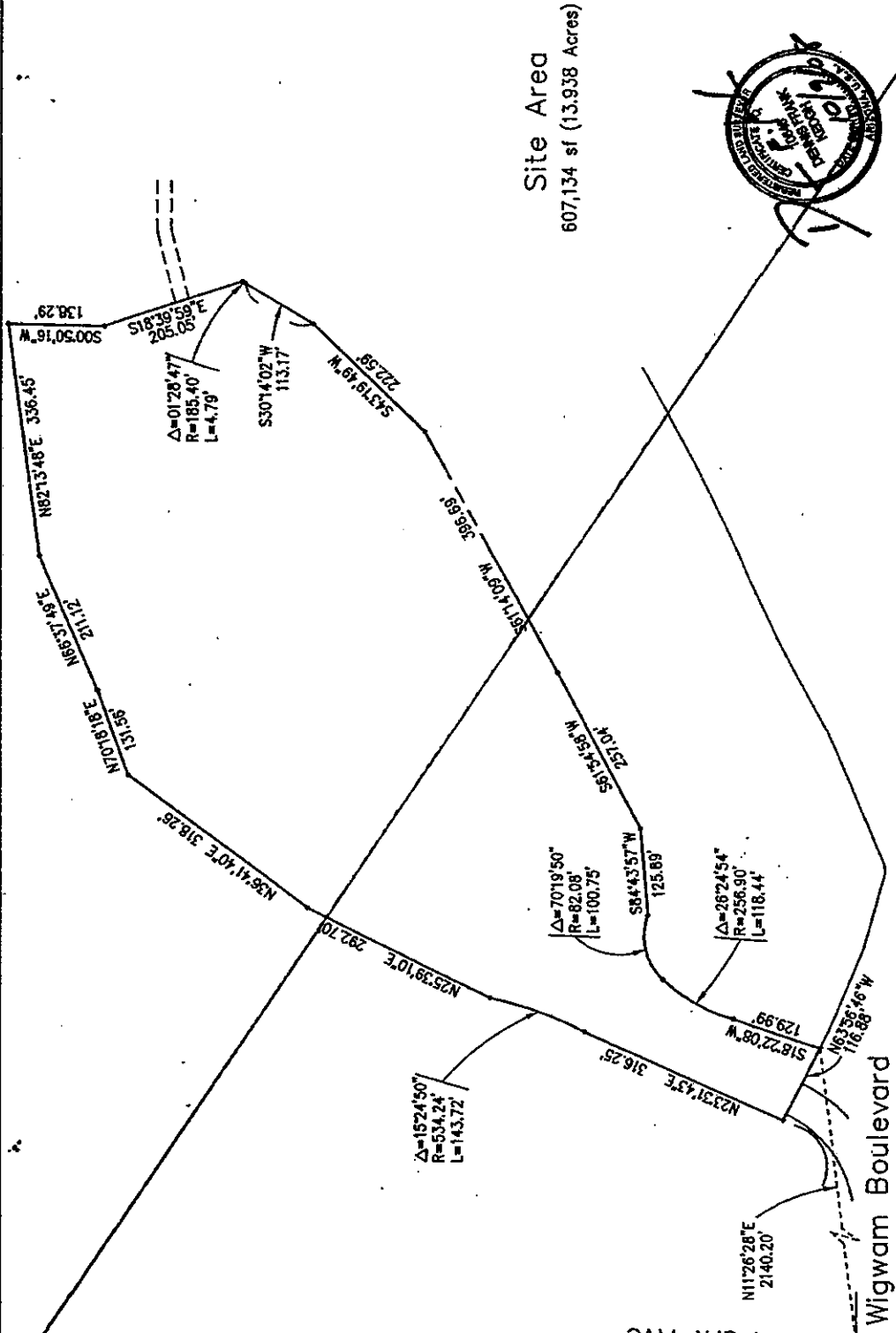
DESCRIPTION
Dictated [Signature]
Typed [Signature]
Proof-1 [Signature]
Proof-2 [Signature]
KEOGH ENGINEERING, INC.



EXHIBIT A

PREPARED FOR:
SunCor Development Corp
 BY: AM
 DATE: Oct 9, 2002 JOB NO. 19010

Parcel 8



CHECKED BY: _____ DATE: _____	SHEET NO.	1
	OF	1
Keogh Engineering, Inc. 1616 H LITCHFIELD ROAD • SUITE 120 • GOODYEAR AZ 85336 PHONE (602) 535-7260 • FAX (602) 535-7262		

Date/Time Plotted: 11/26/02 09:04 OCT-2002 File Name: H:\mcode\mwp\19010-Wigwam of Last Creek\wp-mcode.dwg

Exhibit "A"

Corrected Legal Description

A portion of the West half of Section 21, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 21;
THENCE North 11 degrees 26 minutes 28 seconds East, a distance of 2140.20 feet to the TRUE POINT OF BEGINNING of the herein described parcel;
THENCE North 63 degrees 56 minutes 46 seconds West, a distance of 116.88 feet;
THENCE North 23 degrees 31 minutes 43 seconds East, a distance of 316.25 feet to a point on a curve concave Northwesterly, having a radius of 534.24 feet and whose center bears North 63 degrees 07 minutes 15 seconds West from the last described point;
THENCE Northeasterly along the arc of said curve, through a central angle of 15 degrees 24 minutes 50 seconds, an arc length of 143.72 feet to a point of non-tangency;
THENCE North 25 degrees 39 minutes 10 seconds East, a distance of 292.70 feet;
THENCE North 36 degrees 41 minutes 40 seconds East, a distance of 318.26 feet;
THENCE North 70 degrees 18 minutes 18 seconds East, a distance of 131.56 feet;
THENCE North 66 degrees 37 minutes 49 seconds East, a distance of 211.12 feet;
THENCE North 82 degrees 13 minutes 48 seconds East, a distance of 336.45 feet;
THENCE South 0 degrees 50 minutes 16 seconds West, a distance of 138.29 feet;
THENCE South 18 degrees 39 minutes 59 seconds East, a distance of 235.39 feet;
THENCE South 43 degrees 19 minutes 49 seconds West, a distance of 323.22 feet;
THENCE South 61 degrees 14 minutes 09 seconds West, a distance of 396.69 feet;
THENCE South 61 degrees 54 minutes 58 seconds West, a distance of 257.04 feet;
THENCE South 84 degrees 43 minutes 57 seconds West, a distance of 125.89 feet to a point on a curve concave Southeasterly, having a radius of 82.08 feet and whose center bears South 21 degrees 29 minutes 44 seconds West from the last described point;
THENCE Southwesterly along the arc of said curve, through a central angle of 70 degrees 19 minutes 50 seconds, an arc length of 100.75 feet to a point of a compound curve concave Southeasterly, having a radius of 256.90 feet and whose center bears South 48 degrees 50 minutes 06 seconds East from the last described point;
THENCE Southwesterly along the arc of said curve, through a central angle of 26 degrees 24 minutes 54 seconds, an arc length of 118.44 feet to a point of non-tangency;
THENCE South 18 degrees 22 minutes 08 seconds West, a distance of 129.99 feet to the TRUE POINT OF BEGINNING.

FIDELITY NATIONAL TITLE

RECEIVED
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20040957612 08/17/2004 17:00
8514BS-8-3-1-
ELECTRONIC RECORDING

WHEN RECORDED, RETURN TO:

SunCor Development Company
Attention: Jeffrey V. Romaine
80 East Rio Salado Parkway
Suite 410
Tempe, AZ 85281

BS/BS

173

CERTIFICATE OF AMENDMENT TO DECLARATION
OF ANNEXATION AND TRACT DECLARATION

This Certificate of Amendment to Declaration of Annexation and Tract Declaration (this "Amendment") is made as of this 28 day of June, 2004 by The Village at Litchfield Park Association, an Arizona nonprofit corporation (the "Association"), Kabuto/SunCor Joint Venture, an Arizona general partnership ("Declarant"), Heeter Precision Investments No. 1, Inc., an Arizona corporation ("Heeter"), and MML Real Estate Partners, Inc., an Arizona corporation ("MML").

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for The Village of Litchfield Park dated November 2, 2001 and recorded November 2, 2001 as Instrument No. 2001-1026667 in the records of the County Recorder of Maricopa County, Arizona (the "Declaration") which covers real property known as The Village at Litchfield Park (the "Project").

B. Pursuant to Article 4, Section 4.1 and Article 14 of the Declaration, the Declarant executed a Declaration of Annexation and Tract Declaration dated December 12, 2003 and caused such Declaration of Annexation and Tract Declaration to be recorded on December 18, 2003, as Instrument 2003 -1696047, and re-recorded on February 6, 2004 as Instrument No. 2004 - 0124289 in the records of the County Recorder of Maricopa County, Arizona (the "Tract Declaration") that covers the real property known as The Village at Litchfield Park - Parcel 8 which was legally described on Exhibit A to the Tract Declaration and which has been subdivided as Lots 1 through 58, inclusive, and Tracts A through F, inclusive, The Villas at Litchfield Park, according to the plat recorded in Book 680, Page 9, in the records of the County Recorder of Maricopa County, Arizona (the "Property").

C. As evidenced by the Memorandum of Option recorded with the County Recorder of Maricopa County, Arizona on December 9, 2003 as Instrument No. 2003 - 1696051, and re-recorded on February 9, 2003 as Instrument No. 2004 - 0127936, Heeter granted to Zacher Development Company, L.L.C., an Arizona limited liability company ("Zacher Development") an option to purchase the Property pursuant to the terms of the Option Agreement dated December 9, 2003 between Heeter and Zacher (the "Option Agreement"). By the Assignment of Option Agreement dated April 30, 2004 recorded at Recording No. 2004 - 0479987, in the records of the County Recorder of Maricopa County, Arizona, Zacher Development assigned all of its right, title and interest under the Option Agreement to MML.

D. Pursuant to the terms of the Option Agreement, MML has acquired fee title to Lots 3, 4, 5, 13 through 19, 24, 50, 51, 52 and 53 of the Property. Heeter owns fee title to all of the Lots in the Property, except for the Lots acquired by MML.

E. The Declarant, Heeter and MML desire to amend the Tract Declaration pursuant to Article 13, Section 13.2 of the Declaration to designate certain portions of the Property as Association Land and a Parcel Assessment Area and to impose certain additional covenants, conditions, restrictions and easements upon the Property.

AMENDMENT

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

1. Definitions. Unless otherwise defined in this Amendment, each capitalized term used in this Amendment shall have the meaning given to such term in the Declaration.

2. Designation of Association Land and Parcel Assessment Area. Tracts A through F, inclusive, The Villas at Litchfield Park, according to the plat recorded in Book 680, Page 9, in the records of the County Recorder of Maricopa County, Arizona (the "Subdivision Common Area") are hereby designated as Association Land to be owned by the Association. The Subdivision Common Area is hereby designated as a Parcel Assessment Area for the sole or primary benefit of the Owners of the Lots within the Property. Pursuant to Article 7, Section 7.13 of the Declaration, all estimated costs and expenses, including any allocations to reserves, of the Association pertaining to the maintenance, repair and replacement of the Parcel Assessment Area shall be shown separately in the budget adopted by the Board and shall be assessed solely against the Lots within the Property. The Parcel Assessment for the Parcel Assessment Area shall commence on the date the Parcel Assessment Area is conveyed to the Association. All landscaping and other improvements to be constructed upon the Parcel Assessment Area shall be completed by MML prior to the conveyance of the Parcel Assessment Area to the Association.

3. Limitation on Use of Subdivision Common Area. The Subdivision Common Area shall be for the exclusive use and enjoyment of the Owners and Residents of the Lots within the Property. Every Owner and Resident of a Lot within the Property shall have a non-exclusive easement for the use and enjoyment in and to the Subdivision Common Areas which shall be appurtenant to and shall pass with title to every Lot. All Residents within the Property, other than Owners, shall have a non-exclusive, non-transferable temporary easement to use and enjoy the Subdivision Common Areas so long as they remain Residents. The easement and right of use to the Subdivision Common Area shall be subject to the limitations set forth in Article 3, Section 3.1 of the Declaration.

4. No Build and Maintenance Easements.

(a) Every Lot within the Property (other than Lots 24, 42, 49 and 58) shall be subject to a No Build and Maintenance Easement (the "Easement"). The boundaries and dimensions of the Easement on each Lot are set forth on the Plat. Each Easement shall be for the benefit of and shall be appurtenant to the Lot adjoining the Easement. By way of illustration, the Easement on a portion of Lot 2 is for the benefit of and shall be appurtenant to Lot 1. Each Lot benefited by an Easement shall be referred to in this Paragraph as "Benefited Lot" and each Lot burdened by an Easement shall be referred to in this Paragraph as a "Burdened Lot." The portion of a Lot subject to the Easement shall be referred to in this Paragraph as an "Easement Area."

(b) Each Easement shall be for the purpose of: (i) the encroachment of any overhang which is attached to the Dwelling Unit located on the Benefited Lot; (ii) drainage from the roof of the Dwelling Unit constructed on the Benefited Lot on to the Easement Area; (iii) maintenance, repair and replacement of the Dwelling Unit located on the Benefited Lot and any authorized fence constructed on or near the boundary of the Benefited Lot and the Burdened Lot and treatment of the soil to eradicate pests within or adjacent to the Dwelling Unit constructed on the Benefited Lot; and (iv) drainage over, across and upon the Easement Area for water resulting from the normal use of the Benefited Lot. The Owner of a Burdened Lot shall not construct or install any improvement on or in the Easement Area that will impede drainage from the Benefited Lot. Except in the event of an emergency, prior to entering an Easement Area for maintenance purposes permitted by this Section, the Owner of the Benefited Lot shall notify the Owner of the Burdened Lot and shall schedule a mutually convenient time to perform the maintenance. The Owner of the Benefited Lot shall have no liability for damage to or removal of any landscaping or other Improvements in the Easement Area which is necessarily occasioned by such repair, maintenance or restoration; provided, however, that the Owner of the Benefited Lot shall use reasonable care to avoid damage to any furniture, fixtures, or equipment and landscaping within the Easement Area.

(c) The grant of each Easement is subject to the right of the Owner of the Burdened Lot to utilize the Easement Area for landscaping consisting of flowers, shrubs, ground cover and sprinkler and swimming pool decking and patio decking if the top surface of the patio or swimming pool decking is at least six inches (6") below the finished floor elevation of the Dwelling Unit of the Benefited Lot. The Easement Area may also be used for the placement of air conditioning equipment and readily movable outdoor furniture, portable barbeque equipment and other portable items. The Owner of a Burdened Lot shall not interfere with the use of the Easement Area by the Owner of the Benefited Lot. The Owner of a Burdened Lot shall be responsible for the maintenance and repair of the Easement Area although benefiting the adjoining Benefited Lot.

(d) Notwithstanding anything in this Declaration to the contrary, the Owner of a Burdened Lot shall not construct any structure, landscaping or other improvement on, in or about the Easement Area without the approval of the Design Review Committee to the extent such approval is required by the Declaration. The Owner of the Burdened Lot shall also obtain whatever permits or other consents may be required by law to construct such structures, landscaping or other improvements.

(e) The Owner of a Burdened Lot shall not be liable for any loss, cost, damage or expense arising out of any accident or other occurrence causing death of or injury to any person and/or damage to any property by reason of the Benefited Lot Owner's use of the Easement Area, and the Owner of each Benefited Lot agrees to indemnify and hold harmless the Owner of each adjoining Burdened Lot, its heirs, successors and assigns for, from and against each and every loss, cost, damage and expense (including attorneys' fees) arising from such accident or occurrence.

(f) Each Easement shall be appurtenant to the applicable Benefited Lot, shall run with the applicable Benefited Lot and shall inure to the benefit of and be binding upon the Owner of the applicable Benefited Lot and such Owner's heirs, personal representatives, successors and assigns. The rights and obligations of the Owner of the applicable Burdened Lot shall run with the applicable Burdened Lot and shall inure to the benefit of and be binding upon the Owner of the applicable Burdened Lot and such Owner's heirs, personal representatives, successors and assigns.

5. Airport Disclosure. The Property is subject to attendant noise, vibrations, dust and all other effects that may be caused by overflights and by the operation of aircraft landing at or taking off from Phoenix-Goodyear Airport and Luke Air Force Base.

6. Height Limitation. No two story residences shall be permitted on Lots 43, 44, 45, 46, 50, 51, 52 and 53 of The Villas at Litchfield Park, according to the plat recorded in Book 680, Page 9, in the records of the County Recorder of Maricopa County, Arizona.

7. Maintenance of Subdivision Common Area. Zacher Development shall maintain, repair and replace all private streets, sidewalks, signage and street lighting, landscaping and other improvements constructed on the Subdivision Common Area until such time as such improvements are completed and the Association accepts the responsibility for the future maintenance, repair and replacement of the Subdivision Common Areas.

8. Parking Restrictions.

(a) Vehicles. No motor vehicle classified by manufacturer rating as exceeding three-quarter (3/4) ton, mobile home, trailer, camper shell, detached camper, boat, boat trailer, hang glider, aircraft or other similar equipment or

vehicle or attachments or accessories thereto may be parked, stored, maintained, constructed, reconstructed, or repaired on any Lot, street, Private Access Way or Common Area, within the Project so as to be Visible From Neighboring Property. No automobile, motorcycle, motor bike, motorized hang glider, aircraft or other vehicle of any kind or attachment or accessories thereto shall be constructed, reconstructed or repaired on any Lot, Private Access Way, or Common Area within the Property, and no commercial vehicles, inoperable vehicle, or any vehicle not used on a regular and recurring basis for basic transportation, may be stored or parked anywhere on the Project so as to be Visible From Neighboring Property, except in the event of an emergency. For purposes of this paragraph, commercial vehicles shall include all vehicles used for commercial purposes, displaying advertising or any other commercial signage or lettering, or any vehicles containing exposed ladders, tools, or other equipment (whether or not actually used for commercial purposes). Garages are intended to be used for overnight parking of motor vehicles within the Project; provided, however, that it shall be permissible for one (1) motor vehicle belonging to a current overnight guest of the Owner of a Lot to be parked in the driveway of the Owner's Lot for a period not to exceed five (5) consecutive days and no more than ten (10) days per month. All motor vehicles of Owners and their lessees shall be kept in garages whenever such facilities are sufficient to accommodate the number of motor vehicles on a Lot. Motor vehicles shall be permitted to park within the Project only on paved driveways on the Lots, except that parking on the one side of the Private Access ways not designated as a No Parking Area shall be permitted within the Project for deliveries, short-term guests and invitees (as determined by the Board).

(b) Private Access way. No vehicle shall be parked on a Private Access Way, except for vehicles of Owners or guests of Owners which may be parked on the one side of the Private Access Way not designated as a No Parking Area, on a short-term basis (as determined by the Board), provided that the requirements of Subsection (a) above have been satisfied.

(c) Driveway Parking. Vehicles shall be parked in driveways so as to avoid interfering with the safe and orderly ingress and egress by other Owners and their guests to, and from, the driveways and walkways on the other Lots. No part of any vehicle parked in any driveway shall overhang, to any extent, the edge of any driveway, not including the curb. Garage doors shall be kept entirely closed, except to the extent necessary for access to and from the garage for vehicles and equipment.

(d) Towing of Vehicles. The Board, through its managing agent, shall have the right to have any vehicle which is parked, kept, maintained, constructed, reconstructed or repaired on a Lot, the Common Area, or a Private Access Way in violation of this Tract Declaration, or the Master Declaration, including any rules and regulations as promulgated in connection therewith, immediately towed away without notice at the sole cost and expense of the owner of the vehicle. Any expense incurred by the Association in connection with the towing of any vehicle

shall be paid to the Association upon demand by the owner of the vehicle. If the vehicle is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner provided for in the Declaration for the collection of Assessments. Each Owner hereby grants an easement to the Association and its directors, officers, employees, agents and contractors to enter upon the Owner's Lot for the purpose of towing any vehicle pursuant to the provisions of this Section.

(e) Garages and Driveways. Garages are to be used for the purpose of parking motor vehicles. The interior of all garages or carports shall be maintained in a neat, clean and sightly condition. Garages and carports shall be used only for the parking of vehicles and shall not be used or converted for living or recreational activities or storage (if such storage restricts the parking of cars in the garages) without the prior written approval of the Board.

The Village at Litchfield Park Association, an Arizona nonprofit corporation

By: [Signature]
Its: President

Kabuto/SunCor Joint Venture, an Arizona general partnership

By: SunCor Development Company, an Arizona corporation

Its: Managing Partner
By: [Signature]
Its: Vice President

Heeter Precision Investments No. 1, Inc., an Arizona corporation

By: [Signature]
Its: President

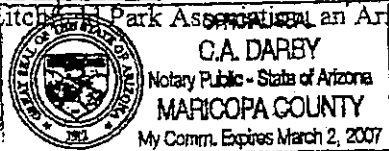
MML Real Estate Partners, Inc., an Arizona corporation

By: Mark A. Lopez

Its: President

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of August, 2004, by Joe T. Ellingson, the President of The Village at Litchfield Park Association, an Arizona nonprofit corporation, on behalf of the corporation.

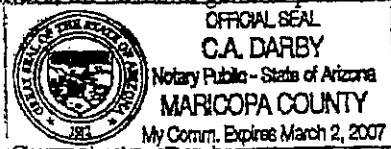


[Signature]
Notary Public

My Commission Expires:
3/2/07

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of August, 2004, by Joe T. Ellingson, the Vice President of SunCor Development Company, an Arizona corporation, the managing partner of Kabuto/SunCor Joint Venture, an Arizona general partnership on behalf of the partnership.



[Signature]
Notary Public

My Commission Expires:
3/2/07

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 28 day of June, 2004, by Christ Heeter the President of Heeter Precision Investments No. 1, Inc., an Arizona corporation, on behalf of the corporation.



Rhonda Rigg
Notary Public

My Commission Expires:

NOV. 7, 2006

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of June, 2004, by Paul A. Leggie the President of MML Real Estate partners, Inc., an Arizona corporation, on behalf of the corporation.

M. A. Lemay
Notary Public

My Commission Expires:

April 13, 2007

