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SunCor Development Company  
Attn: Jeffrey V. Romaine  
3838 North Central Avenue, Suite 1500  
Phoenix, Arizona 85012



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2002-0086020 01/28/02 15:05  
4 OF 4

SCHUERMAN

**TRACT DECLARATION  
For Lots 200 through 212 and 217 through 233  
THE VILLAGE AT LITCHFIELD PARK PHASE I**

THIS TRACT DECLARATION is made this 25<sup>th</sup> day of Jan,  
2002, 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 Phase I (the "Project"); and

WHEREAS, the following described real property (the "Property") located in Litchfield Park, Maricopa County, Arizona, is part of the Project and is subject to the Declaration:

Lots 200 through 212 and 217 through 233, inclusive, of The Village at Litchfield Park Phase I according to the final Plat thereof recorded in Book 575 of maps, page 33 of the official records of Maricopa County, Arizona, recording number 2001-0966039 (the "Plat"); and

WHEREAS, Article 4 of the Declaration contemplates that Tract Declarations for portions of the Project 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 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 Tract Declaration shall have the same meanings as set forth for such terms in the Declaration.

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

3. 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 (the "Design Guidelines") 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 necessary for the development of the Property pursuant to approved plans and in accordance with the Declaration and the Design Guidelines, including but not limited to standard, view, retaining, perimeter, and golf course walls as defined in the Design Guidelines and cause all walls to be constructed in accordance with the standards set forth in the Design Guidelines.

4. 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. 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.

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

6. Parcel Assessment Area. The Property is hereby designated as a Parcel Assessment Area pursuant to Article 1, Section 1.36 of the Declaration, and shall be subject to Parcel Assessments pursuant to Article 7, Section 7.13 thereof which shall be in addition to the Annual Assessments and any other assessments assessed against the Property by the Association pursuant to the Declaration. The Parcel Assessments levied by the Association shall be used exclusively for the upkeep, maintenance and other matters related to the Property as permitted pursuant to the Declaration.

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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 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 joint partnership

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

By: [Signature]  
Name: Jay T. Ellingson  
Title: Vice President

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2002 by Jay T. Ellingson, the Vice President of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, for and on behalf of the corporation.

My commission expires:  
September 28, 2003

[Signature]  
Notary Public

