

**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**EXHIBIT “C”**  
**REVISIONS**

**All recently approved changes are listed in italics.**

## **EXHIBIT "C"**

### **Use Restrictions**

(1) General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association consistent with this Declaration and any Supplemental Declaration), subject to applicable laws. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Declaration and the Association shall have standing and the power to enforce such standards.

(2) Prohibited Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

(a) Posting of signs of any kind, including posters, circulars, campaign signs, political signs, and billboards, except those required by law and except as permitted by the Design Guidelines or the Declaration, on any Lot, Common Area, or right-of-way;

(b) Subdivision of a Lot into two or more Lots after a subdivision plat including such Lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any Lot, except that the Declarant and Builders, with Declarant's consent, shall be permitted to subdivide or change the boundary lines of Lots which they own;

(c) Active use of lakes, ponds, streams, or other bodies of water within the Properties, including any golf course, except that the Association and its agents shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas. The Association shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or other bodies of water within or adjacent to the Properties;

(d) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Dwelling Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Vacation Villas or Dwelling Units which it owns;

(e) Occupancy of a Dwelling Unit by more than two persons per bedroom in the Dwelling Unit;

(f) Capturing, trapping or killing wildlife within the Properties, except (i) in circumstances posing an imminent threat to the safety of persons or pets using the Properties; (ii) when authorized and supervised by the Board in accordance with a game management program and with the consent of the Declarant as long as it owns any property described in Exhibits "A" or "B"; or (iii) the Declarant shall have the right to remove water fowl from any golf course. *The use of "live" rabbit traps is allowed under conditions specified in the Residential Design Guidelines;*

(g) Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Properties or which result in unreasonable levels of sound or light pollution;

(h) Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials (as may be determined in the Board's reasonable discretion and as defined by applicable law) anywhere within the Properties;

(i) Discharge of firearms or explosives within the Properties. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size;

(j) Parking of any vehicle (including, but not limited to, any car, truck, motorcycle, boat, or trailer) containing or displaying a "for sale" sign, or other indication of being "for sale," in any driveway or other portion of any Lot, or on any street or any portion of the Common Area; and

(k) Any business, trade, garage sale, moving sale, *estate sale*, rummage sale, or similar activity, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve regular visitation of the Lot or Dwelling Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The leasing of a Dwelling Unit shall not be considered a business or trade within the meaning of this subsection. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling Units may be leased only in their entirety. No fraction or portion may be leased. No structure on a Lot other than the primary residential Dwelling Unit shall be leased or otherwise occupied for residential purposes; provided, each Lot may contain an Ancillary Unit which is attached to or detached from the primary Dwelling Unit and is used for ancillary residential purposes (and is not available for independent sale or leasing). There shall be no subleasing of Dwelling Units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing.

No transient tenants may be accommodated in a Dwelling Unit, and all leases shall be for an initial term of no less than 30 days, except: (i) with the prior written consent of the Board; (ii) as initially authorized by Declarant in a Supplemental Declaration for Lots located within certain Neighborhoods; or (iii) in a Vacation Villa. As long as the Declarant owns any property described in Exhibits "A" or "B" neither the Board nor the Members may amend this provision to prohibit leasing of Vacation Villas or Dwelling Units within certain Neighborhoods authorized by Declarant for rental to transient tenants and for a term less than 30 days.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing by Owners other than Declarant.

The above paragraphs (a), (g), and (k) shall not apply to any activity conducted by the Declarant, or a Builder approved by the Declarant, with respect to the development and sale of Lots within 'the Properties, Declarant's use or operation of Vacation Villas, timeshare, or similar programs, or Declarant's use of any Lots which it owns within the Properties, including the construction and maintenance of model homes.

(3) Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Except as may otherwise be provided in the Design Guidelines, exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, telephone, or other electric currents, power, or signals of any kind unless completely contained within the Lot so as not to be visible from other Lots, Common Area, or Private Amenities by any Person, six feet in height, standing at foundation level on any Lot, Common Area or Private Amenity (hereafter, "Visible From Neighboring Property") or otherwise approved pursuant to Article XI; provided, the Declarant and the Association shall have the right, but not the obligation, to erect or install and maintain such apparatus, even if Visible From Neighboring Property, for the benefit of all or a portion of the Properties;

(b) Walls, dog runs, animal pens, or fences of any kind on any Lot except as approved in accordance with Article XI;

(c) Open garage doors. Garage doors shall remain closed at all times except when entering and exiting the garage *or when working in the garage*;

(d) Stand-alone flagpoles *in front yard (permitted only in rear yard within RDG's specifications)*, clotheslines, or other outside facilities for drying or airing clothes;

(e) Detached garages;

(f) Excessive exterior lighting on any Lot, including lighting which causes unreasonable glare, unless necessary for public safety purposes on, or lighting of, Private Amenities or Common Area. The Board shall in its sole discretion determine whether any exterior lighting is excessive;

(g) Tents, shacks, or temporary structures on any Lot except as approved in accordance with Article XI or as may be authorized by the Declarant during initial construction within the Properties. Temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair;

(h) Temporary or permanent storage buildings or sheds, whether prefabricated, metal or of any other construction whatsoever, which are Visible from Neighboring Property. No furniture, fixtures, firewood, appliances, machinery, equipment, or other goods or chattels which are not in active use shall be stored in any building or any Lot or Common Area in such a manner as to be Visible from Neighboring Property; provided, however, this restriction shall not apply to the property of the Association, the Declarant, or any Builder (to the extent approved by the Declarant). Notwithstanding the foregoing, an Owner may be permitted to construct or place a gazebo, pergola, or similar structure within the rear yard of a Lot if in conformance with the Design Guidelines and all applicable zoning ordinances and otherwise approved pursuant to Article XI;

- (i) Outdoor playground equipment (except within any Common Area); and
  - (j) Designs in landscaping softscape or hardscape that appear unnatural or cause a distraction or are otherwise limited or prohibited by the Design Guidelines; (e.g., words, initials, or images). All landscaping shall be maintained in accordance with the Community-Wide Standard.
- (4) Rules Regarding Pets. Raising, breeding, or keeping of animals, insects, or poultry of any kind is prohibited in the Properties except in accordance with the following:
- (a) Occupants of Dwelling Units may keep a total of three cats and/or dogs and a reasonable number of other usual and common household pets on a Lot;
  - (b) Pets shall be confined to the Lot or kept on a leash at all times;
  - (c) Owners of pets shall be responsible for the immediate removal and disposal of all solid animal waste of such owners’ pets;
  - (d) No pet shall be allowed to make objectionable noises or an unreasonable amount of noise (as determined in the reasonable discretion of the Board);
  - (e) Pets which are permitted to roam free, make objectionable or excessive noise, leave waste in the Properties, endanger the health or safety of occupants of other Dwelling Units, or constitute a nuisance or inconvenience to occupants of other Dwelling Units shall be removed upon request of the Board. If the pet owner fails to honor the request, the Board may remove the pet; and
  - (f) *A maximum of three (3) hummingbird feeders in the landscaped area. No other type of bird feeders are permitted, i.e., quail blocks, seed feeders, etc. No birdhouses are permitted.*

This Section (4) shall not apply to prohibit the Declarant or the Association from permitting, tolerating, or encouraging use of the Properties, including bodies of water within the Properties, by animals, birds, or other wildlife.

- (5) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other portion of the Properties. Woodpiles or other material shall be stored in a manner so as not to be Visible From Neighboring Property and so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other portion of the Properties. Without limiting the generality of any of the foregoing provisions, the Board shall be permitted to establish and enforce reasonable restrictions and guidelines with respect to noise levels originating from a Lot and with respect to the placement and use of noisemaking apparatus on any Lot. No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or

might be unsafe or hazardous to any Person or property. No open fires shall be lighted or permitted on the Properties, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace. No odors shall be permitted to arise or emit from any Lot, which are offensive or detrimental to any neighboring property, as determined in the discretion of the Board.

Normal construction activities and parking in connection with the building of improvements on a Lot 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 consistent with the Community-Wide Standard. During construction periods, trash and debris shall not be permitted to accumulate and shall be removed or placed in appropriate trash containers on a daily basis. Supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved in accordance with Article XI. 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 in accordance with Article XI, which may also require screening of the storage areas. The Declarant, for so long as it owns any property described in Exhibits "A" or "B", and, thereafter, the Board, in its sole discretion, shall have the right to determine the existence of any such nuisance.

(6) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size and style which are approved in accordance with Article XI and the Design Guidelines. In no event shall such containers be Visible From Neighboring Property except to be available for collection and then only for the shortest time reasonably necessary for such collection. All rubbish, trash, or garbage shall be removed from the Lots and Common Area and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. *All trash containers shall be in-ground containers as provided by Del Webb. All replacement containers are the responsibility of the homeowner. No other trash containers will be allowed. Trash outside the approved in-ground containers may not be placed outside the house before 6:00 p.m. the day before scheduled pick-up.*

(7) Trucks, Trailers, Recreational Vehicles, Campers, and Boats. No motor vehicle classed by manufacturer rating as exceeding one ton, recreational vehicle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot, Common Area, or on any street within the Properties; provided, however, that the provisions of this subsection shall not apply to cleaning, loading or unloading and short-term parking which shall be permitted for a cumulative period not to exceed 72 hours in any calendar month. The provisions of this subsection shall not apply to: (a) pickup trucks of one ton or less capacity with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes and/or passenger vans not exceeding seven feet in height and eighteen feet in length, which are used on a regular and recurring basis for basic transportation, are parked in a garage or enclosed shelter permitted by this Declaration, constructed as an integral part of the Lot, and maintained in the same manner as all other parts of the Dwelling Unit constructed thereon; and (b) trucks, trailers and campers parked in areas designated for parking in non-residential land use classifications in connection with permitted commercial activities conducted in such non-residential land use classifications. None of the vehicles described above, or any other vehicle, may be used as a living area or otherwise occupied while located on the Properties.

(8) Motor Vehicles. No automobile, motorcycle, motorbike, or other motor vehicle shall be constructed, reconstructed, or repaired upon any Lot, Common Area or street within

the Properties, and no inoperable vehicle may be stored or parked on any Lot so as to be Visible From Neighboring Property; provided, however, that the provisions of this subsection shall not apply to emergency vehicle repairs. The provisions of this subsection shall not apply to motor vehicles and equipment owned or operated by the Declarant, Builders (to the extent approved by Declarant) or the Association and parked in designated maintenance areas.

(9) Parking. It is the intent of the Declarant to restrict on-street parking as much as possible. Vehicles of all occupants of Dwelling Units and of their guests are to be kept in garages, carports, and residential driveways, and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles on a Lot; provided, however, this subsection shall not be construed to permit the parking in the above described areas of any vehicle whose parking within the Properties is otherwise prohibited or the parking of any inoperable vehicle.

(10) Diseases and Insects. Owners shall not permit any thing or condition to exist upon any Lot that is likely to induce, breed, or harbor infectious plant diseases or noxious insects.

(11) Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian pathway, golf cart path, or other area from ground level to a height of eight feet without prior approval in accordance with Article XI.

(12) Swimming Pools. In addition to any requirements set forth by the Declarant or the Board or in the Design Guidelines, no swimming pool, spa, pond, or other man-made body of water may be constructed, installed, or maintained on any Lot in violation of any applicable local government pool ordinances, including, but not limited to, the Maricopa County Swimming Pool and Protective Enclosure criteria. This shall include compliance with any requirements as to the construction and maintenance of walls or fences.