

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

"Declarant" shall mean and refer to the above recited Declarant and/or any Person or Persons to whom all or a portion of Declarant's rights reserved to the Declarant under this Declaration and its amendments are assigned pursuant to a written, Recorded instrument expressly assigning such rights.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

"Deed" shall mean a Deed or other instrument conveying the fee simple title in any portion of the Property from one Owner to another Owner.

"Deficiency Assessments" shall mean Assessments which are imposed against Lots owned by Declarant and Builders pursuant to the provisions of *Section 8.5* below.

"Design Guidelines" shall mean those architectural and design guidelines established by the Architectural Committee pursuant to the provisions of *Article 5* below.

"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.

"Exempt Property" shall mean the following parts of the Property:

(a) All land and improvements owned by or dedicated to and accepted by the United States of America, the State of Arizona, [_____ County/City of _____] or any other political subdivision, for as long as any such entity or political subdivision is the owner thereof or for so long as said dedication remains effective;

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

"First Mortgage" shall mean a deed of trust or mortgage Recorded against a Lot which has priority over all other deeds of trust or mortgages recorded against the same Lot.

"Improvements" shall mean all infrastructure improvements, streets, walls, landscaping, buildings, including Dwelling Units, and other structures constructed by Declarant, any Builder or their respective contractors and subcontractors on the Property subject to this Declaration.

"Initial Property" shall mean the real property legally described in *Exhibit "A"* attached hereto, which shall initially be all of the real property subject to this Declaration.