

TALAVI
BUSINESS PARK

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I. INTRODUCTION

Talavi is a master-planned development, which effectively combines land and buildings for commercial, office, and light industrial uses. The employment and commercial uses complement each other to create a desirable environment for all that locate at Talavi. A Talavi Master Plan is attached as **Appendix A**.

The Commercial area is located north of Talavi Boulevard and is consistent with the development pattern that has occurred along Bell Road. This area contains a mix of destination retail uses and service retail uses. Commercial pad uses such as restaurants, banks, and small retail users are a necessary and complementary function of a large business park and will blend with the larger commercial area at this intersection. The design of these uses and their relationship to the perimeter streets and to the interior of the Business Park will be carefully controlled.

The Business Park area is located south of Talavi Boulevard and is in an outstanding location because of its access to three freeway interchanges and is destined to become the leading business center in the Northwest Valley. This area is visualized as having larger light industrial, research and development, or office uses aligned along Talavi Boulevard. The setbacks, landscaping and architectural treatments will receive special attention.

Design and development of the project shall be in accordance with the Declaration of Covenants, Conditions, and Restrictions ("Declaration"), the Development Guidelines ("Guidelines") and the Talavi Development Plan, which are for the purpose of enhancing, maintaining, protecting, and improving the values and amenities in the project.

The Guidelines are referenced to and supplement the Declaration, which governs all development within the Property. Should there be a conflict between any provision of the Guidelines and any provision of the Declaration, the Declaration will govern. The Declaration and Guidelines are designed to complement and supplement local government and municipal regulations, and where conflicts occur, the most rigid requirements shall prevail.

The Declaration and Guidelines are intended to protect owners and occupants against undesirable or improper uses and substandard design. The users of Lots will be motivated to preserve the positive qualities of the development through mutual cooperation and by enforcing the literal meaning and spirit of the Guidelines.

A Glossary of Terms is attached as **Appendix B**.

II. DESIGN REVIEW AND APPROVAL PROCEDURES

The Declaration reserves to the project Developer ("Developer"), the right to review and approve or disapprove all improvement plans. The Developer will appoint members to the Talavi Architectural Review Committee ("TARC") to perform all review and approval functions on its behalf.

A. PRELIMINARY SUBMITTAL

Drawings, designs and materials must be accurate and complete in order to be considered by the TARC. Submittals will be reviewed with special attention to applicable design criteria. Separate and progressive submittals regarding site improvements shall be made as follows:

1. Schematic Plans.

Three (3) sets of schematic plans and preliminary specifications shall be submitted for the review of the TARC. These drawings shall be reviewed by the TARC to determine that the Property Owner and Owner's architect understand the parameters of the design criteria. Each Owner's architect will be registered in the State of Arizona. The drawings shall include:

- a. Site plan
- b. Floor plans
- c. Building elevations, including clarification of design and material selections
- d. Landscape plans for all areas with material descriptions
- e. Sign package including size, location and description
- f. Lighting plans including fixture and pole information
- g. Building pad elevations relative to street and curb elevations
- h. Site drainage plan

B. FINAL SUBMITTAL

Final plans and specifications for all developments within the Property must be submitted to, and approved by, the TARC prior to the commencement of any construction. However, prior to submitting final plans to the TARC, the Owner shall have gone through preliminary development plan approval processes with the TARC and the City of Glendale. In addition, each Owner is responsible for acquiring all necessary permits, adherence to governmental regulations, and the payment of all fees associated with Owner's development. A non-refundable fee of \$1,000.00 payable to the TARC shall accompany the Owner's preliminary submission. All plans submitted for review shall be accompanied by a completed Development Approval Application. A copy of this application is attached as **Appendix C**. Any preliminary drawings that are submitted without the \$1,000.00

fee and completed application will be rejected. Separate and progressive submittals regarding site improvement shall be made as follows:

The Owner shall submit three (3) complete sets of the required information to the TARC. One (1) set will be returned to the Owner with comments. Should the TARC require changes in plans or specifications, the changes shall be made by the Owner and three (3) sets of the amended plans and specifications prior to, or after the start of construction, must be submitted to and approved by the TARC prior to commencement of work on the affected portions of the Improvement. In the event resubmission of Application is necessary, the TARC may require an additional filing fee.

Any application for a Lot which shares a Common Access Easement with an adjoining Lot owned by an Owner other than the applicant/Owner shall contain a true and complete copy of any agreement between the applicant/Owner and the Owner of such adjoining Lot regarding the location of the Improvements, and the sharing of the cost therefore, for the Common Access Easement. In the event the applicant/Owner fails to submit such an agreement with its application, the TARC, at its option, shall notify the Owner of the adjoining Lot of such application, and shall permit such Owner to appear before the TARC prior to the date the TARC shall make its decision on the application.

Each application shall be accompanied by the information listed below. In addition, Owners shall submit any additional information requested by the TARC to allow full evaluation of compliance with the Declaration and the Guidelines.

1. Development Approval Application. (See **Appendix C**)

All plans submitted for review must be accompanied by a completed Development Approval Application.

2. Site Plan(s). (See Section III--Site Development Standards)

Show location and dimensions of the following:

- a. Setbacks for buildings, structures, and parking areas
- b. Buildings, structures, storage, loading, mechanical/ electrical, trash, and retention areas
- c. Parking areas, parking structures, parking canopies, total number of parking spaces provided, landscaped areas
- d. All means of ingress to and egress from the site, including driveways and pedestrian walkways
- e. Screening of all areas required by the Guidelines and the City of Glendale

3. Site Engineering Information. (See Section III--Site Development Standards)

Show location and dimensions of the following:

- a. Surface drainage, grading, and storm retention including calculations
- b. Utility connections
- c. Elevations of parking areas

4. Architectural Plan(s). (See Section IV--Architectural Design Standards)

- a. Building(s) elevations
- b. Floor plans with finished floor elevations
- c. Building materials and colors
- d. Brief description of mechanical systems including screening treatment of all mechanical equipment
- e. Exterior site lighting (include fixture selection)

5. Landscape Plan. (See Section V--Landscape Standards)

- a. A complete plant list (include location, size, symbol, and species of all plant material)
- b. Irrigation plan
- c. Landscape grading plan, consistent with overall site surface drainage and grading plan
- d. Size, location, and type of all plant material
- e. Location of all utilities, include double-check valves

6. Signage Plan. (See Section VI--Sign Standards)

- a. Size and location of all Sign and Site Furniture
- b. Materials and color
- c. Lighting
- d. Messages, including all graphics, copy, and layout

III. SITE DEVELOPMENT STANDARDS

A. SITE USES—BUSINESS PARK

The majority of the uses permitted in the Business Park District predominantly conform with the uses listed in Sections 5.812 and 5.814, the Business Park section of the Glendale Zoning Ordinance. However, some additional uses have been added to the permitted use list and to the uses which require a Conditional Use Permit.

1. Permitted Uses.

- a. Office for professional, administrative, clerical, financial, medical or other business or professional services.
- b. Laboratories for research and product development.
- c. Manufacturing or assembly of finished products, so long as the primary use of the property is not the basic processing and compounding of raw materials.
- d. Medical and dental laboratories.
- e. Motion picture productions, radio and television broadcast studios, but not including transmitter towers.
- f. Health clubs.
- g. Commercial, trade or business schools.
- h. Full service restaurants.
- i. Financial institutions.
- j. Barber and beauty shops.
- k. Business support services.
- l. Laundry, cleaning and dyeing establishments limited to:
 - (1) Maximum 1,000 square feet of floor area to be occupied by or devoted to machinery to be used for laundry, cleaning, dyeing and finishing work.
 - (2) Retail service to individual customers only and no wholesaling to any commodity or service shall be permitted.

- m. Child care center.
 - n. Fast food restaurants without drive-in or drive-thru facilities.
 - o. Limited service hotel.
 - p. Manufacture, assembly, testing and repair of electrical/electronic devices and components.
 - q. Plastic products assembly.
 - r. Studio/office for industrial designing, model making, sculpture, architecture, engineering, planning, drafting, general designing and ceramic arts.
2. Permitted Uses—Requiring a Conditional Use Permit from the City of Glendale.
- a. Public/semi public buildings and facilities.
 - b. Motels/hotels with conference and convention facilities.
 - c. Self service storage facilities, for storage purposed only.
 - d. Wholesale sales and distribution of finished goods.
 - e. Incidental commercial retail sales other than those otherwise permitted.
 - f. Automobile, boat, motorcycle and recreational vehicle dealerships.
 - g. Assisted care living facility.
 - h. Skilled nursing care facility.

3. Building Heights and Setbacks.

These development standards shall apply to all Business Park parcels within Talavi Business Park. Unless otherwise noted, all development shall comply with the City of Glendale Zoning Ordinance.

Maximum Floor Area Ratio.....	.50
Building Height.....	2-4 Stories/30'-50' ¹
Building Setback	
Front.....	25'
Rear.....	15'; 60' to Res. Uses
Side.....	15'; 60' to Res. Uses
Street Side.....	25'

Appendix D illustrates the building height allowances for Talavi. The locations of the taller buildings were selected because they maximize the project's image and exposure with a minimum of impact on the residential neighborhood to the south. In essence, the tallest buildings are along Bell Road or in the northern 1/3 of the project. The additional standards described below ensure adequate protection for the residential area south of Paradise Lane by requiring greater setbacks as building heights increase.

There shall be additional building setbacks from the 100' Paradise Lane landscape buffer as follows:

<u>Building Height</u>	<u>Building Setback from Landscape Buffer²</u>
<u>20' or Less</u>	<u>60'</u>
<u>20' - 25'</u>	<u>116'</u>
<u>25' - 31'</u>	<u>176'</u>
<u>31' +</u>	<u>208'</u>

¹Building height shall be permitted as shown on **Appendix D**.

²These setbacks shall apply to all permitted uses, except assisted care living facilities, which shall be required to have a 10' setback from the landscape buffer.

B. SITE USES—COMMERCIAL

The uses permitted in the commercial section of Talavi will conform with Glendale Zoning Ordinance Sections 5.752, 5.753, 5.754, and 5.756, the C-2 General Commercial Section, except that hotels shall be considered a permitted use by right.

1. Permitted Uses.

- a. Restaurants.
- b. Retail Stores:
 - (1) General merchandising, including variety and specialty stores.
 - (2) Food.
 - (3) Apparel and accessories.
 - (4) Home and office furnishings.
 - (5) Hardware stores.
- c. Professional, administrative, and business offices.
- d. Personal Services:
 - (1) Barbershops and beauty salons.
 - (2) Small appliance repair shops.
 - (3) Laundry, cleaning and dyeing establishments limited to:
 - (a) Maximum 1,000 square feet of floor area to be occupied by or devoted to machinery to be used for laundry, cleaning, dyeing and finishing work.
 - (b) Retail service to individual customers only and no wholesaling to any commodity or service shall be permitted.
- e. Indoor recreational facilities.
- f. Veterinary clinics, all activities within an enclosed building.
- g. Appliances, furniture, and household equipment rentals.
- h. Child care center.
- i. Medical or dental clinics.
- j. Churches.
- k. Business Schools.

l. Financial Institutions.

m. Hotels shall be considered a permitted use by right.

2. Prohibited Uses.

Operations and uses which will not be permitted on any Lot include, without limitation, the following:

a. Neighborhood Grocery/Drug Stores.

b. Adult Entertainment.

c. Second Hand Stores.

d. Pawn Shops.

e. Outdoor Sales.

f. Outdoor Storage or Display.

g. Bars and Cocktail Lounges, except in conjunction with a Full Service Restaurant.

h. Convenience uses, as defined in the Glendale Zoning Ordinance, except one Convenience Restaurant, shall be allowed by right.

3. Building Height and Setbacks.

Maximum Floor Area Ratio..... .25

Building Height

West of 57th Avenue.....2 Stories/30'

East of 57th Avenue.....2-4 Stories/30'-50'¹

Building Setback

Front.....25'

Rear.....15'

Side.....15'

Street Side.....25'

Exclusions. The following Improvements may be excluded from these restrictions:

- a. Improvements below the ground and covered by landscaping
- b. Steps, sidewalks, driveways and curbing
- c. Landscaping
- d. Site Furniture

¹Building height shall be permitted as shown on **Appendix D**.

C. SITE COVERAGE

The Building Footprint shall not exceed 60 percent of the Site area.

D. SITE GRADING

Talavi's grading concept is intended to create smooth slope transitions between grade changes, integrate buildings and other Site Improvements into their sites, minimize the negative impacts of grading during construction, and encourage the use of landform as a landscape design element.

The objectives for drainage improvements within Talavi are to provide safe and efficient drainage that blends into the community and serves multiple functions as open space and landscape amenities.

1. Site grading shall provide positive drainage.
2. No slopes shall be steeper than 4:1 unless adequate erosion control is provided. Where space limitations demand, terracing with approved retaining walls shall be utilized.

3. Where retaining walls are used, they shall be of material compatible with the building architecture.
4. Berms, channels, swales, and the like shall be built as an integral part of the grading and paved surface and designed with smooth transitions between changes in slope.
5. Grading must provide for retention for all water falling on the Site, and for controlled release per City ordinance.
6. The Developer will rough grade sites to provide interim drainage control only.

E. SITE STANDARDS FOR REVIEW BY TALAVI ARCHITECTURAL REVIEW COMMITTEE ONLY

1. Detention and Drainage.

Owners shall construct, grade and maintain Lots in such a manner that such Lots shall hold and retain all water coming on to such Lots as a result of a 100 year, two hour storm event, in accordance with City of Glendale design requirements. Runoff from such a 100 year, two hour storm shall be passed into a site drainage system in a manner that does not damage landscaping or other Improvements. All retention shall be provided for on each site.

No Owner shall permit water to drain from Owner's Lot onto adjacent parcels.

2. Grading Plans.

Grading plans showing existing and proposed contours at one (1) foot contour intervals, or less, are required to be submitted for approval to the TARC.

3. Fill Materials.

Areas to be filled with off-site material must have a fill and landscape plan. Fill material must be spread, compacted, and bladed when deposited to avoid the appearance of a dumpsite.

4. Stockpiles.

Stockpiles are prohibited unless approved by the TARC. Grading plans must include information about stockpiles including location, size, erosion control measures, and length of time that stockpiles will remain.

5. Grade Changes.

Where grading is in public view, smooth slope transitions must be created between grade changes.

6. Containment of Grading.

Grading shall be contained inside the Parcel property lines. No cutting, filling, or earthwork disturbance from construction vehicles may overlap onto adjacent property unless approved as part of construction documents.

7. Retaining Walls.

Retaining walls, constructed immediately adjacent to or connecting with a building, should be constructed of a material that visually matches the exterior building material or that is an integral material in the landscape, as approved by the TARC. No single retaining wall shall exceed four (4) feet in height unless otherwise approved by the TARC. Grade changes that require retaining walls exceeding four (4) feet must be terraced, with a minimum of three (3) feet of horizontal separation between walls.

8. Dust and Erosion Control.

The time period that excavation or fill soils are open to erosion must be minimized by completing ground cover and planting of disturbed areas within thirty (30) days of final grading. If for any reason this is not possible, a plan for appropriate dust and erosion control must be approved by the TARC. All practical precautions shall be taken to control dust during construction and until cut and fill areas are stabilized.

9. Drainage Plans Conformance.

Drainage plans shall be submitted for approval to the TARC and shall accomplish the following:

- a. Drainage systems shall be designed to maintain all-weather vehicular access on public streets, drives, and in parking areas in a manner consistent all governmental agency requirements amended from time to time.
- b. Adjoining property shall be protected from flooding or surface drainage. Existing drainage patterns of a site shall not be altered to affect the quantity of water that drains onto adjacent properties or the velocity of drainage flows unless the changes are part of an overall drainage plan and provisions are made to accommodate altered drainage patterns.
- c. Finish floor elevations shall be set according to federal and local flood protection requirements, such as the Federal Emergency Management Administration (F.E.M.A.) requirements, if applicable.
- d. Water must be drained away from buildings.

F. PARKING

No on-street parking will be permitted on public streets bordering or within the Property. Paved off-street parking as required herein and by any applicable rules or regulations of any governmental authority shall be provided by each Property Owner, Lessee, Licensee, or Occupant on his/her Parcel to accommodate all parking needs for employee, visitor, business invitee, and company vehicles. Notwithstanding prior approvals of parking layouts by the TARC, City of Glendale, or any other governmental jurisdiction or authority, if parking requirements increase as a result of any change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this Section and eliminate the need for any on-street parking, which will be absolutely prohibited.

1. Location of Parking Areas.

Parking facilities need not be located in one consolidated area of a particular Lot, but may be separated by landscaping and building elements. Landscape areas shall be provided in and around parking areas.

2. Size of Spaces and Construction Standards.

The size of all parking spaces, driveways, islands in parking areas and other improvements in the parking areas must conform to the minimum established requirements of the Zoning Code of the City of Glendale. All driveways and parking areas must be paved with concrete or asphaltic concrete. Except for edges of paving adjacent to walls, vertical concrete curbs shall be constructed at all edges of any paving. Asphalt curbs are prohibited, and the use of parking bumpers in lieu of curbs is prohibited.

3. Screening of Parking Areas.

All parking lots shall be screened from public streets by walls or earth berms or a combination of such screening devices, and such screening devices shall be constructed at least four feet above the grade of the parking lot or adjacent street, whichever is higher in elevation. Intermittent landscaping shall be a permissible substitute for the walls and berms described herein, so long as the parking lot frontage for which landscape screening is used does not exceed 25 percent of the total parking lot frontage. Such walls shall be in conformance with **Appendix E**.

4. Canopy Structures.

Canopy or shade-type parking structures may be installed in approved parking areas. No canopies shall be installed along street side in front of buildings. Canopy structures shall be finished with colors that match or complement building colors. The TARC may require, at its sole discretion, the design of canopy structures located between buildings and public roads or visible to public view to be upgraded through the use of fascia skirts at least ten inches in depth and columns painted to match the buildings. Canopies shall be cantilever-type.

G. LOADING AND SERVICING AREAS

All loading and unloading is to be conducted in properly designed loading areas. Loading areas are to be designed as an integral part of the facility and shall be properly maintained. No loading or unloading will be allowed on the street or in parking areas. Loading areas shall be located in the least visible area of the buildings. Rear building loading is preferred, and side building loading will be allowed if the loading areas are adequately screened. Loading will not be permitted at the front of any building or in any area fronting on a public street.

Proper space shall be provided for maneuver of all truck vehicles. Enough space shall be allowed so that trucks will only drive forward when entering or leaving the building on any Lot. All loading areas shall be screened from view from adjacent

streets utilizing screen walls. Screen walls shall be eight feet high when located adjacent to the loading area and six feet high when located elsewhere on the Lot.

H. REFUSE COLLECTION AREAS

All refuse from any Lot shall be accumulated in an approved "dumpster" container for such Lot provided by the City of Glendale or a licensed refuse company. All refuse collection areas shall be located where the dumpsters are least visible to the public. No refuse collection area shall be permitted between any street and the respective building setback line. All exterior refuse collection areas shall be screened by building walls or screen walls six feet in height. Landscaping shall be included around the screen walls. All dumpster enclosures shall meet the requirements of the City of Glendale. The location of all such enclosures shall allow for adequate ingress and egress by collection trucks. All waste and refuse shall be frequently and regularly removed from the Lot and refuse collection areas properly maintained in a neat and clean manner.

I. EXTERIOR STORAGE AREAS AND SERVICE YARDS

No storage shall be permitted between any public street and the respective building setback line of any building. Storage areas shall be located in the least visible area and in the back half of the Lot. All outdoor storage areas and service yards shall be visually screened from access streets and adjoining property by a continuous screen wall not less than six feet high nor more than eight feet high. No work in progress, stored merchandise, or racks shall extend above the height of such screen wall.

All motor vehicles (other than passenger vehicles) and all equipment owned and operated by Owners of Lots shall be stored in a screened outdoor storage area approved by the TARC. All manufacturing activities are to be confined within a building, except that minor ancillary activities associated with the business operation may be located outside in a service yard approved by the TARC.

J. EQUIPMENT

All roof-mounted equipment and ventilators projecting above the roof of any building shall be fully recessed and screened by the building parapet. The equipment shall be painted to match roof color. No secondary screen elements are allowed. Ground-mounted mechanical equipment must be painted to match the screen walls. No wall-mounted equipment shall be permitted on the front or sides of any such building. Ground-mounted building electrical or mechanical equipment will be allowed only in side or rear yards and must be screened from view by walls and landscaping. No ground-mounted equipment will be permitted between any street and the respective building setback line. Storage tanks and process equipment will be allowed only in side or rear yards of Lots. Such tanks

and equipment must be located where they will be the least visible to the public and must be screened by screen walls and landscaping approved by the TARC. No storage tanks or process equipment shall be located between any street and the respective building setback line. All screen walls provided for screening of ground-mounted mechanical equipment and located adjacent to any building shall be of similar material to the building and painted to match.

K. SITE LIGHTING

Within Talavi, the goal is to provide functional lighting in an aesthetically pleasing and visually unobtrusive manner and to cause minimum of glare and reflected light pollution. Exterior fixtures shall be located and oriented to focus light inward from the edge of the Parcel to minimize light encroachment onto neighboring properties. Any exterior fixture must emit "white" light and must be in compliance with City requirements.

1. Parking Lot Lighting.

All outdoor lighting shall be directed down and screened away from adjacent properties and streets. Lights shall not cause glare or excessive light spillage to adjacent sites. Intensity shall be no greater than is required for vehicle and pedestrian safety. All parking lot fixtures shall be the standard shoebox type with a square pole. All parking lot fixtures and poles shall be painted black. The standard heights of lights shall be sixteen feet in parking areas and twelve feet or less at building entries. All exterior lighting will be metal halide or equivalent subject to TARC approval. Fixtures must be selected from an approved fixture list, which can be obtained from the TARC. Other types of fixtures will be considered by the TARC on a case by case basis, provided such types are of equal quality and appearance with those on the approved fixture list.

Incandescent light sources may be utilized for building accent lighting.

2. Exterior Landscape Lighting.

Site lighting should be directed onto vegetation or prominent site features and not upon the building. Lighting of exterior plant materials and decorative accents shall be achieved with hidden light sources, such as surface mounted fixtures; lamps recessed in building soffits, overhangs and walls; lamps recessed in the ground; and/or lamps hidden by plant materials.

3. Exterior Building (Architectural) Lighting.

Building lighting shall be directed downward away from adjacent properties, streets, and open spaces, and may not be used to light walls or building elements for decorative purposes without specific TARC approval and compliance with City outdoor lighting requirements. Exterior features should be fully shielded to prevent visibility of the light source from adjacent properties, streets, or open spaces.

4. Security Lighting.

Security lighting is intended to provide bright general illumination of the area adjacent to a building during emergency situations. Security lighting, which by its nature is bright and of a general nature, is permitted with the approval of the TARC, with the stipulation that it will only be used in emergencies or in areas where security is a specific concern. Separate circuiting and controls for security lighting shall be shown on the plan submittal to the TARC.

5. Shielding.

All exterior lighting should provide for complete shielding of light sources; no bare or decorative-bulb lamps will be permitted. Care should be taken to shield the lamp from view so that the effect of the light is seen, not the lamp itself.

6. Up-lighting.

Uplighting of selected architectural, landscape, and/or hardscape features will be allowed subject to approval by TARC. An excessive number of fixtures or excess light levels and glare will not be allowed. Any exterior lighting shall comply with City outdoor lighting requirements, as they may be amended from time to time. City requirements on the effective date hereof restrict uplights to one hundred fifty (150) watt maximum incandescent or to those including an automatic shut-off device for the hours between 11:00 p.m. and sunrise.

7. Seasonal Lighting.

Exterior ornamental lighting associated with year-end holidays may be illuminated only from the Saturday immediately preceding Thanksgiving through January 15. All seasonal lighting shall be removed promptly after January 15, if not before.

8. Prohibited Light Sources.

Except for seasonal ornaments that may be illuminated as set out in "Seasonal Lighting" above, no colored exterior lights, including yellow "bug" lights, may be used in the Property.

L. SCREEN WALLS

A system of materials, forms, and colors has been established at Talavi Business Park to present a consistent image of quality and integrity throughout the community, including such varied elements as walls, entry monuments, and sign structures. Development of walls throughout the community is to follow the designated masonry pattern and colors described on the attached **Appendix E**.

Parking lot screen walls shall run parallel with the adjacent streets and, if applicable, shall follow the street's radius. Screen walls permitted behind building setback lines shall be six to eight feet high. Garden walls or parking screen walls permitted within building setbacks shall be a maximum of four feet high. Screen walls shall be used to conceal parking areas, loading areas, refuse collection areas, storage areas, service yards, truck docks, ramps, electrical equipment, storage tanks, and other exterior equipment. Appropriate landscaping shall be used to reduce the impact of screen walls.

Screen walls along property lines will be installed by the individual Lot owner to be consistent with the perimeter/parking screen wall design described on the attached **Appendix E**.

When required by the TARC or the City of Glendale, temporary construction fencing shall be standard six (6) foot chain-link fencing stretched tight and well maintained. Temporary construction fencing shall be removed as soon as possible once safety requirements are met.

M. STREETSCAPE AND SIDEWALKS

Talavi Business Park is designed to provide efficient vehicular circulation, with streetscapes that create pleasant neighborhood environments, as well as to provide for pleasant pedestrian circulation. To accomplish this, streetscape plans have been designed to establish a hierarchy of sidewalk and landscape improvements that are appropriate in scale and character for the function of the street and its adjacent uses.

All landscape, walkways, walls, and streetscape improvements installed along streets or drainageways shall be designed and constructed according to the Master Street Plan and Master Landscape Plan, for the Talavi Planned Area

Development (PAD). (See **Appendix F.**) Plans for such Site Improvements must be submitted to the TARC for approval. Final plans must be approved by the City and must be in conformance with the appropriate master plans.

1. Walkway Alignments.

Where possible, walkways should be located and aligned to maximize views of surrounding natural features and community open space. At intersections and driveways, walkways should be located and aligned to maximize pedestrian safety and visibility.

2. Handicapped Accessibility.

To the extent possible, all walkways should be handicapped accessible. Where site and development conditions make full handicap access unfeasible, an alternative handicapped route should be designed. Handicapped accessibility shall comply with ADA, ANSI, and City requirements.

N. UTILITY LINES AND ANTENNAS

No utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any Lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any building or other improvement on any Lot unless the consent of the TARC shall first have been obtained. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of improvements on any Lot.

No cesspool, septic tank, sewage or hazardous waste disposal facility shall be erected or maintained upon a Site.

All utility appurtenances within a Site, including telephone pedestals, utility meters, transformers and the like shall be screened from view from Streets, sidewalks, and adjacent Sites (subject to limits imposed by utility company regulations) and incorporated into the community in a visually unobtrusive manner, with utility easements integrated into the open space system.

1. Underground Utilities.

All electric service, telephone, cable television, and similar lines shall be underground.

2. Screenwalls.

The use of entry features or walls to screen above-ground utility appurtenances is encouraged and may be required if the appurtenance is visible from streets, adjacent properties, or open spaces.

3. Clearance Requirements.

Where the placement of walls does not provide adequate space for switch boxes, the walls shall be set back to provide required clearances to comply with City of Glendale requirements.

4. Switch Pad Transformer Locations.

All switch pad transformer locations must be reviewed and approved by TARC.

5. Utility Structure Design Approval.

All utility buildings and structures shall be designed to be consistent with the Talavi Business Park design theme. Design of individual buildings will depend on the type of building and its location in the community. Anyone constructing above-grade structures or buildings must contact the TARC prior to starting design to determine architectural requirements. All utility devices (including, but not limited to, switch boxes and telephone cabinets) and metal enclosures shall be painted to match building.

O. CONSTRUCTION PHASE

Any builder employed to construct or otherwise cause improvements on any portion of the Property may conduct its construction operations and activities and do all things reasonably necessary to expeditiously commence, continue, and diligently complete construction of any such improvements, including the provision of temporary buildings or trailers for administration of work and for the storage of materials and equipment, and the construction of temporary security fences and lighting, except that all construction activities, temporary structures, storage of materials and equipment, all construction-related parking, and temporary security fences shall be confined entirely behind the landscape setbacks. Each Owner is responsible for, and shall cause all contractors employed by the Owner to be held responsible for, the costs of cleaning up any debris or waste improperly disposed of anywhere in Talavi Business Park. Each Owner and his contractors must maintain a reasonably attractive, clean, nuisance-free environment on the Owner's Parcel during the

period of construction. The TARC shall have the right to designate points of ingress and egress on each building site and within the Property for construction vehicles. Once commenced, all construction (or the applicable phase of it, if phased construction has been approved by the TARC) shall be continued with due diligence and good faith until completion.

Each Owner expressly covenants to undertake reasonable precautions to protect areas outside Owner's Parcel from adverse impacts of development on the Owner's Parcel (such as, but not limited to, air pollution, soil erosion, elimination of trees without replacement, or increased runoff rates) resulting from construction, alternation, maintenance, repair, replacement, or removal of improvements on the Owner's Parcel and to indemnify and hold harmless the Master Association, the TARC, Declarant and other Owners and Occupants of other Parcels from any and all damages resulting therefrom.

Prior to any excavation on a Parcel, the Owner of the Parcel must determine and mark the location of and protect all existing utility lines and equipment. Utility lines are to be located before earth moving or drilling equipment operations are allowed to start near underground utilities. All backfill must be adequately compacted to prevent future settlement, especially under pavement and other structures.

1. In order to minimize soil erosion by water and wind, practical combinations of the following procedures shall be used:
 - a. Sediment basins (debris basins, desilting basins or silt traps) shall be installed and maintained to remove sediment from runoff waters during construction.
 - b. Landscaping shall be installed prior to the issuance of a certificate of occupancy for all or a portion of the Improvements.
2. The Owner is responsible for determining the location of underground utilities and for their protection during construction. The Owner shall contact Blue Stake prior to any excavation.
3. Areas under construction on a site shall be fenced, and shall be maintained in a neat and orderly manner. All trash shall be kept in enclosed containers and removed frequently.
4. Construction access shall be as approved by the Committee. Special care shall be taken to protect existing pavement and landscaping from damage. The Owner is liable for the repair of any damage to paving, sidewalks,

landscaping, utilities, irrigation lines, and Common Areas caused by the Owner or his representatives.

IV. ARCHITECTURAL DESIGN STANDARDS

A. BUSINESS PARK

The provisions of this Section seek to create a community with distinctive appearance, with a more desert-appropriate architecture and landscape and a sense of continuity within Talavi Business Park, by establishing a uniform roofscape, color palette, and streetscape. Simple massing and repetitive forms utilizing "subtractive" architecture or shadow boxes are encouraged. Contemporary vernacular is preferred in lieu of "Mediterranean" or "Spanish" architectural themes. Materials and colors must be approved by the TARC at the time of schematic submission. Each Owner shall present a material board with complete preliminary specifications of finishes, color and if possible, brochures on materials such as tile and masonry units.

1. Roofs.

Because of views from multi-story buildings, the roofscape is one of Talavi Business Park's most significant visual elements; therefore, each building in the Property shall be planned and designed in compliance with the following:

- a. Common Roof Materials. All pitched-roof structures should be roofed with either precast "color-thru" flat concrete tile or standing-seam metal. Flat roofs shall be an earth-toned or dark-toned, non-reflective material. Under no circumstances will reflective membrane roofs and white gravel roofs be permitted.
- b. Color, Texture, and Blending. The goal is to achieve a harmonious blend of non-reflective, low-sheen roofs based on desert-toned color variations of a neutral flat concrete tile, standing-seam metal, or flat roofing material.
- c. Samples Required. The applicant must prepare a ten (10) foot by ten (10) foot representative sample on site of each color or blend of tile or metal roofing material being proposed and make it available to the TARC for review. This sample shall represent field, edge, and ridge conditions.
- d. Approval Required. Any and all roof materials used must be reviewed and approved in writing by the TARC and the City of Glendale prior to installation unless they are identical to previously approved materials on the same site. Any variations from the approved samples as described

herein shall be removed and replaced with approved materials at the cost of the Owner.

- e. Skylights. All skylights shall be flat or low-domed and tinted dark gray or dark bronze. All curbs, flashings, and other roof accessories shall be black anodized or painted to match the roof skylights in pitched roofs and must not be visible from elevations facing streets, adjacent properties, or open spaces.
- f. Rooftop Accessories Painted. All rooftop accessories shall be painted, anodized, dark-tinted, or otherwise colored to match the roofing (or complement the roof with approved color). No flashing, curb, cant, vent, louver, or other device shall be of exposed galvanized metal, mill-finish aluminum, or plastic of unapproved color.
- g. Solar Collectors. Solar collectors should not be mounted on roofs. Solar collectors may be ground-mounted but should not be visible from streets, adjacent properties, or open spaces. All frames, piping, trimming, and other accessories should be painted flat black. All solar devices shall be reviewed and approved by the TARC prior to installation.
- h. Antennae and Satellite Dishes. All external antennae and satellite dishes should be ground-mounted and should be screened from view of all streets, adjacent properties, and open spaces. However, external antennae and satellite dishes may be allowed on structures if it is painted or otherwise colored the same color as the surface upon which it is mounted subject to approval by *TARC and the City of Glendale* on a case-by-case basis.
- i. Scuppers and Downspouts. Scuppers and Downspouts are not permitted on front elevation of buildings. All other scuppers and/or downspouts located along side and rear elevations of buildings shall be architecturally integrated into roof and wall design.

2. Elevations/Walls.

Each building design will be reviewed and approved by the TARC and the City of Glendale with respect to the general composition of massing, form, scale, visual strength, and visual integrity, particularly as viewed from streets, adjacent properties, and open spaces. The goal is to create visual harmony among all of the structures in the Property. Therefore, the materials, colors, and textures of exterior walls have been carefully selected to offer a

palette of options that will complement one another as well as contribute to the distinctive image of Talavi Business Park.

- a. **Approved Exterior Wall Material.** Stone, concrete masonry unit, tilt-up concrete or architectural metal, and stucco or plaster (or synthetic systems simulating stucco or plaster) with masonry or stone accents are the only approved primary and accent exterior wall materials. Flagstone square or rectangular tiles consistent with the approved colors and materials board must be used on at least five percent (5%) of exterior finish wall. This percent may be modified at the sole discretion of the TARC and the City of Glendale should other design considerations dictate. All exterior wall materials must be approved in advance by the TARC and the City of Glendale. Multi-story glass curtainwall buildings shall not be permitted.
- b. **Exterior Wall Textures and Finishes.** Tilt-up concrete walls shall utilize reveal joints to break-up the massing of the walls. Non-masonry exterior walls may be finished in any non-patterned uniform stucco or plaster texture, ranging from light to heavy. Vertically brushed or striated textures may be used for accent. The use of more than one texture for accent may be approved if, in the opinion of the TARC, the multiple textures do not conflict with the objectives of visual integrity and simplicity.
- c. **Approved Exterior Wall Colors.** All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones, using a palette of tans, browns, non-yellow beiges, grays, greens, and roses. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the TARC and the City of Glendale prior to construction. Building wall colors should be limited to three (3) colors to encourage an understated appearance.
- d. **Accent Colors.** All exterior accent colors (including wood stains) must be approved by the TARC, should be consistent with any requirements established by the TARC, and shall be limited in use to the specific areas indicated on the final approved construction plans.
- e. **"Popouts".** Commonly used around doors, windows, foundations, and fascias, "popouts" are prohibited unless proportioned so they appear to be an integral part of the wall rather than applied decoration.
- f. **Exposed Stem Walls.** All exterior wall materials, textures, and colors shall be extended as far as possible to finished

grade, thereby lessening the visibility of exposed stem walls.

- g. Mirrored Glass. 100% mirrored glass is prohibited. Tinted blue-green or aquamarine slightly reflective colored glass is encouraged.
- h. Sun Protection. Reflective, coated, or polished metal sun protection is prohibited. Non-reflective metal (such as aged or patina copper) may be allowed. No awning or other exterior shade device shall be installed without the approval of the TARC and the City of Glendale and must be consistent with any requirements established by the TARC. Fabric shade structures are strongly discouraged.

B. COMMERCIAL

The provisions of this Section seek to create an attractive, high quality mixture of architectural styles, but with emphasis on a "business" appearance. The TARC will evaluate Building architecture based on its compliance with the architectural goal for the Property. Owners are encouraged to utilize creative applications of materials, colors and textures. Materials and colors must be approved by the TARC at the time of schematic submission. Each Owner shall present a material board with complete preliminary specifications of finishes, color and if possible, brochures on materials such as tile and masonry units.

1. Roofs.

- a. Common Roof Materials. All pitched-roof structures should be roofed with either precast "color-thru" flat concrete tile or standing-seam metal. Flat roofs shall be an earth-toned or dark-toned, non-reflective material. Under no circumstances will reflective membrane roofs and white gravel roofs be permitted.

2. Elevations/Walls.

- a. Approved Exterior Wall Material. Common clay brick, granite, marble or other natural stone, concrete masonry unit, poured in place, tilt-up or precast concrete (provided that surfaces must be painted or have attractive exposed aggregate which must be approved as to color and texture) and should have architectural relief, architectural metal, and stucco or plaster (or synthetic systems simulating stucco or plaster) provided that finishes must be smooth or

sand, ceramic tile. All exterior wall materials must be approved in advance by the TARC and City of Glendale.

- b. Approved Exterior Wall Colors. All exterior walls shall be painted, stained, or integrally colored in non-reflective, neutral desert or earth tones, using a palette of tans, browns, non-yellow beiges, grays, greens, and roses. Muted shades of blue, mauve, lavender, off-white, colors appearing in natural stone utilized in buildings, light gray, reds and oranges appearing in brick utilized in buildings or roof tiles. All colors and combinations of colors, as well as color scheme for each elevation, must be reviewed and approved by the TARC and City of Glendale prior to construction.
- c. Materials and Colors Not Permitted. Wood (except for very limited amounts of trim), exposed plain concrete block, corrugated metal and pre-engineered metal sided buildings, bright colors such as orange, red, blue, green yellow, purple and the like.

V. LANDSCAPE AND IRRIGATION STANDARDS

A strong sensitivity should be shown to environmental concerns in creating the landscaped environment for Talavi. Native and native-compatible plant materials should be selected with consideration given to low water use, visual and noise screening, air quality, shading, pollen protection, and long-term maintenance. Where turf is used, concentrated areas are encouraged rather than thin turf strips.

The landscape plan intended for Talavi enhances and acknowledges each component of the community with a strong identifying tree palette while unifying the overall development through consistent understory shrubs and ground cover materials. Plants play an especially important role in promoting pedestrian circulation throughout the community by providing shade, safety, beauty, and an identifying theme.

The goal of the Talavi landscape design guidelines is to create comfortably scaled commercial development with pleasant, shady streets and public spaces. Landscaping should reflect the architectural character, height, and density of the buildings and neighborhoods in its scale; be used to screen service elements; and enhance the environment by providing shade, color, and excitement. Indigenous landscaping materials that are easy to maintain and use minimal water are encouraged. Green "oasis" areas should be used where pedestrians can utilize their cooling effects.

A. MASTER LANDSCAPE PLAN

The Developer has designed a lush, green landscape theme that features a clustering of Arizona Sycamores and boulders at project entries and at the intersection of 57th Avenue and Talavi Boulevard. Sycamores also line 57th Avenue south to Talavi Boulevard. The street tree for Talavi Boulevard is the Arizona Ash; Bell Road and 59th Avenue will have Eucalyptus (*Microtheca True Blue* and *Spathulata*); and the tree for streets south of Talavi Boulevard is the Evergreen Elm.

Any part of a Lot not used for buildings, parking, driveways, or sidewalks shall be landscaped. The intent of these provisions is to promote the establishment of compatible and continuous landscape to enhance and unify the development. Except for portions that may constitute a part of the Common Landscape Areas, every Lot upon which Improvements are constructed shall be landscaped in accordance with the plans and specifications submitted to and approved by the Committee. An automatic irrigation system shall be provided in all landscaped areas.

1. Common Landscape Area.

One of the purposes for the establishment of Common Landscape Areas is to control the type, size and location of the landscaping within Lot frontages to create uniform streetscapes; see Exhibits A, B and C located in **Appendix F**. Additionally, a standard landscape design for such Common Landscape Areas has been adopted, to which all Owners having properties in such Common Landscape Areas shall adhere.

2. Plant Material.

The plant material installed in all Landscaped Areas within a lot shall be from the list of acceptable plant materials attached as **Appendix G**. Additions to this approved list of plant materials may be considered and approved on a case-by-case basis by the TARC.

3. Landscape and Irrigation Plans.

Landscape and irrigation plans for Site Improvements must be submitted to the TARC and the City of Glendale's landscape architect for approval.

4. Ground Cover.

Unless otherwise approved by the TARC, all Landscaped Areas adjacent to theme perimeter walls, which are not otherwise covered with plant material or surfaces such as walkways, shall be covered with two (2) inches of decomposed granite, but samples must be approved by the TARC before installation for conformance with approved size and color.

5. Turf.

No turf is allowed in parking lots. Landscaped Areas visible from streets, open spaces, and adjacent properties may only include turf immediately adjacent to the building, to highlight the building entrance, or may be adjacent to the existing street frontage landscaping. Areas where turf is allowed must utilize turf in compliance with the following guidelines:

- a. Any variety of hardy, low-water usage turf species may be used except for Common Bermuda (*Cynodon dactylon*). Hybrid Bermuda species such as "Midiron" or "Santa Ana" are preferred.
- b. Turf areas should be defined along their entire perimeters by sidewalks to the building, driveways, the building elevation, walls,

fences, or edged with permanent masonry header/footer. No wood or scalloped concrete edging will be allowed.

- c. Turf shall be installed as sod.
- d. All turf areas shall be maintained in a neat, weed-free condition at all times.

6. Rocks/Boulders.

- a. The use of river-run rock within Landscaped Areas visible from the streets, open spaces, or adjacent properties shall be restricted to areas with special drainage or erosion control requirements, as approved by the TARC.
- b. Only "select" quality boulders shall be used. All boulders used should be granite of a color that is complementary to the specified decomposed granite color. No basaltic boulders or "pit" boulders are allowed.
- c. All boulders should be placed in a "natural" setting and shall be buried approximately one-third (1/3) below finished grade. Visible portions of the boulders should be in proportion to adjacent buildings after placement.

7. Private Landscaped Areas.

Those Landscaped Areas, such as interior courtyards or areas fully screened by opaque walls, not visible from streets, adjacent properties, or open spaces, are considered private Landscaped Areas. Private Landscaped Areas are to be landscaped at the Owner's discretion but shall conform to the Approved Plant List.

8. Landscaping Standards.

Lot Landscape Areas consist of all areas within a Site that are not covered by Buildings, paving or parking and are not within areas designated as Common Landscape Areas. Exhibit D located in **Appendix F** illustrates a typical industrial development landscape.

- a. Frontage Areas. Frontage areas include front yards between back of curb or Common Landscape Area and building facade and all areas visible from streets. In these areas, the ground plane shall consist of 40 percent grass or decomposed granite, 30 percent groundcover, and 30 percent shrub cover. Trees, in frontage areas not used for parking, shall be planted in informal clusters at a minimum quantity of one tree per 400 square feet of such frontage area. No more than 50 percent of the trees shall be 15 gallons in size, and no less than 50 percent of the trees shall be 24 inch box or larger.

Clustering of trees and shrubbery shall be encouraged to accent focal points and to provide variety to the streetscape. Contouring of the ground and placement of mounds and earth berms along streets shall be required. Clusters of flowering shrubbery shall be planted at or near the corners of street intersections to provide additional color and mass.

- b. Non-Frontage Areas. Non-frontage areas consist of rear and side yards that are not visible from streets. In these areas the ground plane shall consist of 60 percent grass or decomposed granite, and 40 percent shrubs or groundcover. Trees in non-frontage areas not used for parking shall be planted at a minimum of one tree per 800 square feet of such non-frontage area and shall be a minimum of 15 gallons in size.

All perimeter lot lines require one 15-gallon tree 30 feet on center continuous spacing.

- c. A total of 50 percent of all trees on the site shall be 24-inch box in size. It is encouraged that they be placed predominantly in the frontage areas.

9. Parking Lot Landscaping.

Landscaping shall be provided within all parking lots in accordance with the following requirements.

- a. Parking lot landscaping shall consist of parking islands within the perimeter of the parking lot. The total area of landscaping, exclusive of front yard and perimeter landscaping, shall equal or exceed 5 percent of the total parking lot area. Landscaping adjacent to the building may not be counted as parking lot landscaping.
- b. Trees must be planted within the parking lot. A minimum of 50 percent of the required trees shall be 24-inch box. A minimum of 3 shrubs and one tree shall be provided for every five parking spaces, exclusive of perimeter landscaping and street trees.
- c. Landscaping in frontage areas used for parking is intended to screen vehicles and maintain an attractive streetscape throughout the Property. In frontage areas used for parking, trees shall be planted at a minimum of one tree per four parking stalls. Trees shall be a minimum of 15 gallons in size with 60 percent being 24-inch box size, and shall be of a single matched species. Trees planted on the

perimeter of parking areas are not included for purposes of calculating the number of trees planted.

- d. Parking islands or landscaped areas shall be installed at least every twelve consecutive parking spaces except in the rear of industrial/back office facilities. Such islands shall be a minimum of five feet wide and contain a minimum of 50 square feet of area.
- e. Any landscaped area used for vehicular overhang shall not be counted towards the required landscaping.
- f. Parking canopies shall not exceed 12 cars in length without a parking island break. These islands shall be planted with a minimum of two trees per island.

10. Screening.

In addition to any requirements for screen walls, landscaping shall be used to provide screening of loading areas, refuse collection areas, storage areas, service yards, truck docks, ramps, electrical equipment, storage tanks, and other exterior equipment. Shrubbery reaching a mature height of three to four feet and/or vines shall be planted on the public side of screen walls to reduce the visual impact of such screen walls. The plant materials required for landscaping of perimeter landscaped areas, and within the Landscape Areas and parking lots may also be utilized to accomplish the screening.

11. Landscaping Adjacent to Structures.

A combination of trees (minimum 50 percent 24 inch box) and groupings of large shrubs shall be planted adjacent to structures at front, side, or rear elevations depending upon the orientation of the building to accomplish the following:

- a. Accentuate the building design
- b. Minimize the impact of large wall surfaces
- c. Provide a buffer between the building and parking areas
- d. Highlight building entrances
- e. Provide solar protection of glazed surfaces

12. Completion of Landscaping.

Landscaping for each Lot, including the Landscape Installation Areas, as approved by the Committee, shall be installed prior to the issuance of a certificate of occupancy for all or a portion of the Improvements placed upon the Lot.

13. Alteration of Common Landscape Areas.

After review and approval by the City and the TARC, the Lot Owners shall be entitled to remove or reconfigure, as appropriate, landscape improvements constructed in Landscape Maintenance Areas located upon their respective lots for the purpose of constructing or modifying necessary Improvements such as screen walls, driveways, drainage facilities, and water retention facilities in accordance with plans for such construction approved in advance by the TARC. Within 30 days after completion of such Improvements, such Lot Owners shall repair and replace, in a good and workmanlike manner and in as good condition as the condition of such landscape Improvements prior to construction or modification. All such landscape Improvements in such Landscape Maintenance Areas shall utilize landscaping materials of like size and kind.

14. Landscape Installation.

Each Owner shall be responsible for the installation and ongoing maintenance of landscaping within the landscape setbacks. Talavi Property Owner's Association shall maintain the improved right-of-way adjacent to Owner's Parcel.

- a. All landscaping within the Property shall meet the applicable requirements of "USA Standard for Nursery Stock", 1969 Edition, American Association of Nurserymen and "Hortus III", 1976 Edition, Baily Horatorium, Cornell University, as may be amended from time to time.
- b. The use of polyethylene film under decomposed granite is prohibited.
- c. All Landscaped Areas that are visible from streets, adjacent properties, or open spaces shall be maintained in a neat, weed-free condition. In the event plant material dies or is damaged in the Parcel Landscaped Areas, the Owner of the Parcel shall be responsible for any and all expenses relating to its replacement.
- d. No tree, shrub, or plant shall overhang, or otherwise encroach upon, any walkway between finished grade to a height of eight (8) feet.
- e. Grades at property lines of a Parcel shall blend with grades on adjacent properties or open spaces in a seamless transition.

B. IRRIGATION PLANS

Irrigation systems should be designed to be water efficient, low maintenance systems in compliance with all building code requirements. Automatic

underground irrigation systems shall be installed in all Landscaped Areas visible from street, adjacent properties or open spaces in order to maximize the landscape image and conserve water. Irrigation systems are to be kept in proper working condition. Owners shall adjust, repair and clean such systems on a regular basis.

1. Turf Irrigation.

Head-to-head coverage will be required in all turf areas. Irrigation should not create run-off or overspray onto sidewalks or adjacent areas.

2. Trees, Shrubs, and Ground Cover Irrigation.

All trees, shrubs, and ground cover plants shall be irrigated with an underground automatic drip irrigation system.

3. Irrigation System Design and Installation.

- a. Pressure vacuum breakers (PVB) or reduced pressure backflow preventers (RP) are required for all irrigation. Atmospheric breakers are not allowed.
- b. An electric, solid state controller is required and shall be equipped with a master valve terminal and at least two (2) fully independent programs, with a minimum of three (3) daily start times per program.
- c. All irrigation for turf/grass shall utilize remote electric control valves installed in valve boxes. No manual valves are allowed.
- d. A "master" electric control valve should be installed immediately downstream of each backflow preventer, if any foundation structure is present within irrigated area. The valve must be capable of fully opening under the lowest irrigation system designed flows.
- e. Paved surfaces eight (8) feet or wider should be sleeved for pressure supply lines, non-pressure supply lines, no-pressure piping, and control wires. Each use shall have an individual sleeve.
- f. Drip zones should be designated so that additional emitters to trees can be installed as the tree matures (+25%).
- g. All backflow control devices are to be located or screened so that they are not visible from public streets or parking lots.

4. Irrigation System Operation.

- a. Systems should be designated so that peak summertime irrigation can be completed between the hours of 12 a.m. and 6 a.m.

- b. In no case shall heads irrigating turf/grass throw directly into a planting bed, foundation structure, parking lot, sign face, roadway, sidewalk, or walkway.

VI. SIGN STANDARDS

A. BUSINESS PARK

A functional Comprehensive Sign Plan has been created for Talavi Business Park in a graphic style and image that contributes to the community character in an unobstructive manner. The criteria are directed at creating a consistent standard for marketing and construction signage within the community. The standards set out in this Section are general standards.

1. Comprehensive Sign Plan.

Criteria for community-wide signage and graphic systems are described in the Comprehensive Sign Plan attached herein as **Appendix H**.

2. Use Of Project Name and Logo.

Use of the Talavi Business Park name and logo in any way or for any purpose, must be in strict conformance with the logo standards established by the TARC and attached as **Appendix I**.

3. Signage Approvals Required.

All signs shall be designed and constructed according to the details and specifications shown in the signage and graphic exhibits of the Comprehensive Sign Plan and shall comply with all design criteria herein. No sign can be installed until approved in writing by the TARC and until approved with a sign permit, from the City, if necessary.

4. Temporary Signage.

No temporary off-site sales, leasing, or directional signs within the Property shall be allowed except those provided by Declarant, the Master Association, or the TARC to direct traffic to parcels and community facilities during construction and sales. On-site signage for Parcels shall be subject to the Comprehensive Sign Plan and any applicable Declaration. The design of a prototypical informational/directional sign is illustrated in the Comprehensive Sign Plan.

5. Flags, Balloons, Beacons, And Banners.

No balloons, beacons, or banners are permitted except as may be approved by the TARC or provided for in an applicable Declaration for special events or temporary sales/leasing facilities. Flags and flag poles may be permitted as approved by the TARC.

B. COMMERCIAL

The following standards are to be used to prepare a comprehensive sign program by each Owner. Examples are contained in **Appendix J**. These sign standards describe approaches to be used in developing a sign program for each Site. A comprehensive sign program including three copies of shop drawings that indicate location, materials, finishes and method of installation must be submitted to the Committee and approved before implementation. City of Glendale approval is also required and all signs shall conform to the Glendale Sign Ordinance. Any sign, which bears the Talavi name and/or logo, shall conform to the established logo standards that are contained in **Appendix I**.

Signs are intended to allow a strong marketing image and to create a related community of Buildings and facilities that will contribute to the vitality and value of the entire Property.

Each Owner is responsible for site signs that shall be built, installed and maintained by the Owner as a part of the Improvements.

Signs may not be placed in right of way.

Site sign criteria vary based on site use.

General use categories for sign purposes are:

General use categories for sign purposes are retail facilities, office/service, and office warehouse, and hotels.

1. Retail Facilities.

a. For the identification of individual business on separate parcel or lot, or on a pad site within a project of three or more business:

(1) Individual letters:

- (a) Letters—height not to exceed 30 inches with a maximum letter return of five (5) inches.
- (b) Size—shall not exceed one (1) square foot for each linear foot of the business wall elevation along the street frontage on which the sign is displayed for one (1) elevation, with sign area on all other elevations not to exceed one-half (1/2) square foot for each linear foot of elevation where the sign is displayed. Maximum aggregate sign area is two hundred (200) square feet per business.
- (c) Illumination—internal.

- (d) Materials—architectural metal acrylic, other materials compatible with building finishes.
- (e) Detailing—background material must be readily capable of replacement or invisible repair to accommodate changes in Occupants. No exposed raceways permitted.
- (f) Content—Occupant name and logo.

(2) Single-Tenant Freestanding Identification Sign:

- (a) Location—freestanding signs shall be located near the main entrances(s) to the project to establish a focal point and assist motorists in finding the main driveway, located perpendicular to the street, and should be well integrated with the overall site design and landscaping.
- (b) Form—freestanding signs should be double faced, ground mounted monoliths. Width of the base must be at least 50% of the width of the sign structure.
- (c) Materials—all signs should share common design elements with the project and built with durable materials and finishes. Must be designed to allow individual tenant name to be easily changed without damaging the sign structure.
- (d) Illumination—freestanding signs may be illuminated by direct or indirect interior lighting, from a ground source, or halo-lit. Large sign faces of white backlit materials may not be used.
- (e) Size—freestanding sign shall not exceed a height of ten (10) feet. The maximum sign area is forty-eight (48) square feet.
- (f) Quantity—one per project.
- (g) Content—freestanding signs should identify the name of the business or building only.

b. For the identification of individual businesses within a multi-occupant facility:

(1) Individual letters:

- (a) Letters—height not to exceed 30 inches with a maximum letter return of five (5) inches.
- (b) Length—shall not exceed one (1) square foot for each linear foot of the business frontage on which the sign is displayed, not to exceed 80% of the length of the business frontage.
- (c) Quantity—one per store front.
- (d) Illumination—internal.
- (e) Materials—architectural metal acrylic, other materials compatible with building finishes.

- (f) Detailing—background material must be readily capable of replacement or invisible repair to accommodate changes in Occupants. No exposed raceways permitted.
 - (g) Content—Occupant name and logo.
- (2) Multi-Tenant Freestanding Identification Sign:
- (a) Location—freestanding signs shall be located near the main entrances(s) to the project to establish a focal point and assist motorists in finding the main driveway, located perpendicular to the street, and should be well integrated with the overall site design and landscaping.
 - (b) Form—freestanding signs should be double faced, ground mounted monoliths. Width of the base must be at least 50% of the width of the sign structure.
 - (c) Materials—all signs should share common design elements with the project and built with durable materials and finishes. Must be designed to allow individual tenant name to be easily changed without damaging the sign structure.
 - (d) Illumination—freestanding signs may be illuminated by direct or indirect interior lighting, from a ground source, or halo-lit. Large sign faces of white backlit materials may not be used.
 - (e) Size—freestanding sign shall not exceed a height of ten (10) feet. The maximum sign area is forty-eight (48) square feet.
 - (f) Quantity—one per project.
 - (g) Content—freestanding signs should clearly identify the project, individual tenants, and the project address.

2. Hotels.

- a. Hotels may utilize both wall mounted Signs and freestanding identification Signs. Additional or modified Signs may be permitted by the Committee in consideration of the special nature of the hotel business:

(1) Individual letters:

- (a) Letters—height not to exceed 30 inches with a maximum letter return of five (5) inches.
- (b) Size—shall not exceed one (1) square foot for each linear foot of the business wall elevation along the street frontage on which the sign is displayed for one (1) elevation, with sign area on all other elevations not to exceed one-half (1/2) square foot for each linear foot of elevation where the

sign is displayed. Maximum aggregate sign area is two hundred (200) square feet per business.

- (c) Illumination—internal.
- (d) Materials—architectural metal acrylic, other materials compatible with building finishes.
- (e) Detailing—background material must be readily capable of replacement or invisible repair to accommodate changes in Occupants. No exposed raceways permitted.
- (f) Content—hotel name and logo.

(2) Freestanding Identification Sign:

- (a) Location—freestanding signs shall be located near the main entrances(s) to the project to establish a focal point and assist motorists in finding the main driveway, located perpendicular to the street, and should be well integrated with the overall site design and landscaping.
- (b) Form—freestanding signs should be double faced, ground mounted monoliths. Width of the base must be at least 50% of the width of the sign structure.
- (c) Materials—all signs should share common design elements with the building and built with durable materials and finishes.
- (d) Illumination—freestanding signs may be illuminated by direct or indirect interior lighting, from a ground source, or halo-lit. Large sign faces of white backlit materials may not be used.
- (e) Size—freestanding sign shall not exceed a height of ten (10) feet. The maximum sign area is forty-eight (48) square feet.
- (f) Quantity—one per project.
- (g) Content—hotel name and logo.

3. Site Directional Signs.

Site directional Signs for the Property will display directional and/or regulatory information for circulation within a Site.

- a. Site directional Signs may be either building-mounted or post panel. Sign panels shall be 24 inches by 24 inches, 18 inches by 24 inches, or 12 inches by 18 inches with polyurethane enamel PMS 876 "Bronze" over metal. Posts shall be two inches by two inches extruded aluminum with polyurethane enamel finish (bronze).
- b. Typography shall be 1-1/2 inches Helvetica Medium, flush left.

4. Temporary Signs.

Two types of temporary Signs shall be allowed within the Property: construction and real estate marketing. Only one of each type of temporary Sign shall be permitted on a Site at any given time and must be removed immediately upon completion of the construction or marketing activity. All temporary Signs must be approved by the Committee prior to erection. All temporary Signs must conform to the following criteria:

- a. Installation--ground mounted panel parallel to the Street
- b. Materials--wood or metal
- c. Size--maximum four feet by eight feet during construction and two feet by three feet during the lease-up and marketing period
- d. Height--top of Sign may not exceed eight feet above top of curb during the lease-up and marketing period
- e. Location--at back line of landscape setback
- f. Illumination--non-illuminated
- g. Number--one per Street frontage

5. General Restrictions.

- a. No temporary promotional Signs, including trailer Signs, will be allowed on the Site (unless approved by the TARC pursuant to the City of Glendale Zoning Ordinance) or the adjoining Street right-of-way.
- b. Information on Signs can be added; however, each revision must conform to the Guidelines. A Sign that is to be replaced must be removed before the new Sign can be installed.
- c. Temporary Signs must be removed from the Site when construction is substantially complete and leasing Signs must be removed when all space in a Building is leased.
- d. Temporary Signs must be maintained in a "like new" condition.
- e. Temporary Signs and construction fences shall conform to Glendale Sign Ordinance for size, placement, and structural requirements.

- f. Animated, moving or flashing, or sound emitting Signs are prohibited.
- g. Signs painted with iridescent paint or Day-Glo colors are prohibited.
- h. Exposed fluorescent or incandescent illumination is prohibited.

VII. MAINTENANCE STANDARDS

A. MAINTENANCE OF IMPROVEMENTS OTHER THAN LANDSCAPING

1. The Owner shall maintain the Improvements in good and sufficient repair.
2. Improvements that are damaged by any cause shall be repaired promptly.
3. Graffiti shall be removed within 48 hours.
4. The Site shall be maintained in a safe, clean and neat condition free of rubbish and weeds. Roads and pavements shall be kept true to line and in good repair.

B. MAINTENANCE OF LANDSCAPING

1. Common Landscape Areas shall be maintained by the Association.
2. Private Landscape Areas shall be maintained by the Owner.
 - a. All plantings shall be maintained in healthy growing condition. Fertilization, cultivation and pruning shall be carried out on a regular basis.
 - b. Dead or dying plants shall be removed and replaced promptly.
 - c. All plantings are to be irrigated as often as necessary to provide healthy growing conditions.
 - d. All lawns shall be kept neat and mowed to a maximum of two inches in height.

C. MAINTENANCE COMPLIANCE

If minimum maintenance standards are not met by the Owner, the Association shall issue a letter to the Owner requesting corrective action. If the maintenance deficiency is not remedied within 10 days, the Association shall have the maintenance work performed and shall charge the Owner, who shall be obligated to reimburse the Association for all costs incurred.

D. ALTERATIONS TO IMPROVEMENTS

Any minor or major alterations to improvements after TARC approval or after improvements are completed shall be submitted and approved by TARC. Such submittals to the TARC shall be accompanied by an additional \$250.00 non-

refundable fee. Any major alterations to improvements may also require City of Glendale approval.

E. ENVIRONMENTAL

No Owner or Occupant shall store, discharge, or dispose of, and no Owner or Occupant shall permit the storage, discharge, or disposal of, any hazardous, toxic or regulated materials or substances on a Parcel in violation of applicable requirements of governmental authorities.

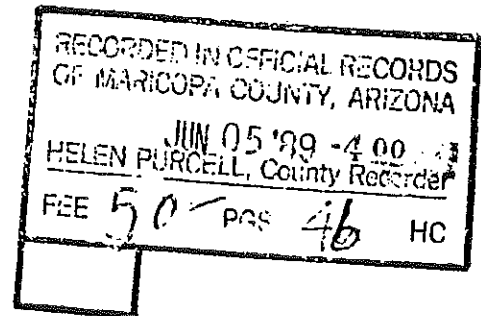
(SunCor11)

PROP RSTR (RS)

89 256418

When recorded return to:

Alice Jarvis Jardine
Jarvis & Owens
3900 E. Camelback Road
Suite 304 South
Phoenix, Arizona 85018



DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TALAVI

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AND RESTRICTIONS FOR TALAVI

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TALAVI

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made on May 31, 1989, by SunCor Development Company, an Arizona corporation ("Declarant") as owner of the real property located in the City of Glendale, County of Maricopa, State of Arizona, described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

The property described in Exhibit "A" (the "Property") is subject to this Declaration and will be known as "TALAVI" (the "Business Park").

The Business Park is being developed as a master-planned commercial and industrial complex. The design and development of the Business Park shall be subject to this Declaration and the Development Guidelines which shall be promulgated hereunder and which are for the purpose of enhancing, maintaining, protecting and improving the values and amenities in the Business Park.

ARTICLE I

DEFINITIONS

Section 1.1. "Ancillary Association". The term Ancillary Association shall mean an association created by the developer of a Parcel for the owners or tenants of business lots, pads, commercial condominium units or improvements within that Parcel.

Section 1.2. "Annexed Property". The term "Annexed Property" shall mean and refer to any and all real property (including all improvements thereon) which is annexed to the Property pursuant to the Declaration.

Section 1.3. "Architectural Committee" or "Committee". The terms "Architectural Committee" or "Committee" shall mean the Architectural and Development Control Committee created pursuant to Article V below.

Section 1.4. "Articles". The term "Articles" shall mean the Articles of Incorporation of the Association, as they may from time to time be amended, which are or shall be filed with the Corporation Commission of the State of Arizona.

EXHIBITS

- A--Legal Description
- B--Allocation of Memberships
- C--Landscape Easement Areas

Section 1.5. "Association". The term "Association" shall mean and refer to the Arizona nonprofit corporation (and its successors and assigns) organized by the Declarant to exercise the rights, powers and duties set forth in this Declaration. Declarant intends to name the Association the Talavi Property Owners Association.

Section 1.6. "Board" or "Board of Directors". The terms "Board" or "Board of Directors" may be used interchangeably herein and shall mean and refer to the Board of Directors of the Association, as the same may, from time to time, be constituted.

Section 1.7. "Business Park". The term "Business Park" shall mean the real property described in Exhibit "A" and the Improvements situated thereon, as such real property may be augmented or reduced pursuant to the provisions of this Declaration.

Section 1.8. "Bylaws". The term "Bylaws" shall mean the Bylaws of the Association, as they may from time to time be amended.

Section 1.9. "Common Area" or "Common Areas". The terms "Common Area" or "Common Areas" shall mean and refer to those portions of the Property which are owned by the Association in fee or by easement and any other areas with respect to which the Association has assumed in writing administrative or maintenance responsibilities. The Common Areas shall include the landscape easement areas identified on the plan attached hereto as Exhibit C.

Section 1.10. "Declarant". The term "Declarant" shall mean SunCor Development Company, an Arizona corporation, or its successors and assigns if such successors and assigns acquire or hold title to any part or all of the real property described in Exhibit "A" or hereafter annexed hereunder, and are expressly named as successor Declarant in a document executed by the Declarant and recorded with the County Recorder for Maricopa County assigning the rights and duties of Declarant to such successor Declarant, with such successor Declarant expressly accepting and assuming the assignment of such rights and duties.

Section 1.11. "Declaration". The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Business Park, as it may from time to time be amended or supplemented.

Section 1.12. "Development Guidelines" or "Guidelines". The terms "Development Guidelines" or "Guidelines" shall mean the design and development guidelines and standards and the review and approval procedures which shall be prepared and issued from time to time by the Architectural Committee for the purpose of assisting Property Owners and Lessees in preparing building, landscaping, site and development plans for the Property. Upon adoption, the Guidelines shall have the same force and effect as if set forth herein.

Section 1.13. "Exempt Property". The term "Exempt Property" shall mean (a) all Common Area owned in fee by the Association and (b) all land and improvements owned by or dedicated to and accepted by the City of Glendale, as long as such City land is used for roadway, landscaping or drainage purposes. Exempt Property shall be exempt from assessments and from all rights and obligations of membership in the Association but shall not be exempt from all other restrictions contained herein, including but not limited to the use and development restrictions.

Section 1.14. "Improvements". The term "Improvements" shall mean buildings, outbuildings, underground installations, slope and grade alterations, roads, curbs, gutters, storm drains, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, signs, loading areas, docks and all other structures, land development or landscaping improvements of every type and kind.

Section 1.15. "Lessee". The term "Lessee" shall mean the owner of a leasehold interest in a part or all of the Business Park.

Section 1.16. "Member". The term "Member" shall mean and refer to every person or entity who is a Member of the Association pursuant to Article IV hereof.

Section 1.17. "Mortgage". The term "mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Lot or Parcel in the Business Park.

Section 1.18. "Mortgagee". The term "mortgagee" shall mean a beneficiary under, or a holder of, a deed of trust or a mortgage.

Section 1.19. "Net Acre". For the purpose of establishing the number of votes for each Lot and the assessments for each Lot, the term "Net Acre" shall mean and refer to an acre of land (43,560 square feet) which does not include any area dedicated as a right-of-way.

Section 1.20. "Parcel" or "Lot". The terms "Parcel" or "Lot" are used interchangeably herein and shall mean and refer to each subdivided lot or parcel (but not a tract designated as Common Area) of the Business Park as described on Exhibit "A" or included within any Annexed Property. In the event any of the Property, now or hereafter subject to this Declaration is resubdivided, or in the event of a line or boundary adjustment of one or more Parcels or Lots, or a merger of two or more Parcels or Lots, then each of the Parcels or Lots thus created shall be deemed to be included within the definition of Parcel or Lot.

Section 1.21. "Party Wall" or "Party Walls". The terms "Party Wall" or "Party Walls" shall mean a wall constructed on or immediately adjacent to the common boundary of Lots, Parcels, Common Area or other property in the Business Park.

Section 1.22. "Period of Declarant Control". The Period of Declarant Control shall commence with the recordation of this Declaration and shall continue as long as the Declarant (a) owns any property in the Business Park or (b) has a monetary lien or encumbrance on any property in the Business Park.

Section 1.23. "Property Owner" or "Owner". The terms "Property Owner" or "Owner" shall mean the fee simple interest owner of any Lot or Parcel including, without limitation, one who is buying a Lot or Parcel under a recorded contract, but excluding others who hold such title merely as security. Owner shall not include a Lessee or licensee of a Lot or Parcel. In the case of Lots or Parcels, the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., the Trustor shall be deemed to be the Owner thereof. In the case of Lots or Parcels, the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar trust, 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 or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or Parcel.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Scope and Purpose. Declarant hereby declares that the Business Park and every part thereof is and shall be owned, leased, transferred, developed, improved, built upon or otherwise used, subject to this Declaration. This Declaration is declared and agreed to be in furtherance of an overall plan by Declarant for the development, improvement, sale and use of the Business Park and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Business Park and every part thereof.

Section 2.2. Covenants Running With The Land. Declarant hereby declares that the Business Park is now held, and shall hereafter be held, conveyed, leased, occupied, operated and used, subject to the easements, restrictions, conditions, covenants and agreements herein set forth, each and all of which are for, and shall inure to, the benefit of and pass with each and every part, Parcel and Lot of the Property and shall apply to and bind the heirs, successors and assigns of any Owner, Lessee or licensee thereof, and each of which shall constitute covenants running with the land between the respective Owners of such parts, Parcels, and

Lots and create privity of contract and of estate between all grantees of any such part, Parcel or Lot and the heirs, successors and assigns of each and all of them.

Section 2.3. Declarant's Power to Annex. Declarant may at any time during the Period of Declarant Control add all or a portion of any contiguous land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recordation of a notice of annexation of real property containing at least the provisions set forth in Section 2.4 of this Article II, the provisions of this Declaration as specified in said notice shall apply to such Annexed Property in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and the Owners, Lessees and licensees of Parcels within such Annexed Property shall be the same as in the case of the land described in Exhibit "A". Land which is separated from property described on Exhibit A or from property previously annexed hereunder, only by public or private roadways shall be deemed to be contiguous.

Section 2.4. Notice of Annexation of Land. The notice of annexation of real property referred to in Section 2.3 above shall contain at least the following provisions:

- (a) A reference to this Declaration stating the Maricopa County recording number thereof;
- (b) A statement that the provisions of this Declaration, or some specified part thereof, shall apply to such Annexed Property;
- (c) An exact description of such Annexed Property; and
- (d) Such other or different covenants, conditions, and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such Annexed Property.

Section 2.5. Declarant's Power to Exclude. The Declarant may at any time during the Period of Declarant Control, exclude or delete portions of the Property covered by this Declaration by recording an amendment to the Declaration which has been approved and executed by the Owner of the deleted portion of the Property.

ARTICLE III

THE ASSOCIATION

Section 3.1. The Organization. The Association shall be a nonprofit corporation formed under Arizona laws regarding nonprofit corporations, charged with the duties and empowered with the rights set forth herein, in the Bylaws and in the Articles. Upon the incorporation of the Association and on the close and recording of

the first Lot sale to an Owner, the Association shall be charged with the duties and vested with the powers set forth in the Articles, the Bylaws and this Declaration.

Section 3.2. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. Except as otherwise provided herein or in the Articles or Bylaws, all acts of the Association shall be made by a majority of the members of the Board. The Board may also appoint various committees and may contract with a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager and any employees of the Association.

Section 3.3. Powers. The Association shall have all the powers of a nonprofit corporation organized under the Arizona Revised Statutes concerning nonprofit corporations subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following: (a) commence and maintain actions or restrain and enjoin any actual or threatened breach of this Declaration and enforce by mandatory injunction or otherwise all of the provisions of this Declaration; (b) pay taxes, special assessments and other liabilities which are or would become a lien on the Property; (c) levy assessments and perfect and enforce liens as hereinafter provided; (d) enter into contracts and perform the duties set forth herein including but not limited to maintenance and repair of the Common Areas; (e) adopt, amend and repeal rules and regulations as it deems reasonable; (f) enter onto the Lots to enforce the provisions of this Declaration in accordance with the provisions of Article XIII; (g) enter into contracts with Property Owners or the City of Glendale regarding the maintenance of landscaped areas, parking areas or other areas; (h) elect to landscape and maintain any areas within or adjoining the Business Park; (i) purchase such insurance as the Board deems necessary or appropriate; and (j) borrow funds to pay costs of operation, secured by assessment revenues due for succeeding years or by assignment or pledge of rights against delinquent Property Owners; provided, however, that a majority of the outstanding votes of the Property Owners, including Declarant, shall be required to borrow in excess of Five Thousand and 00/100 Dollars (\$5,000.00). Said borrowing may be from Declarant should Declarant determine to advance funds for which Declarant shall receive no more than the published Valley National Bank (or its successors) prime rate plus one percent (1%) as interest.

Section 3.4. Rules. The Board may adopt, amend and repeal rules and regulations concerning all aspects of the Association's rights, activities and duties. The rules may govern and restrict the use of any area in the Business Park; provided, however, that the rules shall not discriminate among Members except to reflect their different rights as provided herein, and shall not be inconsistent with this Declaration, the Articles and the Bylaws. Upon adoption, the rules shall have the same force and effect as if set forth herein. After the expiration of the Period of Declarant Control, any amendment to the Rules must be approved by a majority of the outstanding votes of the Association.

Section 3.5. Personal Liability. No Member of the Board, or of any committee of the Association, or any officer of the Association, or any manager, or the Declarant, or any agent of Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

Section 3.6. Ancillary Associations. In the event an Ancillary Association is formed by the developer of a Parcel, the articles of incorporation, bylaws and other governing documents for such Ancillary Association (including any declaration of additional restrictions) shall not be effective unless such documents have been approved by the Association. The governing documents for an Ancillary Association must specify that such association and the rights of its members are subject to the provisions of this Declaration, the provisions of the Articles and Bylaws of the Association and the provisions of the Development Guidelines. The Board may delegate to an Ancillary Association the responsibility for billing and collecting for some or all of the assessments.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Memberships. Each Property Owner, including the Declarant, shall have one membership rounded off to the nearest Net Acre for each Net Acre owned by such Property Owner; provided, however, that any Property Owner owning a Lot containing less than one Net Acre shall have one membership. Thus an Owner of 6.3 Net Acres shall have six memberships, and the Owner of 1.8 Net Acres shall have two memberships and the Owner of 3.5 Net Acres shall have four memberships. The number of Net Acres in a Lot or Parcel (and the number of memberships attributable to the Lot or Parcel) are set forth on Exhibit B attached hereto and incorporated herein by this reference. In the event of a resubdivision of all or any portion of the Business Park or in the event of the annexation of any additional property hereunder, the revised number of Net Acres

and the number of memberships attributable to each Lot or Parcel may be set forth in a supplement hereto, in the Bylaws or in a resolution of the Board.

Section 4.2. Transfer of Memberships. A Property Owner shall automatically, upon becoming the record Owner of a Parcel, be a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Such membership shall be appurtenant to and pass with the ownership of such Parcel. The membership shall not be transferred, pledged or alienated in any way, except as appurtenant to a transfer of ownership of a Lot. Any attempt to transfer a membership except as appurtenant to the transfer of ownership of a Lot shall be void and shall not be reflected upon the Association's books and records. An Owner shall notify the Association of any transfer of the ownership of a Lot or Parcel.

Section 4.3. Voting. Each Property Owner shall have one vote for each membership owned as provided in Section 4.1 above. Whenever there is a vote to be made pursuant to the terms of this Declaration, it shall be made in accordance with the provisions of this Section 4.3.

Section 4.4. Initial Board of Directors. The initial Board of Directors of the Association shall consist of three Directors and shall be appointed by the Declarant upon the incorporation of the Association. During the Period of Declarant Control, the Declarant shall have the sole right, in its absolute discretion, to appoint and remove three Directors of the Board; however, the Declarant may temporarily or permanently relinquish its right to appoint or remove some or all of the Directors at any time as provided in Section 14.1. If the Declarant relinquishes its appointment rights, the Members (including the Declarant) shall then elect all Directors.

Section 4.5. Subsequent Board of Directors. After Declarant has conveyed to Property Owners, other than Declarant, seventy-five percent (75%) or more of the Net Acres in the Business Park, the Board shall be increased to five Directors and the Association Members (excluding the Declarant) shall have the right to elect the two additional Directors; which two Directors may only be removed by action of the Members of the Association (except the Declarant). Declarant shall retain the right to appoint and remove the other three Board Directors. The duly elected Board shall serve until the next annual meeting as provided for in the Bylaws. At each subsequent annual meeting, the Members of the Association shall elect two Directors who shall serve until each next annual meeting and the Declarant shall appoint the other three Directors. The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof, except as expressly reserved herein to a vote of the Members. Upon the expiration of the Period of Declarant Control, Declarant shall no longer have the right to

appoint any Directors of the Board and all rights and obligations of Declarant under this Article shall automatically terminate, except its right to vote with other Members to elect Directors as long as the Declarant is a Member. Thereafter, the Bylaws may provide for staggered terms and lengths of terms for Directors chosen by the Association Members which are different than those initially set forth in this Declaration and may provide for a greater or lesser number of Directors to be chosen by the Association Members than are set forth herein; provided however that in no event shall there be fewer than three Directors.

Section 4.6. Administration and Compliance. In the event that the Articles or Bylaws are in any way inconsistent with this Declaration, then this Declaration shall prevail and control. Each Owner, guest, licensee or Lessee of a Parcel shall comply with the provisions of this Declaration, the Articles, Bylaws, rules and Development Guidelines of the Association, as amended from time to time, and failure to so comply shall be grounds for (a) an action for damages and/or injunctive relief, and (b) such remedies, by legal proceedings or otherwise, as are available by reason of this Declaration or by law, each of which remedies shall be cumulative and in addition to any other available remedy.

ARTICLE V

ARCHITECTURAL AND DEVELOPMENT CONTROL COMMITTEE

Section 5.1. Committee Composition. An Architectural Committee which shall be organized shall consist of three persons.

Section 5.2. Alternate Members. There shall also be two alternate members either of whom may be designated by the Committee to act as a substitute for any member of the Committee in the event of his or her unavailability or disability.

Section 5.3. Appointment.

(a) Until five years following the expiration of the Period of Declarant Control, Declarant shall have the right to appoint and remove all members and alternate members of the Committee. The Declarant may relinquish its right to appoint all or some of the Committee members and alternates at any time as provided in Section 14.1.

(b) After the Declarant's relinquishment of its appointment rights or five years following the expiration of the Period of Declarant Control, the Association through its Board shall, without further act or deed of the Declarant, exercise all rights of Declarant provided herein to appoint and remove members of the Committee, to enforce and implement the Development Guidelines and to perform Declarant's obligations under the Declaration; and at such time, all obligations of

Declarant under this Article shall automatically terminate, and except as otherwise provided herein, all rights and obligations of the Declarant under this Article shall vest in the Board.

Section 5.4. Terms of Office. The term of all Committee members and alternates appointed by the Declarant shall be set by the Declarant. The term of all Committee members and alternates appointed by the Board shall be one year. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members whose terms have expired may be reappointed or re-elected.

Section 5.5. Resignations; Vacancies. Any member of the Committee may, at any time, resign from the Committee upon written notice to Declarant so long as Declarant has the sole right to appoint any member, or upon written notice to the remaining Committee members and to the Board when the right to appoint any members is vested in the Board. Vacancies on the Committee of members appointed by Declarant, however caused, shall be filled by Declarant so long as Declarant has the right to appoint members. Vacancies on the Committee of members appointed by the Association, however caused, shall be filled by the Board.

Section 5.6. Duties. It shall be the duty of the Committee to perform the functions required of it by this Declaration; to consider and act upon all plans, specifications and other documents submitted to it pursuant to the terms hereof; to adopt Development Guidelines; and to perform all other duties delegated to and imposed upon it by this Declaration. The Board shall determine the compensation, if any, to be paid to the members of the Committee.

Section 5.7. Meetings. The Committee shall meet as often as it, in its sole discretion, shall deem necessary to properly perform its duties hereunder. The vote or written consent of any two members shall constitute an act by the Committee. The Committee shall keep written records of all actions taken by it.

Section 5.8. Development Guidelines. In addition to the architectural and development standards set forth herein, the Committee shall, from time to time, and in its sole discretion, draft, propose and adopt certain standards and regulations, to be known as Development Guidelines. Such Development Guidelines, and any amendments thereto, shall interpret and implement the provisions hereof by setting forth (a) the standards and procedures for Committee review, and (b) guidelines for Improvements which shall include, but not be limited to, guidelines for the architectural design of Improvements, site plans, floor plans, exterior elevations for Improvements, landscape plans, irrigation plans, color schemes, signage and exterior lighting finishes and materials for use in the Business Park. After the expiration of the Period of Declarant Control, any amendment to the Development Guidelines must be approved by a majority of the outstanding votes of the Association.

ARTICLE VI

RESERVATION OF EASEMENTS

Section 6.1. Easements for Maintenance. Declarant hereby reserves to itself, its successors and assigns, and to the Association, a nonexclusive easement for ingress and egress over the Parcels and all other areas within the Business Park for the purposes of repair, reconstruction, restoration, landscaping and maintaining the Common Areas and for other maintenance, rights and duties permitted to or required of the Declarant or the Association hereunder.

Section 6.2. Owner's Easement in Common Areas. 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 and Parcel. All Lessees shall have a nonexclusive, nontransferable temporary easement to use and enjoy the Common Areas so long as they remain Lessees. The foregoing grant and rights are subject, among other things, to the following limitations:

(a) 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.

(b) The right of the Association to regulate the use of the Common Areas through rules. The rules concerning the Common Areas shall be promulgated, in the absolute discretion of the Board, to enhance the preservation of the Common Areas to preserve the safety and convenience of the users thereof, and to otherwise promote the best interests of the Owners.

(c) The right of the Association to change the use of Common Areas and to change the size, shape or location of the Common Areas.

Section 6.3. Reservation of Utility Easements. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each of its grantees and their successors and assigns, easements for the location, installation and maintenance of utilities of convenience or necessity as may be requested or required by Declarant or its grantees and their successors and assigns. The Owner of any Parcel within the Business Park and any of his assignees shall have the right at all reasonable times to enter upon the land covered by said easements and to install, maintain, repair and service utilities thereon for the use and benefit of his own respective Parcel; provided, however, that any such person shall restore said land, at his own expense, to as nearly as practicable, the same condition as existed prior to such

entry. The Owner of any Parcel shall have the right to assign the benefit and use of any such easement to any electric company, gas company, telephone company, flood control district, or other public utility, or to the State of Arizona or any subdivision thereof, for the purpose of installing, operating and maintaining utilities and any drainage easements and enforcing the current easement rights. For the purpose thereof, "utilities" shall include electricity, gas mains and lines, water distribution lines, storm water sewers, sanitary sewers, telephone and telegraph cables and lines, and other similar or related facilities commonly regarded as utilities. No conveyance by Declarant of any Lot or Parcel within the Business Park, or any interest therein, shall be deemed to be or construed as a conveyance or release of the easements herein reserved, even though such conveyance purports to convey such Parcel or Parcels in fee simple or purports to convey Declarant's entire interest therein; but, notwithstanding the foregoing, Declarant reserves the right unto itself, and Declarant shall have the right to express language to such effect, from time to time, to release any segment or area of the above reserved easements provided that Declarant causes any utility or utilities existing therein to be relocated without expense to the users thereof and without any unreasonable interruption of any utility service furnished through the easement to be released.

ARTICLE VII

REGULATION OF IMPROVEMENTS

Section 7.1. Approval of Plans.

(a) Approval Required. Except for Improvements constructed and installed by the Declarant, no Improvement shall be constructed, erected, placed, altered, maintained or permitted to remain in the Business Park until plans and specifications and other documentation required by the Development Guidelines for said Improvements (the "Application"), which may include but not be limited to site plans, floor plans, exterior elevations, sections, materials, colors, landscaping, irrigation, signage, exterior lighting and any other information needed to accurately describe the exterior appearance or functional characteristics of said Improvements, have been submitted to and approved in writing by the Committee, however, such approval shall not be unreasonably withheld. Three sets of the Application shall be filed with the Committee. Improvements approved in writing by the Declarant prior to the recordation of this Declaration shall be deemed approved by the Committee.

(b) Filing Fee. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the Application for each building or other construction project submitted. In the event resubmission of an Application is necessary, the Committee may require an additional filing fee.

(c) Governmental Regulations. All Applications for Improvements submitted to the Committee hereunder shall comply with any and all laws, rules, regulations or ordinances applicable to the Business Park which have been promulgated by any local, state, federal or other governmental agency or authority.

(d) Basis for Approval. The Committee shall have the right to disapprove the Application submitted to it in the event any part of it is (i) not in accordance with this Declaration or the Development Guidelines; (ii) incomplete; (iii) not in compliance with relevant approvals or regulations of local, state, federal or other governmental agencies; (iv) deemed by the Committee to be contrary to the best interests of the Business Park or the Property Owners; or (v) incompatible with the architectural style, quality or aesthetics of existing improvements or development plan. The Committee shall not unreasonably withhold its approval of an Application submitted to it. In this connection the Committee may base its approval or disapproval on criteria which may include but are not limited to the following: the adequacy of the building locations and dimensions on the Lot; the adequacy of the parking to be provided; conformity and harmony of external design with neighboring structures; effect of location and use of proposed Improvements on neighboring Lots and the types of operations and uses thereof; relation of topography, grade and finish ground elevation of the Lot being improved to that of neighboring Lots; proper facing of main elevation with respect to nearby streets; adequacy of screening of trash facilities and mechanical, air-conditioning or other rooftop installations; adequacy of landscaping; and conformity of the Application to the purpose and general plan and intent of this Declaration. Any decision of the Committee made after the Declarant is no longer entitled to appoint the members of the Committee, may be appealed to the Board. The decision of the Board shall be final. As long as the Declarant is appointing the members of the Committee, any decision of the Committee shall be final.

(e) Result of Inaction. The Committee shall approve or disapprove the Application within forty-five days from the receipt thereof. If the Committee fails either to approve or disapprove the Application within said forty-five day period it shall be irrevocably deemed that the Committee has approved the Application. At least one set of said Application shall, with the approval or disapproval endorsed thereon, be returned to the submitting person and one set shall be retained by the Committee for its permanent files. Notwithstanding Section 14.10, no request shall be deemed filed with a Committee until it is actually received by at least one Committee member, and all submissions to the Committee shall be made by certified

mail or personal delivery. In any event, after the expiration of one year from the completion of construction of any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers or encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions of the approval of the Architectural Committee, unless, within such one year period, actual notice of noncompliance executed by the Architectural Committee shall appear of record in the office of the County Recorder of Maricopa County, or a complaint has been filed to enforce compliance. Notwithstanding the foregoing, no Application shall receive final approval or be deemed approved by lapse of time, unless and until the City of Glendale has approved the plans and specifications. All plans and specifications must be preliminarily approved by the Committee prior to submission to the City of Glendale.

(f) Proceeding with Work. Upon receipt of approval from the Committee pursuant to this Section and upon receipt of approvals from the City of Glendale, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction, refinishing, alterations, excavations and landscaping. In all cases, work shall be commenced within twelve months of the date of such approval. If work is not commenced within twelve months following the date of such approval, then the approval given or deemed given pursuant to this Article shall be deemed revoked unless the Committee, upon request made prior to the expiration of said twelve month period, extends the time for commencing work.

(g) Completion of Work. All construction, refinishing, alteration or excavation of any Improvements approved under this Section 7.1 (i) shall be undertaken and pursued diligently through to completion, and (ii) in any event, shall be completed within two years of the date of approval, except the time for completion shall be extended for any period such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities or other similar supervening forces beyond the control of the Owner or his agents. Failure to comply with this Subsection 7.1(g) shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth herein or any other remedies provided by law or in equity.

(h) Liability. Neither Declarant, the Committee nor any member thereof nor any agents of Declarant or of the Committee shall be liable for any damage, loss or prejudice suffered or claimed by any Property Owner or any other person or entity who submits an Application; provided the Declarant, Committee member or agent has acted in good faith without intentional

misconduct. Any person or entity who submits an Application shall forever defend and hold the Declarant, the Committee, the members thereof and the agents of each harmless from all damage, loss or prejudice suffered or claimed by any third party on account of (i) any defects in any plans, drawings, specifications or other documentation submitted in any Application, revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans, drawings, specifications or other documentation; (ii) the approval or disapproval of any Application, whether or not defective; (iii) the construction or performance of any work, whether or not pursuant to an approved Application; or (iv) the development of any Lot or Parcel within the Business Park.

Section 7.2. Variances. The Architectural Committee is hereby authorized and empowered to grant variances for uses within the Business Park prohibited hereunder or by the Development Guidelines and further to grant reasonable requests for relief from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. Notwithstanding the foregoing, the Architectural Committee shall not grant such a variance to any Owner unless (i) such Owner has obtained all necessary governmental approvals, (ii) the construction of Improvements or uses which are called for under the request for the variance shall be consistent in design, character, appearance and quality of construction with the other Improvements and uses in the Business Park, (iii) the variances do not materially injure in the judgment of the Committee any of the Parcels or Improvements in the Business Park, and (iv) the construction of Improvements or uses called for under the request for variance are otherwise subject to and conform with all applicable laws, ordinances, rules and regulations including, but not limited to, zoning regulations of any governmental agency or political entity having jurisdiction over the Business Park. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property. In addition to the variance powers provided herein, the Committee shall be empowered to issue from time to time reasonable interpretations of the intent of the provisions of this Declaration or the Guidelines, which interpretations shall not constitute variances from the provisions of the Declaration but shall be designed to further the implementation of the Declaration in a manner consistent with its provisions.

Section 7.3. Interim Landscaping. Prior to the sale of any Parcel by Declarant, or after such sale but prior to development of the Parcel by the Owner thereof, Declarant may install or may require the Property Owner to install landscaping on all or part of the Parcel as necessary to provide for compatible and continuous landscape development of the Business Park. The Association shall

maintain such landscaping until the Owner commences development of the Parcel, after which time the Owner shall maintain such landscaping pursuant to Subsection 7.4(b) hereof, unless otherwise provided herein. The Association may charge the Owner for the cost of maintenance by the Association, which charge shall be payable by such Owner as a reimbursement assessment in accordance with Section 10.7 hereof.

Section 7.4. Maintenance.

(a) General. Notwithstanding the existence of any insurance covering an Owner, the Association, or both, against loss, damage and destruction, the Association and each Owner shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Article.

(b) Property Owner's Obligation for Maintenance and Repairs.

(i) Maintenance and Repair of Lots, Buildings and Landscaping. All Lots and Improvements, whether occupied or unoccupied, shall at all times be maintained by Property Owners in such a manner as to prevent their becoming unsightly by reason of unattractive growth or the accumulation of rubbish or debris thereon. No Lot or Improvement in the Business Park shall be permitted by its Owner to fall into disrepair, and each such Lot and Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Lots shall be kept in an orderly condition during construction. Any construction equipment and building materials stored on a Lot may be kept only in areas approved by the Committee which may also require screening of such storage areas.

All Owners of developed property shall maintain all plants and trees in a healthy, growing condition. Lot maintenance shall include, without limitation, the following:

(A) Maintaining paved surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(B) Removing all papers, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(C) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(D) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(E) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

(F) Maintaining, mowing, weeding, trimming, watering, fertilizing, cultivating and pruning, all landscaped areas and replacing as necessary shrubs and other landscaping on a regular basis.

Dead or dying plants shall be removed and replaced within thirty days. All plants and trees are to be irrigated as often as necessary to maintain healthy growing conditions. Owners shall adjust tree guys, stakes, etc., on a regular basis to maintain neat appearance and to prevent damage to trees.

In the event an Owner fails to maintain or repair pursuant to this Subsection, the Board may, without limiting any other rights or remedies available to the Board or Association hereunder, remedy such failure to maintain and/or repair in the manner provided in Section 13.1(a) hereof.

(ii) Alteration and Repair of Common Areas. In the event any act or condition caused by any Property Owner or his Lessees, licensees, agents, employees, customers or guests results in the destruction or removal of any landscape or other Improvements within Common Areas maintained by the Association hereunder, such Property Owner shall repair and replace, in good and workmanlike manner and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Improvements in such Common Areas. Any landscape Improvements shall be replaced with landscaping and other materials of like size and kind. In the further event such Owner fails to replace said damaged Improvements within thirty days after written request therefor by the Board, the Board shall replace said Improvements with materials of like size and kind as approved by the Committee, and all costs and expenses incurred by the Board in connection with such replacement, together with a charge for the Board's overhead in the amount of twenty-five percent (25%) of such costs and expenses, shall be paid by such Property Owner as a reimbursement assessment in accordance with Section 10.7 hereof.

(iii) Lateral Support. Each Owner shall maintain his Parcel with sufficient landscaping and plantings so as to prevent erosion upon his Parcel that will result in damage to that Parcel or to any adjacent Parcel.

(c) The Association's Obligation for Maintenance and Repairs. The Association shall maintain the Common Areas including all improvements, facilities, landscaping and planting thereon in good condition and repair, and more specifically as follows:

(i) Standard of Care. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of the Common Areas and other properties maintained by the Association; however, the Board shall be the sole judge as to the appropriate maintenance of all such areas.

(ii) Cost of Maintenance. The cost of the normal maintenance for which the Association is responsible under this Section shall be assessed as part of the regular assessments in accordance with the provisions of Section 10.5 hereof; provided, however, that the cost of any maintenance, repair or replacement of the Common Areas which results from the negligence or willfulness of an Owner or an Owner's Lessee, guest, employee, agent, licensee or customer, together with a charge for the Association's overhead in an amount equal to twenty-five percent (25%) of such costs, shall be paid by such Owner as a reimbursement assessment as provided in Section 7.4(b)(ii) and in accordance with Section 10.7 hereof.

Section 7.5. Excavation. No excavation shall be permitted except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be graded and leveled. No Owner shall perform any excavation upon his Parcel that will result in damage to any adjacent Parcel.

Section 7.6. Damage and Destruction Affecting Parcels -- Duty to Rebuild. If all or any portion of a Parcel or any Improvement on any such Parcel is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Parcel to (a) rebuild, repair or reconstruct the Parcel and the Improvements thereon in a manner which will restore them to a condition and appearance approved by the Board and the City of Glendale, (b) if permitted by the Board, raze and remove the damaged Improvements, restoring the Parcel to substantially its original unimproved condition, or (c) any combination of the above, all in a manner satisfactory to the Board. The Owner of any Parcel on which damaged Improvements are located shall be obligated to proceed with

all due diligence hereunder, and such Owner shall cause cleanup and/or reconstruction to commence within three months after the damage occurs and to be completed within twelve months after damage occurs, unless prevented by causes beyond his reasonable control as determined by the Board.

Section 7.7. Insurance Obligation of Owners. Each Owner shall purchase such liability, fire or other casualty insurance as such Owner desires or as may be required by any mortgagee of a mortgage on his Parcel or by any beneficiary of a deed of trust encumbering his Parcel. The Association shall not be obligated to insure any Parcel, portion thereof or Improvements thereon.

Section 7.8. Leases. Any agreement for the lease of all or any portion of a Lot or Parcel must be in writing and must be expressly subject to this Declaration, the rules of the Association, the Development Guidelines, the Articles and the Bylaws. Any violation of the Declaration or other documents listed above shall be a default under the lease. An Owner shall notify the Association regarding the existence of all leases. The Owner of the Lot shall remain liable for any violations of this Declaration, the rules, and the Development Guidelines. All notices hereunder shall be sent to the Owner.

Section 7.9. Party Walls. Party Walls shall include all walls constructed on or immediately adjacent to the common boundary of Parcels, Common Area or other property in the Business Park. Except as hereinafter provided, the rights and duties of Owners of contiguous properties which have Party Walls shall be as follows:

(a) Each Owner shall have the right to use the Party Wall, provided that such use does not interfere with any adjoining Owner's use and enjoyment thereof.

(b) If a Party Wall is damaged or destroyed through the act or failure to act of an Owner or any of his Lessees, licensees, agents, guests, customers, or employees (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to promptly rebuild and repair the Party Wall without cost to the Owner of the adjoining property.

(c) In the event any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or failure to act of an adjoining Owner, his Lessees, agents, guests, licensees, customers or employees, it shall be the obligation of all Owners whose properties adjoin such Party Wall to rebuild and

repair such Party Wall at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their respective properties on the damaged or destroyed Party Wall.

(d) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be binding. Notwithstanding any such decision, an Owner may seek indemnity from the party causing the damage.

(e) Notwithstanding the foregoing and unless otherwise agreed by the Association, in the case of Party Walls (i) between Common Areas and Lots or Parcels, or (ii) constructed by the Declarant or the Association on Common Areas within a Lot or Parcel, the Property Owner shall be responsible for all maintenance thereof.

(f) In the event a Party Wall which separates the interiors of two structures is constructed on adjoining Parcels or a Party Wall which constitutes the exterior wall of a structure is constructed on a Parcel, with the Declarant's consent, additional covenants and restrictions may be recorded by the Owners of those Parcels concerning the maintenance and repair of any such Party Walls. If so provided, such recorded and approved additional covenants and restrictions may supersede the provisions of this Section 7.9.

ARTICLE VIII

ARCHITECTURAL AND DEVELOPMENT STANDARDS

Section 8.1. Parking. No on-street parking of any nature whatsoever will be permitted on public streets bordering or within the Business Park regardless of whether parking plans have been approved by the Committee, the City of Glendale, and/or Maricopa County. Paved off-street parking as required herein and by any applicable rules or regulations of any governmental authority shall be provided by each Property Owner on his Parcel to accommodate all parking needs for employees, visitors, Lessees, licensees, invitees, and company vehicles. Notwithstanding prior approvals of parking layouts by the Declarant, the City of Glendale, or any other governmental jurisdiction or authority, if parking requirements increase as a result of any change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this Section and eliminate the need for any on-street parking, which will be absolutely prohibited.

Section 8.2. Refuse Collection Areas. All refuse from any Lot shall be accumulated in an approved "dumpster" container for such Lot provided by the City of Glendale or a licensed refuse

company. All refuse collection areas in the Business Park shall be located in areas approved by the Committee. No refuse collection area shall be permitted between any street and the respective building setback line. All exterior refuse collection areas in the Business Park shall be screened by building walls or screen walls as required by the Committee. All dumpster enclosures in the Business Park shall meet the requirements of the City of Glendale. The location of all such enclosures shall allow for adequate ingress and egress by collection trucks.

Section 8.3. Exterior Storage Areas and Service Yards. No storage shall be permitted between any public street and the respective building setback line of any building in the Business Park. Storage areas shall be located in the least visible area of each Parcel. All outdoor storage areas and service yards in the Business Park shall be visually screened from access streets and adjoining property by a continuous screen wall as required by the Committee. No work in progress, stored merchandise, or racks shall extend above the height of such screen wall.

All motor vehicles (other than passenger vehicles) and all equipment owned and operated by Owners of Lots in the Business Park shall be stored in a screened outdoor storage area approved by the Committee. All manufacturing activities in the Business Park are to be confined within a building, except that minor ancillary activities associated with the business operation may be located outside in a service yard approved by the Committee.

Section 8.4. Equipment. All roof-mounted equipment and ventilators projecting above the roof parapet of any building in the Business Park shall be screened by an enclosure designed and painted to be compatible with the building. No wall-mounted equipment shall be permitted on the front or sides of any such building. Unless otherwise permitted by the Committee, ground-mounted building electrical or mechanical equipment will be allowed only in side or rear yards and must be screened from view by walls or dense landscaping. Storage tanks and process equipment will be allowed only in side or rear yards of Lots in the Business Park. Such tanks and equipment must be located where they will be the least visible to the public and must be screened by screen walls approved by the Committee. No storage tanks or process equipment shall be located between any street and the respective building setback line.

Section 8.5. Signs. All signs shall comply with the Zoning Code of the City of Glendale and must be approved in advance of installation by the Committee. Except as approved by the Committee, no outdoor advertising signage of any kind shall be allowed, except that "For Sale", "For Lease", and development signs may be placed on the actual property so advertised subject to the Development Guidelines and Committee approval.

All permanent project signage concepts and designs shall be approved by the Committee prior to fabrication and installation. Signage in the Business Park shall be located within sign areas indicated on plans for Improvements approved by the Committee. Signage shall be designated as an integral part of any building in the Business Park and shall be compatible with the exterior architecture of such building with regard to location, scale, color and lettering.

Section 8.6. Utility Lines and Antennas. Except as may be approved by the Committee, no utility lines or wires or other devices in the Business Park for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed, or maintained anywhere in or upon any Parcel other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any building or other Improvement on any Parcel unless the consent of the Committee shall first have been obtained. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of Improvements on any Parcel, subject to approval of the Committee.

Section 8.7. Landscaping. All landscape areas in a Parcel shall be landscaped within ninety days following the issuance of a certificate of occupancy for all or a portion of the Improvements placed upon the Parcel. If an Owner fails to install landscaping as required hereunder, the Board may enter upon the Parcel and install such landscaping as permitted by Section 13.1(b). Every Parcel in the Business Park upon which Improvements are constructed shall be landscaped in accordance with the Plans and Specifications submitted to and approved by the Committee pursuant to Section 7.1 hereof. An automatic irrigation system complying with the standards set forth in the Development Guidelines shall be installed in all landscaped areas. These provisions are intended to promote the establishment of compatible and continuous landscape development designed to enhance and unify the Business Park.

Section 8.8. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot or Parcel shall be further subdivided or separated into smaller Lots or Parcels by any Property Owner, and no portion less than all of any such Lot or Parcel, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant or the Architectural Committee. This provision shall not apply to transfers of any undivided ownership interest in the whole of any Lot or Parcel. Further, this provision shall not, in any way, limit Declarant from subdividing

or separating into Lots or Parcels any property at any time owned by Declarant. No subdivision plat or further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any property in the Business Park unless the provisions thereof have first been approved in writing by the Declarant or the Architectural Committee and any plat or other covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any area in the Business Park, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the property has been approved by the Declarant or the Architectural Committee and the proposed use otherwise complies with this Declaration and the general plan of development of the Business Park.

Section 8.9. Retention and Drainage. Each Property Owner shall construct, grade and maintain his Parcel(s) in such a manner that such Parcel(s) shall hold and retain all water coming on to such Parcel(s) as a result of a 100 year, two hour storm event. Run off from such a 100 year, two hour storm shall be passed into a site drainage system in a manner that does not damage landscaping or other Improvements. No Property Owner shall permit water to drain from such Property Owner's Parcel(s) onto adjacent Parcels, except through drainage areas identified on a plat or other recorded document and in a manner which does not damage landscaping or other Improvements. Upon request by the Declarant, Property Owners shall grant or dedicate any drainage easements for the benefit of Parcels within the Business Park as may be required to implement the Business Park drainage system designed by the Declarant and approved by the City. All drainage plans shall be reviewed and approved by the Committee. No change in the drainage pattern or Improvements may be made without the prior written approval of the Committee. An Owner shall not at any time hereafter fill, block or obstruct any drainage easements or drainage structures on his Lot and each Owner shall repair and maintain all drainage easements and drainage structures located on his Lot. No structure of any kind shall be constructed and no vegetation shall be planted or allowed to grow within the drainage easements which may impede the flow of water under, over or through the easements. The Association shall be responsible for the operation, including, but not limited to, the opening and closing of all valves within the Talavi drainage system.

Section 8.10. Development Guidelines. Each Owner and Parcel shall comply with all additional architectural and development standards promulgated from time to time as the Development Guidelines.

Section 8.11. Effect of Limitations. Any limitations on Improvements in the Business Park contained herein or in the Development Guidelines are supplemental to controls established by zoning, building, fire or other jurisdictional codes and regulations and the more restrictive shall apply.

ARTICLE IX

USE RESTRICTIONS

Section 9.1. Permitted Uses and Nuisances.

(a) Permitted Uses. Except as otherwise provided herein or by the Development Guidelines, all uses allowed by the Commercial and M-P (Industrial Park District) zoning ordinances and regulations of the City of Glendale, if approved by the Committee in writing, shall be permitted uses within the Business Park.

(b) Specially Permitted Uses. Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if approved in writing by the Architectural Committee and permitted by the City of Glendale. Approval or disapproval shall be based upon consideration of the effect of such operations or uses on other property subject to this Declaration and upon the occupants thereof.

(c) Nuisances. No Property Owner, Lessee, or other person or entity shall create a nuisance in the Business Park. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Parcel, and no odors shall be permitted to arise therefrom so as to render any Parcel or portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants thereof after the initial occupancy or during the initial construction or operation of the Improvements. No use or operation shall be conducted in the Business Park which is noxious, objectionable, unsightly or detrimental to others in any manner and due to any cause, such as, but not limited to, vibration, sound, electro-mechanical disturbances, electro-magnetic disturbances, radiation, air or water pollution, dust or emission, storage or dumping of hazardous wastes or other toxic and odorous non-toxic matters.

Section 9.2. Prohibited Uses. Operations and uses which will not be permitted on any Parcel include, without limitation, the following:

(a) Agriculture. Agricultural uses including animal husbandry.

(b) Residential/Lodging. Any residence other than quarters for a property caretaker, subject to the prior written approval of the Committee; recreational vehicle parks; camping or labor camps.

(c) Vehicles/Equipment Sales and Repairs. Recreational vehicle sales, new or used automobile or truck sales or leasing, equipment sales, rental yards or maintenance facilities.

(d) Storage Yards, Parking Lots. Storage yards for bulk materials; recreational vehicle storage; public or private parking lots except lots in conjunction with approved projects; truck, bus, or heavy equipment garages; dispatching and weighing stations; bulk storage and distribution of petroleum or other hydrocarbon products or other chemicals; tent shelters or other temporary storage.

(e) Food or Plant Products Processing. Fish products, sauerkraut, vinegar, sugar beets, coffee roasting, chocolate or cocoa products manufacturing; grain mills, storage and elevators; feed (grains) manufacturing and/or processing; seed treatment, processing or extraction of oil; paper or wood pulp.

(f) Animal Products Processing. Fat rendering; stockyards or slaughtering of animals; meat smoking or packing.

(g) Wrecking and Salvaging Operations. Auto wrecking and salvage; junk yards; house movers, equipment, storage or wrecking yards; metals crushing or separating for salvage; waste paper or glass recycling.

(h) Mining/Exploration. Surface mining operations, including aggregate or minerals; subsurface mining of any kind; drilling for and/or the removal of gas or oil.

(i) Heavy Manufacturing. Manufacture of bricks, blocks, large concrete precast items such as pipe and construction shapes, cast stone items; processing of cement, clay, cinders, aggregate, pumice; concrete and asphaltic concrete mixing plants; saw mills or planing mills; plating works; battery manufacturing; refining of petroleum or other hydrocarbon products; manufacturing or distillation of chemicals, including insecticides and herbicides; smelting of metals; rolling or stamping of metal; foundry casting; steel fabrication (plate, structural, reinforcing bar, tanks); sand blasting yards.

(j) Sewage/Garbage. Sewage disposal or treatment plants; equipment yards for septic tank, cesspool servicing or cleaning companies; dumping, disposal, incineration or reduction of garbage, dead animals, refuse or silage.

(k) "Public" Facilities. Stadiums; cemeteries; carnivals, rodeos and the like, except on a special "one-time" temporary basis with written approval of the Committee; animal kennels and hospitals, except with written approval of the Committee; jail or detention facilities.

In addition, no Parcel shall be used for an activity or purpose, which is considered by the Board of Directors or the Committee in its sole and absolute discretion to be objectionable as an intrusion into the environment of sound, odor, visual effect or physical impact, which in its opinion will disturb or tend to disturb the other Owners or Lessees in the Business Park, or which is deemed by the Board or Committee in its sole opinion to constitute a nuisance.

Section 9.3. Additional Restrictions. Prior to the close of a sale of a Lot by the Declarant, the Declarant may record additional restrictions on that Lot. If such restrictions refer to this Declaration and provide for incorporation by that reference, said restrictions shall be deemed to be part of this Declaration and shall be enforceable as provided herein. Any such restrictions may not be inconsistent with the provisions of this Declaration, except that such restrictions may be more restrictive than the provisions set forth herein.

ARTICLE X

FUNDS AND ASSESSMENTS

Section 10.1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Business Park, hereby covenants, and each Property Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association the assessments which the Board is authorized to levy pursuant to the provisions of this Declaration. All assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them. If more than one person or entity was the Owner of a Lot, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several.

Section 10.2. Purpose of Assessments. The assessments levied by the Association shall be used to enhance, maintain and protect the desirability, attractiveness and safety of the Business Park, for the improvement and maintenance of the Common Areas, to

reimburse the Association for the costs incurred in bringing a Property Owner into compliance with the Articles, Bylaws, Declaration, Development Guidelines and rules adopted by the Board, and for the common good and benefit of the Business Park and Members as determined by the Board.

Section 10.3. Budgets and Financial Statements of the Association. The following financial information shall be regularly prepared and distributed by the Board to all Members of the Association:

(a) Prior to the beginning of each fiscal year of the Association, the Board shall prepare, or cause to be prepared, and distribute to all Members of the Association an operating budget for such fiscal year setting forth the estimated revenues and expenses for said fiscal year and the total cash reserves of the Association currently available for expenditures.

(b) After the close of the Association's fiscal year, the Board shall prepare and distribute to each Member a balance sheet and operating (income) statement for the fiscal year.

Section 10.4. Funds. The Association shall establish and maintain a reserve fund into which the Board shall deposit all funds collected as reserves for contingencies and the repair and replacement of Common Area Improvements. The Association shall also maintain one or more operating accounts into which the Board shall deposit all funds paid to the Association as assessments. All funds shall be held in trust by the Association for the use and benefit of its Members.

Section 10.5. Regular Assessments.

(a) Purpose. Regular assessments shall be used for all expenses incurred by the Association for (i) the administration, operation and maintenance of the Common Areas; and (ii) carrying out the duties, rights and obligations of the Association, including the Architectural Committee, as provided for in this Declaration.

(b) Date of Commencement of Regular Assessments. The regular assessments provided for in this Article X shall commence as to all Lots on the first day of the month following the later of (i) the incorporation of the Association or (ii) the conveyance of the first Lot to a Property Owner; provided, however, that the Declarant may, at its option, delay the start of regular assessments so long as Declarant performs all maintenance and other obligations of the Association at its sole cost and expense. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year.

(c) Budget. Not more than sixty days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the regular assessment for the forthcoming fiscal year. At such meeting, the Board shall review the proforma operating statement or budget prepared in accordance with Section 10.3 above, any written comments received from any Member, and any other information available to it and, after making any adjustments that the Board deems appropriate, without a vote of the Members of the Association, shall establish the regular assessment for the forthcoming year.

(d) Payment of Assessments. Regular assessments shall be due and payable by the Owners to the Association in advance in four equal quarterly installments, on or before the first day of January, April, July and October of each calendar year, or in such other manner as the Board shall designate.

Section 10.6. Special Assessments.

(a) Purpose. Special assessments may be levied by the Board if the Board determines that the estimated total amount of funds necessary to defray the expenses of the Association for a given fiscal year is or will become inadequate to meet expenses due to unanticipated delinquencies, costs of construction or unexpected repairs, replacements or reconstruction of Improvements in the Common Areas or if funds are otherwise required for any activity or purpose of the Association permitted hereunder.

(b) Budgeting. The Board shall determine the approximate amount necessary to defray the expenses set forth in Subsection 10.6(a) above, and, if the amount is approved by a majority vote of the Board, it shall become a special assessment.

(c) Time and Manner of Payment. The Board may, in its discretion, prorate a special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Lot. Special assessments shall be due and payable within seven business days after a Member receives written notice from the Board specifying the amount of the special assessment, unless the Board specifies in such notice a later date for payment.

Section 10.7 Reimbursement Assessment. The Board may levy a reimbursement assessment (a) against any Owner who fails to comply in any respect with this Declaration, the rules promulgated by the Board or the Development Guidelines, or (b) as otherwise called for herein, in an amount equal to any monies expended by the Association in remedying an Owner's failure to comply under this Declaration or in the imposition of a fine or penalty pursuant to this Declaration. All such reimbursement assessments shall be paid to the Association on demand.

Section 10.8. Capital Improvement Assessment.

(a) Purpose. Capital improvement assessments may be levied by the Association for the purpose of defraying, in whole or in part, the cost of construction of any Improvements deemed reasonably necessary by the Board for the benefit of the Business Park.

(b) Time and Manner of Payment. Capital improvement assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate for the payment thereof.

Section 10.9. Rate of Assessment. All assessments (other than a reimbursement assessment levied against a Property Owner to bring the Property Owner or his Lot into compliance with the Declaration, Articles, Bylaws, Development Guidelines or rules and regulations of the Board) shall be fixed at a uniform rate based upon the proportion of memberships owned by each Owner in relationship to the total memberships in the Association.

Section 10.10. Estoppel Certificate. The Board, on not less than twenty days prior written request and for a reasonable fee, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default as to his Lot under the provisions of this Declaration, and further stating the dates to which installments of assessments have been paid as to such Lot. Any such certificate may be relied on by any prospective purchaser of the Lot, but reliance on such certificate may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

Section 10.11. Collection of Assessments; Liens.

(a) Right to Enforce. The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board, or its authorized representative, can enforce the obligations of the Owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may enforce the continuing lien against the Owner's Lot by judicial foreclosure proceedings. Suit to recover a money judgment for unpaid assessments, together with all other amounts described in this Subsection 10.11(a) shall be maintainable without foreclosing or waiving the lien rights.

(b) Creation of Lien. If there is a delinquency in the payment of any assessment or installment on or related to any Lot, any amounts that are delinquent shall bear interest at the rate of five percent (5%) more than the Valley National Bank

(or its successors) prime rate on the date of default per annum and a late charge of fifteen percent (15%) per annum (or such other interest and late charges as the Board shall determine) on the outstanding balance, and all costs that are incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorney's fees, shall be a lien against such Lot. The lien created pursuant to this Article X shall not be foreclosed unless and until the Board or its authorized representative has delivered to the delinquent Owner or Owners, not less than fifteen days before commencement of any proceedings to enforce such lien, a written notice of default and a demand for payment, and unless such delinquency has not been cured within said fifteen day period.

(c) Notice of Default; Foreclosure. Upon the giving of notice and failure to cure, as provided in Subsection 10.11(b), the Association may record a notice of assessment lien against the Lot of the defaulting Owner. In addition, the Association may proceed to foreclose the lien provided for in this Article X in any manner provided or permitted for the foreclosure of realty mortgages in the State of Arizona. The Association shall not be obligated to release any recorded lien until all delinquent assessments, interest, attorneys' fees and collection costs have been paid in full, whether or not all such amounts are set forth in the recorded notice. On becoming delinquent in the payment of any assessments or installments, each delinquent Owner shall be deemed to have absolutely assigned all rent, issues and profits of his Lot to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

Section 10.12. No Offsets. All assessments shall be payable in the amounts specified by the particular assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, nonuse or abandonment of a Lot or a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.

Section 10.13. Subordination of the Lien to First Mortgages. The lien of assessment herein shall be subordinate and subject only to the lien of any first mortgage now or hereafter placed upon any Lot subject to assessment which has been made in good faith and for value recorded in the Office of the Maricopa County Recorder prior to the recordation of any notice of such assessed lien, and the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or

transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due nor from the lien securing any subsequent assessment. Where the mortgagee of a first mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, except for the share of such charges or assessments resulting from a reallocation of such charges or assessments which are made against all Lots. The lien of assessment herein shall not be subordinate to the lien of any mortgage which is junior to a first mortgage.

Section 10.14. Transfer of Property. After transfer or sale of any Lot within the Business Park, the selling Owner or Owners shall not be personally liable for any assessment levied on his Lot after the date of such transfer of ownership and written notice of such transfer is delivered to the Association, however, except as provided in Section 10.13 with respect to a transfer of a Lot pursuant to foreclosure proceedings, the transferred Lot shall remain subject to the lien securing payment of all assessments, including assessments levied prior to the date of transfer. The selling Owner shall also remain personally responsible for all assessments and charges levied on his Lot prior to any such transfer. Upon the transfer of ownership of any Lot or Parcel (excluding the initial sale by the Declarant) the Board, in its discretion, may charge a reasonable transfer assessment to cover administrative costs associated with said transfer of ownership.

Section 10.15. Failure to Fix Regular Assessments. The omission by the Board to fix the regular assessments hereunder before the expiration of any year for that or the next year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof, for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 10.16. Contracts with Owners. If the Association enters into contracts with Property Owners for the performance of special maintenance or other services to that Owner's Lot, any fees charged to that Owner for such services, shall be secured by the assessment lien, shall be the Owner's personal responsibility, and shall be enforceable as provided herein with respect to the assessments.

ARTICLE XI

DESTRUCTION OR CONDEMNATION OF BUSINESS PARK

Section 11.1. Repair. As soon as practicable after the damage or destruction of all or any portion of the Common Areas, the Board

shall cause such to be repaired, reconstructed and restored to substantially the same condition as the same existed prior to such damage or destruction.

Section 11.2. Insurance Proceeds Insufficient. If upon such damage or destruction the proceeds of insurance available to the Association are insufficient to cover the cost of repair, reconstruction and restoration of the damaged or destroyed portions of the Common Areas, the Board shall be authorized to specially assess all Owners and Parcels for the additional funds needed.

Section 11.3. Eminent Domain. The Board shall represent all Members in connection with any condemnation proceeding regarding the Common Areas and shall be entitled to make a voluntary sale to the condemnor in lieu of legal action. All condemnation awards regarding the Common Areas shall be paid to the Association to be used by the Board in its sole discretion for the purposes set forth in Section 10.2.

ARTICLE XII

DURATION, MODIFICATION AND REPEAL

Section 12.1. Duration of Protective Covenants. This Declaration shall continue and remain in full force and effect at all times with respect to the Business Park and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and repeal as provided in Section 12.2) for a twenty year period commencing on the date of the recordation of this Declaration with the Office of the County Recorder of Maricopa County, Arizona. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each.

Section 12.2. Termination and Modification. This Declaration, or any provisions hereof, may be terminated, modified, supplemented or amended with respect to all or any portion of the Business Park, by the written consent of the Declarant alone until the expiration of the Period of Declarant Control. Thereafter, this Declaration may be terminated, modified or amended with respect to all or any portion of the Business Park by a vote of all Property Owners owning at least two-thirds (2/3rds) of the memberships in the Association; provided that for a period of five years from the expiration of the Period of Declarant Control, no such termination, modification or amendment shall be effective without the written approval of Declarant thereto. No such termination, modification or amendment shall be effective until a written instrument setting forth the terms thereof is duly executed by the President of the Association and Declarant (in the event Declarant's approval is required) and recorded.

ARTICLE XIII

ENFORCEMENT

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Section 13.1. Enforcement by Board.

(a) Improvements and Unimproved Parcels or Sites. All Improvements and Parcels shall be maintained in an attractive, sightly and well-kept condition and in accordance with the approved plans and specifications therefor. In the event any such Improvement or Parcel is not so maintained, the Board shall notify the Property Owner in writing by registered or certified mail that said Improvement or Parcel is not being properly maintained. If such maintenance is not effected by the Property Owner or Lessee within thirty days from the date upon which the Board sent such notice to the Property Owner, the Board, or its designated agent, shall have the right to enter upon the Parcel for the purpose of maintaining, restoring or repairing said Improvement or Parcel. The costs incurred by the Board in restoring, maintaining or repairing said Improvement or Parcel, together with a charge for the Board's or the Association's overhead in an amount equal to twenty-five percent (25%) of such costs, shall be paid by such Property Owner as a reimbursement assessment in accordance with Section 10.7 hereof.

(b) Remedies Upon Failure to Install Landscaping. In the event the landscaping approved pursuant to Section 8.7 above has not been installed within the period required thereunder, the Board shall notify the Property Owner in writing that the landscaping is to be installed within thirty days from the date of such notice. If the landscaping has not been installed within such additional thirty day period, the Board or its designated agent shall have the right to enter upon the Parcel for the purpose of installing the approved landscaping. If a landscape plan has not been approved by the Committee, the Board may cause a plan to be prepared and submitted to the Committee for approval prior to installation. The costs incurred by the Board preparing a landscape plan and installing such landscaping, together with a charge for the Board's or the Association's overhead in an amount equal to twenty-five percent (25%) of such costs, shall be paid by the Property Owner as a reimbursement assessment in accordance with Section 10.7 hereof.

(c) Parking. Adequate off-street parking shall be provided by each Property Owner in accordance with Section 8.1 above. In the event any employee, visitor, business invitee or company vehicles are parked on any street, the Board shall notify the Property Owner concerned in writing by registered mail that on-street parking is occurring. If such on-street

parking continues to occur five days after the date upon which the Board sends such notice to the Property Owner, the Board, or its designated agent, shall have the right (i) to have such vehicles towed at the Property Owner's expense and/or (ii) to assess a reasonable fine for each day such on-street parking continues to occur five days after notice is sent, and either or both of such amounts shall be paid upon demand to the Board or to such other person or entity designated by the Board.

(d) Liens. Until paid, the costs, including interest and attorney's fees, incurred by the Board for the enforcement of this Declaration, including, but not limited to the costs incurred for maintenance and overhead provided under Subsection 13.1(a) above, the costs incurred for landscaping and overhead provided under Subsection 13.1(b) above, and the costs incurred for towing and/or fines provided for under Subsection 13.1(c) above, shall be secured by a continuing lien upon the real property of the defaulting Property Owner and the Improvements on such Parcel which may be enforced by Declarant in the same manner provided in Section 10.11 above for the enforcement of liens.

(e) Other Enforcement Measures. In addition to other remedies set forth herein, the Board may suspend a delinquent Owner's right to vote during the period of any default and may charge an appropriate fine for any default, such fine to be secured by the continuing lien on the defaulting Owner's Lot as provided in subparagraph (d) above.

Section 13.2. Abatement and Suit.

(a) Preventive Remedies. Declarant and/or the Board may proceed at law or in equity to prevent the violation of this Declaration and easements. Declarant and/or the Board or their duly authorized agents shall have the right, upon violation or breach of any restriction set forth herein, if such violation or breach continues for a period of thirty days after written notice thereof, to enter upon the Parcel where such violation or breach exists, and summarily to remove, at the expense of the Owner or Lessee thereof, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof.

(b) Declarant and/or Committee's Rights. During reasonable hours, Declarant, the Members of the Board or Architectural Committee, or an authorized representative of such persons, shall have the right to enter upon and inspect any Parcel and the Improvements erected thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been, or are being, complied with, and shall not be deemed guilty of trespass by reason of such entry.

Declarant, the Architectural Committee and the Board, or their duly authorized agents, shall have the additional right at any time and from time to time following violation or breach of this Declaration, to prosecute a proceeding at or in equity against the person or persons who have violated or are attempting to violate any of the provisions of this Declaration, to enjoin or prevent them from doing so, to cause said violation to be remedied, and to recover damages for said violation.

(c) Other Parties' Rights. After request upon Declarant and/or the Board to prevent any violation of this Declaration, and failure to act by Declarant or the Board, any Property Owner shall additionally have all enforcement rights provided for in this Declaration.

(d) Cumulative Remedies. The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude any aggrieved person's resort to any other remedy at law, in equity or under any statute.

(e) Injunctive Relief. Every Owner of a Parcel subject to these restrictions expressly agrees that any violation or breach may be enjoined whether or not monetary damages may be provided or provable.

Section 13.3. Deemed to Constitute a Nuisance. The result of every action or omission whereby the provisions of this Declaration are violated in whole or in part is hereby declared to constitute a nuisance, and every remedy allowed by law or equity against any Property Owner shall be applicable in respect to every such result and may be exercised by Declarant, the Architectural Committee, the Board or any Property Owner to whose benefit this Declaration inures.

Section 13.4. Attorney's Fees. In any legal or equitable proceeding to determine the rights of the parties to enforce or restrain the violation of this Declaration, the losing party or parties, as determined by the court for this purpose, shall pay the reasonable attorney's fees, legal costs and expenses of the prevailing party or parties.

Section 13.5. Failure to Enforce Not a Waiver of Rights. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon Declarant or the Board a duty to take any action to enforce the provisions of this Declaration.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.1. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or to any association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such person, corporation or association assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in the Office of the County Recorder of Maricopa County, Arizona. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time without the consent of the Board or other Owners, relieve itself of all or a portion of its rights and obligations under this Declaration by filing in the Recorder's Office of Maricopa County, Arizona, a notice stating that Declarant has surrendered said rights and obligations and upon the recording of such notice, even if it is not specified therein, said powers and obligations shall immediately vest in the Board of Directors unless otherwise specified herein.

Section 14.2. Constructive Notice and Acceptance. Every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Business Park is and shall be conclusively deemed to have consented and agreed to the Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said real property.

Section 14.3. Waiver. Neither Declarant, the Board, or any member thereof, nor their successors or assigns, nor Property Owner (if such persons or entities have acted in good faith, without willful or intentional misconduct) shall be liable to any other Property Owner, Lessee, or licensee of any real property subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in regard to the enforcement or failure to enforce the provisions of the Declaration, or any part thereof. Every Property Owner, Lessee, or licensee by acquiring his interest in the Business Park, agrees that he will not bring any action or suit against Declarant, its successors and assigns, the Board or any member thereof, or the Committee or any member thereof, from time to time, to recover any such damages or to seek equitable relief. This Section 14.3 shall not prevent enforcement of any legal or equitable right of one Property Owner against another.

Section 14.4. Mutuality, Reciprocity, Runs With Land. This Declaration is made for the direct, mutual and reciprocal benefit of each and every Parcel of the Business Park; shall create mutual,

equitable servitudes upon each Parcel of the Business Park in favor of every other Parcel of the Business Park; shall create reciprocal rights and obligations between the respective Property Owners and privity of contract and estate between all grantees of real property in the Business Park, their heirs, successors and assigns; and shall, as to the Property Owner of each Parcel of the Business Park, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Parcels of the Business Park.

Section 14.5. Rights of Mortgagees. Unless otherwise expressly stated herein, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any part of the Business Park; provided, however, that if any portion of said real property is sold under a foreclosure of any security instrument or is conveyed to the party so secured in lieu of foreclosure, any purchaser at such sale or any such grantee and his successors and assigns shall hold any and all real property so purchased or acquired subject to the provisions of this Declaration.

Section 14.6. Declarant's Disclaimer. Declarant makes no warranties or representations that the plans presently envisioned for the development of the Business Park can or will be carried out, or that any Parcel is or will be committed to or developed for any particular use. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, the Declarant makes no representations as to enforceability. The Declarant shall have no liability for the development of the Business Park or the enforcement of this Declaration. The Declarant may amend the development plan for the Business Park at any time or times.

Section 14.7. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 14.8. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration and all remaining provisions shall continue unimpaired, in full force and effect.

Section 14.9. Notices. Any and all notices, or other communication made pursuant hereto, shall be in writing and shall be deemed properly delivered, given or served to Declarant (a) when personally delivered against receipted copy or (b) four business days after being mailed by certified or registered mail, postage prepaid; in either case (a) or (b) to the Declarant or the Architectural Committee at the following address:

89 256418

SunCor Development Company
2828 North Central Avenue
Suite 1212
Phoenix, Arizona 85004

For the purpose of this Section, Declarant and the Architectural Committee may change its address by (i) giving notice to all Owners, (ii) giving notice to the Board at the principal office of the Association, or (iii) recording a Notice of Change of Address in the Office of the County Recorder of Maricopa County, Arizona.

A notice to any Property Owner shall be deemed duly served (1) when personally delivered against receipted copy or (2) four business days after mailing by certified or registered mail, postage prepaid; in either case (1) or (2), to the address of the Owner's Lot or to such other address as the Owner has specified in writing to the Association.

Section 14.10. City of Glendale. The covenants and restrictions contained herein are in addition to the requirements and ordinances imposed by the City of Glendale on the Business Park. In the event of a conflict or inconsistency between the provisions of this Declaration and the zoning stipulations or ordinances of the City of Glendale applicable to the Business Park, then the more restrictive requirement shall govern.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

SUNCOR DEVELOPMENT COMPANY,
an Arizona corporation

By: 

Its: President & CEO

STATE OF ARIZONA)
 : ss.
 County of Maricopa)

On this 31st day of May, 1989, before me, the undersigned Notary Public in and for said State, personally appeared John C. Ogden, personally known to me or proved to me on the basis of satisfactory evidence, to be the President and CEO of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, and acknowledged that he, as such officer and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

My Commission Expires:

January 23, 1990

Jacqueline Savage Paulley
 Notary Public

89 256418

(SunCor11F)

LEGAL DESCRIPTION

Lots 1 through 34, inclusive and Tracts B and C of
TALAVI, a subdivision per plat recorded in Book 331 of
Maps, Page 44, Records of Maricopa County, Arizona.

EXHIBIT A

EXHIBIT "B"

MEMBERSHIPS ATTRIBUTABLE TO LOTS

89 256418

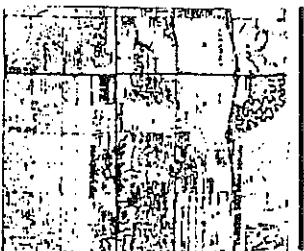
<u>Lot Number</u>	<u>Net Acres</u>	<u>Number of Votes</u>
1	28.053	28
2	16.992	17
3	5.386	5
4	1.826	2
5	1.970	2
6	1.624	2
7	3.989	4
8	.989	1
9	.988	1
10	.988	1
11	.988	1
12	2.860	3
13	1.878	2
14	1.790	2
15	2.001	2
16	2.000	2
17	1.967	2
18	1.962	2
19	1.793	2
20	3.280	3
21	.843	1
22	.647	1
23	.614	1
24	.624	1
25	.597	1
26	.918	1
27	7.272	7
28	6.186	6
29	1.863	2
30	1.690	2
31	1.689	2
32	1.412	1
33	1.456	1
34	2.609	3



TALAVI

LANDSCAPE RESPONSIBILITY

NEARBY MAP



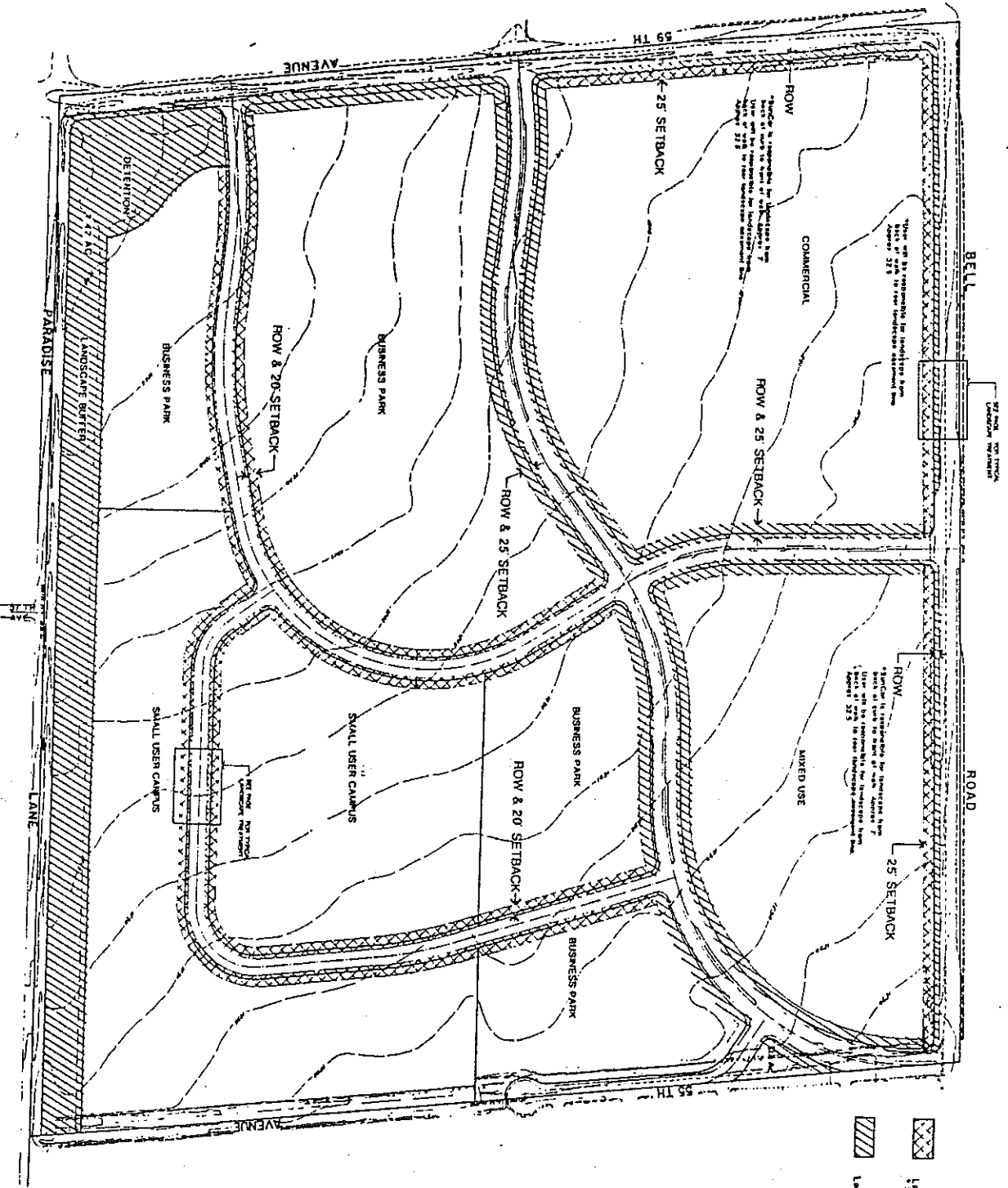
REGIONAL LOCATION



DEVELOPERS
SUNCOR DEVELOPMENT COMPANY, INC.
11111 111TH AVENUE, SUITE 100
DENVER, COLORADO 80233
781.111.1111
WWW.SUNCOR.COM



89 256418



Landscape improvements shall be installed as shown hereon. Following installation, all landscape easement eas shall be maintained by the Association.

1/12
After Recording, Return To:
Bob Frank
SUNCOR DEVELOPMENT COMPANY
2828 N. Central Ave., Suite 1212
Phoenix, AZ 85004

11/11 RSTR (DF)

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
DEC 13 '90 -4 00		
HELEN PURCELL, County Recorder		
FEE 9 -	PGS 2	CA
		90 553995

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TALAVI**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Talavi ("First Amendment") is made this 13 day of DECEMBER, 1990, by SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, as Declarant thereunder and Owner of the real property described as Lot 3 below.

RECITALS

WHEREAS, on June 5, 1989, SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, as Declarant, recorded the Declaration of Covenants, Conditions and Restrictions for Talavi as Document No. 89-256418 in the records of the County Recorder of Maricopa County, Arizona ("Talavi CCR's").

WHEREAS, pursuant to Section 2.5 of the Talavi CCR's, Declarant has the power to exclude or delete portions of the Property subjected to the Talavi CCR's by recording an amendment thereto which has been approved and executed by the Owner of the deleted portion of the Property.

WHEREAS, Declarant is also the Owner of Lot 3 of Talavi, a subdivision per plat recorded in Book 331 of maps, page 44, Official Records of Maricopa County, Arizona ("Lot 3"), which is a part of the Property subject to the Talavi CCR's.

WHEREAS, Declarant desires to exclude or delete Lot 3 from the Property subject to the Talavi CCR's and thereby release the said property from the conditions, covenants and restrictions provided therein.

NOW, THEREFORE, as of the date this First Amendment is recorded:

1. Declarant hereby amends the Talavi CCR's by excluding Lot 3 from the legal description of the Property subject to the Talavi CCR's;

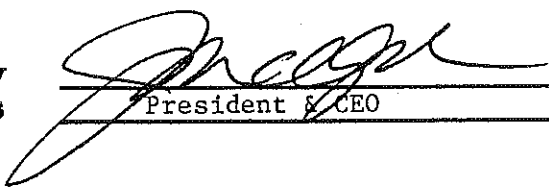
90 553995

2. By virtue of this First Amendment, the property comprising Lot 3 shall be excluded and deleted from the Talavi CCR's and shall be unencumbered thereby as if the same had never been recorded; and

3. Except as amended herein, the Talavi CCR's shall remain in full force and effect as originally written.

SUNCOR DEVELOPMENT COMPANY,
an Arizona corporation

By
Its



President & CEO

STATE OF ARIZONA)
 : ss.
County of Maricopa)

This instrument was acknowledged before me this 11th day of December, 1990, by John C. Ogden as President and CEO of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation.

My commission expires:
November 14, 1994

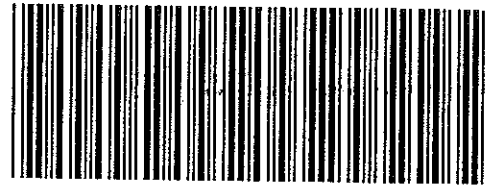


Notary Public

COURTESY RECORDING
NO TITLE LIABILITY

When recorded return to:

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



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0272787 03/23/99 03:37

LILIAN 35 OF 284

DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH
COVENANTS AND RESTRICTIONS AFFECTING LAND

This DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("Declaration") is entered into as of the 10th day of March 1999, by Talavi Associates, L.L.C., an Arizona limited liability company ("Declarant"). Declarant is the owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

RECITALS

A. Declarant has executed and caused to be recorded that Declaration of Covenants, Conditions and Restrictions and Easements for Talavi recorded June 5, 1989, as Document No. 256418 in the Office of the Recorder of Maricopa County, Arizona (the "Master Declaration").

B. In addition to the easements, covenants, conditions and restrictions set forth in the Master Declaration, Declarant desires to establish and impose upon the Property certain additional covenants, conditions, restrictions, design guidelines and easements to promote and preserve the orderly development, operation, use and enjoyment of the Property for the mutual benefit of all present and future Owners of any part thereof.

NOW THEREFORE, Declarant hereby declares that the Property, and any and all portions thereof and interests therein, shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements hereinafter set forth.

1. DEFINITIONS. Unless otherwise defined in this Declaration, each capitalized term used in this Declaration shall have the meaning set forth for such term in the Master Declaration. When used in this Declaration, each of the following capitalized terms shall have the following meaning:

1.1 "Declarant" or "Owner" shall mean Talavi Associates, L.L.C., an Arizona limited liability company, its successors and assigns, and each individual, entity or other party who acquires fee simple title to any portion of the Property.

1.2 "Easement Areas" shall mean all portions of the Property covered by roadways, driveways, sidewalks, walkways and other paved surfaces designed and intended by the Declarant or an Owner for vehicular and

pedestrian ingress and egress, as the same may from time to time be constructed, modified and maintained for such use.

1.3 "Permittee" shall mean the tenants, subtenants, employees, officers, agents, contractors, customers, invitees and licensees of Declarant and each Owner (including, without limitation, emergency medical, fire and police personnel, municipal and utility service personnel, and the employees, agents, contractors, customers and invitees of each tenant or subtenant of Declarant and each Owner (including, without limitations, emergency, medical, fire and police personnel, municipal and utility service personnel.

2. COVENANTS TO RUN WITH THE LAND.

All restrictions, conditions, covenants and easements in this Agreement shall create privity of contract and estate and shall operate as covenants running with the land. By acquiring title to any portion of the Property, each Owner shall be subject to this Declaration and shall be deemed a party hereto who has agreed to all of the terms, covenants and restrictions set forth herein.

3. EASEMENTS.

3.1 Grant of Easements. Subject to Sections 3.2, 3.3, and 3.4, Declarant hereby grants the following easements:

3.1.1 Ingress and Egress.

To each Owner ("Grantee"), for use by Grantee and its Permittees, a non-exclusive easement over and across the Easement Areas for vehicular and pedestrian passage ingress and egress to all public sidewalks, streets and roads adjacent to the Property.

3.2 Limitation on Exercise of Easement Rights; Reservation of Rights.

No Owner or its Permittees shall have the right to exercise the easement rights granted under Section 3.1.1 in a manner that would materially interfere with the business operations of the Owner of the servient tenement or its tenants. The Easement Areas may be closed from time to time for reasonable periods only for the purpose of cleaning, maintenance, repair, repaving or resurfacing thereof, or to prevent any party not otherwise entitled to use the same pursuant to this Declaration from obtaining prescriptive rights thereon. Each Owner reserves the right at any time and from time to time to exclude and restrain any person who is not a Permittee from using the Easement Area on such Owner's portion of the Property.

3.3 No Charges or Fees. No one shall be obligated to pay any fee or charge for the exercise of easement rights in this Section.

3.4 Reduction of Easement Areas; Termination of Easements.

Sections 3.1, 3.2 and any other provision in this Declaration to the contrary notwithstanding, the Easement Areas may be reduced by Declarant or

an Owner from time to time as its development plans are finalized and implemented for the Property, as Declarant or an Owner may determine in its sole discretion, and all easements upon and across the Property as granted in Section 3.1 above shall thereupon be deemed terminated as to those portions of the Property so designated for exclusion by Declarant from time to time, subject to the following conditions and limitations:

3.4.1 Neither Declarant or any Owner may reduce an Easement Area or its respective portion of the Property to an extent which would eliminate an access corridor at least twenty four feet (24") in width between any lot or parcel within the Property and the nearest driveway access or curb cut to public streets and roads adjacent to said lot or parcel within the Property. All Owners acknowledge hereby that common and shared driveway access to public streets and roads are contemplated within the Property.

3.4.2 Declarant's election to reduce the Easement Area and thereby terminate any easements granted in Section 3.1.1 with respect thereto must be set forth in a notice to any Owner at least thirty (30) days prior to the recording of the notice of termination referred to in subsection 3.4.3 below.

3.4.3 The election to reduce the size of the Easement Area for purposes of this Agreement and to terminate the easement rights set forth in Section 3.1.1 with respect thereto, shall become effective upon the recording of a duly executed and acknowledged notice of Declarant's election to do so.

3.4.4 Declarant may record one or more notices from time to time as set forth above as its plans for the Property are finalized from time to time, subject to the limitation in Section 3.4.1 above.

4. INDEMNIFICATION AND INSURANCE.

4.1 Indemnification. Each Owner shall defend, indemnify and hold harmless each of the other Owners, and their respective officers, shareholders, directors, partners, members, managers, agents and employees, from and against all claims, liens, liabilities and expenses (including reasonable attorneys' fees and costs) arising from liens imposed, personal injury, death or damage arising out of or connected with resulting from the use of the easement rights granted in this Declaration, by the indemnifying Owner or its Permittees.

4.2 Liability Insurance. Each Owner shall procure and maintain public liability and property damage insurance affording coverage for claims for personal injury, death or property damage occurring in, on or about such Owner's property and the Easement Areas used by such Owner and its Permittees and for all obligations undertaken by such Owner under Section 4.1 above. Each policy of insurance maintained as herein required shall be primary and non-contributory and shall name the other Owners as additional insured parties. Said policy shall provide coverage of at least \$2,000,000.00 combined single limit, or such higher amounts as are reasonably designated by Declarant from time to time based on coverage that owners or managers of other similar properties customarily maintain in the Phoenix metropolitan area. Each policy

shall provide that it cannot be cancelled without at least thirty (30) days prior written notice to the other Owner(s), and shall be issued by a financially sound and reputable insurance company, as reasonably determined by Declarant, and shall be qualified to do business in the State of Arizona. Certificates evidencing the existence of such insurance, including the 30-day notice of cancellation set forth above and the waiver of subrogation set forth in Section 4.4, shall be provided by each Owner to the other Owner(s) from time to time upon request.

4.3 Self-insurance. The insurance requirements set forth in this Section 4 may be satisfied by a plan of self-insurance from time to time maintained by any Owner, but only so long as such Owner has and maintains a net worth of \$100,000,000.00 or more and such Owner furnishes to any other Owner requesting the same, evidence of compliance with the minimum net worth requirement set forth above. The annual report or annual financial statements of such Owner that are audited by an independent certified public accountant shall be sufficient evidence of its net worth. If any Owner elects to self-insure pursuant to the provisions set forth herein and thereafter elects to terminate such self-insurance programs, it shall give at least thirty (30) days prior written notice thereof to the other Owners and, prior to the expiration of said 30-day period, shall comply with the requirements of Sections 4.1, 4.2 and 4.4 and shall deliver to each Owner the certificate of insurance referred to in Section 4.2.

4.4 Waiver of Subrogation. Notwithstanding any other provisions on this Declaration, each Owner hereby waives any and all rights of recovery against each other, and their respective directors, partners, officers, employees, shareholders, members, managers and representatives, for loss of or damage to the waiving party, its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Each Owner shall, upon obtaining the insurance policies required hereunder, give notice to their insurance carriers that the foregoing waiver of subrogation is contained in this Declaration and shall obtain, at their own expense, if any, an appropriate waiver of subrogation endorsement from their insurer.

5. TERM; MODIFICATION OR TERMINATION.

5.1 Term. Subject to Section 5.2 this Declaration shall commence with the recording hereof and shall continue in full force and effect until December 31, 2020, after which this Declaration, as may be amended from time to time, shall be automatically extended for successive periods of five (5) years each, unless earlier terminated as provided in Section 5.2 below.

5.2 Modification or Termination. This Declaration, or any provision hereof, may be terminated, modified or amended by the terms of a recorded document executed by all Owners provided that Declarant may in its sole discretion, without the consent of any Owner, amend this Declaration to add additional property to the Property subject and bound by this Declaration. The terms of Section 3.4 above shall prevail over the provisions of this Section 5.

6. ADDITIONAL PROVISIONS.

6.1 Headings. This Section headings used herein are for convenience only and are not a part of this instrument and do not in any way limit or define the scope or intent of the provisions hereof.

6.2 Invalidity of any Provision. If any provision of this instrument shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect any other provision of this instrument, or the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this instrument as a whole.

6.3 Governing Law: Time of the Essence. This Declaration shall be construed and governed under the laws of the State of Arizona. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Declaration.

6.4 No Rights to Public. No part of this Declaration shall be construed as creating or granting any right to the general public, nor shall any part be construed as a dedication of any portion of an Easement Area for public use.

6.5 Exhibits. All exhibits attached hereto shall constitute a part of this Declaration.

DECLARANT: TALAVI ASSOCIATES, L.L.C., an Arizona
limited liability company

By: SUNCOR DEVELOPMENT COMPANY,
an Arizona corporation
Its: Managing Member

By: Margaret Kirch
Its: VICE PRESIDENT

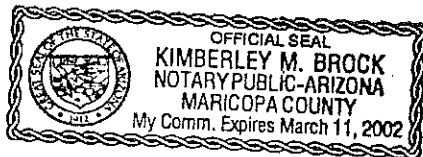
STATE OF ARIZONA)
) ss.
 County of Maricopa)

The foregoing instrument was acknowledged before me this 10 day of March, 1999, by Margaret Kirch the Vice President of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, the Managing Member of TALAVI ASSOCIATES, L.L.C. an Arizona limited liability company, for and on behalf of the company.

My commission expires:

March 11, 2002

Kimberley M. Brock
 Notary Public



CONSENT

The undersigned, being the Buyer under that certain Real Estate Sales Agreement executed by Talavi Associates, L.L.C., an Arizona limited liability company, as Seller, dated March 10, 1999 (the "Contract") for a portion of the real property which is the subject of the foregoing Declaration of Reciprocal Easement Agreement with Covenants and Restrictions Affecting Land (the "REA"), hereby consents to the execution and recording of the REA. This Consent relates only to the REA and does not affect or impair the validity or priority of the Contract and Buyer's rights thereunder.

Dated this 10 day of March, 1999

COMDISCO, INC. a Delaware corporation

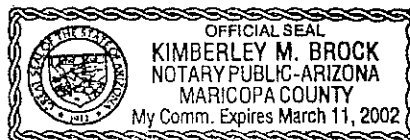
BY: *[Signature]*
ITS: SR. CORPORATE COUNSEL

STATE OF Arizona)
)ss.
COUNTY OF Maricopa)

On March 10, 1999, before me, Kimberley M. Brock, Notary Public, personally appeared Kenneth E. Garstka, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he execute the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
Notary Public



CONSENT AND SUBORDINATION

The undersigned, being the beneficiary under that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Talavi Associates, L.L.C., an Arizona limited liability company, recorded on 12/23/98 in the Official Records of Maricopa County, Arizona as Instrument No. 981162172, together with related security documents (collectively, the "Deed of Trust") encumbering the real property which is the subject of the foregoing Declaration of Reciprocal Easement Agreement with Covenants and Restrictions Affecting Land (the "REA"), hereby consents to the execution and recording of the REA and fully subordinates to the REA any prior lien position of the undersigned under the Deed of Trust, such that the REA shall not be extinguished in the event of foreclosure, or the exercise of the power of sale or other right or remedy by the undersigned under the Deed of Trust. This Consent and Subordination relates only to the REA and does not affect or impair the validity or priority of the Deed of Trust with respect to any other agreements affecting the real property encumbered by the Deed of Trust.

Dated this 12 day of MARCH, 1999.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:
Its:

Daniel Cacho Jr.
VICE PRESIDENT

STATE OF California)
)ss.
COUNTY OF Los Angeles

On 3-12-99, 1999, before me, Dina Marie Baker, Notary Public, personally appeared Daniel Cacho Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she execute the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dina Marie Baker
Notary Public Signature

(SEAL)

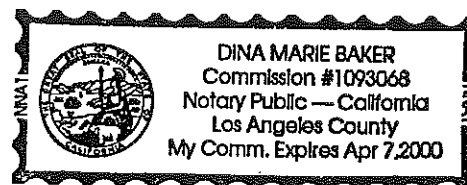


Exhibit A

LEGAL DESCRIPTION

Lots 17 through, and including, Lot 34, of TALAVI, as recorded in Book 331 of Maps, Page 44 of Maricopa County records, EXCEPTING therefrom, the westerly 160.57 feet of said Lot 17.

TALAVI

DEVELOPMENT PLAN

SunCor Development Company
2828 North Central Avenue
Suite 900
Phoenix, AZ 85004
(602) 285-6800

Landscape Architects:
The Planning Center
2525 E. Arizona Biltmore Cir.
Suite 236
Phoenix, AZ 85016
(602) 957-2218

Planners:
Dick & Fritsche Design Group
5110 North 40th Street
Suite 107
Phoenix, AZ 85018
(602) 954-9060

Civil Engineer:
Rick Engineering
2702 North 44th Street
Suite 100-A
Phoenix, AZ 85008
(602) 957-3350

Traffic Engineer:
Pekala & Associates
8433 N. Black Canyon Highway
Phoenix, AZ 85021
(602) 864-1818

December 1987

Revised - 1992

Revised - February, 1997

Revised - November, 1997

Revised - December, 1997

FINAL PROPOSAL

TALAVI

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FIGURES

1. Amended Land Use Plan
2. Building Height Allowances
3. Existing Roadway Improvements
4. Utility Location
5. Master Landscape Plan

I. PROJECT STATEMENT

A. Background

The Talavi concept, as envisioned at its inception in 1987, was to create a Business Park environment incorporating employment and commercial uses. In the 10 years since the approval of Talavi, some significant changes have occurred which have encouraged a review of the underlying concept of this development. These changes include the modification to the Glendale zoning ordinance, by replacing the M-P District with the B-P District, and the current availability of a significant amount of area designated or zoned for employment uses within the City of Glendale. Although this amendment does not alter the underlying employment based concept of Talavi, it added a degree of flexibility to the land use designations and created a more competitive and marketable environment.

In keeping with the original intent of Talavi, the land uses are designed to relate to each other and to respect the adjacent land uses beyond the perimeter of the property. Detailed guidelines for permitted uses, building architecture, landscaping, signage, and property maintenance have been prepared and are incorporated into the CC&R's. The existing landscaping has a lush desert look - one that is appropriate to the area and which is uniquely southwestern. Entry features, walls, and signage structures utilize indigenous and familiar materials: sandstone, stucco and weathered copper and bronze in a contemporary manner. These features give a recognizable identity to the project. All of these features will be required of future development within Talavi.

In accordance with the original Talavi approval and subsequent amendments, nearly the entire commercial portion of Talavi has been developed. The commercial development includes large retail uses (Walmart and Jumbo Sports), smaller in-line retail stores and various restaurants (East Side Mario's, Outback Steakhouse and T.G.I. Fridays).

The Business Park area currently has three uses, the Honeywell facility, the Vehicle Inspection site and the Motor Vehicle Department. An assisted care facility for National Guest Homes on the south side of Beverly Lane was approved by the Planning Commission on April 3, 1997.

B. Development Plan Goals and Objectives

The overall goal for the development plan for Talavi is to build a unique and marketable project that strengthens the City's planning concepts for the Planned Area Development (PAD) Zoning. Development of the plan for Talavi was guided by the following ten specific objectives. These objectives respond to issues that became apparent during

plan evaluation. A later section of this report describes the proposed rezoning and ways in which the planning objectives are realized.

- Detailed Master Planning
- Landscaping, Signage and Architectural Design Control
- Use Restrictions
- Controlled Vehicular Access
- Buffering of Adjacent Neighborhood
- Landscaped Open Space
- Provision for City Storm Water Detention
- Establishment of a Major Focal Point at the Bell Road Entry to Glendale
- Provision for a Wide Range of Employment Opportunities
- Inclusion of Complementary Retail, Restaurant, and Hotel Services

C. Proposed Amendment

The existing PAD zoning was established by the City Council on March 8, 1988. This zoning action established a set of stipulations which sought to mitigate any potential adverse effects of the project on the neighborhood to the south. The stipulations relating to development standards have been incorporated into Section II.D.

There have been two previous amendments to the Talavi P.A.D. The first amendment was approved by the Glendale City Council in February, 1993. This amendment changed 10.9 acres north of Talavi Boulevard from a mixed use designation to a commercial designation.

The second amendment was approved by the Glendale City Council on March, 11, 1997. This amendment allowed assisted care living facilities within the Business Park section of Talavi, subject to Use Permit approval.

Based on the success of the existing commercial center and the positive reception of 59th Avenue and Bell Road as a major community-level commercial hub, SunCor has determined that the area north of Talavi Boulevard is more appropriate for retail-oriented development. Accordingly, SunCor is requesting a modification to the

approved Talavi master plan to change the remaining 5 acres of "mixed use" north of Talavi Boulevard to "commercial" (as shown on Figure 1).

The remainder of the project, south of Talavi Boulevard, will be defined as Business Park. The definition of Business Park for Talavi will conform with the Glendale Zoning ordinance with some additional flexibility in permitted uses, as identified in Section II.C.

This amendment will replace all previous amendments.

SITE DATA SUMMARY

<u>Proposed Area</u>	<u>Gross Area</u>
Commercial	45.04
Business Park	67.48
Open Space	<u>7.42</u>
TOTAL	119.94

II. LAND USE

A. Overview

The predominant land uses for Talavi are employment uses. Additionally approximately one-third of the project is retail commercial. Activities within each land use as well as architectural design, signage, lighting, landscaping, and property maintenance will be carefully controlled. Extensive design guidelines and CC&R's are in place to assure high quality development.

The original land use plan was developed as a response to the existing physical characteristics of the site, including the impact of Bell Road, the desire of Glendale to provide "high image" uses at this key intersection, and SunCor's desire to provide a wide range of land use possibilities.

The original land use mix was determined by several economic analyses of the immediate site area, the greater northwest Valley area, and the Valley in general. As with any major development, the original underlying assumptions which form the basis for the development need to be updated periodically to remain current with changing market conditions. Nevertheless, the basic concept of the development was to provide a modern business park which would include associated retail services, restaurants, and lodging in close proximity.

The pattern of land and use, the "Master Plan," is based upon the arrangement of the land use mix across the property. Physical characteristics of the property that were considered in establishing the pattern of development were its relationship to adjacent existing development, access, visibility, drainage, street circulation, potential lot sizes, and thematic and urban design concepts.

The Talavi Development Plan recognizes the changing demographics and economics of this area of Glendale. Although a large portion of Talavi is oriented toward employment type uses, demand for these uses has lagged. SunCor has diligently marketed Talavi, however, lack of demand and competition from other sites with better locational characteristics has proved difficult to overcome. Talavi is still committed to attracting an employment base, but the modified plan provides additional flexibility by allowing additional complementary uses and simplifying the Talavi Land Use Plan. Rather than the four different land use categories contained in the original Talavi Development Plan, the amended plan has to allow two distinct, yet complementary land use types, Commercial and Business Park. (See Figure 1, Land Use Plan).

The Commercial area is located north of Talavi Boulevard and is consistent with the development pattern that has occurred along Bell Road. The Business Park area,

which contains the majority of the undeveloped Talavi acreage, is proposed to be south of Talavi Boulevard.

As Talavi develops, periodic evaluation of the land use plan is necessary to ensure that the overall goals of the project are being met. The land use plan should be responsive to the intent of the PAD Zoning, the needs of Talavi and the overall needs of the City of Glendale.

B. Land Use Definitions

1. Business Park

This area is visualized as having larger light industrial, research & development, or office uses aligned along Talavi Boulevard. The setbacks, landscaping and architectural treatments will receive special attention.

The goal of the business park area is to provide opportunities for a variety of employment in a desirable setting that is competitive with other areas within the Valley.

This area is visualized as having larger light industrial, research and development, or office uses aligned along Talavi Boulevard. The setbacks, landscaping, and architectural treatments will receive special attention. The goal of the business park area is to provide for a variety of employment opportunities in a desirable setting that is competitive with other areas within the Valley.

a. Permitted Uses

The majority of the uses permitted in the Business Park District predominantly conform with the uses listed in Sections 5.812, and 5.814, the Business Park Section of the Glendale Zoning Ordinance. However, some additional uses have been added to the permitted use list and to the uses which require a Conditional Use Permit. Additionally, accessory uses which are customary and incidental to the principal use of the property shall be regulated by Section 5.815 of the Glendale Zoning Ordinance. For definition purposes, an assisted care living facility shall be defined as a long term residential facility for elderly person designed to provide basic assistance services to elderly residents, such as dressing, grooming, daily meals, housekeeping, transportation and organized social and recreational activities. An assisted care living facility shall not be a nursing home facility with skilled nursing care and shall not provide long term care for non-ambulatory persons with 24 hour nursing services.

The permitted use list for the Business Park Land Use designation is as follows:

PERMITTED USES	TALAVI
1. Offices for professional, administrative, clerical, financial, medical or other business or professional services.	X
2. Laboratories for Research and product development.	X
3. Manufacturing or assembly of finished products, so long	