

When recorded mail to:  
Ann Hardy  
11000 N. Scottsdale R., Suite 234  
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86 566337

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
SANTA FE RIDGE

THIS DECLARATION, dated this 15th day of October, 1986 by  
CHI CONSTRUCTION COMPANY, an Arizona corporation ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property in the City  
of Phoenix, County of Maricopa, State of Arizona, which is more particularly  
described as follows:

Lots 531 through 603, of OVERLAND TRAIL V, inclusive, and TRACTS A,B,  
and C, more particularly described in the records of Maricopa County,  
Arizona, Book 303, of Maps, Page 2 Exhibit "A" (the "Plat Map").

NOW, THEREFORE, Declarant, the developer of the above described real  
property, hereby declares that such real property shall be held, sold and  
conveyed, subject to the following easements, restrictions, covenants and  
conditions, which are for the purpose of protecting the value and  
desirability of, and which shall run with, the real property and shall be  
binding on and for the benefit of all parties having or acquiring any  
right, title or interest in the real described property or any part  
thereof, their heirs, successors or assigns, and shall inure to the benefit  
of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.1 "Annexable Property" or "Annexed Property" shall mean  
the property or any portion thereof described more particularly on Exhibit  
"B", which property is not now but may be declared subject to this Declara-  
tion.

Section 1.2 "Architectural Committee" shall mean the committee  
created pursuant to Article VII hereof.

Section 1.3 "Architectural Committee Rules" shall mean the rules  
adopted by the Architectural Committee.

Section 1.4 "Articles" shall mean the Articles of Incorporation of  
the Association, as such may be amended from time to time.

Section 1.5 "Association" shall mean and refer to SANTA FE RIDGE  
HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation, its successors  
or assigns.

Section 1.6 "Board" shall mean the Board of Directors of the  
Association.

Section 1.7 "Bylaws" shall mean the Bylaws of the Association, as  
such may be amended from time to time.

Section 1.8 "Common Area" shall mean all real property owned by the  
Association for the common use and enjoyment of Owners. The Common Area to  
be owned by the Association at the time of the conveyance of the first Lot  
is described as follows:

Tracts A,B and C as designated on Exhibit "A" and that property more  
fully described on Exhibit "C" and incorporated herein by reference,  
subject to the "REMA".

Section 1.9 "Declarant" shall mean the Declarant designated above  
or any person or entity to whom Declarant's rights hereunder have been  
assigned by recorded instrument.

Recorded in \_\_\_\_\_

Section 1.10 "Declaration" shall mean the covenants, conditions and restrictions set forth in this document, as such may be amended from time to time.

Section 1.11 "Lot" shall mean any numbered parcel of real property shown upon any recorded plat of the Property together with any improvements constructed thereon, with the exception of the areas designated as lettered tracts and areas dedicated to the public. Each lot shall be a separate freehold estate.

Section 1.12 "Member" shall mean any person, corporation, partnership, joint venture or other legal entity that is a member of the Association.

Section 1.13 "Owner(s)" shall mean the record owner, whether one or more persons or entities, of equitable or beneficial title in fee simple (or legal title if same have merged) of any Lot. "Owner" shall include the purchaser under a recorded agreement for sale of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein "Owner" shall not include a lessee or tenant of a Lot. "Owner" shall include Declarant so long as Declarant owns any Lot within the Property.

Section 1.14 "Property" or "Properties" shall mean the real, personal, or mixed property described or located on Exhibit "A", Exhibit "B" and Exhibit "C" which are subject to this Declaration.

Section 1.15 "REMA" shall mean that Reciprocal Easement and Maintenance Agreement originally recorded on April 30, 1986 as No. 86-211963 County Recorder's Office, Maricopa County, Arizona as may be amended from time to time.

Section 1.16 "Rules" shall mean the rules adopted by the Board, as such may be amended from time to time.

Section 1.17 "Visible from Neighboring Property" shall mean, with respect to any given object, visible to a person six feet tall, standing on any part of neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## ARTICLE II PROPERTY RIGHTS

Section 2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational or storage facilities or areas situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid;
- (c) the right to suspend the right to use the Common Area for a period not to exceed sixty (60) days for any infraction of the Association Rules and consecutive sixty (60) day periods for so long as the infraction continues; and
- (d) the right of the Association to limit the number of guests of members using the common areas.
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

(f) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common areas and facilities, and in aid thereof, to mortgage said property. The rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder.

Section 2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and improvements thereon to his tenants, or occupants of his Lot, or guests.

Section 2.3 Owners' Easement of Enjoyment Limitations.

(a) An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Area.

(b) Except as authorized by Section 2.1 (e), the Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

(c) Each Owner, his tenant, the occupant of his Lot, and his guests may use the Common Area in common with the Owners, invitees, tenants, and occupant of the other Lots in accordance with the purposes for which it is intended without hindering or encroaching upon the lawful right of such others and in accordance with the Association Rules established by the Board.

Section 2.4 Title to Common Area. Declarant covenants that it will convey fee simple title to the Common Area to the Association, free of all encumbrances except current real and personal property taxes and other easements, conditions, reservations and restrictions then of record. The Conveyance shall be made to the Association prior to the conveyance of the first Lot from the Declarant to any purchaser.

ARTICLE III  
PROPERTY SUBJECT TO THIS DECLARATION

Section 3.1 General Declaration. Because it is intended that the Property as presently subdivided shall be sold and conveyed to purchasers subject to this Declaration, Declarant hereby declares that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property. This Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and their respective successors in interest.

Section 3.2 Annexable Property. Pursuant to Section 10.6 hereof, the Declarant may include additional real property as part of the overall development. It is intended that the common area of such subdivisions will be used by Members of the Association for the benefit of its membership pursuant to the Bylaws and Association Rules. Notwithstanding the foregoing, the Declarant is under no duty or obligation to exercise its right to annex Annexable Property.

ARTICLE IV  
THE ASSOCIATION

Section 4.1 The Association. The Association is an Arizona non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise modified or interpreted so as to be inconsistent with this Declaration.

Section 4.2 The Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the Bylaws.

Section 4.3 Powers and Duties of the Association. The Association shall have such rights, duties and powers as set forth herein and in the Articles and Bylaws.

Section 4.4 Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Rules". The Rules may restrict and govern the use of the Property provided, however, that the Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. The Rules shall have the same force and effect as if they were set forth herein and were a part of the Declaration and may be recorded.

Section 4.5 Personal Liability. No member of the Board or any committee of the Association, or any officer of the Association, shall be personally liable to any Owner, or to any other party, including the Association, the Board of the Association, any officer or committee member or any representative, employee or agent of the Association including without limitation a Manager of the Property, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct, as would be applicable under local law.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 5.1 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 5.2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant. Each such Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as such Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A on the happening of either of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) The 31st day of December, 1991.

#### ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant covenants for each Lot, and each Owner of any Lot by acceptance of a deed therefore (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien thereon as well as the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Lot Owner's successors in title, unless expressly assumed.

Section 6.2 Purpose of Assessments. In order to promote civic and social betterment for the common good of the Members of Santa Fe Ridge Homeowner's Association, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and Owners of the Property and for the improvement and maintenance of the Common Area.

Section 6.3 Maximum Annual Assessment. Until January 1, 1988, the maximum annual assessment shall be One Hundred Thirty-Two Dollars and 00/100 (\$132.00) per Lot. The annual assessment shall be payable monthly in advance.

(a) From and after January 1, 1988 the maximum annual assessment may be increased either by ten percent (10%) of the maximum assessment for the previous year or a percentage equal to the average rate of change of the Consumer Price Index (the "CPI") for the most recent past twelve (12) months, whichever is greater, without a vote of the membership. For the purposes hereof CPI shall mean the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designated "Consumer Price Index--U.S. City Average for Urban Wage Earners and Clerical Workers, 1967 Equals 100, All Items."

(b) In Addition to Section 6.3(a) above, the maximum annual assessment during each fiscal year of the Association shall be automatically increased by the amounts of any increases in water or other utility charges or any increases to insurance rates charged to the Association; and

(c) From and after January 1, 1988, the maximum annual assessment may be increased above the amount indicated in (a) above by a vote of two-thirds of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 6.4 Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year for the exclusive purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, however, that any such assessments shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 6.5 Notice and Quorum for any Action Authorized Under Sections 6.3 and 6.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 6.3 or 6.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.6 Uniform Rate of Assessment. The annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, as designated by the Board. Declarant shall pay 25% of the annual assessments for each Lot which Declarant owns in 12 (twelve) equal monthly installments in the same manner established for payment of the

annual assessment amount by other Lot Owners, except that Declarant shall pay and be liable for the full assessment amount for any Lots owned by Declarant which are rented, leased or otherwise occupied.

Section 6.7 Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as of the date of conveyance of the first Lot which date will coincide with the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as to the matters described therein.

Section 6.8 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the prevailing VA interest rate, whichever is higher, but in no event exceeding the maximum rate allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgement rendered in any such action shall include the amount of the delinquency together with interest thereon at the rate of twelve percent (12%) per annum or the prevailing VA interest rate, whichever is higher, but in no event exceeding the maximum rate allowed by law, from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

(b) Enforcement by Lien. There is hereby created a claim of lien on each and every Lot within the Property to secure payment to the Association of any and all assessments levied against any and all Owners of Lots covered by the Declaration, together with interest thereon at the rate of twelve percent (12%) per annum or the prevailing VA interest rate, whichever is higher from the date of delinquency, but in no event exceeding the maximum rate allowed by law, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information: (1) the name of the delinquent Owner; (2) the legal description and street address of the Lot against which the claim of lien is made; (3) the total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (with any proper offset allowed); (4) a statement that the claim of lien is made by the Association pursuant to the Declaration, and (5) a statement that a lien is claimed against such Lot in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such claim of lien, and mailing a copy thereof to the defaulting Owner, the lien claimed shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien

shall have priority over all liens or claims created subsequent to the recordation of the claim of lien, except only tax liens for real property taxes and the liens which are specifically described in Section 6.9. Any such lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a realty mortgage or by the exercise of a power of sale in the manner provided by law under a trust deed, as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure or trustee's sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot. In the event of such foreclosure or trustee's sale, reasonable attorneys fees, court costs, trustee's fees, title search fee, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6.9 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, foreclosure or trustee's sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due or from the lien thereof.

Section 6.10 Additional Association Responsibilities. The Association is a party to the "REMA" originally recorded on April 30, 1986 as No. 86-211963 County Recorder's Office, Maricopa County, Arizona, which may be amended from time to time, and agrees to its responsibilities therein stated.

#### ARTICLE VII ARCHITECTURAL CONTROL

Section 7.1 Organization, Power of Appointment and Removal of Members. There shall be an Architectural Committee, organized as follows:

- (a) Committee Composition. The Architectural Committee shall consist of three (3) regular members and two (2) alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board or an officer of the Association.
- (b) Alternate Members. In the event of the absence or disability of one (1) or two (2) regular members of said Committee, the remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.
- (c) Terms of Office. Unless a Member of the Architectural Committee resigns by the giving of written notice to the Board or is removed, his term of office shall be for a period of one (1) year or until the appointment of his successor. Thereafter, the term of each Architectural Committee member appointed shall be for a period of one year and until the appointment of his successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Any Member who has resigned, been removed or whose term has expired may be reappointed.
- (d) Appointment and Removal. The right to appoint and remove all regular and alternate members of the Architectural Committee at any time is hereby vested solely in the Board; provided however, that no Member may be removed from the Architectural Committee by the Board except by the vote or written consent of fifty-one percent (51%) of all Board Members.
- (e) Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board.

Section 7.2 Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules and procedures for appeal to the Board of Directors, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

Section 7.3 Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to Section 7.1(b), the vote or written consent of any two (2) regular members, at a meeting or otherwise, shall constitute the act of the Committee, unless the unanimous decision of the Committee is otherwise required by this Declaration. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall not be entitled to compensation for their services.

Section 7.4 Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules". Such Rules shall interpret and implement this Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of building, landscaping, color schemes, exteriors finishes and materials and similar features which are recommended for use within the Property.

Section 7.5 Waiver. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

Section 7.6 Time for Approval. In the event the Architectural Committee fails to approve or disapprove the plans and specifications, such will be deemed approved within thirty (30) days after their submission.

Section 7.7 Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, or similar documents whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the overall development of the Property, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him, and without willful or intentional misconduct, as would be applicable under local law. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required to, consult with or listen to the views of the Association or any Owner with respect to any proposal submitted to the Architectural Committee.

#### ARTICLE VIII USE RESTRICTIONS

Section 8.1 Permitted Uses and Restrictions - Residential. The permitted uses, easements, and restrictions for all Property covered by this Declaration shall be as follows:

- (a) Single Family Residential Use. All Lots shall be used, improved and devoted exclusively to single family residential use. No gainful occupation, profession, trade or other non-residential use shall be conducted thereon. Nothing herein shall be deemed to prevent the leasing of any Lot with the improvements thereon to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. No structure whatever, other than one private garage, swimming pool or spa shall be erected, placed or permitted to



remain on any Lot. Lots owned by Declarant may be used as model homes and for sales and construction offices for the purpose of enabling Declarant to sell Lots within the Property until such time as all of the Lots owned by Declarant have been sold or leased to purchasers or tenants.

(b) Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained so as to be Visible From Neighboring Property, unless approved by the Board.

(c) Utility Service. All lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Architectural Committee. Temporary power or telephone structures incident to construction activities approved by the Architectural Committee are permitted.

(d) Improvements and Alterations. No improvements, alteration, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed by Declarant shall be made without the prior approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Architectural Committee or any subcommittee thereof. Pursuant to its rulemaking power, the Architectural Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Architectural Committee shall have the right, in its sole discretion, to refuse to approve any plans, specifications or grading plans, which are not suitable or desirable, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from adjacent or neighboring Property. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

(e) Maintenance of Lawns and Plantings. All yards visible from the street shall have attractive landscaping installed within a reasonable period of time not to exceed 180 days from the close-of-escrow. Lots shall be maintained by their Owners free of weeds and debris; lawns shall be neatly mowed and trimmed; bushes shall be trimmed; and dead plants, trees, or grass shall be removed and replaced.

(f) Repair of Buildings. No improvement upon any Property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(g) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Property except in covered sanitary containers. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and, then, only the shortest time reasonable necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

(h) Overhangs. No tree, shrub, or planting of any kind on any Property shall be allowed to overhang or otherwise to encroach upon any Common Area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Committee.

(i) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Property except usual and customary equipment and machinery used in connection with the use, maintenance or construction of permitted improvements, and except that which Declarant or the Association may require for the operation and maintenance of the Common Area.

(j) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, restrictions or restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board, and then only if such proposed use is in compliance with this Declaration.

(k) Signs. No sign of any nature (other than a name and address sign, not exceeding 9"x 30" in size) shall be permitted on any Lot; provided, however, that one sign of not more than five square feet may be temporarily erected or placed on a Lot for the purpose of advertising the Lot for sale or rent; and provided further the Declarant may erect any signs during construction. Restriction shall not apply to the Association in furtherance of its powers and purposes herein set forth.

(l) Utility Easements. There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment, and to affix and maintain wires, circuits and conduits on, in and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated except as initially developed and approved by the Declarant or thereafter approved by the Board. This easement shall in no way affect any other recorded easements. This easement shall be limited to improvements as originally constructed and no common utility shall be permitted to pass over any improvements on the Lots and no connection line shall be permitted to pass over any improvement on the Lot other than the one it serves.

(m) Animals. No animal or fowl, other than a reasonable number of generally recognized house or yard pets, shall be (i) maintained on any Lot covered by this Declaration and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes; or (ii) be permitted to make an unreasonable amount of noise, or create a nuisance. No structure for the care, housing or confinement of any animal or fowl, shall be maintained so as to be Visible From Neighboring Property.

(n) Temporary Occupancy. No temporary building, structure or vehicle of any kind shall be used as a residence either temporary or permanent. Temporary buildings or structures used during construction periods shall be removed immediately after completion of such construction.

(o) Trailers, Boats, Aircraft, and Motor Vehicles. (No motor vehicle classed by manufacturer, rating as exceeding 3/4 ton, mobile home, trailer, camper shell, boat, boat trailer or hang glider or other similar equipment or vehicle may be parked, stored, maintained, constructed, reconstructed, or repaired on any Lot, street, or Common Area, Visible From Neighboring Property within the Property, provided, however, the provisions of this section do not preclude the parking in

garages or on driveways of (i) pickup trucks of less than 3/4 ton capacity (with or without camper shells) providing the height of such pickup truck and camper shall not exceed seven (7) feet, or (ii) mini motor homes or other recreation vehicles which do not exceed seven (7) feet in height or eighteen (18) feet in length, if those vehicles described in (i) and (ii) are used on a regular and recurring basis for basic transportation. No automobile, motorcycle, motor bike, motorized hang glider, or other motor vehicle shall be constructed, reconstructed or repaired on any Lot, street, or Common Area within the Property and no inoperable vehicle may be stored or parked so as to be Visible From Neighboring Property, except in the event of an emergency.

(p) Nuisances/Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to a Lot and no odors or loud noises shall be permitted to arise or emit therefrom, so as to create a nuisance, render any such Property or any portion thereof or activity thereon unsanitary, unsightly, offensive or detrimental to the Lot or person in the vicinity thereof. Without limiting the generality of any of the foregoing provisions, no speakers horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any such Property. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Property. The Board in its sole discretion shall have the right to determine the existence of any violation of this Section and its determination shall be final and enforceable as provided for in Section 10.3 hereof. Normal construction activities shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods. Supplies or building materials and construction equipment shall be stored only in such areas and in such manner as may be approved by the Architectural Committee or the Declarant.

(q) Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Property unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise not Visible From Neighboring Property.

(r) Mineral Exploration. No Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

(s) Diseases and Insects. No Owner or resident shall permit any thing or condition to exist upon the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

(t) Party Walls and Fences. The rights and duties of Owners with respect to party walls or party fences shall be as follows:

(1) Each Owner of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use does not interfere with the use and enjoyment thereof by the other Owner.

(2) In the event that any party wall or party fence is damaged or destroyed through the act of an Owner, his agents, guests, or family members, it shall be the obligation of such Owner to rebuild and repair the party wall or party fence without cost to the other adjoining Lot Owner or Owners. Any dispute over an Owner's liability shall be resolved as provided in subsection (5) below.

(3) In the event any party wall or party fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family members, it shall be the joint obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence, such expense to be divided among the Owners in accordance with frontage of their Lot on the party wall

(4) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or party fence without the prior written consent of the Board.

(5) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party wall or party fence or the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board, the decision of which shall be final and enforceable.

(6) Each Owner shall permit the Owners of adjoining Lots, or their representative, when reasonably required, to enter his Lot for the purpose of repairing or maintaining a party wall or fence or for the purpose of performing installations, alterations or repairs to the Property of such adjoining Owners, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate. An adjoining Owner making entry pursuant to the terms of this paragraph shall not be deemed guilty of trespass by reason on such entry.

(7) Surfaces of party walls or party fences which are generally accessible or viewable from only the adjoining Property may be planted against, painted, maintained and used by the adjoining Owners. If such surfaces are viewable from public streets or the Common Area, the color scheme shall not be changed without the written consent of the Architectural Committee.

(8) Any Lot which has a wall adjacent to the Common Area and which wall separates the Lot from the Common Area shall be considered to have a party wall with the Association and the provisions of this Section 8.1(t) apply as though the Common Area were an adjacent Lot.

(9) The Owners of Lots with a wall adjacent to a street, or adjoining property, other than Lots or Common Area within the Property shall be solely responsible for repair and maintenance of such walls, and if repair is necessary, the repaired wall must match the size, color, and texture of the existing adjacent walls within the Property.

(u) Drainage Easement. There is hereby created a blanket easement for drainage of groundwater on, over and across the Common Area. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of groundwater upon, across or over any portion of the Property. Each Owner shall at his own expense maintain the drainageways and channels on his Lot in proper condition free from obstruction.

(v) Easement for Subsequent Construction. There is hereby created an easement running in favor of Declarant, its successors, assigns, agents, licensees, employees and independent contractors, to enter upon any portion of the Common Area for the purpose of constructing or installing improvements upon any portion of the Annexable Property. Declarant shall not be liable to any and all Lot Owners or the Association for such use of the Common Area except that Declarant shall at its own expense, restore and repair the Common Area to the condition existing prior to the commencement of such construction.

(w) Parking. It is the intent of the Declarant to eliminate on-street parking as much as possible. Vehicles of all Owners, residents, guests and invitees are to be kept in garages, carports, residential driveways and other parking areas designated by the Association.

(x) Right of Entry. During reasonable hours and upon reasonable notice to the Owner or resident of a Lot, and Member or authorized representative of the Architectural Committee or the Board shall have the right to enter upon and inspect any Lot or improvements thereon, except for the interior portions of any completed improvements, to determine if the improvements are in compliance with this Declaration. Any such persons shall not be deemed guilty of trespass by reason of such entry.

(y) Health Safety and Welfare. In the event uses, activities and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners or residents, the Board may make rules restricting or regulating their presence as part of the Association Rules or may direct the Architectural Committee to make rules governing their presence on Lots as part of the Architectural Committee Rules.

(z) Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of improvements or signs necessary or convenient to the development or sale of Lots within the Property.

Section 8.2 Permitted Uses and Restrictions - Common Area. The permitted uses and restrictions for Common Area shall be as follows:

(a) Permitted Uses.

(1) Except as otherwise provided herein, the Common Area shall be used in general for the exclusive benefit of the Owners, for the furnishing of services and facilities for which the same are reasonably intended and for the enjoyment to be derived from such reasonable and proper use, without hindering the exercise of or encroaching upon the right of any other Owner to utilize the Common Area, provided that no unlawful use shall be permitted.

(b) Restricted Uses.

(1) The Common Area shall not be used by Owners for storage of supplies, material or personal property of any kind.

(2) Except as otherwise provided herein, no activity shall be carried on nor condition maintained by any Owner upon the Common Area which spoils the appearance of the Property or hinders or encroaches upon the right of any other Owner to utilize the Common Area as reasonably intended.

(c) Maintenance by Association. The Association has the right and may, at any time, as to any Common Area conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required:

(1) Maintain the lawns and plantings on all Common Areas. For this purpose, Declarant and the Association shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass and plantings on any Common Area and on such easements over an Owner's Lot as may have been granted to Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass or plantings placed upon any Common Area without the prior written consent of its authorized agents shall have the right to enter upon or cross over any Lot, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such landscaping, shrubs, trees, grass or plantings in and shall not be liable for trespass for so doing;

(2) Reconstruct, repair, replace or refinish any improvement or portion thereof upon the Common Area or the above described easement areas (to the extent that such work is not done by a governmental entity or utility, if any such entity is responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the Board, (b) the original plans for the improvement, or (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed;

(3) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, and parking area (to the extent that such work is not done by a governmental entity or utility, if any such entity is responsible to the maintenance and upkeep of such area);

(4) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(5) Place and maintain upon the Common Area such signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof, subject to the approval of the Architectural Committee;

(6) Remove all papers, debris, filth and refuse from the Common Area and wash or sweep paved areas as required; clean and relamp lighting fixtures as needed;

(7) Repaint striping, markers, directional signs, and similar identification or safety devices as necessary;

(8) Pay all real and personal taxes and assessments on the Common Area;

(9) Pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Area;

(10) Pay for and keep in force at the Association's expense, adequate insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Area. Such insurance shall be with companies acceptable to the Association in amounts and with adequate limits of liability desired by the Owners or required of the Owners pursuant to any other recorded document affecting the Property, such insurance to name the Association or the Owners or both as named insureds;

(11) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration;

(12) The Board shall be the sole judge as to the appropriate maintenance within the Common Area; and

(13) Nothing herein shall be construed so as to preclude the Association from delegating its powers set forth above to a project manager or agent or to other persons, firms or corporation.

(d) Damage or Destruction of Common Area by Owners. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, or agents, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall, to the extent required under local law, be paid by said Owner, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments, including Section 10.3 hereof.

#### ARTICLE IX INSURANCE

Section 9.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a person other than the Declarant, the Association shall maintain adequate insurance for the Common Areas, including liability in an amount no less than one million dollars (\$1,000,000.), as well as directors and officers liability. Each Owner shall be responsible for coverage on his Lot and any improvements thereon.

Section 9.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner, and each mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

Section 9.3 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (b) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall be distributed to the Owners on the basis of an equal share for each Lot.

#### ARTICLE X GENERAL PROVISIONS

Section 10.1 The Declaration. By acceptance of a deed or by acquiring any ownership interest in any portion of the Property, each Owner, his heirs, representatives, successors, transferees and assigns, binds himself, his heirs, representatives, successors, transferees and assigns, to restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Owner by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property and thereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Owner fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various future Owners.

Section 10.2 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding a law or in equity, the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.3 Improper Maintenance and Use of Lots. In the event any portion of any Lot is maintained so as to present a public or private nuisance, or substantially detract from or affect the appearance or quality of any surrounding Lot, or is used in manner which violates this Declaration or in the event the Owner or resident of any Lot is failing to perform its obligation under this Declaration or the Architectural Committee Rules, the Board may, by resolution, make a finding to such effect, specifying the particular condition(s) that exist, and pursuant thereto, give notice to the Owner of such Lot that unless corrective action is taken within fourteen (14) days, the Board may take, at such Owner's cost, whatever action is appropriate to complete compliance including, without limitation, appropriate legal action. Charges incurred by the Association in making any repairs or maintenance shall be borne by the Owner and shall be paid to the Association on demand with interest of twelve percent (12%) or the prevailing interest rate, whichever is higher, accruing from the date of demand until paid in full. Any sum not paid hereunder by the Owner shall be treated as an assessment and collected in accordance with the procedures provided in Article VI.

Section 10.4 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 10.5 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 10.6 Annexation.

(a) The Annexable Property may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, except as provided in subparagraph (b) below.

(b) The Annexable Property may be annexed by Declarant without the consent of Class A Members within five (5) years of the date of recordation of this instrument. This annexation must be approved by the FHA or VA and shall be in accordance with the general development plan previously approved by the FHA and VA.

(c) Annexation pursuant to subsections (a) and (b) shall be evidenced by the recordation of a Declaration of Annexation covering the property to be annexed. Such Declaration shall incorporate this Declaration by reference and may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the additional property and if such are not inconsistent with the scheme of this Declaration. Upon annexation, the Annexed Property shall become subject to this Declaration. The Association shall thereafter own all Common Area in the existing development and in the Annexed Property and all Owners within the Annexed Property shall be entitled to use all such Common Area.

Section 10.7 Notices. Notices provided for in these Restrictions shall be in writing and shall be addressed to the last known address of the Lot Owner in the files of the Santa Fe Ridge Homeowners' Association. Notices shall be deemed delivered when mailed by United States First Class, Registered or Certified Mail addressed to the Lot Owner at such address or when delivered in person to such Owner.

Section 10.8 Condemnation. Upon receipt of notice of intention or notice of proceedings whereby all or any part of the Property is to be taken by any governmental body by exercise of the power of condemnation or eminent domain, all Owners and first mortgagees shall be immediately notified by the Association thereof. The Association shall represent the Owners in any condemnation or eminent domain proceeding authority for acquisition of any part of the Common Area of the Property, and every Owner appoints the Association his/her attorney-in-fact for this purpose. The entire award made as compensation for such taking of Common Area, including but not limited to any amount awarded as severance damages, or the entire amount received and paid in anticipation and settlement for such taking, after deducting therefrom, in each case, reasonable and necessary costs and expenses, including but not limited to attorneys' fees, appraisers' fees and court costs (which net amount shall hereinafter be referred to as the "Award"), shall be paid to the Association as trustee for the use and benefit of any Owners and their first mortgagees as their interests may appear. The Association shall, as it is practicable, cause the Award to be utilized for the purpose of repairing and restoring the Property, including, if the Association deems it necessary or desirable, the replacement of any improvements so taken or conveyed.

In the event of any taking of any Lot in the Property by eminent domain, the Owner of such Lot shall be entitled to receive the award for such taking, and after acceptance thereof Lot Owner and all of Lot Owners' mortgagees shall be divested of all interest in the Property if such Owner shall vacate Lot Owners' Lot as a result of such taking. The remaining Owners shall decide by majority vote whether to rebuild or repair the Property or take other action. The remaining portion of the Property shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking. In the event of a taking by eminent domain of more than one



Lot at the same time, the Association shall participate in the negotiations and shall propose the method of division of the proceeds of condemnation where Lots are not valued separately by the condemning authority or by the court. The Association should give careful consideration of the allocation of Common Interests in the Common Area in determining how to divide lump sum proceeds of condemnation. In the event any Lot Owner disagrees with the proposed allocation, Lot Owner may have the matter submitted to arbitration under the rules of the American Arbitration Association.

Section 10.9 Waiver; Remedies Cumulative. No failure or delay on the part of any person in exercising any right, power or privilege hereunder and no course of dealing between or among the Persons subject hereto shall operate as a waiver of any provision hereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which any person subject hereto would otherwise have. No notice to or demand upon any person in any case shall entitle such person to any other or further notice or demand in similar or other circumstances or constitute a waiver of rights to any other or further action in any circumstances.

Section 10.10 Topical Heading. The marginal or topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs of this Declaration.

Section 10.11 Prior Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: dedication of common area, and the amendment of this Declaration.

IN WITNESS WHEREOF, CHI CONSTRUCTION COMPANY, an Arizona corporation, as Declarant, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 15<sup>th</sup> day of October, 1986.

CHI CONSTRUCTION COMPANY

By: [Signature]  
Its: pres.

STATE OF ARIZONA )  
County of Maricopa ) s.s.

On this 15<sup>th</sup> day of October, 1986, before me, the undersigned Notary Public, personally appeared Robert H. Wade, who acknowledged himself to be the President of CHI CONSTRUCTION COMPANY, an Arizona corporation, and that as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

[Signature]  
Notary Public

My Commission Expires:  
My Commission Expires Jan. 14, 1990

## EXHIBIT "B"

OVERLAND TRAIL VI

86 566337

That part of the Northeast quarter of Section 28, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northeast corner of said Section 28; thence, South 00 degrees 00 minutes 03 seconds West, along the East line of Section 28, a distance of 1707.86 feet to the Northeast corner of DAVE BROWN NORTH III, as recorded in Book 279, Page 14, Maricopa County Records; thence departing said East line along the following course being the North line of said DAVE BROWN NORTH III; thence, South 89 degrees 49 minutes 28 seconds West, 55.00 feet; thence, South 84 degrees 54 minutes 15 seconds West, 466.38 feet; thence, South 89 degrees 49 minutes 28 seconds West, 800.17 feet; thence, departing said North line, North 00 degrees 01 minutes 17 seconds West, 160.47 feet; thence, North 85 degrees 28 minutes 20 seconds East, 30.09 feet; thence, North 00 degrees 01 minutes 17 seconds West, 194.20 feet; thence, South 89 degrees 44 minutes 11 seconds West, 30.00 feet; thence, North 00 degrees 01 minutes 17 seconds West, 29.26 feet; thence, South 85 degrees 33 minutes 44 seconds West, 892.94 feet; thence, North 24 degrees 20 minutes 33 seconds East, 680.75 feet to the beginning of a tangent curve of 853.70 foot radius, concave Southeasterly; thence, Northeasterly, along said curve, through a central angle of 43 degrees 25 minutes 57 seconds, a distance of 647.14 feet; thence, North 67 degrees 46 minutes 30 seconds East, 363.92 feet to the beginning of a tangent curve of 400.00 foot radius concave Southeasterly; thence, Northeasterly, along said curve, through a central angle of 21 degrees 52 minutes 23 seconds, a distance of 152.70 feet; thence, North 89 degrees 38 minutes 53 seconds East, 153.92 feet; thence, North 00 degrees 00 minutes 03 seconds East, 202.78 feet to the North line of said Section 28; thence, North 89 degrees 38 minutes 53 seconds East, along said North line, 835.02 feet to the Point of Beginning.

## EXHIBIT "C"

That part of the Northeast Quarter of Section 28, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Parcel 1

Beginning at the Northeast corner of said Section 28, Thence, South 00°00'03" West, along the East line of said Section 28, a distance of 244.44 feet;

Thence, North 89°59'57" West, 55.00 feet, to the beginning of a 600.00 foot radius non-tangent curve whose center bears North 18°01'10" West;

Thence, Westerly, along said curve, through a central angle of 30°57'26", a distance of 324.18 feet, to the beginning of a reverse curve of 2,000.00 foot radius concave southerly;

Thence, Westerly, along said curve, through a central angle of 13°17'22", a distance of 463.89 feet;

Thence, North 00°00'03" East, 202.78 feet to a point on the North line of said Section 28;

Thence, North 89°38'53" East, along the North line of said Section 28, a distance of 835.02 feet to the Point of Beginning.

Parcel 2

Commencing at the Northeast corner of said Section 28, Thence, South 00°00'03" West, along the East line of said Section 28, a distance of 1124.17 feet, to the True Point of Beginning;

Thence, continuing South 00°00'03" West, along the East line of said Section 28, a distance of 583.69 feet;

Thence, South 89°49'28" West, 55.00 feet;  
 Thence, South 84°54'15" West, 466.38 feet;  
 Thence, South 89°49'28" West, 800.17 feet;  
 Thence, North 00°01'17" West, 160.47 feet;  
 Thence, South 85°28'20" West, 931.77 feet;  
 Thence, North 09°30'00" East, 233.36 feet;  
 Thence, North 85°33'45" East, 923.03 feet;  
 Thence, South 00°01'17" East, 31.45 feet;

Thence, North 89°44'11" East, 904.86 feet, to the beginning of a tangent curve of 167.30 foot radius concave Northwesterly;

Thence, Northeasterly, along said curve, through a central angle of 45°24'20", a distance of 132.59 feet;

Thence, North 44°19'31" East, 302.11 feet, to a point on a line which is parallel to and 55.00 feet westerly, as measured at right angles, from the East line of said Section 28;

Thence, South 89°59'57" East, 55.00 feet to the True Point of Beginning.

Parcel 1

Containing 4.583 Acres, more or less.

Parcel 2

Containing 16.469 Acres, more or less.

When recorded mail to:  
Ann Hardy  
Continental Homes, Inc.  
11000 N. Scottsdale Rd., Suite 234  
Scottsdale, AZ 85254

475

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA APR 23 1987 -8 00			
KEITH POLETIS, County Recorder			
FEE 9.00	PGS 5	R.N.	

ANNEX SUB (AX)

DECLARATION OF ANNEXATION 87 250183

THIS DECLARATION OF ANNEXATION is made and given this 23rd day of April, 1987, by CHI CONSTRUCTION COMPANY, an Arizona Corporation, hereinafter referred to as "Declarant".

#### I. RECITALS

WHEREAS, Declarant has heretofore recorded a Declaration of Covenants, Conditions and Restrictions ("Declaration") for Santa Fe Ridge on October 16, 1986 as No. 86-566337 with the Maricopa County Recorder's office, said Declaration being incorporated herein by reference.

WHEREAS, the Declaration provides in Article X, Section 10.6 (a), (b) and (c) that the Declarant has the right to annex the Annexable Property, as such term is defined in the Declaration.

#### II. TERMS AND CONDITIONS

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged and for the mutual covenants and promises contained herein, the Declarant hereby declares as follows:

1. All capitalized terms used herein and in the Recitals shall have the same meaning as set forth in the Declaration.

2. Pursuant to the terms of the Declaration, including but not limited to Article X, Section 10.6 (a), (b) and (c) thereof, Declarant hereby declares to be irrevocably annexed to the Property covered by the Declaration that real property (the "Annexable Property") located in Maricopa County, Arizona, more particularly described as follows:

Lots 1 through 229, inclusive, and Tracts A through K inclusive, of Overland Trail VI according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 307 of Maps, Page 24, "Exhibit "B".

Notwithstanding anything herein to the contrary, the Annexable Property shall be annexed phase by phase, with each phase consisting of those lots in the Annexable Property as set out on Exhibit "A" attached hereto and incorporated herein by reference, and with any individual phase being deemed annexed on the date of the first conveyance of a lot in such phase to an Owner other than the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Annexation this 23rd day of April, 1987.

CHI CONSTRUCTION COMPANY,  
an Arizona corporation

By: Robert J. Wade  
Its: PRES

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

On this 23rd day of April 1987, before me, the undersigned Notary Public, personally appeared Robert J. Wade, who acknowledged himself to be the President of CHI CONSTRUCTION COMPANY an Arizona corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

WITNESS my hand and official seal.

Ann Hardy  
Notary Public

My Commission Expires:  
My Commission Expires Oct. 29, 1990

When recorded mail to:  
Ann Hardy  
Continental Homes, Inc.  
11000 N. Scottsdale Rd., Suite 234  
Scottsdale, AZ 85254

112  
475

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
APR 23 1987 - 9 00  
KEITH POLETIS, County Recorder  
FEE 9.00 PGS 5 R.N.

ANNEX SUB (AX)

87 292408

DECLARATION OF ANNEXATION 87 250183

Date  
/

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NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged and for the mutual covenants and promises contained herein, the Declarant hereby declares as follows:

1. All capitalized terms used herein and in the Recitals shall have the same meaning as set forth in the Declaration.

2. Pursuant to the terms of the Declaration, including but not limited to Article X, Section 10.6 (a), (b) and (c) thereof, Declarant hereby declares to be irrevocably annexed to the Property covered by the Declaration that real property (the "Annexable Property") located in Maricopa County, Arizona, more particularly described as follows:

Lots 1 through 229, inclusive, and Tracts A through K inclusive, of Overland Trail VI according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 307 of Maps, Page 24, "Exhibit "B", and "

Notwithstanding anything herein to the contrary, the Annexable Property shall be annexed phase by phase, with each phase consisting of those lots in the Annexable Property as set out on Exhibit "A" attached hereto and incorporated herein by reference, and with any individual phase being deemed annexed on the date of the first conveyance of a lot in such phase to an Owner other than the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Annexation this 23rd day of April, 1987.

CHI CONSTRUCTION COMPANY,  
an Arizona corporation

By: Robert J. Wade  
Its: Pres

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
MAY 11 1987 - 10 00  
KEITH POLETIS, County Recorder  
FEE 9.00 PGS 5 P.D.

\* Certificates of Correction recorded March 19, 1987  
in 87-164116, Official Records and April 10, 1987  
in 87-219328, Official Records.

This document is being re-recorded for the sole purpose of correcting the illegal description.

~~87 250183~~

87 292408

STATE OF ARIZONA }  
County of Maricopa } ss.

On this 23rd day of April 1987, before me, the undersigned Notary Public, personally appeared Robert J. Woods, who acknowledged himself to be the President of CHI CONSTRUCTION COMPANY an Arizona corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

WITNESS my hand and official seal.

Ann Hardy  
Notary Public

My Commission Expires:

My Commission Expires Oct. 29, 1991



~~87 250183~~

Exhibit "A"

87 292408

PHASING DETAIL  
Overland Trail VI AKA Santa Fe Ridge

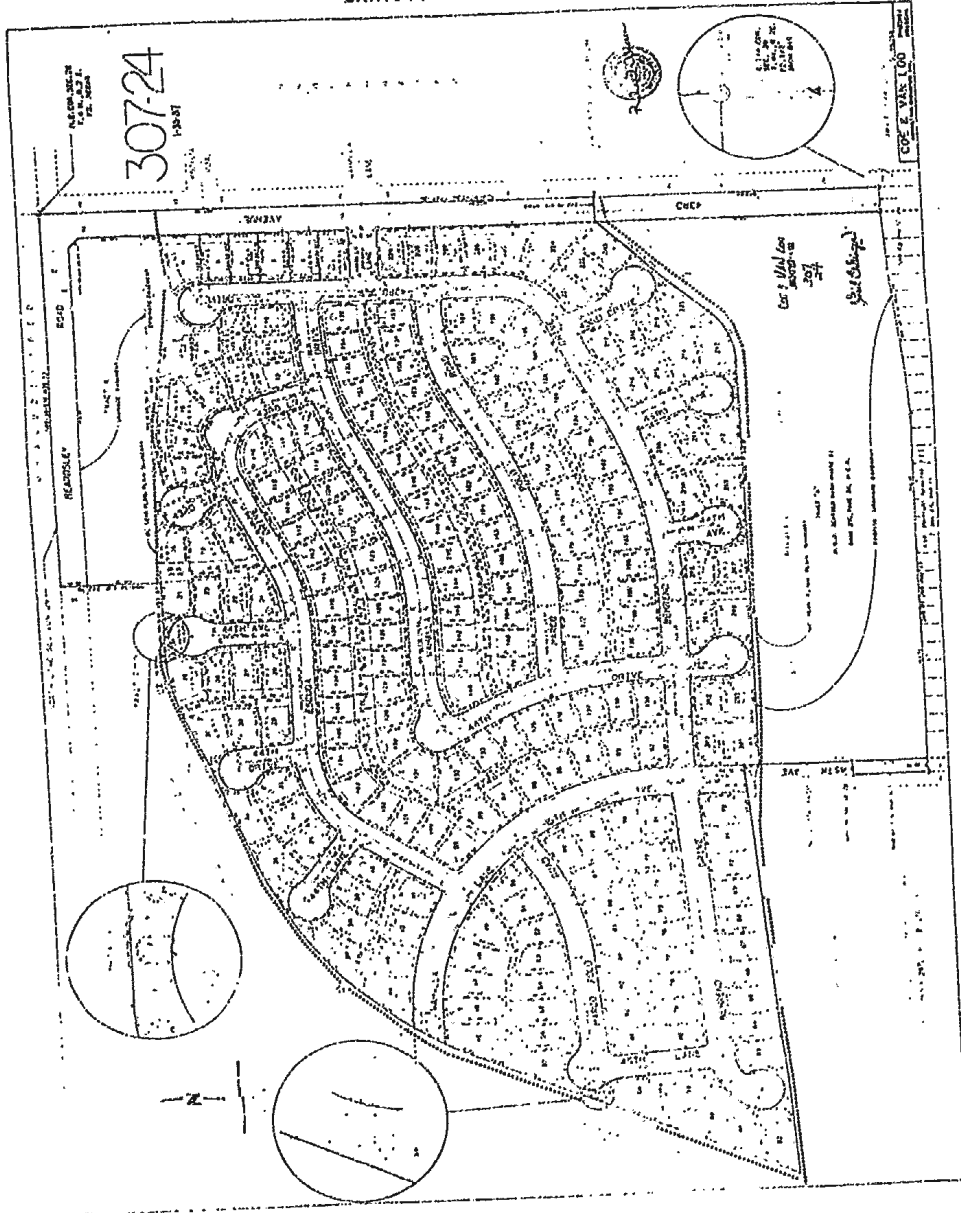
Phase 1.	Lots	45-91
Phase 2.	Lots	13-44
Phase 3.	Lots	92-139
Phase 4.	Lots	140-170
Phase 5.	Lots	171-199
Phase 6.	Lots	201-229
Phase 7.	Lots	1-12



87 292408

~~87 250183~~

EXHIBIT "B"



not incorporated

82-00203.

87 305106

WHEN RECORDED, RETURN TO:

Ann Hardy  
11000 North Scottsdale Road  
Suite 234  
Scottsdale, Arizona 85254

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
MAY 14 1987 -4 30  
METH BOLETIS, County Recorder  
FEE 28<sup>00</sup> PGS 24 D.E.

AMENDED AND RESTATED  
RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

This Amended and Restated Reciprocal Easement and Maintenance Agreement is made and entered into this 14<sup>th</sup> day of May, 1987 by and between AMCOR INVESTMENTS CORPORATION, a California corporation ("Amcors"), C.H.I. CONSTRUCTION COMPANY, an Arizona corporation ("CHI"), the OVERLAND HILLS HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation (the "OH II Association"), the OVERLAND HILLS III HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation (the "OH III Association"), and the SANTA FE RIDGE HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation ("Santa Fe Association").

W I T N E S S E T H:

WHEREAS, certain of the parties referenced above executed that certain Reciprocal Easement and Maintenance Agreement (the "Agreement") dated April 30, 1986 and recorded April 30, 1986 as Instrument No. 86 211963 in the Official Records of the Maricopa County, Arizona Recorder; and

WHEREAS, the Parties hereto desire to amend the Agreement and to restate the same as so amended for the purposes of convenience and clarity; and

WHEREAS, Paragraph 11 of the Agreement provides for amendments with the consent of all of the Parties thereto and all of the Parties or their successors and assigns have executed this Amended and Restated Reciprocal Easement and Maintenance Agreement.

NOW, THEREFORE, the Parties hereby amend and restate the Agreement in its entirety as follows:

RECITALS:

A. The OH II Association represents and is composed of owners of lots in Overland Hills II described in Exhibit "A" and depicted as Parcel "A" on Exhibit "C", all of which exhibits are attached hereto and incorporated herein by this reference (the "Overland Hills II Parcel").

B. The OH III Association represents and is composed of owners of lots in Overland Hills III described in Exhibit "A-1" attached hereto and incorporated herein by reference and depicted as Parcel "E" on Exhibit "C" (the "Overland Hills III Parcel").

C. The Santa Fe Association represents and is composed of owners of lots in Overland Trail V described in Exhibit "A-2" attached hereto and incorporated herein by reference and depicted as Parcel "D" on Exhibit "C" (the Overland Trail V Parcel"). The Santa Fe Association may represent the owners of the Overland Trail VI Parcel (as defined below) at such time as C.H.I. as the developer of Overland Trail V and VI Parcels records a document providing for the same.

D. Amcor is the owner of that certain real property described in Exhibit "C-1" attached hereto and incorporated herein by reference and depicted as Parcel "B" on Exhibit "C" (the "Apartments Parcel").

E. CHI is the owner of that certain real property described in Exhibit "A-3" attached hereto and incorporated herein by reference depicted as Parcel "C" on Exhibit "C" (the "Overland Trail VI Parcel").

F. Certain of the Parties currently own real property commonly known as Skunk Creek and Scatter Wash as depicted in Exhibit "B" attached hereto and incorporated herein by this reference and described more fully in Exhibits "D", "E" and "F" (collectively referred to as the "Creek Property").

G. The Creek Property is of benefit as a recreational area and flood control area for adjacent properties owned or managed by the respective Parties.

H. The Parties wish to provide for the continual maintenance and repair of the Creek Property for those purposes.

1. Ownership of the Creek Property. Amcor previously held fee title to all of the Creek Property. The portions of the Creek Property deeded or to be deeded (i) to the OH III Association; (ii) to the first owner (other than Amcor) of the Apartments Parcel; and (iii) to CHI and/or the Santa Fe Association as the owner of, or representative of owners in, the Overland Trail VI Parcel and Overland Trail V Parcel, as applicable, are identified and more fully described in Exhibits "D", "E" and "F" respectively, which exhibits are attached hereto and incorporated herein by this reference. Those Parties owning portions of the Creek Property will be responsible for all taxes assessed to their respective portions of the Creek Property. The OH II Association formed for the Overland Hills II Parcel does not own any portion of the Creek Property. Notwithstanding the foregoing, the OH II Association shall have all of the same rights

hereto except as specifically provided for herein. The Property described in Exhibits "A" through "F" shall collectively be referred to herein as the "Property".

2. Parties to Agreement. Wherever the term "Parties" is used herein, Parties shall mean and include Amcor, CHI, the OH II Association, the OH III Association, the Santa Fe Association and any other owner of any portion of the Property, or their successors in title, including any separate homeowners' association formed for the Overland Trail VI Parcel. Notwithstanding the foregoing, the term "Party" shall not be deemed to include members of the public purchasing lots or residing in apartment units in any portion of the Property, or any person having an interest in the lots or apartment units or buildings containing apartment units located on the Property merely as security for the performance of an obligation; provided, however, in the event the Apartments Parcel is subdivided into lots at any time, the purchasers of said lots shall be fully bound by this Agreement, as provided in Paragraph 5 below.

3. The Skunk Creek Management Board. The affairs of the Creek Property shall be managed by a governing body to be known as The Skunk Creek Management Board (the "Board"). The Board shall consist of five (5) members. One (1) member each shall represent the OH II Association, the OH III Association, the Apartments Parcel owner, the Santa Fe Association, and the owner of the Overland Trail VI Parcel or homeowners' association therefor. If the Santa Fe Association should represent owners in the Overland Trail V and VI Parcels as provided above, the Santa Fe Association shall be entitled to two (2) memberships on the Board. It shall be the sole responsibility of each of the Parties to appoint its member to the Board as a bona fide representative of the Party. At any time, by unanimous consent of its members, the Board may change the number of members to sit on the Board. Without limiting the foregoing, in the event any homeowners' association which is a Party hereto fails to appoint its Board member and to notify the other Board members of such appointment from time to time, it shall be conclusively presumed that the President of said association will act as the Board member therefor.

The Board shall have broad authority and responsibility to ensure that all duties associated with the Creek Property are performed. Those duties, include without limitation, the following:

(a) Maintenance. Amcor has completed landscaping of the Creek Property substantially in accordance with plans approved by the City of Phoenix. The Board shall provide for maintenance of the Creek Property as follows. The Creek Property shall be maintained in accordance with all flood control and other rules and ordinances of any governmental or quasi-governmental agency having jurisdiction thereover and in a post-...

Board members, agree to install additional landscaping or recreational facilities for the Creek Property. In the event such a unanimous vote occurs, all of the Parties subject hereto shall then be deemed to have consented and shall be responsible for the cost of placing additional landscaping or recreational facilities on the Creek Property as provided below for the payment of such expenses. It shall be the duty of the Board to obtain and supervise the performance of any maintenance contract including provisions for weed control as provided in Subparagraph (e) below.

(b) Insurance. Each of the Parties owning a portion of the Creek Property shall obtain, at its sole cost and expense, liability insurance for its portion of ownership of the Creek Property in an amount not less than One Million Dollars (\$1,000,000) and shall name the other Parties as additional named insureds. Although the OH II Association will not be required to carry a liability policy due to non-ownership of any portion of the Creek Property, the Parties shall include the OH II Association as an additional named insured. The Board has the right, but not the obligation, to increase the coverage requirements by majority vote of its members. If a structural improvement exists on the Creek Property, the Party having ownership thereof shall provide for coverage of such property in an amount not less than the full replacement value thereof. It is the responsibility of the Board to maintain at all times in its records a current certificate of insurance satisfying the requirements of this paragraph provided by each Party. Each Party shall name its representative to the Board on its general liability or directors and officers liability policy with a minimum coverage of One Million Dollars (\$1,000,000).

(c) Expenses. The Board shall establish a checking account in order to deposit all funds collected on behalf of the Creek Property and to disburse payment for expenses. The Parties shall be obligated to contribute their respective proportionate share of the expenses, which expenses shall be allocated to the Parties in the following manner:

OH II Association	16%
OH III Association	16%
Owner of the Apartments Parcel	28%
Santa Fe Association and CHI as homeowners' association for, and owner of, respectively, the Overland Trail V and VI Parcels	40%

The Parties agree that these percentages are reasonable under the circumstances and may not be changed without agreement of all of the Parties. Notwithstanding the foregoing, CHI and the Santa Fe Association may allocate their forty percent proportionate share between them as they may agree without the other Parties' consent, and further, if more than one homeowners' association is

unanimously agree to allocate their forty percent (40%) proportionate share among themselves without the consent of the other Parties, provided, however, that the total allocated shares equal said forty percent (40%) share.

The Board shall prepare an annual budget each year in order to determine anticipated costs. Each month, the Board shall bill each of the Parties for its proportionate share of budgeted expenses. The Parties shall remit their proportionate share within thirty (30) days of receipt of said statement. The Board has the right, but not the obligation, to establish late fees. In addition, the Board shall also be entitled to recover any collection costs incurred by the Board as a result of any Party's failure to timely pay assessments as well as any attorneys' fees and costs as provided in Paragraph 9. Each Party shall be solely responsible for collecting and assessing its proportionate share of the expenses from the lot owners or apartment unit residents (if applicable) residing within the portion of the Property under its jurisdiction and no Party may exempt itself in any manner as to any portion of the assessed expenses due to its inability to collect the same from any lot owner or apartment unit resident residing within the property subject to said Party's jurisdiction. However, in no event shall the Board have the authority to lien any platted lot and/or otherwise directly assess a lot owner within the Property for failure to pay assessments due hereunder. Such authority is reserved to the Party having jurisdiction over said lot owner for purpose of collecting assessments under a recorded declaration of covenants, conditions and restrictions.

In the event the Board incurs an extraordinary or unusual expense which the Board reasonably determines will exceed the budgeted expenses, the Board shall have the authority and right to specially assess each of the Parties hereto in the amount of its respective allocated percentages for the reasonably estimated cost of such extraordinary or additional maintenance, repair or restoration and each said Party shall be responsible and obligated to pay the same within sixty (60) days after receipt of notice from the Board. Notwithstanding the foregoing, all assessments under this Subparagraph (c) shall be subject to any approvals or consents required under any declaration of covenants, conditions and restrictions recorded against any portion of the Property. The Board shall have the right to carry forward deficiencies in or surplus of assessments for the actual costs incurred by the Board in maintaining or repairing the Creek Property and the Board shall thereupon adjust the budget for the following year based upon any such deficiency or surplus determined by the Board. The Board shall have the right to refrain from taking any of the maintenance actions required hereunder if, and only to the extent that, funds are not available therefor under the assessment procedures outlined above.

A Party's proportionate share of assessments shall



Property in favor of the Board and all of the other Parties to provide security for the performance of any obligation required hereunder which is a Party's obligation or an obligation of that Party's predecessor in title. The Board and any other Party may record a Notice of Lien against the property of a Party delinquent in the payment of said expenses in the Official Records of the Maricopa County, Arizona Recorder. In the case of a homeowners' association as a Party, the Property thereof shall be the "Common Area" held in fee or trust by the Association but shall not include the lots of owners not Parties hereto. Such lien may be foreclosed as a real property mortgage. Conveyance by a Party of any such property shall not affect any vested or accrued lien rights or any recorded Notice of Lien. Notwithstanding the foregoing, the lien provided for herein shall be subordinate to any purchase money acquisition and development loan, any construction loan, or any permanent financing or "take-out" loan, which loans are secured by a first deed of trust or mortgage on any portion of the Property subject to such lien. In the case of a Party formed as a homeowners' association, non-payment of its proportionate share of assessments, including all amounts owed and accruing, shall be divided equally among each of the memberships in the affected association (except as otherwise required under the governing documents thereof) and shall be deemed to be a part of the assessment lien created by the association documents.

(d) Miscellaneous Duties; Rules. The Board shall be responsible for any duties not described above which are necessary for the overall benefit of the Creek Property. In addition, by majority vote, the Board shall have the right to adopt from time to time reasonable rules and regulations for the management of the Creek Property.

(e) Right to Delegate Duties. The Board may delegate all or part of its duties described herein to an individual representative or management agent by mutual agreement. The Board may enter into a written agreement not to exceed one (1) year in length which may be terminated without penalty and with no more than sixty (60) days' notice, provided further that the management agreement may be terminated for cause upon not more than thirty (30) days' notice and without penalty.

4. Use of Creek Property. Each of the Parties hereto, and lot owners subject to the jurisdiction of any of the Parties, are hereby granted a non-exclusive and permanent easement and right to use and enjoy the Creek Property for pedestrian, walkway, drainage and recreational purposes. The apartment unit residents, their guests and invitees, and the guests and invitees of the Parties and said lot owners, are hereby granted a non-exclusive license to use the Creek Property for the above-referenced purposes. The Board (by unanimous consent) may revoke the license of an individual licensee under this Paragraph 4. In the event any apartment unit resident(s) or lot owner(s) subject

their guests and invitees) damages or otherwise destroys any of the landscaping or other facilities on the Creek Property, the Board shall have the right to specially assess the Party or Parties having jurisdiction over said person(s) and the Party or Parties shall be solely obligated to seek reimbursement from the offending lot owner(s) or apartment unit resident(s) responsible for the destruction or damage. No Party subject to assessments for the use and enjoyment of the Creek Property may be exempt from liability therefor by abandoning, waiving or otherwise relinquishing or failing to use the Creek Property and improvements thereon or by its lot owners or apartment unit residents abandoning, waiving or relinquishing or failing to use such property.

The provisions hereof are not intended, and do not constitute, a dedication for public use, and the rights, duties easements and licenses herein created are private and for the benefit only of the Parties and other persons expressly authorized hereunder. Notwithstanding the foregoing, all of the Parties shall cooperate in the dedication of any portion of the Creek Property to the public if all of the Parties hereto and the governmental body agreeing to accept jurisdiction thereover desire to dedicate the same to the public.

Each Party covenants, agrees and warrants to the others that said Party will not interfere with, cause, direct or request any person or entity to interfere with the natural drainage of the Creek Property except as otherwise directed by a governmental or quasi-governmental agency having jurisdiction thereof.

5. Benefit and Binding Effect; Assignment. The easements, covenants and restrictions contained in this Agreement shall run with and bind the land and be binding upon the Parties hereto, their successors and assigns, and all Parties having or acquiring any right, title or interest in or to any part of the Creek Property.

Each Party shall be personally obligated and liable for performing its responsibilities and duties hereunder but such personal responsibility shall cease as to future or executory responsibilities and duties (including future payment responsibilities), upon conveyance by that Party of title to its portion of the Creek Property subject hereto, whereupon such successor in title shall be personally liable hereunder as provided above for such future or executory responsibilities and duties. Conveyance of title shall not affect the grantor's liability for accrued responsibilities or duties and the grantee shall not be personally responsible therefor unless such liabilities are assumed by such grantee.

Notwithstanding the foregoing, no Party hereto, other than (i) Amcor (or its successors) in deeding portions of the Property and/or Creek Property as provided in Paragraph 1, or

homeowners' association formed for the benefit of a portion of the Property which it owns, may abandon, assign or otherwise delegate its rights or obligations under this Agreement without the prior written consent of all of the Parties hereto, except that the owner(s) of the Apartments Parcel shall assign its/their future rights and obligations hereunder to its/their successors in title, but such successors shall succeed automatically to such rights and obligations whether or not an actual assignment thereof is made.

6. Amendments. The Parties agree that except as otherwise provided herein, the provisions of this Agreement may be modified or amended, in whole or in part, only with the consent of all of the Board members, in writing, duly recorded in the Official Records of the Maricopa County, Arizona Recorder.

7. Remedies. In the event that any Party hereto breaches any covenant or restriction herein, any Party shall be entitled to pursue any remedy available at law or in equity, including but not limited to an action for damages or for specific performance.

8. Arbitration. Upon the request or petition of any Party, any controversy, interpretation, provision, other obligation, or other dispute concerning the terms, provisions and requirements of this Agreement may be subjected to binding arbitration under the rules, terms and provisions of the American Arbitration Association and any arbitration thereof may be made the subject of a judgment of the Maricopa County, Arizona Superior Court in accordance with its prevailing court rules.

9. Attorneys' Fees. Should any Party institute any legal action or proceeding for the enforcement of any obligation herein contained, the prevailing Party or Parties shall be entitled to recover the attorneys' fees and costs incurred in the preparation and prosecution of such action or proceeding.

10. Severability. If any provision of this Agreement or the application thereof to any of the Parties or to any person or circumstances shall be held to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provision to any of the Parties or to any persons or circumstances other than those to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect and not be affected thereby.

11. Notices. Any notice or demand which under the terms of this Agreement or by law may or is required to be given or made to the Parties hereto, shall be in writing and be given or made by mailing the same by certified mail, return receipt requested, postage prepaid, or by personal delivery, to the other Party or Parties at the addresses below. Any Party may designate in writing such new or other address to which such notices or

1982-00203

87 305166

To Amcor: Amcor Investments Corporation  
2735 East Camelback Road  
Phoenix, Arizona 85016  
Attn: M. Virginia Novak, Esq.

To CHI: C.H.I. Construction Company  
11000 North Scottsdale Road  
Suite 234  
Scottsdale, Arizona 85254  
Attn: Kathy Wade

To the OH II Association: The Overland Hills  
Homeowners' Association  
4768 W ESCUDA  
GLENDALE, AZ 85308  
Attn: President

To the OH III Association: The Overland Hills III  
Homeowners' Association  
c/o C.H.I. Construction  
Company  
11000 North Scottsdale Road  
Suite 234  
Scottsdale, Arizona 85254  
Attn: Kathy Wade

To the Santa Fe Ridge  
Homeowners' Association: The Santa Fe Ridge Homeowners'  
Association  
c/o C.H.I. Construction  
Company  
11000 North Scottsdale Road  
Suite 234  
Scottsdale, Arizona 85254  
Attn: Kathy Wade

12. Term. This Agreement (as amended and restated herein) shall remain in full force and effect for twenty (20) years from the date of recording hereof. Thereafter, this Agreement and all rights, covenants, conditions, obligations, restrictions and easements herein contained shall be extended for successive ten (10) year periods unless terminated by an instrument signed by all of the Parties hereto. No termination hereof for any reason shall affect any Party's obligation for costs or obligation incurred hereunder prior to the effective date of such termination.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument.

AMCOR INVESTMENTS CORPORATION,  
an Arizona corporation

By A. M. Glick  
Its Assistant Secretary

C.H.I. CONSTRUCTION COMPANY,  
INC., an Arizona corporation

By Kenneth Wade  
Its Treasurer

OVERLAND HILLS HOMEOWNERS'  
ASSOCIATION, an Arizona non-  
profit corporation

By Patricia M. Lucas  
Its President

OVERLAND HILLS III HOMEOWNERS'  
ASSOCIATION, an Arizona  
non-profit corporation

By D. A. Paul  
Its President

SANTA FE RIDGE HOMEOWNERS'  
ASSOCIATION, an Arizona non-  
profit corporation

By M. J. M.  
Its President

RATIFIED AND APPROVED:

CONTINENTAL HOMES HOLDING  
CORP., a Delaware corporation

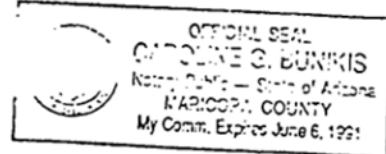
By Kathleen Wade  
Its Co CEO

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me, the undersigned notary public for said county and state, this 14th day of May, 1987, by Kathleen Wade, the Co-CEO of CONTINENTAL HOMES HOLDING CORP., a Delaware corporation, for and on behalf of said corporation.

Caroline H. Bunikis  
Notary Public

My Commission Expires:  
June 6, 1991



NOTARIES OF PARTIES:

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me, the undersigned notary public for said county and state, this 14th day of May, 1987, by Ann M. Oakley, the Asst. Secretary of AMCOR INVESTMENTS CORPORATION, a California corporation, for and on behalf of said corporation.

Margi P. Sandover  
Notary Public

My Commission Expires:  
2/1/92

1987-00203

87 305106

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me, the undersigned notary public for said county and state, this 14th day of July, 1987, by [Signature], the President of C.H.I. CONSTRUCTION COMPANY, INC., an Arizona corporation, for and on behalf of said corporation.

[Signature]  
Notary Public

My Commission Expires:

My Commission Expires Oct 29, 1990

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me, the undersigned notary public for said county and state, this 14th day of July, 1987, by Patricia M. Lucas, the President of the OVERLAND HILLS HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation, for and on behalf of said corporation.

Kathleen E. Stevens  
Notary Public

My Commission Expires:

My Commission Expires July 22, 1988

1987-00203

87 3051:6

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me, the undersigned notary public for said county and state, this 14th day of April, 1987, by James X. [unclear], the [unclear] of the OVERLAND HILLS III HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation, for and on behalf of said corporation.

[Signature]  
Notary Public

My Commission Expires:

My Commission Expires Oct. 29, 1990

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me, the undersigned notary public for said county and state, this 14th day of April, 1987, by [Signature], the [unclear] of the SANTA FE RIDGE HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation, for and on behalf of said corporation.

[Signature]  
Notary Public

My Commission Expires:

My Commission Expires Oct. 29, 1990



87 305106

EXHIBIT "A"

Lots 320 through 484, inclusive, and Tracts A & B of Overland Hills 11 as it appears in the Book of Records of the County of Maricopa, Arizona Book 271 of Maps, Page 23.

87 305106

EXHIBIT "A-1"

Lots 485 through 668, inclusive, and Tracts A, B, C and D of Overland Hills III as it appears in the Book of Records of the County of Maricopa, Arizona, Book 289 of Maps, Page 40.

1982-00203

87 305146

Exhibit "A-2"

Lots 531-603, inclusive, together with Tracts A, B and C of Overland Trail V as it appears in the Book of Records of the County of Maricopa, Arizona, Book 303 of Maps, Page 2.

1982-00203

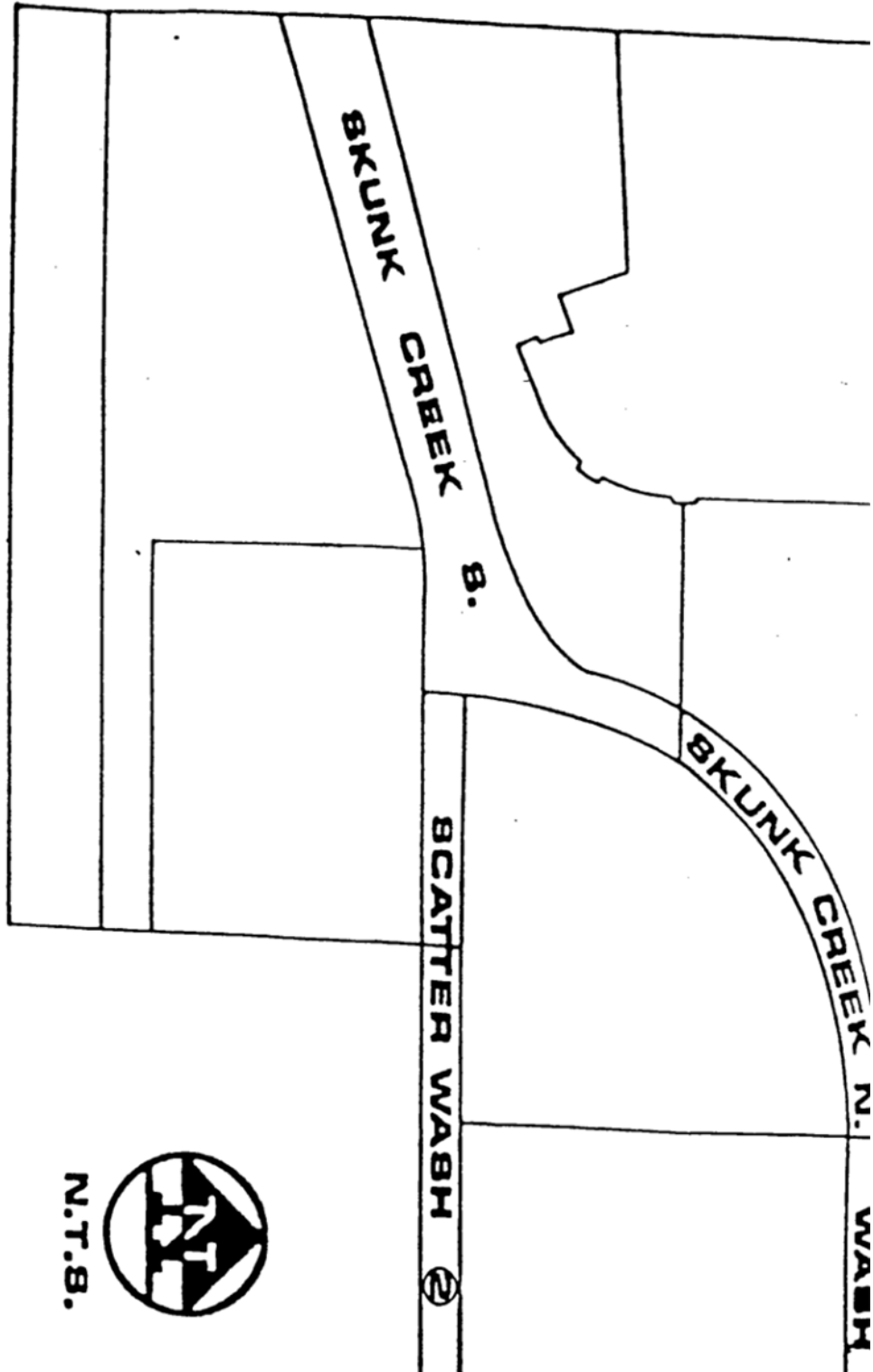
87 3051:6

Exhibit "A-3"

Lots 1-229, inclusive, and Tracts A-K, inclusive, of Overland Trail VI as it appears in the Book of Records of the County of Maricopa, Arizona, Book 307 of Maps, Page 24, and as subsequently amended.

# EXHIBIT B

87 305106

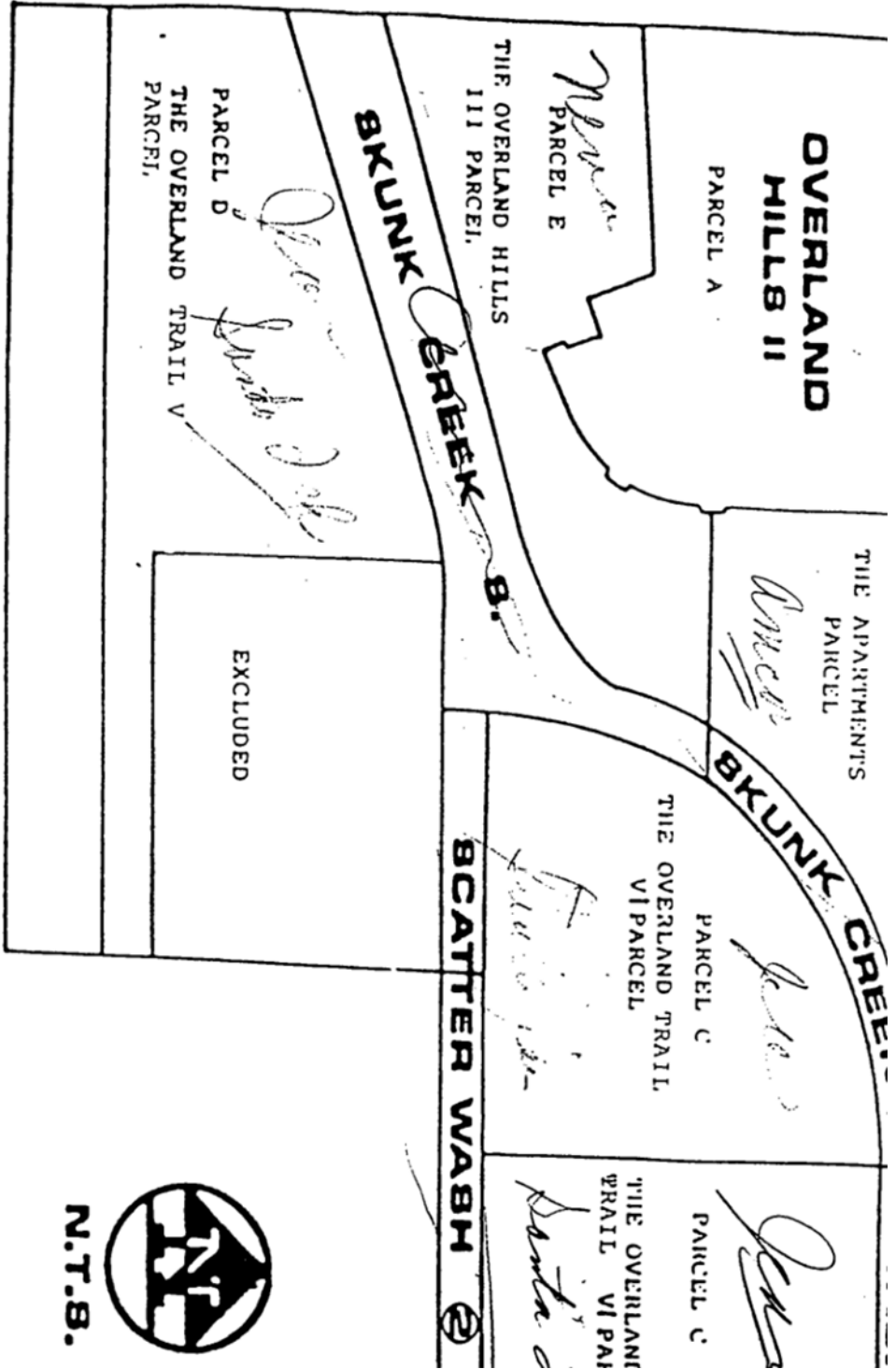


N.T.B.

COE & VAN  
SURVEYORS & ENGINEERS

EXHIBIT C

87 305106



N.T.B.

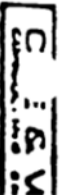


EXHIBIT "C-1"

October 29, 1984  
Revised June 3, 1985

DESCRIPTION

OVERLAND HILLS  
APARTMENTS PARCEL

87 305106

That part of the Northeast Quarter of Section 28, Township 4 North, Range 2 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the North quarter corner of said Section 28, also a point on the North subdivision boundary of Overland Hills II subdivision as recorded in Book 271, on Page 23 of Maricopa County Records;

Thence, North  $89^{\circ}38'53''$  East, along the North line of said Section 28, and said North subdivision boundary, a distance of 1804.27 feet to a point on a line which is parallel to and 835.00 feet Westerly, as measured at right angles, from the East line of said Section 28;

Thence, South  $00^{\circ}00'03''$  West, along said parallel line, 202.78 feet;

Thence, South  $89^{\circ}38'53''$  West, 153.92 feet to the beginning of a tangent curve of 400.00 foot radius concave Southerly;

Thence, Southwesterly, along said curve, through a central angle of  $21^{\circ}52'23''$ , a distance of 152.70 feet;

Thence, South  $67^{\circ}46'30''$  West, 363.92 feet to the beginning of a tangent curve of 853.70 foot radius concave Southeasterly;

Thence, Southwesterly, along said curve, through a central angle of  $35^{\circ}34'15''$ , a distance of 530.00 feet;

Thence, South  $89^{\circ}38'53''$  West, 442.40 feet to the beginning of a tangent curve of 500.00 foot radius curve concave Northerly;

Thence, Westerly, along said curve, through a central angle of  $01^{\circ}35'30''$ , a distance of 13.89 feet;

Thence, North  $88^{\circ}45'37''$  West, 100.03 feet to the beginning of a tangent curve of 500.00 foot radius concave Southerly;

Thence, Westerly, along said curve, through a central angle of  $01^{\circ}25'57''$ , a distance of 12.50 feet;

Thence, South  $89^{\circ}48'26''$  West, 194.00 feet to a point on the centerline of 47th Avenue as recorded in said Overland Hills II;

Thence, North  $00^{\circ}11'34''$  West, along said centerline 696.30 feet to a point on the North line of said Northeast quarter and the Point of Beginning.

Containing 20.580 Acres, more or less.

5/16/69

CVL #782-82

Revised 6/3/85



# EXHIBIT D

October 24, 1935

## DESCRIPTION

87 305106

OVERLAND HILLS  
SKUNK CREEK SUBDIVISION - OVERLAND HILLS  
TO BE DEEDED TO THE OVERLAND HILLS III ASSOCIATION

That part of the North Half of Section 28, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 28, Thence, South  $89^{\circ}38'53''$  West, along the North line of said Section 28, a distance of 857.63 feet;

Thence, South  $67^{\circ}46'30''$  West, 711.50 feet, to the beginning of a tangent curve of 1146.30 foot radius, concave southeasterly;

Thence, Southwesterly, along said curve, through a central angle of  $33^{\circ}02'38''$ , a distance of 661.10 feet, to the True Point of Beginning;

Thence, North  $89^{\circ}38'53''$  East, 170.52 feet to the beginning of a 853.70 foot radius non-tangent curve whose center bears South  $55^{\circ}22'26''$  East;

Thence, Southwesterly, along said curve, through a central angle of  $10^{\circ}17'02''$ , a distance of 153.23 feet;

Thence, South  $24^{\circ}20'33''$  West, 680.75 feet;

Thence, South  $09^{\circ}30'00''$  West, 233.36 feet;

Thence, South  $67^{\circ}26'40''$  West, 1816.78 feet;

Thence, North  $00^{\circ}39'08''$  West, 334.12 feet;

Thence, North  $67^{\circ}26'40''$  East, 1583.26 feet, to the beginning of a tangent curve of 300.00 foot radius concave northwesterly;

Thence, Northeasterly, along said curve, through a central angle of  $43^{\circ}06'07''$ , a distance of 225.68 feet;

Thence, North  $24^{\circ}20'33''$  East, 443.46 feet, to the beginning of a tangent curve of 1146.30 foot radius concave southeasterly;

Thence, Northeasterly, along said curve, through a central angle of  $10^{\circ}23'20''$ , a distance of 207.85 feet, to the True Point of Beginning.

Containing 15.879 Acres, more or less.





Exhibit "F"

October 24, 1985

DESCRIPTION

87 305106

OVERLAND HILLS  
SKUNK CREEK NORTH - DRAINAGE LEGALS  
TO BE DREDED WITH THE APARTMENTS PARCEL

That part of the Northeast Quarter of Section 28, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 28, Thence, South 89°38'53" West, along the North line of said Section 28, a distance of 835.02 feet to the True Point of Beginning;

Thence, South 00°00'03" West, 202.78 feet;

Thence, South 89°38'53" West, 153.92 feet, to the beginning of a tangent curve of 400.00 foot radius concave southerly;

Thence, Westerly, along said curve, through a central angle of 21°52'24", a distance of 152.70 feet;

Thence, South 67°46'30" West, 363.92 feet, to the beginning of a tangent curve of 853.70 foot radius concave southeasterly;

Thence, Southwesterly, along said curve, through a central angle of 33°08'56", a distance of 493.91 feet;

Thence, South 89°38'53" West, 170.52 feet, to the beginning of a 1146.30 foot radius non-tangent curve whose center bears South 55°16'08";

Thence, Northeasterly, along said curve, through a central angle of 33°02'38", a distance of 661.10 feet;

Thence, North 67°46'30" East, to a point on the North line of said Section 28, a distance of 711.50 feet;

Thence, North 89°38'53" East, along the North line of said Section 28, a distance of 22.61 feet, to the True Point of Beginning.

Containing 3.646 Acres, more or less.



Exhibit "F"

October 24, 1985

87 305106

DESCRIPTION

OVERLAND HILLS  
SCATTER WASH - DRAINAGE LEGALS  
TO BE DEEDED WITH THE OVERLAND TRAIL V AND VI PARCELS

That part of the Northeast Quarter of Section 28, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Parcel 1

Beginning at the Northeast corner of said Section 28, Thence, South  $00^{\circ}00'03''$  West, along the East line of said Section 28, a distance of 244.44 feet;

Thence, North  $89^{\circ}59'57''$  West, 55.00 feet, to the beginning of a 600.00 foot radius non-tangent curve whose center bears North  $18^{\circ}01'10''$  West;

Thence, Westerly, along said curve, through a central angle of  $30^{\circ}57'26''$ , a distance of 324.18 feet, to the beginning of a reverse curve of 2,000.00 foot radius concave southerly;

Thence, Westerly, along said curve, through a central angle of  $13^{\circ}17'22''$ , a distance of 463.89 feet;

Thence, North  $00^{\circ}00'03''$  East, 202.78 feet to a point on the North line of said Section 28;

Thence, North  $89^{\circ}38'53''$  East, along the North line of said Section 28, a distance of 835.02 feet to the Point of Beginning.

Parcel 2

Commencing at the Northeast corner of said Section 28, Thence, South  $00^{\circ}00'03''$  West, along the East line of said Section 28, a distance of 1124.17 feet, to the True Point of Beginning;

Thence, continuing South  $00^{\circ}00'03''$  West, along the East line of said Section 28, a distance of 583.69 feet;

Thence, South  $89^{\circ}49'28''$  West, 55.00 feet;

Thence, South  $84^{\circ}54'15''$  West, 466.38 feet;

Thence, South  $89^{\circ}49'28''$  West, 800.17 feet;

Thence, North  $00^{\circ}01'17''$  West, 160.47 feet;

Thence, South  $85^{\circ}28'20''$  West, 931.77 feet;

Thence, North  $09^{\circ}30'00''$  East, 233.36 feet;

Thence, North  $85^{\circ}33'45''$  East, 923.03 feet;

Thence, South  $00^{\circ}01'17''$  East, 31.45 feet;

201-800-895149

HOLD FIRST AMERICAN TITLE UP  
First American Title  
CP.

CONSENT (CX)

CONSENT TO TRANSFER PURSUANT TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
SANTA FE RIDGE

89-073617  
89 084441

THIS CONSENT TO TRANSFER PURSUANT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (the "Consent") is made as of the 13<sup>th</sup> day of February, 1988<sup>9</sup> by the undersigned.

WITNESSETH

WHEREAS, CHI Construction Company, an Arizona corporation ("Declarant"), executed that certain Declaration of Covenants, Conditions & Restrictions, dated October 15, 1986, recorded October 16, 1986 at Recorder's No. 86-566337, Records of Maricopa County, Arizona (the "Declaration"); and

WHEREAS, certain real property (the "Property") located in Maricopa County, Arizona was made subject to the Declaration by the terms thereof; and

WHEREAS, the Property includes Common Area, as that term is defined in the Declaration, said Common Area being owned by the Santa Fe Ridge Homeowners' Association (the "Association"); and

WHEREAS, Section 2.1(e) of the Declaration provides that the Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, except that no such dedication or transfer shall be effective unless there shall be recorded an instrument signed by two-thirds (2/3) of each class of Members (as defined in the Declaration) agreeing to such dedication or transfer; and

WHEREAS, the undersigned desire to consent to the transfer to the State of Arizona, by and through its Department of Transportation ("ADOT"), of a portion of the Common Area comprised of that certain property (the "Released Property") that is located generally within a portion of the area known as Skunk Creek, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, the undersigned consent and declare as follows:

1. The undersigned hereby consent to the transfer of the Released Property by the Association to ADOT.

2. This Consent shall be effective only at such time as a duly authorized officer of the Association shall certify below that this Consent meets the requirements of Section 2.1(e) of the Declaration, and this Consent is recorded in the records of Maricopa County, Arizona.

THIS DOCUMENT IS BEING RE-RECORDED FOR THE PURPOSE OF ADDING CLASS A MEMBERS SIGNATURES AND FOR NO OTHER REASON

89 084441  
~~89 073617~~

3. This Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Consent shall be construed and interpreted under, and governed and enforced according to the laws of the State of Arizona.

IN WITNESS WHEREOF, the undersigned have executed this Consent to Transfer Pursuant to Declaration of Covenants, Conditions & Restrictions.

CLASS B MEMBER:

CHI CONSTRUCTION COMPANY, an Arizona Corporation

By Robert J. Wade  
Its President

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 13<sup>th</sup> day of February, 1988, by CHI CONSTRUCTION COMPANY, an Arizona corporation, by Robert J. Wade, its President

Linda M. Elliott  
Notary Public

My Commission Expires:



~~89-075617~~

CLASS A MEMBERS:

Daniel R. Lipari 89 084441  
(Name-signed)

DANIEL R. LIPARI  
(Name-typed or printed)

Michelle Lipari  
(Name-signed)

Michelle Lipari  
(Name-typed or printed)

Lot No. 554  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4727 W. Oaklawn Dr.  
Glendale, Az. 85308  
(Address)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 10<sup>th</sup> day of February,  
1988 by Daniel R. Lipari and Michelle Lipari,  
owner(s) of Lot 554, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

CLASS A MEMBERS:

~~89 073617~~

Lot No. 70  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR,  
4511 W. Behrend Dr.  
Glendale, Az 85308  
(Address)

Larry C. Lewis  
(Name-signed)

Larry C. Lewis  
(Name-typed or printed)

Linda S. Lewis  
(Name-signed)

Linda S. Lewis  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 18<sup>th</sup> day of January,  
1988, by Larry C. Lewis and Linda S. Lewis,  
owner(s) of Lot 70, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 075617~~

CLASS A MEMBERS:

89 084441

Lot No. 564  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4786 W. Oraibi Dr.  
Glendale, Ar. 85309  
(Address)

(Name-signed)

(Name-typed or printed)

Lori Spatafore  
(Name-signed)

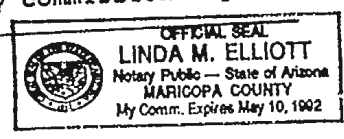
Lori L Spatafore  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 10<sup>th</sup> day of February,  
1988<sup>9</sup> by Lori Spatafore and  
owner(s) of Lot 5640, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS: 89 084441

Lot No. 575  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR.  
4742 W. Oraibi Dr.  
Mesa, Az. 85308  
(Address)

Melvin Axelrod  
(Name-signed)

MELVIN AXELROD  
(Name-typed or printed)

Linda Axelrod  
(Name-signed)

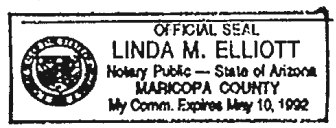
LINDA AXELROD  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 8th day of February,  
1988, by Melvin Axelrod and Linda Axelrod,  
owner(s) of Lot 575, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





~~89 073617~~

CLASS A MEMBERS: 89 084441

Lot No. 560  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4755 W. Drabik Dr  
Glendale, Az.  
(Address)

Karen L. Bevilacqua  
(Name-signed)

Karen L. Bevilacqua  
(Name-typed or printed)

Charles Bevilacqua by K.B.  
(Name-signed)

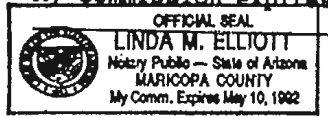
Charles Bevilacqua  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 9th day of January,  
1989 by Karen L. Bevilacqua and  
owner(s) of Lot 560, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

Lot No. 560  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
1755 W. ORAIBI DR.  
GLENDALE, AZ  
(Address)

*Charles A. Bevilacqua* 89 084441  
(Name-signed)

Charles A. BEVILACQUA  
(Name-typed or printed)

\_\_\_\_\_  
(Name-signed)

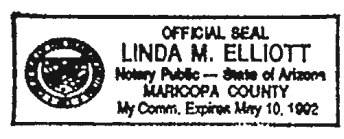
\_\_\_\_\_  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

1988<sup>th</sup> by Charles A. Bevilacqua and                   ,  
owner(s) of Lot 560, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Linda M. Elliott*  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 579  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19625 North 41st Lane  
Glendale, Ariz 85308  
(Address)

[Signature]  
(Name-signed)

Randall K. Blunt  
(Name-typed or printed)

[Signature]  
(Name-signed)

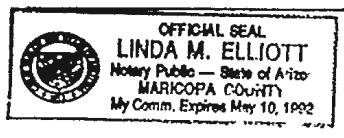
BRENDA ANN BLUNT  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 8<sup>th</sup> day of February,  
1988 by Randall K. Blunt and Brenda Ann Blunt,  
owner(s) of Lot 579, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 578  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19631 N. 47th Ln  
Glendale, Az. 85308  
(Address)

[Signature]  
(Name-signed)

Jim Jordan  
(Name-typed or printed)

[Signature]  
(Name-signed)

Luanne Jordan  
(Name-typed or printed)

STATE OF ARIZONA        )  
County of Maricopa     ) ss.

ACKNOWLEDGED before me this 2nd day of February,  
1988, by Jim Jordan and Luanne Jordan,  
owner(s) of Lot \_\_\_\_\_, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 55  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4532 W. Marce Isle  
Glendale AZ 85308  
(Address)

Terry M. Blakley  
(Name-signed)

Terry M. Blakley  
(Name-typed or printed)

Nina E. Blakley  
(Name-signed)

Nina E. Blakley  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 2<sup>nd</sup> day of February,  
1988 by Terry M. Blakley and Nina E. Blakley,  
owner(s) of Lot                                   , Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 83  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4531 W Marco Polo Rd.  
Glendale, AZ 85308  
(Address)

Chris LaSharr  
(Name-signed)

CHRIS LASHARR  
(Name-typed or printed)

[Signature]  
(Name-signed)

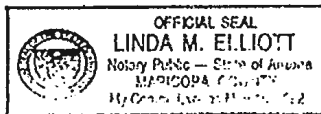
Carrie LaSharr  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

1988, by Chris LaSharr and Carrie LaSharr,  
owner(s) of Lot 83, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

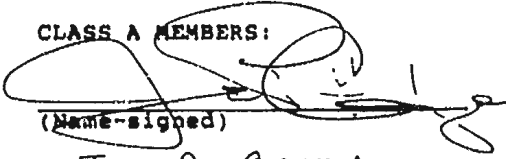
My commission expires:



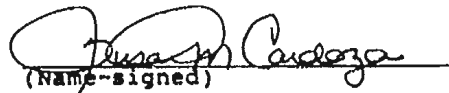
89 084441

~~89 073617~~

CLASS A MEMBERS:

  
(Name-signed)

Jess P Cardona  
(Name-typed or printed)

  
(Name-signed)

Susan M Cardona  
(Name-typed or printed)

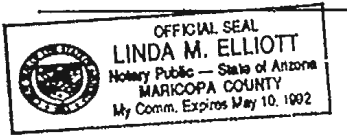
Lot No. 567  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4774 W Oraibi  
Glendale AZ 85304  
(Address)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

1988/9 by Jess P. Cardona and Susan M. Cardona,  
owner(s) of Lot \_\_\_\_\_, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

~~89 073617~~

Lot No. 34  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4430 W. Esanda Dr.  
Glendale, Ca. 95308  
(Address)

CLASS A MEMBERS:

Paul Vitburn  
(Name-signed)

Paul Vitburn  
(Name-typed or printed)

Michele Garner  
(Name-signed)

Michele Garner  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 2nd day of February,  
1989 by Paul Vitburn and Michele Garner,  
owner(s) of Lot \_\_\_\_\_, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





89 084441

CLASS A MEMBERS:

~~89 073617~~

Lot No. 39  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20026 N 44th Ln  
Glendale AZ 85308  
(Address)

[Signature]  
(Name-signed)

LARRY FERGUSON  
(Name-typed or printed)

[Signature]  
(Name-signed)

MARY FERGUSON  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 2nd day of February,  
1988, by Larry Ferguson and Mary Ferguson;  
owner(s) of Lot 39, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public

My commission expires:



~~89-073617~~

CLASS A MEMBERS:

Melissa M. Goodale  
(Name-signed)

89 084441

Melissa M. Goodale  
(Name-typed or printed)

\_\_\_\_\_  
(Name-signed)

\_\_\_\_\_  
(Name-typed or printed)

Lot No. 73  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4508 W. Behrend Dr.  
Glendale, AZ 85308  
(Address)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 2nd day of February,  
1989, by Melissa M. Goodale and \_\_\_\_\_  
owner(s) of Lot \_\_\_\_\_, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89-073617~~

CLASS A MEMBERS:

Lot No. 53  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4522 W Marco Polo Rd.  
Glendale, Az. 85308  
(Address)

Michael L. Gulley 89 084441  
(Name-signed)

Michael L. Gulley  
(Name-typed or printed)

Tina L. Gulley  
(Name-signed)

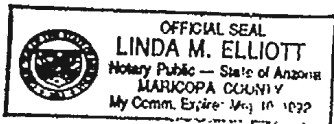
Tina L. Gulley  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 2nd day of February,  
1988, by Michael L. Gulley and Tina L. Gulley,  
owner(s) of Lot 53, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

89 084441

CLASS A MEMBERS:

Thomas E. Baban  
(Name-signed)

Thomas E. Baban  
(Name-typed or printed)

Nancy L. Baban  
(Name-signed)

Nancy L. Baban  
(Name-typed or printed)

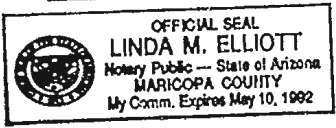
Lot No. 54  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4528 W. Harold Polo Rd.  
Dendall, Az. 85308  
(Address)

STATE OF ARIZONA )  
                                  ) ss.  
County of Maricopa )

ACKNOWLEDGED before me this 2nd day of February,  
1988<sup>9</sup> by Thomas E. Baban and Nancy L. Baban,  
owner(s) of Lot 54, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda H. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

Lot No. 568  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4770 W. Oakl Dr.  
Glendale, AZ 85308  
(Address)

John J. Guidone 89 084441  
(Name-signed)

John J. Guidone  
(Name-typed or printed)

Kimberlee Guidone  
(Name-signed)

Kimberlee Guidone  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 31<sup>st</sup> day of January,  
1988 by John J. Guidone and Kimberlee Guidone,  
owner(s) of Lot 568, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

~~89 073617~~

CLASS A MEMBERS:

Lot No. 552  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4717 W. ORAIBI DR.  
Glendale, No. 85388  
(Address)

Roxann Kauffman  
(Name-signed)

Roxann Kauffman  
(Name-typed or printed)

\_\_\_\_\_  
(Name-signed)

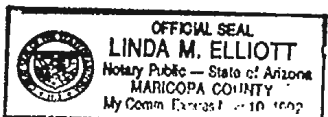
\_\_\_\_\_  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 31<sup>st</sup> day of January,  
1989 by Roxann Kauffman and \_\_\_\_\_,  
owner(s) of Lot 552, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS: 89 084441

Lot No. 596  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4706 W. Orabi Dr  
Glendale AZ 85308  
(Address)

[Signature]  
(Name-signed)

JAMES D KEENER  
(Name-typed or printed)

[Signature]  
(Name-signed)

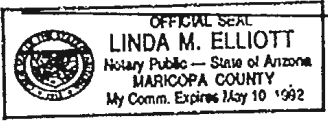
Phyllis A. Keener  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 31<sup>st</sup> day of January,  
1989 by James D. Keener and Phyllis A. Keener,  
owner(s) of Lot 596, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public

My commission expires:



89 084441

89 073617

Lot No. 573  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4782 W. Orinibi  
Glendale, AZ 85038  
(Address)

CLASS A MEMBERS

[Signature]  
(Name-signed)

JOHN L. ROACH  
(Name-typed or printed)

[Signature]  
(Name-signed)

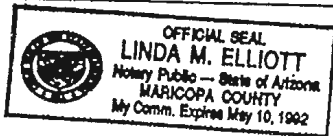
MARY ALICE ROACH  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 31<sup>st</sup> day of January,  
1989 by John L. Roach and Mary Alice Roach,  
owner(s) of Lot 573, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public

My commission expires:





89 084441

CLASS A MEMBERS:

~~89 075617~~

Lot No. 588  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19634 N. 47th Dr.  
Gendale, AZ 85308  
(Address)

Brad D Matthews  
(Name-signed)

BRAD D MATTHEWS  
(Name-typed or printed)

Julie K Matthews  
(Name-signed)

Julie Matthews  
(Name-typed or printed)

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

ACKNOWLEDGED before me this 31<sup>st</sup> day of January,  
1988<sup>9</sup> by Brad D. Matthews and Julie K. Matthews,  
owner(s) of Lot 588, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 073617

CLASS A MEMBERS:

89 084441

Lot No. 549  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4705 W. Oraibi Dr.  
Glendale, AZ 85308  
(Address)

Todd J. Yamamoto  
(Name-signed)

Todd J. Yamamoto  
(Name-typed or printed)

Lila Yamamoto  
(Name-signed)

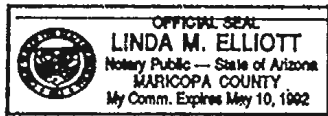
Lila Yamamoto  
(Name-typed or printed)

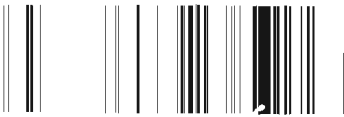
STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 7<sup>th</sup> day of January,  
1989, by Todd J. Yamamoto and Lila Yamamoto,  
owner(s) of Lot 549, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





~~89 073617~~

CLASS A MEMBERS:

89 084441

Mart Heath Dairo, III  
(Name-signed)

Mart Heath Dairo, III  
(Name-typed or printed)

\_\_\_\_\_  
(Name-signed)

\_\_\_\_\_  
(Name-typed or printed)

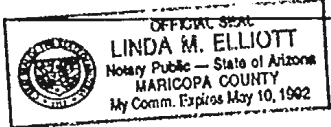
Lot No. 87  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4511 W. Marco Polo Rd.  
Glendale, AZ 85308  
(Address)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 26<sup>th</sup> day of January,  
1988 by Mart Heath Dairo, III and \_\_\_\_\_  
owner(s) of Lot 87, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



Lot No. 592  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19625 N. 47th Dr.  
Glendale, AZ 85308  
(Address)

CLASS A MEMBERS:

Judith K. Eroe  
(Name-signed)

Judith K. Eroe  
(Name-typed or printed)

Geoffrey M. Eroe  
(Name-signed)

GEOFFREY M. EROE  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 18<sup>th</sup> day of January,  
1988 by Judith K. Eroe and Geoffrey M. Eroe,  
owner(s) of Lot 592, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89-073617  
89 084441

CLASS A MEMBERS:

Timothy P. O'Neil  
(Name-signed)

TIMOTHY P. O'NEIL  
(Name-typed or printed)

Roberta A. O'Neil  
(Name-signed)

ROBERTA A. O'NEIL  
(Name-typed or printed)

Lot No. 72  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4501 W. GERRARD DR.  
GLENDALE, AZ 85301  
(Address)

STATE OF ARIZONA        )  
County of Maricopa     ) ss.

ACKNOWLEDGED before me this 18th day of January,  
1988, by Timothy P. O'Neil and Roberta A. O'Neil,  
owner(s) of Lot 72, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

~~89 073617~~

CLASS A MEMBERS:

Lot No. 19  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20030 N 43 Circle  
Glendale AZ 85308  
(Address)

*William Strom*  
(Name-signed)

William Strom  
(Name-typed or printed)

*Erica Strom*  
(Name-signed)

Erica Strom  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988<sup>9</sup> by William Strom and Erica Strom,  
owner(s) of Lot 19, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Linda M. Elliott*  
Notary Public

My commission expires:



89 073617  
89 08444T

CLASS A MEMBERS:

Lot No. 69  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4510 W. Behrend Dr.  
Glendale, Az 85301  
(Address)

Joey Chou  
(Name-signed)

Joey Chou  
(Name-typed or printed)

Mei-Jung Chou  
(Name-signed)

MEI - JUNG CHOU  
(Name-typed or printed)

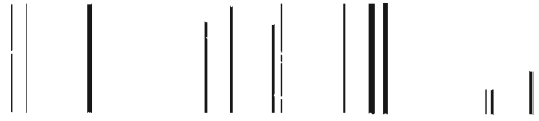
STATE OF ARIZONA )  
County of Maricopa ) ss.

1988<sup>9</sup> by Joey Chou and Mei-Jung Chou,  
owner(s) of Lot 69, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





89 084441

~~89-073617~~

CLASS A MEMBERS:

*Danny Ray Ball*  
(Name-signed)

DANNY RAY BALL  
(Name-typed or printed)

*[Signature]*  
(Name-signed)

*[Signature]*  
(Name-typed or printed)

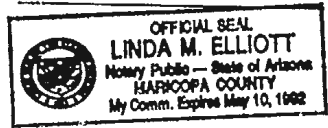
Lot No. 47  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4523 W. Wahaalla Ln.  
Glendale, AZ 85308  
(Address)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

1988, by Danny Ray Ball and Chris C. Ball,  
owner(s) of Lot 47, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Linda M. Elliott*  
Notary Public

My commission expires:





~~89-073617~~  
89 084441

CLASS A MEMBERS:

Lot No. 49  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4501 W WAHALLA LN.  
Glendale, AZ 85308  
(Address)

*Paul J. Heinz*  
(Name-signed)

PAUL J. HEINZ  
(Name-typed or printed)

*Beatrice Connie Heinz*  
(Name-signed)

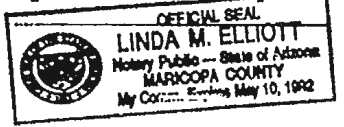
Beatrice Connie Heinz  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 18<sup>th</sup> day of January,  
1989 by Paul J. Heinz and Beatrice Connie Heinz,  
owner(s) of Lot 49, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Linda M. Elliott*  
Notary Public

My commission expires:



89 084441

~~89 073617~~

CLASS A MEMBERS:

Donna G. Chalfant  
(Name-signed)

Donna G. Chalfant  
(Name-typed or printed)

Larry P. Chalfant  
(Name-signed)

Larry P. Chalfant  
(Name-typed or printed)

Lot No. 40  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20020 N. 44th Ln.  
Glendale, AZ 85308  
(Address)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 18th day of January,  
1988, by Donna Chalfant and Larry P. Chalfant,  
owner(s) of Lot 40, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 073617

89 084441

CLASS A MEMBERS:

Lot No. 582  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4726 W. Ordip: Dr  
Glendale AZ 85308  
(Address)

Dean E. Scott  
(Name-signed)

Dean E. Scott  
(Name-typed or printed)

Sue E. Bradney Scott  
(Name-signed)

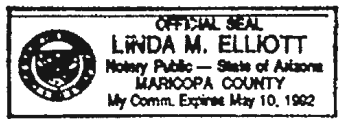
Sue E. Bradney Scott  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988<sup>9</sup> by Dean E. Scott and Sue E. Bradney Scott,  
owner(s) of Lot 582, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 073617

CLASS A MEMBERS:

89 084441

Lot No. #76  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4522 W. Behrend Dr.  
Glendale, AZ 85308  
(Address)

Randy Kindred  
(Name-signed)

Randy L. Kindred  
(Name-typed or printed)

Kim A. Kindred  
(Name-signed)

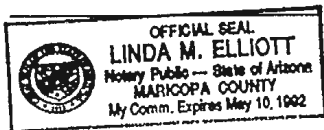
Kim A. Kindred  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988 by Randy L. Kindred and Kim A. Kindred,  
owner(s) of Lot 76, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 556  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4737 W. Oraibi Dr.  
Gandale, AZ 85308  
(Address)

Larry A. Kott  
(Name-signed)

James A. Scott  
(Name-typed or printed)

Linda A. Scott  
(Name-signed)

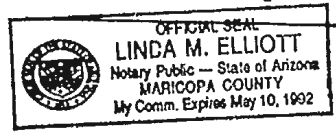
Linda A. Scott  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 18<sup>th</sup> day of January,  
1988, by James A. Scott and Linda A. Scott,  
owner(s) of Lot 556, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 07361~~

89 084

CLASS A MEMBERS:

William J Salazar  
(Name-signed)

WILLIAM J SALAZAR  
(Name-typed or printed)

Deloy Salazar  
(Name-signed)

Deloy Salazar  
(Name-typed or printed)

Lot No. 50  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4502 W MARCO POLO RD  
LENAPLE AZ 85308  
(Address)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 18th day of January,  
1988 by William J. Salazar and Deloy Salazar,  
owner(s) of Lot 50, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 ~~073617~~

89 084441

CLASS A MEMBERS:

Lot No. 21  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20019 N 44 Ave  
Glendale Az 85308  
(Address)

Donald P. Dusenberry  
(Name-signed)

DONALD P. DUSENBERRY  
(Name-typed or printed)

Elizabeth Dusenberry  
(Name-signed)

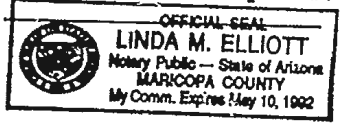
Elizabeth Dusenberry  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 18<sup>th</sup> day of January,  
1988, by Donald P. Dusenberry and Elizabeth Dusenberry,  
owner(s) of Lot 21, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

~~89 073617~~

CLASS A MEMBERS:

Lot No. 591  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19631 No. 47<sup>th</sup> Ave  
Glendale, AZ 85308  
(Address)

Walter H. Burchardh  
(Name-signed)

Walter H. Burchardh  
(Name-typed or printed)

Violet L. Burchardh  
(Name-signed)

Violet L. Burchardh  
(Name-typed or printed)

STATE OF ARIZONA        )  
County of Maricopa     ) ss.

ACKNOWLEDGED before me this 18<sup>th</sup> day of January,  
1988 by Walter H. Burchardh and Violet L. Burchardh,  
owner(s) of Lot 591, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





89 084441

CLASS A MEMBERS:

~~89 073617~~

Lot No. 576  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
1962 N 4TH Ln  
Chandler, AZ 85305  
(Address)

[Signature]  
(Name-signed)

MARK KINCART  
(Name-typed or printed)

[Signature]  
(Name-signed)

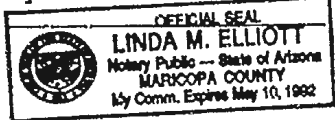
Laura L. Kincart  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988<sup>9</sup> by Mark Kincart and Laura L. Kincart,  
owner(s) of Lot 576, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

89 073617

CLASS A MEMBERS:

Lot No. 559  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4751 W. Drab, Dr.  
Glendale, Az. 85308  
(Address)

[Signature]  
(Name-signed)

JOHN J. DOUGHERTY  
(Name-typed or printed)

[Signature]  
(Name-signed)

Diana M. Dougherty  
(Name-typed or printed)

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

ACKNOWLEDGED before me this 18<sup>th</sup> day of January,  
1988, by John J. Dougherty and Diana M. Dougherty,  
owner(s) of Lot 559, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public

My commission expires:



89 073617  
89 084441

CLASS A MEMBERS:

Lot No. 65  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4535 W. Behrend Dr.  
Glendale, AZ 85308  
(Address)

Beatrice Leon  
(Name-signed)

Beatrice Leon  
(Name-typed or printed)

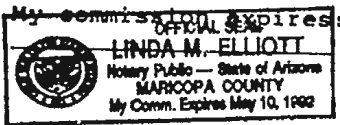
[Signature]  
(Name-signed)

Ruben Leon  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

1988<sup>9</sup> by Beatrice Leon and Ruben Leon,  
owner(s) of Lot 65, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public



Lot No. \_\_\_\_\_  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR

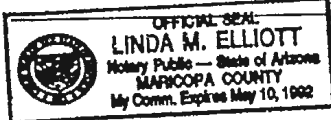
(Address) LOT #46  
4531 W. WAHALWA LN.  
GLENDALE, AZ, 85308

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 15<sup>th</sup> day of January,  
1988 by George F. Pless and Elsie S. Pless,  
owner(s) of Lot 46, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



CLASS A MEMBERS:

~~89 073617~~  
George F. Pless  
(Name-signed)

89 084441

GEORGE F. PLESS  
(Name-typed or printed)

Elsie S. Pless  
(Name-signed)

ELSIE S. PLESS  
(Name-typed or printed)

89 073617

CLASS A MEMBERS: 89 084441

Lot No. 86  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4515 W. Macco Polo Rd  
Glendale, AZ 85306  
(Address)

William E. Cremean  
(Name-signed)

WILLIAM E. CREMEAN  
(Name-typed or printed)

Carol A. Cremean  
(Name-signed)

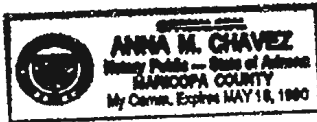
CAROL A. CREMEAN  
(Name-typed or printed)

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

ACKNOWLEDGED before me this 3rd day of January,  
1989, by WILLIAM E. CREMEAN and CAROL A. CREMEAN,  
owner(s) of Lot 86, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Anna M. Chavez  
Notary Public

My commission expires:



89 073617

CLASS A MEMBERS: 89 084441

Lot No. 555  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR.  
4731 W Orab, Dr  
Glendale AZ 85308  
(Address)

Mark Vaske  
(Name-signed)

Mark Vaske  
(Name-typed or printed)

\_\_\_\_\_  
(Name-signed)

\_\_\_\_\_  
(Name-typed or printed)

STATE OF ARIZONA        )  
County of Maricopa     ) ss.

ACKNOWLEDGED before me this 9th day of January,  
1988, by Mark Vaske ~~and~~  
owner(s) of Lot 555, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Caroline M. Bunkis  
Notary Public

My commission expires:  
June 6, 1991

~~89 073617~~

CLASS A MEMBERS: 89 084441

Lot No. 17  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4340 W. Esaua Dr.  
Glendale, AZ 85308  
(Address)

C.D. Mattingly  
(Name-signed)

C.D. Mattingly  
(Name-typed or printed)

Linda Mattingly  
(Name-signed)

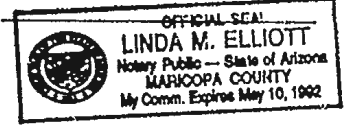
Linda Mattingly  
(Name-typed or printed)

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

ACKNOWLEDGED before me this 7<sup>th</sup> day of January,  
1988<sup>9</sup> by C.D. Mattingly and Linda Mattingly,  
owner(s) of Lot 17, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 07361~~

CLASS A MEMBERS: 89 084441

Lot No. 71  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4507 W. Behrende  
Glendale, Az 85308  
(Address)

Tom E. Anderson  
(Name-signed)

Tom E. Anderson  
(Name-typed or printed)

Bonita Anderson  
(Name-signed)

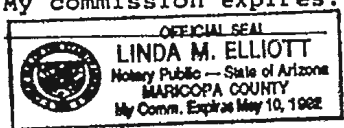
Bonita Anderson  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988 by Tom E. Anderson and Bonita Anderson,  
owner(s) of Lot 71, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





89 0736

CLASS A MEMBERS: 89 084441

Lot No. 583  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4720 W. Oraibi Dr.  
Glendale az 85308  
(Address)

Paul J. Sunder  
(Name-signed)

PAUL J. SUNDER  
(Name-typed or printed)

Suzanne M. Sunder  
(Name-signed)

SUZANNE M. SUNDER  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 9th day of January,  
1988 by Paul J. Sunder and Suzanne M. Sunder,  
owner(s) of Lot 583, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~  
89 084441

CLASS A MEMBERS:

Lot No. 56  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4536 W. MARCO POLO RD  
GLENDALE, AZ 85308  
(Address)

Dorothy J Reinhard  
(Name-signed)

Dorothy L. REINHARD  
(Name-typed or printed)

Keith Reinhard  
(Name-signed)

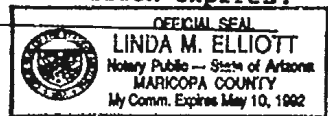
Keith Reinhard  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 9<sup>th</sup> day of January,  
1989 by Dorothy L. Reinhard and Keith Reinhard,  
owner(s) of Lot 56, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 073617

89 084441

CLASS A MEMBERS:

Lot No. 66  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4531 W. Behrend DR.  
Glendale AZ 85308  
(Address)

Gary Stephen Shimp  
(Name signed)

Gary Stephen Shimp  
(Name-typed or printed)

Sheryl Lynn Shimp  
(Name signed)

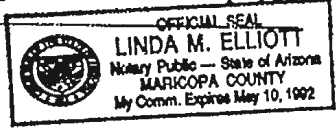
Sheryl Lynn Shimp  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 9th day of January,  
1988, by Gary Stephen Shimp and Sheryl Lynn Shimp,  
owner(s) of Lot 66, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~  
89 084441

CLASS A MEMBERS:

Lot No. 81  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4539 w. Marco Polo  
Glendale, AZ. 85308  
(Address)

Neil R. Howk  
(Name-signed)

Neil R. Howk  
(Name-typed or printed)

Shilmay Howk  
(Name-signed)

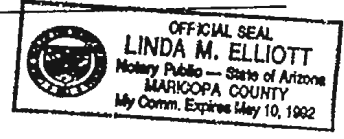
SHILMAY Howk  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1988, by Neil R. Howk and Shilmay Howk,  
owner(s) of Lot 81, Overland Trail V, (Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~  
89 084441

CLASS A MEMBERS:

Lot No. 56  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4767 W. Oraib Dr.  
Glendale AZ 85308  
(Address)

[Signature]  
(Name-signed)

Randy L. Farrow  
(Name-typed or printed)

[Signature]  
(Name-signed)

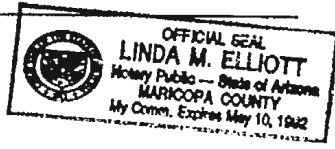
Diane Farrow  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 9th day of January,  
1989 by Randy L. Farrow and Diane Farrow,  
owner(s) of Lot 56, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public

My commission expires:



~~89-073617~~

89 0844

CLASS A MEMBERS:

Lot No. 602  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19636 N. 47<sup>TH</sup> AVE  
GLENDALE, AZ 85308  
(Address)

Alexander William Forbes  
(Name-signed)

Alexander William Forbes  
(Name-typed or printed)

Donna R. Forbes  
(Name-signed)

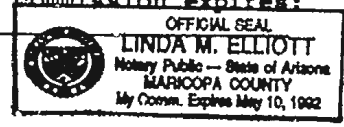
Donna R. Forbes  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988<sup>9</sup>, by Alexander William Forbes and Donna R. Forbes,  
owner(s) of Lot 602, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89-073617~~

CLASS A MEMBERS:

89 084441

Lot No. 79  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4536 W. BETHREND  
Glendale, AZ 85308  
(Address)

[Signature]  
(Name-signed)

Jerry Johnson  
(Name-typed or printed)

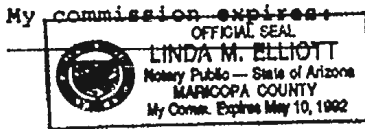
[Signature]  
(Name-signed)

ANN JOHNSON  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1989 by Jerry Johnson and Ann Johnson,  
owner(s) of Lot 79, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public



89 084441  
CLASS A MEMBERS;

~~89-07361~~

Lot No. 30  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20023 N. 44th Dr.  
Glen Dale, AZ 85309  
(Address)

*Robert A. Ganem*  
(Name-signed)

ROBERT A. GANEM  
(Name-typed or printed)

*Kathleen S. Ganem*  
(Name-signed)

KATHLEEN S. GANEM  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988<sup>89</sup> by Robert A. Ganem and Kathleen S. Ganem,  
owner(s) of Lot 30, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Linda M. Elliott*  
Notary Public

My commission expires:





~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 557  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4741 W. ORAISI DRIVE  
GLENDALE AZ 85308  
(Address)

[Signature]  
(Name--signed)  
JOHN NYE  
(Name-typed or printed)

[Signature]  
(Name--signed)  
SHAHLA NYE  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1989 by John Nye and Shahla Nye,  
owner(s) of Lot 557, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public



~~89 073617~~  
89 084441

CLASS A MEMBERS:

D. L. P. Bitner  
(Name-signed)

D. L. P. Bitner  
(Name-typed or printed)

Robin Bitner  
(Name-signed)

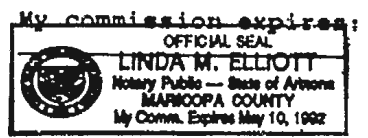
Robin Bitner  
(Name-typed or printed)

Lot No. 63  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4545 West Behrend Dr.  
Glendale, AZ 85308  
(Address)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988,9 by D. L. P. Bitner and Robin Bitner,  
owner(s) of Lot 63, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public



~~89 073617~~  
89 084441

CLASS A MEMBERS:

Lot No. 32 20026 N 44th Dr.  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20026 N. 44th Ave Dr.  
Glendale, Az 85308  
(Address)

George Demetriou  
(Name-signed)

George Demetriou  
(Name-typed or printed)

[Signature]  
(Name-signed)

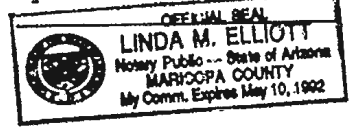
Ann Demetriou  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988, <sup>9th</sup> by George Demetriou and Ann Demetriou,  
owner(s) of Lot 32, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



Lot No. 84  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4527 W. Marco Polo Road  
Glendale, AZ 85308  
(Address)

CLASS A MEMBERS:

~~89 073617~~  
89 084441

Anthony J. Giusti  
(Name-signed)

Anthony J. Giusti  
(Name-typed or printed)

Diana L. Giusti  
(Name-signed)

Diana L. Giusti  
(Name-typed or printed)

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

I ACKNOWLEDGED before me this 5th day of January,  
1988, by ANTHONY J. GIUSTI and DIANA L. GIUSTI,  
owner(s) of Lot 84, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Claira B. Durrette  
Notary Public

My commission expires:  
August 2, 1991

CLASS A MEMBERS:

89 073617  
89 084441

Lot No. 31  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR

2027 N 44 Dr  
Glendale Az 9308  
(Address)

Richard R. Lewis  
(Name-signed)

GABRIEL G. CIRALO  
(Name-typed or printed)

Katherine M. Ciralo  
(Name-signed)

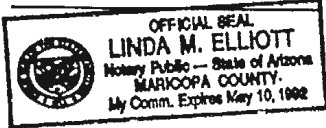
KATHERINE M. CIRALO  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1989, by Gabriel G. Ciralo and Katherine M. Ciralo,  
owner(s) of Lot 31, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

CLASS A MEMBERS:

~~89 073617~~

Lot No. 80  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4540 W. Behrend Dr  
(Glendale, AZ 85308  
(Address)

Clarence L. Gabriel  
(Name-signed)

Clarence L. Gabriel  
(Name-typed or printed)

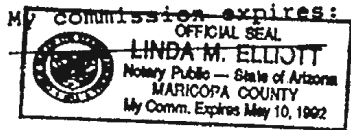
Lynn C. Gabriel  
(Name-signed)

Lynn L. Gabriel  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1989 by Clarence L. Gabriel and Lynn L. Gabriel,  
owner(s) of Lot 80, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public



89 084441

~~89 073617~~

CLASS A MEMBERS:

Lot No. 45  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4537 W Daballa Ln  
Glendale AZ 85328  
(Address)

William V Schubert  
(Name-signed)

William V Schubert  
(Name-typed or printed)

Marie Ann Schubert  
(Name-signed)

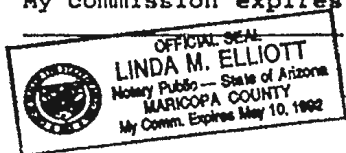
MARIE Ann Schubert  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1989 by William V. Schubert and Marie Ann Schubert,  
owner(s) of Lot 45, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

CLASS A MEMBERS:

~~89~~ 073617

Lot No. 550  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4707 W Oraibi Dr.  
(Glendale, 85308)  
(Address)

Lisa A. Biddle  
(Name-signed)

Lisa A. Biddle  
(Name-typed or printed)

Kevin Louis Biddle  
(Name-signed)

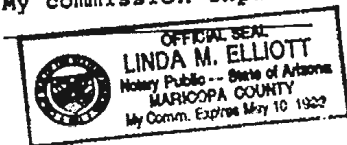
KEVIN LOUIS BIDDLE  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 09th day of January,  
1988, by Lisa A. Biddle and Kevin Louis Biddle,  
owner(s) of Lot 550, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





89 084441

89 073617

CLASS A MEMBERS:

Manuel E. La Rosa  
(Name-signed)

MANUEL E. LA ROSA  
(Name-typed or printed)

Martha S. La Rosa  
(Name-signed)

MARTHA S. LA ROSA  
(Name-typed or printed)

Lot No. 33  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4424 W ESCUDA DR.  
SCENIC AL 85308  
(Address)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

1989 by Manuel E. La Rosa and Martha S. La Rosa,  
owner(s) of Lot 33, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441  
89 073617

CLASS A MEMBERS:

Lot No. 574  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR,  
4746 W. Craibi  
Glendale, AZ 85308  
(Address)

*[Signature]*  
(Name-signed)

DAVID W WILLIAMS  
(Name-typed or printed)

*[Signature]*  
(Name-signed)

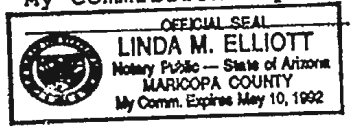
Gael E. Williams  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988 by David W. Williams and Gael E. Williams,  
owner(s) of Lot 574, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*[Signature]*  
Notary Public

My commission expires:



89 084441  
~~89 073617~~

CLASS A MEMBERS:

Lot No. 551  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4711 W. CRAIB  
GLENDALE AZ  
(Address)

DAN R. ABBAS  
(Name-signed)

Same Dan R. Abbas  
(Name-typed or printed)

Kimberly Abbas  
(Name-signed)

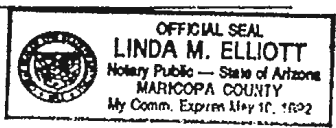
Kimberly Abbas  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 9th day of January,  
1989 by Dan R. Abbas and Kimberly Abbas,  
owner(s) of Lot 551, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

~~89 073617~~

CLASS A MEMBERS:

Lot No. 38  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20030 N 44th Ln  
Glendale, AZ 85308  
(Address)

Kurt Anderson  
(Name-signed)

KURT ANDERSON  
(Name-typed or printed)

Deborah Anderson  
(Name-signed)

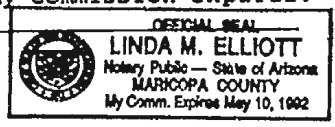
Deborah Anderson  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1989 by Kurt Anderson and Deborah Anderson,  
owner(s) of Lot 38, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

89 084441

CLASS A MEMBERS:

Ronald Engel-Wilson  
(Name-signed)

Ronald Engel-Wilson  
(Name-typed or printed)

Carolyn Engel-Wilson  
(Name-signed)

Carolyn Engel-Wilson  
(Name-typed or printed)

Lot No. 37  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR.  
20034 N. 44th Ln.  
Glendale, Az. 85308  
(Address)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

1988 by Ronald Engel-Wilson and Carolyn Engel-Wilson,  
owner(s) of Lot 37, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

~~89 073617~~

CLASS A MEMBERS:

[Signature]  
(Name-signed)

STEPHEN W. SCOTT  
(Name-typed or printed)

[Signature]  
(Name-signed)

Robin Scott  
(Name-typed or printed)

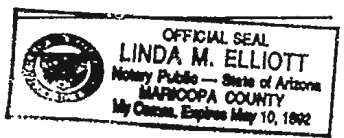
Lot No. 44  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4530 W. Wanhalla Ln.  
Glendale, AZ 85308  
(Address)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988<sup>89</sup> by Stephen W. Scott and Robin Scott,  
owner(s) of Lbt 44, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

[Signature]  
Notary Public

My commission expires:



89 084441

Lot No. 36  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
20029 W 44th LANE  
Glendale, AZ 85308  
(Address)

CLASS A MEMBERS:

Christine M. Luft 89 073617  
(Name-signed)

CHRISTINE M. LUFT  
(Name-typed or printed)

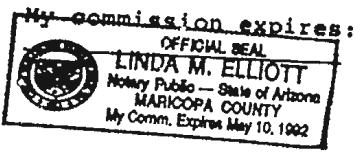
Robert T Luft  
(Name-signed)

ROBERT T LUFT JR  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 9th day of January,  
1988 by Robert T. Luft, Jr. and Christine M. Luft,  
owner(s) of Lot 36, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public



~~89 073617~~

89 084441

CLASS A MEMBERS:

Lot No. 544  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4563 W. Oraibi Dr.  
Glendale, AZ 85308  
(Address)

Wayne W. Worden  
(Name-signed)

Wayne W. Worden  
(Name-typed or printed)

Virginia M. Worden  
(Name-signed)

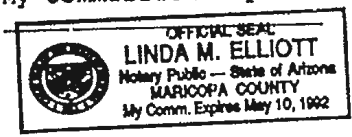
VIRGINIA M. WORDEN  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

1988, by Wayne W. Worden and Virginia M. Worden,  
ACKNOWLEDGED before me this 9th day of January,  
owner(s) of Lot 544, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:





~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 590  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19635 N. 47th Drive  
Glendale AZ 85308  
(Address)

Michael R. Gregg  
(Name-signed)

Michael R. Gregg  
(Name-typed or printed)

Janet L. Gregg  
(Name-signed)

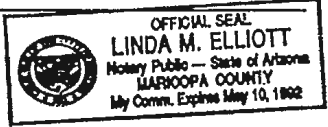
Janet L. Gregg  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 9th day of January,  
1989 by Michael R. Gregg and Janet L. Gregg,  
owner(s) of Lot 590, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~  
89 084441

CLASS A MEMBERS:

Carolyn Domaleski Bryan  
(Name-signed)

Carolyn Domaleski Bryan  
(Name-typed or printed)

John Randall Bryan  
(Name-signed)

John Randall Bryan  
(Name-typed or printed)

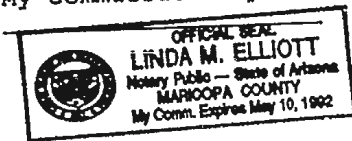
Lot No. 85  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4521 W. Marco Polo Rd.  
Glendale, AZ 85308  
(Address)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1988 by Carolyn Domaleski Bryan and John Randall Bryan,  
owner(s) of Lot 85, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~  
89 08444

CLASS A MEMBERS:

Lot No. 547  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4575 W. Oraibi  
Glendale, AZ 85308  
(Address)

Brian L. Koosmann  
(Name-signed)

Brian L. Koosmann  
(Name-typed or printed)

Heidi H. Koosmann  
(Name-signed)

Heidi H. Koosmann  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 9th day of January,  
1989 by Brian L. Koosmann and Heidi H. Koosmann,  
owner(s) of Lot 547, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

89 084441

CLASS A MEMBERS:

Lot No. 90  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19822 A 45th Ave  
Glendale AZ 85308  
(Address)

*Esteban C. Trevino*  
(Name-signed)

ESTEBAN C. Trevino  
(Name-typed or printed)

*Unnie Marie Trevino*  
(Name-signed)

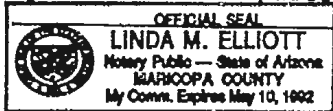
Unnie Marie Trevino  
(Name-typed or printed)

STATE OF ARIZONA       )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1989, by Unnie Marie Trevino and Esteban C. Trevino,  
owner(s) of Lot 90, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Linda M. Elliott*  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS: 89 084441

Lot No. 546  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4571 W. Oraibi Dr.  
Glendale, AZ 85308  
(Address)

Debra M. Wheeler  
(Name-signed)

Debra M. Wheeler  
(Name-typed or printed)

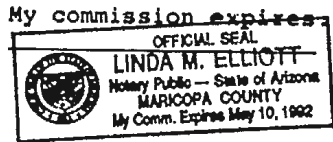
Dennis W. Wheeler  
(Name-signed)

Dennis W. Wheeler  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 7th day of January,  
1989 by Debra M. Wheeler and Dennis W. Wheeler,  
owner(s) of Lot 546, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public



89 084441  
~~89 073617~~

CLASS A MEMBERS:

Wayne K. Morris  
(Name-signed)

Wayne K. MORRIS  
(Name-typed or printed)

Ruth W. Morris  
(Name-signed)

Ruth W. MORRIS  
(Name-typed or printed)

Lot No. 91  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19818 N. 45th Ave.  
Glendale, AZ 85309  
(Address)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 9th day of January,  
1988 by Wayne K. Morris and Ruth W. Morris,  
owner(s) of Lot 91, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

~~89 073617~~

CLASS A MEMBERS:

Lot No. 43  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4522 W. Waballa Ln.  
Glendale, AZ 85308  
(Address)

William M. Trenholme  
(Name-signed)

William M. Trenholme  
(Name-typed or printed)

[Signature]  
(Name-signed)

Martha E. Trenholme  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 4th day of January,  
1988 by William M. Trenholme and Martha E. Trenholme,  
owner(s) of Lot 43, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

89 084441

CLASS A MEMBERS:

Lot No. 35  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4436 W. ESCUDA DRIVE  
SCENIC, AZ 85308  
(Address)

Margaret E. Melloff Gallop  
(Name-signed)

MARGARET E. MELLOFF GALLOP  
(Name-typed or printed)

Michael J. Gallop  
(Name-signed)

MICHAEL J GALLOP  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 5th day of January,  
1989, by Michael J. Gallop and Margaret E. Melloff Gallop,  
owner(s) of Lot 4436 W. Escuda Drive, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Carla Christina Kuzinski  
Notary Public

My commission expires:  
My commission expires Jan. 2, 1993



CLASS A MEMBERS:

Lot No. 543  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4559 W. Oraibi Dr.  
Glendale AZ 85008  
(Address)

Ricky Batton  
(Name signed)

~~89 073617~~

Ricky A. Batton  
(Name-typed or printed)

89 084441

Kelly Batton  
(Name signed)

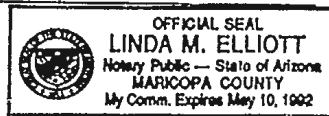
Kelly J. Batton  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 9th day of January,  
1989 by Ricky A. Batton and Kelly J. Batton,  
owner(s) of Lot 543, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 073617  
89 084441

CLASS A MEMBERS:

Lot No. 561  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4761 W ORAIBI DR  
GLENDALE, AZ 85308  
(Address)

Kym J. Perreault  
(Name-signed)

KYM J. PERREAULT  
(Name-typed or printed)

Susan K. Perreault  
(Name-signed)

SUSAN K. PERREAULT  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 9th day of January,  
1988, by Kym J. Perreault and Susan K. Perreault,  
owner(s) of Lbt 561, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~  
89 084441

CLASS A MEMBERS:

Lot No. 545  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4567 W. Oraibi Dr.  
Glendale, AZ 85308  
(Address)

*Dominic Pangborn*  
(Name-signed)

DOMINIC PANGBORN  
(Name-typed or printed)

*Delia Pangborn*  
(Name-signed)

DELIA PANGBORN  
(Name-typed or printed)

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 3rd day of January,  
1989 by Dominic Pangborn and Delia Pangborn,  
owner(s) of Lot 545, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*W. J. Sil*  
Notary Public

My commission expires:  
6-30-1992

Subscribed and sworn before me  
this 3rd day of Jan, 1989  
A Notary Public in and for  
WAYNE County of Michigan  
*W. J. Sil*  
Signature, Notary Public  
My Commission expires:  
6-3-1992



09 084441

~~89~~ 073617

CLASS A MEMBERS:

Lot No. 68  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4521 W. Behrend Dr.  
Glendale, AZ 85308  
(Address)

Jack W. Boyer  
(Name-signed)

Jack W. Boyer  
(Name-typed or printed)

Carol D. Boyer  
(Name-signed)

Carol D. Boyer  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 5 day of Jan,  
1988, by Jack Boyer + Carol Boyer and \_\_\_\_\_,  
owner(s) of Lot 68, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Evelyn Herrera  
Notary Public

My commission expires:  
My Commission Expires Aug. 22,

89 084441  
89 073617

CLASS A MEMBERS:

Lot No. 88  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19840 N. 45th Ave  
Glendale, Arizona 85308  
(Address)

Anita Jane Grover  
(Name-signed)  
ANITA JANE GROVER  
(Name-typed or printed)

\_\_\_\_\_  
(Name-signed)

\_\_\_\_\_  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

<sup>9<sup>th</sup></sup> ACKNOWLEDGED before me this 5 day of JANUARY,  
1988, by Anita Jane Grover and \_\_\_\_\_  
owner(s) of Lot 88, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

\_\_\_\_\_  
Notary Public

My commission expires:  
My Commission Expires July 31, 1992

89 084441  
~~89 073617~~

CLASS A MEMBERS:

Lot No. 553  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4721 W. Oraibi Dr  
Glendale, AZ 85308  
(Address)

Randy Bakker  
(Name-signed)

Randy L. Bakker  
(Name-typed or printed)

Sheila D. Bakker  
(Name-signed)

Sheila D. Bakker  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 21st day of December,  
1988, by Sheila D. Bakker and Randy L. Bakker,  
owner(s) of Lot 553, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Nancy J. Russell  
Notary Public

My commission expires:  
\_\_\_\_\_  
My Commission Expires July 25, 1989

89 084441  
~~89 073617~~

CLASS A MEMBERS:

*Peter M. Maastricht*  
(Name-signed)

PETER MICHAEL MAASTRICHT  
(Name-typed or printed)

*Maria L. Maastricht*  
(Name-signed)

MARIA L. MAASTRICHT  
(Name-typed or printed)

Lot No. 570  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4762 W. ORAIBI  
PHOENIX, AZ 85308  
(Address)

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa    )

ACKNOWLEDGED before me this 20 day of December,  
1988, by Peter Michael Maastricht and Maria L. Maastricht,  
owner(s) of Lot 570, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Lisa K. Hansen*  
Notary Public  
(WEE Lisa K. McNeely)

My commission expires:  
My Commission Expires Jan. 27, 1990

~~89 073617~~  
89 084441

CLASS A MEMBERS:

Gary A. Schmit  
(Name-signed)

GARY A. SCHMIT  
(Name-typed or printed)

Catherine L. Schmit  
(Name-signed)

Catherine L. Schmit  
(Name-typed or printed)

Lot No. 59  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4548 W. Behrend Dr.  
Glendale AZ 85308  
(Address)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 21<sup>st</sup> day of December,  
1988, by Catherine L. Schmit and Gary A. Schmit,  
owner(s) of Lot 59, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Jinfa Monroe  
Notary Public

My commission expires:  
7-31-92



89 0736+

CLASS A MEMBERS: 89 084441

Lot No. 64  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4539 W. Behrend Dr.  
Glendale, AZ 85308  
(Address)

Larry Beacom  
(Name-signed)

LARRY BEACOM  
(Name-typed or printed)

Karen Bottomley Beacom  
(Name-signed)

KAREN BOTTOMLEY BEACOM  
(Name-typed or printed)

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

ACKNOWLEDGED before me this 20 day of December,  
1988, by Larry Beacom and Karen Bottomley Beacom,  
owner(s) of Lot 64, Overland Trail V/ Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~  
89 084441

CLASS A MEMBERS:

Lot No. 603  
Overland Trail V, Book 303  
of Maps, page 2, MCR

19640 N. 47<sup>th</sup> Ave  
Glendale, AZ  
(Address) 85308

K. Dollar Wroughton  
(Name-signed)

K. Dollar Wroughton  
(Name-typed or printed)

Michael W. Wroughton  
(Name-signed)

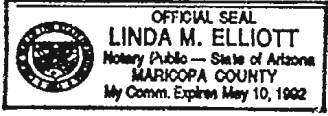
MICHAEL W. WROUGHTON  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 15th day of December,  
1988, by K. Dollar Wroughton and Michael W. Wroughton,  
owner(s) of Lot 603, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

CLASS A MEMBERS:

89 084441

Lot No. 542  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
4555 W ORLAND DR.  
GLENDALE AZ 85308  
(Address)

Jean L. Vinson  
(Name-signed)

GARY L. VINSON  
(Name-typed or printed)

Jean C. Vinson  
(Name-signed)

JEAN C. VINSON  
(Name-typed or printed)

STATE OF ARIZONA     )  
                                  ) 38.  
County of Maricopa    )

ACKNOWLEDGED before me this 17<sup>th</sup> day of December,  
1988, by GARY L. VINSON and JEAN C. VINSON,  
owner(s) of Lot 542, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Mary Ann McCarty  
Notary Public

My commission expires:  
6-3-1990

89 073617

CLASS A MEMBERS: 89 084441

Lot No. 532  
Overland Trail V, Book 303  
of Maps, page 2, MCR

4505 W. Oraibi  
Glendale, AZ 85308  
(Address)

Huey Paul Rascoe  
(Name signed)

Huey Paul Rascoe  
(Name typed or printed)

Holly K. Rascoe  
(Name signed)

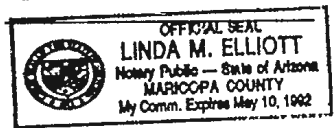
Holly K. Rascoe  
(Name typed or printed)

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

ACKNOWLEDGED before me this 15<sup>th</sup> day of December,  
1988, by Huey Paul Rascoe and Holly K. Rascoe,  
owner(s) of Lot 532, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89-073617~~

89 084441

CLASS A MEMBERS:

Lot No. 600  
Overland Trail V, Book 303  
of Maps, page 2, MCR

19628 W 47 AVE  
C. Verdala, AZ  
(Address)

Richard G. Metivier  
(Name-signed)

RICHARD G. METIVIER  
(Name-typed or printed)

Carol A. Metivier  
(Name-signed)

Carol A. Metivier  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 15<sup>th</sup> day of December,  
1988, by Richard G. Metivier and Carol A. Metivier,  
owner(s) of Lot 600, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



~~89 073617~~

89 08444

CLASS A MEMBERS:

Lot No. 601  
Overland Trail V, Book 303  
of Maps, page 2, MCR

19632 N. 47th Ave.  
Cyrene, AZ 85308  
(Address)

*Jimmy M. Thompson*  
(Name signed)

Jimmy M. Thompson  
(Name-typed or printed)

*Sharon L. Thompson*  
(Name signed)

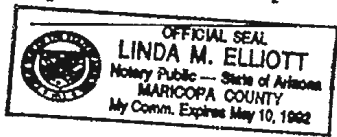
Sharon L. Thompson  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 15th day of December,  
1988, by Jimmy M. Thompson and Sharon L. Thompson,  
owner(s) of Lot 601, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

*Linda M. Elliott*  
Notary Public

My commission expires:



89 084441

CLASS A MEMBERS:

Lot No. 593  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19621 N. 47th Dr.  
Glendale, Az. 85308  
(Address)

Russell A. Lavine  
(Name-signed)

RUSSELL S. LAVINE  
(Name-typed or printed)

\_\_\_\_\_  
(Name-signed)

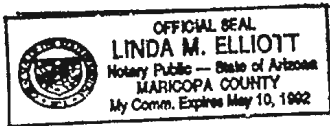
\_\_\_\_\_  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this 16<sup>th</sup> day of February,  
1988<sup>99</sup>, by Russell S. Lavine and \_\_\_\_\_,  
owner(s) of Lot 593, Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:



89 084441

CLASS A MEMBERS:

Lot No. 593  
Overland Trail V, Book 303  
of Maps, page 2, MCR or  
Overland Trail VI, Book 307 of  
Maps, page 24, MCR  
19631 N 47th Dr  
Glendale Az 85308  
(Address)

\_\_\_\_\_  
(Name-signed)

\_\_\_\_\_  
(Name-typed or printed)

Rebecca A. Lavine  
(Name-signed)

REBECCA A. LAVINE  
(Name-typed or printed)

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa     )

19889 by        ACKNOWLEDGED, before me this 9th day of January,  
owner(s) of Lot 593, and Rebecca A. Lavine,  
Overland Trail V, Book 303 of Maps,  
page 2, records of Maricopa County, Arizona.

Linda M. Elliott  
Notary Public

My commission expires:  
\_\_\_\_\_





89 084441

CERTIFICATION

The undersigned, SANTA FE RIDGE HOMEOWNER'S ASSOCIATION, an Arizona non-profit corporation, by and through its duly authorized officer, hereby certifies that the foregoing Consent to Transfer Pursuant to Declaration of Covenants, Conditions and Restrictions for Santa Fe Ridge has been consented to by not less than two-thirds (2/3) of each class of Members (as defined in the Declaration).

Dated this 13<sup>th</sup> day of February, 1988

SANTA FE RIDGE HOMEOWNER'S ASSOCIATION, an Arizona non-profit corporation

89 075617

By [Signature]  
Its [Signature] President

STATE OF ARIZONA )  
County of Maricopa ) ss.

ACKNOWLEDGED before me this 13<sup>th</sup> day of February, 1988 by SANTA FE RIDGE HOMEOWNER'S ASSOCIATION, an Arizona non-profit corporation, by W. Thomas Hickox its President.

Linda M. Elliott  
Notary Public

My commission expires:

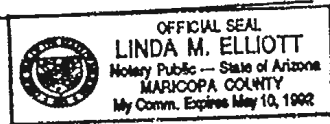


EXHIBIT "A"

89 07361  
89 084441

Tracts J and K, OVERLAND TRAIL VI, according to Book 307 of Maps, page 24 and Certificates of Correction recorded March 19, 1987 in Document No. 87-164115, April 10, 1987 in Document No. 87-219328, and July 22, 1987 in Document No. 87-463754, records of Maricopa County, Arizona.

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
FEB 24 '89 - 8 00  
HELEN PURCELL, County Recorder  
FEE 98 PGS 94 HC

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA  
FEB 16 '89 - 2 00  
HELEN PURCELL, County Recorder  
FEE 98 PGS 94 HC

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

93-0261545

04/30/93 10:28

FRANK 25 OF 33

When recorded, return to:  
Gallagher & Kennedy, P.A.  
2600 N. Central Ave.  
Phoenix, Arizona 85004-3020  
Attn: David A. Durfee

LAWYERS TITLE OF ARIZONA, INC.

230,401-8

698

CONSENT TO TRANSFER PURSUANT TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
OVERLAND HILLS III

This CONSENT TO TRANSFER PURSUANT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (the "Consent") is made as of the 17<sup>th</sup> day of Nov, 1992, by the undersigned.

RECITALS

A. Continental Homes, Inc., an Arizona corporation ("Declarant"), executed that certain Declaration of Covenants, Conditions & Restrictions, dated April 30, 1986, recorded May 1, 1986 at Recorder's No. 86-215294, Records of Maricopa County, Arizona (the "Declaration").

B. Certain real property (the "Property") located in Maricopa County, Arizona was made subject to the Declaration, and included Common Area owned by the Overland Hills III Homeowners' Association (the "Association").

C. Section 2.1(e) of the Declaration provides that the Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, except that no such dedication or transfer shall be effective unless there shall be recorded an instrument signed by two-thirds (2/3) of each class of Members (as defined in the Declaration) agreeing to such dedication or transfer.

D. Class B membership (comprised solely of the Declarant) in the Association has ceased, pursuant to Section 5.2 of the Declaration.

E. The undersigned desire to consent to the transfer to the City of Phoenix, Arizona (the "City") of all the Common Area owned by the Association (the "Released Property") located generally within or adjacent to a portion of the area known as Skunk Creek or Scatter Wash, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

CONSENT AND DECLARATION

The undersigned consent and declare as follows:

1. The undersigned hereby consent to the transfer of the Released Property described on Exhibit "A" by the Association to the City, on terms and conditions agreed to by the Association and the City.

2. This Consent shall be effective only at such time as a duly authorized officer of the Association shall certify below that this Consent meets the requirements of Section 2.1(e) of the Declaration, and this Consent is recorded in the records of Maricopa County, Arizona.

3. This Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Consent shall be construed and interpreted under, and governed and enforced according to the laws of the State of Arizona.

IN WITNESS WHEREOF, the undersigned have executed this Consent to Transfer Pursuant to Declaration of Covenants, Conditions & Restrictions as of the date set forth above.

CLASS A MEMBERS:

Lot No. \_\_\_\_\_  
Overland Hills III, Book 289 of  
Maps, page 40, MCR

\* \_\_\_\_\_  
(Name-signed)

\_\_\_\_\_  
(Name-typed or printed)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name-signed)

\_\_\_\_\_  
(Name-typed or printed)

\*See Certification attached hereto and incorporated herein by reference.

STATE OF ARIZONA        )  
                              ) ss.  
County of Maricopa     )

ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_,  
1992, by \_\_\_\_\_ and \_\_\_\_\_,  
owner(s) of Lot \_\_\_\_\_, Overland Hills III, Book 289 of Maps,  
page 40, records of Maricopa County, Arizona.

\* \_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

\*See Certification attached hereto and incorporated herein by  
reference.

CERTIFICATION

The undersigned, OVERLAND HILLS III HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation, by and through its duly authorized officer, hereby certifies that the foregoing Consent to Transfer Pursuant to Declaration of Covenants, Conditions and Restrictions for Overland Hills III has been signed by not less than two-thirds (2/3) of the Class A Members (as defined in the Declaration), Class B membership having previously been terminated pursuant to Section 5.2 of the Declaration.

Dated this 17 day of November, 1992.

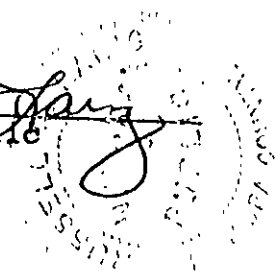
OVERLAND HILLS III HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation

By *Craig Gibson*  
Its PRESIDENT

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

Acknowledged before me this 17 day of November, 1992, by OVERLAND HILLS III HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation, by CRAG GIBSON, its PRESIDENT.

*Russell J. Gandy*  
Notary Public



My commission expires: \_\_\_\_\_

My Commission Expires December 16, 1994