

CLEARWATER FARMS UNIT III

S4 2-17967

DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS

Presented for recording without liability
for acceptability or sufficiency by
FIRST AMERICAN TITLE.

THIS DECLARATION is made this 23rd day of May 1984, by Clearwater Farms II, Limited Partnership, an Arizona Partnership (the "Declarant"), acting through FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee.

1. Declaration

1.0 The Declarant is the owner of the second beneficial interest in Trust No. 7166 First American Title which holds legal title to that property as described on attached Exhibit A being in the East one-half of the Resubdivision of Unit 46, Romola of Arizona Grapefruit Unit, according to the plat of record in the office of the Maricopa County Recorder, in Book 19 of Maps, at Page 7, with such exceptions as noted on Exhibit A, being a subdivision located in Section 10, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian. The Declarant intends to offer the lots for sale and desires to establish the nature of the use and enjoyment of the property for the benefit of all owners and to make provisions for the irrigation of the lots and the maintenance of the irrigation system, and roadways shown as roadway easements on the aforesaid recorded plat which are not maintained by the County.

1.1 The irrigation system consists of ditches and underground pipelines through which water supplied by the Maricopa County Municipal Water Conservation District No. 1 ("Maricopa Water District") is delivered to each lot.

2. Establishment

2.0 Declarant hereby declares that the irrigation system and roadways (other than County) shall be used by the owners (which term "owners" shall also include purchasers under contract, and Declarant) of the lots and their lawful permittees in benefit to each of the lots. The irrigation system, the roadways, and the owners thereof shall be subject to the obligations, liabilities, covenants, conditions and restrictions set forth in this Declaration.

3. Undivided Interest in System

3.0 The owners of the lots shall own the irrigation system in proportion to acreage owned as equal tenants in common so that each of the lots is irrevocably coupled with a pro rata undivided interest in the irrigation system. No undivided interest in the irrigation system shall be severed from the lot to which it is irrevocably coupled. Any conveyance, encumbrance, lien, alienation or devise of a lot shall also convey, encumber, alienate, devise or be a lien upon the undivided interest in the irrigation system whether it expressly provides so or not.

3.1 Owner's rights in the irrigation system and with regard to maintenance of the interior roadways are exercisable only through Clearwater Farms III Property Owner's Association ("Association"), and in this respect are assigned to the Association and thereby an individual owner is not able, on his own, to perform any of the functions delegated to the Association including but not limited to the time and delivery of irrigation water to the land.

Presented for recording without liability
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FIRST AMERICAN TITLE.

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA

JUN 8 - '84 - 8 00

BILL HENRY, COUNTY RECORDER

FEE / 2.00 PGS / 2 R.B.

3.2 Owner's water allotments from Maricopa Water District are irrevocably assigned to Clearwater Farms Unit III Property Owners Association to be delivered as set forth in the provisions of this Declaration of Conditions, Covenants and Restrictions.

4. Rights to Water Use and Water Charges

4.0 Each of the lots shall be entitled to a share of the water delivered to and by the irrigation system, subject to all by-laws and rules and regulations promulgated by the Association formed under this Declaration to administer the system, and to any applicable laws and governmental rules and regulations, in proportion to acreage that a parcel bears to the whole and further provided that the assessments payable to the Maricopa Water District and for the water itself are paid. Payment of the assessments and water charges to the Maricopa Water District are each individual owner's responsibility. The right of a buyer to a proportionate share of the water shall always be subject to, and conditioned upon payment of the assessments and water charges payable to the Maricopa Water District, and the payment of any assessments made by the Association in accordance with the purposes set forth herein. Each of the lots, and the respective owner of each personally, shall be liable for payment of the Association assessments as established by the Association from time to time. Declarant shall also be responsible for lots which it owns.

If any property owner is not using his water allotment to irrigate, the Association may deliver that water where it deems appropriate in which case the Association will be responsible for redirecting the actual water charges for such delivery to any other property owner who receives that allotment.

5. Liability for Expense of Operation of the System; Performance of Obligations

5.0 The Association shall maintain the irrigation system and the roadways in good condition and repair at all times and strictly perform all obligations arising under this Declaration, and the by-laws and rules and regulations promulgated by the Association. Each lot, and the respective owner of each, personally shall be liable, whether or not actually using water or the roads, for payment of an equal share of the cost thereof in proportion to the acreage owned in nonrefundable assessment to be established by the Association from time to time to create a reserve to defray these obligations. The Association obligations include, without limitation, routine maintenance, necessary repairs, replacements, additions to or relocation of ditches, and equipment, capital or otherwise, and whether resulting from damage, destruction, loss, age, obsolescence or otherwise, and payment or performance of all other charges and obligations established by the Association from time to time. To the extent that the roadways may be maintained by a governmental body at its expense, the owners shall not be liable for the cost of such maintenance. If a lot owner fails to pay his share of any assessment or charges made by the Association or Maricopa Water District, or perform his obligations, the Association may advance his share or payments, or perform his obligations, without being under any obligation to do so, such advance of substituted performance becoming a binding, personal liability of the defaulting lot owner bearing interest at the prime rate as set by the Valley National Bank, Phoenix, Arizona, but in no event less than 18% per annum from date of advance or

substituted performance until payment, and may place a lien against all of the lot(s) of the defaulting lot owner, which may be foreclosed as a realty mortgage or a mechanic's lien or in any other lawful manner at the option of the Association. The defaulting lot owner shall be liable for all attorney's fees, court costs and other expenses incurred as a result of the defaulting lot owner's default hereunder. A lot owner in default by more than thirty (30) days hereunder loses the right to water and all rights appurtenant to his ownership with respect to water delivery and shall not be reinstated until payment of such delinquent assessment, together with interest has been made up and accepted by the Association or the Maricopa Water District, as the case may be. The Association may, in an individual case, for good cause shown, enlarge the time period to cure a delinquency. The Association shall have all powers to collect said assessments and charges and any interest and shall have all rights available at law or at equity to do so in addition to those recited above.

5. Automatic Membership

6.0 Owner, automatically by virtue of this purchase, becomes a member, along with all other owners of lots, in Clearwater Farms Unit III Property Owners Association. Every conveyance of a lot may expressly recite that it is subject to the provisions of this Declaration and contain the grantee's/ vendee's express written acceptance of the provisions of this Declaration, but this Declaration shall be binding upon each of the lots and the owners thereof automatically, whether or not there is such an express recitation.

6.1 Declarant reserves the right to expand the project through the comparable development of adjacent land and incorporate said expansion land within this Declaration by specific reference thereto. Any such expansion shall be subject to all the terms and conditions of this Declaration.

7. Limitations on the Use of Water

7.0 Water delivered by the irrigation system shall only be used to irrigate the parcels in proportion to acreage owned, at such times and in such quantities as received from the Maricopa Water District as the Association may prescribe without discrimination.

8. Association Management and Assessment

8.0 The irrigation system shall be administered and managed by the Association, which is comprised of the owners of the lots, and in accordance herewith and with the terms and conditions of the by-laws and rules and regulations of the Association. The Association shall be the sole agent of each property owner for the purpose of ordering and delivery of water from the Maricopa Water District. It is understood that the Association is a non-profit association and shall assess only such amounts as is necessary to fulfill its purposes, taking into consideration reserves for future contingencies.

8.1 The initial meeting of this Association shall be called by Declarant on or before one year from the date of this Declaration or at such earlier time as Declarant may set. At this initial meeting the owners shall elect a Board of Directors of not less than three (3) members. Declarant shall have the right to vote at this meeting or any subsequent meeting of the owners on the same basis as any other owner (See Paragraph 8.3). The Board, which shall be composed of property owners,

shall conduct the affairs of the Association. The Board shall have the power to determine when and to what extent water is to be delivered to any parcel (but without discrimination as to those property owners who are current with their payment of assessments and charges) and to make charges or assessments as provided in the Declarations. The Association shall have the right, through its Board of Directors, to promulgate rules and regulations which shall be binding upon all owners. Each year there shall be an annual meeting which shall be held during the month of October or November as set by the Board. Any such meeting may be continued from time to time by the Board. At the annual meeting each Board member for the ensuing year shall be elected by a majority present in person or by proxy. A majority of the Board or 25% of the owners based upon acreage owned may call a special meeting upon at least twenty (20) days' notice for any purpose including enlarging or reducing the number of members on the Board of Directors, provided such purpose is stated in the notice. The Board may be expanded by a majority vote of the membership based upon acreage owned.

8.2 There shall be no Association assessments prior to the time the Association becomes activated and the initial meeting thereof.

8.3 The total acreage described on Exhibit A owned by Declarant is approximately 230 acres. The owner shall have a vote in proportion to acreage owned (as reflected in the plat of said Romola of Arizona Grapefruit Unit, Unit 46). All matters are to be decided by a majority vote based on acreage.

8.4 A majority vote of the Board members shall entitle the Board to carry out any action on behalf of the owners of the lots.

8.5 The Board shall have the following rights and powers:

A. To levy the assessments, payable as determined by the Board, against each of the lots and the owners thereof.

B. To levy special assessments deemed necessary by the Board in carrying out the Association's purposes.

C. To use and expend the assessments collected to maintain, care for, improve, build, rebuild and preserve the irrigation system, roadways and easements.

D. To act as an Architectural Control Committee as referred to in Paragraph 9 of this Declaration, and in this respect establish reasonable rules and regulations.

E. To pay all taxes and all assessments levied and assessed against the irrigation system, if any.

F. To pay for any insurance and other expenses as shall be designated by the Board.

G. To enter upon the lots when necessary, and at as little inconvenience to the owners of the lots concerned as possible, in connection with the business of the Board.

H. To maintain, repair and replace ditches, pipelines and equipment and the roadways and roadway easements as is necessary and convenient, in the discretion of the Board, or as required by applicable law, regulation or governmental order or requirement.

I. To provide for the construction of additions to or replacements of the irrigation system or roadways, or construction of new utilities systems from time to time, as in their discretion appears to be in the best interest of the owners of the lots. Any such construction, improvements or additions shall be authorized by a majority vote of the Board at a duly called meeting at which a quorum is present.

J. To collect delinquent assessments and charges, by suit or otherwise, and to enjoin or seek damages from the owners of the lots for violation of the Declaration and By-Laws and rules and regulations of the Association.

K. To protect and defend the systems and roadways from loss and damage by suit or otherwise and comply with any governmental regulations including applying for a Certificate of Convenience and Necessity, if required.

L. To employ and dismiss workmen, and take any other necessary action to carry out the rights and powers herein granted and to purchase supplies and equipment, and to enter into contracts.

M. To make By-laws and reasonable rules and regulations, not inconsistent with the terms and spirits of this Declaration, and to amend the same from time to time, all of which shall be binding upon the lots and owners thereof.

N. To create an assessment reserve fund into which the Board shall deposit all sums collected by assessments or otherwise, the assessment reserve fund to be used and expended for the purposes herein set forth.

O. To render to the owners periodic statements of receipts and expenditures.

P. To appoint officer(s), manager(s), and agent(s) to carry out the business of the Board.

Q. To do anything else reasonably necessary to enable the Board to carry out the efficient operation of the systems.

9. Use of the Lots

9.0 No lot or portion thereof shall be used except for residential or farming purposes. No building shall be erected, placed, altered or permitted to remain on any lot, or portion thereof, other than a minimum 1,200 liveable square foot residence, normal outbuildings used in conjunction with farm residences and farming or ranching operations. No mobile homes are allowed. No commercial endeavors or any retail businesses, of any nature or description shall be carried on or transacted on any portion of said property.

9.1 All plans for structures, including, but not limited to residences, barns, out buildings and fences must be submitted to and approved by the Architectural Control Committee to be composed of not less than three (3) members as appointed by the Association Board of Directors. Failure of the Architectural Control Committee to approve or disapprove of the submitted plans within 45 days of submittal shall be considered an approval.

9.2 No culvert of a diameter less than 18 inches shall be installed in any borrow ditch or easement along and adjacent to any property line. No culvert of a diameter less than 24 inches shall be installed in any concrete irrigation ditch along and adjacent to any property lines. Each culvert shall have concrete headwalls on both ends thereof.

9.3 No property owner shall level or clear or otherwise alter his land to reduce the amount of soil covering or overlying the irrigation pipeline easement to less than 24 inches above the top of the pipe. No property owner shall erect fences or construct walls or any other structure on any irrigation easements, without the express written consent of the Property Owners Association being first obtained.

9.4 Each property owner shall retain all irrigation water delivered to his property on his property.

9.5 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding area. No lot shall be used or maintained as a dumping ground for rubbish, or storage of non-operating vehicles. All weeds shall be kept removed. Lots, fence lines, ditches and pipe-lines shall be kept free of weeds and ~~unkempt~~ grasses, so as not to become a fire hazard, or a nuisance to adjacent properties, irrigation systems and roadways. There shall be no outside toilets. All permitted plumbing shall be connected to a septic system or some other similarly governmental-approved disposal or central system.

9.6 In the event the owner at any time fails to properly maintain his lot, the Association or Declarant, in each's sole discretion, may enter upon and correct any violations and may charge the violating lot owner for the cost of curing such violations, immediately obligating the owner for payment of such charges.

9.7 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a living quarters on any lot at any time either temporarily or permanently, except upon written approval of the Property Owners Association for purposes of installation of a permanent residence. Use of such temporary structure shall not exceed six (6) months.

9.8 No hogs of any kind shall be raised, bred or kept on any lot. All animals must be fenced, or kept on a leash so as not to interfere with any other lots. All fences must be constructed of new materials. No barb wire fences are allowed.

9.9 No signs shall be placed or permitted on any lots or improvements located thereon other than one "For Sale" family name or farm name type sign, not to exceed 2 feet by 3 feet in size.

10. Enforcement of Restrictions

10.0 This Declaration and all its provisions shall run with the land, and shall be binding on and enforceable against all parties having any right, title or interest in or to the lots or any part thereof and the respective successors, assigns, heirs and personal representatives of each. Every party on acquisition of any right, title or interest in or to any of the lots, or any part thereof, shall be deemed to have personally consented to the terms of this Declaration as though such party had personally contracted in writing to be bound by the terms of this Declaration.

10.1 Each owner of the lots, or any part thereof, and the respective successors, assigns, heirs and personal representatives of each, and the Association, shall be direct

beneficiaries of this Declaration with the right to enforce through action for specific performance, injunction or any other right or remedy available at law, in equity or otherwise. A violation of the Declaration shall be deemed to be a nuisance and shall confer on each owner all rights and remedies available for abatement of a nuisance. Any party seeking to enforce this Declaration against a party in violation shall be entitled to recover from the party in violation reasonable attorney's fees and any court costs incurred in the enforcement hereof. A lot owner in violation hereunder loses the right to irrigation water until he completely cures the violation. All remedies shall be cumulative and not exclusive.

11. Term

11.0 This Declaration shall continue in full force and effect until December 31, 1999, at which time it shall automatically be extended for continuous ten (10) year periods unless, prior to the termination of the initial period or renewal periods, the ownership of 75% of the acreage votes to terminate or otherwise amend, and record in the Office of the Maricopa County Recorder a document to that effect.

12. Amendment

12.0 This Declaration or any provisions contained herein may be terminated, modified or amended with the written consent(s) of the owners of record of at least seventy-five percent (75%) of the acreage. No such termination, modification or amendment shall be effective until a proper instrument in writing, reflecting the required written consents, has been executed, acknowledged and recorded in the Office of the Maricopa County Recorder.

13. Mortgages

13.0 The violation of any provisions, covenants, conditions or restrictions contained in this Declaration shall not restrict, impair or defeat the lien of any mortgage or deed of trust now existing or hereafter made in good faith and for value on any of the lots, or part thereof, or restrict, impair or defeat any right or power of sale contained therein or limit or prevent the foreclosure thereof; provided, however, that any subsequent owner of any of the lots, or part thereof, whose ownership was obtained by foreclosure, trustee's sale or conveyance in lieu, shall thereupon be subject to and bound by all of the provisions of this Declaration.

14. Validity

14.0 The invalidity of any provision of this Declaration or any portion hereof, shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

15. Successors and Assigns

15.0 This Declaration, the terms and provisions in it of and amendments thereto shall run with the land, and shall be binding upon, enforceable against, and inure to the benefit of all parties having or acquiring any right, title or interest in the lots including, without limitation, the Declarant, all owners of the lots, all lessees, the respective successors, assigns, heirs and personal representatives of all such parties. Nothing herein shall be construed as prohibiting an owner from transferring any portion of his lot in accordance with law provided that any such successor in interest shall likewise be bound by the provisions hereof in relation to acreage owned.

16. Conflicts

16.0 In the event of any conflict between the provisions of this Declaration, the By-laws and the rules and regulations promulgated by the Association, the order of precedence shall be as follows: 1) Declaration; 2) By-Laws; and 3) Rules and Regulations.

17. Easements

17.0 Irrigation Easements. It is hereby reserved to the Declarant for the benefit of all lot owners and the Association the following easements for irrigation and irrigation ditch purposes, including access for maintenance, and repairs and replacement:

Irrigation Easements

Amended

~~The West 10 feet and the East 10 feet of the following parcels: A, B, C, D & E of Lot 4962; A, B, C, D & E of Lot 4963; A, B, C, D & E of Lot 4964; A, B, C, D & E of Lot 4965; A, B, C, D & E of Lot 4966; A, B, C, D & E of Lot 4967; A, B, C, D & E of Lot 4968; A, B, C, D & E of Lot 4969; A, B, C, D & E of Lot 4970; A, B, C, D & E of Lot 4971; A, B, C, D & E of Lot 4972; A, B, C, D & E of Lot 4981; A, B, C, D & E of Lot 4982; A, B, C, D & E of Lot 4983; A, B, C, D & E of Lot 4984; A, B, C, D & E of Lot 4985; A, B, C, D & E of Lot 4986; A, B, C, D & E of Lot 4987; A, B, C, D & E of Lot 4988; A, B, C, D & E of Lot 4989; A, B, C, D & E of Lot 4990; A, B, C, D & E of Lot 4991; A, B, C, D & E of Lot 4993; A, B, C, D & E of Lot 4994; A, B, C, D & E of Lot 4995; A, B, C, D & E of Lot 4996; A, B, C, D & E of Lot 4997; A, B, C, D & E of Lot 4998; A, B, C, D & E of Lot 4999; A, B, C, D & E of Lot 5000; A, B, C, D & E of Lot 5001; A, B, C, D & E of Lot 5002; A, B, C, D & E of Lot 5003; A, B, C, D & E of Lot 5012; A, B, C, D & E of Lot 5013; A, B, C, D & E of Lot 5014; A, B, C, D & E of Lot 5015; A, B, C, D & E of Lot 5016; A, B, C, D & E of Lot 5017; A, B, C, D & E of Lot 5018; A, B, C, D & E of Lot 5019; A, B, C, D & E of Lot 5020; A, B, C, D & E of Lot 5021; A, B, C, D & E of Lot 5022; and~~

~~The East 10 feet of parcel 4992 B; The West 10 feet and the South 10 feet of the East 137.2 feet of the West 147.2 feet of parcel 4992 C; The North 10 feet of the West 137.2 feet of the East 147.2 feet of parcel A of Lot 4962; and~~

~~The East 10 feet of parcel 5023 B; The West 10 feet and the South 10 feet of the East 143.2 feet of the West 153.2 feet of parcel 5023 C; The North 10 feet of the West 143.2 feet of the East 153.2 feet of parcel A of Lot 4993; and~~

~~The North 25 feet of parcels 4992 A, 4992 B, 4992 C, 4992 D, 4992 E, 5023 A, 5023 B, 5023 C, 5023 D, 5023 E, 5024 A; and~~

~~The East 10 feet of parcel 5024 A; and~~

~~The South 15 feet of the following parcels: E of Lot 4972; E of Lot 4981; E of Lot 5003; E of Lot 5012 all in Unit No. 46 of ROMOLA OF ARIZONA GRAPE FRUIT UNIT as recorded in Book 19 of Maps, Page 7 records of Maricopa County, Arizona.~~

17.1 Public Utility Easements. It is hereby reserved to the Declarant for the benefit of all lot owners and the Association the following easements for public utility purposes including access for installation, maintenance and repairs.

Public Utility Easements **Amended**

The West 8 feet of the following parcels; 4992 A; A, B, C, D & E of Lot 4962; A, B, C, D & E of Lot 4963; A, B, C, D & E of Lot 4964; A, B, C, D & E of Lot 4965; A, B, C, D & E of Lot 4966; A, B, C, D & E of Lot 4967; A, B, C, D & E of Lot 4968; A, B, C, D & E of Lot 4969; A, B, C, D & E of Lot 4970; A, B, C, D & E of Lot 4971; A, B, C, D & E of Lot 4972; 5023A; A, B, C, D & E of Lot 4993; A, B, C, D & E of Lot 4994; A, B, C, D & E of Lot 4995; A, B, C, D & E of Lot 4996; A, B, C, D & E of Lot 4997; A, B, C, D & E of Lot 4998; A, B, C, D & E of Lot 4999; A, B, C, D & E of Lot 5000; A, B, C, D & E of Lot 5001; A, B, C, D & E of Lot 5002; A, B, C, D & E of Lot 5003; and

The East 8 feet of the following parcels: A, B, C, D & E of Lot 4981; A, B, C, D & E of Lot 4982; A, B, C, D & E of Lot 4983; A, B, C, D & E of Lot 4984; A, B, C, D & E of Lot 4985; A, B, C, D & E of Lot 4986; A, B, C, D & E of Lot 4987; A, B, C, D & E of Lot 4988; A, B, C, D & E of Lot 4989; A, B, C, D & E of Lot 4990; A, B, C, D & E of Lot 4991; 4992 E; A, B, C, D & E of Lot 5012; A, B, C, D & E of Lot 5013; A, B, C, D & E of Lot 5014; A, B, C, D & E of Lot 5015; A, B, C, D & E of Lot 5016; A, B, C, D & E of Lot 5017; A, B, C, D & E of Lot 5018; A, B, C, D & E of Lot 5019; A, B, C, D & E of Lot 5020; A, B, C, D & E of Lot 5021; A, B, C, D & E of Lot 5022; 5024 A; and

The North 8 feet of parcels 4992 A; 4992 B; 4992 C; 4992 D; 4992 E; 5023 A; 5023 B; 5023 C; 5023 D; 5023 E and 5024 A; all in Unit 46 of ROMOLA OF ARIZONA GRAPE FRUIT UNIT as recorded in Book 19 of Maps, Page 7 records of Maricopa County, Arizona.

17.2 Access Easement. It is hereby reserved to the Declarant for the benefit of all lot owners, their invitees and the Association the following easements for access purposes including improvements, maintenance and repair thereof.

Access Easements **Amended**

The East 10 feet of the following parcels: A, B, C, D & E of Lot 4962; A, B, C, D & E of Lot 4963; A, B, C, D & E of Lot 4964; A, B, C, D & E of Lot 4965; A, B, C, D & E of Lot 4966; A, B, C, D & E of Lot 4967; A, B, C, D & E of Lot 4968; A, B, C, D & E of Lot 4969; A, B, C, D & E of Lot 4970; A, B, C, D & E of Lot 4971; A, B, C, D & E of Lot 4972; A, B, C, D & E of Lot 4993; A, B, C, D & E of Lot 4994; A, B, C, D & E of Lot 4995; A, B, C, D & E of Lot 4996; A, B, C, D & E of Lot 4997; A, B, C, D & E of Lot 4998; A, B, C, D & E of Lot 4999; A, B, C, D & E of Lot 5001; A, B, C, D & E of Lot 5002; A, B, C, D & E of Lot 5003; and.

The West 10 feet of the following parcels: A, B, C, D & E of Lot 4981; A, B, C, D & E of Lot 4982; A, B, C, D

~~& E of Lot 4983; A, B, C, D & E of Lot 4984; A, B, C, D
 & E of Lot 4985; A, B, C, D & E of Lot 4986; A, B, C, D
 & E of Lot 4987; A, B, C, D & E of Lot 4988; A, B, C, D
 & E of Lot 4989; A, B, C, D & E of Lot 4990; A, B, C, D
 & E of Lot 4991; A, B, C, D & E of Lot 5012; A, B, C, D
 & E of Lot 5013; A, B, C, D & E of Lot 5014; A, B, C, D
 & E of Lot 5015; A, B, C, D & E of Lot 5016; A, B, C, D
 & E of Lot 5017; A, B, C, D & E of Lot 5018; A, B, C, D
 & E of Lot 5019; A, B, C, D & E of Lot 5020; A, B, C, D
 & E of Lot 5021; A, B, C, D & E of Lot 5022 all in Unit
 46 of POMOLA OF ARIZONA GRAPE FRUIT UNIT as recorded in
 Book 19 of Maps, Page 7 records of Maricopa County, Arizona.~~

17.3 Prohibition Against Obstruction of Easements.
 No property owner shall erect fences or construct walls, or
 any other structure on any easements without the express
 written consent of the Property Owners Association being
 first obtained.

18. Definition of Lot

18.0 The term "lot" as used herein shall be
 inclusive of any one acre "tract" or "parcel".

FIRST AMERICAN TITLE INSURANCE
 COMPANY OF ARIZONA as Trustee

By *Federick A. Lohie*

CLEARWATER FARMS II
 Limited Partnership
 An Arizona Limited Partnership

By *William C. Taylor*
 William C. Taylor
 Co-General Partner

EXHIBIT "A"

Tracts A, B, C, D, and E of lots 4962 through 5023 and

Tract A of lot 5024;

Except for:

Tracts A, B, C, D, and E of lots 4973 through 4980 and Tracts A, B, C, D, and E of lots 5004 through 5011.

All in Unit No. 46 of Romola of Arizona Grapefruit Unit, Being a subdivision of Section 10, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

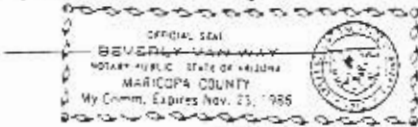
STATE OF ARIZONA)
County of Maricopa) ss.

Before me, the undersigned Notary Public, this 7th day of June, 1984, appeared Roderick N. Collier an officer of FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, for the purposes therein contained.

In witness whereof I hereunto set my hand and seal.

[Signature]
Notary Public

My commission Expires:



STATE OF ARIZONA)
County of Maricopa) ss.

Before me, the undersigned Notary Public, this 23rd day of May, 1984, appeared William C. Taylor Co-General Partner for CLEARWATER FARMS II Limited Partnership, an Arizona Limited Partnership for the purposes therein contained.

In witness whereof I hereunto set my hand and seal.

[Signature]
Notary Public

My commission expires:

March 6, 1986

Not Recorded return to:
First American Title
11 West Monroe
Phoenix, Az. 85003
Attn: RNC-Trust 7156

First American Title

84 548155

AMENDMENT TO DECLARATION OF CONDITIONS,

COVENANTS AND RESTRICTIONS OF

CLEARWATER FARMS UNIT III

MOD RSTR

3

Clearwater Farms II, Limited Partnership, an Arizona Partnership (the "Declarant"), acting through FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, being the owner of all of the lots as described in that certain Declaration of Conditions, Covenants and Restrictions recorded June 8, 1984, in the Office of the Maricopa County Recorder as Document No. 84-247967, hereby amends Paragraph 9.8 thereof so as to read as follows:

"9.8 All animals must be fenced, or kept on a leash so as not to interfere with any other lots.

No hogs or swine of any kind shall be raised, bred or kept on any lot.

Exotic animals shall not be allowed except as family pets only and shall be housed indoors. There shall be no more than two such animals per residence regardless of the number of acres owned.

Small meat or fur bearing animals must be properly housed and are limited to no more than a total of 12 per acre.

Animal husbandry must be conducted so as to not create a noise, odor, insect or other nuisance to adjacent lots.

No more than 4 large animals, such as horses, cattle, sheep or goats, per acre are allowed. These animals must be pastured and shall not be confined in feedlot style.

A total of no more than 12 poultry or fowl per acre may be kept.

No more than 4 adult dogs and 4 adult cats may be kept per residence, regardless of the number of acres owned.

Aviaries can have no more than 12 birds per acre.

All fences must be constructed of new materials. No barb wire fences are allowed."

| | |
|---|-----------|
| RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA | |
| DEC 20 '84 - 8 00 | |
| BILL HENRY, COUNTY RECORDER | |
| FEE 2.00 | PGS 2 1/2 |

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Except as hereby amended, said Declaration of Restrictions recorded as Document No. 84-247967 shall remain as written.

Dated this 18th day of December, 1984.

FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, as Trustee

By Roderick N. Gallier

CLEARWATER FARMS II, Limited Partnership, an Arizona Limited Partnership

By William C. Taylor
Co-General Partner

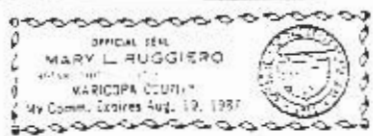
STATE OF ARIZONA)
County of Maricopa) ss.

Before me, the undersigned Notary Public, this 18th day of December, 1984, appeared Roderick N. Gallier, an officer of FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, who acknowledged that he executed the foregoing instrument on behalf of said Trustee for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary L. Ruggiero
Notary Public

My Commission Expires:
August 19, 1987



FILED IN 1985

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AMENDMENT TO DECLARATION OF CONDITIONS.

COVENANTS AND RESTRICTIONS OF

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CLEARWATER FARMS UNIT III

Clearwater Farms II, Limited Partnership, an Arizona Partnership (the "Declarant"), acting through FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona Corporation, as Trustee, being the owner of Clearwater Farms Unit III in excess of Seventy Five Percent (75%) of the property as described in that certain Declaration of Conditions, Covenants and Restrictions recorded June 8, 1984 in the Office of the Maricopa County Recorder as Document No. 84-247967, and as amended by Document 84-546153, hereby amends Paragraphs 17.0, 17.1, and 17.2 thereof so as to read as follows:

17.0 Irrigation Easements. It is hereby reserved to the Declarant for the benefit of all lot owners and the Association the following easements for irrigation and irrigation ditch purposes, including access for maintenance, and repairs and replacement:

Irrigation Easements

The east 10 feet of the west 60 feet of parcel:
A, B, C, D, & E of Lot 4962; A, B, C, D & E of Lot 4963;
A, B, C, D, & E of Lot 4964; A, B, C, D, & E of Lot 4965;
A, B, C, D, & E of Lot 4966; A, B, C, D, & E of Lot 4967;
A, B, C, D, & E of Lot 4968; A, B, C, D, & E of Lot 4969;
A, B, C, D, & E of Lot 4970; A, B, C, D, & E of Lot 4971
A, B, C, D, & E of Lot 4972; and

The east 10 feet of the west 20 feet of parcel:
A, B, C, D, & E of Lot 4981; A, B, C, D, & E of Lot 4982;
A, B, C, D, & E of Lot 4983; A, B, C, D, & E of Lot 4984;
A, B, C, D, & E of Lot 4985; A, B, C, D, & E of Lot 4986;
A, B, C, D, & E of Lot 4987; A, B, C, D, & E of Lot 4988;
A, B, C, D, & E of Lot 4989; A, B, C, D, & E of Lot 4990;
A, B, C, D, & E of Lot 4991; and

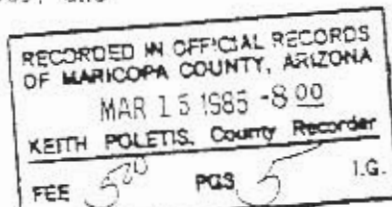
The east 10 feet of the west 30 feet of parcel:
A, B, C, D, & E of Lot 4993; A, B, C, D, & E of Lot 4994;
A, B, C, D, & E of Lot 4995; A, B, C, D, & E of Lot 4996;
A, B, C, D, & E of Lot 4997; A, B, C, D, & E of Lot 4998;
A, B, C, D, & E of Lot 4999; A, B, C, D, & E of Lot 5000;
A, B, C, D, & E of Lot 5001; A, B, C, D, & E of Lot 5002;
A, B, C, of Lot 5003; and

The east 10 feet of the west 30 feet of the north
13.56 feet of parcel 5003 D; and

The east 10 feet of the west 20 feet and the
east 10 feet of parcel: A, B, C, D, & E of Lot 5012,
A, B, C, D, & E of Lot 5013; A, B, C, D, & E of Lot 5014;
A, B, C, D, & E of Lot 5015; A, B, C, D, & E of Lot 5016;
A, B, C, D, & E of Lot 5017; A, B, C, D, & E of Lot 5018;
A, B, C, D, & E of Lot 5019; A, B, C, D, & E of Lot 5020;
A, B, C, D, & E of Lot 5021; A, B, C, D, & E of Lot 5022;
and

The east 20 feet and the south 20 feet of
the west 158.6 feet of Parcel C of Lot 4992; and

The east 20 feet and the south 20 feet of the
west 187.5 feet of Parcel C of Lot 5023; and



The north 25 feet of Parcels 4992 A, 4992 B, 4992 C, 4992 D, 4992 E, 5023 A, 5023 B, 5023 C, 5023 D, 5023 E, 5024 A; and

The east 10 feet of parcel 5024 A.

A portion of parcels 5003 E and 5003 D described as follows:

Beginning 23.51 feet north and 20 feet east of the southwest corner of said parcel 5003 E; thence north-easterly along a nontangent curve concave to the west having a radius of 55 feet and a central angle of $125^{\circ}37'14''$ a distance of 120.59 feet to a point 53.64 feet north and 30 feet east of the southwest corner of said parcel 5003 D; thence west a distance of 10 feet to a point 53.64 feet north and 20 feet east of the southwest corner of said parcel 5003 D; thence south parallel to and 20 feet east of the west line of said parcel 5003 D a distance of 5.79 feet; thence south-easterly along a nontangent curve concave to the west having a radius of 45 feet and a central angle of $127^{\circ}10'28''$ a distance of 99.92 feet to a point 34.43 feet north and 20 feet east of the southwest corner of said parcel 5003 E; thence south parallel to and 20 feet east of the west line of said parcel 5003 E a distance of 10.92 feet to the point of beginning.

17.1 Public Utility Easements It is hereby reserved to the Declarant for the benefit of all lot owners and the Association the following easements for public utility purposes including access for installation, maintenance and repairs.

Public Utility Easements.

The east 8 feet of the west 68 feet of parcels:
A, B, C, D, & E of Lot 4962; A, B, C, D, & E of Lot 4963;
A, B, C, D, & E of Lot 4964; A, B, C, D, & E of Lot 4965;
A, B, C, D, & E of Lot 4966; A, B, C, D, & E of Lot 4967;
A, B, C, D, & E of Lot 4968; A, B, C, D, & E of Lot 4969;
A, B, C, D, & E of Lot 4970; A, B, C, D, & E of Lot 4971;
A, B, C, D, & E of Lot 4972; and

The west 8 feet of the east 28 feet of the north 14.66 feet of Parcel 4981 D, and

The west 8 feet of the east 28 feet of Parcels:
A, B, & C of Lot 4981; A, B, C, D, & E of Lot 4982;
A, B, C, D, & E of Lot 4983; A, B, C, D, & E of Lot 4984;
A, B, C, D, & E of Lot 4985; A, B, C, D, & E of Lot 4986;
A, B, C, D, & E of Lot 4987; A, B, C, D, & E of Lot 4988;
A, B, C, D, & E of Lot 4989; A, B, C, D, & E of Lot 4990;
A, B, C, D, & E of Lot 4991; and

The east 8 feet of the west 38 feet of Parcels:
A, B, C, D, & E of Lot 4993; A, B, C, D, & E of Lot 4994;
A, B, C, D, & E of Lot 4995; A, B, C, D, & E of Lot 4996;
A, B, C, D, & E of Lot 4997; A, B, C, D, & E of Lot 4998;
A, B, C, D, & E of Lot 4999; A, B, C, D, & E of Lot 5000;
A, B, C, D, & E of Lot 5001; A, B, C, D, & E of Lot 5002;
A, B, C, D, & E of Lot 5003; and

The west 8 feet of the east 18 feet of Parcels:
A, B, C, D, & E of Lot 5012; A, B, C, D, & E of Lot 5013;
A, B, C, D, & E of Lot 5014; A, B, C, D, & E of Lot 5015;
A, B, C, D, & E of Lot 5016; A, B, C, D, & E of Lot 5017;
A, B, C, D, & E of Lot 5018; A, B, C, D, & E of Lot 5019;
A, B, C, D, & E of Lot 5020; A, B, C, D, & E of Lot 5021;
A, B, C, D, & E of Lot 5022; A of Lot 5024; and

The north 8 feet of the south 28 feet of parcels 4968 E, 4985 E, 4999 E, 5016 E; and

The south 8 feet of the north 28 feet of parcels 4969 A, 4984 A, 5000 A, 5015 A; and

The south 8 feet of the north 33 feet of parcels 4992 A, 4992 B, 4992 C, 4992 D, 4992 E, 5023 A, 5023 B, 5023 C, 5023 D, 5023 E, 5024 A; and

A portion of Parcels 4981 E and 4981 D described as follows:

Beginning at a point 25.66 feet north and 20 feet west of the southeast corner of said parcel 4981 E; thence northwesterly along a curve concave to the east, having a radius of 53.00 feet and a central angle of $125^{\circ}38'20''$, a distance of 116.50 feet to a point 52.54 feet north and 28 feet west of the southeast corner of said parcel 4981 D; thence east 8 feet to a point 52.54 feet north and 20 feet west of the southeast corner of said parcel 4981 D; thence south parallel to and 20 feet west of the east line of said parcel 4981 D a distance of 4.69 feet; thence southwesterly along a curve concave to the east having a radius of 45.00 feet and a central angle of $127^{\circ}13'28''$ a distance of 99.92 feet to a point 34.43 feet north and 20 feet west of the southeast corner of said parcel 4981 E; thence south parallel to and 20 feet west of the east line of said parcel 4981 E a distance of 8.77 feet to the point of beginning.

A portion of parcels 5003 E and 5003 D described as follows:

Beginning at a point 15 feet north and 20 feet east of the southeast corner of said parcel 5003 E; thence northeasterly along a nontangent curve concave to the west having a radius of 63 feet and a central angle of $124^{\circ}39'30''$ a distance of 136.78 feet to a point 57.79 feet north and 38 feet east of the southwest corner of said parcel 5003 D; thence west a distance of 8 feet to a point 57.79 feet and 30 feet east of the southwest corner of said parcel 5003 D; thence south parallel to and 20 feet east of the west line of said parcel 5003 D a distance of 4.15 feet; thence southeasterly along a nontangent curve concave to the west having a radius of 55 feet and a central angle of $125^{\circ}37'14''$ a distance of 120.59 feet to a point 23.51 feet north and 20 feet east of the southwest corner of said parcel 5003 E; thence south parallel to and 20 feet east of the west line of said parcel 5003 E a distance of 8.51 feet to the point of beginning.

17.2 Access Easement. It is hereby reserved to the Declarant for the benefit of all lot owners, their invitees and the Association the following easements for access purposes including improvements, maintenance and repair thereof.

Access Easements.

The east 30 feet of the west 50.35 feet of Parcel A of Lot 4992; and

The east 30 feet of the west 50 feet and the east 15 feet of parcels: A, B, C, D, & E of Lot 4962; A, B, C, D, & E of Lot 4963; A, B, C, D, & E of Lot 4964; A, B, C, D, & E of Lot 4965; A, B, C, D, & E of Lot 4966; A, B, C, D, & E of Lot 4967; A, B, C, D, & E of Lot 4968; A, B, C, D, & E of Lot 4969; A, B, C, D, & E of Lot 4970; A, B, C, D, & E of Lot 4971; A, B, C, D, & E of Lot 4972; and

The west 10 feet of Parcel: A, B, C, D, & E of
 Lot 4981; A, B, C, D, & E of Lot 4982; A, B, C, D, & E of
 Lot 4983; A, B, C, D, & E of Lot 4984; A, B, C, D, & E of
 Lot 4985; A, B, C, D, & E of Lot 4986; A, B, C, D, & E of
 Lot 4987; A, B, C, D, & E of Lot 4988; A, B, C, D, & E of
 Lot 4989; A, B, C, D, & E of Lot 4990; A, B, C, D, & E of
 Lot 4991; and

The east 15 feet of Parcels: A, B, C, D, & E of
 Lot 4993; A, B, C, D, & E of Lot 4994; A, B, C, D, & E of
 Lot 4995; A, B, C, D, & E of Lot 4996; A, B, C, D, & E of
 Lot 4997; A, B, C, D, & E of Lot 4998; A, B, C, D, & E of
 Lot 4999; A, B, C, D, & E of Lot 5000; A, B, C, D, & E of
 Lot 5001; A, B, C, D, & E of Lot 5002; A, B, C, D, & E of
 Lot 5003; and

The west 10 feet of Parcels: A, B, C, D, & E of
 Lot 5012; A, B, C, D, & E of Lot 5013; A, B, C, D, & E of
 Lot 5014; A, B, C, D, & E of Lot 5015; A, B, C, D, & E of
 Lot 5016; A, B, C, D, & E of Lot 5017; A, B, C, D, & E of
 Lot 5018; A, B, C, D, & E of Lot 5019; A, B, C, D, & E of
 Lot 5020; A, B, C, D, & E of Lot 5021; A, B, C, D, & E of
 Lot 5022; and

The south 15 feet of Parcels: E of Lot 4972; E
 of Lot 4981; E of Lot 5003; E of Lot 5012; and

The east 15 feet of Parcel B of Lot 4992; and

The east 133.6 feet of the north 15 feet of Parcel
 A of Lot 4952; and

The east 15 feet of Parcel B of Lot 5023; and

The east 182.5 feet of the north 10 feet of
 Parcel A of Lot 4991; and

A portion of Parcels 4981 E and 4981 D described
 as follows:

Beginning at a point 34.43 feet north and 20 feet
 west of the southeast corner of said Parcel 4981 E thence
 northwesterly along a curve, concave to the east having a
 radius of 45.00 feet and a central angle of 127° 13' 28" a
 distance of 99.92 feet to a point 47.85 feet north and 20
 feet east of the southeast corner of said Parcel 4981 D;
 thence south parallel to and 20 feet west of the east line
 of said Parcels 4981 E and 4981 D a distance of 80.62 feet
 to the point of beginning; and

A portion of Parcels 5003 E and 5003 D described
 as follows:

Beginning at a point 34.43 feet north and 20 feet
 east of the southwest corner of said Parcel 5003 E; thence
 northeasterly along a nontangent curve concave to the west
 having a radius of 45.00 feet and a central angle of 127°
 13' 28" a distance of 99.92 feet to a point 47.85 feet north
 and 20 feet east of the southwest corner of said Parcel
 5003 D; thence south parallel to and 20 feet east of the
 west line of said Parcels 5003 E and 5003 D a distance of
 80.62 feet to the point of beginning.

Except as hereby amended, said Declaration of Restrictions recorded as Document No. 84-247967 and as amended by Document No. 84-546155 shall remain as written.

Dated this 13th day of March, 1985.

FIRST AMERICAN TITLE INSURANCE
COMPANY OF ARIZONA, as Trustee

By Roderick N. Collier

CLEARWATER FARMS II,
Limited Partnership
an Arizona Limited Partnership

By William C. Taylor

William C. Taylor
Co-General Partner

STATE OF ARIZONA)
) ss.
County of Maricopa)

Before me, the undersigned Notary Public, this 13th day of March, 1985, appeared Roderick N. Collier an officer of FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, who acknowledged that he executed the foregoing instrument on behalf of said Trustee for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary L. Ruggiero
Notary Public

