

WESTPORT BAY

A PART OF DOBSON RANCH

A SUBDIVISION OF PART OF SECTION 6, T.1S.,
R.5E., G.8S.R.B.&M., MARICOPA COUNTY, ARIZONA.

DEDICATION

State of Arizona
County of Maricopa

Know all men by these presents: That Continental Homes Inc., an Ohio corporation, as Owner, has subdivided under the name Westport Bay a part of Dobson Ranch a subdivision of part of Section 6, T.1S., R.5E., G.8S.R.B.&M., Maricopa County, Arizona as shown and hereby publishes this plat of said Westport Bay a part of Dobson Ranch and hereby declares that said plat sets forth the location and gives the measurements and dimensions of the lots, streets tract and easements constituting same and that each lot, street and tract shall be known by the number, name or letter that is given each respectively on said plat and Continental Homes Inc., as owner, hereby dedicates to the public, for use as such, the streets shown on said plat and included in the above described premises. Easements are provided for the use shown. An easement for public utilities and drainage is hereby dedicated over Tract "A".

In witness whereof Continental Homes Inc., as owner, has caused its corporate name to be signed by the undersigned officer thereunto duly authorized this 9 day of DECEMBER, A.D. 1976.

CONTINENTAL HOMES INC., AS OWNER

Joseph C. ...
Executive Vice-President

ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

Before me this 9 day of DECEMBER, 1976, personally appeared JOSEPH CAMARINO who acknowledged himself to be the Executive Vice-President of Continental Homes Inc., and that he as such officer, being duly authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as owner, by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

My commission will expire: Nov 11, 1978

John E. Vailliant
Notary Public

CERTIFICATE OF SURVEY

This is to certify that the survey and subdivision of the above described property was made under my direction during the month of October, 1976.

M. ...
Registered Civil Engineer

APPROVAL

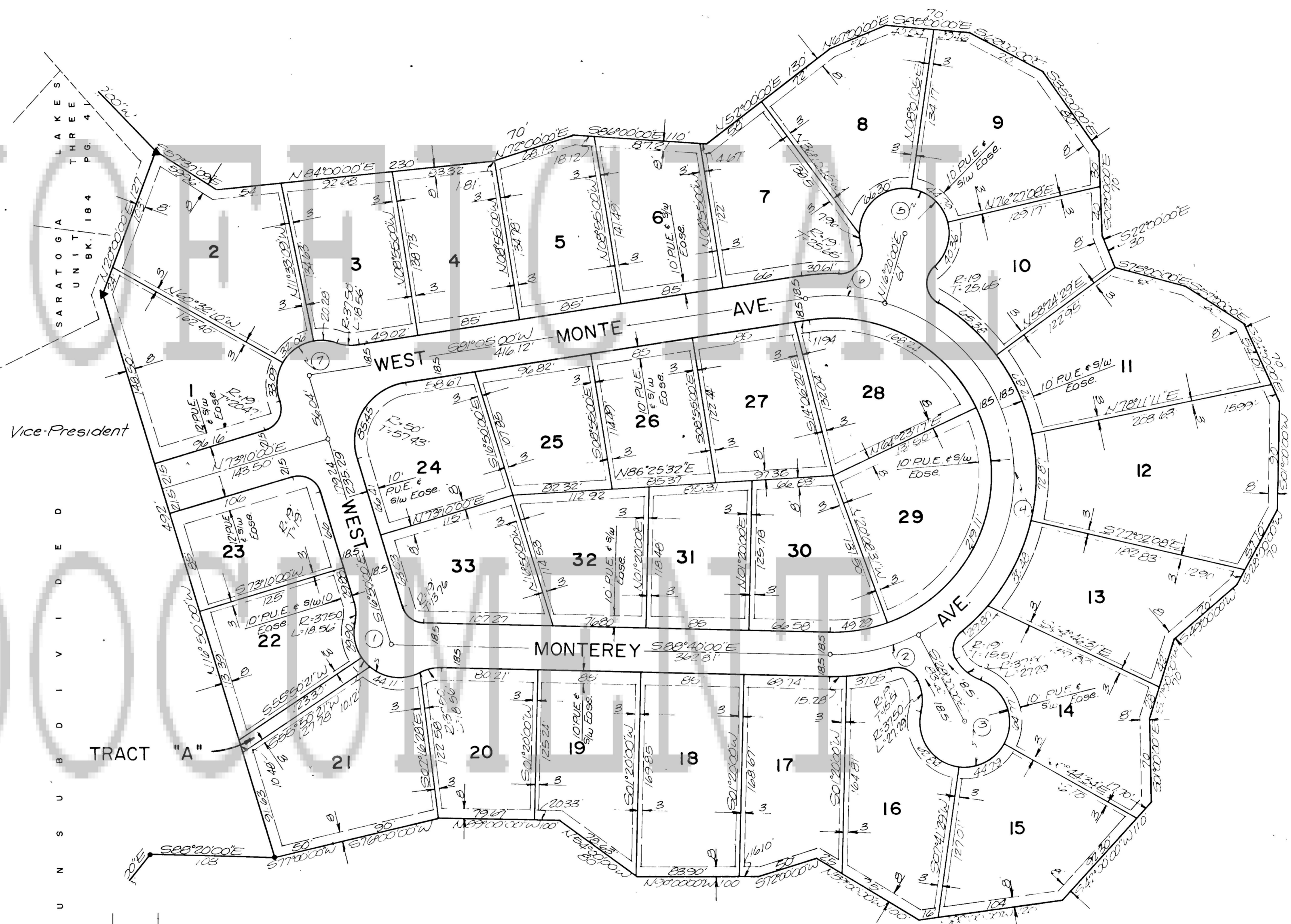
Approved by the City Council of the City of Mesa, Arizona this 6TH day of DECEMBER, 1976.

James ...
Mayor

Attest: *...*
City Clerk

Approved by the City Engineer of the City of Mesa, Arizona this 16 day of December, 1976.

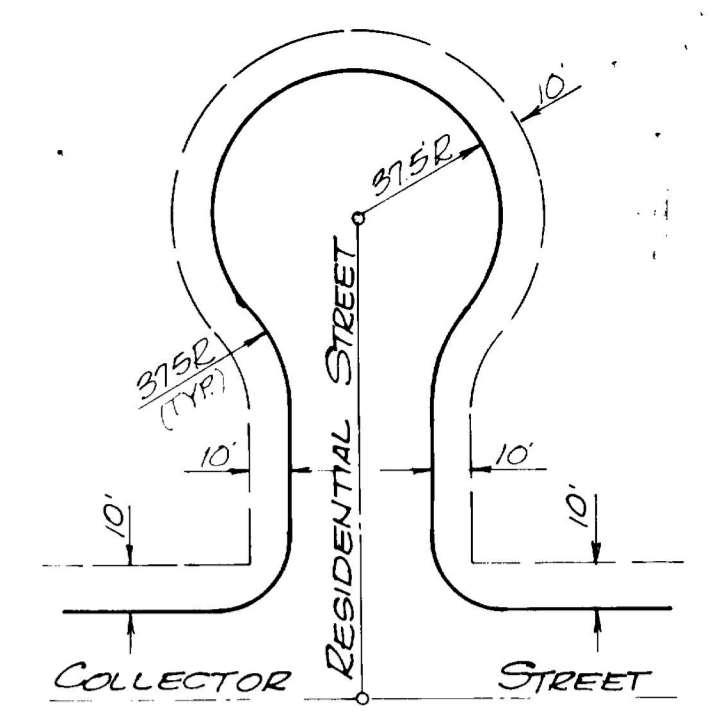
...
City Engineer



- Indicates common corner with Saratoga Lakes Unit Three recorded in Bk. 184 Pg. 41 M.C.R.
- Indicates corner of this subdivision set 1/2" iron bar unless noted otherwise.
- Indicates set survey monument.

Note: All utilities to be installed underground.

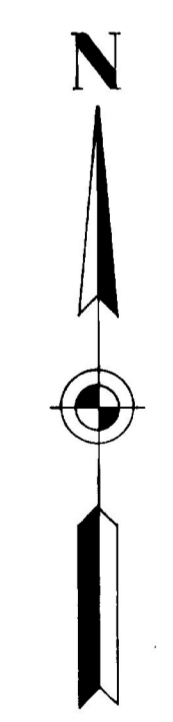
Construction within easement shall be limited to utilities, wood, wire or removable section type fencing.



PUBLIC UTILITIES AND SIDEWALK EASEMENT DETAIL

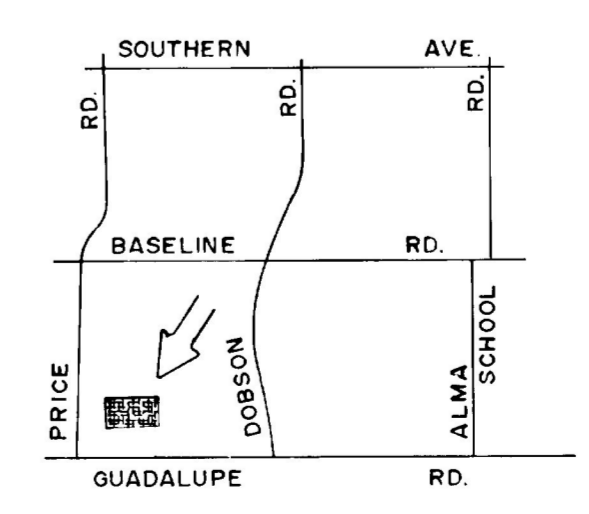
317145

STATE OF ARIZONA
County of Maricopa
City of Mesa
187-8
By *R. ...*
County Recorder
Deputy Recorder



SCALE 1" = 60'

NO	Radius	CURVE DATA		
		Δ	T	L
1	37.50	128°32'55"	77.83	84.14
2	150.00	29°20'00"	39.26	76.79
3	37.50	263°23'42"	—	172.39
4	150.00	135°40'00"	368.18	355.18
5	37.50	243°33'33"	—	159.41
6	150.00	25°15'00"	33.60	66.10
7	37.50	130°32'05"	81.41	85.44



LOCATION MAP

AMERICAN ENGINEERING CO.
PHOENIX, ARIZONA

Return to:
American Eng. Co.
3012 W. Fairmount Ave
Phoenix, Az. 85017

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DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

CONTINENTAL HOMES, INC., an Ohio corporation, as owner of all of the following described premises, situated within the County of Maricopa, State of Arizona, to-wit:

lots 1 through 33 inclusive of WESTPORT BAY, a part of Dobson Ranch, as it appears in the books and records of the County of Maricopa County, Arizona, Book 187 Page 8

and located within Section 5 Township 1 South Range 5 East G&SRB&M, Continental Homes, Inc., an Ohio Corporation, hereinafter referred to as "Developer" or "Declarant", and desiring to establish the nature of the use and enjoyment thereof does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. No part of any dwelling constructed on any of said lots shall be used for living purposes until the entire structure is completed, nor shall any structure of a temporary nature be used as a dwelling on any lot in WESTPORT BAY, a part of Dobson Ranch, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto said lots in WESTPORT BAY, a part of Dobson Ranch, from outside the subdivision, except that a manufactured storage shed of dimensions not to exceed eight feet by ten feet in width and length and 7 feet in height may be placed behind the home on any lot, subject to approval by the Architectural Control Committee, as to placement on the lot, and subject to the limitations of paragraph 16 herein.

2. No single family dwelling shall be erected, permitted or maintained on any lot in WESTPORT BAY, a part of Dobson Ranch, that shall have a ground floor area of less than 800 square feet, except those lots restricted in paragraph 16.

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1 3. No hospital, sanitarium, hotel or motel of any kind or nature
2 shall be constructed, permitted or maintained on any of said lots, nor shall
3 any building on any of said lots be used or occupied for the care, lodging
4 or entertainment for hire of persons suffering from disease.

5 4. No billboards or other unsightly object shall be erected, placed
6 or permitted to remain on any residential lot except one Real Estate type
7 sign offering property for sale or rent, provided that said sign shall not
8 be larger than four (4) feet from the ground; no noxious or offensive
9 trade or activity shall be carried on upon any lot, nor shall anything be
10 done thereon which may be or become any annoyance or nuisance to the
11 neighborhood; provided, however, that these restrictions shall not prevent
12 the subdivider or builder from erecting temporary sales office, storage
13 and work yards, and advertising signs for the purpose of promoting sales
14 in said subdivision.

15 5. No facilities, including poles and wires, for the transmission
16 of electricity, telephone mess^{Unofficial Document} television or radio, except as
17 specifically provided herein, and the like shall be maintained above the
18 surface of the ground of any lot. If at the time of occupancy of the house
19 constructed on any lot there is available underground television antenna
20 connection cable, then no outside television or radio pole or antenna shall
21 be constructed, erected or maintained on any building or on any lot located
22 in such a manner as to be visible from the outside of any such building
23 except by and with the prior written consent of the Architectural Control
24 Committee. Such prior written consent for television antenna shall not
25 be required in the event said television antenna cable is not available for
26 connection at the date of occupancy of the house constructed on the lot;
27 however, no such antenna for a private dwelling shall be higher than ten
28 feet (10') above the highest point of the house. Upon the written demand
29 of the Architectural Control Committee and after availability of underground
30 television antenna connection cable, any private antenna shall be promptly
31 removed.

32 6. The aesthetic quality of the subdivision shall be maintained by

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1 an Architectural Control Committee formed as follows and exercising its
2 controls as herein provided:

3 a. The Architectural Control Committee shall be composed of
4 Joseph Contadino, Grant R. Gifford, and John W. Magura whose official
5 address shall be 4550 North Black Canyon Highway, Phoenix, Arizona, until
6 the Declarant is no longer a title holder of any lots in the subdivision
7 described herein; provided, however, that the Developer shall have the right
8 at any time during such period to remove any member of such committee and by
9 a recorded certificate to appoint a successor to said Committee. At such
10 time as the Developer is no longer a title holder of any of such lots, the
11 Developer shall make a reasonable effort to find three of the then Owners
12 who are willing to be members of the Architectural Committee and shall appoint
13 and designate these three Owners to be members of the Architectural Committee,
14 and they shall constitute the Architectural Committee as soon as they have
15 accepted the appointment and designation, and the Declarant shall cause at
16 that time a statement to be recorded in the records of Maricopa County,
17 Arizona, setting forth the names and official address or addresses of the
18 Architectural Committee thus appointed; provided, however, that the Owners
19 shall have the right and power by a written majority vote to appoint and
20 designate new members for the Architectural Committee, not to exceed three
21 in number, to replace any or all of the committee members at any time after
22 the Declarant is no longer an Owner, and a statement setting forth the names
23 and official address or addresses of the Architectural Committee thus appointed
24 by the vote of the then Owners shall be recorded in the records of Maricopa
25 County, Arizona. Failure to record statements concerning new appointments
26 to the Architectural Committee as provided in this paragraph shall not
27 vitiate or otherwise impair the effectiveness of such appointments.

28 b. Except as provided for in paragraph 6(a) hereof, in the event
29 of the death, disability, or resignation of any member of the Architectural
30 Committee, the remaining member or members shall constitute the Architectural
31 Committee and shall exercise all of the rights and powers granted to, and shall
32 have all the duties and liabilities imposed upon, the Architectural Committee

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1 by this Declaration and shall appoint a new member to replace and to exercise
2 the rights and powers of, and to have all the duties and liabilities of, the
3 deceased, disabled, or resigned member.

4 c. The Architectural Committee shall exercise the rights and
5 powers granted to it, and shall have the duties and liabilities imposed upon
6 it, by this Declaration, but may appoint and designate, by a majority vote, a
7 representative who shall have authority to exercise those rights and powers
8 and who shall have those duties and liabilities, on behalf of the Architectural
9 Committee, until the Architectural Committee, by a majority vote, shall revoke
10 his appointment and designation.

11 d. Neither the members of the Architectural Committee nor its
12 representatives shall be entitled to any compensation for services performed
13 pursuant to this Declaration, and the rights, powers, duties and liabilities of
14 the Architectural Committee conferred hereunder shall terminate twenty-five
15 (25) years from the date of this instrument and thereafter the approval pre-
16 scribed in Paragraph 6 (a) ab(Official Document) shall no longer be required unless prior to
17 the termination date hereof a written instrument shall have been executed by
18 the then Owners of a majority of the Lots appointing a successor committee
19 which shall thereafter exercise the same rights, and powers, and shall have the
20 same duties and liabilities, previously exercised by and imposed upon the
21 Architectural Committee.

22 e. No building, fence, wall or other structure shall be commenced,
23 erected, or maintained upon any lot, nor shall any exterior addition to
24 or change or alteration therein be made until the plans and specifications
25 showing the nature, color, kind, shape, height, materials and location of the
26 same shall have been submitted to and approved in writing as to harmony of
27 external design and location in relation to surrounding structures and
28 topography by the Architectural Committee. In the event said Committee fails
29 to approve or disapprove such design and location within thirty (30) days
30 after said plans and specifications have been submitted to it, approval will
31 not be required and this Paragraph 6 will be deemed to have been fully complied
32 with. This Paragraph 6 shall not apply to the installation, maintenance or

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1 alteration of structures and improvements in and upon the Properties by the
2 Developer.

3 7. No lot shall be used except for residential purposes. No building
4 shall be erected, altered, placed or permitted to remain on any lot other than
5 one detached single family dwelling not to exceed two stories in height and
6 a private garage for not more than three cars, except that a manufactured
7 storage shed of dimensions as provided for in Paragraph 1 hereof, subject to
8 approval by the Architectural Control Committee, as to placement on the lot,
9 and subject to the limitations of Paragraph 16 herein.

10 8. No dwelling shall be erected or placed on any lot having an area of
11 less than 4,500 square feet; nothing herein shall prohibit the owner of a
12 partial lot contiguous to a full lot owned by the same person from constructing
13 one single family residence on the combined complete and partial lot.

14 9. All yard areas of a lot (except for original driveways and carports)
15 which are visible from any street or other lot shall be used solely for the
16 planting of grass, trees, plants, and shrubs and shall not be used for any
17 other purpose including without limitation the parking or placing of vehicles
18 or equipment of any nature upon any part of such area. Driveways and carports
19 shall be used exclusively for parking motor vehicles which are in service and
20 are classed by manufacturer's rating as not exceeding three quarters of a ton,
21 and in no event shall such areas be used for parking recreational vehicles,
22 motor homes, mobile homes, travel trailers, tent trailers, trailers, campers,
23 boats or boat trailers; provided, however, such vehicles may be parked in
24 fully fenced side or back yards so long as such vehicles are not visible from
25 any street or other lot.

26 10. Each owner agrees, by the acceptance of his deed, not to interfere
27 with or obstruct the Established Drainage pattern over his lot from or to
28 adjacent or other lots, except that an Owner may modify the Established
29 Drainage over his Lot, for example, by installation of pipes or paving, provided
30 such modification is necessary for a permitted use of his lot, and provided
31 further that the modification of drainage does not unreasonably burden or
32 interfere with the use of other lots or the drainage to or from other lots. For

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1 the purposes of this clause, "Established Drainage" means the drainage that
2 existed at the time the overall grading of the properties and the landscaping
3 of each lot were completed by the Declarant.

4 11. No animals, livestock or poultry of any kind shall be raised, bred
5 or kept on any lot, except that dogs, cats or other household pets not to
6 exceed three (3) in number may be kept provided that they are not kept, bred
7 or maintained for any commercial purpose. All pets must be kept in a fenced
8 yard or on a leash.

9 12. Easements for installation and maintenance of utilities and drainage
10 facilities are reserved as shown on the recorded plat. Within these easements,
11 no structure, planting or other material shall be placed or permitted to
12 remain which may damage or interfere with the installation and maintenance of
13 utilities, or which may change the direction of flow of drainage channels in
14 the easements, or which may obstruct or retard the flow of water through
15 drainage channels in the easements. The easement area of each lot and all
16 improvements in it shall be an Unofficial Document continuously by Owner of the lot, except
17 for those improvements for which a public authority or utility company is
18 responsible.

19 There is an easement across the front of each lot within this sub-
20 division and across the street side of each corner lot, ten (10) feet wide and
21 is to be located within ten (10) feet of the front property line, and the
22 street side property line of each corner lot, which easement is dedicated by the
23 Developer for sidewalk purposes. Declarant has caused to be installed land-
24 scaping within the area between the front lot line and the sidewalk easement.
25 Each owner agrees, by the acceptance of his deed, to maintain the landscaping
26 within this area at the owner's own cost and expense, except for those areas
27 for which a public authority or utility company is or may be responsible.

28 There is an easement across each lot within this subdivision two (2) feet
29 wide, which easement begins one (1) foot from the front line of each lot, and
30 is an easement retained for the purpose of installation of a cable television
31 system.

32 13. Each lot within this subdivision is within the service area of the

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1 Salt River Valley Water Users' Association, and carries with it the right to
 2 delivery of irrigation water by the Salt River Valley Water Users' Association
 3 to each lot. Each owner agrees, by the acceptance of his deed that such deed
 4 acceptance does thereby appoint the Dobson Association, Inc., an Arizona
 5 corporation, as and to be his agent to accept delivery of the water to which
 6 each lot is entitled at a delivery point to be designated by the Dobson Associ-
 7 ation, and to transport said water across lands owned by the Dobson Association
 8 and the City of Mesa, a municipal corporation, for return into the system of
 9 the Salt River Valley Water Users' Association.

10 Each owner, by the acceptance of his deed, agrees that if he makes
 11 demand upon the Salt River Valley Water Users' Association for delivery of
 12 irrigation water to his lot, the Owner shall secure and furnish the Salt
 13 River Valley Water Users' Association with the rights of way necessary there-
 14 for, and shall pay or bear the full cost and expense to construct, install
 15 and re-establish delivery fac^{Unofficial Document} or such delivery to such lot, at his
 16 sole cost and expense, and at no cost and expense to Declarant or to the
 17 developer of the subdivision or the Dobson Association, Inc.

18 14. Each owner agrees by the acceptance of such deed to automatically
 19 become a member of the Dobson Association, Inc., an Arizona corporation, whether
 20 or not expressed in the deed, and agrees to abide by the rules, regulations
 21 and assessments and recognizes that non-payment of any dues or assessments
 22 levied by the Dobson Association is a lien against each lot as provided in
 23 the Declaration of Covenants, Conditions and Restrictions of the Dobson
 24 Association as recorded in the books and records of Maricopa County, Arizona,
 25 Books 10365 Pages 923 - 943.

26 15. These covenants are to run with the land and shall be binding on all
 27 parties and all persons claiming under them for a period of twenty-five (25)
 28 years from the date these covenants are recorded, after which time said
 29 covenants shall be automatically extended for successive periods of ten (10)
 30 years unless an instrument signed by a majority of the then owners of the lots
 31 has been recorded, agreeing to change said covenants in whole or in part.

32 16. No single family dwelling shall be erected, permitted or maintained

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1 on Lots 1 through 33 inclusive of WESTPORT BAY, a part of Dobson Ranch, with
 2 a ground floor area of less than 2,000 square feet exclusive of open porches,
 3 pergolas, attached garages or carports. No structure may be placed any closer
 4 than twenty (20) feet from the rear property line of the above mentioned lots
 5 except fence and swimming pool as approved by the Architectural Control
 6 Committee and the City of Mesa. No storage sheds may be placed on any of the
 7 lots enumerated in this paragraph, notwithstanding the terms of paragraphs 1
 8 and 7.

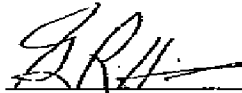
9 17. If any person shall violate or attempt to violate any of the
 10 covenants or restrictions herein, it shall be lawful for any person or persons
 11 owning any other lots in said subdivision to prosecute any proceedings at law
 12 or in equity against the person or persons violating or attempting to violate
 13 any such covenants or restrictions and either to prevent his or them from doing
 14 so or to recover damages or other dues for such violations provided, however,
 15 that a violation of these ^{Unofficial Document} covenants, or any one or more of them shall not affect
 16 the lien of any mortgage now of record, or which hereafter may be placed of
 17 record upon said lots or any part thereof.


18 18. Invalidation of any one of the easements, covenants, conditions or
 19 restrictions of this Declaration by judgement or court order shall not affect
 20 any other provisions of this Declaration, which provisions shall remain in
 21 full force and effect.

22 IN WITNESS WHEREOF, CONTINENTAL HOMES, INC., as Declarant, has caused its
 23 corporate name to be signed and its corporate seal to be affixed by the under-
 24 signed officer thereunto duly authorized this 10 day of DECEMBER,
 25 1976.

27 CONTINENTAL HOMES, INC.

28 APPROVED AS TO LEGAL FORM:

29 
 30 _____

30 By 
 31 Joseph Fontadino
 32 Chief Executive Officer

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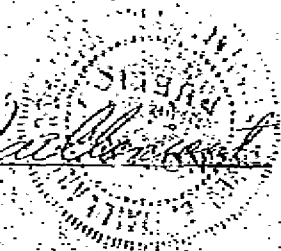
STATE OF ARIZONA)
) ss
County of Maricopa)

On this 10 day of DECEMBER 1976, before me, the undersigned Notary Public, personally appeared Joseph Contadino who acknowledged himself to be the Chief Executive Officer of CONTINENTAL HOMES, INC., an Ohio 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 by himself as Chief Executive Officer.

WITNESS my hand and official seal.

Lucas E. Vallentyne

Notary Public



My commission expires:
My Commission Expires Nov. 11, 1978

Unofficial Document

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

American Eng'g Co.

DEC 17 1976 12 30
in Docket 11992

on page 1269-1277

Witness my hand and official seal the day and year aforesaid.

Tom Fiestore

County Recorder

By *R. B. [Signature]*
Deputy Recorder 4.00

PIONEER NATIONAL TITLE INS. CO.

MI 12159pg 211

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Continental Homes Inc., an Ohio Corporation, as hereinafter referred to as "Declarant".

WITNESSETH:

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

Lots 1 through 33 inclusive and Tract A of Westport Bay, a part of Dobson Ranch as it appears in books and records of the County of Maricopa County, Arizona, Book 187 Page 8.

THE recordation of this Declaration shall constitute the annexation of the property described above to the Declaration recorded in Docket 10365, Pages 923 through 943 inclusive and Docket 10436, Pages 628 through 629 inclusive pursuant to the provisions of Article IX, Section 4 (b) of said last referred to Declaration.

NOW, THEREFORE, Declarant, the developer of the above described properties, hereby declares that all of the properties described above 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 all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to The Dobson Association, Inc., an Arizona Corporation, its successors and assigns.

Section 2. "Dobson Ranch" shall mean and refer to that development to be located in the City of Mesa, County of Maricopa, State of Arizona, as approved by the Mesa City Council. This development shall consist of Two Thousand (2,000) acres, more or less, and shall conform to the general plan and land use intensity as approved by the City Council of the City of Mesa, Arizona. The final development shall contain approximately Six Thousand (6,000) residential units, as set forth in the general plan and land use intensity as previously approved by the City Council of the City of Mesa, Arizona.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including any condominium unit, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association, as provided in Article IX Section 4 herein.

I do hereby certify that this instrument is a true and correct copy of the original as recorded in the records of Maricopa County, Arizona, at the request of _____

APR 7 1977 - 8 00 D. C. 12159 Page 211-217

PIONEER NATIONAL TITLE INS. CO.

R. B. Brown

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Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract A of Westport Bay, a part of Dobson Ranch as it appears in books and records of the County of Maricopa County, Arizona, Book 187 Page 8.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, which plot of land is sold and used for residential purposes and uses, or shall mean and refer to any condominium unit.

Section 7. "Declarant" shall mean and refer to Continental Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Developer" shall mean and refer to any person or entity which is or may be sub-dividing and/or selling residential lots as a portion of Dobson Ranch, or constructing residential dwellings for sale to individual buyers.

ARTICLE II PROPERTY RIGHTS

Section 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 facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) 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 owners agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 2. The Association shall have four (4) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Developer and Declarant, of lots upon which are constructed a single family detached home, and shall be entitled to one vote for each site owned. When more than one person owns any site, all such persons shall be members. The vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any site.

Class B. The Class B member shall be all owners, with the exception of the Developer and Declarant, of all townhouse lots and shall be entitled to one vote for each townhouse lot owned. When more than one person owns any townhouse lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any townhouse lot.

Class C. Class C members shall be all owners, with the exception of the Developer and Declarant, of condominium units and shall be entitled to one vote for each condominium unit owned. When more than one person holds an interest in any condominium unit, all such persons shall be members. The vote for any such condominium unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any condominium unit.

Class D. The Class D member shall be the Developer or the Declarant and shall be entitled to three (3) votes for each lot or condominium unit owned. The Class D membership shall cease and be converted to Class A, Class B, or Class C membership, whichever is appropriate, on the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A, Class B, and Class C memberships equal the total votes outstanding in the Class D membership, or

(b) The 1st day of June, 1980.

Section 3. For the purpose of this Article only, and in order to pursue the development plan as set forth in the general plan of development as previously approved by the City of Mesa, FHA, and VA, the Declarant shall be considered to be the owner of Six Thousand (6,000) lots, less the number of residential units or lots sold to individual purchasers.

Section 4. In the event the general plan of development is not pursued to completion and an affirmative statement of abandonment of any or all parts of the general plan previously approved by FHA/VA and the City of Mesa, is recorded in the office of the County Recorder of Maricopa County, Arizona, then, in such event the voting power of the Six Thousand (6,000) lots as set forth above shall be reduced by the number of lots so abandoned.

Section 5. In the event that Developer shall make a "constructive abandonment" of the general plan of development, then, and in such event, the voting power of the Six Thousand (6,000) lots as set forth above shall be reduced by the number of lots so constructively abandoned. For the purposes of this section, a "constructive abandonment" shall be deemed to have occurred when Developer shall not have made any construction starts for a period of (1) year, or shall have made no substantial progress towards planning or preparation for continuation of the general plan of development. A constructive abandonment shall not occur if the lack of construction starts, planning or preparation shall be due to strikes, acts of God, war, riot, insurrection, or other acts which are beyond the control of the Developer.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.
The Declarant for each lot owned within the properties, hereby covenants, and

each owner of any lot by acceptance of a deed therefor, 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 or charges, 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 or lots owned by the member of the Association and shall be continuing lien upon his lot or lots against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. In order to promote civic betterment and social improvements for the common good of this community, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of this development and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the covenant of the first lot to an owner, the maximum annual assessment shall be one hundred thirteen dollars and forty cents (\$113.40) per lot or condominium unit.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors ^{Unofficial Document} may fix the annual assessment at an amount not in excess of the maximum.

Section 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 only for the 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 or replacement of damaged or destroyed common elements, provided that any such assessment 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 this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than (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. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, provided, however, that Developer may pay a scaled down rate which shall be not less than twenty-five percent (25%) of the fixed uniform rate for lots which are developed but unsold and unoccupied.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following 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 sent to every owner subject thereto. The due dates 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.

Section 8. Effect of Nonpayment 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 six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or Abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage, and be subordinated to the lien of assessments imposed by the covenants, conditions and restrictions relating to any lot or unit which is sold in a townhouse development or a condominium development with separate common area and a homeowners association. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure 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 for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

USE OF WATER RIGHTS

Section 1. Declarant is the owner of certain rights to water

appropriated and appurtenant to the land hereinabove described. Declarant has the right to require the Salt River Valley ^{Unofficial Document} Water Users' Association to deliver said water to the highpoint along the border of each quarter section within said land. Declarant has appointed, and does hereby appoint, the DOBSON ASSOCIATION, INC., an Arizona corporation, as and to be its agent for the purpose of accepting delivery of all water to which Declarant is entitled, or any portion thereof, at a point to be designated by the DOBSON ASSOCIATION, INC., for use on land owned by said DOBSON ASSOCIATION, INC. This appointment of DOBSON ASSOCIATION, INC. as agent is made pursuant to an agreement between Declarant and the Salt River Valley Water Users' Association, among others, and may be completely or partially revoked by Declarant, or its successor or successors in accordance with the provisions of said agreement. In no event is this appointment to be deemed an assignment of Declarant's water rights, Declarant retaining the rights to all waters hereinbefore appropriated to beneficial use on Declarant's lands.

Section 2. Declarant is the owner of certain lands within the above

described property which will be conveyed to the Association as the Common Area herein referred to. Water rights appurtenant to said land to be conveyed to said Association will then be owned by the Association, and the Association will be required to make such payments to such agencies and entities as are or may become due in order to protect and preserve said water appropriation. Included in such required payments shall be payment of the base assessment for such water by the Association, and payment of a single membership share in the cost of maintaining the structures in which said water is to be transported, stored and used, as determined by the Board of Directors of the Dobson Association, Inc., and other expenses necessary in the upkeep and maintenance of said common areas.

ARTICLE VI

MAINTENANCE OF COMMON AREAS

The common areas owned by the Association shall be divided into a lake

area used for water recreational purposes, and dry land common area appurtenant and adjacent to said lake. The Association shall provide maintenance upon said common areas as required, such maintenance to include, but not be limited to, care of trees, shrubs, grass, walks, picnic facilities, dock areas, and other dry land uses appurtenant to said lake, as well as maintenance upon said lake area, including maintenance of the lake bed, walls, sides, and retarding of growth of water weeds, algae, and other water growth. The Association shall be responsible for including in the monthly assessment an amount sufficient to pay the base assessment for water used in said lake system, and for making the required periodic payments to the Salt River Valley Water Users' Association as billed to the Association by said Water Users' Association.

ARTICLE VII
USE RESTRICTIONS

Section 1. Said premises are hereby restricted to use related to water recreational activities, including boating in sail boats, row boats, canoes, paddle boats, and boats propelled by electric motor of 3 horsepower or less. Under no circumstances will propulsion be permitted by internal combustion engines of any size or horsepower rating. The above enumeration of types of boats which may be used on said premises is restrictive, and no use will be permitted which is not included therein. Swimming may be permitted in the Common Areas in designated areas, as determined by the Board of Directors of the DOBSON ASSOCIATION, INC. The dry land Common Areas next to and appurtenant to the lake area shall be used for appropriate dry land recreational uses, including but not limited to swimming, hiking, bicycles on designated bicycle paths, the launching of water vessels in designated areas, and other appropriate dry land uses appurtenant to said lake. The Common Areas appurtenant to said lake owned by the Association shall not be used for equestrian purposes, nor shall any motor driven vehicle be used upon Common Areas except in designated parking areas or as may be permitted by the Board of Directors of the Association. The foregoing restrictions shall not be deemed to be applicable to any Municipal policing authority or any security force employed by the Association for the purpose of protection of the public interest.

ARTICLE VIII
EASEMENTS

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There is hereby created a blanket easement upon, across, over and under the common area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones and electricity, a master television antenna system and a cable television system. The City of Mesa, a municipal corporation, is hereby granted as easement to transport water owned by the City of Mesa across the Common Areas to be owned by the Association to land owned by the City of Mesa and to be used for recreational facilities. The City of Mesa will grant an easement to the Association across lands owned by the City for the purpose of transporting water, the rights to which are appurtenant to the property owned by the Declarant or its successors in title. By virtue of this easement it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary facilities and other necessary equipment on said property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said premises except as initially programmed and approved by the Developer of that development known as DOBSON RANCH. This easement shall in no way affect any other recorded easements on said premises.

Each common element shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. Notwithstanding any provision herein to the contrary, any encroachment permitted herein shall not exceed one (1) foot.

For each lot which abuts said lake common area, there is also created an easement for the purpose of construction of a dock over the lake common areas owned by the Association, said dock to be cantilevered and to extend no more than six

• (6) feet onto said common area. The plans for said deck shall be submitted in advance of construction to the Board of Directors of the DOBSON ASSOCIATION, INC. for approval.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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 automatically 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 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members, except provided in Article IX, Section 4 (b) herein.

(b) Additional residential property and common area within the area shown on the general plan of Dobson Ranch, as approved by the City Council, City of Mesa, Maricopa County, Arizona, may be annexed by Declarant without the consent of Class A, Class B, or Class C members within seven (7) years of the date of this instrument, provided that the FHA and VA determine that the annexation is in accordance Unofficial Document general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class D membership the following will require the prior approval of the Federal Housing Administration of the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, CONTINENTAL HOMES, INC., 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 29th day of MARCH, 1977.

APPROVED AS TO ^{legal} FORM ONLY:

Donald J. Jacobs

CONTINENTAL HOMES, INC.

By Joseph Contadino
Joseph Contadino
President

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this 29 day of MARCH, 1977, before me, the undersigned Notary Public, personally appeared Joseph Contadino who acknowledged himself to be the President of CONTINENTAL HOMES, INC., an Ohio 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 by himself as President

WITNESS my hand and official seal.

My Commission Expires:

Tara E. Vallant
Notary Public

My Commission Expires: 12/31/1978