

Recorded at the request of and  
When Recorded Return to:

Indian Hills Airpark Association  
P. O. Box 1113  
Salome, AZ 85348-1113

**AMENDED DECLARATION  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
INDIAN HILLS AIRPARK ASSOCIATION**

This Amended Declaration of Covenants, Conditions and Restrictions for Indian Hills Airpark Association amends those previously recorded Nos. 88-6028, 89-2074, 92-3482, 95-03532, 98-03728, 2000-01241, 2002-01699 and 2010-04820 in La Paz County, Arizona, and is made as of the date herein set forth by K.R.C. Development Company, an Arizona Corporation, and by the Indian Hills Airpark Association, an Arizona Non-Profit Corporation ["Declarant"]. [5-89, 7-92, 7-95, 7-98, 3-00, 3-02, 4-03, 2-10, 1-18]

WHEREAS, Declarant is the owner of certain real property located within La Paz County, Arizona, described as follows:

Lots 1 through 77, Inclusive;  
Lots A1 through A6, Inclusive;  
Lots B1 through B11, Inclusive;  
Indian Hills Airpark

According to the Amended Plat of Record  
In Recorder Number 92-3481,  
Official Records of La Paz County,  
Recorded in La Paz County, Arizona \*[5-89]

and desires to submit and subject the property, including the improvements constructed and to be constructed thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of this Declaration;

WHEREAS, Declarant desires to develop the property as an aviation-related residential and commercial center and to impose upon the property beneficial covenants, conditions and restrictions for the benefit of the property, the improvements thereon, and the owners thereof; and whereas, the provisions contained within this declaration are intended to benefit the owners and their successors in interest who hold an ownership interest in all or any portion of the property.

NOW THEREFORE, Declarant herein declares that the property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, used and improved subject to the following limitations, restrictions, covenants, conditions, easements and equitable servitude, all of which shall run with the property, shall be binding upon all parties having or acquiring any right, title or interest therein, shall inure to the benefit of and bind each owner thereof

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\* Indicates date(s) of revision(s).

and their respective successors in interest, and shall be enforceable as hereinafter provided.

1. **DEFINITIONS:** Unless expressly set forth herein, the following terms shall be defined for purposes of this Declaration as follows:

A. **"Airport Facilities"** shall mean the Indian Hills Airpark runway, taxiways and roadways located within the private easements as outlined in the amended Indian Hills Airpark Subdivision Plat, together with all facilities now or hereafter constructed thereon or otherwise subject to the control of Declarant. \*[5-89]

B. **"Indian Hills Airpark Association"** shall mean and refer to Indian Hills Airpark Association, an Arizona Non-Profit Corporation, its successors and assigns. **"Airpark Members"** shall mean members of the Indian Hills Airpark Association. \*[7-95]

C. **"Architectural Committee"** shall mean the Architectural Committee to be formed pursuant to Paragraph 3 of this Declaration.

D. **"Assessment"** shall mean any assessment or charge against a lot or owner[s] thereof, authorized by this Declaration pursuant to Paragraph 7, by the Indian Hills Airpark Association "Airpark Association". **"Expense Assessment"** shall mean any assessment deriving from enforcement of this Declaration.

E. **"Declarant"** shall mean K.R.C. Company, an Arizona corporation, its successors and assigns.

F. **"Declaration"** shall mean this Amended Declaration of Covenants, Conditions and Restrictions for Indian Hills Airpark Subdivision, as and if amended.

G. **"Improvement"** shall mean any building, fixture, paving or other improvement including additions, alterations or replacements thereof, now or hereafter constructed on the property.

H. **"Landscaping"** shall mean any trees, bushes, rock or similar materials now or hereafter placed on the property.

I. **"Lot"** shall mean the numerically designated lots shown on the amended Plat. **"Residential Lots"** shall mean Lots I through 77 inclusive, and Lots A3, A4 and A5, **"Commercial-1 Lots"** shall mean Lots A1, A2 and A6 inclusive, and **"Commercial-2 Lots"** shall mean Lots B1 through B11 inclusive. \*[5-89]

J. **"Owner"** shall mean any person or entity now or hereafter owning an interest, whether legal, equitable, under deed, contract for sale, or otherwise, in the property or any portion thereof; provided, however, that "Owner" does not mean a person or entity whose interest in the property or any portion thereof is limited to that of holder of a lien or encumbrance.

K. **"Primary Surface"**, also referred to as the **"CLEAR ZONE"** on the Plat Drawings, shall mean a surface longitudinally centered on the runway portion of the Airpark facilities. The Primary Surface shall extend two hundred [200] feet beyond each end of that runway and shall be deemed to have a minimum width of one hundred [100] feet. The elevation of any point on the



Primary Surface shall be deemed to be the same as the elevation of the nearest point on the centerline of the runway.

L. "Taxiway" shall mean the following ways dedicated on the recorded amended Indian Hills Airpark Subdivision Plat:

- |                      |                         |
|----------------------|-------------------------|
| [1] Cherokee Way     | [2] Skyhawk Way         |
| [3] Indian Hills Way | [4] Apache Way * [5-89] |

M. "Violation" shall mean any violation or attempted violation of, failure to comply with, or other breach or attempted breach of any provision in this Declaration or any instrument executed in conjunction with or under authority of this Declaration, including but not limited to Articles of Incorporation, Bylaws and rules and regulations of the Indian Hills Airpark Association whether by any owner of all or any portion of the property or lessees, guests, invitees or other occupants of the property or any other party subject to this Declaration, their respective successors and assigns.

N. "Transition Zone" shall mean that area designated as "Runway Easement" dedicated on the Amended Plat of record of Indian Hills Airpark Subdivision and the 200 foot extension on each end of the runway and shall include airspace above places beginning at the edge of the clear zone and extending north and south respectively, rising one foot for each five feet six inches of horizontal distance [5.5:1], and shall include airspace above places beginning at the east and west ends of the clear zone and extending east and west respectively, rising one foot for each twenty feet of horizontal distance [20:1]. \* [5-89, 7-98]

1. "Runway Easement" as designated in Paragraph N above shall not be construed as an easement for ground traffic. The "Transition Zone" is the property of the individual lot owners to be used by them pursuant to the applicable provisions of this Declaration. \* [7-98]

O. "Aviation Fuel" shall mean any fuel used to propel an airplane whether such fuel be strictly aviation fuel, automobile gas or otherwise.

P. "Junk" shall mean any old or scrap metal, rope, rags, batteries, paper, trash, wood (excluding wood used for heating purposes), rubber debris, plastics, dismantled or wrecked motor vehicles or parts thereof, old buildings, iron, steel and other scrap materials, trailers, wrecked or dismantled mobile homes and appliances. Motor vehicles, which have been inoperable or unregistered for six (6) months, are considered junk. \* [Added 2-99]

Q. "Runway Building Envelope" shall mean and apply to all Lots which border the runway and shall begin at the north or south edge of the Runway Easement, which is one hundred sixty-seven (167) feet from the centerline of the Runway continuing to the north and south boundary of each runway Lot. The Runway Building Envelope shall be limited in height by continuation of the slope of 5.5:1 as defined in Paragraph 1(N) herein, extending throughout the Runway Building Envelope. \* [Added 1-18]

2. USE OF PROPERTY: Except as otherwise set forth herein, the use and improvement of the property shall be in accordance with covenants, conditions and restrictions herein set forth in accordance with applicable governmental law, including without limitation, the zoning ordinances of the County of La

Paz and rules and regulations of the Federal Aviation Authority, as they may be amended or expanded from time to time.

A. The Indian Hills Airpark has a runway weight limitation of 6,000 pounds manufacturer's gross weight, piston-driven, fixed wing aircraft only, emergency and/or government vehicles exempted. \*[Added 7-98]

B. Lots 1 through 77, A3, A4, and A5 shall be single family residential lots and subject to the following additional restrictions:  
\*[2-02]

[1] No manufactured home shall be less than 20 feet in width and no more than one year old at the time of placement on the lot. \*[7-98]

[2] No manufactured home shall be less than 1,000 square feet of living space. \*[7-98]

[3] All manufactured homes moved onto a lot in this subdivision shall be affixed to a permanent foundation.

[4] All manufactured home units are required to have exterior of fir, exterior plywood, painted hardboard [Masonite] or lapping of stucco.

[5] All manufactured homes are required to have tile, cedar, shake or composition roofs.

[6] Within one year after placement of a manufactured home on the lot, the owner shall cause to be constructed on the lot a hangar in accordance with Paragraph [9] below. \*[2-99, 2-02]

[7] Any constructed home placed on a lot within this subdivision shall have a minimum square footage of 1,000, a minimum width of 20 feet, and be compatible with the manufactured homes or other structures in the subdivision. All plans are subject to prior approval by the Architectural Committee. \*[7-98, 03-00]

[8] Within one year after placement of a constructed home on the Lot, the owner shall cause to be constructed on the lot a hangar in accordance with Paragraph [9] below. \*[2-99, 2-02]

[9] No hangar shall be less than 40 feet wide by 30 feet deep and is subject to prior approval by the Architectural Committee.

[10] A hangar-house shall be a minimum of 40 feet wide by 30 feet deep of hangar space and a minimum of 800 square feet of living space, all to be included under one roof, to be approved by the Architectural Committee.

[11] Building setbacks on all lots within Indian Hills Airpark will be in accordance with the following: \*[7-98]

[a] Except as outlined in subparagraph [b][ii] below, no building shall be constructed less than seventy feet [70'] from the centerline of any taxiway. \*[7-98]

[b] Corner lots which have taxiways on two [2] sides will



conform to the following: \*[7-98]

[i] No building shall be constructed less than seventy feet [70'] from the centerline of the primary taxiway used for ingress and egress to said building. \*[7-98]

[ii] No building shall be constructed less than fifty-seven feet [57'] from the centerline of the secondary taxiway which is not normally used for ingress and egress to said building. \*[7-98]

[iii] All other requirements listed in Paragraphs [c], [d] and [e] below shall apply. \*[7-98]

[c] No building shall be constructed less than five feet [5'] from the property line of any adjoining lot. \*[7-98]

[d] Notwithstanding Paragraph 11[c] above, no building on the south side of Indian Hills Way or on the north side of Skyhawk Way shall be constructed less than twenty-five feet [25'] from the rear of the lot. \*[7-98]

[e] No building shall be constructed less than one hundred sixty-seven feet [167'] from the centerline of the runway. \*[7-98]

[12] The use of improvements on all lots shall be aviation-related as determined by a majority of the Board of Directors and a majority of the Architectural Committee. \*[2-99]

C. Lots A1, A2, and A6 and Lots B1 through B11 shall be commercial lots and shall be subject to La Paz County zoning ordinances and all terms and conditions of this Declaration. \*[7-98]

[1] Notwithstanding Paragraph C above, no lot, commercial or residential, will be used to conduct any business, which is not considered beneficial to the Airpark operation and aviation-related as determined by a majority of the Board of Directors.

### 3. ARCHITECTURAL CONTROL

A. No improvement or landscaping shall be commenced or erected on any lot, nor shall any lot in any way be subdivided, until plans showing plot plan and proposed improvements, landscaping and/or subdividing, as the case may be, including, but not limited to, paved areas, landscaping details, building and storage areas, screening, parking and loading areas, design and type of construction, elevation, roof design, exterior color scheme, fence and barrier design, lot dimension and size and/or all other pertinent engineering and/or exterior features [the 'plans'] are approved by the Architectural Committee. Prior to commencing such construction, improvement or subdividing of any lot, plans providing the foregoing information shall be submitted to the Architectural Committee for approval. All Architectural Committee members are to be notified of each proposed project and, prior to 30 days after the submission, respond with a majority of three [3] or more votes for approval or disapproval. In the event the Architectural Committee fails to indicate its approval or its disapproval of the plans within 30 days after submittal of complete and thorough plans and a written request to the Architectural Committee to indicate its approval or disapproval thereof, the

Architectural Committee shall be deemed to have approved such plans. After Architectural Committee approval of plans, the construction, improvement or subdividing contemplated thereby may be commenced and, once commenced shall be expeditiously prosecuted to completion; provided, however, that such construction, improvement or subdividing shall be in strict conformity with the approved plans, the provisions of this declaration and applicable law. Further, no structure or landscaping shall be constructed, placed or allowed to grow into the transition airspace. \* [2-99]

B. The members of the Architectural Committee shall be designated by Declarant until the first to occur of the following:

[1] All lots within the property have been sold by Declarant; or

[2] Declarant transfers responsibility for the Architectural Committee to the owners, as evidenced by at least fifteen [15] days prior written notice to all then owners of lots. Upon the first to occur of the foregoing, the Architectural Committee shall then consist of five [5] of the owners, to be elected by a majority of the owner/members of the Association. \* [7-98]

C. Except for the Architectural Committee designated by Declarant pursuant to Paragraph 3.B above, the Architectural Committee shall be subject to the following:

[1] Members of the Architectural Committee shall be elected at each Annual Meeting of the owners' Association and at special meetings of the owners' Association called for that purpose and shall serve until they resign, are no longer able to serve or until the next election of members to the Architectural Committee.

[2] A member of the Architectural Committee need not be, but may be, a member of the Board of Directors of or an officer of the Airpark Association. No member of the Architectural Committee shall be required to be an architect or to meet any other particular qualifications for membership.

[3] The Architectural Committee shall be authorized to serve any lot owner notice to remove or properly dispose of junk of any kind which has accumulated on his lot. If the lot has not been cleaned to the satisfaction of the Architectural Committee within thirty (30) days from the date the notice is received by the lot owner, the Committee or their representative, shall have the right, power and privilege to enter upon such lot, without liability therefor, to remove and dispose of any and all junk which initiated the notice. All expenses incurred as a result of such action shall be reimbursed by the lot owner in accordance with Section 9 [B] of this Declaration. \* [2-99]

[4] Except as otherwise set forth in this Declaration, the procedural provisions, including, but not limited to, the calling of meetings, quorums, record keeping, voting, action without meeting, waiver of notice of meetings, vacancies and compensation [sic], governing the Board of Directors of the Airpark Association, as set forth in the Articles of Incorporation and Bylaws for the Airpark Association shall also apply to and govern the Architectural Committee.



D. The approval by the Architectural Committee of any matter requiring its approval pursuant to the provisions of this Declaration shall not be deemed to constitute a waiver of any requirement or restriction imposed by this Declaration or of any right of the Architectural Committee to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for its approval.

E. Neither the Architectural Committee nor any member thereof shall be liable to any owner, or to any other party for any damage, loss or prejudice claimed on account of: [1] the approval or disapproval of any plans, drawings specifications or similar matters by the Architectural Committee, whether or not defective; or [2] the construction or performance of any work, whether approved by the Architectural Committee; provided, however, that with respect to the liability of a member of the Architectural Committee, such member has acted in good faith on the basis of such information as may be possessed by him. \*[5-89]

4. LIMITATIONS ON IMPROVEMENTS: Any and all improvements now or hereafter constructed or placed on the lots or any portion thereof, including any additions, alterations or replacements thereto, shall be constructed, repaired and maintained in accordance with the following: \*[2-99]

A. For all Lots which border the runway, all Improvements shall commence, at a minimum, at the building setback line, which is one hundred and sixty-seven (167) feet from the centerline of the runway. For the purpose of determining the elevation at the building setback line use the definition in Paragraph 1 (K) "Primary Surface". In no case shall any structure exceed twenty-five feet (25') in height or project into the airspace easement. \*[5-89], [7-98], [02-10], [1-18]

1. **Transitions Zone**: No Improvements or landscaping shall be constructed or maintained in the Transition Zone, which commence fifty feet (50') from the runway centerline, that penetrates the slope of 5.5:1 as defined in Paragraph 1(N) "Transition Zone": herein. \*[1-18]

B. \*[DELETED 1-18]

C. All signs or similar items shall be in conformity with applicable law, including but not limited to the sign ordinance for the County of La Paz, as amended. The placing of a sign or similar item on a lot shall be deemed to constitute an improvement for purposes of this Declaration and shall be subject to the prior approval of the Architectural Committee in accordance with Paragraph 3. No sign shall be placed which will impede flight or taxiing operations of aircraft.

D. All outside storage areas will be screened on all sides with a screen approved by the Architectural Committee in accordance with Paragraph 3, and nothing shall be stored therein which will project above the top of the screen.

\*[2-99]

E. Any dock and/or loading facilities on a lot shall be designed and placed on the side or rear of the lot and major improvements thereon [in relation to adjacent streets] shall be subject to screening in accordance with paragraph D.

F. \*[DELETED 2-99]

G. All flood, spot or other lights placed on each lot shall be placed so that the direct, indirect or reflected light therefrom shall not unreasonably disturb the owners or occupants of other property or lots. No light shall be so placed or arranged as to blind the operation of aircraft taxiing, landing or taking off.

H. The exterior of all improvements requiring paint [based on the nature of the surface material utilized and excluding decorative materials not customarily painted] shall be painted and maintained to provide a neat appearance at all times. Any change in exterior color scheme shall require prior approval of the Architectural Committee in accordance with Paragraph 3. Metal hangar facilities need not be painted provided they are at all times maintained to provide a neat appearance. \*[5-89]

I. All parking, taxiway and similar areas on lots, including but not limited to driveways and aprons, shall be paved with a hard-surface material and maintained in a dust-free condition.

J. No parking is allowed on streets or taxiways. Off-street parking areas shall be included on each lot as required by applicable law, including but not limited to the Building Ordinance imposed by the County of La Paz, as amended from time to time. The Architectural Committee shall have the right, as a condition of a plan for improvements, to require an increase in the amount of parking on a lot should the existing and/or intended use of that lot warrant such increased parking. The Architectural Committee is hereby granted the power to remove any obstacle, thing, or parked vehicle from the primary surface or taxiways upon a finding that it is a hazard to aircraft operation and may charge a reasonable fee for such removal to a safe location.

K. The overall drainage berms and ditches in the Subdivision provided for drainage shall not be altered by any lot owner or owners without the written consent of the Architectural Committee and the Board of Directors. \*[2-10]

5. **LOT DIMENSIONS AND SUBDIVISIONS:** Lot dimensions and subdividing shall be in accordance with the following:

A. Minimum lot street frontage shall be one hundred [100] feet.

B. Minimum lot size shall be sixteen thousand [16,000] square feet.

C. Separate lots or parcels resulting from the subdivision or other splitting of a lot shall be at least sixteen thousand [16,000] square feet in area, and shall front on an existing street or on a street established or dedicated at the time such lot is divided, unless the Architectural Committee shall in writing approve a modification to the foregoing. No lot abutting the airstrip may be divided into parcels of less than the original platted configuration.

D. Any two [2] or more lots may be combined into one [1] lot provided the resulting lot is not less than the minimum lot size pursuant to Paragraph 5.B and in all other respects satisfies the provisions and requirements of this Declaration.



E. Lots may be subjected to horizontal property regimes as defined in and in accordance with the provisions of Section 33-551, et seq., Arizona Revised Statutes, as amended, and other applicable law, provided:

1. The improvements within and use of the horizontal property regime created thereby in all respects, conforms to the provisions of this declaration and

2. The non-improvement areas surrounding the improvements on such lots are defined as common areas for the use and benefit of all owners in such horizontal property regimes.

F. All subdividing or splitting of lots, as set forth above, shall be subject to the prior approval of the Architectural Committee, in the manner set forth in Paragraph 3 above, the County of La Paz, if required by ordinance, and any other governmental body having jurisdiction over the lots.

6. **USE AND MAINTENANCE:** All lots and the improvements and landscaping thereon shall be used and maintained in accordance with the following:

A. All lots and the improvements and landscaping thereon shall be kept in a safe, clean and attractive condition and good state of repair in compliance with all governmental laws. All lots or portions thereof shall be kept free of weeds either by the owner or at the owner's expense. Weed control shall be under the direction of the Architectural Committee, and owners will be notified when clearing is needed. If the problem is not resolved within thirty (30) days from date of notice, the Architectural Committee will arrange for the clearing, without liability therefor, of each lot involved. Payment will be made from Association funds for labor expended, and individual owners billed for their share in accordance with Article 9[B] of this Declaration. \*[2-99]

B. No lot or portion thereof shall be used for any purpose or business which is dangerous or unsafe, which constitutes a nuisance, or is in any way obnoxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise. Normal aircraft operations by Association members shall not be deemed a nuisance. \*[2-99]

C. The owner and/other occupant of each lot will remove at its own expense any rubbish or junk or any character whatsoever which accumulates on its lot. \*[2-99]

D. During the course of any placing of landscaping on or construction of improvements on a lot, including additions, alterations or repairs thereto, such placing or construction shall be conducted in a manner which does not interfere with the use and possession of other lots within the property, nor shall it interfere with aircraft operations; all landscaping and construction materials and equipment shall be stored and operated in a neat and orderly fashion. Upon conclusion of any placing or construction, all excess landscaping and constructing materials, equipment and debris shall be promptly removed from the construction site.

E. Owners and/or other occupants of lots shall require their respective employees, tenants or customers to park in the parking area on each lot and not on streets within the property.

F. Aviation fuel shall not be stored or dispensed on any lot for commercial sale, whether at wholesale or retail. Aviation fuel may be stored and dispensed on a lot solely for the private use of the owner[s]. \*[7-98, 2-99]

G. The Runway Primary Surface shall be considered as Airport Facilities and shall be accessible for improvements and maintenance by the Association. \*[Added 2-99]

H. No owner of any lot in the Airpark or their respective successors in interest, shall voice objections to the operation of the Airpark for its intended purpose as a residential airpark with aircraft operations as desired by the residents within the limitations of Paragraph 2(A) of this Declaration. \*[Added 2-99]

7. **INDIAN HILLS AIRPARK ASSOCIATION:** The Indian Hills Airpark Association shall have the right and responsibility of maintaining, repairing, replacing, operating and otherwise providing for continued use and operation of airport facilities, to the extent permitted by and consistent with the provisions of the applicable laws and this Declaration. The Indian Hills Airpark Association shall be formed and operated in accordance with the following:

A. Declarant will incorporate the Indian Hills Airpark Association at or prior to the time of the first sale of an airpark lot by Declarant. Owners of airpark lots shall, by virtue of their ownership thereof, automatically become Airpark members upon their acquisition of a lot in the Indian Hills Airpark Subdivision and liable for assessment, and shall automatically cease to be Airpark members when they cease to be an owner.

Airpark members shall have the authority to adopt bylaws and regulations necessary to carry out their duties of maintenance of airpark facilities; it shall be the responsibility of the Airpark members and shall be allocated to the Airpark members and collected by the Airpark Association through assessment in accordance with this declaration. \* [5-89]

B. Owners of each lot in the Subdivision, whether residential or commercial, shall bear responsibility for, and shall from time to time be assessed [through the Airpark Association assessment] by the Indian Hills Airpark Association for an equal portion of the total assessment obligation as determined by the Board of Directors. \*[7-95]

C. Control of the Indian Hills Airpark Association having been transferred to the Airpark members by Declarant, the Indian Hills Airpark Association shall be controlled by Airpark owner/members in accordance with Arizona Revised Statutes applicable to nonprofit corporations, and the Articles of Incorporation, the Amended Bylaws and the Amended Covenants, Conditions and Restrictions of the Indian Hills Airpark Association. Each lot owner shall have an equal membership interest in the Indian Hills Airpark Association. \*[5-89, 7-95]

8. **RIGHT TO ENFORCE:** As long as Declarant retains an interest of any kind, whether ownership, lienholder or other right, Declarant shall, without liability for failure to do so, have the right to enforce the provisions of this Declaration. The Indian Hills Airpark Association shall have the concurrent right to enforce all provisions of this Declaration.



9. **ENFORCEMENT**: The provisions of this Declaration, including any violation of this Declaration, may from time to time be enforced in accordance with the following:

A. Appropriate proceeding at law or in equity against any person or entity violating or attempting to violate any provision of this Declaration, including, but not limited to, proceedings to enjoin, restrain and/or recover damages.

B. In the event any owner or other occupant of a lot shall commit a violation, including, but not limited to, failure to comply with any provision of Paragraph 6, and such violation is not corrected within fifteen [15] days after written notice thereof from Declarant or the Indian Hills Airpark Association, the Declarant, the Indian Hills Airpark Association, their respective agents or representatives shall have the right, power and privilege to enter upon such lot and make any and all corrections or improvements that may be necessary to correct such violation; to charge the owner of such lot for the expense incurred in such correction through an expense assessment by Declarant or the Indian Hills Airpark Association and within ten [10] days after demand for reimbursement to pursue any and all available rights and remedies against such owner and/or lot pursuant to this Declaration and/or applicable law, including the right to lien such lot for such expense assessment.

C. If any assessment is not paid within fifteen [15] days after the due date thereof, the unpaid balance shall bear interest from the date of delinquency until paid, at the highest legal rate allowed by law. The amount of such unpaid assessment, together with interest thereon and attorneys' fee and other costs incurred in collection or enforcement thereof, shall be a lien upon the lot against which assessments were made [i.e., "the liened lot], and shall be the personal obligation of the owner of the liened lot as of the time a notice of such lien is recorded in the Office of the La Paz County Recorder, Arizona, prior to any such sale or transfer of the liened lot or, in the event any such successive owner acquires the liened lot, with notice or knowledge of such lien.

Except as set forth in Paragraph 10 below, the lien for any assessment shall be subordinate to the lien of any deed of trust or mortgage now existing or hereafter placed upon any lot. In addition to all other legal and equitable rights and remedies available hereunder, an action at law may be brought against any owner who is obligated, to pay any sum due hereunder, and/or a liened lot may be judicially foreclosed against in the manner provided by law for the foreclosure of realty mortgages, and in any such action or foreclosure proceeding there shall be added to the amount of such unpaid sum or any portion thereof, the interest thereon and all costs and expenses including reasonable attorneys' fees incurred in collecting the delinquent assessment.

D. The Indian Hills Airpark Association may remove anything or vehicle placed on the taxiways or landing area which constitutes a hazard to aircraft operation and may charge a reasonable fee for the removal of such thing or vehicle to a safe storage place without further liability therefor.

E. All remedies provided in this Declaration, in law or in equity, shall be cumulative and not exclusive.

10. **PRIORITIES:** No violation of this Declaration shall restrict, impair or defeat the lien of any mortgage or deed of trust or other encumbrance now existing or hereafter made in good faith and for value of any lot or portion thereof, or restrict, impair or defeat any right or power of sale or other remedy contained therein, or limit or prevent the foreclosure thereof; provided, however, that:

A. Any lien against a liened lot made a matter of record prior to the recording of any such mortgage, deed of trust or other encumbrance shall be entitled to all priorities provided by applicable law; and

B. Any subsequent owner of any lot or interest therein shall be subject to and bound by all provisions of this Declaration regardless of whether such ownership interest was acquired by foreclosure, trustee sale, deed in lieu of foreclosure or otherwise.

11. **BINDING EFFECT:** The provisions of this Declaration shall run with the land and the title thereto, and shall extend to and be binding upon all persons, legal entities, grantees, their successors and assigns, and any owner or lessee of any person or legal entity having an interest in the property of any lot. This Declaration shall remain in full force and effect for a period of twenty [20] years from November 1, 1988, and shall be deemed renewed for successive ten [10] year periods unless amended as provided herein.

12. **WAIVER OR ABANDONMENT:** The waiver of, or failure to enforce, any breach or violation of any provision contained in this Declaration, shall not be deemed a waiver or abandonment of such provisions, or a waiver of the right to enforce any subsequent breach or violation of such provisions the foregoing shall apply regardless of whether any person affected hereby, or having the right to enforce these provisions had knowledge of the breach or violation. No provision contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such provision pursuant to Paragraph 17.

13. **EQUAL TREATMENT OF OWNERS:** This Declaration shall be applied to all owners without discrimination.

14. **SEVERABILITY:** The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof, all of which are inserted conditionally upon their being held valid in law. In the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should be construed as such invalid phrase, or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted.

15. **GENDER:** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities, or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

16. **HEADINGS:** The marginal or topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of this Declaration.



17. **AMENDMENT:** Amendment, modification or revocation of this Declaration shall require an amendment in writing after approval by 75% of Association owner/members casting their vote, and shall be recorded in the La Paz County Recorder's Office, Parker, Arizona. \*[7-95, 2-99]

18. **VIOLATION OF LAW:** Any violation of any federal, state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property subject to this Declaration is hereby declared to be in violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

19. **GOVERNING LAW:** This Declaration and the rights and obligations of the parties hereunder shall be construed in accordance with, and be governed by, the laws of the State of Arizona.

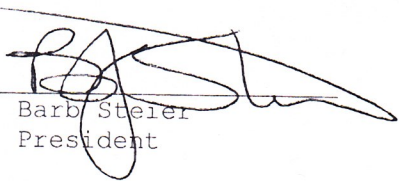
20. **APPLICABLE LAW:** In the event any provision of this Declaration conflicts with or is inconsistent with any law of the County of La Paz or other governmental authority having jurisdiction over the property ["applicable law"], such applicable law shall be deemed to control to the extent of such conflict or inconsistency, in the event any revision of this Declaration is consistent with, but more restrictive than, applicable law, such provision of this Declaration shall apply to the property.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the dates shown.

[ATTACH NOTARIAL ACKNOWLEDGMENT]

DATED: 1-22, 2018

INDIAN HILLS AIRPARK ASSOCIATION  
AN ARIZONA NON-PROFIT CORPORATION

By   
Barb Steier  
President

