

WHEN RECORDED, RETURN TO:  
First American Title  
111 West Monroe  
Phoenix, az.85003  
Attn: RNC-Trust 7912

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

93-0205425

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NORTHWOOD PARK ESTATES I  
DECLARATION OF CONDITIONS  
COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 6th day of April 1993, by Northwood Park Inc., an Arizona Corporation (the "Declarant"), acting through FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee.

1. Declaration

1.0 The Declarant is the owner of the beneficial interest in Trust No. 7912, First American Title which holds legal title to that property as described as Lots 1 through 43, Northwood Park Estates Unit I, according to the plat of record in the office of the Maricopa County Recorder, in Book 360 of maps, at page 12, being a subdivision located in a portion of the Southeast quarter of Section 19, T.1N., R.3W. of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. 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.

1.1 The irrigation system consists of ditches and underground pipelines through which water supplied by the Roosevelt Irrigation District ("Roosevelt Water District") is delivered to each lot.

2. Establishment

2.0 Declarant hereby declares that the irrigation system 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, and the owners thereof shall be subject to the obligations, liabilities, covenants, conditions and restrictions set forth in this Declaration.

### 3.0 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 are exercisable only through Northwood Park Estates, Unit One Property Owners' 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.

3.2 Owners' water allotments from Roosevelt Water District are irrevocably assigned to Northwood Park Estates Unit I 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 assignments payable to the Roosevelt Water District and for the water itself are paid. Payments due the Roosevelt Water District for water delivered are each individual water owner's responsibility, and shall be paid to and collected by the Association formed under this declaration. Said Association shall be the entity through which each individual lot owner orders irrigation water for delivery, and shall collect from each individual lot owner payment equal to that owners share of water delivered, and shall make payment to the Roosevelt Water District for water delivered. 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 due the Roosevelt 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 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 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. If a lot owner fails to pay his share of any assessment or charges made by the Association or Roosevelt 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 Roosevelt 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.

5.1 The Declarant will assume all of the responsibilities of the Association until such time that the Association is formed.

#### 6. Automatic Membership

6.0 Owner, automatically by virtue of his purchase, becomes a member, along with all other owners of lots, in Northwood Park Estates Unit One 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 Roosevelt 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 Roosevelt 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 the Association shall be called by Declarant on or before two years 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 (See Paragraph 8.3). The Board, which shall be comprised 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. 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 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 Each lot owner shall be entitled to one (1) vote for each lot owned (except declarant who shall be entitled to four (4) votes for each lot he owns). When there is more than one owner of a lot, all such persons shall be members, but the vote for such lot shall be exercised as they among themselves unanimously determine. In the event of non-agreement among owners of a lot, the vote for that lot shall not be accepted, and fractional votes shall not be allowed. Unless otherwise provided for herein, all action shall be by a majority vote.

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, 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 as 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 replacement of the irrigation system, 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 irrigation system from loss and damage by suit or otherwise and comply with any governmental regulations including applying for a Certificate of Conveyance 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 domestic farming purposes. No building shall be erected, placed, altered or permitted to remain on any lot, or portion thereof, other than a minimum 1200 liveable square foot site built residence, and normal outbuildings used in conjunction with farm residences and farming or ranching operations. Liveable square foot area of a residence shall be exclusive of carports, garages, breezeways, patios, terraces, and porches. Each lot shall be limited to one (1) single family detached residence. 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 buildings, structures, and fences erected on said lots shall be of new construction and materials, and no building or structure shall be moved from other locations onto said premises. Erection of modular, modular type construction, or manufactured housing shall not be permitted on said lots. This shall not prevent the use of manufactured components in the construction of the single family structures.

9.2 Camping trailers, motor homes, RV's, travel trailers, boats, trailers, or any similar vehicles shall not be used as a residence, and shall be parked on a driveway or hard surfaced parking area accessible from the driveway, or within an approved structure on each lot. Said vehicles shall not be parked on any roadway or easement at the front, side, or rear of any lot. Said vehicles shall not be parked on any portion of the side, or rear of any lot, excepting areas where there is a hard surfaced area accessible from the driveway, or within an approved structure. Said vehicles shall not be parked in the front yard of any residence at any time except for a temporary duration not to exceed seven (7) days.

9.3 No building, residence, garage, carport, workshop, barn, fence, wall or other structure shall be commenced, erected, installed or maintained, until the plans and specifications and model number, where appropriate, reflecting the nature, kind, shape, height, materials, floor plans, location and approximate cost of such improvement shall be submitted to and approved by Declarant or person or persons from time to time appointed by Declarant or Declarant's designated successor. In the event Declarant fails to approve or disapprove any such proposed improvement, its design,

location or the kind of materials to be used in such structure within thirty (30) days after written request to do so and after such request has been received by Declarant, then such approval from Declarant will not be required and the improvements constructed shall be governed only by the Restrictions set forth herein. The Declarant or its assigns shall have absolute discretion in rejecting any proposed improvement for any reason, including, but not limited to, aesthetics. All subsequent additions to or changes or alterations in any of the above referred to improvements shall also be subject to the prior approval of Declarant on the same basis set forth above.

9.4 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 structures on any irrigation easements without the express written consent of the Property Owners Association first being obtained.

9.5 All public utility lines and wire shall be brought to their place of usage from the place where provided at or near the lot line, under ground and not overhead.

9.6 All fireplaces, chimneys and outlets from stoves, heating appliances and outside fireboxes must be protected from the emission of sparks by capping or screening. No campfires are allowed.

9.7 No culvert of a diameter less than 12 inches shall be installed in any borrow ditch or easement along and adjacent to any property line.

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

9.9 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, road right-of-ways and pipelines 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.

9.10 No motor vehicle (including boats, snowmobiles and motorcycles), which is under repair or not in operating condition, shall be placed or permitted to remain on any street or on any lot, unless, if located on a lot, it is within the



confines of an enclosed garage or other enclosed structure.

9.11 No derrick equipment or other structures designed for use in boring, mining or quarrying for building, stone, oil, natural gas or minerals shall be erected, maintained or permitted on any lot.

9.12 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.

9.13 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 from the date of approval. All approved temporary structures shall be completely removed six (6) months from the date of approval. Upon commencement of construction, such construction shall be pursued with reasonable diligence to completion so that other lot owners are not disturbed by the appearance of an incomplete structure for an unreasonable period of time. The exterior on any structure shall be completely finished within six (6) months from the commencement of construction.

9.14 No signs, other than one normal "For Sale" or "For Rent" sign, not to exceed 2 feet X 2 feet in size, shall be allowed on any lot.

9.15 Notwithstanding the above restrictions, the Declarant, while selling and/or improving the property, may install such signs and maintain such sales offices and other facilities necessary in its opinion to conduct its business operation, free of the limitations here imposed.

9.16 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 properly housed. There shall be no more than two (2) such animals per residence regardless of the size of the lots.

No more than three (3) large animals, such as horses, cattle, sheep or goats, per platted lot are allowed.

A total of not more than ten (10) poultry or fowl per platted lot may be kept.

No more than four (4) adult dogs and four (4) adult cats may be kept per residence, regardless of the size of the lots.

All fences must be constructed in a workman like manner. No barbed wire fences are allowed. Maximum fence height shall not exceed six (6) feet.

9.17 No lot may be divided or partitioned.

#### 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 January 2, 2013, 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 lots 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 lots. 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 hereof 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 leasees, 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 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. Annexation of Additional Property

18.0 Declarant hereby expressly reserves the right to annex under this Declaration other Northwood Park Inc. land, without the consent of any Owner, Mortgagee or any other party with an interest in land covered by this Declaration. The annexation of any or all of the Annexable Property shall be accomplished by the Declarant recording with the County Recorder of Maricopa County, Arizona, an amendment to this Declaration, or a Tract Declaration which subjects the annexed property to the Declaration, which establishes the Land Use of the annexed property, and which includes the legal description of the property being annexed. In no event, however, shall any such document revoke, modify or add to the Covenants established by this Declaration and applicable to property previously covered by this Declaration. Such changes may only be made by amendment.

FIRST AMERICAN TITLE INSURANCE  
COMPANY as Trustee

By Foderick A. Galt

NORTHWOOD PARK INC. an ARIZONA  
CORPORATION

By [Signature]

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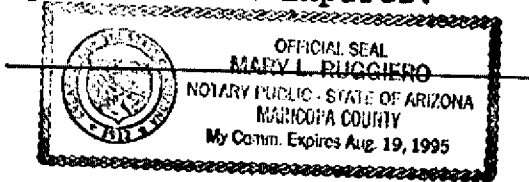
STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

Before me, the undersigned Notary Public, this 6th  
day of April, 1993 appeared Roderick N. Collier, an  
officer  
of FIRST AMERICAN TITLE INSURANCE COMPANY, for the  
purposes therein contained.

In witness whereof I hereunto set my hand and seal.

*Mary L. Ruggiero*  
\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

Before me, the undersigned Notary Public, this 2nd  
day of April, 1993 appeared Jalma W. Hunsinger, President of  
Northwood Park, Inc. an Arizona  
Corporation, for the purposes therein contained.

In witness whereof I hereunto set my hand and seal.

*Teresa Hall*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

