

Unofficial Document

When recorded, return to
Gerald L. Jacobs
3003 N. Central, Suite 1800
Phoenix, Arizona 85012

213780

10249-1526

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

Gerald L. Jacobs

AUG 2 1973-11 55

Book 10249
Page 1626-1628

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

Attest my hand

81 *Debra Martin*
County Recorder
Deputy Recorder

950

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COLONIA DEL NORTE UNIT ONE

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
COLONIA DEL NORTE UNIT ONE

THIS DECLARATION, made on the date hereinafter set forth by
KNOELL BROS. CONSTRUCTION, INC., hereinafter referred to as
"Declarant",

W I T N E S S E T H:

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

COLONIA DEL NORTE UNIT ONE, a subdivision
of Maricopa County, Arizona, recorded in
the Office of the County Recorder of
Maricopa County, Arizona, in Book 161,
Page 19.

NOW, THEREFORE, Declarant 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 be binding on
all parties having any right, title or interest in the described
properties or any part thereof, their heirs, successors and assigns,
and shall inure to the benefit of each Owner thereof.

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DEFINITIONS

Section 1. "Association" shall mean and refer to COLONIA DEL NORTE UNIT ONE HOMEOWNERS ASSOCIATION, INC., an Arizona non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. For the purposes of Article III only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. A lessee or tenant shall not be deemed to be an "Owner" except for the purposes of Article III.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, more particularly described as follows:

Tracts A, B, C, D, E, F, G, H, J, K, L, M,
N, P and R in the subdivision COLONIA DEL
NORTE UNIT ONE, recorded in the Office of
the County Recorder of Maricopa County,
Arizona, in Book 161, Page 19.

The Common Area shall be conveyed by Declarant to the Association free and clear of all liens, at such time as all improvements and landscaping with respect thereto have been completed, but not later than the date of the first conveyance of a Lot to an Owner. (Declarant shall have the right to convey said Common Area at a later date provided Declarant posts a bond in the amount of the estimated cost of completion of any unfinished improvements or landscaping, and thereafter, conveys said Area to the Association when completed.)

Section 5. "Lot" shall mean and refer to any separate parcel of real property shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to KNOELL BROS. CONSTRUCTION, INC., its successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean the Covenants, Conditions and Restrictions herein set forth in this entire document, as same may be amended from time to time.

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ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's 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 this Declaration.

(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 Members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or his guests or invitees.

ARTICLE III

USE RESTRICTIONS

Section 1. Said Properties are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Properties shall be of new construction and no buildings or structures shall be moved from other locations onto said Properties, and no subsequent buildings or structures other than dwelling units, being residence units joined together by party walls, shall be built on any parcel where the Declarant theretofore programmed and constructed a dwelling unit. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, camper, or other outbuilding shall be used on any portion of the Properties at any time as a residence either temporarily or permanently.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of construction and sale of said dwelling units, upon such portion of the Properties as the Declarant may choose, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction, and sale of said dwelling units, including, but without limitation, a business office, storage area, construction yards, signs, model units, sales office, and temporary construction facilities.

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Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other domestic pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 4. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Properties, nor shall the Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any dwelling unit of any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the Properties. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

Section 5. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring dwelling units and streets. All rubbish, trash or garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. So long as underground refuse receptacles are in use by the Lot Owners, the Owners shall remove and replace the refuse containers on such collection days as may be established therefor, such containers to be placed at such locations as may be prescribed by the Association or any governmental entity involved therein. All clotheslines shall be confined to rear patio areas. No incinerators, except those approved in writing by the Board of Directors shall be permitted on the Property.

Section 6. Except in the individual rear patio areas, no plantings shall be done, and no ^{Unofficial Document} fences, hedges or walls shall be erected or maintained upon any Lot except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. All drainage holes in fences located on the Properties shall be kept clear and unobstructed for proper drainage at all times.

Section 7. The Common Area shall remain undivided, and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Areas.

Section 8. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon any Lot, nor upon any structure situated upon said real property, other than an aerial for a master antenna system approved by the Association, should such master system or systems be utilized and require any such exterior antenna.

Section 9. Each Lot shall be improved with at least a double carport and no carport may be enclosed at any future time.

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Section 10. No portion of the Property but for an entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

Section 11. No spotlights, floodlights or similar type lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot, or improvements thereon, or upon the Common Area or any part thereof.

Section 12. Except for trucks or vans belonging to persons doing work on the Property during daylight hours (or at other times during emergencies), trucks, buses, vans, motor homes, trailers, boats, antique cars, campers and similar type vehicles or equipment shall not be parked in the streets or front yards, but shall be kept or parked only in carports or such other place as not to be visible from neighboring property, or such other area or areas as may be designated by the Board of Directors, unless written approval is obtained from the Board of Directors of the Association with respect to some other place and/or manner of keeping or parking such vehicles or equipment. Except for antique cars, this Section does not apply to passenger automobiles and/or station wagons. If the Board of Directors of the Association determines that a vehicle (including but not limited to a motorbike or motorcycle) is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive evidence that the operation of such vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Properties. Subject to the above restrictions, all vehicles must be operated within the Properties only by licensed operators.

Section 13. No Owner shall ^{Unofficial Document} create or maintain any thing or condition to exist upon any Properties which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 14. No Lot within the Properties shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Board of Directors. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property not yet platted or subdivided into Lots owned by Declarant.

Section 15. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot within the Properties in such a manner as to be seen from any other Lot or from any streets or alleyways within the Properties.

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ARTICLE IV

ASSOCIATION

Section 1. The Association is a non-profit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws for the Association, and in this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. The Association shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by the majority vote of the Board of Directors of the Association.

Section 3. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the Bylaws, as same may be amended from time to time.

Section 4. By a majority vote of the Board of Directors, the Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as "Association Rules". The Association Rules may restrict and govern the use of the Common Area and any other area within the Properties, except as to the interior of any dwelling unit of an Owner. The Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner, and may be recorded. Upon such mailing or delivery, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 5. No member of the Board or any Committee of the Association, or any officer of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employees of the Association, or the architectural committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE V

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 two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at such time as the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 3. The vote for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted as said votes shall be deemed void.

Section 4. Each Member shall have such other rights, duties, and obligations, as set forth in the Articles of Incorporation and the Bylaws of the Association, as same may be amended from time to time.

Section 5. The Association membership of each Owner of a Lot within the Properties shall be an ^{Unofficial Document}annuity to said Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way, except upon transfer of ownership to the Owner's Lot, and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, exercise of a power of sale under a deed of trust, or such other legal process as is now in effect or as may hereinafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

ARTICLE VI

FUNDS AND 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 attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property

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against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell 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. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement, maintenance, and replacement of the Common Areas, and of the dwelling units situated on the Properties, all in accordance with the Articles of Incorporation of the Association.

Section 3. Annual Assessments - Maximum Amounts. The annual assessment will be determined by Declarant for the calendar year in which the Common Area is conveyed by Declarant to the Association. Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment shall be \$22.00 per each Improved Lot; 33 1/3% thereof for each Developed Lot; and 20% thereof for each Undeveloped Lot. A Lot shall be deemed "Improved" when a Single Family Residence has been completely constructed thereon. A Lot shall be deemed "Developed" when all off-site streets, curbs, gutters, sidewalks, and other utilities have been completely installed. All other Lots shall be deemed "Undeveloped" Lots.

(a) From and after January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment may be increased each year not more than ten percent (10%) 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 Common Area to the Association, the maximum annual assessment may be increased above ten percent (10%) by a majority vote 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 may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment payable in not more than the next succeeding seven (7) years, 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, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Meetings: Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) 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 Improved Lots, and may be collected on a monthly, quarterly, or annual basis, as determined by the Board of Directors of the Association. The Board of Directors shall determine when an assessment is due and payable, and when the payment of an assessment shall be deemed delinquent.

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 to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. Enforcement of Assessments. Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner or Owners against whom the same is assessed, and shall constitute a lien and charge upon the Lot to which the assessment relates. The Declarant, for each Lot owned within the Properties, and each Owner by acceptance of a deed relating to a Lot or Lots or by acceptance of any other document or instrument conveying an ownership interest therein, whether or not it shall be so expressed in any such deed or other document or instrument, are and shall be deemed to covenant and agree to pay to the Association the assessments, both annual and special, provided for herein, and agree to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay reasonable attorneys' fees, accountants' fees, and costs thereby incurred in addition to any other amounts due from the Owner or any other relief or remedy obtained against said Owner. In the event a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

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(a) **Enforcement by Suit.** The Association may bring a suit at law against each Owner or Owners to enforce each such assessment obligation. Each Owner agrees that any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount as the Court may adjudge against the defaulting Owner, plus all Court costs and necessary expenses and accounting fees incurred by the Association, plus interest on the amount of said assessment at the maximum legal rate from the date the assessment becomes delinquent until paid in full.

(b) **Enforcement by Lien.** The Association may give notice to each Lot Owner whose assessment is due and unpaid by mailing to said Owner a copy of a Notice and Claim of Lien which shall state the following: (i) The last known name of the delinquent Owner; (ii) the legal description and street address of the Lot against which claim of lien is made; (iii) the amount claimed to be due and owing (with any proper offset allowed); (iv) that the claim of lien is made by the Association pursuant to the terms of the Declaration; and (v) that a lien is claimed against the Lot in an amount equal to the amount of the stated delinquency. The Association may record a duly executed original or copy of such Notice and Claim of Lien and the lien claimed therein shall immediately attach and become effective as a lien upon the Lot against which such assessment was levied. Each default in payment of an assessment shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single Notice and Claim of Lien. The amount of the lien shall include the amount of all unpaid assessments, plus interest on the amount of the assessment at the maximum legal rate from the date the assessment becomes delinquent until paid in full, plus a lien charge to cover recording, legal and accounting expenses incident thereto. The amount of said lien charge may be increased or decreased by the Board of Directors in its sole discretion. Any such lien may be foreclosed by appropriate action in Court, or in the manner provided by law for the foreclosure of a realty mortgage, or the exercise of a power of sale in a trust deed, as elected by the Association, as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in its interest at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event such foreclosure is by action in Court, reasonable attorneys' fees, Court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

(c) **Notification.** The Association may notify all Owners of the names of all persons who have defaulted in the payment of any assessment when due and the amount thereof in the discretion of the Board of Directors.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, exercise of a power of sale pursuant to a deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a Lot Owner or a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. No improvement, building, fence, wall, swimming pool, landscaping, or other structure, or any exterior addition to or change or alteration thereof, shall be commenced, erected, maintained, made or done, and no alterations, repairs, excavation or other improvements or work which in any way alters the exterior appearance of any property within the Properties or the improvements located thereon from the natural or improved state existing as of the date such Property was first conveyed by Declarant to an Owner, shall be made or done, without the prior written approval of the Board of Directors of the Association, or any architectural committee established by the Board of Directors for such purpose and approval of all applicable governmental and zoning boards or agencies. The Board of Directors of the Association shall have the right to refuse to approve any plans or specifications or grading plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications, and grading plans, and without any Unofficial Document opinion of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is purposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Board. This provision shall apply to any and all additions, changes, or alterations in or to any improvement or other structure, including exterior color scheme, made or done after the original construction thereof.

Section 2. All rights and powers granted to the Board in this Article VII may, in the discretion of the Board of Directors of the Association, be delegated to an architectural committee. All decisions of the Board or the architectural committee, if one is established, shall be final, and no Lot Owner or other party shall have recourse against the Board or the architectural committee for its refusal to approve any proposed improvement or alteration.

Section 3. The architectural committee, if established by the Board of Directors of the Association, shall consist of such regular members and alternate members as may be determined by the Board. No member of the architectural committee shall be required to be an architect or to meet any other particular qualifications

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for membership on the committee. A member of the architectural committee need not be, but may be, a member of the Board of Directors or an officer of the Association. The Board of Directors shall have the right to establish such rules and regulations governing the activities and procedures of the architectural committee as the Board deems appropriate, including, but not limited to, determining the requirement for a quorum and the required vote for approval or disapproval of any item. The Board shall have the right to appoint and remove all regular and alternate members of the architectural committee at any time for any reason, and to fill any vacancies on the architectural committee however caused.

Section 4. The Board shall establish a procedure for the preparation, submission, and determination of applications for any improvement or alteration. The Board may, from time to time and in its sole and absolute discretion, adopt, amend, and repeal by majority vote or written consent, rules and regulations which shall interpret and implement the provisions contained in this Article VII and set forth the standards and procedures for architectural control review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, use of materials, and similar features and items in accordance with this Declaration. The Board, or the architectural committee, as the case may be, shall keep and maintain a written record of all actions taken in connection with architectural control.

Section 5. The approval by the Board of Directors of the Association, or the architectural committee, as the case may be, of any plans, drawings, or specifications, for any work done or proposed, or for any other matter requiring prior written approval by virtue of this Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 6. Neither the Board of Directors of the Association nor the architectural committee nor any member thereof shall be liable to the Association, to any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Properties, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member of the Board of Directors or the architectural committee, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Board of Directors, or the architectural committee, or any member thereof may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Board of Directors or the architectural committee.

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Section 7. Anything to the contrary notwithstanding contained in this Declaration or otherwise, the Board shall have the right at any time and from time to time to promulgate, adopt, amend, and repeal reasonable rules and regulations concerning the landscaping, color scheme, and other related matters affecting the exterior appearance of improvements located upon the Properties.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Contiguous Lots. The Owners of contiguous lots who have a party wall shall both equally have the right to use such wall, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. In the event that any party wall is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall without cost to the other adjoining lot Owner or Owners.

Section 4. In the event any such party wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall to rebuild and repair such wall at their joint and equal expense.

Section 5. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 6. In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party wall, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Board of Directors, the decision of which shall be binding.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. The Association shall maintain the Common Area. The Association may, at any time, as to any Common Area, in the discretion of the Board of Directors of the Association:

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(a) Reconstruct, repair, replace, or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) and in accordance with (1) the last plans thereof approved by the Board of Directors, (2) the original plans for the improvement, or (3) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish, or standard of construction of such improvement as same existed;

(b) Construct, reconstruct, repair, replace or refinish any road, road surface, street, walk, walkway, driveway, or parking area, if any;

(c) Replace injured or diseased trees or other vegetation in any such area, and plant trees, shrubs, and ground cover to the extent that the Board of Directors deems necessary;

(d) Place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use, and regulation thereof;

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

(f) The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Section 2. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association to repair said damaged area. The cost of such repair shall be paid by said Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 3. The Association shall carry such insurance in such amounts and types as may be determined by the Board of Directors of the Association.

Section 4. In addition to maintenance of the Common Area, the Association shall have the right at any time to determine if the Association shall undertake the care and maintenance of any or all of the following items:

(a) All or any portion of the landscaping of the Lots of Owners up to the exterior building lines and patio enclosures;

(b) Painting of the exterior of the buildings located on Lots of Owners.

Section 5. In addition to maintenance of the Common Area, the Association shall maintain the roofs of all dwelling units located on all Lots and all drainage holes in fences located on the Properties.

Section 6. The Association shall have the right to maintain, repair, and replace landscaping, in one or more areas not included within the property covered by this Declaration, including but not limited to, one or more traffic islands or medians located on a street, by itself or in connection with the homeowner's associations, pursuant to a written agreement therefor entered into by the Association, on such terms and conditions as the Board of Directors of the Association may direct.

10249:1542

ARTICLE X

MAINTENANCE BY OWNER

Section 1. Each Owner shall be responsible for the upkeep and maintenance of the interior of his dwelling unit and for the upkeep and maintenance of his Lot (exterior or elsewhere) not otherwise maintained by the Association. All fixtures and equipment installed within a dwelling unit, located on a Lot, shall be maintained, repaired and replaced by the Owner thereof. Termite control shall be the responsibility of the Owner. An Owner shall do no act nor any work that will impair the structural soundness or integrity of a dwelling unit or impair any easement, nor shall an Owner do any act or allow any condition to exist which will adversely affect the other dwelling units or their Owners.

Section 2. Each Owner of a Lot within the Properties shall keep all shrubs, trees, grass and plantings of every kind located on his Lot, neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material; except that such Owner shall not be responsible for maintenance of any area as to which the Association has assumed the said responsibility. The Association or its authorized agent shall have the right, at any reasonable time, to enter upon any Lot of an Owner to plant, replace, maintain and cultivate shrubs, trees, grass, or other plantings located thereon. The cost thereof shall be borne by the Owner, payable on demand, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE XI

EASEMENTS

Section 1. There is hereby Unofficial Document a blanket easement upon, across, over and under the above described Properties for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable and antenna systems, and other communication and security lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the said Properties and to affix and maintain wires, circuits and conduits on, in, above, across and under the roofs and exterior walls of said dwelling units, provided, however, that in no event shall entry to the interior of any residence be authorized hereby. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said Properties except as initially programmed and approved by the Declarant or thereafter approved by the Association's Board of Directors. This easement shall in no way affect any other recorded easements on said Properties. This easement shall be limited to improvements as originally constructed by Declarant, or as subsequently approved by the Board of Directors of the Association.

10249:1543

Section 2. Each dwelling unit and the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the Owners of the dwelling units agree that minor encroachments of parts of the adjacent dwelling units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Anything herein to the contrary notwithstanding, any such encroachment or easement shall not exceed one (1) foot.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a 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 an 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, illegality, or unenforceability of any one of these covenants or restrictions by statute, judgment, or court order shall in no way affect any other provisions of this Declaration, 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 twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) 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. 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.

Section 5. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owners of Lots within the Properties. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or any duly authorized agents of any of them, may enforce by self-help any of the provisions of said Restrictions.

10249:1544

Section 6. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, including zoning laws, pertaining to the ownership, occupation or use of any property within the Properties is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 7. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 8. Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, at 19 West Alameda Tempe, Arizona; if to the Architectural Committee, at 19 West Alameda, Tempe, Arizona; if to an Owner, to the address of any Lot within the Properties owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association; and if to Declarant, at 19 West Alameda, Tempe, Arizona, provided, however, that any such address may be changed at any time by the party concerned by Recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 9. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 31 day of August, 19 73.

KNOELL BROS. CONSTRUCTION INC.,

By James E. Knoll
Title Sec.

10249:1545

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

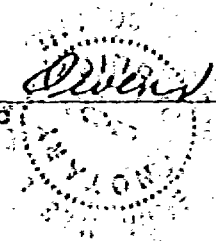
On this, the 3rd day of July, 1973, before me, the undersigned officer, personally appeared James E. Knoll, who acknowledged himself to be the Secretary of KNOELL BROS. CONSTRUCTION INC., an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein set forth by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

Ella Mae Oliver
Notary Public

My Commission Expires

May 1, 1975



-Unofficial Document-

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255320

FIRST AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COLONIA DEL NORTE UNIT ONE

STATE OF ARIZONA }
County of Maricopa } ss

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

Kennell B. ...

SEP 17 1973 -800

in Docket 10313

on page 548-549

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

Paul H. ...

By *[Signature]*
County Recorder
Deputy Recorder

200

Pursuant to the provisions of Article XII, Section 3, of the Declaration of Covenants, Conditions and Restrictions for Colonia Del Norte Unit One, hereinafter referred to as the "Declaration", as previously recorded in Docket 10249, pages 1526-1545, the Declaration is hereby amended as follows:

Article I, Section 4, of the Declaration, is hereby amended to read as follows:

"Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Owners, more particularly described as follows:

Tracts A, B, C, D, E, F, G, H, J, K, L, M, N, P and R and Lots 47 and 48 in the subdivision COLONIA DEL NORTE UNIT ONE, recorded in the Office of the County Recorder of Maricopa County, Arizona, in Book 161, Page 19.

The Common Area shall be conveyed by Declarant to the Association free and clear of all liens, at such time as all improvements and landscaping with respect thereto have been completed, but not later than the date of the first conveyance of a Lot to an Owner. (Declarant shall have the right to convey said Common Area at a later date provided Declarant posts a bond in the amount of the estimated cost of completion of any unfinished improvements or landscaping, and thereafter, conveys said Area to the Association when completed.)

Article VI, Section 3, of the Declaration, is hereby amended to read as follows:

Annual Assessments - Maximum Amounts. The annual assessment will be determined by Declarant for the calendar year in which the Common Area is conveyed by Declarant to the Association. Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment shall be \$264.00 per each Improved

When recorded return to:

John R. Call
O'Connor, Cavanagh, Anderson,
Westover, Killingsworth & Beshears
3003 N. Central, Suite 1800
Phoenix, Arizona 85012

100179

10383 667

SECOND AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COLONIA DEL NORTE UNIT ONE

Pursuant to the provisions of Article XII, Section 3, of the Declaration of Covenants, Conditions and Restrictions for Colonia Del Norte Unit One, hereinafter referred to as the "Declaration", as previously recorded in Docket 10249, pages 1526-1545, the Declaration is hereby amended as follows:

Article I, Section 4, of the Declaration, is hereby amended to read as follows:

"Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Owners, more particularly described as follows:

Tracts A, B, C, D, E, F, G, H, J, K, L, M, N, P and R and Lots 47 and 48 in the subdivision COLONIA DEL NORTE UNIT ONE, recorded in the Office of the County Recorder of Maricopa County, Arizona, in Book 161, Page 19, EXCEPT the North five (5) feet of Lot 48 in said subdivision.

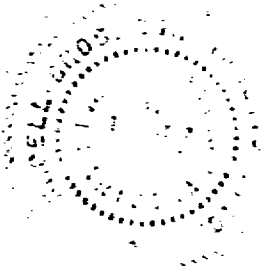
The Common Area shall be conveyed by Declarant to the Association free and clear of all liens, at such time as all improvements and landscaping with respect thereto have been completed, but not later than the date of the first conveyance of a Lot to an Owner. (Declarant shall have the right to convey said Common Area at a later date provided Declarant posts a bond in the amount of the estimated cost of completion of any unfinished improvements or landscaping, and thereafter, conveys said Area to the Association when completed.)

In all other respects, the Declaration shall remain in full force and effect pursuant to its terms and conditions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the owner of all of the Lots in Colonia

10383 668

Del Norte Unit One, has hereunto set its hand and seal this 30th day of October, 1973.



KNOELL BROS. CONSTRUCTION, INC.

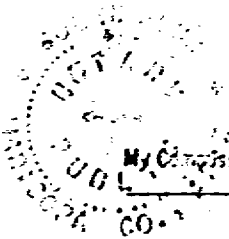
By Thomas E. Knoell
Thomas E. Knoell, Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this, the 30th day ^{Unofficial Document} of October, 1973, before me, the undersigned officer, personally appeared THOMAS E. KNOELL, who acknowledged himself to be the Vice President of KNOELL BROS. CONSTRUCTION, INC., an Arizona corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein set forth by signing the name of the corporation by himself as such officer.

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

John Howe
Notary Public



STATE OF ARIZONA)
County of Maricopa) ss

I hereby certify that the within instrument was filed and recorded at request of CONNOR, ANDERSON, WESTOVER, KILLINGSWORTH & BESHEARS

NOV 5 1973 - 11 30

in Docket 10383
on page 667, 668

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

Paul A. Morrison
County Recorder
Paul A. Morrison
Deputy Recorder

2.00

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THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COLONIA DEL NORTE UNIT ONE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Article XII, Section 3, of the Declaration of Covenants, Conditions and Restrictions for COLONIA DEL NORTE UNIT ONE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Declaration" as previously recorded in Docket 10249, Pages 1526-1545, the Declaration is hereby amended as follows:

1. Section 3 of Article VI is hereby deleted in its entirety and the following substituted therefor:

"Annual Assessments - Maximum Amounts. The annual assessment will be determined by Declarant for the calendar year in which the annual assessment commences. Until January 1 of the year immediately following the commencement of the annual assessment, the maximum annual assessment shall be \$22.00 per each improved lot; 33-1/3% thereof for each developed lot; and 20% thereof for each undeveloped lot. A lot shall be deemed "improved" when a single-family residence has been completely constructed thereon. A lot shall be deemed "developed" when all offsite streets, curbs, gutters, sidewalks and other utilities have been completely installed. All other lots shall be deemed "undeveloped" lots. The annual assessment shall be based upon the costs of services for the purposes prescribed in Section 2 of this Article.

(a) From and after January 1 of the year immediately following the commencement of the annual assessment, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

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(b) From and after January 1 of the year immediately following the commencement of the annual assessment, the maximum annual assessment may be increased above ten percent (10%) by a majority vote 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 may fix the annual assessment at an amount not in excess of the maximum."

2. Section 7 of Article VI is hereby deleted in its entirety and the following substituted therefor:

"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 to the Association, or at such earlier time as the Board of Directors may determine. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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."

3. In all other respects, the Declaration shall remain in full force and effect pursuant to its terms and conditions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the Owner of more than ninety percent (90%) of the lots in COLONIA DEL NORTE UNIT ONE, HOMEOWNERS ASSOCIATION, INC., has hereunto set its hand and seal this 16th day of April, 1974.

I hereby certify that the within instrument was filed and recorded at request of O'CONNOR CAVANAGH & Co

KNOELL BROS. CONSTRUCTION, INC.

By [Signature]
Its Vice President

MAY 5 1974 - 2 13
10684

Address my hand and official seal the day and year aforesaid.
County Recorder
R. Romo

2.00

When recorded, return to:

L'ANCY, SCULT & RYAN
3003 N. CENTRAL, #2601
PHOENIX, AZ 85012

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Mod Restr

THIRD AMENDMENT TO

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COLONIA DEL NORTE UNIT ONE

Pursuant to the provisions of Article IX, Section 5, of the Declaration of Covenants, Conditions and Restrictions for Colonia Del Norte Unit One, hereinafter referred to as the "Declaration," as previously recorded in Docket 10249, pages 1526-1545, the Declaration is hereby amended as follows:

Article IX, Section 5, of the Declaration, is hereby amended to read as follows:

"The responsibility for the maintenance of the roofs of all dwelling units located on all Lots shall henceforth be the responsibility and liability of the owner of each unit.

All necessary upkeep and maintenance to the individual unit's roof shall be accomplished by each individual unit owner. In the event that repairs are necessary and are not timely completed by the owner, the Association is authorized after due notice to Owner to make or cause to be made the necessary repairs and recover such sums expended, from the individual homeowner.

Each Owner agrees to indemnify and hold harmless the Association and/or any other affected homeowner for any and all costs, expenses and damages incurred by any other units, due to neglect or non-repair of such owner's roof.

In all other respects, the Declaration shall remain in full force and effect pursuant to its terms and conditions.

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA APR 29 83-4	
BILL HENRY, COUNTY RECORDER	
FEE 35 ⁰⁰	PGS 35

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IN WITNESS WHEREOF, the undersigned, representing more than ninety percent (90%) of the lot owners of Colonia Del Norte Unit One, have hereunto affixed their signatures this 29th day of April, 1983.

<u>1</u> Lot	<u>Elizabeth Lehner</u> Owner	<u>116</u> Lot	<u>Marian Peltier</u> Owner
<u>2</u> Lot	<u>Charles E. Capson</u> Owner	<u>116</u> Lot	<u>Wes Bekere</u> Owner
<u>3</u> Lot	_____ Owner	<u>18</u> Lot	<u>Albert H. Greene</u> Owner
<u>4</u> Lot	<u>George P. Rodester</u> Owner	<u>19</u> Lot	<u>James D. Harrison</u> Owner
<u>5</u> Lot	_____ Owner	<u>20</u> Lot	<u>Reuben F. Orr</u> Owner
<u>6</u> Lot	_____ Owner	<u>21</u> Lot	<u>Kathy Stupchuk</u> Owner
<u>7</u> Lot	<u>Deanne Fields</u> Owner	<u>22</u> Lot	<u>Dona Marson</u> Owner
<u>8</u> Lot	_____ Owner	<u>23</u> Lot	_____ Owner
<u>9</u> Lot	<u>William J. Van Pitt</u> Owner	<u>24</u> Lot	<u>Dorced Key</u> Owner
<u>10</u> Lot	<u>Joe E. Hansen</u> Owner	<u>25</u> Lot	<u>Bernard C. Cliff</u> Owner
<u>11</u> Lot	<u>David F. Bander</u> Owner	<u>26</u> Lot	<u>Donna M. Williams</u> Owner
<u>12</u> Lot	<u>Melinda Ingala</u> Owner	<u>27</u> Lot	<u>Richard B. Stillman</u> Owner
<u>13</u> Lot	<u>G. B. Walters</u> Owner	<u>28</u> Lot	<u>Leahy & Behrens</u> Owner
<u>14</u> Lot	<u>Patricia A. Pierce</u> Owner	Lot	Lot
<u>15</u> Lot	<u>Samuel M. Campbell</u> Owner	<u>30</u> Lot	<u>Karl (Rou)</u> Owner

Unofficial Document

83 161814

31
Lot Owner [Signature]

32
Lot Owner [Signature]

33
Lot Owner E. Gabinski

34
Lot Owner M. J. Black

35
Lot Owner _____

36
Lot Owner _____

37
Lot Owner John D. Bennett

38
Lot Owner Jane Krause

39
Lot Owner _____

40
Lot Owner Alice K. Kishner

41
Lot Owner John DiBlasi

42
Lot Owner Marion Greenberg

43
Lot Owner Elizabeth J. Dunning

44
Lot Owner Robert Lawrence

45
Lot Owner Wilma L. Lutz

46
Lot Owner _____

47
Lot Owner _____

48
Lot Owner _____

49
Lot Owner Juanita Mae

50
Lot Owner M. S. Philipp

51
Lot Owner _____

52
Lot Owner Louis M. Logan

53
Lot Owner _____

54
Lot Owner _____

55
Lot Owner Elaine M. Brackett

56
Lot Owner Sharon Sturdge

57
Lot Owner Maria B. Budder

58
Lot Owner Mary E. Stepp

59
Lot Owner Ludie R. Stepp

60
Lot Owner Louise J. Townsend

61
Lot Owner Neal M. Hays

62
Lot Owner Alan J. Allen

63
Lot Owner _____

64
Lot Owner _____

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83 161814

65
Lot Owner

66
Lot Owner Cam Grove

67
Lot Owner Frank Collins

68
Lot Owner James Dougherty

~~69~~
Lot Owner

70
Lot Owner John F. Brando

69
Lot Owner Walter Miller

72
Lot Owner Julius Kesselmann

73
Lot Owner Opdell Martin

74
Lot Owner Yvonne Laska

75
Lot Owner

76
Lot Owner Walter P. Cole

77
Lot Owner

78
Lot Owner Gary E. Peiffer

79
Lot Owner Karl Laska

80
Lot Owner

81
Lot Owner

17
Lot Owner Wesley J. Son

16
Lot Owner Susan D. Prolock

15
Lot Owner

Lot Owner

Lot Owner

Lot Owner

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Lot Owner

Lot Owner

16
Lot Owner

Lot Owner

Lot Owner

Lot Owner

Lot Owner

Lot Owner

Unofficial Document

X 87
Lot
Dorothy A Mc Coy
Owner
D A Mc Coy

83 161814

Lot	Owner
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83 161814

IN WITNESS WHEREOF, the undersigned, representing more than ninety percent (90%) of the lot owners of Colonia Del Norte Unit One, have hereunto affixed their signatures this ___ day of _____, 198_.

80 Lot	Owner	95 Lot	<u>James D. Mantle</u> Owner
81 Lot	<u>Louis Salvano</u> Owner	96 Lot	Owner
82 Lot	<u>Judith Blalys</u> Owner	97 Lot	<u>Dorothy Brough</u> Owner
83 Lot	<u>Theresa E. Howard Enciso</u> Owner	98 Lot	<u>Betty Lee Rubin</u> Owner
84 Lot	<u>Barb Spurling</u> Owner	99 Lot	Owner
85 Lot	<u>Carolee Bolan</u> Owner	100 Lot	<u>Ruth Landmann</u> Owner
86 Lot	Owner	101 Lot	Owner
87 Lot	Owner	102 Lot	Owner
88 Lot	Owner	103 Lot	<u>Elmer K. Kline</u> Owner
89 Lot	<u>Ernest H. Hough</u> Owner	104 Lot	<u>Mark Perkins</u> Owner
90 Lot	<u>James W. Wadsworth</u> Owner	105 Lot	Owner
91 Lot	Owner	106 Lot	<u>John Eckman</u> Owner
92 Lot	<u>Mary Jean Stenzel</u> Owner	107 Lot	X Owner
93 Lot	<u>Kathryn D. Thompson</u> Owner	108 Lot	<u>R.E. Eisenberger</u> Owner
94 Lot	<u>Louise M. Morris</u> Owner	109 Lot	<u>Mrs. Mrs. M. Peter Blum</u> Owner

Unofficial Document

83 161814

110
Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

114
Lot Fred J. Foley
Owner

115
Lot _____
Owner

X
Lot _____
Owner

107
Lot Susan G. Arnold
Owner

X
Lot _____
Owner

X
Lot _____
Owner

X
Lot _____
Owner

111
Lot Bonnie J. Margund
Owner

112
Lot Diane Conrad
Owner

113
Lot David H. Thomas
Owner

114
Lot _____
Owner

115
Lot _____
Owner

116
Lot X
Owner

117
Lot _____
Owner

118
Lot _____
Owner

119
Lot _____
Owner

120
Lot Mr & Mrs C. Walker
Owner

121
Lot Mike L. Brown
Owner

X
Lot _____
Owner

123
Lot Carol D. Fitz
Owner

124
Lot Mary B. Green
Owner

125
Lot Suzanne Bennett
Owner

126
Lot _____
Owner

127
Lot Albrite Huggins
Owner

128
Lot Steve Parker
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

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3
Lot Manuel L. Berr
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
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Owner

Lot _____
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5
Lot (3013 W. Heavens)
Owner Charles A. Myate

Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
Owner

Lot _____
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Owner

Lot _____
Owner

Unofficial Document

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6 WALTER W. MORGAN
Lot Owner

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Unofficial Document

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23
Lot Owner *David Clark*

Lot Owner

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36
Lot Berry Starr
 Owner

Lot Owner

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Unofficial Document

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51
Lot Alan Dean Miller
Owner

Lot Owner

51
Lot Mary Louise Miller
Owner

Lot Owner

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53 *Marion Macklem Cassidy*
Lot Owner

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St Margaret A. Lidgion
Lot Owner

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Unofficial Document

63 Gerald E. Farrell
Lot Owner

83 161814

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83 161814

Lot Joseph B. Koch
Lot Owner

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Unofficial Document

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71 *Cathy Lynn Arvola*

Lot	Owner
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Unofficial Document

80
 Lot Wayne Howard
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Unofficial Document

86 *Robert Simpson*
Lot Owner

83 161814

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Unofficial Document

83 161814

87 David A. McCoy
Lot Owner

87 Dorothy A. McCoy
Lot Owner

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Unofficial Document

96 x *Anthony Louis Pugh*
Lot Owner (Plumber)

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Unofficial Document

101 Stephen B. Cummings
Lot Owner

Lot Owner

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Unofficial Document

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IN WITNESS WHEREOF, the undersigned, representing more than ninety percent (90%) of the lot owners of Colonia Del Norte Unit One, have hereunto affixed their signatures this 8 day of July, 1983.

#102 Alice Sempere

<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>
<u>Lot</u>	<u>Owner</u>	<u>Lot</u>	<u>Owner</u>

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110
Lot Thomas R. Graham
Owner

Lot Owner

Lot Owner

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Unofficial Document

115
Lot

John M. Wood
Owner

Lot

Owner

Lot

Owner

Lot

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112 *Robert H. King Jr*
Lot Owner

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Unofficial Document

118 *James A. Clarke*
Lot Owner

118
Lot

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Owner

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119
 Lot John G. Hill
 Owner

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122
Lot W.C. Phillips
Owner

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Unofficial Document

Sebastian S. Lanza
Mary G. Lanza
126
Lot Owner

Lot Owner

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A F F I D A V I T

STATE OF ARIZONA)
) ss.
 County of Maricopa)

83 161814

RICHARD SEILHAMER, being first duly sworn, upon his oath, deposes and says that he is over the age of eighteen (18) years and is otherwise competent to testify in a court of law of the United States or its several states and makes this affidavit without being under fraud, duress or undue influence from any person as to the following facts:

1. That he is President of COLONIA DEL NORTE HOMEOWNERS' ASSOCIATION;
2. That, in the capacity of President of said Association, he is making this Affidavit in support of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Colonia ^{Unofficial Document} Del Norte Unit One and on behalf of the Board of Directors for Colonia Del Norte Homeowner's Association;
3. That he is personally aware that the persons who signed the pages affixed to said Third Amendment are homeowners in the Colonia Del Norte Unit One Subdivision;
4. That the signatures duly affixed to said Third Amendment represent at least ninety percent (90%) of the homeowners in Colonia Del Norte Unit One Subdivision, as

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required for amendments by the Declaration of Covenants,
Conditions and Restrictions for Colonia Del Norte Unit One.

FURTHER AFFIANT SAYETH NOT.

Richard B. Seilhamer
RICHARD SEILHAMER

SUBSCRIBED AND SWORN TO before me this 29th day of
April, 1983 by RICHARD SEILHAMER.

Sheron Gandy ne Fodengen
NOTARY PUBLIC

My Commission Expires:

9-5-83

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