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AMENDED DECLARATION

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OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SCOT BUILDING & DEVELOPMENT CORPORATION,
an Arizona corporation,

hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

Lots 1 through 18, and Tracts A and B, DEBLIN MANOR AMENDED, a subplot development of the East half of Lot Three (3), Block One (1), Homeside Acres, according to the plat of record in the office of the Maricopa County Recorder in Book 155 of Maps, Page 29.

WHEREAS, this Amended Declaration of Covenants, Conditions and Restrictions amends and supercedes in its entirety the prior Declaration of Covenants, Conditions and Restrictions recorded November 22, 1972 in Docket 9839, Page 621, Maricopa County, Arizona records.

NOW, THEREFORE, Declarant hereby declares that all of the property 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

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PHOENIX, ARIZONA 85003
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1 the described property or any part thereof, their heirs, succes-
2 sors and assigns, and shall inure to the benefit of each Owner
3 thereof.

4 ARTICLE I

5 DEFINITIONS

6 Section 1. "Association" shall mean and refer to
7 DEB-LIN MANOR HOMEOWNERS ASSOCIATION, its successors and
8 assigns.

9 Section 2. "Owner" shall mean and refer to the record
10 owner, whether one or more persons or entities, of a fee simple
11 title to any Lot which is a part of the Properties, unless such
12 property has been sold by such record owners of the fee simple
13 title to a contract purchaser or purchasers, in which event the
14 contract purchasers shall be considered "Owner" herein.

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

19 Section 4. "Common Area" shall mean all real property,
20 including the improvements thereto, owned by the Association for
21 the common use and enjoyment of the Owners. The Common Area to
22 be owned by the Association at the time of the conveyance of the
23 first lot is described as follows:

24 Tracts A and B, DEB-LIN MANOR
25 AMENDED, a subplot development of the
26 East half of Lot Three (3), Block One (1),
27 Homeside Acres, according to the plat of
28 record in the office of the Maricopa County
Recorder in Book 155 of Maps, Page 29.

Section 5. "Lot" shall mean and refer to any plot of

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1 land shown upon any recorded subdivision map of the Properties
2 with the exception of the Common Area.

3 Section 6. "Declarant" shall mean and refer to

4 SCOT BUILDING & DEVELOPMENT CORPORATION, an

5 Arizona corporation,

6 _____
7 _____
8 _____, its successors and assigns if such succes-
9 sors or assigns should acquire more than one undeveloped Lot from
10 the Declarant for the purpose of development.

11 ARTICLE II

12 PROPERTY RIGHTS

13 Section 1. Owners' Easements of Enjoyment. Every

14 Owner shall have a right and easement of enjoyment in and to the
15 Common Area which shall be appurtenant to and shall pass with the
16 title to every Lot, subject to the following provisions:

17 (a) The right of the Association to charge
18 reasonable admission and other fees for the use of any
19 recreational facility situated upon the Common Area;

20 (b) The right of the Association to suspend the
21 voting rights and right to use of the recreational facilities
22 by an Owner for any period during which any assessment
23 against his Lot remains unpaid; and for a period not to
24 exceed sixty days for any infraction of its published rules
25 and regulations;

26 (c) The right of the Association to dedicate or
27 transfer all or any part of the Common Area to any public
28 agency, authority, or utility for such purposes and subject

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1 to such conditions as may be agreed to by the members. No
2 such dedication or transfer shall be effective unless an
3 instrument signed by two-thirds of each class of members
4 agreeing to such dedication or transfer has been recorded.

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

9 ARTICLE III

10 MEMBERSHIP AND VOTING RIGHTS

11 Section 1. Every Owner of a Lot which is subject to
12 assessment shall be a member of the Association. Membership
13 shall be appurtenant to and may not be separated from ownership
14 of any Lot which is subject to assessment. Unofficial Document

15 Section 2. The Association shall have two classes of
16 voting membership:

17 Class A. Class A members shall be all Owners with
18 the exception of the Declarant and shall be entitled to one
19 vote for each Lot owned. When more than one person holds an
20 interest in any Lot, all such persons shall be members. The
21 vote for such Lot shall be exercised as they among them-
22 selves determine, but in no event shall more than one vote
23 be cast with respect to any Lot.

24 Class B. The Class B member(s) shall be the
25 Declarant and shall be entitled to three votes for each Lot
26 owned. The Class B membership shall cease and be converted
27 to Class A membership on the happening of either of the
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1 following events, whichever occurs earlier:

2 (a) When the total votes outstanding in the
3 Class A membership equal the total votes outstanding in
4 the Class B membership, or

5 (b) within two years from the date of this
6 Declaration.

7 ARTICLE IV

8 COVENANT FOR MAINTENANCE ASSESSMENTS

9 Section 1. Creation of the Lien and Personal Obliga-
10 tion of Assessments. The Declarant, for each Lot owned within
11 the Properties, hereby covenants, and each Owner of any Lot by
12 acceptance of a deed therefor, whether or not it shall be so
13 expressed in such deed, ^{Unofficial Document} is deemed to covenant and agree to pay to
14 the Association: (1) annual assessments or charges, and (2)
15 special assessments for capital improvements, such assessments to
16 be established and collected as hereinafter provided. The annual
17 and special assessments, together with interest, costs, and
18 reasonable attorneys' fees, shall be a charge on the land and
19 shall be a continuing lien upon the property against which each
20 such assessment is made. Each such assessment, together with
21 interest, costs, and reasonable attorneys' fees, shall also be
22 the personal obligation of the person who was the Owner of such
23 property at the time when the assessment fell due. The personal
24 obligation for delinquent assessments shall not pass to his
25 successors in title unless expressly assumed by them.

26 Section 2. Purpose of Assessments. The assessments
27 levied by the Association shall be used exclusively to promote
28 the recreation, health, safety, and welfare of the residents in

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1 the Properties and for the improvement and maintenance of the
2 Common Area, and of the homes situated upon the Properties.

3 Section 3. Maximum Annual Assessment. Until January 1
4 of the year immediately following the conveyance of the first Lot
5 to an Owner, the maximum annual assessment shall be Twenty -
6 five and no/100-----Dollars (\$ 25.00) per Lot.

7 (a) From and after January 1 of the year immedi-
8 ately following the conveyance of the first Lot to an Owner,
9 the maximum annual assessment may be increased each year not
10 more than five percent above the maximum assessment for the
11 previous year without a vote of the membership.

12 (b) From and after January 1 of the year immedi-
13 ately following the Unofficial Document conveyance of the first Lot to an
14 Owner, the maximum annual assessment may be increased above
15 five percent by a vote of two-thirds of each class of
16 members who are voting in person or by proxy, at a meeting
17 duly called for this purpose.

18 (c) The Board of Directors may fix the annual
19 assessment at an amount not in excess of the maximum.

20 Section 4. Special Assessments for Capital Improvements

21 In addition to the annual assessments authorized above, the
22 Association may levy, in any assessment year, a special assess-
23 ment applicable to that year only for the purpose of defraying,
24 in whole or in part, the cost of any construction, reconstruction,
25 repair or replacement of a capital improvement upon the Common
26 Area, including fixtures and personal property related thereto,
27 provided that any such assessment shall have the assent of two-
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1 thirds of the votes of each class of members who are voting in
2 person or by proxy at a meeting duly called for this purpose.

3 Section 5. Notice and Quorum for Any Action Authorized

4 Under Sections 3 and 4. Written notice of any meeting called for
5 the purpose of taking any action authorized under Section 3 or 4
6 shall be sent to all members not less than thirty days nor more
7 than sixty days in advance of the meeting. At the first such
8 meeting called, the presence of members or of proxies entitled to
9 cast sixty percent of all the votes of each class or membership
10 shall constitute a quorum. If the required quorum is not present,
11 another meeting may be called subject to the same notice require-
12 ment, and the required quorum at the subsequent meeting shall be
13 one-half of the required quorum at the preceding meeting. No such
14 subsequent meeting shall be held more than sixty days following
15 the preceding meeting.

16 Section 6. Uniform Rate of Assessment. Both annual

17 and special assessments must be fixed at a uniform rate for all
18 Lots and may be collected on a monthly basis.

19 Section 7. Date of Commencement of Annual Assessments:

20 Due Dates. The annual assessments provided for herein shall
21 commence as to all Lots on the first day of the month following
22 the conveyance of the Common Area. The first annual assessment
23 shall be adjusted according to the number of months remaining in
24 the calendar year. The Board of Directors shall fix the amount
25 of the annual assessment against each Lot at least thirty days in
26 advance of each annual assessment period. Written notice of the
27 annual assessment shall be sent to every Owner subject thereto.
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1 The due dates shall be established by the Board of Directors.
 2 The Association shall, upon demand, and for a reasonable charge,
 3 furnish a certificate signed by an officer of the Association
 4 setting forth whether the assessments on a specified Lot have
 5 been paid. A properly executed certificate of the Association as
 6 to the status of assessments on a lot is binding upon the Associ-
 7 ation as of the date of its issuance.

8 Section 8. Effect of Nonpayment of Assessments:

9 Remedies of the Association. Any assessment not paid within
 10 thirty days after the due date shall bear interest from the due
 11 date at the rate of six percent per annum. The Association may
 12 bring an action at law against the Owner personally obligated to
 13 pay the same, or foreclose the lien against the property. No
 14 Owner may waive or otherwise escape liability for the assessments
 15 provided for herein by non-use of the Common Area or abandonment
 16 of his Lot.

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17 Section 9. Subordination of the Lien to Mortgages.

18 The lien of the assessments provided for herein shall be subordi-
 19 nate to the lien of any first mortgage. Sale or transfer of any
 20 Lot shall not affect the assessment lien. However, the sale or
 21 transfer of any Lot pursuant to mortgage foreclosure or any
 22 proceeding in lieu thereof, shall extinguish the lien of such
 23 assessments as to payments which became due prior to such sale or
 24 transfer. No sale or transfer shall relieve such Lot from
 25 liability for any assessments thereafter becoming due or from the
 26 lien thereof.

27 ARTICLE V

28 ARCHITECTURAL CONTROL

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1 No building, fence, wall or other structure shall be
 2 commenced, erected or maintained upon the Properties, nor shall
 3 any exterior addition to or change or alternation therein be made
 4 until the plans and specifications showing the nature, kind,
 5 shape, height, materials, and location of the same shall have
 6 been submitted to and approved in writing as to harmony or
 7 external design and location in relation to surrounding struc-
 8 tures and topography by the Board of Directors of the Association,
 9 or by an architectural committee composed of three or more
 10 representatives appointed by the Board. In the event said Board,
 11 or its designated committee, fails to approve or disapprove such
 12 design and location within thirty days after said plans and
 13 specifications have been submitted to it, approval will not be
 14 required and this Article will be deemed to have been fully
 15 complied with.

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ARTICLE IV

PARTY WALLS

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

26 Section 2. Sharing of Repair and Maintenance. The
 27 cost of reasonable repair and maintenance of a party wall shall
 28 be shared by the Owners who make use of the wall in proportion to

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1 such use.

2 Section 3. Destruction by Fire or Other Casualty. If
3 a party wall is destroyed or damaged by fire or other casualty,
4 any Owner who has used the wall may restore it, and if the other
5 Owners thereafter make use of the wall, they shall contribute to
6 the cost of restoration thereof in proportion to such use without
7 prejudice, however, to the right of any such Owners to call for a
8 larger contribution from the others under any rule of law re-
9 garding liability for negligent or willful acts or omissions.

10 Section 4. Weatherproofing. Notwithstanding any other
11 provision of this Article, an Owner who by his negligent or
12 willful act causes the party wall to be exposed to the elements
13 shall bear the whole costs of furnishing the necessary protection
14 against such elements.

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15 Section 5. Right to Contribution Runs With Land. The
16 right of any Owner to contribution from any other Owner under
17 this Article shall be appurtenant to the land and shall pass to
18 such Owner's successors in title.

19 Section 6. Arbitration. In the event of any dispute
20 arising concerning a party wall, or under the provisions of this
21 Article, each party shall choose one arbiter, and such arbiters
22 shall choose one additional arbiter, and the decision shall be by
23 a majority of all the arbiters.

24 ARTICLE VII

25 EXTERIOR MAINTENANCE

26 In addition to maintenance upon the Common Area, the
27 Association shall provide exterior maintenance upon each Lot
28 which is subject to assessment hereunder, as follows: paint,

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1 repair, replace and care for roofs, gutters, downspouts, exterior
 2 building surfaces, trees, shrubs, grass, walks, and other ex-
 3 terior improvements. Such exterior maintenance shall not include
 4 glass surfaces.

5 In the event that the need for maintenance or repair is
 6 caused through the willful or negligent act of the Owner, his
 7 family, or guests, or invitees, the cost of such maintenance or
 8 repairs shall be added to and become a part of the assessment to
 9 which such Lot is subject.

ARTICLE VIII

INTERIOR AND OTHER MAINTENANCE

10 Each Owner shall be responsible for the upkeep and
 11 maintenance of the interior of the improvements located on his
 12 Lot and for the upkeep and Unofficial Document maintenance of individual patios, all
 13 other areas, features or parts thereof not otherwise maintained
 14 by the Association. All features and equipment installed within
 15 the improvements located on his Lot, commencing at a point where
 16 the utility lines, pipes, wires, conduits or systems enter the
 17 exterior walls of such improvement shall be maintained and kept
 18 in repair by the Owner thereof. Termite control shall be the
 19 responsibility of the Owner. An Owner shall do no act nor any
 20 work that will impair any easement or right of the Declarant or
 21 another Owner, nor do any act nor allow any condition to exist
 22 which will adversely affect the improvements on any other Lot or
 23 the rights of any other Owner.

ARTICLE IX

DAMAGE OR DESTRUCTION OF PROPERTY

24 In the event any common element is damaged or destroyed

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1 by an Owner or any of his guests, tenants, licensees, agents or
 2 members of his family, such Owner does hereby irrevocably author-
 3 ize the Association to repair said damaged element and the
 4 Association shall so repair said damaged element in a good work-
 5 manlike manner in substantial conformance with the original plans
 6 and specifications. The Owner shall then repay the Association
 7 in the amount actually expended for such repairs.

8 In the event the improvements on any Lot are damaged or
 9 destroyed by an Owner or any of his guests, tenants, licensees,
 10 agents or members of his family, such Owner shall, within sixty
 11 days from the date of the occurrence of the damage or destruction,
 12 enter into a binding bona fide contract for the repair and
 13 rebuilding the exterior of said improvements and any damage to
 14 the exterior of adjacent improvements or property in a good
 15 workmanlike manner in conformance with the original plans and
 16 specifications used in the construction of such improvement or
 17 property. In the event such Owner refuses or fails to so repair
 18 and rebuild any and all such damage to the exterior of the
 19 improvement on adjacent property within a reasonable time, not to
 20 exceed six months from the date of the occurrence of the damage
 21 or destruction, the Association by and through its Board of
 22 Directors, is hereby irrevocably authorized by such Owner to
 23 repair and rebuild any such improvement or property in a good
 24 workmanlike manner in conformance with the original plans and
 25 specifications thereof. The Owner shall then repay the Associa-
 26 tion in the amount actually expended for such repairs.

27 Each Owner further agrees that the charges for repairs
 28

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1 by the Association, if not paid within ten days after completion
 2 of the work, shall be delinquent and shall become a lien upon the
 3 Owner's Lot and shall continue to be such lien until fully paid.
 4 The lien shall be subordinate to any first mortgage or encum-
 5 brance on the Lot. The charges shall bear interest from the date
 6 of delinquency at the rate of six percent per annum. The amount
 7 of principal and interest owed by the Owner to the Association
 8 shall be a debt and shall be collectible by any lawful procedure
 9 allowed under the laws of the State of Arizona.

10 Each such Owner, by his acceptance of a deed to a Lot,
 11 hereby expressly vests in the Association or its agent the right
 12 and power to bring all actions against each Owner for the collec-
 13 tion of such charges and Unofficial Document rce the aforesaid lien by all
 14 methods available for the enforcement of such liens and such
 15 Owner hereby expressly grants to the Association a power of sale
 16 in connection with said lien.

17 Nothing contained in this Article IX shall be construed
 18 in any way so as to relieve any insurance company from the payment
 19 of any and all amounts which would be payable under any policy or
 20 policies had not this Article been inserted.

21 In the event of a dispute between an Owner and the
 22 Board of Directors with respect to the cause of damage or the
 23 extent of repairs necessitated or with respect to the cost
 24 thereof, then upon written request of the Owner addressed to the
 25 Association, the matter shall be submitted to arbitration under
 26 such rules as may from time to time be adopted by the Association
 27 or its Board of Directors. If no such rules have been adopted,
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1 then the matter shall be submitted to three arbiters, one chosen
 2 by the Board of Directors, one chosen by the Owner, and these two
 3 arbiters shall then choose a third arbiter. If the two arbiters
 4 cannot agree as to the selection of the third arbiter, then by
 5 any judge of the Superior Court of Maricopa County, Arizona. A
 6 determination by any two of the three arbiters shall be binding
 7 upon the Owner and the Association, who shall share the cost of
 8 arbitration equally. In the event one party fails to choose an
 9 arbiter within ten days after personal receipt of a request in
 10 writing for arbitration from the other party, then said other
 11 party shall have the right and power to choose both arbiters.

ARTICLE X
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USE RESTRICTIONS

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 15 Section 1. Said premises are hereby restricted to
 16 residential dwellings for residential use. All buildings or
 17 structures erected upon said premises shall be of new construc-
 18 tion and no buildings or structures shall be moved from other
 19 locations onto said premises. No subsequent or reconstruction of
 20 buildings or structures shall be materially different than the
 21 structures originally built on the premises. No structures of a
 22 temporary character, trailer, basement, tent, shack, garage, barn
 23 or other out building shall be used on any portion of the pre-
 24 mises at any time as a residence either temporarily or permanently

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 26 Section 2. Notwithstanding any provisions herein
 27 contained to the contrary, it shall be expressly permissible for
 28 the builder of a major portion of the improvements on the Lots to
 maintain during the period of construction and sale of Lots, upon

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1 such portion of the premises as the builder may choose, such
2 facilities as in the sole opinion of the builder may be reasonably
3 required, convenient or incidental to the construction and sale
4 of the Lots, including, but without limitation, a business
5 office, storage area, construction yards, signs, model units and
6 sales office.

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

11 Section 4. No advertising signs (except one of not
12 more than five square feet "for rent" or "for sale" sign per
13 lot), billboards, unsightly objects, or nuisances shall be
14 erected, placed or permitted to remain on the premises, nor shall
15 the premises be used in any way or for any purpose which may
16 endanger the health or unreasonably disturb the Owner of any Lot
17 or any resident thereof. Further, no business activities of any
18 kind whatever shall be conducted in any building or in any
19 portion of the premises. Provided, further, however, the fore-
20 going covenants shall not apply to the business activities, if
21 any, of the builder, its agents and assigns during the constru-
22 ction and sale period, and of the Association, its successors and
23 assigns, in furtherance of its powers and purposes as herein set
24 forth.

25 Section 5. All clotheslines, equipment, garbage cans,
26 service yards, woodpiles, or storage piles shall be kept screened
27 by adequate planting or fencing so as to conceal them from view
28 of neighboring Lots and streets. All rubbish, trash or garbage

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1 shall be regularly removed from the premises, and shall not be
2 allowed to accumulate thereon. All clotheslines shall be con-
3 fined to patio areas.

4 Section 6. Except in the individual patio areas, no
5 planting or gardening shall be done, and no fences, hedges or
6 walls shall be erected or maintained upon said premises except
7 such as are installed in accordance with the initial construction
8 of the buildings located thereon or as approved in accordance
9 with architectural control provisions in Article V herein.

10 Section 7. The common elements shall remain undivided,
11 and shall at all times be owned by the Association or its success-
12 ors, it being agreed that this restriction is necessary in order
13 to preserve the rights of the Owners with respect to the opera-
14 tion and management of the Unofficial Document common elements.

15 ARTICLE XI

16 EASEMENTS

17 There is hereby created a blanket easement upon, across,
18 over and under the common area for ingress and egress to each of
19 the Lots for any lawful purpose and for ingress, egress, instal-
20 lation, replacing, repairing and maintaining all utilities,
21 including, but not limited to, water, sewers, gas, telephones and
22 electricity, and a master television antenna system. By virtue
23 of this easement, it shall be expressly permissible for the
24 providing electrical and/or telephone company to erect and
25 maintain the necessary poles and other necessary equipment on
26 said property and to affix and maintain electrical and/or tele-
27 phone wires, circuits and conduits on, above, across and under
28 the roofs and exterior walls of said Lot. Notwithstanding

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1 anything to the contrary contained in this paragraph, no sewers,
 2 electrical lines, water lines, or other utilities may be installed
 3 or relocated on said premises except as initially programmed and
 4 approved by the major builder of said premises. This easement
 5 shall in no way affect any other recorded easements on said
 6 premises.

7 Each Lot and the common elements shall be subject to an
 8 easement for encroachments created by construction, settling and
 9 overhangs, as designed or constructed by the original builder. A
 10 valid easement for said encroachments and for the maintenance of
 11 same, so long as it stands, shall and does exist. In the event
 12 the multi-family structure is partially or totally destroyed, and
 13 then rebuilt, the Owners of Lots agree that minor encroachments
 14 of parts of the adjacent ^{Unofficial Document} improvements on Lots or common elements
 15 due to construction shall be permitted and that a valid easement
 16 for said encroachment and the maintenance thereof shall exist.
 17 Notwithstanding any provision herein to the contrary, any encroach-
 18 ment permitted herein shall not exceed one foot.

19 ARTICLE XII

20 GENERAL PROVISIONS

21 Section 1. Enforcement. The Association, or any
 22 Owner, shall have the right to enforce, by any proceeding at law
 23 or in equity, all restrictions, conditions, covenants, reserva-
 24 tions, liens and charges now or hereafter imposed by the pro-
 25 visions of this Declaration. Failure by the Association or by
 26 any Owner to enforce any covenant or restriction herein contained
 27 shall in no event be deemed a waiver of the right to do so there-
 28 after.

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1 Section 2. Severability. Invalidation of any one of
 2 these covenants or restrictions by judgment or court order shall
 3 in no wise effect any other provisions which shall remain in full
 4 force and effect.

5 Section 3. Amendment. The covenants and restrictions
 6 of this Declaration shall run with and bind the land, for a term
 7 of twenty years from the date this Declaration is recorded, after
 8 which time they shall be automatically extended for successive
 9 periods of ten years. This Declaration may be amended during the
 10 first twenty year period by an instrument signed by not less than
 11 ninety percent of the Lot Owners, and thereafter by an instrument
 12 signed by not less than seventy-five percent of the Lot Owners.
 13 Any amendment must be recorded.

14 Section 4. Annexation. Additional residential pro-
 15 perty and Common Area may be annexed to the Properties with the
 16 consent of two-thirds of each class of members.

17 Section 5 FHA/VA Approval. As long as there is a
 18 Class B membership, the following actions will require the prior
 19 approval of the Federal Housing Administration or the Veterans
 20 Administration; Annexation of additional properties, dedication
 21 of Common Area, and amendment of this Declaration of Covenants,
 22 Conditions and Restrictions.

23 Section 6. Definition of "Mortgage". The term "mort-
 24 gage" may be interchangeable with the term "Deed of Trust". The
 25 term " mortgagee" as used herein may be interchangeable with the
 26 term "Beneficiary under Deed of Trust".

27 IN WITNESS WHEREOF, the undersigned, being the Declar-
 28 ant herein, has hereunto set its hand and seal this 12th day of

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June, 1975.

SCOT BUILDING & DEVELOPMENT CORPORATION

By P. A. Lyne P.

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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this 12th day of June, 1975, by P. DiRuzza, President of
S&D Building & Development Corporation

Thomas L. Weddell
Notary Public

My commission expires:
March 14, 1979

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1975, by _____

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Notary Public

My commission expires:

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(602) 257-1106

TO BE PICKED UP

Unofficial Document

OFFICE
MARICOPA
COUNTY

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10/14/92 02:18

LABOR 1 OF 1

When recorded return to:

James H. Hazlewood
SHIMMEL, HILL, BISHOP & GRUENDER, P.C.
3700 North 24th Street
Phoenix, AZ 85016

FIRST AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DEB-LIN MANOR AMENDED

THIS FIRST AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "First Amendment") is made and entered into as of the 6th day of October, 1992, by the Deb-Lin Manor Homeowners Association, an Arizona non-profit corporation (the "Association").

RECITALS

WHEREAS, the Association is a homeowners association representing all of the Owners of Lots of that certain real property situated in the City of Phoenix, County of Maricopa, State of Arizona, and more particularly described as:

Lots 1 through 18, and Tracts A and B, DEB-LIN MANOR AMENDED, a subplot development of the East half of Lot Three (3), Block One (1), Homeside Acres, according to the plat of record in the office of the Maricopa County Recorder in Book 155 of Maps, Page 29.

(hereinafter referred to as the "Property") and which has previously been subjected to covenants, conditions and restrictions under the Amended Declaration of Covenants, Conditions, and Restrictions recorded August 27, 1975 at Docket 11307, Pages 699-719 (the "Declaration"); and

WHEREAS, the Association is the governing body for Owners of Lots at Deb-Lin Manor Amended, pursuant to the Declaration and Articles of Incorporation establishing the Association as a non-profit corporation; and

WHEREAS, the Association is the record title holder of certain portions of the property known as the "Common Area" pursuant to Article I, Section 4 the Declaration; and

WHEREAS, the Declaration at Article XII, Section 3 provides that the Declaration may be amended by an instrument signed by not less than 90% of the Lot Owners, which amendment must be recorded; and

WHEREAS, the undersigned President and Secretary of the Association, being duly authorized, hereby certify that the instrument attached hereto and incorporation by reference herein as Exhibit "A" amends and supersedes in their entirety Article VII and Article VIII of the Declaration, and that it has been signed by 17 of 18 Lot Owners, representing more than 90% of all of the Lot Owners at Deb-Lin Manor Amended.

DEB-LIN MANOR HOMEOWNERS ASSOCIATION

By: Anne Galin
Its President

ATTEST:

By: Patricia Porter
Its Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

Unofficial Document

The foregoing instrument was acknowledged before me this 6th day of October, 1992, by Anne Galin, President of Deb-Lin Manor Homeowners Association, an Arizona non-profit corporation, on behalf of the corporation.

Shirley L. Hodges
Notary Public

My Commission Expires:
My Commission Expires Feb. 15, 1996

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledge before me this 16th day of October, 1992, by Patricia Porter, Secretary of Deb-Lin Manor Homeowners Association, an Arizona non-profit corporation, on behalf of the corporation.

Shirley L. Hodges
Notary Public

My Commission Expires;
My Commission Expires Feb. 15, 1996
My Commission Expires Feb. 15, 1996

AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
DEB-LIN MANOR HOMEOWNERS ASSOCIATION

ARTICLE VII.

EXTERIOR MAINTENANCE.

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:

paint, repair, replace and care for gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

Unofficial Document

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII.

INTERIOR AND OTHER MAINTENANCE.

Each Owner shall be responsible for the upkeep and maintenance of the interior of the improvement located on his Lot and for the upkeep and maintenance of individual roofs, patios, and all other areas, features or parts thereof not otherwise maintained by the Association. All features and equipment installed within the improvements located on his Lot, commencing at a point where the

EXHIBIT A

utility lines, pipes, wires, conduits or systems enter the exterior walls of such improvement shall be maintained and kept in repair 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 any easement or right of the Declarant or another Owner, nor do any act nor allow any condition to exist which will adversely affect the improvements on any other Lot or the rights of any other Owner.

The foregoing Amendment to the Amended Declaration of Covenants, Conditions and Restrictions has been promulgated and consented to by each of the undersigned Owners:

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on May 16, 1992

by ANNE B. GALVI
My Commission Expires Nov. 7, 1993

Jane I Knudt
My Commission Expires Notary Public

Anne B Galvin

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by PATRICIA PORTER
My Commission Expires Nov. 7, 1993

Jane I Knudt
My Commission Expires Notary Public

Patricia Porter

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on MAY 16, 1992

by LANNY PORTER
My Commission Expires Nov. 7, 1993

Jane I Knudt
My Commission Expires Notary Public

Lanny Porter

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by CEASAR A. PEREZ
My Commission Expires Nov. 7, 1993

Jane I Knudt
My Commission Expires Notary Public

Cesar A. Perez

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by RICHARD R. GREER
My Commission Expires Nov. 7, 1993

Jane I Knudt
My Commission Expires Notary Public

Richard R. Greer

utility lines, pipes, wires, conduits or systems enter the exterior walls of such improvement shall be maintained and kept in repair 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 any easement or right of the Declarant or another Owner, nor do any act nor allow any condition to exist which will adversely affect the improvements on any other Lot or the rights of any other Owner.

The foregoing Amendment to the Amended Declaration of Covenants, Conditions and Restrictions has been promulgated and consented to by each of the undersigned Owners:

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on May 16, 1992
by ANNE B. GALVI
My Commission Expires Nov. 7, 1993
Jane I Knudt Notary Public Anne B Galvin

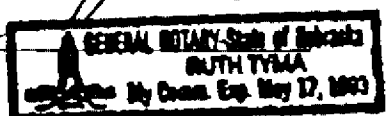
(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on May 16, 1992
by PATRICIA PORTER
My Commission Expires Nov. 7, 1993
Jane I Knudt Notary Public Patricia Porter

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on MAY 16, 1992
by LANNY PORTER
My Commission Expires Nov. 7, 1993
Jane I Knudt Notary Public Lanny Porter

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on May 16, 1992
by CEASAR A. PEREZ
My Commission Expires Nov. 7, 1993
Jane I Knudt Notary Public Cesar A Perez

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on May 16, 1992
by RICHARD R. GREER
My Commission Expires Nov. 7, 1993
Jane I Knudt Notary Public Richard R Greer

(State of Nebraska, County of Hall)ss
Acknowledged before me on June 17, 1992
by Heber T. Klingenberg - Heber T. Klingenberg
May 17, 1995
My Commission Expires Notary Public



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utility lines, pipes, wires, conduits or systems enter the exterior walls of such improvement shall be maintained and kept in repair 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 any easement or right of the Declarant or another Owner, nor do any act nor allow any condition to exist which will adversely affect the improvements on any other Lot or the rights of any other Owner.

The foregoing Amendment to the Amended Declaration of Covenants, Conditions and Restrictions has been promulgated and consented to by each of the undersigned Owners:

*Margaret Ann Black
Margaret Ann Black
(only)*

Mrs. Bennett
(STATE OF ARIZONA, County of *MIDDLEBURY* Maricopa) ss.
Acknowledged before me on *July 27*, 1992
by *Margaret Ann Black*

DON C. GUZZETTI
NOTARY PUBLIC
My Commission Expires *April 20, 1993* Notary Public Unofficial Document

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on _____, 1992
by _____

My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on _____, 1992
by _____

My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on _____, 1992
by _____

My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
Acknowledged before me on _____, 1992
by _____

My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by MAHIN AGAHI
My Commission Expires Nov. 7, 1993 Jane Hand

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by ROBERT D. GONZALES
My Commission Expires Nov. 7, 1993 Jane Hand

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by Leslie Pfeiffer
My Commission Expires Nov. 7, 1993 Jane Hand

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by Joy Ringhofer
My Commission Expires Nov. 7, 1993 Jane Hand

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa, ^{Unofficial Document} ss.)

Acknowledged before me on May 16, 1992

by FERNAND C. GRASER
My Commission Expires Nov. 7, 1993 Jane Hand

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on May 16, 1992

by CARROLL A. SANDERS
My Commission Expires Nov. 7, 1993 Jane Hand

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on June 11, 1992

by PAT SIMONE

~~My Commission Expires March 26, 1993~~

~~Notary Public~~



My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

Unofficial Document

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on _____, 1992
 by [Signature]
 My Commission Expires Aug. 17, 1993 James Paupel 6-16-92
 My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires _____ Notary Public

(STATE OF ARIZONA, County of Maricopa) ^{Unofficial Document} ss.
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires _____ Notary Public

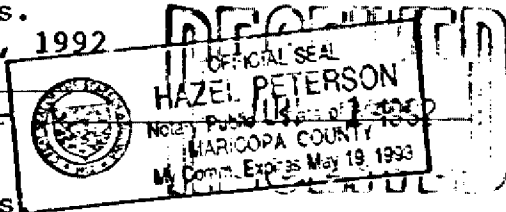
Page 4(c)

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on JUNE 4, 1992

by H. Peterson
May 19, 1993

My Commission Expires Notary Public



(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

Unofficial Document

(STATE OF ARIZONA, County of Maricopa) ss.

Acknowledged before me on _____, 1992

by _____

My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on 7/31, 1992
 by John J. Boyle
12-17-95 Christina M. Schmidt
 My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires Notary Public

(STATE OF ARIZONA, County of Maricopa) ss.
Unofficial Document
 Acknowledged before me on _____, 1992
 by _____
 My Commission Expires Notary Public