

WHEN RECORDED RETURN TO:

Lars O. Lagerman, Esq.
6900 E. Camelback Rd., #800
Scottsdale, Arizona 85251

214

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
MAR 19 1986 - 11 00
KEITH FOWLER, County Recorder
FEE \$12.50 PGS 11 R.N.

PROP RSTR (RS)
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
AHWATUKEE FS-19

85-130951

The undersigned, owner of that certain real property situated in County of Maricopa, State of Arizona, to wit:

Lots 6595 through 6703, inclusive, AHWATUKEE FS-19, according to a plat thereof recorded in the office of the Maricopa County Recorder in Book 295 of Maps, at Page 37;

hereby declares that all of the said property 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.

ARTICLE I

DEFINITIONS

1. "ABM" shall mean and refer to the AHWATUKEE BOARD OF MANAGEMENT, INC., a non-profit corporation which has been incorporated under the laws of the State of Arizona to manage and maintain the common areas within AHWATUKEE.

2. "AHWATUKEE" shall mean and refer to all that real property included within the AHWATUKEE Master Plan of Development including the plat specifically described above, and any additional property which developer may obtain or designate for Development as part of "AHWATUKEE".

3. The "Common Area" within AHWATUKEE FS-19 shall be those areas designated "Common Areas", if any, and shown on the plat of AHWATUKEE FS-19 recorded in the office of the Maricopa County Recorder, which areas have been or will be conveyed to the ABM, and become part of the "Common Areas". All "Common Areas" shall be owned by ABM at the time of the conveyance of the first lot.

4. "Declarant" shall mean and refer to Chicago Title Agency of Arizona, Inc., an Arizona corporation, Trustee, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

6. "Developer" shall mean and refer to Presley Development Company of Arizona, an Arizona corporation, and its successors and assigns and to any other contractor who builds for resale a significant number of houses or lots within the subject property.

7. "Lot" shall mean and refer to any plot of land shown upon the recorded plats of AHWATUKEE FS-19, as such may be amended from time to time.

8. "Owner" shall mean and refer to the record owner of equitable title (or legal title if equitable title has merged), whether one or more persons or entities, of any Lot which is a part of AHWATUKEE FS-19, but excluding those having such interest merely as security for the performance of an obligation, and further excluding any buyer of a new residence from Developer or Declarant until the sales escrow has closed and such buyer becomes the owner of record of legal title.

The aforesaid definitions shall be applicable to this Declaration and also to any other supplemental or amended Declaration (unless the context prohibit) filed in accordance with this Declaration.

ARTICLE II

RESTRICTIONS ON USE

1. No building, except a single family residential dwelling (hereinafter sometimes called "dwelling") and a private garage for use in connection with such dwelling shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single family dwelling.

2. No dwelling shall be erected upon any Lot unless such dwelling contains a minimum of one thousand seven hundred (1,700) square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas and garages. All buildings shall be constructed of brick, cement block or other substantial constructions, or insulated frame construction. No more than one dwelling shall be built on any one lot, and no temporary or permanent building of any nature detached from the dwelling shall be built, erected, placed or maintained on said lot. Provided, however, that a detached garage, limited in size to three (3) car capacity may be erected upon any lot. No

garage shall be commenced or erected upon any lot until construction of the dwelling, complying with these restrictions, shall have been commenced by a responsible contractor or pursuant to a bona fide building contract, and all buildings shall be of the same or similar style as that of the dwelling erected or being on the lot on which the said buildings are located.

3. The front line of any structure erected upon any lot shall not be closer than twenty (20) feet to the front lot line; and the side walls of any structure shall not be closer than five (5) feet to the side lot line and not closer than ten (10) feet to the side lot line if such lot line is adjacent to a street. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurement shall be made from such owner's side property lines rather than from the side lot lines on said recorded map or plat.

4. No motorcycles or motor recreational vehicles (except lawn maintenance equipment) shall be operated on any walkway, sidewalk, common area or lot within the Custom Estates. A vehicle which is not in operating condition shall not be parked or left anywhere on the Lot other than inside a garage, except for emergency repairs. The parking, placing or maintaining of boats, trailers, horse trailers, mobile homes, campers, motorhomes or other such vehicles on any part of the Lot, or on any street adjacent to such Lot, other than in a garage or other part of a Lot unexposed to view from other Lots, is prohibited, except for such temporary periods, not to exceed forty-eight (48) hours, as may occasionally arise when preparation for use or maintenance after use requires a brief exception to be made for the convenience of their owners. A garage shall be used for vehicle parking and storage purposes only and shall not be converted for living or recreational activities. Parking of any vehicle on a Lot is prohibited except in the garage or on the designated driveway.

5. No store, office or other place of business of any kind and no hospital, sanatorium or other place for the care or treatment of the physically or mentally ill, nor any theater, saloon or other place of entertainment shall be erected or permitted upon any lot, and no business of any kind or character whatsoever shall be conducted in or from the buildings located on any lot or from any lot.

6. No swine, horses, cows or other livestock, and no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon said lots or tracts. Dogs, cats or other household pets may be kept, provided they are confined to their owner's lot or on a leash held by a person capable of controlling the animal and not permitted to run free and further provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. In no event shall a combination of more than three (3) dogs and/or cats be kept on the premises at any any one time. The keeping and maintaining of pets shall be subject to such rules and regulations as may, from time to time, be adopted by ABM.

7. Except as planned or erected by Developer, no solid wall, fence, hedge, or other improvements shall be erected or maintained nearer to the front property line than the walls, attached open porch or balcony of the dwelling erected on said lots. Except as planned or erected by Developer, no side or rear wall, fence or hedge other than the wall of a building constructed on said lots, shall be more than six (6) feet in height measured from the developer-graded ground elevation to the highest point of the fence or the fence posts, wall or wall posts or the hedge. The cement block walls and metal grill fences, if any, installed by Developer shall be maintained in their original condition and color and shall not be allowed to deteriorate. Any wall or fence erected or maintained by an owner must have a uniform appearance on both sides of the fence or wall. Block walls constructed by an Owner on the lot must be desert beige in color.

8. No prefabricated building or structure of any nature whatsoever, permanent or temporary, attached or detached from a dwelling, shall be moved or placed upon or assembled or otherwise maintained on any lot; provided, however that a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed upon completion of construction or of selling of dwellings, whichever later occurs.

9. All clotheslines, equipment, service yards, wood piles or storage piles shall be kept screened by a solid wall, a solid fence or a hedge so as to conceal them from view of neighboring lots, streets, park areas or golf courses. All rubbish, trash or garbage shall be regularly removed at least once a week from each lot and shall not be allowed to accumulate thereon, and shall not be burned. The Owner must landscape the front yard within two (2) years from conveyance of the lot from Developer to an Owner.

10. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise.

11. No advertising (except one of not more than five (5) 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 premises, nor shall the premises be used in any way or for any purpose which may endanger the health, safety or welfare of the owner or any residents thereof. These restrictions shall not apply to the business activities, signs, billboards, or the construction or maintenance of buildings, if any, of Developer, its agents or designees, during the construction and sale period, and of ABM, their successors and assigns, in furtherance of their powers and purposes, as set forth herein.

12. No restrictions in this Article shall prohibit Developer from constructing, placing and maintaining one or more

promotional signs and/or a sales model park within FS-19 to aid and promote the sale of lots in this and other subdivisions in AHWATUKEE; provided that Developer's sales model park shall terminate and be converted into regular lots when all the subdivisions in AHWATUKEE have been sold out or at the end of the year 1990, whichever first occurs.

13. Any addition to the dwelling unit constructed by Developer must be of like material, color and craftsmanship. Except as erected, installed or planned by Developer, all airconditioning equipment must be ground mounted. No solar units for heating or cooling or other purpose shall be erected, constructed, installed or maintained on any lot if it is visible from the front of the lot or from the side of the intersecting street if it is on a corner lot. A solar unit may be erected, constructed, installed or maintained on the rear of the house if it consists of flat plate collectors lying flush with the roof surface and protruding therefrom no more than six inches (6") or the solar unit is boxed in by a solid wall covered with shingles to match the color and texture of the existing roof.

ARTICLE III

PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of use in and to the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of ABM to suspend the voting rights and right to use of the common areas by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for each infraction of its published rules and regulations;

(b) The right of ABM to dedicate or transfer all or any part of the common areas 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 agreeing to such dedication or transfer is approved by two-thirds (2/3) of each class of members has been recorded.

2. Delegation of Use. Any owner may delegate, subject to compliance with this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of ABM, his right of use of the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. All parties to whom these rights are delegated shall be subject to compliance with this Declaration and all rules and regulations

referred to herein as may, from time to time, be duly adopted by an authorized corporation or entity. No such delegation shall relieve the owner of his obligations to comply with all terms and conditions of this Declaration and with the Articles of Incorporation, Bylaws and rules and regulations of ABM, nor shall such delegation relieve the owner of responsibility for payment for all assessments applicable to his lot.

3. Waiver of Use. No owner may exempt himself from personal responsibility for compliance with this Declaration or for the payment of assessments duly levied by ABM, nor release the lot owned by such owner from the liens and charges hereof, by waiver of the use and enjoyment of the common areas or the facilities thereon, or by the abandonment of his lot, or by the delegation of his right of use of such areas and facilities.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN ABM

1. Every owner of a lot within AHWATUKEE which is subject to assessment shall be a member of ABM. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. ABM now has one (1) class of voting membership:

Class A. Class A members shall be all Lot owners, including the Declarant, and they 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 determine, but in no event shall more than one vote be cast with respect to any lot. In the event more than one vote is cast with respect to any one lot, all such votes shall be disregarded.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS OF ABM

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within AHWATUKEE 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 ABM: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The ABM annual and special assessments, together with interest, costs and reasonable attorneys' fees, incurred in the collection of such assessments, shall be a charge on the land and shall be a continuing lien upon the property 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 became due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by ABM shall be used exclusively to promote the recreation, health, safety and welfare of the residents within AHWATUKEE by providing for the improvement and maintenance of the common areas and parks within AHWATUKEE, and to permit the Board of Directors to carry out their obligations consistent with this Declaration and the purposes of Aahwatukee Board of Management.

3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be Forty-Four (\$44.00) Dollars per lot.

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

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

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

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, ABM may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of all members of ABM who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4

shall be sent to all members not less than thirty (30) 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 sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis or as otherwise determined from time to time by the Board of Directors.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The first assessment shall be paid through escrow upon purchase of the lot and annually thereafter. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The ABM shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the corporation setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the ABM as to the status of assessments on a lot is binding upon the ABM as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the ABM. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The ABM may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property, and the ABM shall be entitled to recover its costs, expenses and reasonable attorneys fees incurred in the collection of the delinquent assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of his lot.

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 deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from

liability for any assessment thereafter becoming due or from the lien thereof.

10. Abandoned or Unattended Lot. If a lot is abandoned or left unattended, ABM shall have the right and power to enter the lot and perform all repairs and maintenance work necessary to keep said lot in a reasonably nice appearance, provided that, ABM give thirty (30) days written notice of its intent to enter and remedy deficiencies in repairs and maintenance. Notice shall be sent by first class mail to the address provided to ABM for assessment purposes and shall be deemed effective upon mailing.

The costs and expenses incurred by ABM in entering the lot to perform necessary repair and maintenance work together with interest thereon at the rate of ten percent (10%) per annum and reasonable attorneys' fees incurred in the collection thereof shall be the personal obligation of the owner of the lot and shall be a continuing lien upon the premises. ABM shall have the right and obligation to recover these sums by bringing an action at law against the owner who is personally obligated and/or by foreclosing the lien against the property.

ARTICLE VI

GENERAL PROVISIONS

1. Enforcement. The ABM or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the ABM or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event legal action is filed hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees incurred in addition to any relief or judgment ordered by the Court.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Annexation. The Developer of AHWATUKEE shall have the right to annex additional residential property, parks, RV parking, and common areas to AHWATUKEE and to include those common areas within the properties to be maintained by ABM. After the Developer has completed construction within AHWATUKEE, additional residential property and common areas may be annexed to AHWATUKEE with the consent of two-thirds (2/3) of the members in ABM.

4. Assessments. Assessments shall not be levied, nor shall the Developer be obligated to pay assessments, on lots which have not been developed and sold. The assessment of the lot shall

be made and payment due thereon upon conveyance of a lot to an owner.

5. Right to Lease. No lot nor dwelling unit shall be leased by an owner, nor landlord-tenant relationship established unless such lease or landlord-tenant relationship is in writing and the lessee or tenant has agreed in writing that the lease is subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations duly adopted by ABM. Said writing shall provide that any failure of the lessee or tenant to comply with the terms of such documents or rules and regulations shall be a default under the lease. The failure of an owner of a Lot and/or dwelling unit to so provide shall make such owner personally liable for any damages suffered by ABM due to such failure.

6. Saving Clause. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of ABM, or twenty-one (21) years after the death of the last survivor of all of said incorporators' children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

7. Injunctive Relief. Failure of the owner or any occupant of a lot to comply with the provisions of this Declaration, as from time to time amended, the Articles of Incorporation, the Bylaws and the rules and regulations of ABM shall be grounds for an action to recover sums due for damages and/or for injunctive relief.

ARTICLE VII

AMENDMENTS

1. Amendment. This Declaration may be amended or revoked at any time by a instrument signed by the owners of not less than two-thirds (2/3) of the lots. This Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless, at any time from the date of its recording, it is amended

pursuant to this paragraph. No amendment shall be effective until recorded. No amendment shall relieve an owner from mandatory membership in ABM or from the payment of any assessments payable to any said entities.

2. FHA/VA Approval. As long as there is a Class B membership in ABM and if this subdivision is approved for mortgage insurance commitments by FHA/VA, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of Additional Properties, Dedication of Common Areas or Restricted Common Areas, and Amendment of this Declaration.

3. FNMA/GNMA Approval. For as long a period of time as may be required to fully amortize any mortgage or deed of trust upon any of the lots upon which the Federal National Mortgage Association (FNMA) or the Government National Mortgage Association (GNMA) has an interest, no amendment shall be made which would be deemed to be in conflict with, or contrary to, the terms of any promissory note, mortgage, deed of trust, regulatory agreement or document executed by the ABM or any of the owners for purposes of obtaining financing which involves FNMA or GNMA, as the case may be.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of January, 1986.

CHICAGO TITLE AGENCY OF ARIZONA, INC.,
an Arizona corporation, Trustee

By [Signature]
Its Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 24th day of January, 1986, before me, the undersigned notary public personally appeared T. A. Novak who acknowledged himself to be the Trust Officer of CHICAGO TITLE AGENCY OF ARIZONA, INC., an Arizona corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.

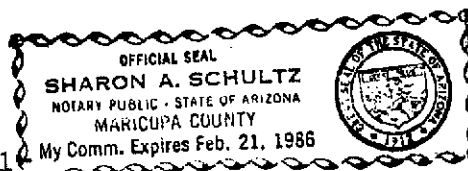
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

2-21-86

L19:02/mt



WHEN RECORDED RETURN TO:

Samuel L. Ciatu, Esq.
Brown & Bain, P.A.
222 N. Central Avenue
P.O. Box 400
Phoenix, Arizona 85001

PROP RSTR (RS)

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
SEP 30 '87 -10 00	
KEITH POLETIS, County Recorder	
FEE / 5 -	PGS / 1 / H.L.
87 605758	

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CANYON HEIGHTS

The undersigned, owner of that certain real property situated in the County of Maricopa, State of Arizona, to wit:

Lots 6629 through 6660, inclusive, and Lots 6688 through 6703, inclusive, AHWATUKEE FS-19, Final Plat according to Book 295 of Maps, Page 37 and Certificate of Correction recorded at Recorder's No. 86 197295 and at Recorder's No. 86 384606, Records of Maricopa County, Arizona;

hereby declares that all of the said property 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 property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to the Canyon Heights Owners Association, a non-profit corporation which has been or will be incorporated under the laws of the State of Arizona to administer this Declaration.

2. "Canyon Heights" shall mean and refer to all that real property described above, and any additional property which Developer may obtain or designate for Development as part of "Canyon Heights" by supplemental declaration hereto.

3. "Common Area" shall mean any property owned by the Association and any property upon which are located improvements or landscaping as to which the Association obligates itself to install, replace, maintain or repair.

4. "Declarant" shall mean and refer to TCR-Ahwatukee Phase I Limited Partnership, a Texas limited partnership, and its successors and assigns, if such successors or assigns could acquire more than one undeveloped Lot from the Declarant for the purpose of development and Declarant is no longer developing Lots.

5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

6. "Developer" shall mean and refer to TCR-Ahwatukee Phase I Limited Partnership, a Texas limited partnership, and its successors and assigns and to any other contractor who builds for resale a significant number of houses or lots within the subject property at any time when Declarant is no longer so building.

7. "Lot" shall mean and refer to any plot of land shown upon the recorded plat of AHWATUKEE FS-19, as such may be amended from time to time, and which has been made subject to this Declaration.

8. "Owner" shall mean and refer to the record owner of equitable title (or legal title if equitable title has merged), whether one or more persons or entities, of any Lot, but excluding those having such interest merely as security for the performance of an obligation, and further excluding any buyer of a new residence from Developer or Declarant until the sales escrow has closed and such buyer becomes the owner of record of legal title.

9. "Plat" shall mean AHWATUKEE FS-19, Final Plat according to Book 295 of Maps, Page 37 and Certificate of Correction recorded at Recorder's No. 86 197295 and at Recorder's No. 86 384606, Records of Maricopa County, Arizona.

The aforesaid definitions shall be applicable to this Declaration and also to any other supplemental or amended Declaration (unless the context prohibits) filed in accordance with this Declaration.

ARTICLE II

EASEMENTS

1. Perimeter Wall Easement. There is hereby created an affirmative easement in favor of the Association, its employees and agents, upon, over, and across each Lot adjacent to the perimeter boundary of Canyon Heights for reasonable ingress, egress, installation, replacement, maintenance and repair of the wall which separates the various Lots from City of Phoenix property (namely the perimeter wall along Knox Road and 36th Street).

2. Entryway Easement. There is hereby created an affirmative easement in favor of the Association, its employees and agents, upon, over and across Lots 6703 and 6660 as shown on the Plat for reasonable ingress, egress, installation, replacement, maintenance and repair of the perimeter wall and other features of the entryway to Canyon Heights located at the intersection of 36th Street and Tere Street.

3. Legal Description of Perimeter Wall and Entryway. The actual legal description of the area within which the perimeter wall and entryway features are located is set forth on Exhibit "A" hereto. There is hereby created an additional affirmative easement in favor of the Association, its employees and agents upon, over and across said area for reasonable ingress, egress, installation, replacement, maintenance and repair of the improvements and landscaping located or to be located thereon.

4. Drainage Easement Easement. There is hereby created an affirmative easement in favor of the Association, its employees and agents, upon, over and across the area designated as "Drainage Easement" on the Plat for reasonable ingress, egress, installation, replacement, maintenance and repair of the drainage facility located thereon.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Every owner of a Lot within Canyon Heights 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.

2. Except as provided hereinafter, each member, including the Declarant, 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 determine, but in no event shall more than one vote be cast with respect to any lot. In the event more than one vote is cast with respect to any one lot, all such votes shall be disregarded.

3. Notwithstanding the foregoing, until Declarant no longer owns any of the Lots in Canyon Heights, it shall have the sole right to vote on and control any and all matters relating to the Declaration or the Association as though it still owned all of the Lots.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS OF THE ASSOCIATION

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within Canyon Heights 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 Association's annual and special assessments, together with interest, costs and reasonable attorneys' fees, incurred in the collection of such assessments, shall be a charge on the land and shall be a continuing lien upon the property 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 became due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them. Notwithstanding the generality of the foregoing, any Lots owned by Declarant shall be exempt from any and all assessments.

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 within Canyon Heights by providing for the improvement and maintenance of any common areas or other areas agreed to be maintained by the Association, and to permit the Board of Directors to carry out their obligations consistent with this Declaration and the purposes of the Association. The Association hereby agrees to maintain the drainage facility located within the "Drainage Easement" as shown on the Plat and the structural components of, and exterior face of, the perimeter walls of Canyon Heights along Knox Road and 36th Street as well as the landscaping located adjacent to such walls on City of Phoenix property and the entryway improvements and landscape, both of which are contained in the area more particularly described on Exhibit "A" hereto.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One-Hundred and Eight Dollars (\$108.00) per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year by the Association. Until the last Lot has been conveyed to an unrelated third party, Declarant shall fund any deficit in operating revenues of the Association, and any surplus shall belong to Declarant.

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 applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) 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 sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots. Special assessments shall be collected as determined from time to time by the Board of Directors. Annual assessments shall be payable in equal quarterly installments in advance on the first day of each calendar quarter.

7. Date of Commencement of Annual Assessments: Due Dates. Liability for the annual assessments provided for herein shall commence on the conveyance of the Lot to the Owner. The first annual assessment shall be adjusted according to the number of days remaining in the assessment year. The pro-rated portion of the current quarterly installment of the annual assessment shall be paid through escrow upon purchase of the Lot and quarterly thereafter. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, which shall be a calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the corporation setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid on the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property, and the Association shall be entitled to recover its costs, expenses and reasonable attorneys fees incurred in the collection of the delinquent assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of his lot.

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 deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

10. Abandoned or Unattended Lot. If a lot is abandoned or left unattended, the Association shall have the right and power to enter the lot and perform all repairs and maintenance work necessary to keep said lot in a reasonably nice appearance, provided that, the Association give thirty (30) days written notice of its intent to enter and remedy deficiencies in repairs and maintenance. Notice shall be sent by first class mail to the address provided to the Association for assessment purposes and shall be deemed effective upon mailing.

The costs and expenses incurred by the Association in entering the lot to perform necessary repair and maintenance work together with interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys fees incurred in the collection thereof shall be the personal obligation of the owner of the lot and shall be a continuing lien upon the premises. The Association shall have the right and obligation to recover these sums by bringing an action at law against the owner who is personally obligated and/or by foreclosing the lien against the property.

ARTICLE V

GENERAL PROVISIONS

1. Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity,

all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event legal action is filed hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees incurred in addition to any relief or judgment ordered by the Court.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Annexation. The Developer of Canyon Heights shall at any time have the right to annex additional residential property and common areas to Canyon Heights and to include those common areas, as well as City of Phoenix property adjacent to the perimeter walls along Knox Road and 36th Street, as properties to be maintained by the Association. It is understood that Developer's present intention is to annex Lots 6598 through 6628, 6661 through 6687, and 6704 through 6706 as shown on the Plat either prior to or following completion of all construction on the Lots being currently made subject to this Declaration. After the Developer has completed construction within Canyon Heights and no longer owns any Lots (including those intended to be annexed as herein described), additional residential property and common areas may also be annexed to Canyon Heights with the consent of two-thirds (2/3) of the members in the Association.

4. Assessments. Notwithstanding anything in this Declaration to the contrary, assessments shall not be levied, nor shall the Developer be obligated to pay assessments, on lots which have not been developed and sold. The assessment of the lot shall be made and payment due thereon upon conveyance of a lot to an owner.

5. Right to Lease. No lot nor dwelling unit shall be leased by an owner, nor landlord-tenant relationship established unless such lease or landlord-tenant relationship is in writing and the lessee or tenant has agreed in writing that the lease is subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations duly adopted by the Association. Said writing shall provide that any failure of the lessee or tenant to comply with the terms of such documents or rules and regulations shall be a default under the lease. The failure of an owner of a Lot and/or dwelling unit to so provide shall make such owner personally liable for any damages suffered by the Association due to such failure.

6. Saving Clause. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should operate to render this agreement invalid, this agreement shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs or section or sections had not been inserted. In the event that any provision or provisions of this instrument appear to be violative of the Rule against Perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association, or twenty-one (21) years after the death of the last survivor of all of said incorporators' children or grandchildren who shall be living at the time this instrument is executed, whichever is the later.

7. Injunctive Relief. Failure of the owner or any occupant of a lot to comply with the provisions of this Declaration, as from time to time amended, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association shall be grounds for an action to recover sums due for damages and/or for injunctive relief.

ARTICLE VI

AMENDMENTS

1. Amendment. This Declaration may be amended or revoked at any time by an instrument signed by the owners of not less than two-thirds (2/3) of the lots. This Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless, at any time from the date of its recording, it is amended pursuant to this paragraph. No amendment shall be effective until recorded. No amendment shall relieve an owner from mandatory membership in the Association or from the payment of any assessments payable to any said entities. Notwithstanding the foregoing, Declarant reserves the right to reasonably amend the Declaration from time to time so long as it owns any Lot.

2. FHA/VA Approval. If this subdivision is approved for mortgage insurance commitments by FHA/VA, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration (if required by federal law or regulation): Annexation of Additional Properties,

COURT RUN MESSENGER REQUEST

FOR DOCKETING ONLY

B & B OTHER

9/30

Attorney

KC/SLC

Deadline

TODAY AFTER 3:30

Document Title

Cause No.

COURTS: (Check One)

- SUPERIOR COURT (101 West Jefferson)
- U.S. DISTRICT COURT (230 North First Avenue)
- BANKRUPTCY COURT (230 North First Avenue, Fifth Floor)
- ARIZONA COURT OF APPEALS (State Capitol, Southwest Wing, First Floor)
- ARIZONA SUPREME COURT (State Capitol, Southwest Wing, Room 201)
- OTHER

JUSTICE COURTS

- CENTRAL PHOENIX PRECINCT
- NORTHEAST PHOENIX PRECINCT
- NORTHWEST PHOENIX PRECINCT
- OTHER
- EAST PHOENIX PRECINCT NO. 1
- EAST PHOENIX PRECINCT NO. 2
- WEST PHOENIX PRECINCT

PRECINCT AND ADDRESS

SERVICE REQUESTED: (Check the Appropriate)

- FILE WITH CLERK (No conformed copy needed or wanted)
- FILE AND HAVE COPY INITIALED/DATED AND BRING BACK (Superior Court only)
- FILE ORIGINAL AND 1 COPY, GET OTHER COPY CONFORMED, BRING BACK (District/Bankruptcy)
- FILE, ISSUE AND SERVE _____ OR RETURN _____
- CERTIFIED COPIES NEEDED
- PICK UP FROM MICROFILM
- OBTAIN TRANSCRIPT _____ RECORD _____
- DELIVER TO JUDGE OR SECRETARY ONLY _____ (Judge's Name)
- OBTAIN JUDGE'S SIGNATURE AND FILE _____ RETURN CONFORMED COPY _____
- RECORD WITH (MARICOPA COUNTY RECORDER)

SPECIAL INSTRUCTIONS: pick-up

CHARGE TO: (CLIENT AND MATTER) (FILE NUMBER)

DELIVERY COMPLETED: By: Ramsey Date: 10/1 Time: 4:50

Zone: Vehicle:

443

When Recorded Return to:

Samuel L. Ciatu, Esq.
BROWN & BAIN, P.A.
222 North Central Avenue
Post Office Box 400
Phoenix, Arizona 85001

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
APR 8 1988 4:00		
KEITH POLETIS, County Recorder		
FEE 10 ⁰⁰	PGS 6	D.E.

88 166737

SUPPLEMENTAL DECLARATION
TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CANYON HEIGHTS

MOD RSTR (DF)

This Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions of Canyon Heights is made pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions of Canyon Heights recorded in the official records of Maricopa County, Arizona on September 30, 1987 at Recording No. 87605758 ("Declaration") wherein Developer has reserved the right to annex additional residential property and common areas to Canyon Heights and to include those common areas, as well as City of Phoenix property adjacent to the perimeter walls along Knox Road and 36th Street, as properties to be maintained by the Association.

1. There is hereby annexed to Canyon Heights and made subject to the Declaration the following real property situated in the County of Maricopa, State of Arizona, to wit: Lots 6598 through 6628, 6661 through 6687, and 6704 through 6706, inclusive, AHWATUKEE FS-19, Final Plat according to Book 295 of Maps, Page 37 and Certificate of Correction recorded at Recorder's No. 86197295 and at Recorder's No. 86384606, records of Maricopa County, Arizona.

2. There is hereby added to Exhibit "A" of the Declaration the additional legal description set forth on Exhibit "A" attached hereto.

3. Developer hereby evidences its intent to include the perimeter wall that separates the lots annexed hereby from City of Phoenix property (namely the perimeter walls along Knox Road and 36th Street), as well as City of Phoenix property adjacent to such perimeter walls along Knox Road and 36th Street, as properties to be maintained by the Association.

Developer:

TCR-AHWATUKEE PHASE I LIMITED
PARTNERSHIP, a Texas Limited
Partnership

By: TRAMMELL CROW HOMES PHOENIX,
INC., a Texas corporation,
General Partner

By


Warren D. Hunter, President

APPROVED BY:

CANYON HEIGHTS OWNERS ASSOCIATION

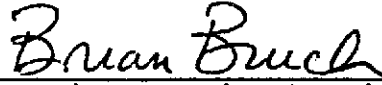
By


Warren D. Hunter, President

APPROVED BY:

BRIGHTON DEVELOPMENT, INC.

By


Brian Burch, President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31 day of March, 1988, before me, the undersigned Notary Public, personally appeared WARREN D. HUNTER, who acknowledged himself to be the President of TRAMMELL CROW HOMES PHOENIX, INC., a Texas corporation, General Partner of TCR-AHWATUKEE PHASE I LIMITED PARTNERSHIP, a Texas limited partnership, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as President of its general partner.

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

Susan M. Dickin
Notary Public

My Commission Expires:
My Commission Expires Jan. 14, 1992

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 31 day of March, 1988, before me, the undersigned Notary Public, personally appeared WARREN D. HUNTER, who acknowledged himself to be the President of CANYON HEIGHTS OWNERS ASSOCIATION, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as President.

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

Susan M. Dickin
Notary Public

My Commission Expires:
My Commission Expires Jan. 14, 1992



BROOKS, HERSEY & ASSOCIATES, INC.
ENGINEERS/SURVEYORS

Job No. 321-02-PP-01
March 31, 1988
W.L.C.

LEGAL DESCRIPTION
WALL EASEMENT PARCELS
CANYON HEIGHTS
PHASE II

Being a portion of AHWATUKEE FS-19 as recorded in Book 295, Page 37 of the Maricopa County Recorders Office and being more particularly described as follows:

Parcel 1

Beginning at the Northwest corner of Lot 6629 of the said AHWATUKEE FS-19, a point in the South right-of-way line of Knox Road and the beginning of a curve concave to the South having a radius of 874.87 feet, the radial to said beginning bearing North 00° 05' 54" West;

thence Westerly along said right-of-way through a central angle of 64° 38' 40" an arc distance of 987.08 feet;

thence South 25° 15' 26" West 100.35 feet to the beginning of a tangent curve concave to the Northwest having a radius of 430.00 feet;

thence Southwesterly along said curve through a central angle of 25° 17' 28" and arc distance of 189.81 feet to the Northwest corner of Lot 6614;

thence leaving the said right-of-way of Knox Road South 39° 27' 06" East 3.00 feet along the West boundary of said Ahwatukee FS-19 and the beginning of a curve concave to the Northwest having a radius of 433.00 feet, the radial to said beginning bearing North 39° 27' 06" West;

thence Northeasterly along said curve through a central angle of 25° 17' 28" an arc distance of 191.24 feet;

thence North 25° 15' 26" East 100.35 feet to the beginning of a tangent curve concave to the South having a radius of 871.87 feet;

thence Easterly along said curve through a central angle of 64° 38' 40" an arc distance of 983.70 feet;

thence North 00° 05' 54" West 3.00 feet to the POINT OF BEGINNING.

Parcel 2

Commencing at the Southeast corner of Lot 6660 of said AHWATUKEE FS-19, a point in the West right-of-way line of 36th Street;
thence North 89° 53' 47" West, 20.00 feet to the intersection of the South line of said Lot 6660 and the West line of a 20 foot drainage easement and THE TRUE POINT OF BEGINNING;
thence North 89° 53' 47" West, 2.33 feet along the South line of Lot 6660 to a point;
thence North 00° 06' 13" East, 112.51 feet;
thence North 44° 53' 47" West, 9.17 feet;
thence North 89° 53' 47" West, 5.59 feet;
thence North 00° 06' 13" East, 11.00 feet to a point on the South right-of-way line of Tere Street;
thence South 89° 53' 47" East, 14.40 feet along said South line to a point on the said West line of the 20 foot drainage easement;
thence South 00° 06' 13" West, 130.00 feet along the said West line of the 20 foot drainage easement to THE TRUE POINT OF BEGINNING.



Job No. 321-01-FP-01
 Revised September 21, 1987
 W.L.C.

BROOKS, HERSEY & ASSOCIATES, INC.
 ENGINEERS/SURVEYORS

LEGAL DESCRIPTION
 WALL EASEMENT PARCELS
 CANYON HEIGHTS
 PHASE I

Being a portion of AHWATUKEE FS-19 as recorded in Book 295 page 37 of the Maricopa County Recorders Office and being more particularly described as follows:

Parcel 1

Beginning at the Northwest corner of Lot 6629 of the said AHWATUKEE FS-19, a point in the South right-of-way line of Knox Road;
 thence South 88° 16' 48" East, 315.16 feet along the said South right-of-way line of Knox Road;
 thence North 89° 54' 06" East, 179.98 feet along said right-of-way to the beginning of a tangent curve concave to the southwest having a radius of 20.00 feet;
 thence continuing along the South right-of-way of Knox Road and the West right-of-way of 36th Street, Southeasterly along said curve through a central angle of 90° 12' 07" an arc distance of 31.49 feet;
 thence South 00° 06' 13" West, 596.81 feet to the beginning of a tangent curve concave to the Northwest, having a radius of 12.00 feet;
 thence continuing along the West right-of-way of 36th Street and the North right-of-way of Tere Street, Southwesterly along said curve through a central angle of 90° 00' 00", an arc distance of 18.85 feet;
 thence North 89° 53' 47" West, 21.40 feet;
 thence, leaving the said North right-of-way of Tere Street, North 00° 06' 13" East, 11.00 feet;
 thence South 89° 53' 47" East, 10.99 feet to a point;
 thence North 45° 06' 13" East, 28.86 feet to a point;
 thence North 00° 06' 13" East, 566.05 feet to a point;
 thence North 44° 39' 51" West, 40.11 feet to a point;
 thence South 89° 54' 06" West, 168.68 feet to a point;
 thence North 88° 16' 48" West, 315.12 feet to a point on the West line of said Lot 6629;
 thence North 00° 05' 54" West, 3.00 feet along the said West line to the Northwest corner of said Lot 6629 and THE POINT OF BEGINNING.

Legal Description
 Canyon Heights
 Phase II
 Page 2

Parcel 2

Commencing at the Southeast corner of Lot 6660 of said AHWATUKEE FS-19, a point in the West right-of-way line of 36th Street;

thence North 89° 53' 47" West, 20.00 feet to the intersection of the South line of said Lot 6660 and the West line of a 20 foot drainage easement and THE TRUE POINT OF BEGINNING;

thence South 00° 06' 13" West 120.00 feet along the West line of said 20 foot drainage easement to the North right-of-way of Manso Street;

thence North 89° 53' 47" West 15.07 feet;

thence North 00° 06' 13" East 11.00 feet;

thence South 89° 53' 47" East, 5.59 feet;

thence North 45° 06' 13" East, 9.17 feet;

thence North 00° 06' 13" East, 102.51 feet;

thence South 89° 53' 47" East, 3.00 feet to the TRUE POINT OF BEGINNING.

Parcel 3

Commencing at the Southeast corner of Lot 6704 of said AHWATUKEE FS-19, a point in the West right-of-way line of 36th Street;

thence North 89° 53' 47" West, 20.00 feet to the intersection of the South line of said Lot 6704 and the West line of a 20-foot drainage easement and THE TRUE POINT OF BEGINNING;

thence North 00° 06' 13" East 130.00 feet along the West line of said 20-foot drainage easement to the South right-of-way of Manso Street;

thence North 89° 53' 47" West 15.07 feet;

thence South 00° 06' 13" West 11.00 feet;

thence South 89° 53' 47" East 5.59 feet;

thence South 44° 53' 47" East 9.17 feet;

thence South 00° 06' 13" West 112.51 feet;

thence South 89° 53' 47" East 3.00 feet to THE TRUE POINT OF BEGINNING.



Brown & Bain, P.A.
222 North Central Avenue
Phoenix, Arizona 85004

88 285889

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CANYON HEIGHTS AND TO SUPPLEMENTAL
DECLARATION TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CANYON HEIGHTS

MOD RSTR (DF)

This Amendment to Declaration of Covenants, Conditions and Restrictions of Canyon Heights and to Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions of Canyon Heights is made as of the 1st day of June, 1988.

R E C I T A L S :

A. WHEREAS that certain Declaration of Covenants, Conditions and Restrictions of Canyon Heights was recorded in the official records of Maricopa County, Arizona on September 30, 1987 at recording No. 87605758 ("Declaration");

B. WHEREAS that certain Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions of Canyon Heights was recorded in the official records of Maricopa County, Arizona on April 8, 1988 at recording No. 88166737 ("Supplemental Declaration"); and

C. WHEREAS the legal descriptions contained in Exhibit A of both the Declaration and the Supplemental Declaration have been found to be incorrect, and it is desirable to amend both the Declaration and the Supplemental Declaration to correct such legal descriptions.

NOW THEREFORE the Declaration and the Supplemental Declaration are amended as follows:

1. The legal description attached hereto as Exhibit A is hereby substituted for the legal description contained in

Exhibit A to the Declaration.

88 285889

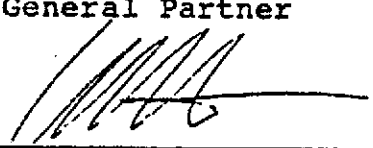
2. The legal description attached hereto as Exhibit B is hereby substituted for the legal description contained in Exhibit A to the Supplemental Declaration.

3. All other terms and conditions of the Declaration and the Supplemental Declaration shall remain in full force and effect.

Developer:

TCR--AHWATUKEE PHASE I
LIMITED PARTNERSHIP,
a Texas Limited Partnership

By: TRAMMELL CROW HOMES PHOENIX
INC., a Texas corporation,
General Partner

By: 
Warren D. Hunter, President

APPROVED BY:

CANYON HEIGHTS OWNERS ASSOCIATION

By: 
Warren D. Hunter, President

APPROVED BY:

BRIGHTON DEVELOPMENT, INC.

By: 
Brian Burch, President

STATE OF ARIZONA)
) ss.
County of Maricopa)

88 285830

On this 1 day of JUNE, 1988, before me, the undersigned Notary Public, personally appeared WARREN D. HUNTER, who acknowledged himself to be the President of TRAMMELL CROW HOMES PHOENIX INC., a Texas corporation, General Partner of TCR-AHWATUKEE PHASE I LIMITED PARTNERSHIP, a Texas limited partnership, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as President of its general partner.

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

Susan M. Decker
Notary Public

My Commission Expires:

My Commission Expires Jan. 14, 1992

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 1 day of JUNE, 1988, before me, the undersigned Notary Public, personally appeared WARREN D. HUNTER, who acknowledged himself to be the President of CANYON HEIGHTS OWNERS ASSOCIATION, an Arizona nonprofit corporation, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as President.

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

Susan M. Decker
Notary Public

My Commission Expires:

My Commission Expires Jan. 14, 1992

STATE OF ARIZONA)
) ss.
County of Maricopa)

88 285880

On this 3rd day of June, 1988, before me, the undersigned Notary Public, personally appeared BRIAN BURCH, who acknowledged himself to be the President of BRIGHTON DEVELOPMENT, INC., and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Debra L. Mitta
Notary Public

My Commission Expires:

My Commission Expires July 03, 1990

My Commission Expires:



BROOKS, HERSEY & ASSOCIATES, INC.
ENGINEERS/SURVEYORS

Job No. 321-02-FP-03
Revised May 6, 1988
W.L.C.

88 285880

LEGAL DESCRIPTION
WALL EASEMENT PARCELS
CANYON HEIGHTS
PHASE I

Being a portion of AHWATUKEE FS-19 as recorded in ~~Book 295~~ page 37 of the Maricopa County Recorder's Office and being more particularly described as follows:

PARCEL 1

Beginning at the Northwest corner of Lot 6629 of the said AHWATUKEE FS-19, a point in the South right-of-way line of Knox Road;

thence South 88° 16' 48" East, 315.16 feet along the said South right-of-way line of Knox Road;

thence North 89° 54' 06" East, 179.98 feet along said right-of-way to the beginning of a tangent curve concave to the southwest having a radius of 20.00 feet;

thence continuing along the South right-of-way of Knox Road and the West right-of-way of 36th Street, Southeasterly along said curve through a central angle of 90° 12' 07" an arc distance of 31.49 feet;

thence South 00° 06' 13" West, 596.81 feet to the beginning of a tangent curve concave to the Northwest, having a radius of 12.00 feet;

thence continuing along the West right-of-way of 36th Street and the North right-of-way of Tere Street, Southwesterly along said curve through a central angle of 90° 00' 00", an arc distance of 18.85 feet;

thence North 89° 53' 47" West, 21.40 feet;

thence, leaving the said North right-of-way of Tere Street, North 00° 06' 13" East, 11.00 feet;

thence South 89° 53' 47" East, 10.99 feet;

thence North 45° 06' 13" East, 28.96 feet;

thence North 00° 06' 13" East, 521.74 feet;

thence North 89° 53' 47" West 6.00 feet;

thence North 00° 06' 13" East 9.00 feet;

thence South 89° 53' 47" East 6.00 feet;

thence North 00° 06' 13" East 35.31 feet;

thence North 44° 59' 51" West 40.11 feet;

thence South 89° 54' 06" West 85.96 feet;

thence South 00° 05' 54" East 4.00 feet;

thence South 89° 54' 06" West 10.00 feet;

thence North 00° 05' 54" West 4.00 feet;

thence South 89° 54' 06" West 72.72 feet;

thence North 88° 16' 48" West, 315.12 feet to a point on the West line of said Lot 6629;

thence North 00° 05' 54" West, 3.00 feet along the said West line to the Northwest corner of said Lot 6629 and THE TRUE POINT OF BEGINNING.





BROOKS, HERSEY & ASSOCIATES, INC.
ENGINEERS/SURVEYORS

Job No. 321-02-FP-03
Revised May 6, 1988
W.L.C.

88 285889

LEGAL DESCRIPTION
WALL EASEMENT PARCELS
CANYON HEIGHTS
PHASE II

Being a portion of AHWATUKEE FS-19 as recorded in Book 295, Page 37 of the Maricopa County Recorders Office and being more particularly described as follows:

PARCEL 1

Beginning at the Northwest corner of Lot 6629 of the said AHWATUKEE FS-19, a point in the South right-of-way line of Knox Road and the beginning of a curve concave to the South having a radius of 874.87 feet, the radial to said beginning bearing North 00° 05' 54" West;

thence Westerly along said right-of-way through a central angle of 64° 38' 40" an arc distance of 987.08 feet;

thence South 25° 15' 26" West 100.35 feet to the beginning of a tangent curve concave to the Northwest having a radius of 430.00 feet;

thence Southwesterly along said curve through a central angle of 25° 17' 28" an arc distance of 189.81 feet to the Northwest corner of Lot 6614;

thence leaving the said right-of-way of Knox Road South 39° 27' 06" East 3.00 feet along the West boundary of said Ahwatukee FS-19 to the beginning of a curve concave to the Northwest having a radius of 433.00 feet, the radial to said beginning bearing North 39° 27' 06" West;

thence Northeasterly along said curve through a central angle of 2° 54' 40" an arc distance of 22.00 feet;

thence radial to said curve South 42° 21' 46" East 6.00 feet to the beginning of a radial curve concave to the Northwest having a radius of 439.00 feet;

thence Northeasterly along said curve through a central angle of 3° 35' 21" an arc distance of 27.50 feet;

thence radial to said curve North 45° 57' 07" West 6.00 feet to the beginning of a radial curve concave to the Northwest having a radius of 433.00 feet;

thence Northeasterly along said curve through a central angle of 18° 47' 27" an arc distance of 142.01 feet;

thence North 25° 15' 26" East 82.73 feet to the Southwest line of Lot 6617;

thence South 64° 44' 34" East 1.50 feet along the Southwest line of said Lot 6617;

thence North 25° 15' 26" East 17.62 feet to the beginning of a tangent curve concave to the South having a radius of 870.37 feet;

thence Easterly along said curve through a central angle of $14^{\circ} 47' 59''$ an arc distance of 224.82 feet to a point on the Northeast line of Lot 6619;

thence North $49^{\circ} 56' 35''$ West 1.50 feet along said Northeast line to the beginning of a radial curve concave to the South having a radius of 871.87 feet;

thence Easterly along said curve through a central angle of $16^{\circ} 09' 12''$ an arc distance of 245.81 feet to a point on the Southwest line of Lot 6623;

thence South $33^{\circ} 47' 23''$ East 1.50 feet along said Southwest line to the beginning of a radial curve concave to the South having a radius of 870.37 feet;

thence Easterly along said curve through a central angle of $16^{\circ} 09' 12''$ an arc distance of 245.38 feet to the Northeast line of Lot 6625;

thence North $17^{\circ} 38' 11''$ West 1.50 feet to the beginning of a radial curve concave to the South having a radius of 871.87 feet;

thence Easterly along said curve through a central angle of $17^{\circ} 32' 17''$ an arc distance of 266.88 feet;

thence North $00^{\circ} 05' 54''$ West 3.00 feet to the POINT OF BEGINNING.



Parcel 2

Commencing at the Southeast corner of Lot 6660 of said AHWATUKEE FS-19, a point in the West right-of-way line of 36th Street;

thence North 89° 53' 47" West, 20.00 feet to the intersection of the South line of said Lot 6660 and the West line of a 20 foot drainage easement and THE TRUE POINT OF BEGINNING;

thence South 00° 06' 13" West 120.00 feet along the West line of said 20 foot drainage easement to the North right-of-way of Manso Street;

thence North 89° 53' 47" West 15.07 feet;

thence North 00° 06' 13" East 11.00 feet;

thence South 89° 53' 47" East, 5.59 feet;

thence North 45° 06' 13" East, 9.17 feet;

thence North 00° 06' 13" East, 102.51 feet;

thence South 89° 53' 47" East, 3.00 feet to the TRUE POINT OF BEGINNING.

Parcel 3

Commencing at the Southeast corner of Lot 6704 of said AHWATUKEE FS-19, a point in the West right-of-way line of 36th Street;

thence North 89° 53' 47" West, 20.00 feet to the intersection of the South line of said Lot 6704 and the West line of a 20-foot drainage easement and THE TRUE POINT OF BEGINNING;

thence North 00° 06' 13" East 130.00 feet along the West line of said 20-foot drainage easement to the South right-of-way of Manso Street;

thence North 89° 53' 47" West 15.07 feet;

thence South 00° 06' 13" West 11.00 feet;

thence South 89° 53' 47" East 5.59 feet;

thence South 44° 53' 47" East 9.17 feet;

thence South 00° 06' 13" West 112.51 feet;

thence South 89° 53' 47" East 3.00 feet to THE TRUE POINT OF BEGINNING.

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
JUN 13 '88 -4 00
KEITH POLETIS, County Recorder
FEE 1100 PGS 8 D.E.

REGISTERED PROFESSIONAL SURVEYOR
CERTIFICATE NO. 11750
SAMUEL S. HERSEY, JR.
1007
ARIZONA, U.S.A.



578

MOD RSTR (DF)

89 284429

When recorded return to:
George C. Wallach, Esq.
Brown & Bain, P.A.
2901 N. Central Avenue
P.O. Box 400
Phoenix, Arizona 85001-0400

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA JUN 21 1989-4 25 HELEN PURCELL, County Recorder FEE 31.00 PGS 27

89 286566

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AHWATUKEE FS-19

The Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 recorded in Official Records of Maricopa County, Arizona on March 19, 1986 at Document No. 86 130951 (the "Declaration") is hereby amended as follows:

1. Article I of the Declaration is hereby amended to add the following definition:

"9. "Canyon Heights Owners Association Architectural Control Committee" shall mean those three persons who are designated as such by the Board of Directors of the Canyon Heights Owners Association created pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Canyon Heights recorded in Official Records of Maricopa County, Arizona on September 30, 1987 at Document No. 87 605758. In the event such Board of Directors has not so designated, then the term "Canyon Heights Owners Association Architectural Control Committee" shall mean such Board of Directors from time to time as applicable."

2. There shall be added to the end of Section 1 of Article II of the Declaration the following:

"Notwithstanding the foregoing, for purposes of this Declaration, the term "building", and the term "structure" as used in Paragraph 8 of this Article, shall be deemed to specifically exclude any gazebo, ramada or similar structure, the architectural style and location of

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT

WRONG TIME

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ONT CC

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which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 14619
James J. Stricklin
Louise H. Stricklin
Unfiled Document

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by James J. Stricklin and Louise H. Stricklin.

Witness my Hand and Official Seal.
Diana W. Russell
Notary Public

My Commission Expires:
June 1, 1990

~~89 284429~~

-2-
89 286566

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6621
v. Paul J. Braderrick
x Carole K. Braderrick

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Paul J. Braderrick and Carole K. Braderrick.

Witness my Hand and Official Seal.
Daniel W. Russell
Notary Public

My Commission Expires:
June 1, 1990

~~89 284429~~

-2-

89 286566

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6625

x Alfredo H. Benavides
x Christine N. Benavides

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of JUNE 1989, by ALFREDO H. BENAVIDES and CHRISTINE N. BENAVIDES.

Witness my Hand and Official Seal.
Diana W. Russell
Notary Public

My Commission Expires:
June 1, 1990

~~89 284429~~

-2-

89 286566

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6626

X [Signature]
X [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of June, 1989, by GRANT M. HAMILL, and DICKIE L. HAMILL.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:

June 1, 1990

~~89 284429~~

-2-

89 286566

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6628

x Robert L. Padgett
x Connie Padgett

Unfiled Document

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14th day of June 1989, by ROBERT L. PADGETT and CONNIE PADGETT.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:
June 1, 1990

~~89-284429~~

-2-

89 286566

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6629
Richard Lake
Janet H. Lake
Witness

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Richard Lake and Janet H. Lake.

Witness my Hand and Official Seal.
Daniel W. Russell
Notary Public

My Commission Expires:
June 1, 1990

89 284429

-2-

89 286566

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6631
x David Naudin
x Jana Naudin

Useable Document

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 16th day of June, 1989, by David Naudin and Jana Naudin.

Witness my Hand and Official Seal.

Stanley Russell
Notary Public

My Commission Expires:

June 1, 1990

89 286566

89 284429

-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6637

X Hazel P Hamilton

X

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of June, 1989, by HAZEL P. HAMILTON and _____.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:

June 1, 1990

89 286566

89-284429

-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6644

[Signature]
x Yvonne L. Moore

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by PATRICK H. MOORE and YVONNE L. MOORE.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:

June 1, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6645

Paul Bibeau
x *Mary Lou Bibeau*

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of June, 1989, by PAUL BIBEAU and MARY LOU BIBEAU.

Witness my Hand and Official Seal.

Dancy Murray
Notary Public

My Commission Expires:
6/16/92

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6646
[Signature]
J. Rene Loginoff

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Paul L. Loginoff, and J. Rene Loginoff.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:
June 1, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6647
X James E. Bennett
X Patricia J. Bennett

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by James E. Bennett and Patricia F. Bennett.

Witness my Hand and Official Seal.
David Russell
Notary Public

My Commission Expires:
June 1, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 1651
X Wayne Wilson
X Paulette Wilson

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Wayne Wilson and Paulette Wilson

Witness my Hand and Official Seal.
David W. Russell
Notary Public

My Commission Expires:
June 1, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 1654
x Michael P. Jukick
x Carol T. Jukick

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Michael P. Jukick and Carol T. Jukick.

Witness my Hand and Official Seal.

William W. Russell
Notary Public

My Commission Expires:

June 1, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6656

x Edward B. Gettling
x James S. Gettling

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Edward B. Gettling and James S. Gettling.

Witness my Hand and Official Seal.

James W. Russell
Notary Public

My Commission Expires:

June, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No 6658

X [Signature]
X Meredith Butz

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of June, 1989, by BRIAN BUTZ and MEREDITH BUTZ.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:

6-16-89

89 286566

~~89 284429~~

-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6659

X Steven J. Burr

X David Dauphine

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of June, 1989, by STEVEN J. BURR and DAVID DAUPHINE.

Witness my Hand and Official Seal.

David W. Russell
Notary Public

My Commission Expires:

June 1, 1990

89 286566

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which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6679
X Richard Plant
X Lisa Plant

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of JUNE, 1989, by Richard Plant and Lisa Plant.

Witness my Hand and Official Seal.
John W. Russell
Notary Public

My Commission Expires:
January, 1990

89 286566

~~89 284429~~

-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee F5-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6651
Robert P. Esposito
Danna Esposito

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by ROBERT P. ESPOSITO and DANNA ESPOSITO.

Witness my Hand and Official Seal.

Stanley J. Russell
Notary Public

My Commission Expires:

June 1, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6682

X Joseph Magaret, Sr.
X Phyllis T. Magaret

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Joseph Magaret, Sr. and Phyllis T. Magaret

Witness my Hand and Official Seal.

Diane W. Russell
Notary Public

My Commission Expires:

June 1, 1990

89 286566

~~89 284429~~

-2-

which on any lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 16685
X James F. Christie
X Rosa E. Christie

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of JUNE, 1989, by JAMES F. CHRISTIE and ROSA E. CHRISTIE.

Witness my Hand and Official Seal.

Daniel W. Russell
Notary Public

My Commission Expires:
June 1, 1990

89 286566

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-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 16692

X Barry Schader
X Janice L. Schader

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Barry Schader and Janice L. Schader.

Witness my Hand and Official Seal.

Diana W. Russell
Notary Public

My Commission Expires:

June 1, 1990

89 286566

~~89 284429~~

-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6695
X Timothy H. Snyder
X Sally D. Snyder

STATE OF ARIZONA)
County of Maricopa) SS.

The foregoing instrument was acknowledged before me this 10th day of June, 1989, by Timothy H. Snyder, and Sally D. Snyder.

Witness my Hand and Official Seal.

James W. Russell
Notary Public

My Commission Expires:

June 1, 1990

89 286566

~~89 284429~~

-2-

which on any Lot has been approved prior to construction by the Canyon Heights Owners Association Architectural Control Committee."

3. Except as set forth herein, the Declaration shall otherwise remain the same and in full force and effect.

4. This First Amendment to Declaration of Covenants, Conditions and Restrictions of Ahwatukee FS-19 may be executed in one or more counterparts, and all executed counterparts of this page 2 may be appended to a single page 1, thereby constituting a complete document for the purposes herein set forth.

Lot No. 6699

X Margaret C. Brown

X George W. Brown

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 10th day of JUNE, 1989, by MARGARET C. BROWN and George W. Brown.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires:

June 1, 1990

