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1 OF 1

BROWNJ

When Recorded Mail to:

Clifford J. Frey
FREY & FREY, P.C.
3120 N. Arizona Ave., Suite 103
Chandler, Arizona 85225

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HACIENDAS, A SUBDIVISION OF THE NW ¼, NW ¼, SW ¼,
SECTION 28, T1S, R5E, G&SRB&M, MARICOPA COUNTY, ARIZONA**

KNOW ALL MEN BY THESE PRESENTS:

That the HACIENDAS, a partnership (hereinafter referred to as the "Declarant"), being the owner of that certain real property situate within the County of Maricopa, State of Arizona, to-wit:

Lots 1 through 59, inclusive, and Tracts A, B and C, Haciendas, a subdivision of the NW ¼ of the NW ¼ of the SW ¼ of the SW ¼ of Section 28, T1S, R5E, G&SRB&M, in accordance with the Plat attached hereto marked Exhibit "A" and by reference made a part hereof;

and desiring to establish a general plan for the improvement, development, use and enjoyment of

the properties described above, do hereby declare said property shall be held, sold and conveyed subject to the following express covenants, stipulations, conditions, reservations and restrictions (hereinafter collectively sometimes call "Restrictions"), all of which are to be construed as restrictive covenants running with the land and title to said premises and with each and every part, lot and parcel thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

SECTION 1: "Association" shall mean the Haciendas Improvement Association, Inc., and Arizona non-profit corporation, its successors and assigns.

SECTION 2: "Common Areas" shall mean all property (including particularly, but not necessarily limited to Tracts A, B and C, and any recreational or community facilities, improvements, swimming pools, landscaping, paving, etc. located thereon) owned by the Association for the common use and enjoyment of the members of the Association.

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SECTION 3: "Lot" shall mean the separately designated lots numbered one (1) to fifty-nine (59), inclusive, (subject to the provisions of Article II, Section 16 hereof) shown in the subdivision plat of Haciendas, together with any improvements thereon.

SECTION 4: "Member" shall mean every person or entity that holds membership in the Association.

SECTION 5: "Owner" shall mean the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has merged) in any lot which is part of the properties. An owner does not include a person or entity that holds an interest in a lot merely as security for the performance of an obligation.

SECTION 6: "Properties" or "Premise" or "Subdivision" shall mean that certain real property

hereinabove described.

ARTICLE II

USE RESTRICTIONS

SECTION 1: All of the lots and each and every one are for single family, residential purposes only. Subject to this Declaration of Restrictions, no improvement or structure whatever other than a first-class private dwelling house, patio walls, swimming pool, and customary outbuildings, garage, carport, may be erected or maintained on any lot in such premises.

SECTION 2: No noxious or offensive activity may be carried on or permitted on any part of the properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the premises be used for business, professional, commercial, rest home (including but not limited to care of or treatment of the physically or mentally sick or disabled), religious or institutional purposes.

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SECTION 3: No sign (other than a name and address sign) of any nature whatsoever shall be displayed or placed upon any lot except "for rent" or "for sale" signs, referring only to the premises on which displayed and said sign shall not exceed to square feet in size and one sign to a lot.

SECTION 4: Only commonly accepted household pets (not exceeding two in number) may be kept on a lot, provided that such commonly accepted household pets are not kept, bred or maintained for any commercial purposes; no other animals, fish or birds of any kind shall be raised, bred or kept on any part of the premises except with the written permission of the Directors of the Association first obtained. Any animals allowed to run loose, whether owned by residents, or strays, shall be removed by action of the Board.

SECTION 5: All electric, gas, power, telephone, water and other service and utility lines, pipes

and/or other structures and media for transmission thereof shall be placed and maintained underground, except above ground service pedestals and switch cabinets, and except to the extent (if any) such underground placement may be prohibited by law, and except for such above ground structures and/or media for transmission as may be approved in writing by the Board of Directors of the Association.

SECTION 6: Except for trucks or vans belonging to persons doing work on the premises during daylight hours (or at other times during emergencies), trucks, buses, vans, trailers, boats, unlicensed or inoperable cars, campers and similar type vehicles or equipment shall not be parked in the streets or front yards, but shall be kept or parked only in garages (and garage doors must be closed when such vehicles or equipment or other items or storage are kept therein), unless written approval is obtained from the Board of Directors of the Association with respect to some other place and/or manner of keeping or parking such vehicles or equipment. Except for antique cars, this Section does not apply to passenger automobiles and/or station wagons. If the Board of Directors of the Association determines that a vehicle (including but not limited to a motorbike or motorcycle) is creating loud or annoying noises by virtue of its operation within the properties, such determination shall be conclusive evidence that such operation of the vehicle is a nuisance to the neighborhood and such operation shall, upon notice by the Board to the owner or operator thereof, be prohibited within the properties. Carports also are to be kept free of unsightly vehicles and equipment. Overnight parking is permitted in designated area by the pool. Parking not allowed on grass, gravel, or bricks in front of homes. Concrete is for parking only.

SECTION 7: All screening areas and fences, hedges or walls shall be maintained upon the premises in accordance with their original construction or installation, except as otherwise approved by the Board of Directors of the Association.

SECTION 8: All clotheslines, equipment, service areas, woodpiles, storage piles and storage areas shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring property and streets. All rubbish, trash, or garbage shall be removed from the premises and shall not be burned on, or allowed to accumulate on, the premises. No incinerators, except that approved in writing by the Board of Directors of the Association, shall be permitted on the premises.

SECTION 9: Each lot shall be landscaped and maintained in accordance with the rules and regulations prescribed from time to time by the Board of Directors of the Association.

SECTION 10: No substantial changes in the elevations of the land shall be made on the premises.

SECTION 11: No elevated tanks of any kind and no amateur radio or exterior radio or television transmission or receiving towers or antennae shall be erected, placed or maintained on any part of the premises without the prior written consent of the Board of Directors of the Association, except TV antennas and solar panels.

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SECTION 12: None of the lots shall be re-subdivided into smaller lots or conveyed or encumbered in less than the full original dimensions as shown on the plat of this subdivision. However, this restriction shall not prevent conveyances which combine in common ownership lots or parts of lots in such a manner that the parcel of land thereby resulting has a street frontage and area the same as or greater than the street frontage and area of the lots shown on said plat; and such parcel thereafter shall be considered as one lot except and provided, however, subject to the provisions of these Restrictions, an owner of two or more full lots as shown on the Plat marked Exhibit "A" shall be entitled to one vote and shall be subject to one assessment for each full lot owned as shown on said Plat. Nothing herein shall prevent the dedication or conveyance

or, or granting of easements over, across and under, portions of lots for public or quasi-public uses or purposes which benefit the lot owners in general. No building or other structure shall be placed on any easements nor interference made with the free use thereof for the purposes intended.

SECTION 13: Setback lines shall be maintained in accordance with the original construction on each lot unless otherwise permitted by written approval of the Board of Directors of the Association.

ARTICLE III

ARCHITECTURAL CONTROL

SECTION 1: Except herein below set forth, no building, fence, wall, tower or structure of any kind or character shall be commenced erected, placed or maintained on any lot unless and until plans and specifications (including but not limited to grading and landscape plans) showing the location, kind, material, approximate cost, area, heights, color, shape and design thereof first shall have been submitted to and approved by the Board of Directors of the Association, and a copy thereof as finally approved is lodged permanently with the Board. Failure of the Board to reject in writing said plans and specifications within thirty (30) days from the date same were submitted shall constitute approval of said plans and specifications, provided the building or other structure to be built or placed on the lot shall be governed by all of the restrictions in this Declaration and that each such building or other structure shall be in harmony with existing buildings and structures within the properties. The Board shall have the right to deny approval of any plans or specifications, which, in its opinion, are not suitable or desirable for aesthetic or any other reasons. In this regard the Board shall have the right to take into consideration all matters mentioned above (i.e., location, kind, material, etc.), as well as the effect any proposed

building or structure may have upon the site where it is proposed to be constructed or placed, and the suitability of the same with respect to the surrounding area and the effect thereof (including but not limited to harmony of external design and location) upon adjacent lots and properties as a whole.

SECTION 2: All subsequent exterior additions, changes, alterations or redecorations (including but not limited to painting of exterior surfaces) of any building, fence, wall, landscaping, antenna, tower or structure of any kind or character shall be subject to the prior approval of the Board of Directors of the Association under the same conditions set forth in Section 1 above.

ARTICLE IV

PARTY WALLS

SECTION 1: Each owner shall be subject to the limitations and restrictions set forth in this Article with respect to party walls constructed within the properties.

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SECTION 2: Every wall (including but not limited to patio walls) built as a part of the original construction (or part of any reconstruction) within the properties which is placed on the dividing line between separate lots or otherwise supports any part of the improvements on an adjoining lot, shall constitute and be considered a party wall. With respect to each such wall, each of the adjoining owners shall assume the obligations and be entitled to the benefits of these restrictions and the rights, duties and obligations set forth in the Articles of Incorporation and By-Laws of the Association and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

SECTION 3: If any party wall is damaged or destroyed through the act or acts of one owner, or any of his guests, tenants licensees, agents, servants or members of his family (whether such act is willful, negligent or accidental), such owner shall forthwith proceed to rebuild or repair the

same to as good a condition as formerly, without cost to the other adjoining owner.

3(a). The Association shall not be responsible for exterior maintenance of any individual unit.

SECTION 4: If any wall is damaged or destroyed by some act or event other than that produced by one of the adjoining owners, his guests, agents, tenants, licensees, servants, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then both adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, at their joint and equal expense.

SECTION 5: Any owner of a lot who proposes to modify, rebuild, repair or make additions to his own dwelling unit or to any structure upon his lot, in any way or manner which requires the extension, or the alteration or modification of any wall, shall first obtain the written consent of the adjoining owner and the Board of Directors, in addition to meeting the requirements of these restrictions and of any applicable building codes or similar ordinances.

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SECTION 6: In the event of a disagreement between owners of adjoining lots with respect to the repair, reconstruction or maintenance of a party wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then, upon the written request of either of said owners to the Board of directors of the Association, the matter shall be submitted to said Board for arbitration under such rules as from time to time may be adopted by the Board.

SECTION 7: Upon failure to forthwith institute rebuilding or repairing of such party wall as required under Section 3 and 4, the Association shall have the right, at its option, to rebuild or repair such party wall and charge the responsible owner or owners therefore. Said charge shall be the personal obligation of the responsible owner or owners, shall be secured by the assessment lien against such responsible owner's or owner's lots, and shall be collected pursuant to the

provisions of Article VI hereof.

SECTION 8: No private agreement of any adjoining lot owners shall modify or abrogate any of these restrictions or the obligations, rights, duties and limitations set forth upon the individual lot owners by reason of the Articles of Incorporation or By-Laws of the Association.

SECTION 9: Each lot shall be subject to an easement for encroachments, not exceeding three feet (3'), created by construction, settling and overhangs (of walls, roofs, eaves, etc.) as designed or constructed by the original building. A valid easement for said encroachments and for the maintenance of the same, so long as the structure stands, shall and does exist. In the event the structure is partially or totally destroyed, and then rebuilt, the owners agree that the same easement for encroachments shall exist.

SECTION 10: The covenants and agreements contained in the Article shall be binding upon the heirs, executors, administrators, successors and assigns of the owners, but no person shall be liable for any act or omission respecting the covenants herein contained except such as took place while such person was an owner.

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ARTICLE V

HACIENDAS IMPROVEMENT ASSOCIATION, INC.,

VOTING RIGHTS, COMMON AREA PROPERTY RIGHTS

SECTION 1: Haciendas Improvement Association, Inc. shall be a non-profit corporation organized under and by virtue of the laws of the State of Arizona. For the general benefit and welfare of the property owners in the Subdivision, the Association, through its members and Board of Directors shall take the appropriate action to manage and maintain the common areas and to perform related activities, all in accordance with the Articles of Incorporation and By-Laws. Further, the Association shall have the right to hold title to any part of the premises,

including but not limited to the common areas, and to dispose of same; however, such disposition must be with the prior approval of two-thirds of the members (lot owners).

SECTION 2: Membership in the Association shall be limited to the "owners" of lots as hereinabove defined. An owner of a lot shall automatically, upon becoming the owner of a lot, be a member of the Association. An owner shall remain a member of the Association until such time as his ownership for any reason ceases, at which time his membership in the Association automatically shall cease. The owner of each lot shall be entitled to one membership in the Association, for himself and his family residing in the living unit. Membership in the Association shall be subject to all of the provisions of this Declaration and the Association's Articles of Incorporation and By-Laws, as the same may be amended from time to time.

SECTION 3: Ownership of lots one (1) through fifty-nine (59), inclusive, in the Subdivision shall be evidenced by deeds to the several lots, and ownership of each shall entitle the owner or owners thereof to one share of stock in the Association, subject to the Articles of Incorporation and By-Laws of the Association, which by reference shall be incorporated herein and made a part hereof. Each share shall be entitled to one vote. However, in the event any owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, said owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults cured.

SECTION 4: Tract A of the Subdivision, comprising private roads, shall be used for purposes of ingress and egress to and from the Lots and are subject to an easement for public utilities, for trash collection and other city services. Tracts B and C of the Subdivision comprise park and

recreational facilities. Every member shall have a right and easement of enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title to each and every lot. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all owners of the lots and is necessary for the protection of said owners. Such right and easement of enjoyment shall be subject to reasonable rules and regulations as from time to time are promulgated by the Board of Directors, which rules and regulations may include but shall not be limited to:

- a. The right of the Association to limit the number of guests of members;
- b. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the common areas and constructing and maintaining the facilities thereon, and to mortgage said common areas, provided the rights of any such mortgagee in said common areas shall be junior and subordinate to the rights of the homeowners hereunder; and
- c. The right of the Association 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 signed by members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- d. Subject to the By-Laws and rules and regulations of the Association, any member may delegate his right of enjoyment to the common areas to the members of his family, his tenants or other persons who reside in the dwelling on such member's lot.

ARTICLE VI

ASSESSMENTS

SECTION 1: The owner of each lot by acceptance of a deed or other instrument therefore (a contract buyer under an agreement of sale shall be deemed an owner) whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association: (a) annual (periodic) assessments or charges, (b) special assessments for capital improvements, and (c) individual assessments as provided for under Section 6 of this Article VI. The annual (periodic), special and individual assessments, together with such interest thereon and costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on the land and shall be a continuing lien (hereinafter sometimes called an "assessment lien") upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due, but such personal obligation or liability of the owner shall not be deemed to limit or discharge the charge on the land and continuing lien upon the lot against which such assessment is made. No owner shall escape liability for the assessments which fall due while he is the owner by non-use of the properties or transfer or abandonment of his lot.

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SECTION 2: The Association shall have the right to levy assessments for the purpose of promoting the general benefit, recreation, health, safety and welfare of the owners of the properties. Such purposes shall include but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws) the provision for, and improvement, construction, repair, maintenance and management of, the common areas and the improvements and facilities

thereon; and further, shall include the payment of all real estate taxes which may be assessed against and levied upon the common areas and any improvements located or constructed thereon, and all premiums for hazard and public liability insurance, together with all other costs and expenses related to the management and maintenance of the common area. However, the Board of Directors of the Association shall not have the right to expend more than the sum of One Thousand Five Hundred Dollars (\$1,500.00) for any one item of equipment or for the construction of any one building or improvement (excluding replacements) unless approved by the owners of record of at least two-thirds of the lots in the Subdivision.

SECTION 3: The Board of Directors of the Association shall determine and establish the budget and make assessments upon the owners of lots in the subdivision on the basis of the costs and expenses incurred by it. The owner of each lot, for itself and its heirs, executors, administrators, successors and assigns, covenants and agrees that each lot shall be subject to an assessment in an amount to be determined by the Association, which shall be said lot's pro rata share of the following:

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a. The actual cost to the Association of all taxes, insurance, repairs, construction, replacement and maintenance for the common areas, and improvements and facilities located thereon, and shall include but not be limited to charges for mowing grass, caring for the grounds and landscaping of the total area other than those private areas located within the walled portion of each unit. The actual cost to the Association for the exterior maintenance of all buildings located within this subdivision, and shall include but not be limited to charges in connection with the sprinkler systems, swimming pool, street paving, pathways, recreational facilities, and other services as benefiting the owners, and all other charges necessary to carry out the purposes of the Association as set

forth in this Declaration; and

b. Such sums as the Board of Directors of the Association shall determine to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, management and administrative costs and other charges as specified herein.

Each lot's pro rata share shall be that portion of the total cost determined pursuant to subparagraphs (a) and (b) above, which is in the ratio that one bears to the total number of lots within the properties. The amount to be prorated pursuant to subparagraphs (a) and (b) above shall be established periodically (preferably annually) by the Board of Directors. The Association shall establish a fiscal year and shall collect each lot's proportional share of the assessment at monthly or other such regular intervals as may be fixed by the Directors of the Association.

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SECTION 4: In addition to any other assessments authorized by this Declaration, the Association's Board of Directors shall have the right to provide for the construction of additional recreational or other common facilities, or the alteration, demolition or removal of existing recreational or common facilities, from time to time, as in their discretion appears to be in the best interests of the owners.

SECTION 5: Both annual and special assessments shall be fixed at a uniform rate for all lots.

SECTION 6: Each owner, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that any assessments not paid when due shall be deemed delinquent, shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the owner shall be liable for the assessment and interest thereon together with all costs incurred by the Association in collecting the same, including reasonable attorney's fees.

The assessment lien provided for in Section 1 hereof shall secure the amount of such interest, costs and attorney's fees.

SECTION 7: In the event an invoice for assessments is not paid by any lot owner within thirty (30) days from the date the same is deposited in the United States mail, addressed to the owner or owners of a lot, said owner shall be deemed to be in default. All assessments shall be deemed to be a lien from the date the assessment is made and/or levied by the Board of Directors of the Association. The Association is hereby authorized to record the lien in the office of the County Recorder of Maricopa County, Arizona, and such lien shall continue in full force and effect until fully paid and satisfied. Further, the Association, as the agent and representative of the owners, shall have the right to enforce the provisions of this Declaration. If the owner of any lot fails to pay an assessment when due, the Association may enforce the payment of the assessment, or enforce the lien against the lot, by taking any or all of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise the other remedy):

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- a. Bring an action at law against the owner personally obligated to pay the assessment;
- b. Foreclose the assessment lien against the lot in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the lot may be redeemed after foreclosure sale as provided by law. The Association, acting on behalf of the owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.
- c. Foreclose such lien or liens in the manner provided by the statutes of the

State of Arizona for the foreclosure of materialmen's liens.

Anything hereinabove to the contrary notwithstanding, the remedies above set forth for the Association are not exclusive, and the Association may take any and all other remedies available to it at law or in equity.

SECTION 8: The assessment lien shall be junior and subordinate to the lien of any first realty mortgage against the lot, and foreclosure of the assessment lien shall not affect or impair the lien of any such first realty mortgage. The foreclosure of a first realty mortgage against a lot or acceptance of a deed in lieu of foreclosure shall not affect or impair the assessment lien. Any first mortgage foreclosure purchaser, or grantee taking by deed in lieu of foreclosure, shall take the lot free of the assessment lien for all charges that have accrued up to the date of issuance of a sheriff's deed or deed given in lieu of foreclosure, but shall take subject to the assessment lien for all assessments and charges accruing subsequent to the issuance of a sheriff's deed or deed given in lieu of foreclosure.

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SECTION 9: The following property, and owners thereof, shall be exempt from the assessment provided for in this Declaration:

- a. All the property dedicated to or owned by the State or Arizona, Maricopa County or any political subdivision thereof, for as long as such state, county or political subdivision is the owner thereof;
- b. All property owned by a charitable or non-profit organization exempted from payment of real property taxes by the laws of the State of Arizona, for as long as such entity is the owner thereof; and
- c. The common areas.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1: These restrictions shall run with, bind and burden the properties, and said restrictions shall be binding upon each owner and his heirs, executors, administrators, successors and assigns, and all other persons claiming an interest in and to said properties, until October 1, 1980. After said date, these restrictions, as amended from time to time (unless terminated as provided in Section 3 hereof), shall be automatically extended for successive periods of ten (10) years each.

SECTION 2: All instruments of conveyance or transfer of any interest of all or any part of the properties may contain the restrictions herein set forth by reference to this Declaration. However, the restrictions herein shall be binding upon all persons affected by the terms of this Declaration, regardless of whether any reference is made to this instrument in the deed or other instrument of conveyance.

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SECTION 3: These restrictions may be amended at any time during the initial term, or any extensions thereof, by recording in the office of the County Recorder of Maricopa County, Arizona, an instrument in writing reciting said amendments bearing the signed and acknowledged concurrence of the then owners of two-thirds of the lots within the properties.

SECTION 4: These restrictions may be enforced by the Association through its Board of Directors and any owner of any lot within the properties. Violation of any one or more of the restrictions may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded against any such violator. Nothing herein shall be construed as meaning that damages are in an adequate remedy where equitable relief is sought. In the event any such person employs an attorney or attorneys to enforce compliance with or specific performance of

the terms and conditions of this Declaration, and prevails in such action, the owner or owners against whom the action is brought shall pay all attorney's fees and cost incurred in connection with such action.

SECTION 5: The waiver of, or failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a permanent waiver of the right to enforce or be deemed an abandonment of the particular restriction or any of the restrictions; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such restriction or any of the restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation. No restriction contained herein shall be deemed to have been abandoned or the right to enforce waived, unless this Declaration is amended to delete such restrictions.

SECTION 6: Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provision hereof.

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SECTION 7: Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and properties benefited or bound by these restrictions.

SECTION 8: The Association shall have the right to adopt rules and regulations, and amend, cancel, and adopt new rules and regulations, from time to time with respect to all aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration, or the Articles of Incorporation or By-Laws of the

Association.

SECTION 9: Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders. Words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural, and words in the plural shall include the singular.

SECTION 10: All captions, titles and headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or contents hereof.

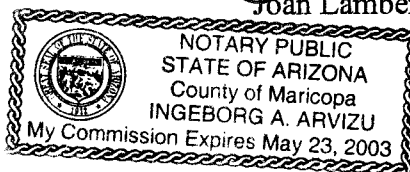
IN WITNESS WHEREOF the owners of two-thirds of the Lots within said properties.

**THE HACIENDA
A Partnership**

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By: *Joan Lambert*
Joan Lambert, Lot 1

STATE OF ARIZONA)
) ss.
County of Maricopa)



This instrument was acknowledged to before me this 26th day of JANUARY, 2003 by JOAN LAMBERT

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By:

Mildred Ardis
Mildred Ardis, Lot 2

STATE OF Arizona)
) SS.
County of Gila)



Notary Public State of Arizona
Gila County
Catherine Stevens
Expires January 16, 2006

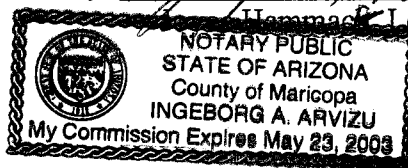
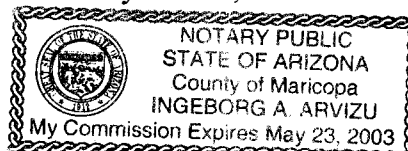
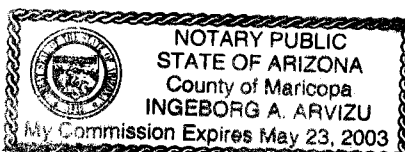
This instrument was acknowledged to before me this 11th day of February, 2003 by Mildred Ardis.

My Commission Expires:

January 16, 2006

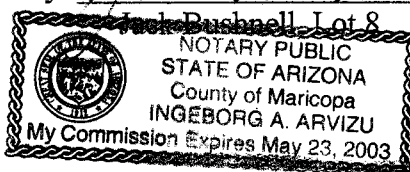
Catherine Stevens
Notary Public

Unofficial Document

By: Joyce Hammack
Hammack, Lot 5STATE OF ARIZONA)
) ss.
County of Maricopa)This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by JOYCE HAMMACK.My Commission Expires: MAY 23, 2003Ingeborg A. Arvizu
Notary PublicBy: Loy Barnes
Loy Barnes, Lot 6STATE OF ARIZONA)
) ss.
County of Maricopa)This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by LOY BARNES.My Commission Expires: MAY 23, 2003Ingeborg A. Arvizu
Notary PublicBy: Betty J. Manning
Betty J. Manning, Lot 7STATE OF ARIZONA)
) ss.
County of Maricopa)This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by BETTY J. MANNING.My Commission Expires: MAY 23, 2003Ingeborg A. Arvizu
Notary Public

By: Jack Bushnell

STATE OF ARIZONA)
) ss.
 County of Maricopa)



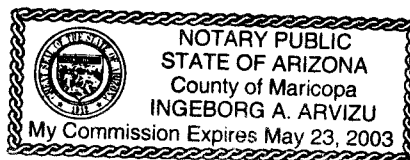
This instrument was acknowledged to before me this 1ST day of FEBRUARY, 2003 by JACK BUSHNELL.

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
 Notary Public

By: Maxine Sanders
Maxine Sanders, Lot 9

STATE OF ARIZONA)
) ss.
 County of Maricopa)



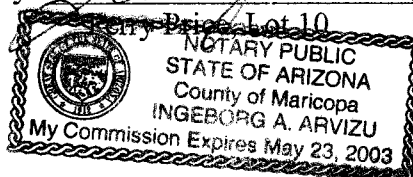
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by MAXINE SANDERS Unofficial Document.

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
 Notary Public

By: Jennifer Price
Jennifer Price, Lot 10

STATE OF ARIZONA)
) ss.
 County of Maricopa)



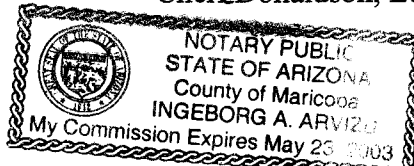
This instrument was acknowledged to before me this 1ST day of FEBRUARY, 2003 by JENNIFER PRICE.

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
 Notary Public

By: *Cherie L. Donaldson*
Cherie Donaldson, Lot 11

STATE OF ARIZONA)
) ss.
County of Maricopa)



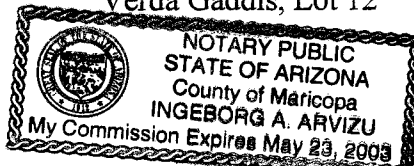
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by CHERIE DONALDSON.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: *Verda H. Gaddis*
Verda Gaddis, Lot 12

STATE OF ARIZONA)
) ss.
County of Maricopa)



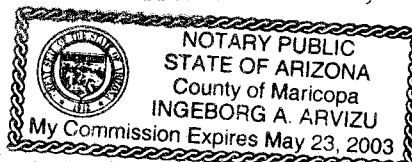
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by VERDA H. GADDIS.

My Commission Expires: MAY 23, 2003 Unofficial Document

Ingeborg A. Arvizu
Notary Public

By: *Annette M. Ehrhardt*
Annette Ehrhardt, Lot 13

STATE OF ARIZONA)
) ss.
County of Maricopa)



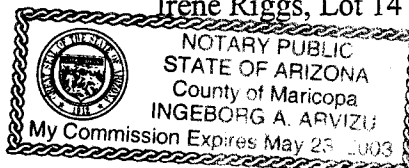
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by ANNETTE EHRHARDT.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Irene V. Riggs
Irene Riggs, Lot 14

STATE OF ARIZONA)
) ss.
County of Maricopa)



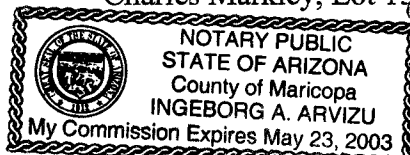
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by IRENE V. RIGGS

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
Notary Public

By: Charles Markley
Charles Markley, Lot 15

STATE OF ARIZONA)
) ss.
County of Maricopa)



This instrument was acknowledged to before me this 9TH day of FEBRUARY, 2003 by CHARLES MARKLEY

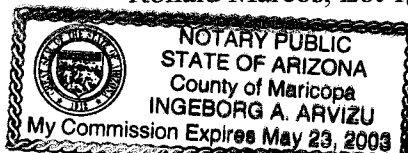
Unofficial Document

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
Notary Public

By: Ronald Marcos
Ronald Marcos, Lot 18

STATE OF ARIZONA)
) ss.
County of Maricopa)



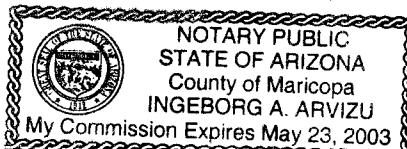
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by _____

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
Notary Public

By: Lois O'Neal
Lois O'Neal, Lot 19

STATE OF ARIZONA)
) ss.
County of Maricopa)



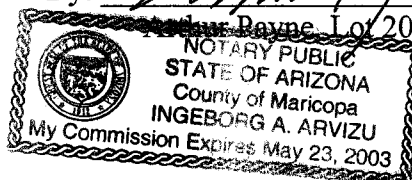
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by LOIS O'NEAL

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Arthur Payne
Arthur Payne, Lot 20

STATE OF ARIZONA)
) ss.
County of Maricopa)



This instrument was acknowledged to before me this 1ST day of FEBRUARY, 2003 by ARTHUR PAYNE

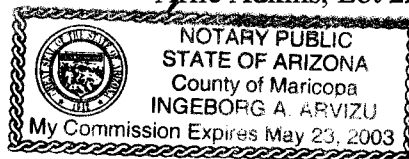
My Commission Expires: MAY 23, 2003

Unofficial Document

Ingeborg A. Arvizu
Notary Public

By: Archie Adkins
Archie Adkins, Lot 22

STATE OF ARIZONA)
) ss.
County of Maricopa)



This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by ARLIE ADKINS

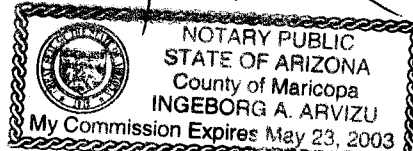
My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: 

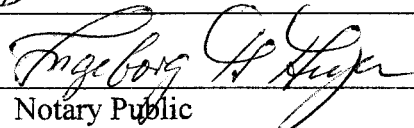
Kevin Arnold, Lot 23

STATE OF ARIZONA)
) ss.
 County of Maricopa)



This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by KEVIN ARNOLD

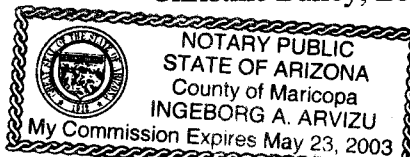
My Commission Expires: MAY 23, 2003


 Notary Public

By: 

Christine Bailey, Lot 24

STATE OF ARIZONA)
) ss.
 County of Maricopa)



This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by CHRISTINE BAILEY

Unofficial Document

My Commission Expires: MAY 23, 2003


 Notary Public

By: PLEASE SEE NEXT PAGE

David Heater, Lot 25

STATE OF ARIZONA)
) ss.
 County of Maricopa)

FOR Lot # 25 + Lot # 55
SIGNATURES

This instrument was acknowledged to before me this ____ day of _____, 2003 by _____

My Commission Expires:

 Notary Public

By

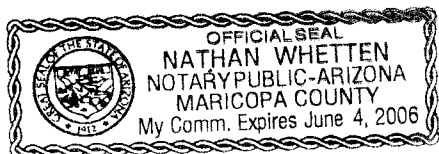
David Heater
David Heater Lot 25

STATE OF Arizona)
County of Maricopa) ss

This Instrument was acknowledged to before me this 11 day of

June, 2003 by David Heater

My commission Expires:



Nathan Whetten
Notary Public

Unofficial Document

By

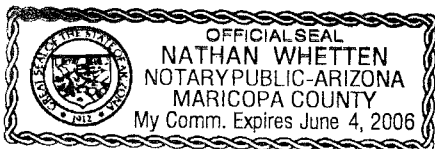
David Heater
David Heater Lot 55

STATE OF Arizona)
County of Maricopa) ss

This Instrument was acknowledged to before me this 11 day of

June, 2003 by David Heater

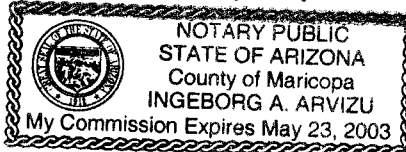
My commission Expires:



Nathan Whetten
Notary Public

By: Dorothy Ross
Dorothy Ross, Lot 26

STATE OF ARIZONA)
) ss.
County of Maricopa)



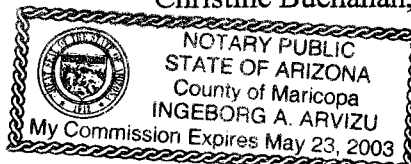
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by DOROTHY ROSS.

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
Notary Public

By: Christine T. Buchanan
Christine Buchanan, Lot 27

STATE OF ARIZONA)
) ss.
County of Maricopa)



This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by CHRISTINE BUCHANAN.

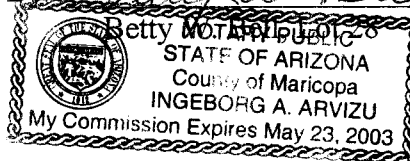
My Commission Expires: MAY 23, 2003

Unofficial Document

Ingeborg H. Arvizu
Notary Public

By: Betty W. Bell
Betty W. Bell, Lot 28

STATE OF ARIZONA)
) ss.
County of Maricopa)



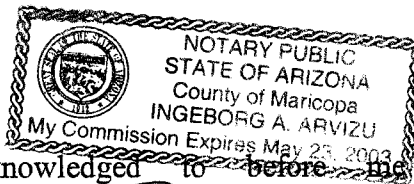
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by BETTY W. BELL.

My Commission Expires: MAY 23, 2003

Ingeborg H. Arvizu
Notary Public

By: Valdine Riggs
Valdine Riggs, Lot 30

STATE OF ARIZONA)
) ss.
County of Maricopa)



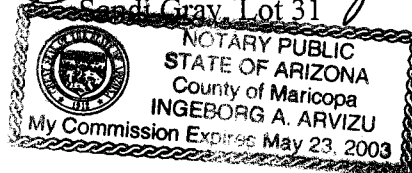
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by VALDINE RIGGS.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Sandi Gray
Sandi Gray, Lot 31

STATE OF ARIZONA)
) ss.
County of Maricopa)



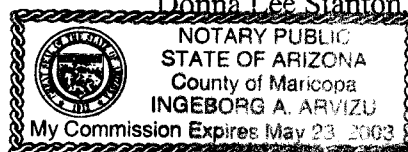
This instrument was acknowledged to before me this 1ST day of FEBRUARY, 2003 by SANDI GRAY.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Donna Lee Stanton
Donna Lee Stanton, Lot 32

STATE OF ARIZONA)
) ss.
County of Maricopa)



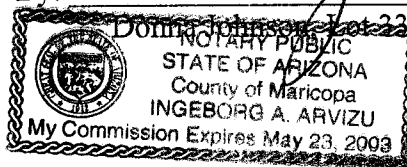
This instrument was acknowledged to before me this 24TH day of JANUARY 24, 2003 by DONNA LEE STANTON.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Donna Johnson

STATE OF ARIZONA)
) ss.
 County of Maricopa)



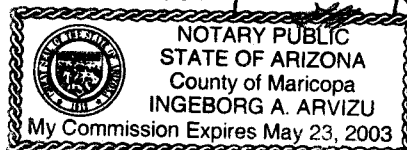
This instrument was acknowledged to before me this 10TH day of MARCH, 2003 by DONNA JOHNSON.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
 Notary Public

By: John P. Frederick

STATE OF ARIZONA)
) ss.
 County of Maricopa)



This instrument was acknowledged to before me this 24TH day of MARCH, 2003 by JOHN P. FREDERICK.

Unofficial Document

My Commission Expires:

Ingeborg A. Arvizu
 Notary Public

By: Ingeborg A. Arvizu

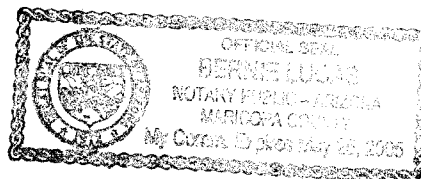
STATE OF ARIZONA)
) ss.
 County of Maricopa)

Ingeborg A. Arvizu, LOT 35

This instrument was acknowledged to before me this 3rd day of Feb, 2003 by Ingeborg A. ARVIZU.

My Commission Expires: 5/25/05

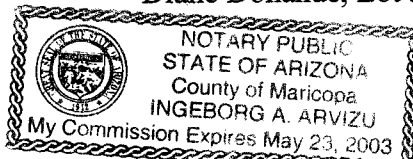
Bernie Lucas
 Notary Public



By: *Dianne M. Donahue*

Diane Donahue, Lot 36

STATE OF ARIZONA)
) ss.
 County of Maricopa)

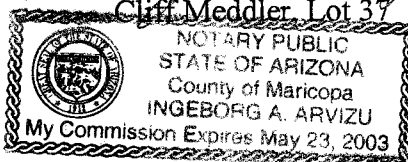


This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by DIANNE DONAHUE.

My Commission Expires: MAY 23, 2003*Ingeborg A. Arvizu*
Notary PublicBy: *Cliff Meddler*

Cliff Meddler, Lot 37

STATE OF ARIZONA)
) ss.
 County of Maricopa)

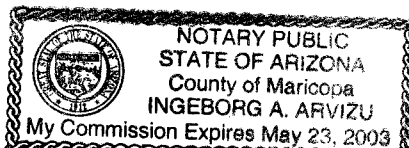


This instrument was acknowledged to before me this 1ST day of FEBRUARY, 2003 by CLIFF MEDDLER.

My Commission Expires: MAY 23, 2003*Ingeborg A. Arvizu*
Notary PublicBy: *Charles Schmidt*

Charles Schmidt, Lot 38

STATE OF ARIZONA)
) ss.
 County of Maricopa)

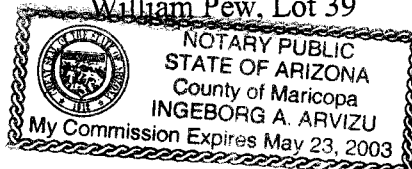


This instrument was acknowledged to before me this 10TH day of MARCH, 2003 by CHARLES SCHMIDT.

My Commission Expires: MAY 23, 2003*Ingeborg A. Arvizu*
Notary Public

By: William L. Pew, Jr.
William Pew, Lot 39

STATE OF ARIZONA)
) ss.
County of Maricopa)



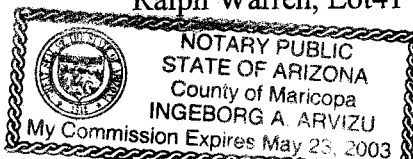
This instrument was acknowledged to before me this 1ST day of FEBRUARY, 2003 by WILLIAM PEW.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Ralph Warren
Ralph Warren, Lot 41

STATE OF ARIZONA)
) ss.
County of Maricopa)



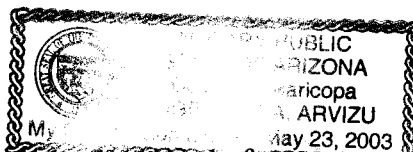
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by RALPH WARREN.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Carl Brown
Carl Brown, Lot 42

STATE OF ARIZONA)
) ss.
County of Maricopa)



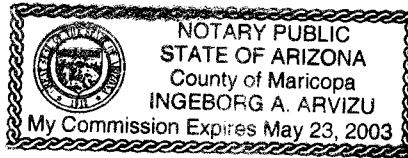
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by CARL BROWN.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: Judi Sefton
 Judi Sefton, Lot 40

STATE OF ARIZONA)
) ss.
 County of MARICOPA)



This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by Judi Sefton.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
 Notary Public

Unofficial Document

By: PLEASE SEE NEXT PAGE

Joelleen L. Parrish, Lot 44

FOR SIGNATURE

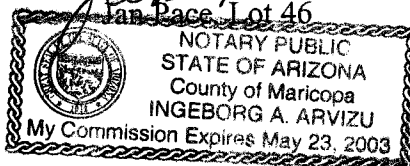
STATE OF ARIZONA)
) ss.
 County of Maricopa)

This instrument was acknowledged to before me this ____ day of
 _____, 2003 by _____.

My Commission Expires: _____

Notary PublicBy: Jean PaceJean Pace, Lot 46

STATE OF ARIZONA)
) ss.
 County of Maricopa)



This instrument was acknowledged to before me this 1ST day of
FEBRUARY, 2003 by JAN PACE

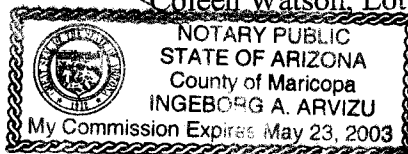
Unofficial Document

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
 Notary Public

By: Coleen WatsonColeen Watson, Lot 49

STATE OF ARIZONA)
) ss.
 County of Maricopa)



This instrument was acknowledged to before me this 26TH day of
JANUARY, 2003 by COLEEN WATSON

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
 Notary Public

By Joellen Parrish
Joellen Parrish, Lot 44

STATE OF New Mexico)
County of Mekinley) ss

This Instrument was acknowledged to before me this 22nd day of
April, 2003 by Joellen Parrish.

My commission Expires:

[Signature]
Notary Public

By: Faye Evans
Faye Evans, Lot 45

STATE OF Texas)
County of Cannon) ss.

This instrument was acknowledged to before me this 12th day of February, 2003 by Faye Evans.

My Commission Expires: 8/2/05

Teresa J. Wood
Notary Public

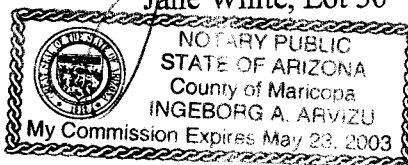


Unofficial Document

By: Jane White

Jane White, Lot 50

STATE OF ARIZONA)
) ss.
 County of Maricopa)

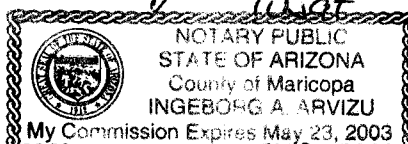


This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by JANE WHITE.

My Commission Expires: MAY 23, 2003Ingeborg A. Arvizu
Notary PublicBy: Jerry Pujat

Jerry Pujat, Lot 51

STATE OF ARIZONA)
) ss.
 County of Maricopa)

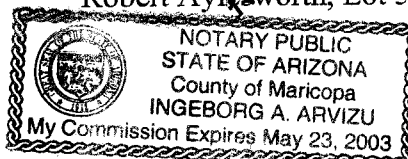


This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by JERRY & PUJAT.

My Commission Expires: MAY 23, 2003Ingeborg A. Arvizu
Notary PublicBy: Robert Aylesworth

Robert Aylesworth, Lot 53

STATE OF ARIZONA)
) ss.
 County of Maricopa)



This instrument was acknowledged to before me this 1ST day of FEBRUARY, 2003 by ROBERT AYLESWORTH.

My Commission Expires: MAY 23, 2003Ingeborg A. Arvizu
Notary Public

By: _____
David Heater, Lot 55

STATE OF ARIZONA)
) ss.
County of Maricopa)

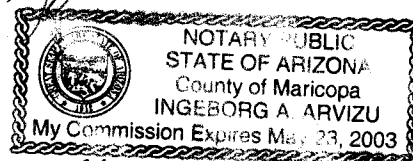
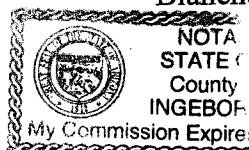
This instrument was acknowledged to before me this ____ day of _____, 2003 by _____.

My Commission Expires: _____

Notary Public

By: *Blanche Ryland*
Blanche Ryland, Lot 56

STATE OF ARIZONA)
) ss.
County of Maricopa)



This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by BLANCHE RYLAND.

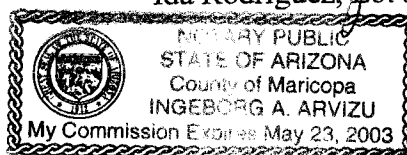
Unofficial Document

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: *Ida Rodriguez*
Ida Rodriguez, Lot 57

STATE OF ARIZONA)
) ss.
County of Maricopa)



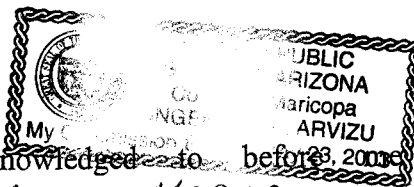
This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by IDA RODRIGUEZ.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
Notary Public

By: *Darlene S. Morago*
 Darlene Morago, Lot 58

STATE OF ARIZONA)
) ss.
 County of Maricopa)



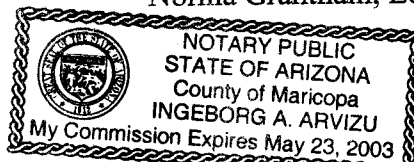
This instrument was acknowledged to before 26TH day of JANUARY, 2003 by DARLENE MORAGO.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
 Notary Public

By: *Norma Grantham*
 Norma Grantham, Lot 59

STATE OF ARIZONA)
) ss.
 County of Maricopa)



This instrument was acknowledged to before me this 26TH day of JANUARY, 2003 by NORMA GRANTHAM.

My Commission Expires: MAY 23, 2003

Ingeborg A. Arvizu
 Notary Public