

A. WEISSENBORN
PO Box 248
AGUILA, AZ 85320-0248

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

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**AMENDMENT 3 TO THE DECLARATION OF
COVENANTS, CONVENTIONS AND RESTRICTIONS
EAGLE ROOST AIRDROME**

PREAMBLE

Whereas the membership of Eagle Roost Management, Inc., is desirous of changing the existing Declaration of Restrictions, dated December 11, 1974 and recorded in the office of the Maricopa County Recorder as Docket 10949, Page 466 on December 12, 1974, the Amendment to the Declaration of Restrictions, dated June 14, 1976 and recorded as Docket 11800, Page 130 on August 6, 1976 and the Second Amendment to the Declaration of Restrictions, dated October 21, 1976 and recorded as Docket 11940, Page 265 on November 12, 1976, all applying to the land specifically described as follows:

Section 26, Township 7 North, Range 9 West of the Gila
and Salt River Base and Meridian, Maricopa County,
Arizona, hereinafter called the "property".

and the present membership having approved the change to the Declaration of Restrictions and its Amendments by a minimum vote of 75%, as required in Paragraph 19 of the existing Declaration of Restrictions, dated December 11, 1974, Docket 10949, and as certified in the minutes of the Board of Directors meeting of March 4, 1993, do hereby declare that the Declaration of Restrictions and the two (2) amendments described above are cancelled in their entirety and are replaced with the following covenants, conditions, stipulations and restrictions to which the aforescribed property shall be made subject.

1. PROPERTY CONVEYANCE

From and after December 11, 1974, Realty Investment Company shall reserve and/or convey to Eagle Roost Management, Inc., a non-profit Arizona corporation, private roadways, utility easements and an approximate 60 foot private runway within an 160 feet in width easement running North and South on the mid-section line of the said Section 26 prior to, or in conjunction with sales of parcels of subject property. Such reservations and/or easements shall create easements for the exclusive use and benefit of Eagle Roost Management, Inc., the owners of parcels of the property and their guests and invitees for ingress and egress.

2. PROPERTY SUBDIVISION

No portion of subject property shall be subdivided, resubdivided, conveyed or encumbered in parcels containing less than five (5) gross acres, inclusive of adjacent roadway, runway and utility easements as may exist at this time, or may be hereafter created for the use and benefit of the owners of all or portions of subject property.

3. **EAGLE ROOST MEMBERSHIP**

All owners of portions of the property shall be and become members in Eagle Roost Management, Inc., by virtue of ownership of said property. The number of votes each member is entitled to shall be determined by the number of acres each owns (whether a fee interest or an equitable interest) on the ratio of one vote for each gross acre owned. (A gross acre includes all area within the boundaries of the parcel described and to the centerline of any adjoining private or public street, alley, easement or runway. Further, in determining acreage, Eagle Roost Management, Inc., shall be entitled to treat any section as being 640 acres in area and any fractional subdivision thereof as having proportionate area.) A membership is coupled with ownership of land, and such membership shall pass to owners on resale. A division of property by an owner shall result in a like division of membership consistent with the number of acres so conveyed.

4. **ASSESSMENTS**

The Board of Directors of Eagle Roost Management, Inc., shall, from time to time, establish assessments chargeable to its members to cover the actual costs of operation and maintenance of the facilities owned, operated and managed by the corporation for the benefit of its members.

Assessments shall be determined by a majority of the members of the Board of Directors at a regularly scheduled meeting of said Board of Directors. Each purchaser shall assume the obligation for payment for the entire calendar month in which the purchase occurs, to and including the end of the fiscal year of the purchase, and payment therefor shall be made in advance at the then established rate. Such assessments shall, at no time, exceed projected and/or actual costs of operation and maintenance of such facilities as shall be owned and/or managed by said Eagle Roost Management, Inc..

Each owner of any portion of the property by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to Eagle Roost Management, Inc., such assessments as are hereinbefore provided. Such assessments, together with interest at the highest legal rate of interest permitted to be charged, costs of collection and reasonable attorneys' fees 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 such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successor in title unless it is expressly assumed or unless prior to such transfer of title, a lien for such assessment shall have been recorded in the records of the County Recorder of Maricopa County, Arizona.

Each of said owners expressly vests in Eagle Roost Management, Inc., or its agents, the right and power to bring all actions against each of said owners personally for the collection of said assessments and charges as a debt

and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of Eagle Roost Management, Inc., in a like manner as a mortgage of real property.

The lien provided for this section shall be in favor of Eagle Roost Management, Inc., and shall be for the benefit of all other owners. Eagle Roost Management, Inc., 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. In the event that Eagle Roost Management, Inc., employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the owner, owners and parties against whom the action is brought shall pay all attorneys' fees and costs thereby incurred by Eagle Roost Management, Inc., in the event said Eagle Roost Management, Inc., prevails in any such action.

No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his land.

The lien hereinabove created shall be superior to all liens, except the liens for taxes and assessments by any authorized governmental body or special district, or the lien of a bona fide first mortgage or deed of trust against any property which includes residential building improvements thereon from the date of the recording of said instrument.

5. AIRCRAFT OPERATIONS

All owners of parcels of the property shall and do hereby grant a license to owners of aircraft which are authorized to utilize Eagle Roost Airdrome to conduct flight operations in accordance with the regulations herein imposed and waive any claim for invasion of airspace over and on the property for such operations, unless such operations should cause a hazard to life, limb or property by being in direct violation of these regulations or such regulations as established by any governmental agency having jurisdiction thereof. Any use of the taxiways, runway or other common areas shall be at the user's own risk.

6. VEHICLE OPERATION

No off road vehicles, whether 2-wheel, 3-wheel, 4-wheel or multi-wheel all terrain vehicle, shall be operated on any portion of the property except and unless such vehicle shall be equipped with proper noise suppressing devices installed in accordance with any noise abatement standard proposed and/or enforced by appropriate governmental agencies. Nor shall any such vehicle operate on the runway, or off the streets or roads within the property at any time, except on the property of the owner of such vehicle, and then only in such manner as to not create a disturbance to the owners of neighboring properties.

At no time shall any vehicle, except maintenance vehicles, operate on

the runway, except aircraft in the normal course of taxi, take-off and landing of such aircraft. Vehicles shall be permitted to cross the runway at East-West taxiways only after a full stop and verification that crossing will not interfere with landing, departing or taxiing aircraft.

Taxi operations of any aircraft shall be at such power settings so as not to create undue noise pollution and shall be consistent with normal aircraft operations as required for safe taxi, take-off and landing operations. Aircraft shall be permitted to taxi on any surface designed as a taxiway, and such aircraft in the normal course of taxi, shall have the right-of-way over all other vehicles. No vehicle shall be operated at a speed in excess of 35 MPH on any road or taxiway. Except for maintenance, no pedestrian traffic shall be permitted on the runway.

7. COMMERCIAL OPERATION

No commercial operation of any kind, type or nature shall be conducted on any portion of subject property, including but not limited to garages or facilities for repair of vehicles or aircraft; hospitals and rest homes; theatres or other places of amusement; bars or restaurants; or motels or hotels.

8. REPAIR, STORAGE AND PARKING

Any repair of motor vehicles or aircraft shall be conducted in an enclosed structure for the personal use of the owner only. No disabled motor vehicle or aircraft shall be stored, except in an enclosed structure. No motor vehicle or aircraft shall be parked on any of the private streets or roads at any time.

9. LIVESTOCK

Livestock and poultry, except for swine, may be kept and maintained on any portion of said premises, provided (i) the owner thereof shall keep and maintain adequate fencing to prevent straying (especially on the runway); (ii) corral and grazing areas shall not be closer than 100 feet from any residence or water supply; (iii) all corral and grazing areas shall be maintained in a neat, sanitary manner so as to not become offensive to the neighborhood, and all waste materials shall be appropriately buried in the ground or hauled to an appropriate sanitary landfill area.

10. REFUSE/DEBRIS

No refuse or junk or other debris shall be dumped or permitted to remain on any portion of subject property. Lot or parcel owners will be responsible for the proper and sanitary disposal of their own refuse and garbage by hauling to an appropriate and approved sanitary landfill.

11. RENTALS

Any owner renting his/her residence in Eagle Roost to another party shall be held responsible by Eagle Roost Management, Inc., for the renter's

conformance to all of the provisions of the CC&Rs. Maricopa County ordinance governing the number of families occupying a single family residence apply to all residences in Eagle Roost.

12. BUILDING APPROVAL

A) No building addition, fence, accessory, cabanas, steps or other structures or improvements shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans location and approximate cost of each structure or improvement have been submitted to and approved in writing by Eagle Roost Management, Inc.

B) In the event the Architectural Committee cannot in good faith approve any owner's plans, drawings or specifications, the matter may be presented to the Board of Directors. Should the Board of Directors fail to approve the plans, drawings or specifications, the matter may then be presented to the membership. Any expense involved notifying the entire membership will be borne by the member appealing the Board's action. Approval by the majority of the owners of parcels (not based on the number of acres owned) shall be required to override the decision of the Board.

13. BUILDING REQUIREMENTS

A) The final appearance of any building or structures will be such that they are considered to blend in the area. Natural earth-tone colors are to be used. No shiny aluminum or steel roofing or sheds shall be permitted.

B) The highest point of any building or structure shall not be more than 24 feet above the undisturbed terrain. No building shall be more than two stories. If a member desires a taller structure, it must be approved by a majority of the membership. Any expense involved notifying the entire membership will be borne by the member requesting the variance.

C) No mobile home may be placed on any lot or parcel until approved in writing by the Eagle Roost Management, Inc., as to size, condition, appearance and location. Said mobile home must have complete sanitary facilities that are connected to sewage outlets in conformity with State health requirements.

D) There shall not be more than one home and one guest house permitted on any lot in Eagle Roost. A guest house shall be defined as a building with sleeping quarters and bath, but no kitchen facilities.

E) No garage, hangar or accessory building shall be used as living quarters except as allowed for temporary living quarters as defined in Paragraph 15 below.

F) No fences, buildings or other obstructions of any kind shall be higher or extend to a height greater than 2 feet within 130 feet on either side of the centerline of the runway. No fences of any kind shall be higher or extend to a height greater than 6 feet on any of said property outside of the

aforesaid 130 foot setback. No wall of any building shall be built or permitted to remain closer than 80 feet from the exterior boundaries of any roadways and 60 feet from any side property line.

14. CONSTRUCTION

A) If any used material will be included in construction, the owner must so inform Eagle Roost Management, Inc.

B) No completed or partially completed buildings shall be brought in and placed on any lot until the owner has the written approval of Eagle Roost Management, Inc.

15. TEMPORARY LIVING QUARTERS

A) Temporary living quarters may be used while owners are constructing a permanent residence. Use of temporary living quarters must be requested of, and approved in writing by, Eagle Roost Management, Inc.. Use of temporary living quarters shall only be approved during the period of actual construction as evidenced by a valid and current building permit. At any time that work stops and the building permit is allowed to lapse the temporary living quarters must be vacated and, if not a permanent structure, must be removed from the property.

B) Use of self contained travel trailers or motor homes as temporary living quarters is permissible in accordance with the procedures above. The owner must also meet all Maricopa County requirements for the use of a travel trailer or motor home.

C) Should a permanent building which includes full sanitary facilities exist on the property at the time of construction of the primary residence it may be used as temporary housing during the period of active construction as defined above.

16. LANDSCAPING

A) No plantings with a mature height in excess of four (4) feet are to be planted within one hundred (100) feet of the center of taxiway intersections to ensure retention of adequate visibility. Existing plantings are exempt from this requirement. The height may be further restricted by the requirement for no penetration of the runway clear zone.

B) No trees or shrubs are to be planted within any easement to prevent damage to underground utilities.

C) Any exterior lighting erected on any lot shall be shaded so as not to create a nuisance to the owners of adjacent lots or to users of roadways or runways.

D) No drying lines for the drying or airing of fabrics or other material will be permitted on the site.

E) No tanks of any kind with a height greater than six (6) feet above the average level of the surrounding terrain shall be erected, placed or permitted on any lots. Any walls, roofs or shades surrounding the tanks shall comply with the requirements for this type of structure. All tanks shall be screened from view from the runway, taxiways and adjacent properties to prevent them from becoming an eyesore.

F) No billboards or advertising signs of any kind or nature shall be permitted to be placed or remain on any parcel within the property. A single "FOR SALE" sign advertising a lot or parcel for sale shall be permitted. This single sign shall be no larger than four (4) square feet, and no higher than three (3) feet from the top of the sign to the ground.

17. CHANGES TO COVENANTS, CONVENTIONS AND RESTRICTIONS

The covenants are understood and agreed to be, and shall be taken and held to be for the benefit of all parcel owners, be they such now, or become such hereafter, and all covenants herein contained attach to the land and run with the title thereto and shall be binding on all owners of parcels within subject property unless, by a vote of seventy five (75) percent of the then owners of parcels, in writing duly acknowledged and recorded, it is agreed to change said covenants in whole or in part.

18. ENFORCEMENT OF COVENANTS, CONVENTIONS AND RESTRICTIONS

Deeds of conveyance of said property, or any part thereof, may contain the above restrictions and covenants by reference to said document but whether or not such reference is made in such deeds, or any thereof, each and all such restrictions and covenants shall be valid and binding upon the respective grantees, or any one of them.

Violation of any one or more of such restrictions and covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator, provided, however, that a violation of these restrictions and covenants, or any one of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record, upon such property or any part thereof.

Violators of any such restrictions and covenants shall pay all costs and reasonable attorney's fees resulting from any legal or court proceedings or any other proceedings necessary to correct the violations, if there is a finding against said violators.

Invalidation of any of these covenants or restrictions by judgement or by court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Executed this 2nd day of April, 1993, by Eagle Roost Management, Inc., a non-profit Arizona corporation.

Eagle Roost Management, Inc.


H. E. Weissenborn, President


Mary Meyer, Secretary