

111 West Monroe, Phoenix  
ATTENTION: W. E. Fyke

Total = (28) Pages

CHK 9404 PAGE 752

109179

02-R MISC.

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS ✓

THIS DECLARATION, made on the date hereinafter set forth by  
DOUGLAS P. PATTERSON DEVELOPMENT CORPORATION, an Arizona Corpora-  
tion, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the beneficial owner of certain  
property in the City of Phoenix, County of Maricopa, State of  
Arizona, now held by Arizona Title Insurance and Trust Company  
as Trustee under Trust No. 3754, which is more particularly  
described as:

CORTEZ GROVES a subdivision, Lots 1 through  
160, and Tracts A, B, C, D, E, F, G, H, I,  
J, K, L, and M, as recorded in Book 146 of  
Maps, Page 14, according to the records of  
the Maricopa County Recorder, being the  
South Half of the Northwest Quarter of  
Section 35, Township 3 North, Range 2 East,  
of the G&SRB&M.

Attached hereto as EXHIBIT "A" and by this reference made a part  
hereof is a copy of "CORTEZ GROVES" as recorded in Book 146 of  
Maps, Page 14, Maricopa County records.

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AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to CORTEZ GROVES LOT OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The common area to be owned by the Association at the time of conveyance of the first lot is described as follows: TRACTS, A, B, C, and D, CORTEZ GROVES.

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Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to DOUGLAS P. PATTERSON DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

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ARTICLE III  
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article II with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 1, 1973.

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## ARTICLE IV

## PROPERTY RIGHTS

Section 1. Owner's' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Owner for any period during which any assessment (against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and
- (e) The right of the Association to dedicate or

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transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, 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 30 days nor more than 60 days in advance.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area known as "Tracts" A, B, C, and D, CORTEZ GROVES, to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first lot.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and

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agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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 attorney's 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 successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 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 Two Hundred Sixty-Four and no/100 Dollars (\$264) per Lot.

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(a) 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 to a figure agreed upon by a vote 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.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and



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

Section 6. 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 Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, as provided in Section 3 and 4 hereof, the presence at the meeting 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 forthcoming at any meeting, another meeting may be called, subject to the same notice requirement, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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

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Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to

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a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Arizona. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI

#### PARTY WALLS

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

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

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

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VII :

#### ARCHITECTURAL CONTROL

No building fence, wall or other structure shall be

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commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces and patios, but shall include carports.

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

#### ARTICLE IX

##### EXTERIOR MAINTENANCE ENFORCEMENT

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE X

##### USE RESTRICTIONS

Section 1. Said premises are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from other

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locations onto said premises, and no subsequent buildings or structures other than townhouses, being residence units joined together by party walls, shall be built on any parcel where the builder theretofore programmed and constructed a townhouse. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the builder of a major portion of said townhouse, upon such portion of the premises as such builder may choose, except those lots on which residences have been completed and the lots conveyed to individual owners, such facilities as in the sold opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

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

Section 4. No advertising signs (except on not more than five square feet "for rent" or "for sale" sign per parcel), bill-

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boards, 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 or unreasonably disturb the owner of any townhouse or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the premises. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboard, or the construction and maintenance of buildings, if any, of the builder, its agents and assigns during the construction and sale period, and of CORTEZ GROVES LOT OWNERS ASSOCIATION, a nonprofit corporation incorporated or to be incorporated under the laws of the State of Arizona, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

Section 5. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring townhouses and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 6. Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said premises except



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such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative.

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

#### ARTICLE XI

#### EASEMENTS

There is hereby created a blanket easement upon, across, over and under the above described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical wires, circuits and conduits on, above, across and under the roofs and exterior walls of said townhouses. The Association does hereby grant and convey unto the Mountain States Telephone Company, its successors, and assigns, a right of way and easement to construction, operate, and maintain an underground conduit and buried

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cable system, together with all the necessary appurtenance, it being understood that the said appurtenance include the right to place and maintain those wires and cables placed within the buildings to serve those inhabitants wishing telephone service. This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, and maintaining said telephone wires, cables, and conduits, and the removal or replacement of same at will, either in whole or in part. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises except as initially programmed and approved by the major builder of said premises or thereafter approved by the Association's Board of Directors. This easement shall in no way affect any other recorded easements on said premises.

Each townhouse and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of townhouses agree that minor encroachments of parts of the adjacent townhouse units or common

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elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and

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restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each Class of Members.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13th day of March, 1972.

RATIFIED AND APPROVED:

ARIZONA TITLE INSURANCE & TRUST CO.,  
as Trustee

By *Stanley W. Williams*  
Trust Officer

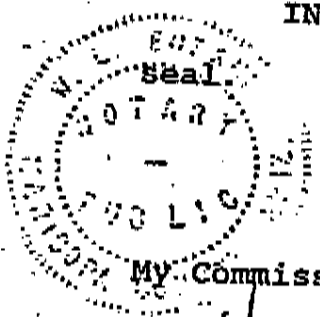
DOUGLAS P. PATTERSON DEVELOPMENT CORP.

By *Douglas P. Patterson*  
President

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF MARICOPA )

On this, the 13th day of March, 1972, before me, the undersigned Notary Public, personally appeared: Douglas P. Patterson, who acknowledged himself to be the President of Douglas P. Patterson Development Corp., an Arizona Corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official



My Commission Expires:

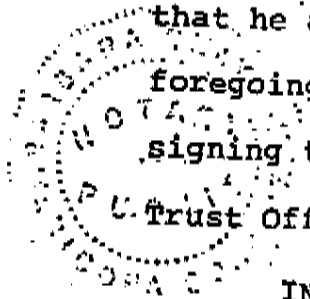
4-4-75

*D. P. Patterson*  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF MARICOPA )

On this, the 13th day of March, 1972, before me, the undersigned Notary Public, personally appeared STANLEY MATHISEN who acknowledged himself to be a Trust Officer of Arizona Title Insurance and Trust Company, a Corporation, and that he as officer being duly 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 Trust Officer.

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



My Commission Expires:  
My Commission Expires July 30, 1975

*Stanley Mathisen*  
\_\_\_\_\_  
Notary Public

(22)

ARIZONA TITLE INSURANCE & TRUST COMPANY  
P. O. BOX 3915  
PHOENIX, ARIZONA 85030

*Atty. W. Adams*

EX 9773 PAGE 621

AMENDMENT TO DECLARATION  
OF

277305

02-R MISC.

COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by Douglas P. Patterson Development Corporation, an Arizona Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant has heretofore executed under date of March 13, 1972 and recorded in the Office of the County Recorder of Maricopa County, Arizona on May 1, 1972 in Book 6404 at Page 752 a Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant hereby desires to amend the aforesaid Declaration so as to correct the Legal Description of the property affected by the provisions thereof;

NOW, THEREFORE, Declarant hereby declares that the aforesaid Declaration be, and the same hereby is, amended in the respects hereinafter set forth and that said Declaration, as amended hereby, shall be and remain of full force and effect, to-wit:

- (1) The Legal Description shown on the first page of the aforesaid Declaration of Covenants, Conditions and Restrictions, to be consistent with the plat of Cortez Groves attached as Exhibit "A", is amended to read as follows:

Lots 1 through 60 and tracts A, B, C, D, E, F, G, H, J, and K, Cortez Groves per map recorded in Book 146 of Maps, Page 14, in the Office of the County Recorder of Maricopa County, Arizona.

- (2) Article I, Section 3, Page 2, is amended to read as follows:

Common area shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

(83)

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The common area to be owned by the Association at the time of conveyance of the first lot is described as follows:

Tracts A, B, C, D, E, F, G, H, J and K,  
Cortez Groves.

(3) Article IV, Section 3, Page 6, is amended to read as follows:

Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area known as tracts A, B, C, D, E, F, G, H, J, and K, Cortez Groves to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17<sup>th</sup> day of October, 1972.

Declarant:

DOUGLAS P. PATTERSON DEVELOPMENT  
CORPORATION, AN ARIZONA CORPORATION

By Douglas P. Patterson

Ratified and Approved  
Arizona Title Insurance and Trust Company  
as Trustee

By Stanley MacKinnon

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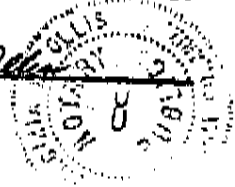
STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

OCT 9773 PAGE 623

On this, the 17<sup>th</sup> day of October, 1972, before me, the undersigned Notary Public, personally appeared: Douglas P. Patterson, who acknowledged himself to be the President of Douglas P. Patterson Development Corp., an Arizona Corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such officer.

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

Virginia F. O'Brien  
Notary Public



My Commission Expires:

Dec 27 1975

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this, the 17<sup>th</sup> day of OCTOBER, 1972, before me, the undersigned Notary Public, personally appeared Stanley Mathisen who acknowledged himself to be a Trust Officer of Arizona Title Insurance and Trust Company, a Corporation, and that he as officer being duly 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 Trust Officer.

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

Virginia F. O'Brien  
Notary Public

My Commission Expires:

Dec 27 1975

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

I hereby certify that the within instrument was filed and recorded at the office of the Recorder of Deeds for the County of Maricopa, Arizona, on this 17<sup>th</sup> day of OCTOBER, 1972, at 8:00 AM.

In Docket 9773  
on page 621-625

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

Virginia F. O'Brien  
Notary Public



P.O. Box 2627  
Glendale Az. 85311

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AMENDMENT TO THE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RECORD FOR CORTEZ GROVES  
LOT OWNERS ASSOCIATION

RECORDED IN OFFICIAL RECORD OF MARICOPA COUNTY, ARIZONA	
AUG 3 '87 -10 00	
HEITH POLETIS, County Recorder	
PGS 10	PGS 2 H
87 4895	

MOD RSTR (DF)

With the knowledge and approval of 90% of the record owners of the Cortez Groves Lot Owners Association the Covenants, Conditions, and Restrictions of Record of the association dated March 13, 1978, recorded Docket 9404 Page 252 shall be amended by the recordation of this amendment dated August 3, 1987 as follows:

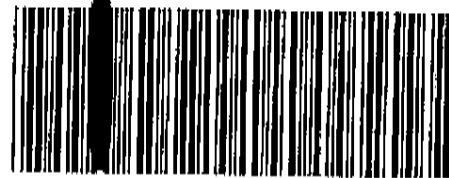
Each lot shall be responsible for the repair, replacement, general maintenance of the roof of the individual unit. The owner of record and any subsequent owners are to be solely responsible for any and all repairs, including the replacement of roofing or subroofing materials. All expenses incurred in connection with roof repairs or replacements are the responsibility of the unit owner or record. Any damage resulting from disrepair improper repairs or replacements, or neglect of roofing will also be the responsibility of the unit owner whose roof was the cause of said damage.

The Associations duties shall be limited to maintaining architectural control of roofing repair/replacement by the board or any committee it may designate. The board or its designees shall have the right to adopt reasonable standards or specifications to insure the continuity or appearances and standards of the complex, and the safety of the unit to be repaired. The Association shall be granted enforcement powers to insure compliance with overall master plan which may include but not be limited to fines, rectification action, and/or civil litigation. While the Association will no longer be responsible

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for unit roof repair, replacement, and general maintenance, it retains all enforcement rights pursuant to Article IX of the Covenants, Conditions, and Restriction of Record for the Cortez Groves Lot Owners Association.



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OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

96-0796527 11/12/96 10:21

KATHERINE BB OF 02

NOTICE OF TELECOMMUNICATION SERVICE  
AND NON-EXCLUSIVE ACCESS AGREEMENT

Cortez Groves  
8721 North 35<sup>th</sup> Avenue  
Phoenix, Arizona 85051  
160 Units

PLEASE TAKE NOTICE that Cox Communications Phoenix, Inc. ("COX"), has entered into an agreement dated March 1, 1992, with the owner of the above property which entitles COX to provide cable television and/or other programming and telecommunications services to all residential units located on the Property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the agreement provides COX with non-exclusive rights of ingress and egress necessary or useful to provide such service and maintain its equipment and other facilities. The agreement also provides that all reception and service equipment and wiring installed on the Property shall be and remain the property of COX for its exclusive use.

The agreement binds any successors and assigns of the Owner in accordance with its terms. A copy of the agreement will be provided to any properly interested person upon written request.

By this notice, COX requests that it receive notice of any pending trustee or foreclosure sale or bankruptcy proceeding sent to:

Business Services  
Cox Communications  
17602 North Black Canyon Highway  
Phoenix, Arizona 85023

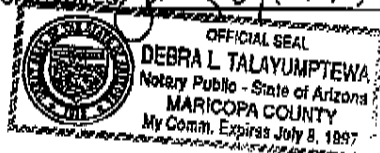
IN WITNESS WHEREOF, the undersigned has set his hand this 12<sup>th</sup> day of November 1996.

COX COMMUNICATIONS PHOENIX, INC.

By: [Signature]  
Paul Gregg, Vice President

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of November 1996.

[Signature]  
Notary Public  
My Commission Expires: July 8, 1997



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**LEGAL DESCRIPTION**

**LOTS 1 - 160, CORTEZ GROVE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 146 OF MAPS, PAGE 14.**