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COMMONWEALTH LAND
TITLE INSURANCE CO.
4800 N. CENTRAL AVE.
PHOENIX, ARIZ. 85012

PROP RSTR (PR)

(13404) 661

TRUST 257
(Tom M)

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS CIRCLE G RANCHES 4, UNIT 2, AND
FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
CIRCLE G RANCHES 4, UNIT 1

This Declaration of Covenants, Conditions and Restrictions
Circle G Ranches 4, Unit 2 and First Supplementary Declaration of
Covenants, Conditions and Restrictions Circle G Ranches 4, Unit 1
made this 24TH day of JANUARY, 1979 by Commonwealth Title of
Arizona, an Arizona corporation, as Trustee, herein referred to
as "Declarant".

W I T N E S S E T H :

WHEREAS Declarant is the owner of both legal and equitable
title of the following described real property, situated within
the County of Maricopa, State of Arizona, to wit:

LOTS 36 through 79, inclusive, and TRACT A,
CIRCLE G RANCHES 4, UNIT 2, according to the
plat of record in the Office of the County
Recorder of Maricopa County, Arizona, in Book
207 of Maps, Page 2 thereof;

and,

WHEREAS, Declarant desires to develop the above described
real property as the second stage of the uniquely planned
residential subdivision known as Circle G Ranches 4; and

WHEREAS Declarant desires to convey TRACT A of the above

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described real property to the CIRCLE G RANCHES 4 HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation to be organized by Declarant, as common area for the benefit of all parties having any right title or interest in the Circle G Ranches 4 subdivision; and

WHEREAS the addition of the above described real property to said subdivision is in complete accord and in full compliance with that certain Planned Area Development (P.A.D.) for Circle G Ranches approved and accepted by the City of Tempe, Arizona, on April 20, 1978 pursuant to ^{Unofficial Document} application numbered S 78.2; and,

WHEREAS this supplementary declaration is the authorized manner to extend the scheme of covenants and restrictions of the Declaration of Covenants, Conditions and Restrictions Circle G Ranches 4, Unit 1 recorded in Docket 13290, Page 688, records of the Maricopa County Recorder's Office to the above described property; and

WHEREAS, in order to enable Declarant to accomplish the purposes outlined above, all of the above described property is hereby subjected to and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof;

NOW THEREFORE, Commonwealth Title of Arizona, as Trustee,

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hereby declares, covenants and agrees as follows:

ARTICLE I

Definitions

1.1 "Association" shall mean and refer to the CIRCLE G RANCHES 4 HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation to be organized by Declarant to administer the covenants and to exercise the rights, powers and duties set forth in the Declaration of Covenants, Conditions and Restrictions Circle G Ranches 4, Unit 1 Unofficial Document this Declaration, Unit 2.

1.2 "Class A Lot" shall mean and refer to any Lot the owner of which is entitled to Class A Membership in the Association.

1.3 "Class B Lot" shall mean and refer to any Lot the owner of which entitled to Class B Membership in the Association.

1.4 "Common Area" shall mean all real property owned or acquired by the Association for the common use and enjoyment of all or a part of the owners.

1.5 "Declarant" shall mean Commonwealth Title of Arizona, an Arizona corporation, as Trustee, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.6 "Declaration" shall mean the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions Circle G Ranches 4, Unit 1, as recorded in the Docket 13290, Page 683, records of the Maricopa

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County Recorders Office, as it may from time to time be amended or supplemented.

1.7 "Declaration, Unit 2" shall mean the covenants, conditions and restrictions herein set forth, or incorporated herein by reference, in this entire document, as it may from time to time be amended or supplemented.

1.8 "Developer" shall mean and refer to CIRCLE G RANCHES, an Arizona partnership.

1.9 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision Unofficial Document of the Property (as defined herein) with the exception of the Common Area.

1.10 "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. Owner shall include the purchaser of a Lot under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Lot merely as a security for the performance of an obligation nor shall the term "owner" include a developer or contractor other than Declarant.

1.11 "Property" shall mean and refer to that certain real property hereinbefore described.

ARTICLE II

Annexation

2.1 "Extension of Declaration": Declarant hereby annexes the Property into the Circle G Ranches 4 subdivision and all

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covenants, conditions, restrictions rights, privileges, duties and obligations created by the Declaration are hereby extended to the Property, except as may be specifically exempted, modified or amended herein. Declarant, by this annexation, intends to and does subject the Property to all assessments, easements, use restrictions, reviews by the Architectural Control Committee and management by the Association that have been created and placed upon Circle G Ranches 4, Unit 1 by the Declaration, except as may be otherwise provided herein. Declarant further, by this annexation, intends to and does create and endow the Property with all membership and voting rights, rights of enforcement and easements of enjoyment that have been created and placed upon Circle G Ranches 4, Unit 1 by the Declaration, except as may be otherwise provided herein. All such covenants, conditions, restrictions, rights, privileges, duties and obligations are incorporated herein by reference and shall have full force and effect and have the same binding effect as if set out in full herein.

ARTICLE III

Membership and Voting Rights

3.1 Class A Members: In addition to the owners of Lots 1 through 35, Circle G Ranches 4, Unit 1, the owners of Lots numbered 36 through 59 shall be Class A members of the Association and shall be entitled to all rights, privileges and powers of Class A membership.

3.2 Class B Members: The owners of Lots numbered 60

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through 79 shall be Class B members of the Association and shall be entitled to all rights, privileges and powers of Class B membership.

ARTICLE IV

Horse Privileges

4.1 Restriction on Class B Members: No owner of any Class B Lot shall maintain, board or keep horses or other livestock on his Class B Lot.

4.2 Horse Stalls: Unofficial Document One horse stall shall be constructed for each Class B Lot by the Developer on Tract A prior to conveyance of Tract A to the Association by Declarant. A stall shall be assigned to each Class B Lot and shall be constructed and thereafter maintained for the exclusive use of the owner of that lot or his tenants as provided herein.

The owner of each Class B Lot shall be responsible for his assigned stall and shall care for his livestock in a clean, neat, orderly fashion in accordance with the prevailing customs and methods. The stall shall also be maintained by the lot owner in a clean, neat, orderly fashion in accordance with the prevailing custom and usage so that such facilities shall not become a nuisance to the remaining lot owners and shall comply with all requirements of the Maricopa County Health Department and any rules or regulations that may have been adopted by the Architectural Control Committee or Association.

If any owner of a Class B Lot should fail after ten (10) days written notice from the Architectural Control Committee to

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clean or otherwise care for his assigned stalls, the Committee shall have the right to enter upon such stall and may cause the same to be cleaned as often as necessary, and charge the actual cost thereof to the Owner and said charges shall be a lien against the Lot to which the stall has been assigned.

If any Owner of a Class B Lot desires to rent or otherwise utilize his stall for any animal which does not belong to him or his immediate family he may do so only upon the following conditions:

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- A) The use of the stall must be first offered to the owners of the other Class B Lots;
- B) If no owner of a Class B Lot desires to utilize the stall, then its use must be offered to the owners of Class A Lots;
- C) If no owner of a Class A Lot desires to utilize the stall, then its use may be offered to the general public for an amount not less than the amount for which it was offered to the owners of the Class A and Class B Lots; provided, however, that the use of any stall by a person who is not an Owner of a Lot within Circle G Ranches 4 shall be first approved in writing by the Association. The Association shall hereby be empowered to place such restrictions upon the use of the stall or requirements upon the tenant as it

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deems necessary to preserve or protect the private property of the Association or any interest or interests of any or all of the Owners.

ARTICLE V

Assessments

5.1 Annual Assessments for Maintenance of Stalls: In addition to the general and special assessments which have been incorporated herein by reference, ^{Unofficial Document} the Declarant for each Class B Lot owned within Circle G Ranches 4 hereby covenants, and each owner of any Class B Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association annual assessments or charges consisting of a pro rata share of the actual cost to the Association relating to or incurred as a result of the upkeep, repair, maintenance or improvement of the horse stalls.

The annual assessment for the maintenance of the stalls, together with interest, costs 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 assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successor in title unless expressly assumed by said successor in title.

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5.2 Purpose of Assessment: Assessments levied by the Association pursuant to this Article shall be used exclusively for costs relating to the maintenance, repair or improvement of the horse stalls or horse stall area.

5.3 Maximum Annual Assessment: Until January 1, 1980, the maximum annual assessment for all Class B Lots for maintenance of stalls shall be the sum of Thirty-six Dollars (\$36.00). From and after January 1, 1980, the maximum annual assessment for maintenance of stalls may be increased each year not more than 5% above the maximum assessment ^{Unofficial Document} for the previous year without a vote of the Class B membership. From and after January 1, 1980, the maximum annual assessment may be increased more than 5% above the maximum assessment for the previous year by a vote of two-thirds (2/3) of the Class B members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board may fix the annual assessment at an amount not in excess of the maximum.

5.4 Administration of Assessment: The annual assessment for the maintenance of the stalls shall otherwise be administered in accordance with the terms and provisions of Article VIII of the Declaration and those provisions relating to notice, quorum, uniformity of assessment, commencement, remedies and subordination are hereby specifically adopted and incorporated herein as they may be properly and reasonably applied to the provisions hereof.

5.5 Validity of Other Assessments: Nothing contained in this Article shall be interpreted to modify or otherwise change

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any Owners covenant or obligation to pay any annual or special assessment created by the Declaration and extended the Property by this Declaration, Unit 2. The annual assessment for the maintenance of the stalls created hereby shall be in addition to all other assessments and obligations of the Class A and Class B Lot Owners.

ARTICLE VI

General Provisions

6.1 Adoption: All of ^{Unofficial Document} general provisions contained in Article X of the Declaration are hereby specifically adopted for the purposes of interpretation, enforcement and amendment of this Declaration, Unit 2.

IN WITNESS WHEREOF, the undersigned Commonwealth Title of Arizona, an Arizona corporation, as Trustee, has caused its corporate name to be signed by the signature of a duly authorized officer, on this 24th day of JANUARY 1979.

Commonwealth Title of Arizona,
as Trustee

By 

SR TRUST OFFICER

Approved and Accepted:

WESTERN SAVINGS AND LOAN ASSOCIATION

By 

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State of Arizona)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this
26th day of January, 1979 by R.D. MATTHEWSON
Trust Officer of Commonwealth Title of Arizona, Trustee, on behalf
of the Trust.

My Commission Expires:
Nov. 22, 1982.

[Signature]
Notary Public

State of Arizona)
) ss
County of Maricopa)

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The foregoing instrument was acknowledged before me this
21st day of January, 1979 by John T. Ellingson
The President of WESTERN SAVINGS AND LOAN ASSOCIATION,
an Arizona corporation, on behalf of the corporation.

My Commission Expires:
My Commission Expires Dec. 28, 1979

[Signature]
Notary Public

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the with
in instrument was filed and re-
corded at request of
COMMONWEALTH LAND TITLE CO.

JAN 26 1979 - 3 15

in Docket 13404
on page 661-671

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

Bill Henry
County Recorder
By *[Signature]*
County Recorder

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