



When recorded mail to:

FEE # 93 09301

20

RECORDED AT THE REQUEST OF

Moogallon Air Park

ON JUN 24 '93 - 11 30 AM

IN DOCKET 1133 PAGE(S) 427-446 Incl

OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA
JAY H. TURLEY, RECORDER

This space reserved for recording information

CAPTION HEADING: Declaration of Conditions,
Reservations and Restrictions

DO NOT REMOVE

This is part of the official document.

BEST PICTURE POSSIBLE

DOCKET 1133 PAGE 427

DECLARATION OF ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS
AND MUTUAL AND RECIPROCAL COVENANTS AND LIENS
RUNNING WITH THE LAND

This declaration is made this 20th day of October, 1992,
by MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited
Partnership, hereinafter called Declarant, as present owner of
the second beneficial interest in TRANSAMERICA TITLE INSURANCE
COMPANY as Trustee under Trust No. 84-616, being properly
authorized so to act by the terms of the trust and TRANSAMERICA
TITLE INSURANCE COMPANY as Trustee thereunder, hereinafter called
Trustee, solely as bare legal title held and not personally and
acting at the proper direction of said Beneficiary-Declarant,
executes this declaration of reservations, covenants, conditions
and restrictions to run with the following real property for the
purpose as hereinafter set forth: Lots 141 through 177,
inclusive, and Tract B, MOGOLLON AIRPARK UNIT FOUR, recorded in
Book ___ of Plats, page _____, records of Navajo County, Arizona.

The Declarant hereby declares that it has established, and
does hereby establish, a general plan for the improvement and
development of the property shown on said plat and does hereby
establish the provisions, conditions, restrictions and covenants
upon which and subject to which all lots and portions of said
lots shall be improved or sold and conveyed by the said
TRANSAMERICA TITLE INSURANCE COMPANY as Trustee, as owner
thereof; each and every one of said provisions, conditions,

restrictions and covenants is and all are for the mutual and reciprocal benefit of each owner of land in said subdivision, or any interest therein, and is a factor in the determination of the value and sales price of said land, and shall inure to and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof and any and all other persons who may become owners or interested in said land, said provisions, conditions, restrictions and covenants are and each thereof is imposed upon the said lots, all of which are to be construed as real covenants and liens running with the title to said lots and with each and every parcel thereof, to-wit:

LAND USE

1. Said lots are hereby restricted to single-family dwellings for residential use only. No business activities of any kind whatsoever shall be conducted upon any of said lots or improvements located thereon.

2. All buildings or structures erected on said lots shall be of new construction and no used building or structure shall be moved from other locations onto said premises. No more than one single-family structure may be erected on any individual lot, provided, however, a separate guest quarter may be constructed without cooking facilities on lots which are 30,000 square feet and above. Every residential structure shall have an area devoted to living purposes, exclusive of porches, terraces, garages, and guest quarters of not less than 1,200 square feet.

3. All plumbing, including but not limited to toilets, bathing facilities, and kitchen facilities, shall be of the modern inside type.

4. SETBACK REQUIREMENTS. No structure shall be erected on any lot within 20 feet of the front or rear line of said lot or within 15 feet of either side line of said lot; provided, however, that the setback requirements herein provided may be amended or modified by the Mogollon Airpark Association, a non-profit association hereinafter defined and described and referred to herein as the "Association", upon written application by any owner, if the Association is of the opinion that the setback requirements would work an undue hardship, or where a variation thereof would be in the best interest of the lot owners and subdivision as a whole, without prior consent or approval of the other lot owners. Should a variance be required, it must be obtained through the Navajo County Planning Department by Board of Adjustment action. In the event a lot is served by a driveway and also fronts on the street, the street side of the lot shall be considered the frontside of the lot. In addition, that lot can only use the driveway as a method of ingress and egress to the lot and cannot use another way from the street.

5. ARCHITECTURAL CONTROL. No building, fence, wall, antenna or other structure shall be commenced, erected, maintained or remodeled until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, location and approximate cost of such a structure shall

have been submitted to and approved by the Association (and in certain instances to the Navajo County Planning Department) and a copy thereof, as finally approved, lodged permanently with said Association. The following are specific requirements for the materials to be used in the structures: Laminated wood siding is prohibited. A solid wood siding shall be required for the structures. Redwood and cedar shiplap or tongue-and-groove solid wood siding or logs are specifically approved. Any deviation from these siding materials must be specifically approved by the Association. The roof material shall be cedar shake or imitation cedar shake which shall match in quality, color, appearance and durability to real cedar shake. The use of imitation cedar shake shall require the specific approval of the Association. Failure of said Association to reject in writing said plans and specifications within thirty days from the date the same are submitted shall constitute approval of said plans and specifications. Approval of plans and specifications shall not be unreasonably withheld, and rejection of any plans or specifications must be based on reasonable judgment as to the effect that said construction changes and alterations will have on the subdivision as a whole. The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the

proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations, including, but not limited to, painting of exterior surfaces of any building, fence, wall or other structure, shall be subject to the prior approval of the Association. Notwithstanding anything to the contrary above, the Declarant, Mogollon Airpark Properties II, does hereby exclusively reserve to itself until all of the lots in Mogollon Airparks II has been sold, to review and grant final approval for all plans and specifications that hereinabove require Association approval.

6. All lots which abutt and share the use of a driveway shall contribute to the common maintenance of that driveway, including, but not limited to, grading, snow removal, graveling, etc. The maintenance shall be that agreed upon by the lots sharing the use of the driveway and should any lot owner fail to make its pro rata contribution, that lot shall be subject to a lien for the amount due and, if the owner fails to pay the amount due, the court may assess him with a reasonable attorney's fee.

7. CORNER LOTS. In the event a lot is situated on the corner so that it abutts two streets or a street and a driveway, then the side facing the street shall still be considered the front; however, the elevation abutting the other street or

BEST PICTURE POSSIBLE

driveway, as the case may be, shall also be considered a front only for architectural approval purposes when the Association considers the architectural treatment of the side of the structure facing the other street or driveway. In addition, that lot can only use the driveway as a method of ingress and egress to the lot and cannot use another way from the street.

8. No horses, cattle, sheep, goats, pigs or other livestock or poultry may be kept, boarded or maintained on any of said lots or any part thereof.

9. All clotheslines, equipment, garbage cans, incinerators and service yard shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets. No metal fence shall be erected on any lot. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.

10. No temporary house trailer, travel trailer, mobile type home, mobile home, or any temporary housing shall be placed or erected on any lot in said subdivision. "Mobile home" as used in these restrictions shall be defined in the Arizona Revised Statutes, Sections 33-1409. Manufactured housing shall be permitted within the subdivision, but only if the architectural design of such housing is approved by the Association prior to construction on a lot.

11. No elevated tanks of any kind shall be erected, placed or permitted upon any of said lots. Any tanks for use in connection with any residential construction on said property,

including tanks for the storage of gas or fuel oil, must be buried or walled in or kept screened by adequate planting to conceal it from the neighboring tracts, roads, and streets.

12. No lot or lots shall be subdivided except with the permission of the Association and the Navajo County Board of Supervisors. Any ownership of single holding by any person comprising parts of two adjoining lots or the whole of one lot and parts of one or more adjoining lots shall, for the purposes of this Declaration of Conditions and Restrictions, be deemed to constitute a single lot.

13. In the event the owner of any lot shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner reasonably satisfactory to the Association, or in the event the owner of any lot shall fail to keep a fire line cleared to the mineral soil around his lot, or permit litter and debris to accumulate on his lot, or fail to comply with any other reasonable fire preventive requirements, the Association, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear any lot of litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations; provided, however, that the Association shall first give written notice to the owner of said lot of its intention to make such repairs or of its intention to perform such cleaning, maintenance or rehabilitation work, affording the

owner of said lot thirty days time in which to make said necessary repairs, maintenance or clearing work. If at the end of said thirty day period the work to be performed has not been done by the owner, then the Association shall have the right, as set forth herein, to make such repairs, rehabilitation, clearing or maintenance work. Nothing herein contained shall be construed to grant to the Association any right to enter into or inside of any building located on any lot without the consent of the owner thereof. Any costs incurred by the Association in enforcing any carrying out of the performance of this paragraph shall be charged against the owner of said lot, and a lien may be created on said lot until the Association has been paid in full for all costs incurred, which lien may be foreclosed in the manner set forth in Paragraph 34 of this Declaration.

14. Within twelve (12) months after the date of the initial purchase of any lot, the lot owner shall cause said lot to be raked to the mineral soil and the vegetation thereon thinned to comply with reasonable fire preventive requirements. In the event the owner of the lot shall fail to have said lot raked and thinned within the period, the Association through its agents and employees, shall have the right to enter upon such premises and perform said raking and thinning. In so doing, the Association shall follow the same procedures for notice to the owner and shall be reimbursed for costs incurred as set forth in Paragraph 34 of this Declaration, and a lien may be created on said lot until the Association has been paid in full for all

costs incurred, which lien may be foreclosed in the manner set forth in Paragraph 34 of this Declaration.

15. Fireplaces, at the time of their construction or installation, shall have spark arresters installed.

16. No individual water system shall be permitted on any lot in said subdivision. A duly franchised water company and its agent, or an agent of the improvement district provided for herein, shall supply all necessary water to lot owners.

17. Although there is no requirement that a residence or other improvement be constructed upon any lot, upon the commencement of the construction of any improvement, such construction of at least the exterior thereof shall be prosecuted with reasonable diligence to completion so that the aesthetics of the area are not disturbed by the appearance of an incomplete structure for an unreasonable period of time. For the purposes of this paragraph, a reasonable period of time to complete the construction of the exterior section of any structure shall be six months from the commencement of the construction of the exterior.

18. No signs, advertisements, billboards, "for sale or rent" signs or promotional signs of any kind shall be erected and/or exhibited in any manner on or above the property without prior written approval from the Association. The issuance of such approved "for sale" sign must be removed from any lot within thirty days after sale has been consummated. Promotional signs are defined as subdivision advertisement signs only.

BEST PICTURE POSSIBLE

Notwithstanding anything to the contrary, the Declarant, Mogollon Airpark Properties II, shall have the right to install "for sale" signs and promotional signs on any unsold lots or upon the common areas.

19. Any exterior lighting caused or allowed to be erected on any lot by a lot buyer shall be shaded so as to not create a nuisance to any other lot owner or occupier thereof.

20. Easements for roadway slopes, drainage, sewers, water, cable television, electricity, telephone, and other utilities along, under, around, adjacent to, and across the lots which are subject to these restrictions are hereby granted, reserved and established; such shall include the right to excavate for, place, cover, repair, and do everything necessary or desirable to maintain the same in a workmanlike manner and proper condition. This right shall be exercised in such a manner as to preserve the greatest amount of natural growth and vegetation and do the least amount of injury to the lots, consistent with the most feasible location of, and proper construction of any improvements to, said easements. The location of these easements and the construction of any improvements thereto shall be as shown on the subdivision plat. Any such easements shall be within fifteen feet of any lot line. Within these easement areas, no structure, plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement areas of each lot and parcel of land and all improvements in it shall be maintained continuously by the

owner of said lot and parcel of land.

21. All injuries or rights to assert damage to lots arising out of the construction of roads to grades or elevations other than the grades or elevation of such lots, or arising out of the construction of sewer to grades or elevations such that gravity service is not available to such lots, are hereby waived, provided said roads or sewers are constructed in accordance with good engineering practice.

22. During the time of construction of the easement improvements referred to in Paragraph 20, easements for the construction of same, for the movement and storage of equipment and materials, and for entry and access for inspection and other incidental purposes are hereby granted, reserved and established in, over, under and upon each of said lots, in order to facilitate construction and completion of such improvements. This right shall be exercised in such manner as to preserve the natural growth and vegetation and do the least amount of injury to said lots, consistent with the economic construction of said improvements.

23. No trees or other native vegetation shall be cleared from any of said lots except to the extent that such clearing is necessary to allow construction of a residence, provide driveway access thereto, and to provide for reasonable fire protection or its removal if necessary as a safety precaution. All clearing and grading of lots must first have written approval of the Association.

24. A no-fee County Highway Department permit shall be required for all access to a County Highway and/or roadway accepted for maintenance by the County and for egress and ingress from subdivision lots and shall be obtained prior to any construction and/or installation of same. The permit will show the egress and ingress requirements and will include the specifications for driveway drainage culverts to subdivision lots, said culverts to be provided by owner and installed to county specifications and be installed by Navajo County Engineering Department. There shall be no ingress or egress from or to a county road or subdivision streets from subdivision lots until the proper culverts are installed to specifications. If ingress and/or egress control signs are required there will be a fee to cover their purchase and installation by the County Highway Department except for those as outlined in ARTICLE IX of the SUBDIVISION REGULATIONS AND REQUIREMENTS as adopted by the County Board of Supervisors on April 5, 1971. The required permit(s) may be obtained from one of the County Highway Departments or the County Engineer's office and shall be posted in view at the construction site.

25. All construction on subdivision lots shall require a Navajo County Building permit and shall comply with all established requirements.

26. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing or occupying any lot or lots

in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the owner of any parcel in said subdivision or any one or more of said individuals and corporation; provided, however, that any breach of said covenants, restrictions, reservations and conditions or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed or trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

27. Unless otherwise provided herein, these covenants,

restrictions, reservations and conditions shall remain in full force and effect for a period of thirty years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, which said instrument shall be recorded in the office of the County Recorder of Navajo County, Arizona, within ninety days prior to the expiration of the initial effective period hereof or any ten year extension.

28. Wherever the terms "owner" or "owners" are used herein, such terms shall include purchase or purchasers under an agreement for sale or contract to purchase, and beneficiary or beneficiaries of any trust owning or purchasing any parcel within said subdivision.

29. Invalidation of any one of these covenants, restrictions, reservations or conditions, by judgment or court order, shall in no way affect the validity of the other provisions, and the same shall remain in full force and effect.

30. All restrictive covenants listed or contained herein are subject in all instances to compliance with the State of Arizona and the County of Navajo health ordinances, restrictions and regulations, zoning regulations or any other duly enacted laws or regulations.

31. Should it become necessary at any time that anyone authorized by this Declaration to enforce same, employ counsel to

1

enforce any of the provisions, conditions, restrictions, or covenants herein contained, all costs incurred in the enforcement of such provisions conditions, restrictions or covenants herein contained including, but not limited to, a reasonable fee for counsel, shall be paid by the owner of a lot or lots who, through their breach, make it necessary for the Association to enforce such provisions, conditions, restrictions, or covenants herein contained. The Association shall have a lien upon such lot or lots to secure payment of such costs, which lien may be enforced in the manner specified in Paragraph 34 hereof.

32. None of the rights of the Association to enforce the covenants and restrictions contained herein shall be construed to be a mandatory obligation or duty of the Association to enforce said covenants and restrictions.

33. The Association shall have the right to enter upon the land when a provision or provisions of this Declaration of restrictions has been violated and remedy such breach and bring about the proper aesthetics and sanitary conditions as are contained herein without deeming such entrance as trespassing.

34. Each property owner agrees that by the acceptance of the contract of purchase or deed to any lot within said tract that he will become a member of the Mogollon Airpark Association ("Association") and each of the above described lots shall entitle the owner or owners thereof to one membership in the Association. The owner thereof shall be entitled to the rights and privileges of such membership and shall comply with the duly

promulgated rules and regulations of the Association. Each of said lots shall be assessable by the Association as provided in the Bylaws thereof, and any such assessment shall constitute, from the data of such assessment, a lien on each such lot to secure the payment of the assessment. In the event that any such assessment shall not be paid on or before the due date thereof, the Association shall have the right to foreclose in the manner prescribed by Arizona law for the foreclosure of liens on real property other than mortgage liens. In the event of any action to foreclose such lien, the lien shall be deemed to secure, in addition to all assessments then due and unpaid, all costs and expenses (including reasonable attorney's fees) incurred in preparation for or in connection with such foreclosure, together with interest on the unpaid assessment or assessments from the due date thereof until paid. The primary purpose of the Association shall be for the administration of those restrictions set forth in this Declaration (including the appointment of a committee to approve or disapprove proposed improvements as required by Paragraph 5 of this Declaration) not specifically committed to administration by another, to maintain and operate or contribute to the maintenance and operation of the improvements referred to in this Declaration which otherwise would be insufficiently maintained and operated, in the judgment of the Association. The execution of any agreement to purchase any of said lots or the acceptance of a deed to any such lot shall, without further affirmative act or accent by such

purchaser or recipient, cause such recipient or purchaser and the lot so purchased or received, to be subject to the Bylaws of any promulgated rules and regulations of the Association and the provisions of the Declaration.

35. This agreement shall be construed under the laws of the State of Arizona.

36. Each party who acquires any interest in all or any part of the property described herein further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subscribed property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

TRACT B

Notwithstanding any of the restrictions and conditions above set forth, Tract B shall not be subject to the same conditions, reservations and restrictions, but shall be governed by this paragraph and shall be declared as a common area under the ownership thereof, to the Homeowners Association upon the sale of the last lot in Unit IV and Unit V as shown on the master plan from Mogollon Airpark Expansion.

IN WITNESS WHEREOF, MOGOLLON AIRPARK PROPERTIES II, an
Arizona Limited Partnership, has caused its name to be hereunto
affixed this 20th day of OCTOBER, 1992.

MOGOLLON AIRPARK PROPERTIES II,
an Arizona Limited Partnership,

By B. R. Preece
B. R. PREECE, General Partner

By William L. Powell
William L. Powell, General Partner

RATIFIED AND APPROVED:

TRANSAMERICA TITLE INSURANCE COMPANY
as Trustee solely as bare legal title held
and not personally, under Trust 84-616

By Henry D. Adams
Trust Secretary

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

Before me on this 20th day of Oct., 1992, personally appeared B.R. PREECE and WILLIAM L. POWELL, who acknowledged themselves to be the General Partners of MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited Partnership, and that they, as such General Partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My commission expires:
My Commission Expires Aug. 17, 1995



CERTIFIED A TRUE COPY

THE CLERK OF THE SUPERIOR COURT OF THE TERRITORY OF ARIZONA
MARICOPA COUNTY RECORDER



CERTIFIED: A TRUE COPY

LAURETTE JUSTMAN, NAVAJO COUNTY RECORDER

BY Laurette Justman

Dated this 30 Day of March, 2015

2015-08610

Page 1 of 34

Requested By: Mogollon Airpark

Navajo County Recorder - Laura V. Sanchez

07-02-2015 03:25 PM Recording Fee \$39.00

When Recorded Mail To:

Mogollon Airpark

PO Box 1778

Overgaard AZ 85933

CAPTION HEADING: Amendment to CC&R's Unit 4A

When recorded mail to:

recorded 2008-2/125
a pilot Rule.

Mogollon Airpark Association Inc
PO Box 1778
Overgaard AZ 85933

**AMENDMENT TO DECLARATION OF ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS AND
MUTUAL AND RECIPROCAL COVENANTS AND LIENS
RUNNING WITH THE LAND**

This Amendment to Declaration of Establishment of Conditions, Reservations and Restrictions and Mutual and Reciprocal Covenants and Liens Running with the Land ("Declarations") is made and entered into effective as of _____, by the undersigned owners.

WHEREAS, that Declaration made and entered into by Mr. B. R. Preece and Donald Maxwell as General Partners of Mogollon Airpark Properties, as Declarant, as of October 20, 1992, and recorded on June 24, 1993, at Docket Number 1133 of Records, Page 427 Inclusive, and Re-Recorded on July 9, 1993 at Docket Number 1136 of Records, Page 119, Records of Navajo County, Arizona, provides for the amendment of the Declaration by an instrument which is executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, and by due recording of said instrument; and

WHEREAS, the property which is subject to the Declaration is subject also to the Plat of record for Mogollon Airpark, recorded at Book 206 of Maps, Page 29 (all such property so encumbered is hereinafter referred to as the "Project"); and

WHEREAS, the Declaration provides for amendment of the Declaration by an instrument which is executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, and by due recording of said instrument; and

WHEREAS, the owners of three-fourths of the lots in said subdivision have executed and acknowledged the amendment to the Declaration;

NOW, THEREFORE, the Declaration is amended as follows:

1. The Recitals set forth above are hereby incorporated into this amendment and made a part hereof.

2. The following paragraph is hereby added to the Declaration:

37. The use of Tract A, Tract B and Lot 1 for the purpose of operating an aircraft shall be restricted to use by a maximum of two (2) active licensed pilots per lot unless prior written approval is granted by the Association. This section does not limit the use of Tract A, Tract B and Lot 1 by guests of Lot owners provided the guests execute and file with the Association the requisite hold harmless agreement prior to using Tract A, Tract B and Lot 1. The Association reserves the right to limit the number of guests per Lot using Tract A, Tract B and Lot 1 if use by guests of Lot owner is excessive or a safety hazard. In addition, this section does not preclude the use of Tract A, Tract B and Lot 1 for special events provided the special events have been approved by the Association.

3. The following paragraph is added to the Declaration under the Section entitled "Tract A, Tract B and Lot 1":

4. The use of Tract A, Tract B and Lot 1 for the purpose of operating an aircraft shall be restricted to use by a maximum of two (2) active licensed pilots per lot unless prior written approval is granted by the Association. This section does not limit the use of Tract A, Tract B and Lot 1 by guests of Lot owners provided the guests execute and file with the Association the requisite hold harmless agreement prior to using Tract A, Tract B and Lot 1. The Association reserves the right to limit the number of guests per Lot using Tract A, Tract B and Lot 1 if use by guests of Lot owners is excessive or a safety hazard. In addition, this section does not preclude the use of Tract A, Tract B and Lot 1 for special events provided the special events have been approved by the Association.

4. Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect. In the event of any conflict of inconsistency between this Amendment and the Declaration, this amendment shall control.

IN WITNESS WHEREOF the undersigned have agreed to and acknowledged this instrument at the time and place shown on the attached acknowledgments after receipt of a copy of the original instrument.

2008-21125

Page 1 of 30

Requested By: MOGOLLON AIRPARK

Navajo County Recorder - Loretta Justman

10-15-2008 12:35 PM Recording Fee \$39.00

30

When recorded mail to:

CAPTION HEADING: Mogollon Airpark

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

Acknowledgments are attached hereto.

DATED this 11 day of October, 2008.

MOGOLLON AIRPARK ASSOCIATION, INC.

By: *Expire Mery*

Its: *Secretary, Board of Directors,*
Mogollon Airport Home Owners Association

When recorded mail to:



FEE # 93 10456

RECORDED AT THE REQUEST OF

TRANSAMERICA TITLE CO.

ON JUL 09 '93 - 2 30 PM

IN DOCKET 1136 PAGE(S) 119-139 Incl.

OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA

JAY H. TURLEY, RECORDER

(21)

This space reserved for recording information

RE-RECORDING OF DECLARATION
OF CONDITIONS, RESERVATIONS
AND RESTRICTIONS

CAPTION HEADING: _____

DO NOT REMOVE

This is part of the official document.

IF POSSIBLE

20

When recorded mail to:



MICROFILMED
INDEXED

FEE # 93 09301

RECORDED AT THE REQUEST OF

Moallon Air Park

ON JUN 24 '93 - 11 30 AM

IN DOCKET 1133 PAGE(S) 427-446 Incl.

OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA

JAY H. TURLEY, RECORDER

This space reserved for recording information

CAPTION HEADING: Declaration of Conditions,
Reservations and Restrictions

DO NOT REMOVE

This is part of the official document.

RE POSSIBLE

DOCKET 1136 PAGE 120

DOCKET 1133 PAGE 427

LS

DECLARATION OF ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS
AND MUTUAL AND RECIPROCAL COVENANTS AND LIENS
RUNNING WITH THE LAND

This declaration is made this 20th day of October, 1992,
by MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited
Partnership, hereinafter called Declarant, as present owner^{& Owner of} of
the second beneficial interest in TRANSAMERICA TITLE INSURANCE
COMPANY as Trustee under Trust No. 84-616 ^{and 84-646}, being properly
authorized so to act by the terms of the trust and TRANSAMERICA
TITLE INSURANCE COMPANY as Trustee thereunder, hereinafter called
Trustee, solely as bare legal title held and not personally and
acting at the proper direction of said Beneficiary-Declarant,
executes this declaration of reservations, covenants, conditions
and restrictions to run with the following real property for the
purpose as hereinafter set forth: Lots 141 through 177,
inclusive, and Tract B, MOGOLLON AIRPARK UNIT ^{FOUR A} ~~FOUR~~, recorded in
Book ___ of Plats, page _____, records of Navajo County, Arizona.

The Declarant hereby declares that it has established, and
does hereby establish, a general plan for the improvement and
development of the property shown on said plat and does hereby
establish the provisions, conditions, restrictions and covenants
upon which and subject to which all lots and portions of said
lots shall be improved or sold and conveyed by the said
TRANSAMERICA TITLE INSURANCE COMPANY as Trustee, as owners
thereof; each and every one of said provisions, conditions,
* and MOGOLLON AIRPARK PROPERTIES II,

DOCKET 1136 PAGE 121

These restrictions are being recorded to correct the vesting and Unit No.

DOCKET 1133 PAGE 428

RE POSSIBLE

restrictions and covenants is and all are for the mutual and reciprocal benefit of each owner of land in said subdivision, or any interest therein, and is a factor in the determination of the value and sales price of said land, and shall inure to and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof and any and all other persons who may become owners or interested in said land, said provisions, conditions, restrictions and covenants are and each thereof is imposed upon the said lots, all of which are to be construed as real covenants and liens running with the title to said lots and with each and every parcel thereof, to-wit:

LAND USE

1. Said lots are hereby restricted to single-family dwellings for residential use only. No business activities of any kind whatsoever shall be conducted upon any of said lots or improvements located thereon.

2. All buildings or structures erected on said lots shall be of new construction and no used building or structure shall be moved from other locations onto said premises. No more than one single-family structure may be erected on any individual lot, provided, however, a separate guest quarter may be constructed without cooking facilities on lots which are 30,000 square feet and above. Every residential structure shall have an area devoted to living purposes, exclusive of porches, terraces, garages, and guest quarters of not less than 1,200 square feet.

3. All plumbing, including but not limited to toilets, bathing facilities, and kitchen facilities, shall be of the modern inside type.

4. SETBACK REQUIREMENTS. No structure shall be erected on any lot within 20 feet of the front or rear line of said lot or within 15 feet of either side line of said lot; provided, however, that the setback requirements herein provided may be amended or modified by the Mogollon Airpark Association, a non-profit association hereinafter defined and described and referred to herein as the "Association", upon written application by any owner, if the Association is of the opinion that the setback requirements would work an undue hardship, or where a variation thereof would be in the best interest of the lot owners and subdivision as a whole, without prior consent or approval of the other lot owners. Should a variance be required, it must be obtained through the Navajo County Planning Department by Board of Adjustment action. In the event a lot is served by a driveway and also fronts on the street, the street side of the lot shall be considered the frontside of the lot. In addition, that lot can only use the driveway as a method of ingress and egress to the lot and cannot use another way from the street.

5. ARCHITECTURAL CONTROL. No building, fence, wall, antenna or other structure shall be commenced, erected, maintained or remodeled until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, location and approximate cost of such a structure shall

BUCKET 1136 PAGE 123

BUCKET 1133 PAGE 430

have been submitted to and approved by the Association (and in certain instances to the Navajo County Planning Department) and a copy thereof, as finally approved, lodged permanently with said Association. The following are specific requirements for the materials to be used in the structures: Laminated wood siding is prohibited. A solid wood siding shall be required for the structures. Redwood and cedar shiplap or tongue-and-groove solid wood siding or logs are specifically approved. Any deviation from these siding materials must be specifically approved by the Association. The roof material shall be cedar shake or imitation cedar shake which shall match in quality, color, appearance and durability to real cedar shake. The use of imitation cedar shake shall require the specific approval of the Association. Failure of said Association to reject in writing said plans and specifications within thirty days from the date the same are submitted shall constitute approval of said plans and specifications. Approval of plans and specifications shall not be unreasonably withheld, and rejection of any plans or specifications must be based on reasonable judgment as to the effect that said construction changes and alterations will have on the subdivision as a whole. The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the

BUCKET 1136 PAGE 124

DOCKET 1133 PAGE 431

proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations, including, but not limited to, painting of exterior surfaces of any building, fence, wall or other structure, shall be subject to the prior approval of the Association. Notwithstanding anything to the contrary above, the Declarant, Mogollon Airpark Properties II, does hereby exclusively reserve to itself until all of the lots in Mogollon Airparks II has been sold, to review and grant final approval for all plans and specifications that hereinabove require Association approval.

6. All lots which abutt and share the use of a driveway shall contribute to the common maintenance of that driveway, including, but not limited to, grading, snow removal, graveling, etc. The maintenance shall be that agreed upon by the lots sharing the use of the driveway and should any lot owner fail to make its pro rata contribution, that lot shall be subject to a lien for the amount due and, if the owner fails to pay the amount due, the court may assess him with a reasonable attorney's fee.

7. CORNER LOTS. In the event a lot is situated on the corner so that it abutts two streets or a street and a driveway, then the side facing the street shall still be considered the front; however, the elevation abutting the other street or

BEST PICTURE POSSIBLE

DOCKET 1136 PAGE 125

-5-

DOCKET 1133 PAGE 432

driveway, as the case may be, shall also be considered a front only for architectural approval purposes when the Association considers the architectural treatment of the side of the structure facing the other street or driveway. In addition, that lot can only use the driveway as a method of ingress and egress to the lot and cannot use another way from the street.

8. No horses, cattle, sheep, goats, pigs or other livestock or poultry may be kept, boarded or maintained on any of said lots or any part thereof.

9. All clotheslines, equipment, garbage cans, incinerators and service yard shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets. No metal fence shall be erected on any lot. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.

10. No temporary house trailer, travel trailer, mobile type home, mobile home, or any temporary housing shall be placed or erected on any lot in said subdivision. "Mobile home" as used in these restrictions shall be defined in the Arizona Revised Statutes, Sections 33-1409. Manufactured housing shall be permitted within the subdivision, but only if the architectural design of such housing is approved by the Association prior to construction on a lot.

11. No elevated tanks of any kind shall be erected, placed or permitted upon any of said lots. Any tanks for use in connection with any residential construction on said property,

PICTURE POSSIBLE

DOCKET 1136 PAGE 126

DOCKET 1133 PAGE 433

including tanks for the storage of gas or fuel oil, must be buried or walled in or kept screened by adequate planting to conceal it from the neighboring tracts, roads, and streets.

12. No lot or lots shall be subdivided except with the permission of the Association and the Navajo County Board of Supervisors. Any ownership of single holding by any person comprising parts of two adjoining lots or the whole of one lot and parts of one or more adjoining lots shall, for the purposes of this Declaration of Conditions and Restrictions, be deemed to constitute a single lot.

13. In the event the owner of any lot shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner reasonably satisfactory to the Association, or in the event the owner of any lot shall fail to keep a fire line cleared to the mineral soil around his lot, or permit litter and debris to accumulate on his lot, or fail to comply with any other reasonable fire preventive requirements, the Association, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear any lot of litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations; provided, however, that the Association shall first give written notice to the owner of said lot of its intention to make such repairs or of its intention to perform such cleaning, maintenance or rehabilitation work, affording the

PICTURE POSSIBLE

owner of said lot thirty days time in which to make said necessary repairs, maintenance or clearing work. If at the end of said thirty day period the work to be performed has not been done by the owner, then the Association shall have the right, as set forth herein, to make such repairs, rehabilitation, clearing or maintenance work. Nothing herein contained shall be construed to grant to the Association any right to enter into or inside of any building located on any lot without the consent of the owner thereof. Any costs incurred by the Association in enforcing any carrying out of the performance of this paragraph shall be charged against the owner of said lot, and a lien may be created on said lot until the Association has been paid in full for all costs incurred, which lien may be foreclosed in the manner set forth in Paragraph 34 of this Declaration.

14. Within twelve (12) months after the date of the initial purchase of any lot, the lot owner shall cause said lot to be raked to the mineral soil and the vegetation thereon thinned to comply with reasonable fire preventive requirements. In the event the owner of the lot shall fail to have said lot raked and thinned within the period, the Association through its agents and employees, shall have the right to enter upon such premises and perform said raking and thinning. In so doing, the Association shall follow the same procedures for notice to the owner and shall be reimbursed for costs incurred as set forth in Paragraph 34 of this Declaration, and a lien may be created on said lot until the Association has been paid in full for all

BEST PICTURE POSSIBLE

costs incurred, which lien may be foreclosed in the manner set forth in Paragraph 34 of this Declaration.

15. Fireplaces, at the time of their construction or installation, shall have spark arresters installed.

16. No individual water system shall be permitted on any lot in said subdivision. A duly franchised water company and its agent, or an agent of the improvement district provided for herein, shall supply all necessary water to lot owners.

17. Although there is no requirement that a residence or other improvement be constructed upon any lot, upon the commencement of the construction of any improvement, such construction of at least the exterior thereof shall be prosecuted with reasonable diligence to completion so that the aesthetics of the area are not disturbed by the appearance of an incomplete structure for an unreasonable period of time. For the purposes of this paragraph, a reasonable period of time to complete the construction of the exterior section of any structure shall be six months from the commencement of the construction of the exterior.

18. No signs, advertisements, billboards, "for sale or rent" signs or promotional signs of any kind shall be erected and/or exhibited in any manner on or above the property without prior written approval from the Association. The issuance of such approved "for sale" sign must be removed from any lot within thirty days after sale has been consummated. Promotional signs are defined as subdivision advertisement signs only.

Notwithstanding anything to the contrary, the Declarant, Mogollon Airpark Properties II, shall have the right to install "for sale" signs and promotional signs on any unsold lots or upon the common areas.

19. Any exterior lighting caused or allowed to be erected on any lot by a lot buyer shall be shaded so as to not create a nuisance to any other lot owner or occupier thereof.

20. Easements for roadway slopes, drainage, sewers, water, cable television, electricity, telephone, and other utilities along, under, around, adjacent to, and across the lots which are subject to these restrictions are hereby granted, reserved and established; such shall include the right to excavate for, place, cover, repair, and do everything necessary or desirable to maintain the same in a workmanlike manner and proper condition. This right shall be exercised in such a manner as to preserve the greatest amount of natural growth and vegetation and do the least amount of injury to the lots, consistent with the most feasible location of, and proper construction of any improvements to, said easements. The location of these easements and the construction of any improvements thereto shall be as shown on the subdivision plat. Any such easements shall be within fifteen feet of any lot line. Within these easement areas, no structure, plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement areas of each lot and parcel of land and all improvements in it shall be maintained continuously by the

owner of said lot and parcel of land.

21. All injuries or rights to assert damage to lots arising out of the construction of roads to grades or elevations other than the grades or elevation of such lots, or arising out of the construction of sewer to grades or elevations such that gravity service is not available to such lots, are hereby waived, provided said roads or sewers are constructed in accordance with good engineering practice.

22. During the time of construction of the easement improvements referred to in Paragraph 20, easements for the construction of same, for the movement and storage of equipment and materials, and for entry and access for inspection and other incidental purposes are hereby granted, reserved and established in, over, under and upon each of said lots, in order to facilitate construction and completion of such improvements. This right shall be exercised in such manner as to preserve the natural growth and vegetation and do the least amount of injury to said lots, consistent with the economic construction of said improvements.

23. No trees or other native vegetation shall be cleared from any of said lots except to the extent that such clearing is necessary to allow construction of a residence, provide driveway access thereto, and to provide for reasonable fire protection or its removal if necessary as a safety precaution. All clearing and grading of lots must first have written approval of the Association.

BOOKET 1136 PAGE 131

BOOKET 1133 PAGE 438

24. A no-fee County Highway Department permit shall be required for all access to a County Highway and/or roadway accepted for maintenance by the County and for egress and ingress from subdivision lots and shall be obtained prior to any construction and/or installation of same. The permit will show the egress and ingress requirements and will include the specifications for driveway drainage culverts to subdivision lots, said culverts to be provided by owner and installed to county specifications and be installed by Navajo County Engineering Department. There shall be no ingress or egress from or to a county road or subdivision streets from subdivision lots until the proper culverts are installed to specifications. If ingress and/or egress control signs are required there will be a fee to cover their purchase and installation by the County Highway Department except for those as outlined in ARTICLE IX of the SUBDIVISION REGULATIONS AND REQUIREMENTS as adopted by the County Board of Supervisors on April 5, 1971. The required permit(s) may be obtained from one of the County Highway Departments or the County Engineer's office and shall be posted in view at the construction site.

25. All construction on subdivision lots shall require a Navajo County Building permit and shall comply with all established requirements.

26. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing or occupying any lot or lots

DOCKET 1136 PAGE 132

DOCKET 1133 PAGE 439

in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the owner of any parcel in said subdivision or any one or more of said individuals and corporation; provided, however, that any breach of said covenants, restrictions, reservations and conditions or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed or trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

27. Unless otherwise provided herein, these covenants,

DOCKET 1136 PAGE 133

DOCKET 1133 PAGE 440

restrictions, reservations and conditions shall remain in full force and effect for a period of thirty years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, which said instrument shall be recorded in the office of the County Recorder of Navajo County, Arizona, within ninety days prior to the expiration of the initial effective period hereof or any ten year extension.

28. Wherever the terms "owner" or "owners" are used herein, such terms shall include purchase or purchasers under an agreement for sale or contract to purchase, and beneficiary or beneficiaries of any trust owning or purchasing any parcel within said subdivision.

29. Invalidation of any one of these covenants, restrictions, reservations or conditions, by judgment or court order, shall in no way affect the validity of the other provisions, and the same shall remain in full force and effect.

30. All restrictive covenants listed or contained herein are subject in all instances to compliance with the State of Arizona and the County of Navajo health ordinances, restrictions and regulations, zoning regulations or any other duly enacted laws or regulations.

31. Should it become necessary at any time that anyone authorized by this Declaration to enforce same, employ counsel to

DOCKET 1136 PAGE 134

enforce any of the provisions, conditions, restrictions, or covenants herein contained, all costs incurred in the enforcement of such provisions conditions, restrictions or covenants herein contained including, but not limited to, a reasonable fee for counsel, shall be paid by the owner of a lot or lots who, through their breach, make it necessary for the Association to enforce such provisions, conditions, restrictions, or covenants herein contained. The Association shall have a lien upon such lot or lots to secure payment of such costs, which lien may be enforced in the manner specified in Paragraph 34 hereof.

32. None of the rights of the Association to enforce the covenants and restrictions contained herein shall be construed to be a mandatory obligation or duty of the Association to enforce said covenants and restrictions.

33. The Association shall have the right to enter upon the land when a provision or provisions of this Declaration of restrictions has been violated and remedy such breach and bring about the proper aesthetics and sanitary conditions as are contained herein without deeming such entrance as trespassing.

34. Each property owner agrees that by the acceptance of the contract of purchase or deed to any lot within said tract that he will become a member of the Mogollon Airpark Association ("Association") and each of the above described lots shall entitle the owner or owners thereof to one membership in the Association. The owner thereof shall be entitled to the rights and privileges of such membership and shall comply with the duly

DOCKET 1136 PAGE 135

DOCKET 1133 PAGE 442

promulgated rules and regulations of the Association. Each of said lots shall be assessable by the Association as provided in the Bylaws thereof, and any such assessment shall constitute, from the data of such assessment, a lien on each such lot to secure the payment of the assessment. In the event that any such assessment shall not be paid on or before the due date thereof, the Association shall have the right to foreclose in the manner prescribed by Arizona law for the foreclosure of liens on real property other than mortgage liens. In the event of any action to foreclose such lien, the lien shall be deemed to secure, in addition to all assessments then due and unpaid, all costs and expenses (including reasonable attorney's fees) incurred in preparation for or in connection with such foreclosure, together with interest on the unpaid assessment or assessments from the due date thereof until paid. The primary purpose of the Association shall be for the administration of those restrictions set forth in this Declaration (including the appointment of a committee to approve or disapprove proposed improvements as required by Paragraph 5 of this Declaration) not specifically committed to administration by another, to maintain and operate or contribute to the maintenance and operation of the improvements referred to in this Declaration which otherwise would be insufficiently maintained and operated, in the judgment of the Association. The execution of any agreement to purchase any of said lots or the acceptance of a deed to any such lot shall, without further affirmative act or accent by such

DOCKET 1136 PAGE 136

DOCKET 1133 PAGE 443

purchaser or recipient, cause such recipient or purchaser and the lot so purchased or received, to be subject to the Bylaws of any promulgated rules and regulations of the Association and the provisions of the Declaration.

35. This agreement shall be construed under the laws of the State of Arizona.

36. Each party who acquires any interest in all or any part of the property described herein further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subscribed property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

TRACT B

Notwithstanding any of the restrictions and conditions above set forth, Tract B shall not be subject to the same conditions, reservations and restrictions, but shall be governed by this paragraph and shall be declared as a common area under the ownership thereof, to the Homeowners Association upon the sale of the last lot in Unit IV and Unit V as shown on the master plan from Mogollon Airpark Expansion.

BEST PICTURE POSSIBLE

DOCKET 1136 PAGE 137

-17-

DOCKET 1133 PAGE 444

IN WITNESS WHEREOF, MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited Partnership, has caused its name to be hereunto affixed this 20th day of OCTOBER, 1992.

MOGOLLON AIRPARK PROPERTIES II,
an Arizona Limited Partnership,

By B. R. Preece
B. R. PREECE, General Partner

By William L. Powell
William L. Powell, General Partner

RATIFIED AND APPROVED:

TRANSAMERICA TITLE INSURANCE COMPANY
as Trustee solely as bare legal title held
and not personally, under Trust 84-616 and 84-646

By Henry D. Adams
Trust Secretary

DOCKET 1136 PAGE 138

DOCKET 1133 PAGE 445

BEST PICTURE POSSIBLE

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

Before me on this 20th day of Oct., 1992, personally appeared B.R. PREECE and WILLIAM L. POWELL, who acknowledged themselves to be the General Partners of MOGOLLON AIRPARK PROPERTIES II, an Arizona Limited Partnership, and that they, as such General Partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My commission expires:
My Commission Expires Aug. 17, 1995



DOCKET 1136 PAGE 139

-19-

DOCKET 1133 PAGE 446

ARIZONA COUNTY RECORDS
MARIAN J. LUSTMAN
to you



CERTIFIED: A TRUE COPY

LAURETTE JUSTMAN, NAVAJO COUNTY RECORDER

BY Laurette Justman

Dated this 30 Day of March, 2015

When recorded return to:
Mogollon Airpark Homeowners Assn.
P.O. Box 1778
Overgaard, AZ 85933

AMENDMENT TO DECLARATION OF THE ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS AND MUTUAL AND
RECIPROCAL COVENANTS AND LIENS RUNNING WITH THE LAND.

This Amendment to Declaration of Establishment of Conditions, Reservations and Restrictions and Mutual and Reciprocal Covenants and Liens Running with the Land ("Declarations") is made and entered into effective as of 4-23-2010 by the undersigned owners.

WHEREAS, that Declaration made and entered into by Mr. B.R. Preece and Donald Maxwell as General Partners of Mogollon Airpark Properties, as Declarant, as of October 20 1992, and recorded on June 24, 1993 at Docket Number 1136 of Page 427, inclusive, and Re-Recorded on July 9, 1993 at Docket Number 1136 of Records, Page 119, Records of Navajo County, Arizona, provides for the amendment of the Declaration by an instrument which is executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, and by due recording of said instrument; and

WHEREAS, the property which is subject to the Declaration is subject also to the Plat of record for Mogollon Airpark, recorded at Book 206 of Maps, Page 29 (all such property so encumbered is hereinafter referred to the "Project"); and

WHEREAS, the Declaration provides for amendment of the Declaration by an instrument which is executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, and by due recording of said instruments; and

WHEREAS, the owners of three-fourths of the said lots in said subdivision have executed and acknowledged the amendment to the Declaration (Phase 4A, Lots 141 through 177),

NOW, THEREFORE, the Declaration is amended as follows:

- 1). The Recitals set forth above are here by incorporated into this amendment and made a part hereof.
- 2). The following paragraph is hereby added to the Declaration.

Sentence 6 shall read: "The roof material may be cedar shake or a product resembling cedar shake made from Portland cement and /or other synthetic materials or a sheet metal roofing."

- 3). Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect, In the event of any conflict of inconsistency between this Amendment and the Declaration, this amendment shall control.

IN WITNESS WHEREOF the undersigned have agreed to and acknowledge this instrument at the time and place shown on the attached acknowledgments after receipt of a copy of the original instrument.

Acknowledgments are attached hereto.

DATED this 23 day of April, 2010

Signed: Patrick McLeod

en recorded return to:
Mogollon Airpark Homeowners Assn.
P.O. Box 1778
Overgaard, AZ 85933

AMENDMENT TO DECLARATION OF THE ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS AND MUTUAL AND
RECIPROCAL COVENANTS AND LIENS RUNNING WITH THE LAND.

This Amendment to Declaration of Establishment of Conditions, Reservations and Restrictions and Mutual and Reciprocal Covenants and Liens Running with the Land ("Declarations") is made and entered into effective as of April 28 2010 by the undersigned owners.

WHEREAS, that Declaration made and entered into by Mr. B.R. Preece and Donald Maxwell as General Partners of Mogollon Airpark Properties, as Declarant, as of October 20 1992, and recorded on June 24, 1993 at Docket Number 1136 of Page 427, inclusive, and Re-Recorded on July 9, 1993 at Docket Number 1136 of Records, Page 119, Records of Navajo County, Arizona, provides for the amendment of the Declaration by an instrument which is executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, and by due recording of said instrument; and

WHEREAS, the property which is subject to the Declaration is subject also to the Plat of record for Mogollon Airpark, recorded at Book 206 of Maps, Page 29 (all such property so encumbered is hereinafter referred to the "Project"); and

WHEREAS, the Declaration provides for amendment of the Declaration by an instrument which is executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, and by due recording of said instruments; and

WHEREAS, the owners of three-fourths of the said lots is said subdivision have executed and acknowledged the amendment to the Declaration (Phase 4A, Lots 141 through 177),

NOW, THEREFORE, the Declaration is amended as follows:

- 1). The Recitals set forth above are here by incorporated into this amendment and made a part hereof.

- 2). The following paragraph is hereby added to the Declaration.

Sentence 3 shall read: "A natural solid wood siding or a product resembling wood siding made from Portland cement shall be required for the structures."

Sentence 5 shall read; "Other types of natural solid wood or a product resembling wood siding made from other types of synthetic materials must be specifically approved by the Association."

- 3). Except as expressly amended by this Amendment, the Declaration shall remain in full force and effect, In the event of any conflict of inconsistency between this Amendment and the Declaration, this amendment shall control.

IN WITNESS WHEREOF the undersigned have agreed to and acknowledge this instrument at the time and place shown on the attached acknowledgments after receipt of a copy of the original instrument.

Acknowledgments are attached hereto.

DATED this 28 day of April 2010

Signed: Pat McLeod

2008-21125

Page 1 of 30

Requested By: MOGOLLON AIRPARK

Navajo County Recorder - Lorette Justman

10-15-2008 12:35 PM Recording Fee \$39.00

30

When recorded mail to:

CAPTION HEADING: Mogollon Airpark

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

12

Acknowledgments are attached hereto.

DATED this 11 day of October, 2008.

MOGOLLON AIRPARK ASSOCIATION, INC.

By: *Gayle Mery*

Its: *Secretary, Board of Directors,*
Mogollon Airport Home Owners Association

When recorded mail to:



FEE # 93 12216 5
RECORDED AT THE REQUEST OF
Navajo Electric Cooperative, Inc.
ON AUG 09 '93 - 5 00 PM
IN DOCKET 1140 PAGE(S) 362-366 Incl.
OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA
JAY H. TURLEY, RECORDER

This space reserved for recording information

CAPTION HEADING: Easement

DO NOT REMOVE

This is part of the official document.

DOCKET 1140 PAGE 362

BEST PICTURE POSSIBLE

PUBLIC UTILITY EASEMENT

THIS INDENTURE, made this 16 day of March, 1993 by and between

Mogollon Airpark Properties II

the party of the first part and hereinafter designated as the GRANTOR, and the public utility companies providing utility service to Mogollon Air Park Unit 4A Subdivision located in Overgaard, Navajo County, Arizona, the party of the second part and hereinafter designated as the GRANTEE.

For valuable consideration, receipt of which is hereby acknowledged and the further consideration of the sum of One Dollar (\$1.00) the GRANTOR does hereby grant, and does by these presents convey to the use of the GRANTEE forever, that certain parcel of land situated in Navajo County, Arizona, and described as follows:

See Parcel 2 (Mogollon Airpark Properties II) of Attachment "A"

TO HAVE AND TO HOLD the same forever, for the purpose of public utilities, and all incidents thereto. Granting of this easement does not constitute acceptance by Navajo County.

IN WITNESS WHEREOF, this instrument has been duly signed and executed by the GRANTOR the day and year above written.

B. Phelan, General Partner
Helen Laurel Reed Partner

State of Arizona)
) §
County of Navajo)

This instrument was duly acknowledged before me this 16 day of March, 1993, by _____ for the purpose and consideration therein contained.



My Commission Expires On:
My Commission Expires May 16, 1996

Anita L. Roberts
Notary Public

DKT 720 PAGE 347

DOCKET 1140 PAGE 363

BEST PICTURE POSSIBLE

ATTACHMENT "A"
LEGAL DESCRIPTION
FOR
8 FOOT PUBLIC UTILITY EASEMENT

Parcels of land located in the W½ of Section 34, Township 12 North, Range 17 East, G&SRB&M, Navajo County, Arizona, more particularly described as follows:

Parcel 1 (Powell)

An 8 foot Public Utility Easement adjacent to and easterly and southerly of the following described line.

Commencing at the W¼ corner of said Section 34;

Thence: S 00°00'25" W, 322.95 feet along the west line of said Section 34;

Thence: N 73°53'25" E, 1181.92 feet to the POINT OF BEGINNING;

Thence: N 16°06'35" W, 264.72 feet to the P.C. of a curve to the left, concave to the southwest, having a radius of 790.00 feet and a central angle of 19°09'15";

Thence: Along the arc of said curve 261.10 feet;

Thence: N 35°15'50" W, 212.22 feet to the P.C. of a curve to the right, concave to the east having a radius of 25.00 feet and a central angle of 90°00'00";

Thence: Along the arc of said curve 39.27 feet;

Thence: N 54°44'10" E, 135.00 feet to the P.C. of a curve to the left, concave to the northwest, having a radius of 830.00 feet and a central angle of 20°09'10";

Thence: Along the arc of said curve 291.94 feet;

Thence: N 34°35'01" E, 619.71 feet to the POINT OF ENDING of said 8 foot Public Utility Easement.

Parcel 2 (Mogollon Airpark Properties II)

An 8 foot Public Utility Easement adjacent to and northerly and easterly of the following described line:

Commencing at the NW corner of said Section 34;

Thence: S 00°03'00" E, 704.39 feet to the POINT OF BEGINNING;

DKT: 720 PAGE 3-8

DOCKET 1140 PAGE 364

BEST PICTURE POSSIBLE

Thence: N 89°57'00" E, 172.26 feet to the P.C. of a curve to the left, concave to the northwest, having a radius of 25.00 feet and a central angle of 79°05'06";
Thence: Along the arc of said curve 34.51 feet;
Thence: S 79°08'06" E, 60.00 feet;
Thence: S 10°51'54" W, 287.44 feet to the POINT OF ENDING.

Parcel 3 (Quiroga)

An 8 foot Public Utility Easement adjacent to and easterly of the following described line:

Commencing at the NW corner of said Section 34;

Thence: S 00°03'00" E, 704.39 feet.
Thence: N 89°57'00" E, 172.26 feet to the P.C. of a curve to the left, concave to the northwest, having a radius of 25.00 feet and a central angle of 79°05'06";
Thence: Along the arc of said curve 34.51 feet;
Thence: S 79°08'06" E, 60.00 feet;
Thence: S 10°51'54" W, 287.44 feet to the P.C. of a curve to the right, concave to the northwest, having a radius of 205.00 feet and a central angle of 46°51'13", and the POINT OF BEGINNING;
Thence: along the arc of said curve 167.64 feet to the POINT OF ENDING.

SIERRA ENGINEERING

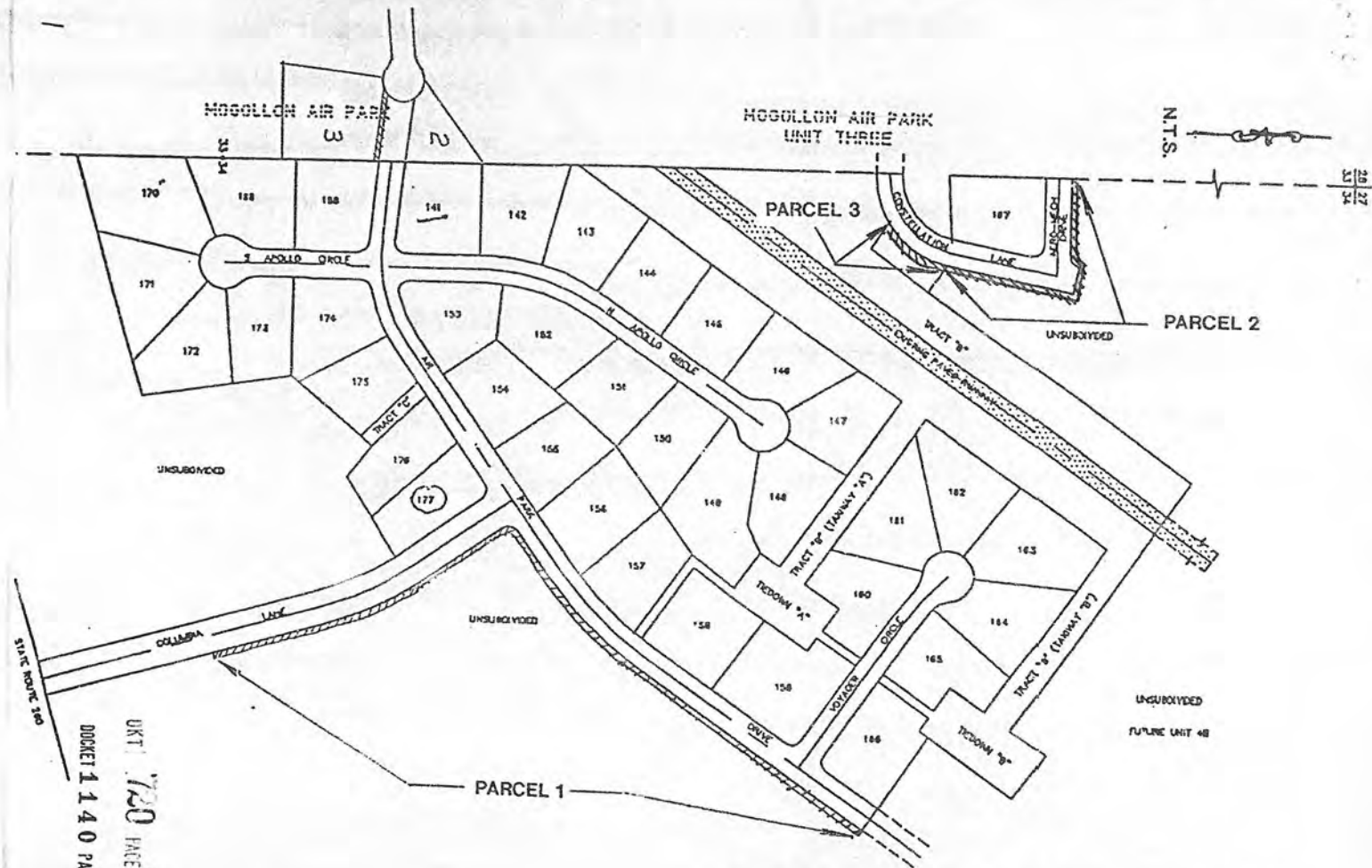
Project No. 9207



DKT: 720 PAGE 349

DOCKET 1140 PAGE 365

BEST PICTURE POSSIBLE



MOGOLLON AIR PARK, UNIT 4A

OFFSITE PUBLIC UTILITY EASEMENTS

UXT 720 PAGE 350
DOCKET 1140 PAGE 366