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SCOTTSDALE ADOBE RANCH TOWNHOMES  
SECOND AMENDED  
COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION, made on this 17th day of  
September, 1987, by GILLANDERS AND STARK  
DEVELOPMENT COMPANY, INC., an Arizona corporation  
(hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain  
property in the County of Maricopa, State of Arizona, which  
is more particularly described as:

PHASE I

A portion of Parcel 14B of Scottsdale Adobe Ranch  
Townhomes as recorded in Book 306, Page 45, County  
Recorders Office, Maricopa County, Arizona, more  
particularly described as follows:

Commencing at the Southwest corner of Tract 'J' of  
said Scottsdale Adobe Ranch Townhomes; thence  
North 13°29'58" East along the West boundary line  
of said Scottsdale Adobe Ranch Townhomes a  
distance of 652.85 feet; thence South 51°17'02"  
East along the Northeasterly line of said  
Scottsdale Adobe Ranch Townhomes a distance of  
440.16 feet; thence South 00°02'53" West along the  
East line of said Scottsdale Adobe Ranch Townhomes  
a distance of 108.41 feet; thence North 89°57'07"  
West along the Northerly line of Lot 24 of said  
Scottsdale Adobe Ranch Townhomes and the extension  
thereof a distance of 129.00 feet; thence South  
00°02'53" West along the Easterly line of Tract  
'L' of said Scottsdale Adobe Ranch Townhomes a  
distance of 36.00 feet; thence North 89°57'07"  
West along the Southerly line of said Tract 'L' a  
distance of 90.00 feet; thence North 13°51'57"  
East along the westerly line of said Tract 'L' a  
distance of 28.92 feet; thence continuing along  
the Westerly line of said Tract 'L' North  
13°29'58" East a distance of 72.00 feet; thence  
North 76°30'02" West along the Southerly line of

said Tract 'L' a distance of 90.00 feet; thence South 13°29'58" West along the Easterly right-of-way line of 117th Place a distance of 368.21 feet to a point on a tangent curve concave Easterly having a radius of 25.00 feet; thence southerly along said curve through a central angle of 41°54'06" an arc length of 18.28 feet to a point on a curve concave Northerly whose radius bears North 10°54'24" East a distance of 570.00 feet; thence Westerly along said curve, said curve also being the Northerly right-of-way line of Sahuaro Drive through a central angle of 13°40'46" an arc length of 136.09 feet to the point of beginning.

Said parcel contains 3.095 acres.

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, 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 inure to the benefit of each owner thereof.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to Scottsdale Adobe Ranch Townhomes Homeowners Association, its successors and assigns.

Section 2. "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 and excluding Declarant.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts B, J, K and L of Phase I of SCOTTSDALE ADOBE RANCH TOWNHOMES, a subdivision located in the Southeast quarter of Section 22, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and recorded as ~~XXXXXXXXXXXX~~ Book 306 Page 45., Maricopa County Recorder. Upon the annexation of Phase II, Tract I will be owned by the Association as Common Area and upon the annexation of Phase III, Tracts A, C, D, E, F, G, H and I will be owned by the Association as Common Area.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. \*

Section 6. "Declarant" shall mean and refer to Gillanders and Stark Development Company, Inc., an Arizona corporation, and its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purposes of development.

## ARTICLE II

### PROPERTY RIGHTS

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

A. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

B. The right of the Association to dedicate or 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 members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

E. The right of the Association to establish uniform rules and regulations pertaining to the use of the

ARTICLE XIII

ANNEXATION OF ADDITIONAL LANDS

Declarant expressly reserves the option and right to annex additional lands from time to time to be subject to these Covenants, Conditions and Restrictions and subject to the provisions of this Article.

Section 1. The legal descriptions of the two parcels of property which may be added to these Covenants, Conditions and Restrictions (hereinafter "additional lands") are set forth on Exhibits A and B attached hereto and by this reference made a part hereof.

Section 2. The consent of the Owners shall not be required for such annexation which shall occur automatically upon the sale of the last lot in the preceding development phase. By way of example, on the date a purchase contract is entered into with a purchaser for the last unsold lot in Phase I, the additional lands contained in Phase II shall be automatically annexed and be subject to these Covenants, Conditions and Restrictions. Similarly on the date a purchase contract is entered into with a purchaser for the last unsold lot in Phase II, the additional lands contained in Phase III shall be automatically annexed and be subject to these Covenants, Conditions and Restrictions.

Section 3. Upon the additional lands Declarant may construct recreational amenities in the form of a pool and cabana facilities.

Section 4. The improvements to be placed on the additional lands shall contain approximately seventy-seven (77) single family dwelling units; 52 lots will be contained in Phase II and 25 lots will be contained in Phase III.

Section 5. The improvements to be placed on the additional lands will be compatible with those contained in the initial subdivision and will be of the same or similar quality of construction and materials and the architectural style will be substantially identical to that of the initial subdivision.

Section 6. Recreational amenities contained in the initial subdivision and in the additional lands shall be available for use and enjoyment by both Owners in the initial subdivision and Owners in the additional lands.

Section 7. Assessments in the initial subdivision shall not be affected by the annexation of the additional

lands and assessments for both Owners in the initial subdivision and Owners in the additional lands shall be as provided in ARTICLE IV hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this Declaration this 17 day of September, 1987.

GILLANDERS AND STARK  
DEVELOPMENT COMPANY, INC.

By James I. Sorensen  
James I. Sorensen-President

STATE OF ARIZONA        )  
                                  )    ss.  
County of Maricopa     )

On this 17<sup>th</sup> day of September, 1987, before me, the undersigned Notary Public, personally appeared JAMES I. SORENSEN, who acknowledged himself to be the President of GILLANDERS AND STARK DEVELOPMENT COMPANY, INC., an Arizona corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Susan A. Dow  
Notary Public

My Commission Expires:

January 14, 1990

PHASE III

A PORTION OF PARCEL 14B OF SCOTTSDALE ADOBE RANCH TOWNHOMES AS RECORDED IN BOOK 306, PAGE 45, COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 'I' OF SAID SCOTTSDALE ADOBE RANCH TOWNHOMES; THENCE NORTH  $89^{\circ}51'39''$  WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 'I' A DISTANCE OF 259.72 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 570.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID TRACT 'I' THROUGH A CENTRAL ANGLE OF  $10^{\circ}46'03''$  AN ARC LENGTH OF 107.12 FEET TO A POINT ON A CURVE WHOSE RADIUS BEARS NORTH  $61^{\circ}35'52''$  EAST A DISTANCE OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $41^{\circ}54'06''$  AN ARC LENGTH OF 18.28 FEET TO A POINT ON A TANGENT LINE; THENCE NORTH  $13^{\circ}29'58''$  EAST ALONG SAID TANGENT LINE, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF 117TH PLACE, A DISTANCE OF 368.21 FEET; THENCE SOUTH  $76^{\circ}30'02''$  EAST ALONG THE SOUTHERLY LINE OF TRACT 'L' OF SAID SCOTTSDALE ADOBE RANCH TOWNHOMES A DISTANCE OF 90.00 FEET; THENCE SOUTH  $13^{\circ}29'58''$  WEST ALONG THE WESTERLY LINE OF SAID TRACT 'L' A DISTANCE OF 72.00 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID TRACT 'L' SOUTH  $13^{\circ}51'57''$  WEST A DISTANCE OF 28.92 FEET; THENCE SOUTH  $89^{\circ}57'07''$  EAST ALONG THE SOUTHERLY LINE OF SAID TRACT 'L' A DISTANCE OF 90.00 FEET; THENCE NORTH  $00^{\circ}02'53''$  EAST ALONG THE EASTERLY LINE OF SAID TRACT 'L' A DISTANCE OF 36.00 FEET; THENCE SOUTH  $89^{\circ}57'07''$  EAST ALONG THE NORTHERLY LINE OF LOT 24 AND ITS EXTENSION THEREOF A DISTANCE OF 129.00 FEET; THENCE SOUTH  $00^{\circ}02'53''$  WEST ALONG THE EASTERLY LINE OF SAID SCOTTSDALE ADOBE RANCH TOWNHOMES A DISTANCE OF 303.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.431 ACRES.

RECORDED IN OFFICIAL RECORDS  
OF MARICOPA COUNTY, ARIZONA

SEP 17 '87 - 3 00 P.M.

KEITH POLETIS, County Recorder

FEE 2/00 PGS 17 I.G

PHASE II

A PORTION OF PARCEL 15 OF SCOTTSDALE ADOBE RANCH TOWNHOMES AS RECORDED IN BOOK 306, PAGE 45, COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 'C' OF SAID SCOTTSDALE ADOBE RANCH TOWNHOMES; THENCE NORTH  $00^{\circ}10'55''$  EAST ALONG THE WEST LINE OF SAID SCOTTSDALE ADOBE RANCH TOWNHOMES A DISTANCE OF 440.00 FEET; THENCE NORTH  $17^{\circ}31'21''$  EAST ALONG THE NORTHWEST LINE OF SAID SCOTTSDALE ADOBE RANCH TOWNHOMES A DISTANCE OF 189.73 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS NORTH  $24^{\circ}35'10''$  EAST A DISTANCE OF 630.00 FEET; THENCE EASTERLY ALONG SAID CURVE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAHUARO DRIVE THROUGH A CENTRAL ANGLE OF  $24^{\circ}26'49''$  AN ARC LENGTH OF 268.81 FEET TO A POINT ON A TANGENT LINE; THENCE SOUTH  $89^{\circ}51'39''$  EAST ALONG SAID TANGENT LINE AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAHUARO DRIVE A DISTANCE OF 214.82 FEET; THENCE SOUTH  $44^{\circ}54'23''$  EAST A DISTANCE OF 21.23 FEET; THENCE SOUTH  $00^{\circ}02'53''$  WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 118TH STREET A DISTANCE OF 534.98 FEET; THENCE SOUTH  $45^{\circ}06'51''$  WEST A DISTANCE OF 21.19 FEET; THENCE NORTH  $89^{\circ}49'11''$  WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SHEA BOULEVARD A DISTANCE OF 533.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.164 ACRES.