

MARTIN MAJESKI  
2551 JEFFREY Loop  
FLAGSTAFF, AZ 86004

Candace Owens - RECORDER  
OFFICIAL RECORDS OF COCONINO COUNTY  
MARTIN MAJESKI

3012580  
07/02/1999 04:06P  
SR 10.00

NOTICE OF AMENDMENT TO THE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
GREENLAW TOWNHOUSES UNIT TWO

The Covenants, Conditions and Restrictions of the Greenlaw Townhouses Unit II subdivision were recorded in Coconino County, Arizona, on 16 June, 1986, at Docket 1093 Pages 488 – 505 and amended on 30 October 1992.

The Covenants, Conditions and Restrictions may be amended by 75 percent of the lot owners present at a meeting called for such purpose. A meeting was duly noticed regarding the proposed amendment set forth below. The meeting was held on 02 February, 1991. A quorum was present in person or proxy. A vote was taken regarding the proposed amendment and it passed by unanimous show of hands.

Article VIII, Assessments By The Homeowner's Association, paragraph (I) is amended by deleting therefrom the following language:

"At the first such meeting called, the presence of members or of proxies representing sixty percent of all lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the previous meeting."

And adding the following language:

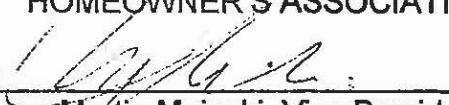
At the first such meeting called, the presence of members or proxies representing twenty five percent of all lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the holders of the shares entitled to vote who shall be present or represented by proxy.

Approved: By unanimous show of hands. The original noticed amendment was modified by motions from the floor.

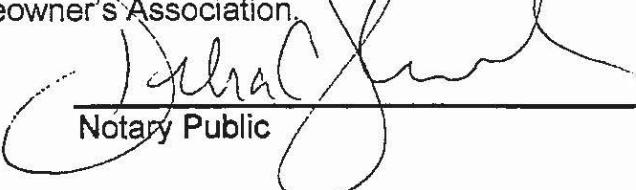
I certify that the foregoing amendment was approved by lot owners, by show of hands as constituting at least 75 percent of the lots in the Greenlaw Townhouses Unit Two subdivision present at the meeting wherein the proposed amendment had been duly noticed for consideration.

GREENLAW TOWNHOUSES UNIT TWO  
HOMEOWNER'S ASSOCIATION

by

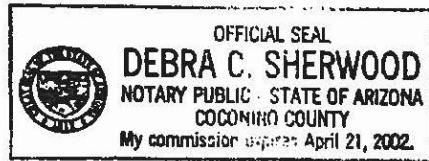
  
Martin Majeski, Vice President

The foregoing was acknowledged to before me, a notary public, this  
2 day of July, 1999, by Martin Majeski, Vice President of Greenlaw  
Townhouses Unit Two Homeowner's Association.

  
Notary Public

My commission expires:

4-21-2002



3012580  
Page: 2 of 2  
SR

REQUEST OF

CITY OF FLAGSTAFF

HEREBY CERTIFY THAT THE WITHIN INSTRUMENT  
WAS FILED FOR RECORD IN COCONINO COUNTY  
STATE OF ARIZONA

FILE NO

12145

751

EXCERPT 1045 PAGE 481-505

DATE

JUN 16 1986 11:00

PICK UP



HELEN I. HUDGENS  
COCONINO COUNTY RECORDER

## GREENLAW TOWNHOUSES UNIT TWO

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STEVES BUILT HOMES, INC., an Arizona corporation is the beneficial owner and First American Title Agency of Coconino, Inc., is the trustee (collectively referred to as "Declarant") of certain real property situated in Coconino County, Arizona, and described as:

Greenlaw Townhouses Unit Two Subdivision as recorded in Case 4, Maps 22-10, Coconino County, Arizona.

Declarant hereby declares that all of the property described above shall be held, leased and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations (hereinafter collectively sometimes called "restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof.

#### I. OWNERSHIP

(a) The subject property has 126 designated lots. Where the lots share a common boundary with an adjacent lot the improvements shall share a common wall which shall have the common lot line as its centerline. Each lot and its corresponding improvements may be transferred, assigned, leased, pledged or otherwise dealt with as any real property, subject to these restrictions.

(b) The areas designated on the plat of record of the subject property (Tract A as depicted on said plat) shall be considered common area and shall be owned by the Greenlaw Townhouses Unit Two Homeowners Association, an Arizona corporation (hereafter "Association") in trust for the benefit of the lot owners pursuant to the terms of the Bylaws of the Association. Said Bylaws and Articles of Incorporation are fully incorporated herein. Each lot owner shall be a beneficiary of an equal undivided interest in said trust. Its maintenance and use shall be controlled by the Association but the Association shall not allow any structure to be erected in such open space except as necessary for maintenance activity or playground and sports activities (excluding bleachers, restrooms, snack bars or any structure not required for the activity itself).

1093-488

(c) Each lot owner shall be responsible for payment of his pro-rata share of the property taxes assessed against the common area owned by the Association. In the event the Association fails to pay such taxes, each lot owner's share of such tax shall be a lien against the lot owner's individual lot and the lot owner's beneficial interest in the Association and the Association's property.

## II. PERMITTED USES

(a) Each of said lots is hereby restricted to use as a single family dwelling (with garage) for residential use by one family only. If any lot is owned by more than one family, it shall only be used by one family at a time.

(b) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible (during the period of construction and sale of such dwellings on the properties) for STEVES BUILT HOMES, INC., (hereafter "Developer") to use all property areas and to maintain such facilities as, in the sole discretion of the Developer, may be reasonably required, convenient or incidental to the construction and sale of such dwellings, including without limitation, a business office, storage area, construction yards, signs, model units and sales offices.

(c) No animals, fish or fowl of any kind shall be raised, bred or kept on any of said lots, provided, however, that ordinary domestic dogs and cats will be permitted so long as (1) such cats and dogs are kept within the boundaries of the lot of their owner and do not offend or annoy other lot owners, (2) such pets are not kept, bred or maintained for any commercial purpose, and (3) no kennels, pens or similar structures or enclosures are constructed or maintained upon any of said lots except with specific prior written permission and approval of the Association or its designee.

(d) No advertising signs, billboards, or objects determined to be unsightly by the Association shall be erected, placed or permitted to stand upon any of said lots, provided, however, that (1) the Developer reserves the right to place directional or promotional signs upon any of said lots in connection with its development and sales program, and (2) a person desiring to sell a lot may place one "For Sale" sign upon said lot which shall not be over four (4) square feet nor higher than four (4) feet.

(e) No business, professional, commercial, activities of any kind whatsoever shall be conducted on any portion of any lot or the properties; however, this provision shall not apply to

Developer until the completion of construction and sale of dwellings upon all of the lots.

(f) No outside speakers, amplifiers or other sound producing equipment shall be permitted to be installed or maintained on any lot. No open fires or burning shall be permitted on any part of the properties and no incinerators or like shall be placed, allowed or maintained upon any lot. The foregoing shall not be deemed to preclude the use in customary fashion of outdoor barbeques or grills, unless such use is prevented or restricted by fire protection rules or regulations.

(g) No tanks of any kind, elevated above the surface of the ground or visible in any manner, shall be erected, placed or permitted on any of said lots. No exterior clothes line equipment of any kind shall be permitted on any part of the properties. Any antenna must be approved by the Association and shall be limited to ordinary size and style of TV antennae. No satellite signal receiving dishes shall be allowed except as may be specifically authorized by the Association. No antenna "towers" shall be allowed. All rubbish, trash or garbage shall be kept in closed containers and not allowed to accumulate on any of said lots. Woodpiles shall not exceed one cord, shall be neatly stacked immediately adjacent to the rear of the home and may be covered only with clear plastic. Incineration of rubbish, trash, garbage or vegetation shall not be permitted.

(h) No housetrailer, mobile home, motorized motor home, camper, truck, tent, trailer, boat or bus or similar facility or vehicle shall be at any time lived in on any of said lots, driveway or street. Nor shall any vehicle, equipment, furniture or other objects be repaired, modified or otherwise worked on at any time upon any of said lots, driveways or streets. Any boat, unattached camper, trailer, snowmobile or equipment must be kept within the owner's garage and not on the street, driveway, and not in any yard area. No vehicle may be parked in a yard area.

(i) No noxious or offensive activity may be carried on or permitted on any part of the properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including without limitation annoying or offensive sounds or odors. No hazardous activities shall be conducted upon any part of the properties, nor shall any improvements or conditions which are unsafe or hazardous to any person or property be permitted.

1093-490

7

(j) No boarders or renters of a portion of any of said lots shall be permitted. No fraternity nor sorority nor other group or association shall use any lot as its residential headquarters. However, this paragraph shall not preclude the rental of an entire unit for single family use.

(k) No lot owner shall maintain any flammable materials or otherwise use his lot in a manner which would create a fire danger.

(l) Electric, telephone, water, sewer, cable television and other utility lines (used for the general benefit of the lot owners) and other utility or service lines of every kind or character (whether or not hereafter invented or used) shall be placed and kept underground up to the walls of the buildings on the premises (except to the extent, if any, such underground placement may be prohibited by law or, by the nature of the service to be rendered, such underground placement prevents the lines from being functional).

(m) Any remodeling, painting, guttering or other changes in the exterior appearance of any unit shall only be done after the approval of the Association. No garage may be converted to a living area.

### III. LANDSCAPING

The initial landscaping of the common area open space shall be provided by Developer, including grass, bushes, trees and a sprinkler system. Upon the completion of the landscaping, as determined by Developer, it shall be given to the Association and the Association shall maintain it as it sees fit. Each lot owner agrees to allow the Association the use of any exterior water hydrant or exterior electrical outlet as required by the Association to maintain the landscaping in the area of that lot, without charge for such use.

### IV. COMMON WALLS

(a) Each wall which lies on a common lot boundary line of any two lots shall be considered a "common wall."

(b) In the event any such common wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

(c) In the event any such common wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees or guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, at their joint and equal expense.

(d) No lot owner shall allow any machinery or appliance nor any sound producing equipment to be placed against or near any common wall so as to disturb the adjoining owner's peaceful enjoyment of his property.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

#### V. MAINTENANCE AND REPAIRS

(a) The Association shall provide exterior maintenance for the improvements upon each lot so far as the painting, repair and replacement of roofs, decks, railings, and exterior building surfaces. Such exterior maintenance shall not include glass surfaces nor window screens nor any fixtures or additions made by the individual owner. Exterior maintenance upon the lots shall comply in all respects with Rules and Regulations for this purpose promulgated by the Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

(b) The Association shall have the responsibility for the maintenance, cleanliness and safety of the common areas of the subdivision. This responsibility shall include maintenance, repairs, drainage, maintenance and repair of water and sewer lines not under city control and related matters.

(c) The Association shall provide for snow removal from the streets within the subdivision. Should the Association fail to provide for adequate snow removal, maintenance or other matters and the City of Flagstaff determines that a hazard to the residents of the area exists because of such failures, then the City of Flagstaff shall notify the Association and give the Association five (5) days to remedy the problem. If the Associa-

tion fails to remedy the hazard, then the City may take such steps as necessary and assess the property owners for the costs incurred in accordance with their proportionate share of ownership. If the hazard is of such a nature so as to create an immediate danger to the safety of the residents, then the City may take the necessary measures to remedy the danger, without notice, and assess the owners as provided above. If the owners fail to pay the City's assessment within thirty (30) days, then the City shall have the right to enforce such payment in the same manner as a property tax lien.

(d) Each lot owner shall be responsible for the timely removal of snow from the driveway and sidewalk in front of his lot.

(e) The Association shall acquire liability insurance for itself. Each lot owner shall acquire his own personal liability fire and casualty insurance regarding personal property, the improvements on his lot, building contents and accidents occurring on the lot owner's property or driveway.

#### VI. MEMBERSHIP IN HOMEOWNERS ASSOCIATION

(a) Every owner of a lot in this subdivision shall be a member of the Greenlaw Townhouses Unit Two Homeowners Association. Membership shall be appurtenant to any and may not be separated from ownership of any lot. Any conveyance (except a lease) of any lot shall be an implied conveyance of the seller's interest in the Association and an implied conveyance of seller's equitable and beneficial interest in the property which the Association owns as trustee for the lot owners.

(b) Each owner, including the Developer, shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members in the Association. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(c) Notwithstanding the foregoing, until 75% of the lots in phases I-A and I-B have been fully developed and sold by the Developer, the Board of Directors of the Association shall be appointed and removed by the Developer. After 75% of the lots in phases I-A and I-B have been sold, the Board of Directors shall be elected at the next noticed meeting, in the manner provided in the Articles and Bylaws of the Association.

#### VII. ARCHITECTURAL CONTROL

Except for the original improvements constructed by the Developer, no building, fence, wall or other structure shall be

erected upon any lot or other portion of the subject property, nor shall any exterior alteration (including without limitation paint colors, trim, shape and character of any of the buildings or improvements upon the property) be made unless approved in writing by the Association. Except for trees removed by the Developer during the construction of original improvements, no tree may be removed at any time without approval of the Association and any other entity which may have restrictions applicable to this property.

#### VIII. ASSESSMENTS BY THE HOMEOWNERS ASSOCIATION

(a) The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association as provided in the Bylaws of such organization: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and any other legal or equitable interest of that lot owner in any property located in this subdivision. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of a lot at the time when the assessment became due. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of annual or special assessments, fees or otherwise) and may carry forward as surplus any balances remaining (rather than apply such surplus to reduction of the annual assessment in future years) in such amounts as the Association, in its discretion, may determine to be desirable for the greater financial security of the Association.

(b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the subdivision and for the improvement and maintenance of the common areas and the homes in the subdivision and for the payment of any taxes, assessments or premiums or other operating expenses owed by the Association.

(c) An annual assessment amount shall be established by the Association on the second Tuesday in January of each year, or as soon thereafter as the Association can meet, and decide. The initial annual assessment shall be \$400.00 per lot and shall remain at that amount until changed by the Association. The effective date of the initial assessment shall be January 1, 1986. Each lot owner shall be obligated to pay to the Association his annual assessment on an annual, quarterly or monthly

basis as determined by the Association. Notices of changes in the annual assessment and a report of the income and expenses for the prior year will be mailed to each lot owner as his address appears on the records of the Coconino County Assessor or at such address as he shall designate.

(d) A lot owner shall become obligated to begin paying the annual assessment at such time as he acquires legal or equitable title and there is a completed residence on the property certified by the City of Flagstaff for occupancy. The annual assessment shall be pro-rated if it first accrues after January 1 of any year.

(e) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs incurred in that assessment year if the intent and purpose of such assessment is consistent with the purposes set forth above.

(f) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the lot pursuant to Arizona law pertaining to foreclosure of realty mortgages. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot. The proceeds of a judicial sale following the foreclosure of such assessment lien shall first be paid to discharge court costs, other litigation costs including but not limited to reasonable attorney's fees, all interest accruing thereon, and all other expenses of such sale and then to the unpaid assessments. Any balance of proceeds after satisfaction of such amounts and all other amounts due shall be paid to the lot owner, and the lot owner may redeem such lot after the foreclosure sale as provided by law.

(g) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(h) The annual assessment may be increased by the Board of Directors if such increase will not exceed five percent. Any increase in the annual assessment in excess of five percent or any special assessment requires the approval of two-thirds of

1093-495

the lots represented in person or by proxy at a duly noticed meeting for such purpose.

(i) Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies representing sixty percent of all lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(j) Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

(k) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

#### IX. EASEMENT TO ASSOCIATION; PUBLIC AND EMERGENCY VEHICLES

(a) All lot owners hereby grant an easement to the Association to come upon their respective lots for the purpose of painting, repair and general maintenance of the building exterior and for the use of water and electricity for maintenance of the building exterior and common area. This easement shall be limited to the exterior of any building on any lot.

(b) In the event of any act or condition pertaining to fire danger which poses immediate danger or hazard to any other owners of lots, the Association or any owner shall have the right to go upon such lot without notice and take such action as may be necessary to alleviate such dangerous or hazardous condition, and any expenses thereby incurred by the other lot owner, Developer, or the Association shall become a lien upon such lot which may be foreclosed in the manner provided for above.

(c) The employees of the City of Flagstaff are hereby granted an easement to travel on the streets within this subdivision for the purpose of trash removal, inspections, utility maintenance and other legitimate City functions. Any authorized emergency personnel or peace officer may use the streets in response to purported need.

## X. ENFORCEMENT

The Developer, Association or any lot owner, or any combination thereof may, in addition to any other remedy available at equity or law, prosecute an action for injunctive relief, specific performance, damages, a judgment for payment of money and collection thereof, or the appointment of a receiver to take possession of the improvements upon such lot. By the acceptance of a deed to any lot, or by signing a contract or agreement for the purchase of the same, the Association and each lot owner does hereby agree that in addition to the relief prayed for in such action, the defaulting owner shall be liable for all court costs and reasonable attorney's fees incurred in the prosecution of such action. Failure by anyone to enforce any condition, restriction, covenant or charges herein contained shall not constitute a waiver of the right to do so thereafter.

## XI. GENERAL TERMS

(a) All covenants in these Restrictions are intended to and shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and are intended to and shall be binding upon any present or future owner of any interest in and to said property.

(b) The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

(c) These provisions shall be for the benefit of and be binding upon the heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, lessees, donees, grantees, mortgagees, lienors and assigns of and from the parties hereto.

(d) Each property owner specifically waives any right to a partitioning of the common property by division of the property or liquidation.

## XII. AMENDMENTS

(a) These covenants, conditions and restrictions shall remain in effect until January 1, 2000. They shall then be automatically renewed for ten year successive periods in their form at the end of each period unless no more than 60 days before the end of each period a notice of termination is recorded in Coconino County signed by the authorized representative of seventy five percent of the lots in the subdivision.

(b) These covenants, conditions and restrictions may be amended at any time by the Association at any meeting where all lot owners are mailed written notice of said meeting at least 20 days in advance; where the proposed amendment is set forth in the notice and is in substantially the same form as later adopted and where the amendment is approved by three-fourths of the lots represented at said meeting. However, the provisions regarding the rights of the City of Flagstaff shall not be modified or deleted without the consent of the City of Flagstaff.

(c) These covenants, conditions and restrictions may not be amended so as to apply to less than all lots or so as to apply differently to different lots.

### XIII. PROPERTY RIGHTS

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to the ownership in and to the title to every Lot, subject to the and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) 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 60 days for any infraction of its published rules and regulations.

(c) 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 persons representing seventy five percent of the lots have been recorded.

(d) Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### XIV. DEVELOPER'S RESERVATIONS

(a) Notwithstanding any other provision contained herein to the contrary, the developer shall have the right to make minor changes in the locations of the lots where the developer makes a finding that the size or location of any such lot would work an undue hardship, or where a variation thereof would be in the best interests of the lot owner or the

subdivision as a whole, for causes including without limitation uneven terrain, large trees or soil conditions; provided, however, that the developer shall not increase the total number of lots.

(b) Developer reserves all easements depicted or referred to in the plat of the subdivision for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, gas, telephones, electricity, and television. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said properties except as initially platted and approved by the developer or thereafter approved by the Association.

#### XV. PHASES OF DEVELOPMENT

(a) The subject subdivision shall be developed in phases. The exact legal description of each phase is attached hereto as Exhibit A. The common area in each described phase shall become common area of the Association upon the addition of that phase to the development as provided below. The lots included in each phase are as follows:

Phase	Lots
I-A	35 - 43
I-B	44 - 88
II	89 - 129
III	130 - 160

Each phase shall become bound by and subject to these covenants, conditions and restrictions and the owners incorporated into the Association at such time as the first lot with a residence in each phase is conveyed to any purchaser.

(b) Developer may withdraw any phase that has not become subject to these conditions from the development by recording a declaration of withdrawal designating the legal description and lot numbers of the phase withdrawn.

(c) Developer agrees that it will maintain each road within each phase at its sole expense until one half of the lots within that phase have been improved with a residence and sold.

DATED this 17th day of April,  
1986.

1093-499

First American Title  
Insurance Agency of Coconino, Inc.  
an Arizona Corporation as Trustee

Steves Built Homes, Inc.

By

Douglas J. Lund

By

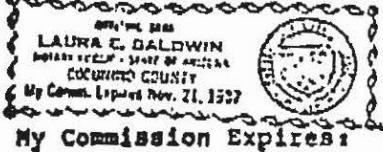
James E. Steves  
James E. Steves, President

By Kathryn L. Willis  
Kathryn L. Willis, Secretary

STATE OF ARIZONA }  
COUNTY OF COCONINO } ss.

Acknowledged before me this 17 day of April,  
1986, by Douglas J. Lund, known to me to be the  
Vice President of First American Title Insurance

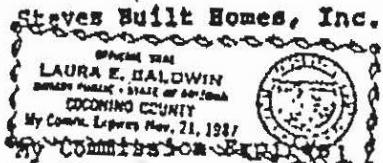
Agency of Coconino, Inc., an Arizona corporation as Trustee



Laura E. England re: Baldwin  
Notary Public

STATE OF ARIZONA }  
COUNTY OF COCONINO } ss.

Acknowledged before me this 17th day of April,  
1986, by James E. Steves, known to me to be the President of

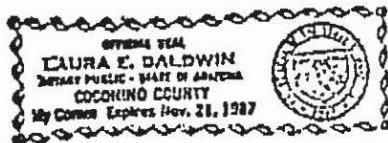


Laura E. England re: Red  
Notary Public

1093-500

STATE OF ARIZONA      }  
County of Coconino    } ss.

Acknowledged before me this 17th day of April,  
1986, by Kathryn L. Willis, known to me to be the Secretary of  
Staves Built Homes, Inc.



Laura E. England re: Baldwin  
Notary Public

My Commission Expires:

1093-501

## ATTACHMENT "B"

Ordinance No. \_\_\_\_\_

## LEGAL DESCRIPTION

For

Phase 1-A

A portion of the  $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 12, T.21N, R.7E, G&SR86M, City of Flagstaff, Arizona, Coconino County, Arizona, more specifically described in metes and bounds as follows:

From the West  $\frac{1}{4}$  Corner of said Section 12, thence S 0° 21' 58" E ( Basis of Bearing) along the West Section line of said Section 12 for 600.00 feet; thence N 89° 38' 02" E for 833.23 feet (Record: N 89° 38' 02" E for 833.00') to the Northwest Corner of a parcel of land as described as Parcel 4 in Docket 832, Pages 826-828 of the Records of Coconino County, Arizona; thence S 0° 21' 53" E along the West line of said  $\frac{1}{4}$ , SW $\frac{1}{4}$  for 1063.62 feet to the true Point of Beginning, said Point being the most Northwest Corner of a roadway dedication as described in Docket 962, Pages 193-195 of the Records of Coconino County, Arizona;

Thence continue S 0° 21' 58" E along the said West line for 36.30 feet; thence S 89° 32' 26" E for 33.00 feet to the Northwest Corner of Greenlaw Townhouses Unit One as recorded in Case 3, Map 256 of the Records of Coconino County, Arizona; thence continue S 89° 32' 26" E along the North Boundary of said Greenlaw Townhouses Unit One for 461.79 feet (Record: S 89° 33' 39" E for 461.69') to the Northeast Corner of said Greenlaw Townhouses Unit One, this point being on the West Subdivision line of Greenlaw Estates No. 3 as recorded in Book 2 of Maps, Page 102 of the Records of Coconino County, Arizona; thence N 0° 23' 37" W along the said West Subdivision line for 17.91 feet (Record: N 0° 22' 55" W for 13.72, Docket 962, Pages 193-195); thence along a curve to the left, having a central angle of 153° 51' 44" and a radius of 48.00 feet, for 128.90 feet to a point of reverse curve (Record: Delta = 160° 09' 14", Radius = 48.00', Length = 134.17'); thence along a curve to the right, having a central angle of 69° 19' 58" and a radius of 20.00 feet, for 24.20 feet the chord of said curve bears S 55° 45' 37" W for 22.75 feet; thence N 3° 20' 57" E for 15.02 feet; thence N 0° 25' 25" E for 58.00 feet; thence N 89° 34' 35" W for 336.33 feet; thence S 0° 25' 25" W for 58.00 feet; thence N 72° 10' 00" W for 15.74 to a point on the said roadway dedication; thence S 89° 38' 02" W for 33.00 feet to the true Point of Beginning.

1093-502

## ATTACHMENT "B"

Ordinance No. \_\_\_\_\_

## LEGAL DESCRIPTION

For

Phase 1-B

A portion of the W<sub>1</sub>, SW<sub>1</sub> of Section 12, T.21N, R.7E, G&SR&M, City of Flagstaff, Arizona, Coconino County, Arizona, more specifically described in notes and bounds as follows:

From the West 1/4 Corner of said Section 12, thence S 0° 21' 58" E (Basis of Bearing) along the West Section line of said Section 12 for 600.00 feet; thence N 89° 38' 02" E for 833.23 feet (Record: N 89° 38' 02" E for 833.00') to the Northwest Corner of a parcel of land as described as Parcel 4 in Docket 832, Pages 825-828 of the Records of Coconino County, Arizona; thence S 0° 21' 58" E along the West Parcel line of said Parcel 4 for 600.00 feet to the Southwest Corner of said Parcel 4, this point being common with the Northwest Corner of a parcel described in Docket 712, Page 327 of the Records of Coconino County, Arizona, hereinafter called Parcel A; thence continue S 0° 21' 58" E along the West Parcel line of said Parcel A for 49.85 feet to the true Point of Beginning;

thence continue S 0° 21' 58" E along said West Parcel line for 413.77 feet to the most Northwest Corner of a roadway dedication as described in Docket 962, Pages 193-195 of the Records of Coconino County, Arizona; thence N 89° 38' 02" E along the Northern Boundary of said roadway dedication for 33.00 feet; thence S 72° 10' 00" E for 15.79 feet; thence N 0° 25' 25" E for 58.00 feet; thence S 89° 34' 35" E for 336.33 feet; thence S 0° 25' 25" W for 38.00 feet; thence S 3° 20' 57" W for 15.02 feet to the said Northern Boundary; thence along a curve to the left, having a central angle of 69° 19' 58" and a radius of 20.00 feet, for 24.20 feet, the chord of said curve bears N 55° 45' 37" E for 22.75 feet, to a point of reverse curve; thence along a curve to the right, having a central angle of 153° 51' 44" and a radius of 48.00 feet, for 128.90 feet (Record: Delta = 160° 09' 14", Radium = 48.00', Length = 134.17') to a point on the West Subdivision line of Greenlaw Estates No. 3 as recorded in Book 2 of Maps, Page 102 of the Records of Coconino County, Arizona; thence N 0° 23' 37" W (Record: N 0° 22' 55" W) along said West Subdivision line for 432.48 feet; thence N 89° 34' 35" W for 496.57 feet to the true Point of Beginning.

1093-503

ATTACHMENT "B"

Ordinance No. \_\_\_\_\_

LEGAL DESCRIPTION

For

Phase II

A portion of the  $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 12, T.21N, R.7E, G&SRB&M, City of Flagstaff, Arizona, Coconino County, Arizona, more specifically described in metes and bounds as follows:

From the West  $\frac{1}{4}$  Corner of said Section 12, thence S 0° 21' 58" E (Basis of Bearing) along the West Section line of said Section 12 for 600.00 feet; thence N 89° 38' 02" E for 833.23 feet (Record: N 89° 38' 02" E for 833.00') to the Northwest Corner of a parcel of land as described as Parcel 4 in Docket 832, Pages 826-828 of the Records of Coconino County, Arizona; thence S 0° 21' 58" E along the West Parcel line of said Parcel 4 for 289.82 feet to the Point of Beginning;

thence continue S 0° 21' 58" E along said West Parcel line for 310.18 feet to the Southwest Corner of said Parcel 4, this point also being the Northwest Corner of a parcel described in Docket 712, Page 327 of the Records of Coconino County, Arizona; thence continue S 0° 21' 58" E along the West Parcel line of the said parcel described in Docket 712, Page 327 for 49.85 feet; thence S 89° 34' 35" E for 494.57 feet to the East line of the  $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 12 and the West Subdivision line of Green's Estates No. 3 as recorded in Book 2 of Maps, Page 102 of the Records of Coconino County, Arizona; thence N 0° 23' 37" W (Record: N 0° 22' 55" W) along the said West Subdivision line for 56.67 feet to the Northeast Corner of the said parcel described in Docket 712, Page 327, this point also being the Southeast Corner of the aforementioned Parcel 4; thence continue N 0° 23' 37" W along the said West Subdivision line for 303.37 feet; thence N 89° 34' 35" W for 494.39 feet to the true Point of Beginning.

Subject parcel contains 4.087 Acres more or less including any easements of record.

1993-504

ATTACHMENT "B"

Ordinance No. \_\_\_\_\_

LEGAL DESCRIPTION

For

Phase III

A portion of the  $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 12, T.21N, R.7E, G&SRBM, City of Flagstaff, Arizona, Coconino County, Arizona, more specifically described in metes and bounds as follows:

From the West  $\frac{1}{4}$  Corner of said Section 12, thence  $5.0^{\circ} 21' 58''$  E (Basis of Bearing) along the West Section line of said Section 12 for 600.00 feet; thence  $N 89^{\circ} 38' 02''$  E for 833.23 feet (Record:  $N 89^{\circ} 38' 02''$  E for 833.00') to the Northwest Corner of a parcel of land as described as Parcel 4 in Docket 832, Pages 826-828 of the Records of Coconino County, Arizona, and the true Point of Beginning;

thence  $5.0^{\circ} 21' 58''$  E along the West Parcel line of said Parcel 4 for 289.82 feet; thence  $S 89^{\circ} 34' 35''$  E for 494.39 feet to the East Parcel line of said Parcel 4 and the West Subdivision line of Greenlaw Estates No. 3 as recorded in Book 2 of Maps, Page 102 of the Records of Coconino County, Arizona; thence  $N 0^{\circ} 23' 37''$  W (Record:  $N 0^{\circ} 22' 55''$  W) along the said West Subdivision line for 296.63 feet to the Northeast Corner of said Parcel 4; thence  $S 89^{\circ} 38' 02''$  W along the North Parcel line of the said Parcel 4 for 494.21 feet (Record: 487', more or less) to the true Point of Beginning.

Subject parcel contains 3.327 Acres, more or less, including any easements of record.

1093-505

When Recorded, Please  
Return To:

DALE H. ITSCHNER  
Attorney at Law  
121 E. Birch Avenue / Suite 505  
Flagstaff, Arizona 86001  
(602) 774-2701

	CANDACE OWENS COCONINO COUNTY RECORDER OFFICIAL RECORDS OF COCONINO COUNTY
INST: 93-10659	FEE: \$ 9.00
AT THE REQUEST OF:	
DALE H. ITSCHNER	
DATE: 04/29/1993	TIME: 03:05
DKT: 1558	PG: 529 PAGES: 003

NOTICE OF AMENDMENT TO THE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
GREENLAW TOWNEHOUSES UNIT TWO

The original Covenants, Conditions and Restrictions of the Greenlaw Townhouse Unit Two subdivision were recorded in Coconino County, Arizona, on June 16, 1986, at Docket 1093, Pages 488-503.

The Covenants, Conditions and Restrictions may be amended by 75 percent of the lot owners present at a meeting called for such purpose. A meeting was duly noticed regarding the proposed amendments set forth below. The meeting was held on October 30, 1992. A quorum was present in person or by proxy. A vote was taken regarding the proposed amendments and they each passed by the votes set forth below. The proxies and minutes regarding the approval of the lot owners are on file at the office of MARY JO HENKE, C.R.A., P.C., 2223 E. 7th Ave., #A, Flagstaff, Arizona 86004.

AMENDMENT #1

Article II, PERMITTED USES, is amended by adding a new paragraph (a) as follows:

The Association, after conferring with the office of the Fire, Marshal, City of Flagstaff, shall cause signs to be placed and curbs painted red to designate fire lanes for access of emergency vehicles. No parking shall be permitted in such designated fire lanes and violations will be enforced by citation as with other fire lane violations on private property.

APPROVED: Yes 39, No 6.

AMENDMENT #2

Article II, PERMITTED USES, is amended by adding a new paragraph (e) as follows:

It shall be a violation of these Covenants, Conditions and Restrictions for any resident or visitor to park on roads of the Greenlaw Townhouses Unit II Subdivision during periods of snow removal. At the direction of the Association, violators will be towed at the expense of the owner of the vehicle.

APPROVED: Yes 39, No 6.

AMENDMENT #3

Article II, PERMITTED USES, is amended by adding a new Paragraph (p) as follows:

Vehicles parked at curb side in an obvious state of disrepair for a period of seventy-two (72) hours shall be considered abandoned and towed from the property at the expense of the owner of the vehicle.

APPROVED: Yes 62, No 6

AMENDMENT #4

Article V(d), MAINTENANCE AND REPAIRS, is amended by adding to the end of said Paragraph the following language:

Each lot owner shall be responsible to keep his driveway clean and free from oil stains. In the event there is a failure to so maintain the premises through the willful or negligent act of the owner, his family, guests or tenants, the Association may cause the maintenance to be done and the cost thereof shall be added to and become a part of the assessment to which such lot is subject.

APPROVED: Yes 36, No 9.

AMENDMENT #5

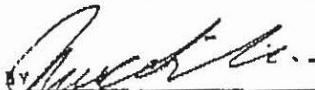
ARTICLE VIII(g), is amended by deleting therefrom the following language:

"However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer".

APPROVED: Yes 39, No 2.

I certify that the foregoing amendments were approved by lot owners, in writing, constituting at least 75 percent of the lots in the Greenlaw Townhouses Unit Two subdivision present at the meeting wherein the proposed amendments had been duly noticed for consideration.

GREENLAW TOWNHOUSES UNIT TWO  
HOMEOWNER'S ASSOCIATION

  
By MARTIN MAJESKI, President

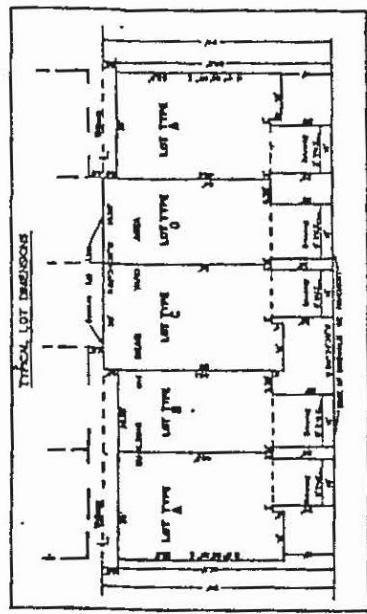
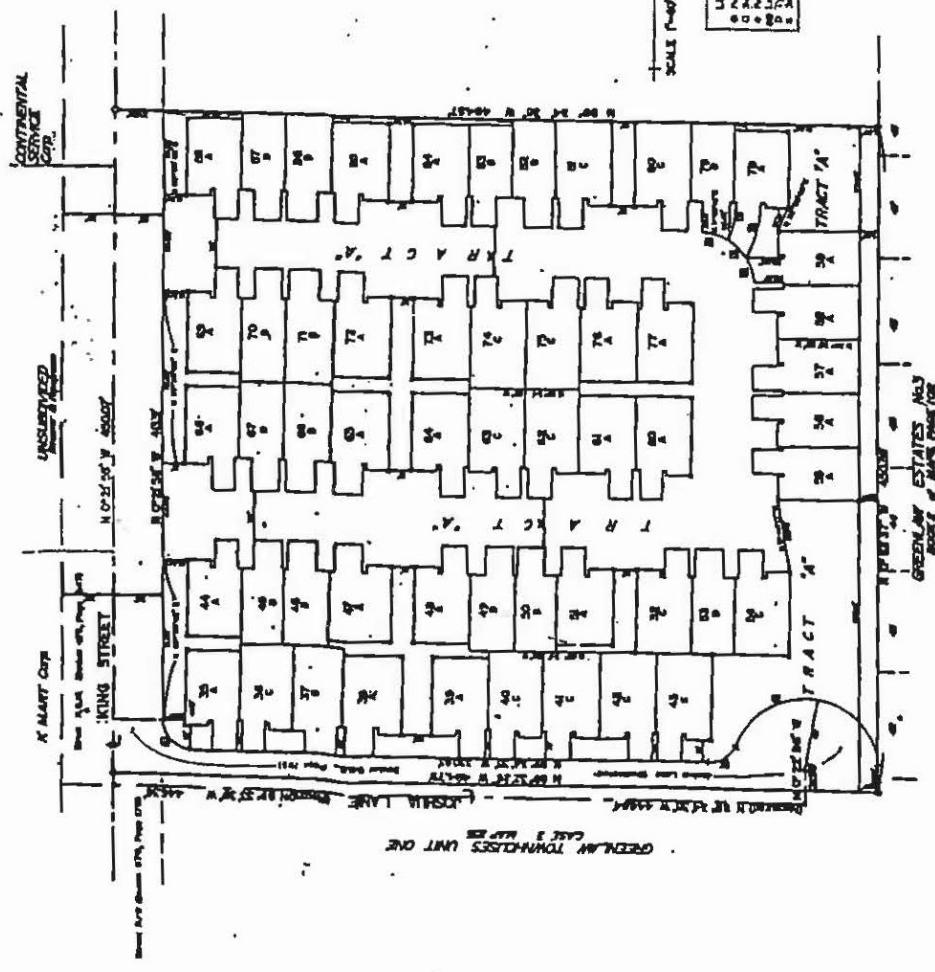
The foregoing was acknowledged to before me, a notary public, this 26<sup>th</sup> day of April, 1993, by MARTIN MAJESKI, President of Greenlaw Townhouses Unit Two Homeowner's Association.

Kathleen S. Lone  
Notary Public

My Commission Expires:  
3/19/94

OFFICIAL SEAL  
KATHLEEN S. LONE  
NOTARY PUBLIC—STATE OF ARIZONA  
MARICOPA COUNTY  
My commission expires March 19, 1994.





Athenaeum

Received at the request of the  
City of Philadelphia in Case No.  
the U.S., of the amount of  
Caterina Gennari, Artisan,  
Dated: Jan. 16, 1902, At 1000 100  
Delano J. Indicates County Treasurer  
John J. Indicates County Auditor  
John J. Indicates County Sheriff  
John J. Indicates County Treasurer  
John J. Indicates County Auditor  
John J. Indicates County Sheriff

