

441059

STATE OF ARIZONA, County of Gila, M...
Date: June 6, 1979 Time: 9:20 A.M. F.I.E.D. Official Record: Map File 8564
Witness by hand and official seal the day and year first above written.
Arthur E. Lloyd, Payson, Ariz. 44541
MARTIN DE PAUL, County Recorder
Winfred A. Elvick, Notary

DEDICATION

State of Arizona) ss.
County of Gila)
KNOW ALL MEN BY THESE PRESENTS:
That CHICAGO TITLE Company, an Arizona Corporation, as Trustee, has subdivided as plotted herein a portion of the N/2, NW/4, Section 32, T.11N. R.11E. S. & S.R.B. & M., Gila County, Arizona, under the name of COLLINS RANCH, and hereby dedicates this plot as and for the plot of said COLLINS RANCH and hereby declares that said plot, with both the location and gives the dimensions of the lots, streets, and easements constituting same and that each lot and each street shall be known by the number or name given to each respectively in said plat and that Chicago Title Company, as Trustee, hereby dedicates to the public, for use as such, the streets as shown on said plat and included in the above described premises.
Easements are granted for the purposes shown.
IN WITNESS WHEREOF: Chicago Title Company, an Arizona Corporation, as Trustee, has hereunto caused its Corporate seal to be affixed and the same to be attested by the signature of the undersigned Officer, hereunto duly authorized this 6th day of April, 1979.

Chicago Title Company ----- Trustee
By: Robert B. Lundberg
Trust Officer

ACKNOWLEDGMENT

State of Arizona) ss.
County of Gila)
On this 6th day of April, 1979, before me the undersigned officer, appeared Robert B. Lundberg, who acknowledged himself to be a Trust Officer of Chicago Title Company, an Arizona Corporation, as Trustee, and acknowledged that he as a Trust Officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation, as Trustee, by himself as Trust Officer.
IN WITNESS WHEREOF:
I hereunto set my hand and official seal.

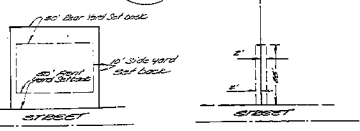
By: Robert B. Lundberg
Notary Public
My commission expires October 1, 1982

APPROVALS

Approved by the Superintendent of State of Gila County, Arizona on this the 3rd day of July, 1979.
By: John J. Lewis
Superintendent of Streets
Approved by the Gila County Planning and Zoning Commission on this the 21st day of July, 1979.
By: W. O. Ruppel
Chairman
Approved by the Board of Supervisors of Gila County, Arizona, on this the 5th day of July, 1979.
By: Robert J. Phillips
Chairman
Attest: Donald L. Phillips
Clerk

CERTIFICATION

This is to certify that the survey and subdivision of the premises described and plotted herein was made under my direct supervision and in the month of February, 1979.
Winfred A. Elvick
Registered Professional Surveyor # 42976



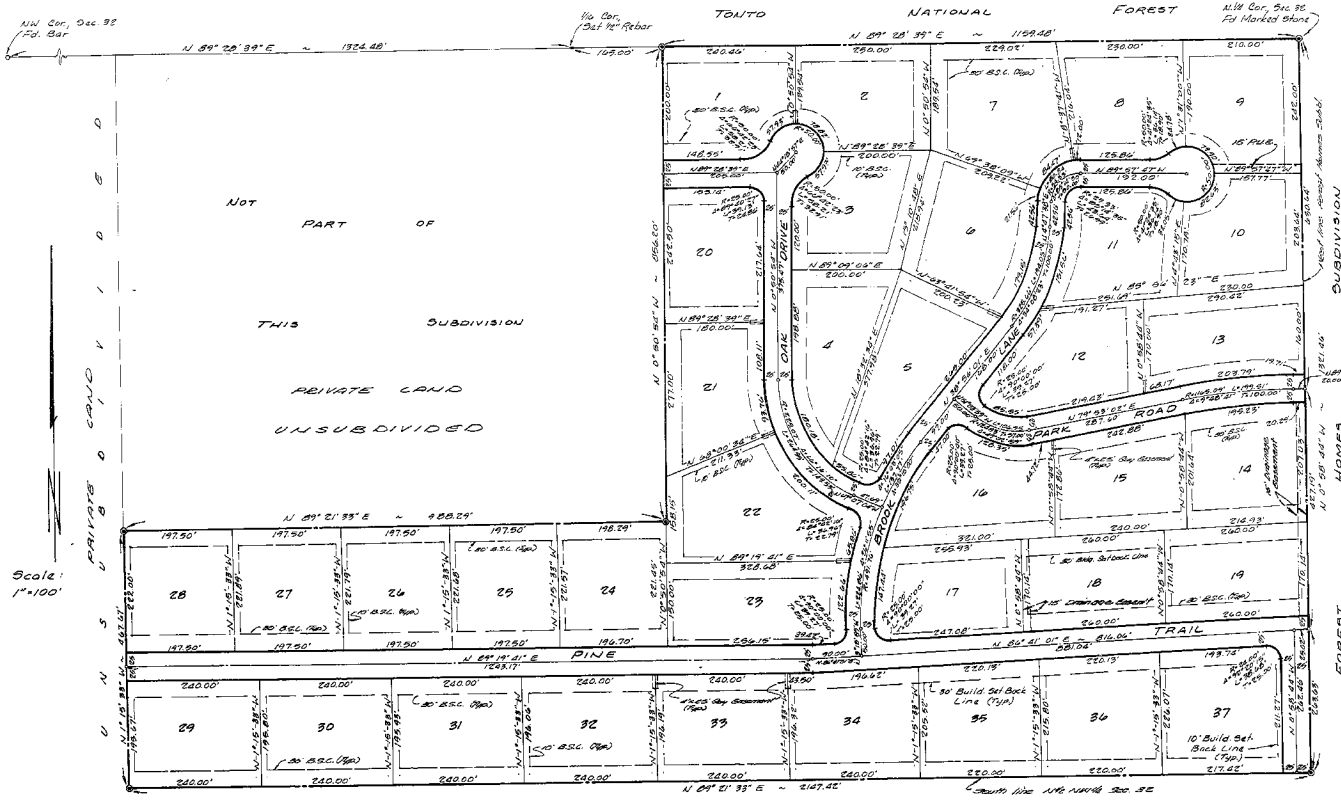
ENGINEERING & SURVEYING OF ARIZONA, INC.
404 E. 1ST AVE., MESA, ARIZONA JOB NO. 710808

COLLINS RANCH

A SUBDIVISION OF A PORTION OF THE N1/2NW1/4 OF SEC. 32, T.11N. R.11E. S. & S.R.B. & M., GILA COUNTY, ARIZONA

Names and Addresses of Beneficiaries are as follows:

- William J. Collins and Opal Collins, his wife
Raymond J. Jaski & Beverly C. Jaski, his wife
Donald E. Davis & Barbara E. Davis, his wife
30 West First St., Mesa, Ariz.
- Allen Brooks & Glenn H. Brooks & Barbara Randolph, Inc.,
30 West First St., Mesa, Ariz.
- Arthur E. Lloyd, Payson, Ariz.



Scale: 1"=100'

- NOTES:
1. Date of Preparation: Feb 1979.
 2. Set-backs shown on all subdiv. corners, street corners & lot corners except as noted.
 3. - Indicates corners of this subdivision.
 4. Basis of Bearings: Assumed N. 89° 25' 39" E. - North line NW1/4 Sec. 32.
 5. See deed restrictions recorded in Deed # 173 Page 571, Gila County Records since the this subdivision.
 6. Any upgrading or regrading of the road system within the subdivision shall be paid for by the lot owners on a pro-rata basis. Gila County will not pay the any improvement to the roadway system.

H 200
7:20
M

441058

DOCKET 474 PAGE 987

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of Arthur E. Lloyd

Date June 6, 1979 Time 9:20 A. M. Decket 474 s 987 & 988

Records of Gila County, Arizona.

Official Records Page

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

Arthur E. Lloyd
P.O. Box 2387
Payson, Az 85541

INDEXED

By Kathryn A. Elowitz Deputy.

PAGED

DECLARATION OF RESTRICTION

The following restrictions to be part and parcel of said subdivision, and to be hereafter binding upon all owners and successor owners in interest to the property within said subdivision:

Lots 1 through 37, inclusive, Collins Ranch, a subdivision according to the plat of record in ^{MAP 157} Book 564 of Maps, Page -- thereof, in the office of the County Recorder of Gila County, Globe, Arizona.

The owner, desiring to establish the nature and use and enjoyment thereof, does hereby declare that said lots are subject to the following express covenants running with the land and every part and parcel thereof, as provided by law, and shall be binding on all the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots, this declaration of restrictions being designed for the purpose of keeping said lots desirable, uniform, and suitable in architectural design and use as hereinafter specified, to wit:

1. None of the said lots may be split or subdivided into smaller lots or parcels, nor may more than one single family dwelling be placed on each of the lots. A guest house of less than 900 total square feet is allowed, in addition to a single family dwelling.
2. No mobile home or house trailers shall be placed on any of the lots, except for living quarters during actual construction of permanent dwellings, and in no case for a period of time exceeding one year. A camp trailer or travel trailer of less than 25 feet in length shall be exempt from this provision provided that it is not permanently affixed to the property nor lived in.
3. All buildings erected within the subdivision shall be new construction and shall meet the specifications of the Uniform building code, and no building shall be used for residential purposes until proper flush toilets and sewer disposal systems have been installed on the lot. Such sewer disposal system to be approved by the county health department, and a permit is to be obtained from the health department prior to construction.
4. No offensive or obnoxious activities shall be conducted or permitted on any of the lots. No mini bikes, motor scooters, go-carts, or other similar type of vehicles may be operated within the subdivision, except after 8 am and no later than 6 pm.
5. All garbage, trash, bottled gas, oil tanks, and other facilities shall be placed in such a manner that they are hidden from view from the front of the lot, or located in such a manner as to not be unsightly or objectionable.
6. No weeds, underbrush, unsightly growth, junk piles, or other unsightly objects shall be permitted to be placed or remain on any of the said lots, Nor shall the existing ponderosa pine trees now on the lots be cut or removed except to allow for the actual construction of dwellings, driveways, and a small garden area, and boundary fences.

Collins Ranch Deed Restrictions page 2:

- 7. Any upgrading or improving of the road system within the subdivision shall be paid for by the lot owners on a pro-rata basis. Gila County will not pay for any improvement to the roadway system.
- 8. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots until January 1, 2000, at such time said covenants shall automatically be extended for successive periods of ten years, unless changed or modified in whole or in part by a vote of a majority of the then lot owners.
- 9. If any provision of this indenture of the application of such provision to any person or circumstances shall be held void, the remainder of this indenture or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.




STATE OF ARIZONA
County of Gila

) ss.

This instrument was acknowledged before me this
5th day of June, 1979 by
Arthur E. Lloyd



Commission expires 3/2/82


Notary Public

WHEN RECORDED, MAIL TO:
COLLINS RANCH WATER USERS ASSOCIATION
HC 2 Box 24-F
Phoenix AZ 85341

FEE# 96-007731 M \$10.00
ck# 1148 Ev
RECORDED AT THE REQUEST OF #PAGES 6

Collins Ranch Water
DATE May 20, 1996 TIME 4:20

OFFICIAL RECORDS OF GILA COUNTY, AZ
LINDA HAUGHT ORTEGA, RECORDER

BY Linda Haught Ortega



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

98-007731

When recorded mail to:

COLLINS RANCH WATER USERS ASSOCIATION
HC 2 Box 211-F
PAYSON, AZ 85541

STATE OF ARIZONA)
County of Gila) ss

Recorded at the request of
COLLINS RANCH WATER USERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW all men by these presents:

That the undersigned being the owner of record on the following described lot or parcel: LOT 37, COLLINS RANCH, MAP No. 364, RECORDS OF GILA COUNTY, ARIZONA

which is included in that real property described as the Southwest Quarter of the Southwest Quarter of Section 29 and the North One Half of the Northwest Quarter of Section 32; Township 11 1/2 North; Range 11 1/2 East; Gila and Salt River Base and Meridian, Gila County, Arizona, hereinafter referred to as "The Property", and desiring to establish the use and enjoyment of said lot or parcel, do hereby declare that the following restrictions shall apply to said lot or parcel, and that all conveyances of said lot or parcel shall be subject to these covenants, conditions and restrictions.

1. From and after the date hereof, the undersigned does hereby reserve and assign to Collins Ranch Water Users Association, hereinafter referred to as the "Association", the absolute and exclusive control and management of the well site and well located on "The Property", and all pumping and storage equipment or replacement thereof, and any and all water conduit lines located in any utility easement on "The Property", and installed

for the purpose of furnishing water to the "Association" members.

2. All owners of portions of "The Property" shall be and become members of the "Association" by virtue of ownership of said property, payment of the membership fees and the recording of these covenants, conditions and restrictions, on their lot or parcel. The number of votes to which each member is entitled shall be determined by the number of lots or parcels each owns. Only one owner, in the event of multiplicity of ownership, may exercise the right to cast the vote attributable to each lot or parcel. For the purpose of determining eligibility for membership, the undivided parcels outside the Collins Ranch Subdivision, shall be those parcels shown under single ownership as of August 25, 1987, in the records of the Gila County Recorder. Single ownership includes multiple undivided ownership of one parcel.

3. The Board of Directors of the "Association" shall, from time to time, establish membership fees and assessments chargeable to its members to cover the actual and incidental costs of operation, administration, construction and maintenance or replacement of the facilities placed under its control and supervision or management for the benefit of its members, including but not limited to the well and the water system.

4. The "Association" shall require the owner of any lot or parcel within "The Property" requesting delivery of water to cause to be installed at the front line of any such property to which a water main has been constructed, a water meter and a lockable shutoff valve of the kind designated by the "Association" between such meter and the water main. The "Association" shall have no responsibility to expand the system beyond that originally installed. The cost of any such expansion shall be borne by the lot or parcel owner requesting delivery. The water rates shall

be determined by the Board of Directors of the "Association" from time to time and billed at regular intervals to the owner of the parcel or lot receiving such water.

5. Water service may be discontinued at the direction of the Board of Directors of the "Association" if charges therefor are not paid within thirty (30) days after a billing has been rendered, upon the giving of fifteen (15) days notice of intent to disconnect or discontinue such service.

6. Each owner of any portion of "The Property", by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree to pay to the "Association" such assessments as are hereinbefore provided. Such assessments, together with interest at the highest legal rate of interest permitted to be charged, costs of collection and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless it is expressly assumed, or unless prior to such transfer of title, a notice of lien for such assessments shall have been recorded in the records of the County Recorder of Gila County, Arizona.

7. Each of said owners expressly vests in the "Association" the right and power to bring all actions against each of said property owners personally for the collection of said assessments and charges as a debt and to enforce said lien by all methods available for the enforcement thereof.

including foreclosure by an action brought in the name of the "Association" in a like manner as a mortgage on real property.

8. The lien provided for in this section shall be in favor of the "Association" for the benefit of all members. The "Association" acting on behalf of the owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event that the "Association" employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration or to enforce compliance with or specific performance of the terms and conditions thereof, the owner, owners and parties against whom the action is brought shall pay all attorneys fees and costs thereby incurred by the "Association" in the event the "Association" prevails in any such action.

9. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the facilities or by abandonment of his land.

10. The lien hereinabove created shall be superior to all liens, except the lien for taxes and assessments by any authorized governmental body or special district, or the lien of a bonafide first Mortgage or Deed of Trust against any property which includes residential building improvements thereon.

11. No portion of "The Property" shall be divided, redivided, or conveyed in parcels containing less than the land included in the lots or parcels as of August 25th, 1987. Any property which is divided, redivided or conveyed in violation of this paragraph shall not be eligible to receive water service from the "Association".

12. These restrictions shall remain operative and effective until

96-007731

January 1, 2010, and shall automatically renew for successive periods of 20 years thereafter unless altered, amended by a vote of a 2/3rds majority of all members of the "Association" at any time.

EXECUTED this 10th day of May, 1996.

Paul E. Livermore
Property Owner

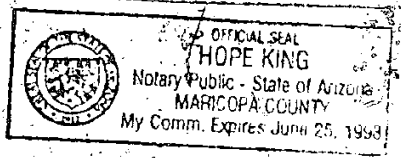
STATE OF ARIZONA)
) ss
County of _____)

On this, the 10 day of May, 1996, before me, the undersigned Notary, personally appeared Paul E. Livermore, who acknowledged himself to be the owner of the above described lot or parcel, such owner, 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.

Hope King
Notary Public

My Commission expires:



1:30 Ck #123

564269

DOCKET 739 PAGE 232

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Collins Ranch Water Users Association

Date Jun. 30, 1988 Time 1:30 P. M. Docket 739 Official Records Page 232 - 236
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder
By Paula Mitchell Deputy.

When recorded mail to: STATE OF ARIZONA)
County of Gila) ss

Recorded at the request of:
Larry Dea Judd

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW all men by these presents:

That the undersigned being the owner of record on the following described

lot or parcel: #23 & 24 (302-76-23 & 24) COLLINS RANCH,
Map No. 564, RECORDS OF GILA COUNTY, ARIZONA

which is included in that real property described as the Southwest Quarter of the Southwest Quarter of Section 29 and the North One Half of the Northwest Quarter of Section 32; Township 11½ North; Range 11½ East; Gila and Salt River Base and Meridian, Gila County, Arizona, hereinafter referred to as "The Property", and desiring to establish the use and enjoyment of said lot or parcel, do hereby declare that the following conditions shall apply to said lot or parcel, and that all conveyances of said lot or parcel shall be subject to these covenants, conditions and restrictions.

1. From and after the date hereof, the undersigned does hereby reserve and assign to Collins Ranch Water Users Association, hereinafter referred to as the "Association", the absolute and exclusive control and management of the well site and well located on "The Property", and all pumping and storage equipment or replacement thereof, and any and all water conduit lines located in any utility easement on "The Property", and installed

for the purpose of furnishing water to the "Association" members.

2. All owners of portions of "The Property" shall be and become members of the "Association", by virtue of ownership of said property, payment of the membership fees and the recording of these covenants, conditions and restrictions, on their lot or parcel. The number of votes to which each member is entitled shall be determined by the number of lots or parcels each owns. Only one owner, in the event of multiplicity of ownership, may exercise the right to cast the vote attributable to each lot or parcel. For the purpose of determining eligibility for membership, the unsubdivided parcels outside the Collins Ranch Subdivision, shall be those parcels shown under single ownership as of August 25, 1987, in the records of the Gila County Recorder. Single ownership includes multiple undivided ownership of one parcel.

3. The Board of Directors of the "Association" shall, from time to time, establish membership fees and assessments chargeable to its members to cover the actual and incidental costs of operation, administration, construction and maintenance or replacement of the facilities placed under its control and supervision or management for the benefit of its members, including but not limited to the well and the water system.

4. The "Association" shall require the owner of any lot or parcel within "The Property" requesting delivery of water to cause to be installed at the front line of any such property to which a water main has been constructed, a water meter and a lockable shutoff valve of the kind designated by the "Association" between such meter and the water main. The "Association" shall have no responsibility to expand the system.

beyond that originally installed. The cost of any such expansion shall be borne by the lot or parcel owner requesting delivery. The water rates shall be determined by the Board of Directors of the "Association" from time to time and billed at regular intervals to the owner of the parcel or lot receiving such water.

5. Water service may be discontinued at the direction of the Board of Directors of the "Association" if charges therefor are not paid within thirty (30) days after a billing has been rendered, upon the giving of fifteen (15) days notice of intent to disconnect or discontinue such service.

6. Each owner of any portion of "The Property", by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree to pay to the "Association" such assessments as are hereinbefore provided. Such assessments, together with interest at the highest legal rate of interest permitted to be charged, costs of collection and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless it is expressly assumed, or unless prior to such transfer of title, a notice of lien for such assessments shall have been recorded in the records of the County Recorder of Gila County, Arizona.

7. Each of said owners expressly vests in the "Association" the right and power to bring all actions against each of said property owners personally for the collection of said assessments and charges as a debt and to enforce

said lien by all methods available for the enforcement thereof, including foreclosure by an action brought in the name of the "Association" in a like manner as a mortgage or real property.

8. The lien provided for in this section shall be in favor of the "Association" for the benefit of all members. The "Association", acting on behalf of the owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event that the "Association" employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration or to enforce compliance with or specific performance of the terms and conditions thereof, the owner, owners and parties against whom the action is brought shall pay all attorneys fees and costs thereby incurred by the "Association" in the event the "Association" prevails in any such action.

9. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the facilities or by the abandonment of his land.

10. The lien hereinabove created shall be superior to all liens, except the lien for taxes and assessments by any authorized governmental body or special district, or the lien of a bonafide first Mortgage or Deed of Trust against any property which includes residential building improvements thereon.

11. No portion of "The Property" shall be divided, redivided, or conveyed in parcels containing less than the land included in the lots or parcels as of August 25th, 1987. Any property which is divided, redivided or conveyed in violation of this paragraph shall not be eligible to receive water service from the "Association".

12. These restrictions shall remain operative and effective until January 1, 2010, and shall automatically renew for successive periods of 20 years thereafter unless altered, amended by a vote of a 2/3rds majority of all members of the "Association" at any time.

EXECUTED this 15 day of ~~August~~ ^{Sept. 1987}, 1987.

Larry Dea Judd
Property Owner

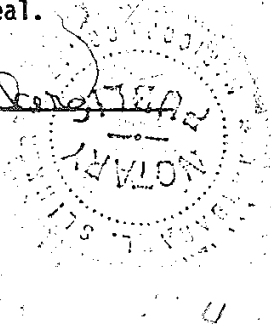
STATE OF ARIZONA)
County of Maricopa) ss

On this, the 15th day of September, 1987, before me, the undersigned Notary, personally appeared Larry Dea Judd, who acknowledged himself to be the owner of the above described lot or parcel, such owner, 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.

Barbara L. Schindler
Notary Public

My Commission expires:
My Commission Expires June 6, 1989



When recorded mail to:
COLLINS RANCH WATER USERS ASSOCIATION
3424 West Marconi Avenue
Phoenix, Arizona 85023

STATE OF ARIZONA)
County of Gila) SS
Recorded at the request of:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW all men by these presents:

That the undersigned being the owner of record on the following described lot or parcel: Lot 24, COLLINS RANCH, according to Map No. 564, records of Gila County, Arizona.

which is included in that real property described as the Southwest Quarter of the Southwest Quarter of Section 29 and the North One Half of the Northwest Quarter of Section 32; Township 11 1/2 North; Range 11 1/2 East; Gila and Salt River Base and Meridian; Gila County, Arizona, hereinafter referred to as "The Property", and desiring to establish the use and enjoyment of said lot or parcel, do hereby declare that the following restrictions shall apply to said lot or parcel, and that all conveyances of said lot or parcel shall be subject to these covenants, conditions and restrictions.

1. From and after the date hereof, the undersigned does hereby reserve and assign to Collins Ranch Water Users Association, hereinafter referred to as the "Association", the absolute and exclusive control and management of the well site and well located on "The Property", and all pumping and storage equipment or replacement thereof, and any and all water conduit lines located in any utility easement on "The Property", and installed

for the purpose of furnishing water to the "Association" members.

2. All owners of portions of "The Property" shall be and become members of the "Association", by virtue of ownership of said property, payment of the membership fees and the recording of these covenants, conditions and restrictions, on their lot or parcel. The number of votes to which each member is entitled shall be determined by the number of lots or parcels each owns. Only one owner, in the event of multiplicity of ownership, may exercise the right to cast the vote attributable to each lot or parcel. For the purpose of determining eligibility for membership, the undivided parcels outside the Collins Ranch Subdivision, shall be those parcels shown under single ownership as of August 25, 1987, in the records of the Gila County Recorder. Single ownership includes multiple undivided ownership of one parcel.

3. The Board of Directors of the "Association" shall, from time to time, establish membership fees and assessments chargeable to its members to cover the actual and incidental costs of operation, administration, construction and maintenance or replacement of the facilities placed under its control and supervision or management for the benefit of its members, including but not limited to the well and the water system.

4. The "Association" shall require the owner of any lot or parcel within "The Property" requesting delivery of water to cause to be installed at the front line of any such property to which a water main has been constructed, a water meter and a lockable shutoff valve of the kind designated by the "Association" between such meter and the water main. The "Association" shall have no responsibility to expand the system beyond that originally installed. The cost of any such expansion shall be borne by the lot or parcel owner requesting delivery. The water rates shall

be determined by the Board of Directors of the "Association" from time to time and billed at regular intervals to the owner of the parcel or lot receiving such water.

5. Water service may be discontinued at the direction of the Board of Directors of the "Association" if charges therefor are not paid within thirty (30) days after a billing has been rendered, upon the giving of fifteen (15) days notice of intent to disconnect or discontinue such service.

6. Each owner of any portion of "The Property", by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree to pay to the "Association" such assessments as are hereinbefore provided. Such assessments, together with interest at the highest legal rate of interest permitted to be charged, costs of collection and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless it is expressly assumed, or unless prior to such transfer of title, a notice of lien for such assessments shall have been recorded in the records of the County Recorder of Gila County, Arizona.

7. Each of said owners expressly vests in the "Association" the right and power to bring all actions against each of said property owners personally for the collection of said assessments and charges as a debt and to enforce said lien by all methods available for the enforcement thereof.

including foreclosure by an action brought in the name of the "Association" in a like manner as a mortgage on real property.

8. The lien provided for in this section shall be in favor of the "Association" for the benefit of all members. The "Association", acting on behalf of the owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event that the "Association" employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration or to enforce compliance with or specific performance of the terms and conditions thereof, the owner, owners and parties against whom the action is brought shall pay all attorneys fees and costs thereby incurred by the "Association" in the event the "Association" prevails in any such action.

9. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the facilities or by abandonment of his land.

10. The lien hereinabove created shall be superior to all liens, except the lien for taxes and assessments by any authorized governmental body or special district, or the lien of a bonafide first Mortgage or Deed of Trust against any property which includes residential building improvements thereon.

11. No portion of "The Property" shall be divided, redivided, or conveyed in parcels containing less than the land included in the lots or parcels as of August 25th, 1987. Any property which is divided, redivided or conveyed in violation of this paragraph shall not be eligible to receive water service from the "Association".

12. These restrictions shall remain operative and effective until

January 1, 2010, and shall automatically renew for successive periods of 20 years thereafter unless altered, amended by a vote of a 2/3rds majority of all members of the "Association" at any time.

EXECUTED, this 17th day of May, 1990.

Herbert M. Kaufman & *Helen L. Kaufman*
Property Owner
Herbert M. Kaufman / Helen L. Kaufman

STATE OF ARIZONA)
) ss
County of Maricopa)

On this, the 17th day of May, 1990, before me, the undersigned Notary, personally appeared Herbert M. Kaufman and Helen L. Kaufman, who acknowledged himself to be the owner of the above described lot or parcel, such owner, 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.

J. Marie Rose
Notary Public

My Commission expires:
My Commission Expires Nov. 15, 1992

5 of 44 of 4-11-90
30
C-2#239

591164

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Collins Ranch Water Users Association
Date Jun. 29, 1990 Time 8:30 A. M., Docket 803 Official Records Page 219-223
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder
By *Kayee Reese*, Deputy

GILA CO, AZ, LINDA HAUGHT ORTEGA - RECORDER, BY: SHERI ROSS
DATE: 04/18/2000 TIME: 08:30 PAGE #: 0001 OF 0005 FEE #: 2000 5506 **
When recorded mail to: STATE OF ARIZONA)
County of Gila) ss

Collins Ranch Water Users Assoc
HC 7 Box 211-W
Payson, AZ 85541

Recorded at the request of:

Sheri Carr Ross
+ Martin R. Ross



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW all men by these presents:

That the undersigned being the owner of record on the following described lot or parcel: #3 (302-76-003) Collins Ranch
Map No 564, Records of Gila County, AZ

which is included in that real property described as the Southwest Quarter of the Southwest Quarter of Section 29 and the North One Half of the Northwest Quarter of Section 32; Township 11 1/2 North; Range 11 1/2 East; Gila and Salt River Base and Meridian, Gila County, Arizona, hereinafter referred to as "The Property", and desiring to establish the use and enjoyment of said lot or parcel, do hereby declare that the following restrictions shall apply to said lot or parcel, and that all conveyances of said lot or parcel shall be subject to these covenants, conditions and restrictions.

1. From and after the date hereof, the undersigned does hereby reserve and assign to Collins Ranch Water Users Association, hereinafter referred to as the "Association", the absolute and exclusive control and management of the well site and well located on "The Property", and all pumping and storage equipment or replacement thereof, and any and all water conduit lines located in any utility easement on "The Property", and installed

for the purpose of furnishing water to the "Association" members.

2. All owners of portions of "The Property" shall be and become members of the "Association", by virtue of ownership of said property, payment of the membership fees and the recording of these covenants, conditions and restrictions, on their lot or parcel. The number of votes to which each member is entitled shall be determined by the number of lots or parcels each owns. Only one owner, in the event of multiplicity of ownership, may exercise the right to cast the vote attributable to each lot or parcel. For the purpose of determining eligibility for membership, the undivided parcels outside the Collins Ranch Subdivision, shall be those parcels shown under single ownership as of August 25, 1987, in the records of the Gila County Recorder. Single ownership includes multiple undivided ownership of one parcel.

3. The Board of Directors of the "Association" shall, from time to time, establish membership fees and assessments chargeable to its members to cover the actual and incidental costs of operation, administration, construction and maintenance or replacement of the facilities placed under its control and supervision or management for the benefit of its members, including but not limited to the well and the water system.

4. The "Association" shall require the owner of any lot or parcel within "The Property" requesting delivery of water to cause to be installed at the front line of any such property to which a water main has been constructed, a water meter and a lockable shutoff valve of the kind designated by the "Association" between such meter and the water main. The "Association" shall have no responsibility to expand the system beyond that originally installed. The cost of any such expansion shall be borne by the lot or parcel owner requesting delivery. The water rates shall

be determined by the Board of Directors of the "Association" from time to time and billed at regular intervals to the owner of the parcel or lot receiving such water.

5. Water service may be discontinued at the direction of the Board of Directors of the "Association" if charges therefor are not paid within thirty (30) days after a billing has been rendered, upon the giving of fifteen (15) days notice of intent to disconnect or discontinue such service.

6. Each owner of any portion of "The Property", by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree to pay to the "Association" such assessments as are hereinbefore provided. Such assessments, together with interest at the highest legal rate of interest permitted to be charged, costs of collection and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless it is expressly assumed, or unless prior to such transfer of title, a notice of lien for such assessments shall have been recorded in the records of the County Recorder of Gila County, Arizona.

7. Each of said owners expressly vests in the "Association" the right and power to bring all actions against each of said property owners personally for the collection of said assessments and charges as a debt and to enforce said lien by all methods available for the enforcement thereof,

including foreclosure by an action brought in the name of the "Association" in a like manner as a mortgage on real property.

8. The lien provided for in this section shall be in favor of the "Association" for the benefit of all members. The "Association", acting on behalf of the owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event that the "Association" employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration or to enforce compliance with or specific performance of the terms and conditions thereof, the owner, owners and parties against whom the action is brought shall pay all attorneys fees and costs thereby incurred by the "Association" in the event the "Association" prevails in any such action.

9. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the facilities or by abandonment of his land.

10. The lien hereinabove created shall be superior to all liens, except the lien for taxes and assessments by any authorized governmental body or special district, or the lien of a bonafide first Mortgage or Deed of Trust against any property which includes residential building improvements thereon.

11. No portion of "The Property" shall be divided, redivided, or conveyed in parcels containing less than the land included in the lots or parcels as of August 25th, 1987. Any property which is divided, redivided or conveyed in violation of this paragraph shall not be eligible to receive water service from the "Association".

12. These restrictions shall remain operative and effective until

January 1, 2010, and shall automatically renew for successive periods of
20 years thereafter unless altered, amended by a vote of a 2/3rds majority
of all members of the "Association" at any time.

EXECUTED this 17th day of April, ~~19~~²⁰⁰⁰.

Martin R. Ross / Sheri Carr Ross
Property Owner

STATE OF ARIZONA)
County of GILA) ss

On this, the 13th day of April, ~~19~~²⁰⁰⁰, before me,
the undersigned Notary, personally appeared MARTIN R. ROSS and
Sheri Carr ROSS, who acknowledged himself to be the
owner of the above described lot or parcel, such owner, 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.

Linda Hamman
Notary Public

My Commission expires:
4-1-2001



Unofficial