

**WHEN RECORDED RETURN TO:**

Douglas Watson  
PARKLINKS AT SUPERSTITION SPRINGS  
6001 E Southern Ave., Unit 86  
Mesa, AZ 85206



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
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1 OF 1

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
PARKLINKS AT SUPERSTITION SPRINGS**

THIS AMENDMENT AND RESTATEMENT is made to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parklinks at Superstition Springs, effective as of the date of its recording.

**WITNESSETH**

WHEREAS, Parklinks at Superstition Springs Homeowners Association is an Arizona nonprofit corporation and is the Association designated under the Declaration of Covenants, Conditions and Restrictions recorded in the office of the Maricopa County Recorder at 95-0776161 on December 18, 1995 records of the Maricopa County Recorder as amended and restated and superseded in its entirety by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded at 96-0142356 on February 28, 1996, records of the Maricopa County Recorder, (hereafter the Amended and Restated Declaration of Covenants, Conditions and Restrictions "CC&Rs"); and

WHEREAS, the real property that is subject to the CC&Rs is as described on Exhibit A hereto;

WHEREAS, the CC&Rs provide at Article 9, Section 9.4.1 that the CC&Rs may be amended by the "written approval or the affirmative vote of Owners representing not less than fifty-one percent (51%) of the votes in the Association.";

WHEREAS, the Association membership wishes to amend and restate the CC&Rs and has approved this Second Amended and Restated Declaration (hereafter the "Declaration") pursuant to Article 9, Section 9.4.1;

NOW, THEREFORE, the Association declares that the CC&Rs are hereby AMENDED AND RESTATED and all prior CC&Rs are replaced and superseded in their entirety by THIS DECLARATION:

SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
PARKLINKS AT SUPERSTITION SPRINGS

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All the properties described in Exhibit A hereto shall be held, sold and conveyed subject to the following conditional reservations, 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 rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other thereof.

## ARTICLE 1 – DEFINITIONS

### 1.1 Additional Property

Any real property together with the Improvements located thereon, situated within the vicinity of the Project.

### 1.2 Annual Assessment

The assessments levied and assessed against each Lot pursuant to Section 4.3 of this Declaration.

### 1.3 Articles

The Articles of Incorporation of the Association which have been filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

### 1.4 Assessments

The Annual Assessments and Special Assessments levied and assessed against each Lot pursuant to Article 4 of this Declaration.

### 1.5 Assessment Lien

The lien granted to the Association by this Declaration to secure the payment of Assessments and all other amounts payable to the Association.

### 1.6 Association

The Arizona nonprofit corporation organized to exercise the rights, powers and duties set forth herein, under the name of "Parklinks at Superstition Springs Homeowners Association", and its successors and assigns.

### 1.7 Association Maintenance Area

(i) the Common Area; (ii) all real property, and all Improvements located thereon, which the Association has the obligation to maintain under this Declaration; and (iii) all real property, and all Improvements situated thereon, which the Association has the obligation to maintain under any contract or agreement between the Association and any other Person.

### 1.8 Association Rules

The rules and regulations adopted by the Association, as the same may be amended from time to time.

### 1.9 Board

The Board of Directors of the Association.

### 1.10 Bylaws

The Bylaws of the Association; as such bylaws may be amended from time to time.

### 1.11 Common Area

All real property and all improvements located thereon, owned or leased by the Association or to which the Association assumes in writing, the obligation to maintain, which are for the common use, enjoyment or benefit of the Owners.

### 1.12 Declaration

This Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may from time to time be amended, altered, or changed.

### 1.13 First Mortgage

Any mortgage or deed of trust on a Lot, which has priority over all other mortgages, or deeds of trust on the same Lot.

### 1.14 First Mortgagee

The holder of any First Mortgage.

### 1.15 Improvement

Buildings, gates, roads, driveways, channels, parking areas, fences, walls, swimming pools, spas, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping of every type and kind.

### 1.16 Lot

Parcel, Townhome and Residential Unit shall all be synonymous and shall mean any parcel of real property designated as a Lot on the Plat of "Parklinks at Superstition Springs" and, where the context indicates or requires, includes the Residential Unit and all other Improvements situated on the Lot.

### 1.17 Maintenance Standard

The standard of maintenance established from time to time by the Board or, in the absence of any standard established by the Board, the standard of maintenance of Improvements generally prevailing throughout the Project.

### 1.18 Member

Any Person who is a member of the Association.

### 1.19 Owner

The record owner, whether one or more Persons, of fee simple title to a Lot, but excluding: (i) Persons having an interest in a Lot merely as security for the performance of an obligation; and (ii) a purchaser under a purchase contract and receipt, escrow instructions or similar executory contract which is intended to control the rights and obligations of the parties to the executory contract pending the closing of a sale or

purchase transaction. Owner shall include a purchaser under a contract for the conveyance of real property which is subject to the provisions of Arizona Revised Statutes Section 33-741, et seq. In the case of Lots the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the trustor under the deed of trust shall be deemed to be the Owner. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

#### 1.20 Person

A natural person, a corporation, a partnership, a trust, an association or other legal entity.

#### 1.21 Plat

(i) the plat of survey of Parklinks at Superstition Springs recorded with the County Recorder of Maricopa County, Arizona in Book 407 of Maps, page 42, and all amendments, supplements and corrections thereto; and (ii) any plat recorded against any part of the Additional Property which is annexed and subjected to this Declaration pursuant to Section 2.2 of this Declaration.

#### 1.22 Project Documents

This Declaration and the Articles, Bylaws and Association Rules.

#### 1.23 Property or Project

(i) the real property described on Exhibit A attached to this Declaration together with all Improvements located thereon; and (ii) any part of the Additional Property which is annexed and subjected to this Declaration pursuant to Section 2.2 of this Declaration.

#### 1.24 Purchaser

Any Person, who by means of a voluntary transfer becomes the Owner of a Lot

#### 1.25 Residential Unit

Any building or part of a building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

#### 1.26 Single Family

A group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than two (2) persons not all so related, together with their domestic servants, who maintain a common household in a Residential Unit.

#### 1.27 Single Family Residential Use

The occupation or use of a Residential Unit by a Single Family in conformity with the Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

#### 1.28 Visible From Neighboring Property

With respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level at the front of the unit, Common Area Property, or any

property located across the street therefrom.

## ARTICLE 2 - PLAN OF DEVELOPMENT

### 2.1 Property Subject to the Declaration

The Declaration is being recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners and the successors, assigns, and grantees thereof. Each Owner covenants and agrees that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

### 2.2 Restriction on Liability of the Association

A security gate will be constructed on the street at the entrance to the Project in order to limit access and to provide more privacy for the Owners and other occupants of Lots. Each Owner and occupant, and their families, guests and invitees acknowledge that the security gate may restrict or delay entry into the Project by the Police, the Fire Department, ambulances and other emergency vehicles or personnel. Each Owner and other occupant and their families, guests and invitees agree to assume the risk that the security gate may restrict or delay entry to the Project by emergency vehicles and personnel. Neither the Association nor any Director, officer, agent or employee of the Association shall be liable to any Owner or other occupant or their families, guests or invitees for any claims or damages resulting, directly or indirectly, from the construction, existence of, or maintenance of the security gate.

## ARTICLE 3 - THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP AND VOTING RIGHTS

### 3.1 Rights, Powers and Duties

The Association shall be a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents together with such rights, powers and duties as may be reasonably necessary to accomplish the objectives and purposes of the Association as set forth in the Project Documents. Unless the Project Documents specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or



taken by the Board.

### 3.2 Board of Directors and Officers

The affairs of the Association shall be conducted by a board of directors and such officers and committees as the Board may elect or appoint, in accordance with the Articles and Bylaws. All Board Members must be owners. No Board Member, officer, or appointee shall be elected to any office if the person is delinquent in the payment of any amounts due to the Association. If a Board Member or officer becomes delinquent during their term, and if said delinquency remains unpaid for fourteen (14) days or more, said Board Member, officer or appointee is suspended from office immediately and may not vote or act until said delinquency is cured.

### 3.3 Association Rules

The Board shall have the power to adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Common Area including, but not limited to, any recreational facilities situated upon the Common Area; (ii) traffic and parking restrictions including speed limits on private streets within the Project; (iii) the Maintenance Standards; or (iv) any other matters within the jurisdiction of the Association or affecting the health, safety or welfare of the Owners or other Persons residing in the Project. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail.

### 3.4 Identity of Members

Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

### 3.5 Transfer of Membership

Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale of a Lot and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void upon the books and records of the Association.

### 3.6 Votes Per Lot

A member shall be entitled to one (1) vote for each Lot owned.

### 3.7 Joint Ownership

When more than one Person is the Owner of any Lot, all such Persons shall be Members. The joint owners shall determine among themselves the vote for such Lot, but in no event shall more than one ballot be cast with respect to any Lot. The vote for each such Lot must be cast as a single unit and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for

all purposes that he was acting with the same authority and consent of all other Owners of the same Lot. In the event more than one ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

### 3.8 Corporate Ownership

In the event any Lot is owned by a corporation, partnership or other association, the corporation, partnership or association shall be a Member. Unless and until a different designation is filed in writing with the Association, the president, general partner or chief executive officer of such corporation, partnership or association shall have the power to vote the Membership.

### 3.9 Suspension of Voting Rights

In the event any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of the Project Documents or is in violation of any other provision of the Project Documents for a period of fourteen (14) days, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including accrued interest, late fees, and attorneys' fees are brought current and all other violations of the Project Documents are corrected.

### 3.10 Implied Rights

The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to accomplish any such right or privilege.

## ARTICLE 4 COVENANT FOR MAINTENANCE ASSESSMENTS

### 4.1 Creation of the Lien and Personal Obligation of Assessment

Each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association, Annual Assessments and Special Assessments fees, charges, fines and penalties. The Assessments, together with interest, costs and reasonable attorneys' fees and any other amounts due under the Project Documents, including fines and penalties and late charges and interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees and any other amounts due under the Project Documents, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment or other amounts became due. The personal obligation for delinquent Assessments or other amounts shall not pass to the Owner's successors in title unless expressly assumed by them.

### 4.2 Purposes for Which Association's Funds May be Used

The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Owners and residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any

manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Project, which may be necessary, desirable or beneficial to the general common interest of the Project, the Owners and the residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote or provide for such common benefit: social interaction among members and residents, maintenance of landscaping in Common Areas and public right-of-way and drainage areas within the Project, maintenance of all private roadways or improvements within the Project or the Adjoining Property, maintenance of any Improvements built upon the Common Areas, painting of the houses and walls within the Project, recreation, insurance, communications, ownership and operation of vehicle storage area, education, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. The Association will also expend its funds under the laws of the State of Arizona and Maricopa County.

#### 4.3 Annual Assessment

**4.3.1** In order to provide for the operation and management of the Association and to provide funds for the Association to perform its duties and obligations under the Project Documents, including the establishment of replacement and maintenance reserves, the Board, for each fiscal year of the Association, commencing with the year in which the first Lot is conveyed to a Purchaser, shall levy an Annual Assessment against each Lot. The Board of Directors may fix the Annual Assessment in any amount not in excess of the Maximum Annual Assessment.

**4.3.2** The Board shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association, but the failure to give such notice shall neither affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment.

**4.3.3** If the Board determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all expenses of the Association for any reason including, without limitation, nonpayment of Assessments by Members, it may increase the Annual Assessment of that fiscal year and the revised Annual Assessment shall commence on the date designated by the Board.

**4.3.4** The Maximum Annual Assessment shall be as follows: The Maximum Annual Assessment shall be eight percent (8%) above the immediately preceding year's Annual Assessment. The Annual Assessment may be increased above eight percent (8%) of the immediately preceding year's Annual Assessment by a vote of fifty-one percent (51%) of voting members voting in person or by absentee ballot, at a meeting duly called for this purpose.

#### 4.4 Special Assessments

In addition to the Annual Assessments, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on any Association Maintenance Areas, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any such Special Assessment shall have the consent of Members having at least fifty-one percent (51%) of the votes

entitled to be cast by Members who are voting at a meeting duly called for such purpose. Special Assessments shall be levied at a uniform rate for each Lot Owner, and shall become due at such time as is designated by the Board.

#### 4.5 Effect of Nonpayment of Assessments- Remedies of the Association

**4.5.1** Any Assessment, or any installment of an Assessment, not paid within ten (10) days after the Assessment, or the installment of an Assessment, first became due shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition, the Board may assess each month a late fee in an amount established from time to time by the Board. The initial late fee is Ten Dollars (\$10.00) or such other amount as set by the Board of Directors in its sole and absolute discretion.

**4.5.2** The Association shall have a lien on each Lot for: (i) all Assessments, fines and other fees and charges levied against the Lot or owed to the Association by the Owner of the Lot which are not paid when due; and (ii) all costs (including, but not limited to, all attorneys' fees, court costs, title report fees, credit report fees, and collection agency fees) incurred by the Association in collecting, or attempting to collect, any Assessment, fines or other fees and charges owed to the Association. The recording of this Declaration constitutes record notice of the Assessment Lien, and no recordation of any claim or notice of lien is required in order to perfect the Assessment Lien. The Association shall have the right, but not the obligation, to record a notice of lien against any Lot setting forth the amounts secured by the Assessment Lien. If the Association records a notice of lien against any Lot, the Association may assess against such Lot a lien fee in an amount to be established from time to time by the Board. The Association shall not be obligated to release the Assessment Lien until all delinquent Assessments, interest, lien fees, collection costs, fines and all other amounts levied or assessed against such Lot or payable by the Owner of such Lot are paid in full.

**4.5.3** The Assessment Lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for: (i) tax liens for real property taxes on the Lot; (ii) assessments on any Lot in favor of any municipal or other governmental body; and (iii) the lien of any First Mortgage.

**4.5.4** The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, interest, lien fees, late charges, fines, reasonable attorneys' fees and all other costs of collection and any other sums due to the Association in any manner allowed by law including, but not limited to: (i) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments and such action may be brought without waiving the Assessment Lien securing the delinquent Assessments; or (ii) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

#### 4.6 Subordination of the Lien to Mortgages

The Assessment Lien shall be subordinate to the lien of any First Mortgage. The sale or transfer of any Lot shall not affect the Assessment Lien except that the sale or transfer of a Lot pursuant to judicial or nonjudicial foreclosure or any proceeding in lieu thereof shall extinguish the Assessment Lien as to payments which become due prior to the sale or transfer. Any First Mortgagee who obtains title to a Lot pursuant to a judicial or

nonjudicial foreclosure or any deed or proceeding in lieu thereof shall not be liable for any unpaid Assessments or other fees or charges which became due and payable to the Association prior to the acquisition of title by the First Mortgagee. No sale or transfer shall relieve the Lot, or the Owner thereof, from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall said sale or transfer relieve the prior Owner from personal liability for the past due amounts.

#### 4.7 Exemption of Owner

No Owner of a Lot may exempt himself from liability for Assessments levied against his Lot or for other amounts which he may owe to the Association under the Project Documents by waiver and non-use of any of the Common Area and facilities or by the abandonment of his Lot.

#### 4.8 No Offsets

All Assessments and other amounts payable to the Association shall be payable in accordance with the provisions of the Project Documents and no offsets against such Assessments or other amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Project Documents.

#### 4.9 Transfer Fee

Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as established from time to time by the Board.

#### 4.10 Fines

The Board shall have the right to levy reasonable fines against an Owner for violations of the Project Documents by the Owner, his family, tenants or guests provided notice of the violation is given to the Owner and the Owner is given an opportunity for a hearing on the violation. Any fines levied by the Board shall be secured by the Assessment Lien, and the Association may enforce collection of such fines in the same manner as provided in this Declaration for the collection of Assessments.

## ARTICLE 5 - PERMITTED USES AND RESTRICTIONS

#### 5.1 Residential Use

All Lots shall be Single Family units. An Owner or resident of a Unit may conduct a business within the Unit so long as: (i) existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity must conform to all applicable zoning ordinances, Licensing and other requirements for the business; (iii) the business activity must not involve persons coming on to the Lot other than normal traffic flow, and door-to-door solicitation of Owners or residents within the project will not be allowed. (iv) the business does not constitute a nuisance or a hazardous or offensive condition and (v) the business shall not threaten the security or safety of others residents within the Project. (vi) The Board shall have the authority to investigate any complaints received pertaining to a business and including taking any action necessary to resolve any complaint; to impose fines; and action to have the business closed if any of the above conditions are not complied with. (vii) The term business as used in this Section, shall have the ordinary, generally

accepted meaning, and shall include, any occupation, work or activity undertaken on a part time or full time basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration. The leasing or renting of Units will be considered a business and shall come under the scrutiny of the Board the same as any other business conducted within the complex.

## 5.2 Animals

Each Unit may have two pets. For the purpose of this document, pets shall be defined as dogs, cats, or birds. If an Owner or resident wants any other type of pet, a written request for a waiver of this provision may be forwarded to the Board for approval of the pet. The Board shall respond with an answer within thirty days, however said waiver may be granted in the sole and absolute discretion of the Board. Keeping animals for breeding purposes is prohibited in the complex. No structure for the care, housing or confinement of any animal shall be maintained so it is Visible From Neighboring Property. No animal shall be allowed to make any unreasonable noise or to become a nuisance. No Owner or resident shall allow an animal to relieve itself on another Lot. It shall be the responsibility of such Owner or resident to remove immediately any droppings from their pets from any area within the Project. No dog or cat shall be permitted to run at large, and each dog or cat shall be confined entirely to an Owner or Resident's Lot, except that a dog or cat shall be permitted to leave an Owner/Resident's Lot if such dog or cat is at all times kept on a leash not to exceed six feet in length and is under the direct control of Owner/Resident. Any dog or cat shall be licensed in compliance with the law for licensing and shall have all appropriate shots.

## 5.3 Antennas

No antenna, or other device for the transmission or reception of television or radio signals shall be erected so as to be Visible From Neighboring Property except as expressly permitted by federal law. A single eighteen (18) inch satellite dish is permitted, so long as it is installed inconspicuously in the back of the house. If it is impossible to install in the back of the house inconspicuously, the Owner of Lot must work with the Board to find an acceptable place to install the satellite dish.

## 5.4 Utility Lines

The Owner of a Lot shall maintain the public utility easement areas unless the easement area is to be maintained by the utility company or a county municipal or other public authority.

## 5.5 No Parking

No vehicle or other conveyance shall be parked or left unattended in any common area or on any street within Parklinks at any time unless it is a designated parking area with the exception of service vehicles. Guest parking is permitted as long as the vehicle owner is available to move the vehicle if required by the Board. The Board of Directors of the Association, for and on behalf of the Association, is responsible to enforce this restriction on vehicular parking on the streets. Vehicles parked in the restricted areas may be towed away at the vehicle owner's expense, including storage charges.

## 5.6 Motor Vehicles

**5.6.1** No unlicensed vehicles shall be parked, maintained or operated on any portion of

Parklinks except in garages on Lots. This includes all automobiles, trucks, motorcycles and all other vehicles required by law to be licensed with the State of Arizona.

**5.6.2** No commercial truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, motor home, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Common Area or on any street so as to be Visible From Neighboring Property without the prior written approval of the Board. However, a commercial truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, motor home, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked in driveways of Lots or, if space permitting, the designated East or West Cul-de-sac, for purposes of loading, cleaning, or other minimal preparations for no more than seventy-two (72) hours, without prior written approval from the Board.

### 5.7 Towing of Vehicles

The Board shall have the right to have any vehicle parked or stored in violation of the Project Documents towed away at the sole cost and expense of the owner. Any expense incurred by the Board shall be paid to the Association upon demand by the owner of the vehicle. Amounts incurred by the Association for towing of an Owner's vehicle shall be secured by the Assessment lien.

### 5.8 Nuisances

No nuisance shall be permitted to exist or so as to be offensive or detrimental to any other property or to its occupant. Without limiting the generality of the foregoing provisions, no horns, whistles or bells, except fire detection and security devices, shall be located, used or placed anywhere within the Project.

### 5.9 Repairs/Changes of Buildings

No Residential Unit, building, landscaping or other Improvement upon any Lot shall be permitted to fall into disrepair. Each Unit shall at all times be kept in good condition and repair by the Owner. No changes or alternations or additions of any kind shall be permitted unless prior written approval by the Board of Directors is obtained.

### 5.10 Trash Containers and Collection

No garbage, rubbish or trash shall be placed or kept on any Lot except in covered containers. Said containers shall not be maintained so as to be Visible from Neighboring Property except on collection days and then only for the shortest time reasonably necessary to effect such collection. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No incinerators shall be kept or maintained on any Lot.

### 5.11 Clothes Drying Facilities

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained in such a manner as to not be Visible From Neighboring Property.

### 5.12 Encroachment

No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet.

### 5.13 Machinery and Equipment

No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in connection with the use, maintenance or repair of a Residential Unit or other structure as approved by the Board in its sole and absolute discretion.

### 5.14 Restrictions on Further Subdivision

No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot shall be conveyed or transferred by any owner.

### 5.15 Signs

**5.15.1** One residential identification sign may be displayed, provided the color, style and content have been approved in writing by the Board;

**5.15.2** Such signs as may be required by legal proceedings; and,

**5.15.3** One For Sale sign may be displayed, per Lot; provided, however that said sign cannot exceed five (5) feet square and must be set back ten (10) feet from the street

(A) One for Rent sign may be displayed in the front window of a Residential Unit, provided that the said sign cannot exceed twenty (20) inches by twenty (20) inches.

**5.15.4** No other advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb any resident within the Project.

### 5.16 Mineral Exploration

No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind and no derrick or other equipment designed or intended for any such activity shall be erected, placed constructed or maintained on any Lot.

### 5.17 Diseases and Insects

No Owner shall permit any thing or condition to exist upon any property, which could induce, breed or harbor infectious plant diseases or noxious insects.

### 5.18 Common Walls

The rights and duties of Owners of Lots with respect to common walls shall be as follows:

**5.18.1** The Owners of contiguous Lots who have a common wall shall both equally have



the right to use such wall provided that use by one Owner does not interfere with the use and enjoyment by the other Owner;

**5.18.2** If any common wall is damaged or destroyed through the act of any Owner or person for whom the Owner is responsible, it shall be the obligation of such Owner to rebuild and repair the common wall without cost to the other Owner;

**5.18.3** If any common wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, (including ordinary wear and tear and deterioration from lapse of time) then the adjoining Owners shall rebuild or repair the common wall to as good condition as formerly at their joint and equal expense;

**5.18.4** Notwithstanding any other provision of this Section, an Owner who, by his negligent or willful act, causes any common wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements;

**5.18.5** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title;

**5.18.6** In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a common wall shall first obtain the written consent of the adjoining Owners and the Board, provided however, that said permission shall not be required where an Owner is rebuilding a wall identical to one that was previously destroyed. Identical means the same in color, size, location, material, appearance and in all other ways in which it could be distinguished from the previously existing wall;

**5.18.7** If any common wall encroaches upon a Lot or the Common Area, a valid easement for such encroachment and for the maintenance of the common area shall and does exist in favor of the Owners of the Lots which share such common wall.

#### 5.19 Perimeter Walls and Walls Facing the Common Area

A wall on the boundary line of or between a Lot and a Common Area shall be treated as a Common Wall. The Association shall maintain, repair and replace the paint for the side of the wall facing the Common Areas and the side of rear yard walls that face adjoining properties which are not other Lots or Common Areas.

#### 5.20 Outdoor Burning

There shall be no outdoor burning of trash or other debris; provided, however, that the foregoing shall not be deemed to prohibit the use of normal residential barbecues, other similar outside cooking grills or normal residential outside firepits or fireplaces.

#### 5.21 Fuel Tanks

No fuel tanks of any kind shall be erected, placed or maintained on the Property except for propane or similar fuel tanks permitted under the ordinances of the county or municipality having jurisdiction over the Property.

#### 5.22 Window Coverings

No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, or temporary window coverings such as

newspapers or bed sheets shall be installed or placed upon the outside or inside of any windows of any Residential Unit or other structure without the prior written consent of the Board.

#### 5.23 HVAC and Solar Panels

Except as initially installed, no heating, air conditioning, evaporative cooling or solar energy collecting unit or panels shall be placed, constructed or maintained upon any Lot without the prior written approval of the Board.

#### 5.24 Drainage Plan

No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained on any drainage easement as shown on the Plat, and no Residential Unit, structure, building, landscaper, fence, wall or other Improvements shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project or for any Lot as shown on the drainage plans on file with the county or municipality in which the Project is located.

#### 5.25 Garages and Driveways

Garages shall be used only for the parking of vehicles and shall not be used or converted for living without the prior written approval of the Board. Garage doors facing the Common Area streets shall be kept closed at all times other than: (i) the entry or exit of a vehicle, or (if) if an Owner is working in the garage.

#### 5.26 Landscaping and Ground Maintenance

**5.26.1** All grass, hedges, shrubs, vines and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind unless different landscaping improvements are approved by the Board.

**5.26.2** No yard equipment, wood piles or storage areas may be maintained so as to be Visible From Neighboring Property or streets

#### 5.27 Private Pools/Spas

The Owners of Lots may install private pools and/or spas in their backyards provided they each comply with all the permit and construction rules and regulations within and by the City of Mesa. Pools and spas may not be drained into the golf course adjacent to the Project for any reason whatsoever.

#### 5.28 Rule and Regulations

In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the rights to adopt rules and regulations with the respect to all other aspects related to the Association's rights, activities, duties or otherwise affecting the Project, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

## ARTICLE 6 - EASEMENTS

## 6.1 Entrance Road off Southern Avenue

The Association shall maintain the entrance road and its landscaping on that portion owned by Parklinks at Superstition Springs from Southern Avenue in a southerly direction to the security gate of the Parklinks at Superstition Springs subdivision.

## 6.2 Utility Easement

There is hereby created a blanket easement for the benefit of the Project and the adjacent real property upon, across, over and under the Common Area and all other areas in accordance with the recorded final subdivision plat, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas telephone, electricity and a cable television system. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain the necessary facilities and equipment on the Common Area. This easement shall in no way affect any other recorded easements on the Common Area.

## 6.3 Easements for Ingress and Egress

Easements for ingress and egress over the Common Areas are hereby reserved to Owners, their family, guests, tenants and invitees for the purposes reasonably intended only.

## 6.4 Unit Owner's Easements of Enjoyment

**6.4.1** Every Owner shall have a right and easement of enjoyment in and to the Common Area which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: (i) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Area and (ii) The right of the Association to convey the Common Area, or any part thereof, subject the Common Area, or any part thereof, to a mortgage, deed of trust, or other security interest;.

**6.4.2** If a Lot is leased or rented, the lessee and the members of his family residing with the lessee shall have the right to use the Common Area during the term of the lease. Owner shall also have the right to use the Common Area during the term of the lease.

**6.4.3** Persons under the age of eighteen (18) must be accompanied by an Owner, guest, lessee or other person entitled to use the Common Area pursuant to this Declaration and who is over the age of eighteen (18). The Association shall have the right to limit the number of quests and invitees who may use the Common Areas at any one time and may restrict the use of the Common Area by guests and invitees to certain specified times.

**6.4.4** An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from a Lot. Such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

## 6.5 Easement Over Lots in Favor of Association

The Lots, but not the interior of the Residential Units situated thereon, are hereby made

subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors, with prior notification to the Owner or resident:

**6.5.1** For inspection of the Lots in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible;

**6.5.2** For inspection, maintenance, repair and replacement of any Association Maintenance Area situated on or accessible from such Lots;

**6.5.3** For correction of emergency conditions in one or more Lots or casualties to the Common Area or the Lots;

**6.5.4** For the purpose of enabling the Association, the Board, or any other committees appointed by the Board to exercise and discharge their respective rights, powers and duties under the Project Documents or the Master Association Documents;

**6.5.5** For inspection of the Lots in order to verify that the provisions of the Project Documents are being complied with by the Owners, their guests, tenants, invitees and the other occupants of the Lot;

**6.5.6** For the correction of any violation of the Project Documents;

## ARTICLE 7 - MAINTENANCE

### 7.1 Maintenance of Common Area by the Association

The Association shall manage, maintain, repair and replace the Common Areas, and all Improvements located thereon, except for any part of the Common Area with respect to which a governmental entity is obligated to maintain, repair and replace. The City of Mesa is not responsible for the maintenance of, nor will it maintain, any private facilities or private streets within the subdivision. The Board shall in its sole and absolute discretion determine the appropriate standard of maintenance of the Common Area. The Association shall keep the Common Area in good, clean and sanitary condition and repair.

### 7.2 Maintenance of Lots by Association

**7.2.1** The Association shall maintain, repair and replace the plants, trees, bushes and other landscaping improvements (the "Landscaping") situated on the portion of each Lot which is between and in front of the exterior wall of the Residential Unit and any wall or fence separating the side or back yard of the Lot from the front yard of the Lot and the street adjacent to the front yard of the Lot. The Association will not be responsible for maintaining Landscaping located within any patio or courtyard area. The portion of each Lot to be maintained by the Association pursuant to this Subsection shall be referred to in this Declaration as the "Front Yard".

**7.2.2** No Owner or other Person shall install any Landscaping in the Front Yard of any Lot without the Prior written approval of the Board.

**7.2.3** The Association shall not be responsible or obligated for enhancing the quality or

quantity of the Landscaping beyond that initially installed in the Front Yard of the Lots or for repairing or replacing any Landscaping which is covered by a warranty received by the Lot Owner, but the Association shall have the right to make such modifications to the Landscaping as the Association deems appropriate from time to time.

**7.2.4** Notwithstanding any other provision of the Section 7.2 to the contrary, if the need for maintenance, repair or replacement of any portion of the Landscaping in the Front Yard of a Lot or the sprinkler system or watering system pertaining to the Landscaping in the Front Yard of a Lot is caused by the willful or negligent act of any Owner, his family, tenants, guests or invitees, the cost of such maintenance, repair or replacement shall be charged to and payable by such Owner to the Association within ten (10) days after demand therefore is made by the Association. Any amounts payable by an Owner to the Association pursuant to this Subsection shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided in this Declaration for the collection and enforcement of Assessments.

### 7.3 Exterior Maintenance

**7.3.1** The Association shall provide exterior maintenance upon the Common Areas and each Lot which is subject to assessment hereunder, as follows: (i) The Association shall paint exterior of building surfaces and yard fences; (ii) Except as provided in (i) immediately hereinabove, the Association shall not be responsible for the installation, maintenance, repair or replacement of roofs, exterior walls or landscaping within the boundaries of the fenced in patios and yards on each Lot nor for the installation, maintenance, repair or replacement of glass surfaces. Any amounts incurred by the Association pursuant to the subsections of Section 7.3 shall be secured by the Assessment lien.

**7.3.2** The cost of the exterior painting for which the Association is responsible shall be assessed uniformly to all Owners.

**7.3.3** The cost of any exterior painting which results from the negligence or willfulness of an Owner, or Owner's guest, shall be added to such Owner's regular monthly assessment and shall be secured by the Assessment lien and the personal obligation of such Owner and shall become due and payable as provided for in this Declaration.

**7.3.4** For the purpose solely of performing the exterior painting authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

### 7.4 Interior and Other Maintenance

Each Owner shall be responsible for the upkeep and maintenance of the interior of his townhome and for the maintenance repair and replacement of townhome roofs, exterior walls (except painting), individual patios, window, private yards and landscaping within the private yard and lot lines. All fixtures, and equipment installed within the private yard boundary, lot line or townhome, including utility lines, pipes, wires, conduits and other systems shall be maintained and kept in repair by the Owner thereof. Pest control shall be the responsibility of the Owner. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhomes or their owners.

### 7.5 Maintenance of Drainage Facilities

As part of the drainage plan for the Project, certain drainage pipes and facilities will be installed under or upon the Lots and the Common Area. Regardless of whether such pipes and facilities are located on a Lot or upon Common Area, the Association shall be responsible for maintaining, repairing and replacing all such drainage pipes and facilities.

### 7.6 Maintenance of Lots by Owners

Except for any part of a Lot which is to be maintained by the Association pursuant to this Declaration, each Owner shall maintain, repair and replace his Lot and the Residential Unit and all other Improvements situated thereon, in a manner consistent with the Maintenance standard established by the Board in its sole and absolute discretion.

### 7.7 Interference with Maintenance Activities of Association

No Owner or other Person shall in any way damage or destroy any Association Maintenance Area or interfere with the activities of the Association in connection therewith. Any expense incurred by the Association by reason of any such act by any Person shall be paid by such Person, upon demand, to the Association, and, in the case of an Owner, such amount shall be secured by the Assessment Lien, and the Association may enforce collection of any such amounts in the same manner as provided in this Declaration for the collection and enforcement of Assessments.

### 7.8 Nonperformance by Owners

If any Owner fails to maintain any portion of his Lot, or the Improvements located thereon, which the Owner is obligated to maintain under this Declaration, the Association shall have the right, but not the obligation, to enter upon such owner's Lot to perform the maintenance and repairs not performed by the Owner, and the cost of any such work performed by or at the request of the Association shall be paid for by the Owner of the Lot, upon demand by the Association, and such amounts shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

### 7.9 Payment of Utility Charges

Each Lot shall be separately metered for water, sewer and electrical service and all charges for such service shall be the sole obligation and responsibility of the Owner of each Lot. The cost of water, sewer and electrical service to the Common Area shall be a common expense of the Association and shall be included in the budget of the Association.

## ARTICLE 8 INSURANCE AND CASUALTY LOSSES

### 8.1 Insurance Obtained by Association

The Association shall maintain, to the extent reasonably available, the following insurance coverage:

**8.1.1** Property insurance on the Common Area and all of the Residential Units in Parklinks at Superstition Springs insuring against all risk of direct physical loss, insured

against in an amount equal to the minimum insurable replacement value of the Common Area and the structures, as determined by the Board; provided however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy (this insurance does not cover the contents of the Residential Units);

**8.1.2** Comprehensive general liability insurance, including medical payments insurance in an amount determined by the Board, but not less than \$1,000,000.00. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Association Maintenance Area, and shall also include hired automobile and non-owned automobile coverage's with the cost liability endorsements to cover liabilities of the Owners as a group to an Owner and provide coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party;

**8.1.3** Worker's compensation insurance, if necessary, to the extent necessary to meet the requirements of the laws of Arizona;

**8.1.4** Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners;

**8.1.5** The insurance policies purchased by the Association shall to the extent reasonably available, contain the following provisions: (i) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household; (ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy; (iii) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgages or beneficiaries under deeds of trust; (iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners; (v) The Association shall be named as the Insured; (vi) For policies of hazard insurance, a standard Mortgagee clause providing that the insurance carrier shall notify the first Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy;

**8.1.6** "Agreed Amount" and "Inflation Guard" endorsements.

## 8.2 Certificates of Insurance

An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgage or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgage or beneficiary under a deed of trust to whom the certificate of insurance have been issued.

## 8.3 Payment of Premiums

The premiums for any insurance obtained by the Association pursuant to this Article

shall be included in the budget of the Association and shall be paid by the Association.

#### 8.4 Owners' Responsibility for Insurance

Each Owner shall be responsible for insuring the contents of their Residential Unit.

#### 8.5 Payment of Insurance Proceeds

With respect to any loss to the Common Area or Residential Units covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any Mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 8.6 of this Article, the proceeds shall be disbursed for the repair or restoration of the damaged property.

#### 8.6 Repair and Replacement of Damaged or Destroyed Common Area or Residential Units

Any portion of the Common Area or Residential Units damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire Common Area or Residential Units is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds may either be distributed to the Owners on the basis of an equal share for each Lot or retained by the Association as an additional capital reserve.

#### 8.7 Golf Course Activity Liability

Owners within the Project hereby acknowledge that they reside next to an existing golf course. Owners hereby waive any and all claims against said golf course and agree not to pursue said claims resulting from accidentally errant golf shots by golf course players. However, the players are responsible for any and all damages caused by their errant golf shots.

### ARTICLE 9 GENERAL PROVISIONS

#### 9.1 Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the affirmative vote or written consent of Members representing seventy-five percent (75%) of the votes of the Association, except for: (i) actions brought by the Association to enforce the provisions of this Declaration including, but not limited to, actions to collect delinquent assessments or foreclose the Assessment Lien; (ii) defend counterclaims brought by the Association; or (iii) proceedings involving challenges by the Association to *ad valorem* taxation of the Common Area



## 9.2 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

## 9.3 Duration

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

## 9.4 Amendment

**9.4.1** This Declaration may only be amended by the written approval of Owners representing not less than fifty-one percent (51%) of the Lots in the Association, by a vote of fifty-one percent (51%) of voting members voting in person or by absentee ballot.

**9.4.2** The Board may amend this Declaration or the Plat, without obtaining the approval or consent of any Owner or First Mortgagee, in order to conform this Declaration or the Plat to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state, or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law.

**9.4.3** Any amendment approved pursuant to Subsection 9.4.1 of this Declaration or by the Board pursuant to Subsection 9.4.2 of this Declaration shall be signed by the President or Vice President of the Association and shall be recorded with the County Recorder of Maricopa County, Arizona. Any such amendment shall certify that the amendment has been approved as required by this Section.

## 9.5 Violations and Nuisance

Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by, the Association or any Owner.

## 9.6 Violation of Law

Any violation of any federal, state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration subject to any or all of the enforcement procedures set forth herein.

## 9.7 Remedies Cumulative

Each remedy provided herein is cumulative and not exclusive.

## 9.8 Delivery of Notices and Documents

Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association to the address filed with the Maricopa County Recorder pursuant to A.R.S. § 33-1807(J); if to an Owner, to the address of his Lot or to any other address last furnished by the Owner to

the Association; provided, however, that any such address may be changed at any time by the Owner by providing written notice of change of address to the Association.

#### 9.9 Condemnation of Common Area

If all or any part of the Common Area is taken or condemned, or conveyed in lieu of or under threat of such condemnation by the Board with the written consent or affirmative vote of Owners representing at least eighty percent (80%) of the votes in the Association, by any authority having the power of condemnation of eminent domain, the award or other compensation paid as a result of such taking or conveyance shall be paid to the Association. If the taking involves a portion of the Common Area upon which Improvements have been constructed, then the Association shall restore or replace such Improvements so taken on the remaining Common area to the extent land is available for such construction unless within sixty (60) days after such taking the Owners having at least eighty percent (80%) of the votes in the Association, by written consent or affirmative vote, or a combination thereof, instruct the Board not to rebuild or replace such Improvements. If such Improvements are to be repaired or restored, then the Association shall be entitled to use the award or other compensation made for such taking solely for the purpose of such repair or restoration. If the taking does not involve any Improvements on the Common Area or if the Owners representing more than eighty percent (80%) of the votes in the Association decide not to repair or restore any Improvements taken by condemnation or if there are any net funds remaining after such restoration or replacement is completed, then such awarded net funds may either be disbursed by the Association to the Owners with an equal share being disbursed to each Lot or retain such funds as additional operating or capital reserves.

#### 9.10 Gender

The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision of this Declaration apply whether to corporations or individuals, men or women, shall in all cases be assumed as through in each case fully expressed.

#### 9.11 Topic Headings

The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or this declaration.

#### 9.12 Survival of Liability

The termination of membership in the Association shall not relieve or release any such former Member from any liability or obligation incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former Member arising out of, or in any way connected with such membership and the covenants and obligations incident thereto.

#### 9.13 Construction

In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or Association Rules, the provisions of this Declaration shall prevail.

#### 9.14 Joint and Several Liability

In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by this Declaration shall be joint and several.

#### 9.15 Attorney's Fees

In the event the Association employs an attorney to enforce any provision of this Declaration or the Project Documents, the Association shall be entitled to its reasonable attorneys' fees, whether or not a lawsuit is filed. The amounts incurred shall be secured by the Assessment lien.

#### 9.16 Variances

The Board may, at its sole option and in extenuating circumstances, grant variances from the restrictions set forth in Article 5 of this Declaration if the Board determines, in its sole discretion: (i.) That either (a) enforcement of a particular restriction would create a substantial hardship or burden on an Owner or the Association, or (b) a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete; and, (ii) That the activity permitted under the variance will not have any substantial adverse effect on other Owners within the Project and is consistent with the high quality of life intended for residents of the Project.

IN WITNESS WHEREOF, pursuant to Article 9.4, Section 9.4.3 of the CC&Rs, the undersigned President of Parklinks at Superstition Springs Homeowners Association certifies that this Declaration was approved by the written approval or affirmative vote of Owners representing not less than sixty-seven percent (67%) votes in the Association.

PARKLINKS AT SUPERSTITION SPRINGS

By: \_\_\_\_\_  
Richard Berger, Its President

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, President of Parklinks at Superstition Springs Homeowners Association, an Arizona nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Lots 1-85, Parklinks at Superstition Springs, according to the Plat of Record recorded in Book 407, Page 42 of the records of Maricopa County, Arizona

and

Tracts A through F inclusive of Parklinks at Superstition Springs, according to the Plat of Record recorded in Book 407, Page 42 of the records of Maricopa County, Arizona

# FINAL PLAT OF PARKLINKS AT SUPERSTITION SPRINGS

A SUBDIVISION  
LYING IN THE NORTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN  
MARICOP COUNTY, ARIZONA

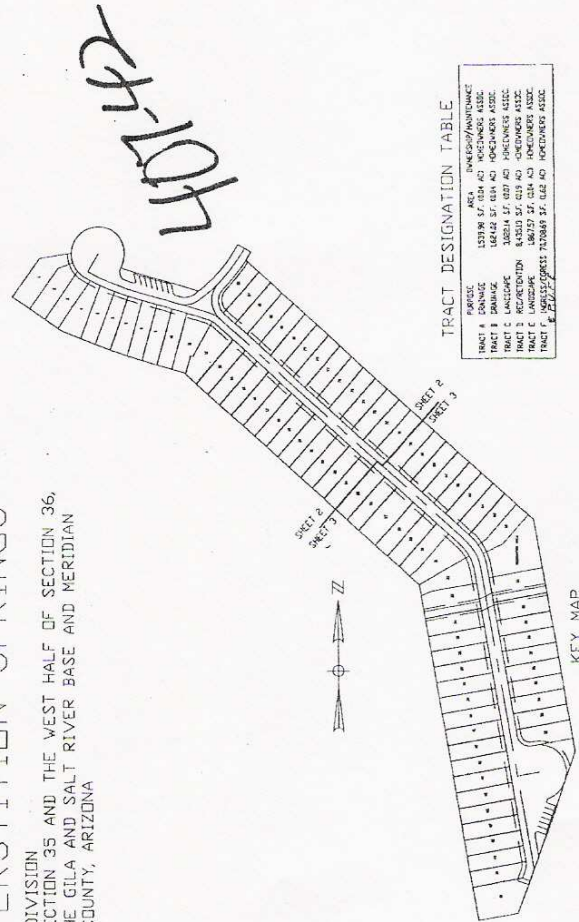
DEDICATION:  
STATE OF ARIZONA  
COUNTY OF MARICOPA

ANY PERSON WHO HAS INTEREST IN ANY INTERESTS COVERED BY THIS INSTRUMENT, HEREBY NOTICE TO TAKE NOTICE THAT THE UNDERSIGNED NOTARY PUBLIC AND ACKNOWLEDGED HIMSELF TO BE THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE AS SUCH OFFICER EXECUTED THIS INSTRUMENT FOR THE PARTIES HEREIN COMPAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES 11/15/2012 NOTARY PUBLIC Richard L. A. ...

NOTES:

1. PROPERTY PLATTED HEREON IS LIMITED TO UTILITIES AND VEHICULAR USE OR
2. CONSTRUCTION SHALL BE LIMITED TO UTILITIES AND VEHICULAR USE OR
3. CONSTRUCTION SHALL BE LIMITED TO UTILITIES AND VEHICULAR USE OR
4. CONSTRUCTION SHALL BE LIMITED TO UTILITIES AND VEHICULAR USE OR
5. CONSTRUCTION SHALL BE LIMITED TO UTILITIES AND VEHICULAR USE OR
6. CONSTRUCTION SHALL BE LIMITED TO UTILITIES AND VEHICULAR USE OR
7. CONSTRUCTION SHALL BE LIMITED TO UTILITIES AND VEHICULAR USE OR



**TRACT DESIGNATION TABLE**

TRACT #	PURPOSE	AREA	DIMENSIONS
TRACT 1	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 2	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 3	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 4	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 5	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 6	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 7	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 8	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 9	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 10	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 11	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 12	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 13	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 14	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 15	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 16	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
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TRACT 18	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 19	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 20	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
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TRACT 29	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 30	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
TRACT 31	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"
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TRACT 100	RESIDENCE	1,538.00 SQ. FEET	40' X 38' 0"

**LEGEND:**  
 SUBDIVISION BOUNDARY  
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 TANGENT TO CURVE UNLESS OTHERWISE NOTED  
 SET SURVEY MARKER PER P.A.S. STANDARD  
 RIGHT OF WAY CORNER OR "WIDE" OF ALIGNMENT  
 PUBLIC UTILITY AND FACILITIES EASEMENT  
 VEHICULAR NON-ACCESS EASEMENT  
 BUILDING SETBACK LINE  
 LANDSCAPE EASEMENT  
 DRIVEWAY EASEMENT

**APPROVALS:**  
 APPROVED BY THE WATER AND CITY COUNCIL OF THE CITY OF MESA  
 ARIZONA ON THIS 10th DAY OF November 2012  
 BY: [Signature] ATTEST: [Signature]  
 CITY CLERK CITY CLERK  
 UPRON THE CERTIFICATE OF THE WATER AND CITY COUNCIL OF THE CITY OF MESA, ARIZONA  
 IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE  
 WITH ARIZONA CODE

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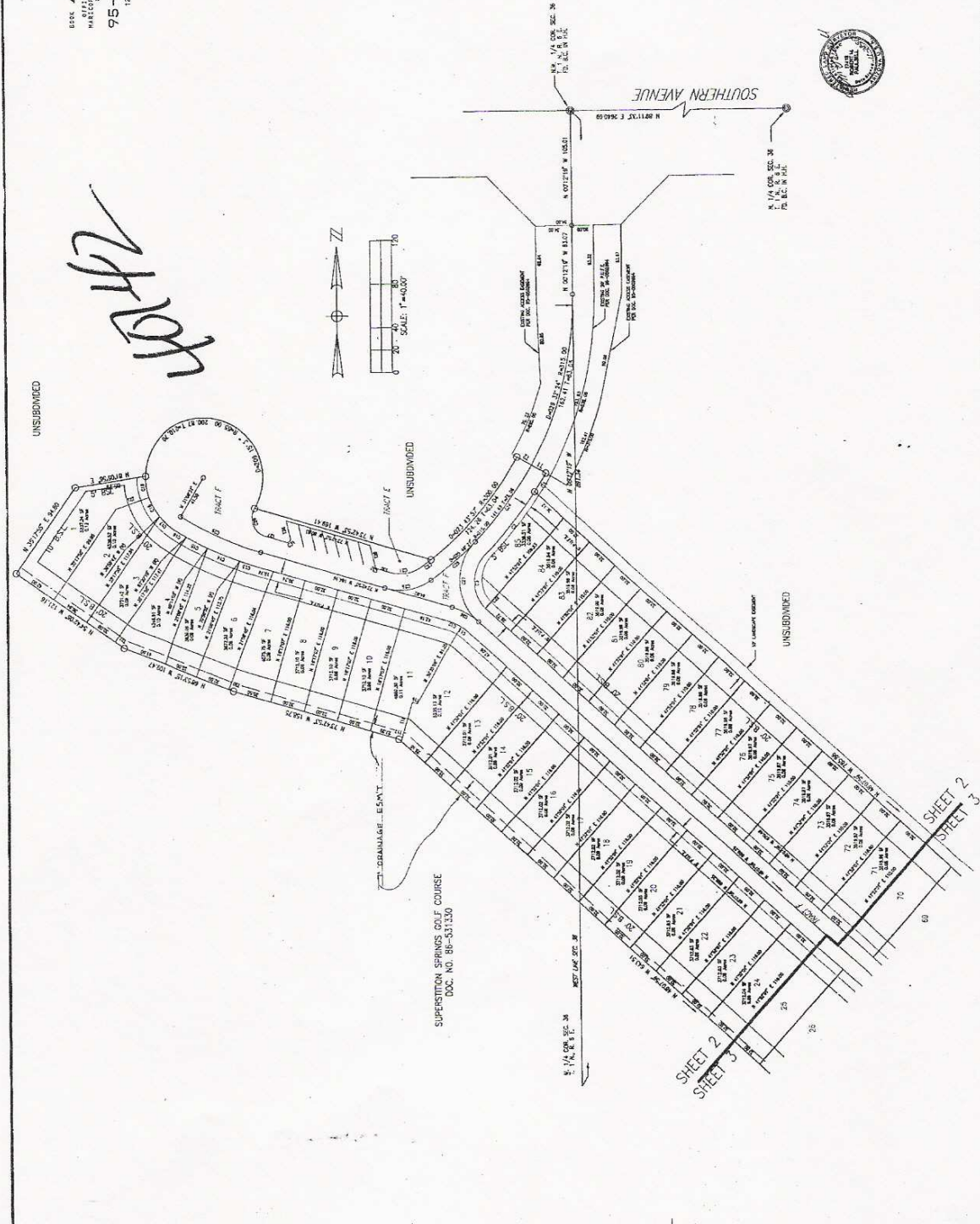
**DATE OF PREPARATION:**  
10/20/12



BOOK 407 PAGE 42  
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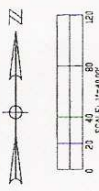
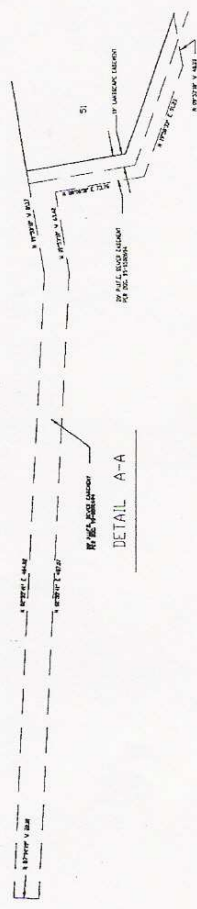
FINAL PLAT  
OF  
PARKLINKS AT  
SUPERSTITION SPRINGS  
SHEET 2 OF 3

ARIZONA LAND SURVEYING  
PROFESSIONAL  
SURVEYOR  
PARKLINKS AT SUPERSTITION SPRINGS

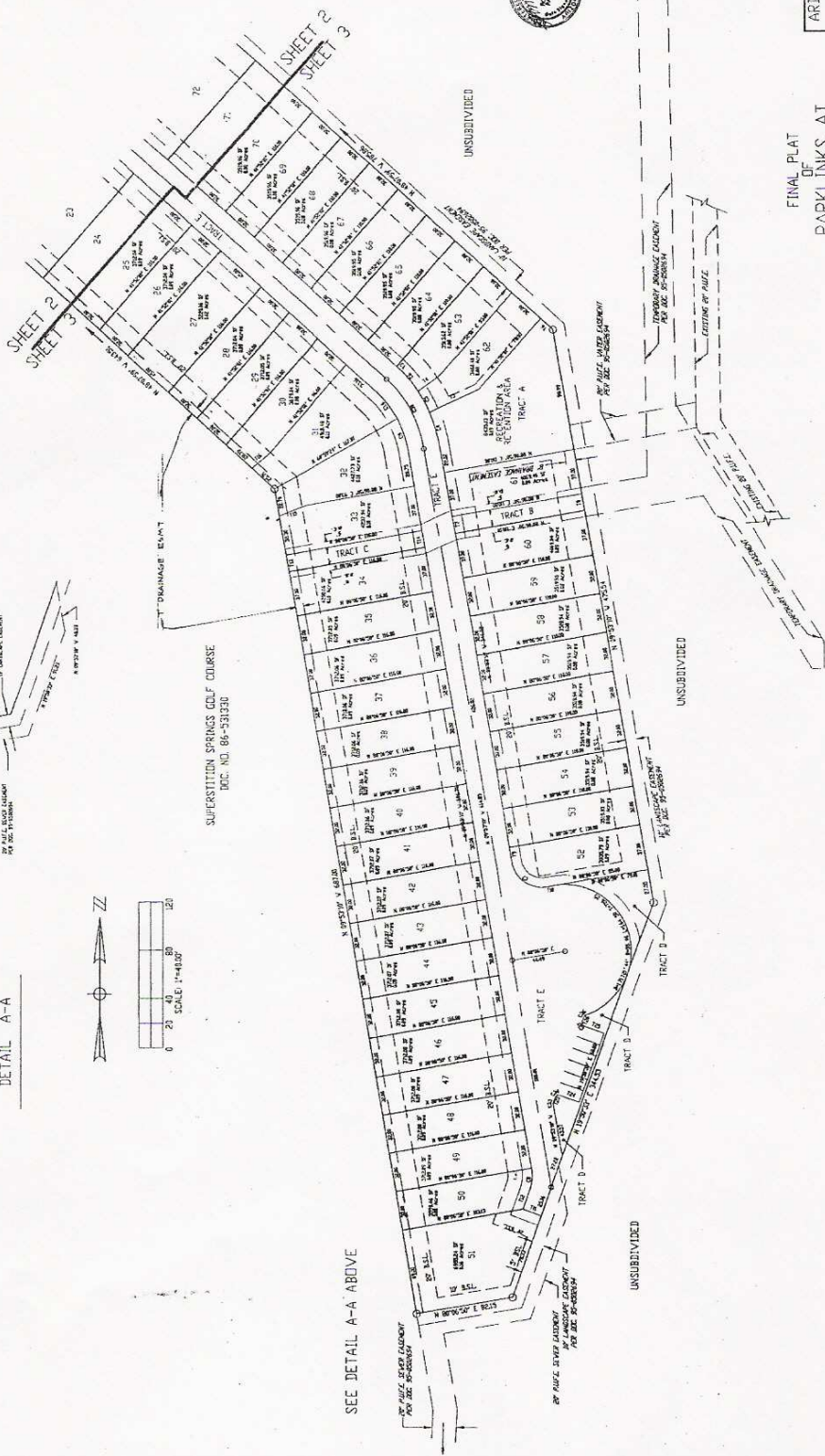
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BOOK 407 PAGE 42  
OFFICIAL RECORDS OF  
ARIZONA LAND SURVEYING  
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407-42



SUPERSTITION SPRINGS GOLF COURSE  
DEC. NO. 84-59393



SEE DETAIL A-A ABOVE

FINAL PLAN  
OF  
PARKLINKS AT  
SUPERSTITION SPRINGS  
SHEET 3 OF 3

ARIZONA LAND SURVEYING  
REGISTERED PROFESSIONAL  
FINAL PLAN  
OF  
PARKLINKS AT SUPERSTITION SPRINGS