

When recorded return to:  
Continental Country Club  
2380 N. Oakmont Dr  
Flagstaff AZ 86004

## AMENDED AND UNIFIED DECLARATION OF RESTRICTIONS CONTINENTAL COUNTRY CLUB

WHEREAS, it is recognized that the lands in Flagstaff, Arizona, evince a natural beauty and attractiveness;

WHEREAS, the real property hereinafter described as a part of Continental Country Club & Estates development which has been planned by Continental Homes, Inc., an Ohio corporation (hereinafter referred to as "Developer") with the design to carry out a general scheme of improvement and development which will complement and enhance this natural beauty; and

WHEREAS, this Declaration is intended to guide the further development and use of Continental Country Club and Estates so that it will continue to be in harmony with and appear indigenous to its natural surroundings;

WHEREAS, Continental Country Club and Estates, an Arizona non-profit corporation ("Association"), by and through its members, wishes to consolidate the Declarations of Restrictions for various subdivisions within Continental Country Club and Estates;

NOW, THEREFORE, the Association, by the approval of its members as required by the Declarations of Restrictions, hereby amends and restates in their entirety the Declarations of Restrictions set forth in Exhibit A attached hereto, and governs the Subdivisions set forth in Exhibit B attached hereto. Additionally, by recording this Amended and Unified Declaration of Restrictions, the Association hereby consolidates and replaces all of the prior recorded Amended and Unified Declarations of Restrictions listed in Exhibit D attached hereto.

Furthermore, to establish a general uniform plan for the nature of the use and enjoyment thereof, the Association hereby declares the following express covenants, restrictions, reservations and conditions shall attach to all of said Lots and shall constitute covenants running with the land for the mutual benefit and protection of the Developer and all subsequent Grantees of said Lots:

1. As used herein, unless the context otherwise requires:
  - a) "Articles" and "Bylaws" mean Articles of Incorporation and Bylaws of the Association as amended from time to time;
  - b) "Association" means Continental Country Club and Estates, an Arizona non-profit corporation, its successors and assigns;

- c) "Board" means the Board of Directors Of the Association;
- d) "Developer" means Continental Homes, Inc., an Ohio corporation or any successor to all or substantially all of the interests of said corporation in the Development;
- e) "Development" means the Continental Country Club and Estates Development as designated and modified by the Developer from time to time which now consists of the Subdivision;
- f) "Lot" and "said Lot" and the plurals thereof mean numbered lots in the Subdivision (all Tracts being specifically excluded from these Restrictions);
- g) "Member" means a social member of the Association;
- h) "Owner" or "Owners" means the holder of fee title to any Lot, any purchaser under an agreement of sale or contract of purchase, and the beneficiary of any trust owning or purchasing any of said Lots, but excludes those having an interest merely as security for the performance of an obligation;
- i) "Subdivision" or "Subdivisions" mean all subdivisions included within this Declaration, as set forth in Exhibit B attached hereto.

2. Said Lots are hereby restricted to single family dwellings for residential use only by one family. No trade or business may be conducted on any Lot, except that an Owner or other resident of a Lot may conduct a business activity upon the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Lot; (ii) the business is conducted inside the house, (iii) the business employs only residents of the home (iv) nothing is done to alter the residential appearance of the home, (v) no mechanical equipment is used in the production or manufacturing of any product; any equipment used shall be of a type normally used for a domestic hobby, (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Property; (iii) the business activity does not involve persons coming onto the Lot, the door-to-door solicitation of Owners or other residents in the Property, nor shall there be any deliveries or outside services beyond those normal to residential use, (iv) the business complies with all of the City of Flagstaff ordinances for operating a home business and (v) the business activity is consistent with the residential character of the Property and does not constitute nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board. Furthermore, no advertising or directional signs may be placed upon the Lot or any portion of the Common areas regarding the business activity. The terms "business" and "trade" as used in this section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing 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, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. The leasing of a Lot by the Owner thereof shall not be considered a trade or business within the meaning of this section. All buildings or structures erected upon the Properties shall be of new construction and no building or structure shall be moved from

other locations onto the Properties. All structures on any lot shall be approved by the Architectural Committee in accordance with the provisions contained within this document. No structures of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any portion of the Properties at any time as a residence, either temporarily or permanently.

- a) Businesses operated from the home shall not include barber shops, beauty parlors, veterinary offices, medical or dental offices, real estate offices, day care centers, motor vehicle repairs or brokering or any similar type activities.

3. No person or entity shall commence or maintain any improvements of any nature upon any of said Lots, including without limitation, excavation, site preparation, tree removal, demolition of existing improvements, landscaping, fences, walkways, roadways, driveways, signs, exterior lights, foundations, exterior painting regardless of whether the existing color had been previously approved, walls or buildings of any nature either temporary or permanent, or any alterations or additions to the exterior of any improvements previously approved by the Association without the prior written approval of the Architectural Committee and the Board of Directors, unless the Board gives the Architectural Committee the power to make the final decision for specific types of improvements or alterations (in which case, the written approval of the Architectural Committee only shall be required). If the Board of Directors does not appoint an Architectural Committee, all powers of the Architectural Committee set forth in this Declaration are to be exercised by the Board. The Architectural Committee shall have the power to establish Architectural Guidelines setting forth guidelines for construction on the Lots. However, any such Architectural Guidelines must be approved by the Board of Directors before they become effective. All plans shall be submitted in writing to the Architectural Committee, and shall include the plans and specifications of the proposed improvement showing the nature, kind, shape, height, materials, color, location and any other material attributes of the proposed improvements. If the Architectural Committee approves the improvements, in its sole and absolute discretion, it shall deliver such approval to the Board of Directors (unless the Board has directed the Architectural Committee to make the final decision as to the specific type of improvement), who shall make the final determination and provide the approval or disapproval to the Owner in writing. Approval by the Architectural Committee and the Board of Directors is limited solely to such written approval and may not be given orally, by any other writing, or by implication or waiver. Approval of one (1) set of plans and specifications for a particular lot shall not be deemed to constitute approval of the same or similar plans and specifications, or any other or different plans and specifications for another lot. The rights in said Lots which are conveyed to grantees shall be subject to the following restrictions at all times; in no event shall the Architectural Committee or the Board of Directors approve any buildings or improvements, nor shall any buildings or improvements be constructed or maintained upon any of said Lots which violate any of the following restrictions:

- a) All buildings or structures erected on said Lots shall be of new construction, and no building or structure shall be moved or removed from other locations onto said premises. Upon commencement of construction, the Owner shall proceed with reasonable dispatch and due diligence to complete any dwelling or structure. Not more than one single family structure may be erected on any individual Lot; provided, however, said structure may contain guest and servant quarters together with an attached private garage or carport. No outbuildings shall be erected, placed or maintained on any Lot. Every residential structure hereinafter constructed shall have a fully enclosed floor area devoted to living purposes, exclusive of porches, terraces and

garages of not less than 1,000 square feet, with the exception of Marina del Lago and Woodridge where, in accordance with the original Declarations for the respective communities, the enclosed floor area shall be 2,500 square feet and 1,500 square feet respectively. "Floor area" shall mean all of that area which has a ceiling height of not less than 6 feet 6 inches. All structures must include at least one standard size single carport or garage.

- b) All colors and outside lights and lighting fixtures shall be indigenous to the natural surroundings and shall be subject to the Architectural Guidelines adopted by the Architectural Committee.
- c) No building or structure shall be erected, placed or maintained on any lot nearer than the distances stated in the below chart. This chart is developed from the setback requirements set forth in the original Declarations. The setback requirements herein provided may be waived by delivery of the Architectural Committee of a recordable certificate to a petitioning Owner, wherein the Association makes a finding that the setback requirements would create an undue hardship, or where a variation thereof would be in the best interest of the Owner and the subdivision as a whole.

Subdivision	Distance to street	Distance to Golf/open space	Distance to rear line	Distance to Side line	Minimum separation between houses
Continental Unit I	20	25	20	10	20
Continental Unit II	20	25	20	10	20
Elk Run	20	25	20	10	20
Evergreen	20	25	20	10	20
Marina del Lago	25	25	20(1)	15	30
Morningstar	20	25	20	10	20
Lakeside Acres I	25	25	25	25	32
Lakeside Acres II	20	25	-	-	20
Lakeside Acres III	20	25	-	-	20
Sunridge	20	25	20	8	20
Woodridge	25		25	10 (2)	20 (2)

Notes: (1) Original Declaration read distance to water.

(2) No distance specified in original Declaration.

- d) No structure shall be erected, placed or maintained at a height greater than the height in the chart below, set forth in feet, which is based on the height requirements set forth in the original Declarations. The height requirements herein provided may be waived by delivery of the Architectural Committee, of a recordable certificate to a petitioning Owner, wherein the Association makes a finding that the setback requirements would create an undue hardship, or where a variation thereof would be in the best interest of the Owner and the subdivision as a whole.

Subdivision	House on golf course	House not on golf course	Allowable waiver house on golf course	Allowable waiver house not on golf course
Continental Unit I	20	28	28	32
Continental Unit II	20	28	28	32
Elk Run	20	28	28	32
Evergreen	20	28	28	32
Marina del Lago	35	35	-	-
Morningstar	20	28	28	32
Lakeside Acres I	28	28	28	32
Lakeside Acres II	20	28	28	32
Lakeside Acres III	20	28	28	32
Sunridge	20	28	28	32
Woodridge	(1)	(1)	(1)	(1)

## Notes:

(1) No height restrictions in original declaration. However, owners must follow city codes.

- e) No temporary structure of any nature shall at any time be placed upon or stored on any of said Lots; provided, however, that (i) the Architectural Committee may grant permission to maintain a temporary structure upon a designated Lot to be used in connection with the construction of an approved house for a period not exceeding four (4) months. An owner may petition the Architectural Committee for an additional four (4) months, which the Architectural Committee may grant in its sole discretion.
- f) Solid Fences, walls and hedges around the perimeter of the lot will not be permitted under ordinary circumstances, and in no event shall a fence, wall or hedge be erected, installed or maintained nearer than 25 feet of any property line bordering on a golf course property as designated by the Association. As regulated by the rules and regulations, the following fencing may be approved by the Architectural Committee:
- i. Split rail fences for landscape purposes.
  - ii. Privacy fences for purposes such as: dog run, private courtyards and storage.
  - iii. Privacy screens as detached landscape features to block or screen views.
  - iv. Ornamental wrought iron fences, if consistent with other landscape features. All other types of metal fences, such as chain link or wire, are prohibited.
- g) No tree greater than three (3) inches in diameter may be removed at any time from any Lot without the written approval (i) of the Board, or (ii) in connection with the approval of improvements to be placed upon the Lot. Approval for removal may be made conditional upon the planting of replacement trees upon the Lot or in some other area of the Development or surrounding area designated by the Architectural Committee.

4. None of said Lots shall be subdivided into smaller lots, and no portion of any of said Lots or any easement or other interest therein shall be conveyed, leased or otherwise disposed of without the prior written approval of the Association. The ownership of two or more adjacent Lots shall, with the written approval of the Association, be deemed to constitute a single Lot for the purposes of these restrictions.
5. Due to the large number of trees in this subdivision and the possibility of forest fires and damage by Bark Beetles from time to time, each of the Owners of said Lots shall at all times maintain his entire Lot cleared of hazardous vegetable growth, dead wood, and other flammable or host materials. Additionally:
  - a) All buildings upon said Lot shall have not less than two garden hose outlets with adequate hoses so as to permit a stream of water to be directed at all sides and the roof of said building and all trees and other structures upon such Lot;
  - b) Each Owner shall own and maintain a sufficient number of fire extinguishers to adequately protect the improvements upon the Lot;
  - c) No Owner shall maintain any flammable materials or otherwise use his Lot in a manner which would create a fire danger to any of said Lots;
  - d) Each Owner shall be bound by all fire protection rules and regulations issued by the Developer or Association; upon said Lots.
  - e) Spark arrestors shall be installed and maintained at all times on all chimneys upon said Lots.
6. No animals or fowl of any kind shall be raised, bred, or kept on any of said Lots; provided, however, that ordinary domestic dogs, cats and birds will be permitted so long as (a) such pets are kept within the boundaries of the Lot of their owner and do not offend or annoy other Lot owners or people working or playing on the golf course, (b) such pets are not kept, bred or maintained for any commercial purpose, and (c) no kennels, pens or similar structures or enclosures are constructed or maintained upon any of said Lots other than those approved by the Architectural Committee. Horses are permitted on Lakeside Acres Unit I on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 43, 44, 45, 46, 106, 107, 108, pursuant to the original Declaration, upon which from 1 to 3 horses may be maintained, housed, or otherwise accompanied pursuant to the following limitations:
  1. Horses must be contained in a specific area not to exceed 50' x 100', the location of such area must first be approved by the Architectural Committee and may not vary without written permission of the Architectural Committee.
  2. In no case shall the corral and/or stabling facilities be closer than 100 feet from any residential structure, nor closer than 50 feet from adjacent property.
  3. All food products, including but not limited to, hay, must be housed in a suitable structure approved by the Architectural Committee.The number of horses (up to 3) permitted on said lots shall depend on the accommodations provided, said accommodations and the number of horses they shall contain shall be governed by the Architectural Committee and said Committee shall not unreasonably withhold permission or approvals.
7. No advertising signs, billboards, or objects determined to be unsightly by the Architectural Committee shall be erected, placed or permitted to stand upon any of said Lots; provided that

- (a) a person desiring to sell, rent or lease a Lot or house may place one sign indicating property availability upon said Lot which shall not exceed an area of four (4) square feet. Signs stating the name and address of the owner shall not require approval pursuant to the Architectural Committee, provided that such signs shall be made of wood or some equally permanent material, shall not be self illuminated, luminescent or fluorescent, shall not exceed an area of two (2) square feet, and shall be attached to the home. Political, garage sale and other such signs shall be regulated by the rules and regulations adopted by the Board.
8. No outside speakers, amplifiers or other sound producing equipment shall be permitted to be installed or maintained on any Lot. No radio antenna shall be permitted to be installed or maintained on the exterior of any dwelling or structure or other improvement. Television antenna and satellite dishes and other antennas controlled by the Federal Communications Commission shall be installed and maintained only pursuant to rules and regulations adopted by the Board. No open fires or burning shall be permitted on any Lot and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use in customary fashion of outdoor barbeques or grills or outdoor fireplaces, unless such use is prevented or restricted by fire protection rules or regulations.
  9. No tanks of any kind, elevated above the surface of the ground or visible in any manner, shall be erected, placed or permitted on any of said Lots. No exterior clothesline equipment shall be permitted on any of said Lots. All rubbish, trash or garbage shall be kept in airtight containers and not allowed to accumulate on any of said Lots. Woodpiles, service yards, and said rubbish, trash or garbage containers shall be kept screened by adequate planting so as to conceal them from view of streets and of neighboring parcels, including the golf course or any other recreation areas. Incineration of rubbish, trash, garbage or vegetation shall not be permitted.
  10. No recreational vehicles, house trailer, horse trailer (other than on the Lots specified in paragraph 6), utility/work trailer, recreational vehicle trailer (jet ski, snowmobile or similar), mobile home, motorized motor home camper, camper truck, tent, boat or bus, or vehicles or trailers used for similar activities shall at any time be placed upon, stored or lived in, on any of said Lots nor on any street adjacent to any of said Lots; vehicles of the nature listed above may be kept on a Lot for a period of seventy-two (72) hours in any fourteen (14) day period in order to perform maintenance or cleaning of the vehicle.
    - a) Automobiles, trucks and other vehicles used in day-to-day transportation shall be parked in the garage, carport, driveway, or designated hard all-weather parking surface approved by the Architectural Control Committee. Such vehicles shall not be parked at any other location upon the lot.
  11. No obnoxious or offensive activity may be carried on or permitted on any of said Lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood including without limitation annoying or offensive sounds or odors. No hazardous activities shall be conducted upon any of said Lots, nor shall any improvements which are unsafe or hazardous to any person or property be permitted. None of said Lots shall be used for any business, professional, commercial, religious or institution purpose except as specifically provided herein.
  12. No boarders or renters of a portion of any of said lots shall be permitted, but an entire lot, together with the improvements thereon, may be rented only to a single family.

13. Each Owner shall maintain the premises and exterior of the improvements on his lot in a manner satisfactory to rules and regulations for this purpose promulgated by the Association. Additionally:
- a) Natural, earth-tone, indigenous colors are encouraged for all exterior colors. Colors should be subdued and muted. Exterior colors shall be approved prior to commencement of work.
  - b) Natural landscape and xeriscape are encouraged. Suitable ground covers include: grass, decorative/landscape rocks, native grass, and similar materials. Weeds are not permitted. Dead or dormant natural grasses and wildflowers must be cut in the fall.
  - c) Lots shall be maintained clear of litter, trash, construction materials, miscellaneous materials, storage of equipment such as lawn mowers, snow blowers and clothes lines unless adequately screened as provided for in paragraph 3.
  - d) Roof and side mounted mechanical equipment including heating, air conditioning and evaporative coolers is prohibited. Units mounted on the ground shall be screened from view from the street.
14. In the event of any violation or breach of, or any default under these Restrictions or the Architectural Guidelines or Rules and Regulations of the Association, any one or more of the following remedies (as may be applicable) shall be available.
- a) In the event of any violation or breach of, or default under, Paragraph 5 of these Restrictions pertaining to fire danger which poses danger or hazard to any other Owners of said Lots or their property, the Association or any Owner of one or more of said Lots shall have the right to go upon such Lot without notice and take such action as may be necessary to alleviate such dangerous or hazardous condition, and any expenses thereby incurred by the Association shall become a lien upon such Lot which may be foreclosed in the manner provided for in Paragraph 17 hereof.
  - b) For any other violations or breach of, or default under, these Restrictions, Architectural Guidelines or Rules and Regulations of the Association, the Association shall have the right after ten (10) days notice in writing to the defaulting Owner to go upon such Lot and take such action as may be necessary to correct such violation, breach or default, including without limitation removal of any unauthorized improvements and restoration of the premises, removal of any unauthorized personal property and placing the same in storage at the expense of the defaulting Owner, repainting the exterior of any building which has been painted in an unapproved manner or color, replacement of any trees removed without approval, and cleaning up any unsightly material or debris upon any Lot. Any expenses thereby incurred by the Association shall become a lien upon such Lot which may be foreclosed in the manner provided for in Paragraph 17 hereof;
  - c) The Association, any Owner of one or more of said Lots, or any combination thereof may, in addition to any other remedy available at equity or law, prosecute an action or other proceedings against such defaulting Owner for injunctive relief, specific performance, damages, a judgment for payment of money and collection thereof, or the appointment of a receiver to take possession of the improvements upon such Lot.



By the acceptance of a deed to any Lot, or by signing a contract or agreement for the purchase of the same, each Owner does hereby agree that in addition to the relief prayed for in such action, the defaulting Owner shall be liable for all court costs and a reasonable attorney's fee incurred in the prosecution of such action.

- d) The use of any one or more of the remedies provided for in this Paragraph 14 shall not defeat the lien of a purchase money or construction mortgage or deed of trust made in good faith and for value.
15. All changes to these Restrictions shall require the written approval of the Owners of two-thirds (2/3) of the lots in the Subdivisions and two-thirds (2/3) of the Association's Board of Directors.
16. Each Owner shall automatically become a Member of the Association; provided, however, that:
- a) Membership shall be appurtenant to each Lot and run with the title thereto. Such Membership shall commence upon becoming an Owner and automatically terminate when he ceases to be an Owner, and upon the transfer of his ownership interest to the new Owner succeeding to such ownership interest shall likewise automatically succeed to such membership in the Association.
  - b) If there is more than one Owner of any Lot, all of the Owners of such Lot shall designate one person to be the Member;
  - c) If one person owns more than one Lot, the memberships appurtenant to such Lots shall be deemed to have been combined into one membership for purposes of the use and enjoyment of the facilities of the Association, but the owner shall be entitled to one vote, and shall pay all assessments hereinafter provided, for each Lot owned.
  - d) Membership in the Association shall be subject to the Articles and Bylaws of the Association.
  - e) The Association may, in addition to the other remedies hereinafter provided, suspend any Member or limit his voting rights for failure to pay dues and assessments or any violation of the Articles, Bylaws or Rules and Regulations of the Association.
  - f) A Member paying only the assessment provided for in Paragraph 17 hereof shall have only such rights to use the recreational areas of the Association as may be designated by the Board; provided, however, upon payment of such additional sums as may be designated by the Board, such Member shall have such additional rights as the Board may designate.
  - g) The Association may admit non-owners as Members from time to time in accordance with the Bylaws of the Association.
- 17.
- a) Each Owner of any Lot, by acceptance of a deed therefore or by execution, as a buyer, of a contract to purchase a lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association annual assessments for maintenance and upkeep and special assessments for capital

improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided, the annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

- b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and the Development and the services and facilities located thereon.
- c) The maximum annual assessment shall be Three Hundred Dollars (\$300) in those subdivisions set forth in Exhibit C attached hereto. In all other subdivisions subject to this document, the maximum annual assessment shall be Two Hundred Dollars (\$200), based upon votes taken by the members under the provisions of the original Declarations; provided, however, that the maximum annual assessment may be exceeded at any time with the assent of two-thirds (2/3) of the Lot owning Members who are voting in person or by proxy at a meeting duly called for this purpose after not less than thirty (30) days' written notice to all such Members.
- d) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement including the necessary fixtures and personal property related thereto; provided, however, that any such assessment shall have the assent of two thirds (2/3) of the Lot owning Members who are voting in person or by proxy at a meeting duly called for this purpose after not less than thirty (30) days written notice to all such Members.
- e) Both annual and special assessments must be fixed at a rate uniform for all lots and may be collected on a monthly, quarterly, semi-annual or annual basis, as may be determined by the Board of Directors of the Association.
- f) The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance thereof to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and notify the Members within a reasonable time thereafter. The Association shall, upon demand at any time from any interested person, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- g) Any assessments which are not paid when due shall be delinquent. Each member of the Association shall pay to the Association within ten (10) days of receipt of an invoice setting forth the amount of the assessment. In the event any invoice is not paid within thirty (30) days from the date the same is deposited in the United States mail addressed to the Member at his address as shown on the records of the Association, the amount of such invoice shall be and become a lien upon said Lot when the Association causes to be filed in the office of the County Recorder of Coconino County an affidavit of non-payment of such invoice and mails a copy of same by certified mail, return receipt requested, to such Member at his

address as shown on the records of the Association. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate per annum, and the Association may bring an action at law against the Owner obligated to pay the same, or foreclose the lien against the lot pursuant to Arizona Law pertaining to foreclosure of realty mortgages, and the bringing of one form of action shall not distinguish the Association's rights to bring any other action allowed at law or in equity. The proceeds of a judicial sale following the foreclosure of such assessment lien shall first be paid to discharge court costs, other litigation costs including but not limited to reasonable attorney's fees, all interest accruing thereon, and all other expenses of such sale. Any balance of proceeds after satisfaction of such amounts and all other amounts due shall be paid to the Lot Owner, and the Lot Owner may redeem such Lot after the foreclosure sale as provided for by law.

- h) The lien for all such assessments shall be junior and subordinate to the lien of any purchase money or construction mortgage made in good faith and for value, except for assessed sums which are applicable or attributable to any period after the date upon which the mortgagee, or the trustee or beneficiary under the deed of trust, either takes possession of such Lot, accepts a conveyance of such Lot, files suit to foreclose its lien, or records a notice of trustee's sale.
- i) The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of annual or special assessments, fees or otherwise) and may carry forward as surplus any balances remaining (rather than apply such surplus to reduction of the annual assessment in future years) in such amounts as the Board, in its discretion, may determine to be desirable for the greater financial security of the Association.
18. There are hereby reserved all easements depicted or referred to in the Plat of the Subdivisions and also an easement consisting of a 10-foot strip of land along all Lot lines of said Lots for all utility purposes, including without limitation, the installation and maintenance of electric lines or transmission equipment, telephone lines, water (domestic and irrigation), sewer (storm or sanitation), and gas lines.
19. Notices provided for in these Restrictions shall be in writing and shall be addressed to the last known address of the Lot owner in the files of the Association. Notices shall be deemed delivered when mailed by United States Postal Service First Class, Registered or Certified Mail addressed to the Lot owner at such address or when delivered in person to such Owner.
20. These Restrictions shall be appurtenant to and run with the land and shall be binding upon all owners of record of said Lots and all persons claiming interest in and to said Lots unless revoked or amended at any time by the written approval of the Owners of not less than two-thirds (2/3) of the Lots in the Subdivisions and not less than two-thirds (2/3) of the Association's Board of Directors. When the amendments have been approved, the President of the Association shall execute and record a certificate of amendment setting forth the amendments. If additional subdivisions within Continental Country Club adopt this Declaration in lieu of their present Declaration by the amendment provision in their Declaration, the President of the Association may, without a vote of the membership, record a Supplemental Declaration that includes the subdivision within the list of Subdivisions attached as Exhibit B, the Declaration for the subdivision within the list of Declarations attached as Exhibit A, and the subdivision within the list of subdivisions attached as Exhibit C, if appropriate.

- 21. Deeds conveying any Lot may incorporate these Restrictions by reference, but whether or not such reference is made in deeds or other agreements, each and all of these Restrictions shall be valid and binding upon all persons taking or holding any interest in any of said lots.
- 22. Invalidation of any one of the provisions of these Restrictions by judgment or court order shall in no way affect the validity of any other provision, and the same shall remain in full force and effect.
- 23. In the event of any ambiguity in a provision of these Restrictions, the interpretation of the Association as to the meaning intended shall prevail.
- 24. These Restrictions shall not be applicable to any Tracts in the Subdivision.
- 25. Wherever the context of these Restrictions so requires, words used in the masculine gender shall include the feminine and the neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

The President of the Association hereby certifies that this Amended and Unified Declaration of Restrictions has been adopted by the required percentage of the members whose Declarations are listed on Exhibit A and whose legal descriptions are listed on Exhibit B.

Continental Country Club, Inc.

By: Terry T. Lacy

Its: President

STATE OF ARIZONA

County of Coconino

The foregoing instrument was acknowledged before me this 25th day of August, 2006 by Terry T. Lacy, the President of Continental Country Club, Inc., an Arizona nonprofit corporation, on behalf of the corporation.

My Commission Expires:

11 August 2010

Marilyn J. Nelson  
Notary Public



Exhibit A

Continental Country Club Estates Unit One, Lots 1 thru 14, 18 thru 134, 138 thru 224, **CONTINENTAL COUNTRY CLUB ESTATES UNIT ONE**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Book 3 of Maps, Page 7.

Continental Country Club Estates Unit Two, Lots 300 thru 426, **CONTINENTAL COUNTRY CLUB ESTATES UNIT TWO** according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3 of Maps, page 90, 90A and 90B.

Elk Run, Lots 1 through 280, **ELK RUN**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3 of Maps, Pages 151-151J.

Evergreen, Lots 1 through 270, **EVERGREEN**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3 of Maps, Page 146, 146A, 146B, 146C, 146D, 146E, 146F, 146G.

A portion of Tract F, Continental Lakeside Acres, {also known as **Gemini**} legally described as follows:

A parcel of land in Section 19, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of Tract "F", Continental Lakeside Acres, as recorded in Case 3, Map 124-124C, records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 7, Morning Star Subdivision, recorded in Case 3, Map 135, Coconino County Records and said corner being monumented by a steel pin and cap marked "Willdan Associates PE 10301" and said Corner also designating the Southerly right-of-way line of Mt. Pleasant Drive;

run thence south 03 degrees 24 minutes 11 seconds West along the West line of said Lot 7, a distance of 130.27 feet to the Southwest corner of Lot 7, monumented by a steel pin and cap marked "Willdan Associates, PE 10301";

thence South 67 degrees 26 minutes 06 seconds West, a distance of 68.56 feet to a point;

thence North 22 degrees 33 minutes 54 seconds West, a distance of 130.32 feet to a point on the Southerly right-of-way line of Mt. Pleasant Drive,

thence along the Southerly right-of-way of Mt. Pleasant Drive, along a curve to the right having a local tangent bearing of North 68 degrees 10 minutes 34 seconds East, a radius of 578.24 feet, a central angle of 11 degrees 32 minutes 55 seconds and an Arc Length of 116.65 feet to the True Point of Beginning.

A portion of Tract F, Continental Lakeside Acres, {also known as **Gemini**} legally described as follows:

A portion of Tract F, CONTINENTAL LAKESIDE ACRES, according to Case 3, Maps 124-124C, and Certificate of Correction recorded in Docket 636, page 646 and amendment to Dedication recorded in Docket 646, page 116, records of Coconino County, Arizona lying within Section 19, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, and more particularly described as follows:

FROM the Northwest corner of LOT 7, Morning Star Subdivision, recorded in Case 3, Map 135, Coconino County Records, and said corner being monumented by a steel pin and cap marked "Wildan Associates, PE10 301", and said Corner also designating the Southerly Right of way line of Mt. Pleasant Drive;

thence along the Southerly right of way line of Mt. Pleasant Drive, along a curve to the left having a Local Tangent bearing of South  $79^{\circ}43'29''$  West, a radius of 578.24 feet, a Central Angle of  $11^{\circ}32'55''$ , and an Arc length of 116.55 feet to the TRUE POINT OF BEGINNING of this description;

thence South  $22^{\circ}33'54''$  East, a distance of 130.32 feet to a point; thence South  $67^{\circ}26'06''$  West, a distance of 76.09 feet to a 5/8 inch steel pin and aluminum cap marked "ARENCO, PE 8218 LS 13010"

THENCE North  $32^{\circ}28'58''$  West a distance of 125.17 feet to a 5/8 inch steel pin marked "ARENCO, PE 8218, LS 13010", said pin being on the Southerly right of way line of Mt. Pleasant Drive;

thence along the Southerly right of way line of Mt. Pleasant Drive along curve to the right having a Local Tangent Bearing of North  $58^{\circ}27'57''$  East, a radius of 578.24 feet, a central angle of  $9^{\circ}42'37''$  and an arc length of 98.00 feet to the TRUE POINT OF BEGINNING

Continental Lakeside Acres, Lots 1 thru 118, inclusive, of **CONTINENTAL LAKESIDE ACRES** according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3, Maps 124, 124A, 124B, and 124C.

Continental Lakeside Acres II, Lots 119 thru 134, not including Lot 133, of **LAKESIDE ACRES II** according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3 of Maps, Page 154.

Lakeside Acres III, Lots 1 through 3, **LAKESIDE ACRES III**, according to the plat filed in the Office of the County Recorder of Coconino County, Arizona, in Case 5 of Maps, Page 29 and 29A.

Marina Del Lago, Lots 1 through 8, inclusive, of **MARINA DEL LAGO**, according to the plat of record in the Office of the Coconino County Recorder in Case 7 of Maps, Map 33, 33A and 33B legally described as follows:

Tract "A" CONTINENTAL LAKESIDE ACRES, According to Case 3, Map 124, records of Coconino County, Arizona;

Except the following described property:

BEGINNING at the most Easterly corner of said Tract "A", said point also being on the Southerly right of way of Butler Avenue; thence South  $32^{\circ}56'00''$  West 250.00 feet to a point of curvature; thence 119.26 feet (Record), 275.45 (Calc.), along a curve to the right, concave to the North, having a central angle of  $132^{\circ}20'10''$ , and a radius of 119.26 feet to a point of tangency; thence North  $14^{\circ}43'50''$  West 400.00 feet; thence North  $57^{\circ}04'00''$  West 28.00 feet; thence North  $32^{\circ}56'00''$  East 68.77 feet to the said Southerly right of way of Butler Avenue; thence South  $57^{\circ}04'00''$  East, along said right of way, 523.26 feet to the POINT OF THE BEGINNING.

Continental Country Club, Morning Star, Lots 1 thru 7, **MORNING STAR**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3, Map 135.

Sunridge, Lots 1 through 145, **SUNRIDGE**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona in Case 3 of Maps, Pages 139-139E.

Woodridge, Lots 1 through 17, inclusive, **WOODRIDGE**, according to Case 4, Map 110 and 110A, records of Coconino County, Arizona.

Exhibit B

Declaration of Restrictions, Continental Country Club Estates Unit One, recorded at Docket 428, beginning at Page 7, official records of Coconino County, Arizona.

Declaration of Restrictions, Continental Country Club Estates Unit Two, recorded at Docket 577, beginning at Page 484, official records of Coconino County, Arizona

Declaration of Restrictions, Continental Country Club, Elk Run, recorded at Docket 743, beginning at Page 77, official records of Coconino County, Arizona, as amended by the Declaration recorded at Docket 749, beginning at Page 695, as amended by the Declaration recorded at Docket 6876, beginning at Page 944, Official Records of Coconino County Arizona.

Declaration of Restrictions, Evergreen, recorded at Docket 695, beginning at Page 12, official records of Coconino County, Arizona.

Declaration of Restrictions, Continental Lakeside Acres, recorded at Docket 633, beginning at Page 474, official records of Coconino County, Arizona, as amended by the Amendment to Declaration of Restrictions Continental Lakeside Acres recorded at Docket 643, beginning at Page 180, as amended by the Amendment to Declaration of Restrictions Continental Lakeside Acres recorded at recording number 3185891, Official Records of Coconino County Arizona.

Declaration of Restrictions, Continental Lakeside Acres II, recorded at Docket 745, beginning at Page 679, official records of Coconino County, Arizona.

Declaration of Covenants, Conditions and Restrictions for Lakeside Acres III, recorded at Docket 1351, beginning at Page 864, official records of Coconino County, Arizona.

Declaration of Covenants, Conditions and Restrictions, Marina Del Lago, recorded at number 3024754, official records of Coconino County, Arizona.

Declaration of Restrictions Continental Country Club, Morning Star, recorded at Docket 663, beginning at Page 560, official records of Coconino County, Arizona.

Declaration of Restrictions, Continental Country Club, Sunridge Subdivision, recorded at Docket 671, beginning at Page 676, official records of Coconino County, Arizona.

Declaration of Covenants, Conditions and Restrictions, Woodridge, recorded at Docket 1154, beginning at Page 111, official records of Coconino County, Arizona.



Exhibit C

Continental Country Club Estates Unit One, Lots 1 thru 14, 18 thru 134, 138 thru 224, **CONTINENTAL COUNTRY CLUB ESTATES UNIT ONE**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Book 3 of Maps, Page 7.

Evergreen, Lots 1 through 270, **EVERGREEN**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3 of Maps, Page 146, 146A, 146B, 146C, 146D, 146E, 146F, 146G.

A portion of Tract F, Continental Lakeside Acres, {also known as **Gemini**} legally described as follows:

A parcel of land in Section 19, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of Tract "F", Continental Lakeside Acres, as recorded in Case 3, Map 124-124C, records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 7, Morning Star Subdivision, recorded in Case 3, Map 135, Coconino County Records and said corner being monumented by a steel pin and cap marked "Willdan Associates PE 10301" and said Corner also designating the Southerly right-of-way line of Mt. Pleasant Drive;

run thence south 03 degrees 24 minutes 11 seconds West along the West line of said Lot 7, a distance of 130.27 feet to the Southwest corner of Lot 7, monumented by a steel pin and cap marked "Willdan Associates, PE 10301";

thence South 67 degrees 26 minutes 06 seconds West, a distance of 68.56 feet to a point;

thence North 22 degrees 33 minutes 54 seconds West, a distance of 130.32 feet to a point on the Southerly right-of-way line of Mt. Pleasant Drive,

thence along the Southerly right-of-way of Mt. Pleasant Drive, along a curve to the right having a local tangent bearing of North 68 degrees 10 minutes 34 seconds East, a radius of 578.24 feet, a central angle of 11 degrees 32 minutes 55 seconds and an Arc Length of 116.65 feet to the True Point of Beginning

A portion of Tract F, Continental Lakeside Acres, {also known as **Gemini**} legally described as follows:

A portion of Tract F, CONTINENTAL LAKESIDE ACRES, according to Case 3, Maps 124-124C, and Certificate of Correction recorded in Docket 636, page 646 and amendment to Dedication recorded in Docket 646, page 116, records of Coconino County, Arizona lying within Section 19, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, and more particularly described as follows:

FROM the Northwest corner of LOT 7, Morning Star Subdivision, recorded in Case 3, Map 135, Coconino County Records, and said corner being monumented by a steel pin and cap marked "Wildan Associates, PE10 301", and said Corner also designating the Southerly Right of way line of Mt. Pleasant Drive;

thence along the Southerly right of way line of Mt. Pleasant Drive, along a curve to the left having a Local Tangent bearing of South 79°43'29" West, a radius of 578.24 feet, a Central Angle of 11°32'55", and an Arc length of 116.55 feet to the TRUE POINT OF BEGINNING of this description;

thence South 22°33'54" East, a distance of 130.32 feet to a point; thence South 67°26'06" West, a distance of 76.09 feet to a 5/8 inch steel pin and aluminum cap marked "ARENCO, PE 8218 LS 13010"

THENCE North 32°28'58" West a distance of 125.17 feet to a 5/8 inch steel pin marked "ARENCO, PE 8218, LS 13010", said pin being on the Southerly right of way line of Mt. Pleasant Drive;

thence along the Southerly right of way line of Mt. Pleasant Drive along curve to the right having a Local Tangent Bearing of North 58°27'57" East, a radius of 578.24 feet, a central angle of 9°42'37" and an arc length of 98.00 feet to the TRUE POINT OF BEGINNING.

Continental Lakeside Acres, Lots 1 thru 118, inclusive, of **CONTINENTAL LAKESIDE ACRES** according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3, Maps 124, 124A, 124B, and 124C.

Continental Lakeside Acres II, Lots 119 thru 134, not including Lot 133, of **LAKESIDE ACRES II** according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3 of Maps, Page 154.

Lakeside Acres III, Lots 1 through 3, **LAKESIDE ACRES III**, according to the plat filed in the Office of the County Recorder of Coconino County, Arizona, in Case 5 of Maps, Page 29 and 29A.

Continental Country Club, Morning Star, Lots 1 thru 7, **MORNING STAR**, according to the plat of record in the Office of the County Recorder of Coconino County, Arizona, in Case 3, Map 135.

Woodridge, Lots 1 through 17, inclusive, **WOODRIDGE**, according to Case 4, Map 110 and 110A, records of Coconino County, Arizona.

Exhibit D

This Amended and Unified Declaration of Restrictions for Continental Country Clubs hereby consolidates and thereby replaces all of the following declarations:

Amended and Unified Declaration of Restrictions Continental Country Club (for Continental Country Club Estates Unit One), recorded May 8, 2006 at document number 3382728, official records of Coconino County, Arizona;

Amended and Unified Declaration of Restrictions Continental Country Club (for Continental Country Club Estates Unit Two), recorded June 9, 2006 at document number 3387799, official records of Coconino County, Arizona;

Amended and Unified Declaration of Restrictions Continental Country Club (for Elk Run), recorded August 9, 2006 at document number 3396870, official records of Coconino County, Arizona;

Amended and Unified Declaration of Restrictions Continental Country Club (for Evergreen, Gemini, Lakeside Acres II, Lakeside Acres III, Marina Del Lago, and Woodridge), recorded April 25, 2006 at document number 3380612, official records of Coconino County, Arizona;

Amended and Unified Declaration of Restrictions Continental Country Club (for Continental Lakeside Acres), recorded July 7, 2006 at document number 3392222, official records of Coconino County, Arizona;

Amended and Unified Declaration of Restrictions Continental Country Club, (for Morning Star), recorded July 19, 2006 at document number 3393724, official records of Coconino County, Arizona; and

Amended and Unified Declaration of Restrictions Continental Country Club, (for Sunridge Subdivision), recorded June 30, 2006 at document number 3391152, official records of Coconino County, Arizona.