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WHEN RECORDED RETURN TO:

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MARK A HEISER
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

MESA VISTA SUBDIVISION, TRACT 4169

MOHAVE COUNTY, ARIZONA

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR**

**MESA VISTA SUBDIVISION, TRACT 4169
MOHAVE COUNTY, ARIZONA**

THIS DECLARATION, is made this 8th day of April, 2004, by THE ROSSBERG FAMILY TRUST, under Agreement dated July 22, 1992, ROBERT C. ROSSBERG and/or ANITA M. ROSSBERG, Trustee, hereinafter referred to as "Declarant" with regard to the real property described on **Exhibit A** attached hereto and incorporated herein by this reference.

RECITALS

WHEREAS, the Declarant is the owner of MESA VISTA SUBDIVISION, TRACT 4169, County of Mohave, State of Arizona, as per Plat thereof, recorded in the Office of the Mohave County Records Office in Book 52 of Deeds and 128; and

WHEREAS, the Declarant desires to provide conditions, covenants, and restrictions as hereinafter set forth to insure that the Property will continuously be maintained as an attractive setting for residential use with ample landscaped areas, to provide roadway ingress, egress and maintenance of the Common Areas available to the Owners (as such capitalized terms are hereinafter defined) to provide water and wastewater service to the Property, to encourage the erection of attractive, high-quality homes and appurtenant structures, to prevent haphazard and inharmonious improvement of the Property, and in general to provide adequately for a high quality improvement and development of the Property.

NOW, THEREFORE, the Declarant hereby declares that the real estate described above shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Conditions, Covenants, and Restrictions (hereinafter referred to as the "Declaration"). The Declarant does hereby further declare that the following conditions, covenants, and restrictions and burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter among the parties; having or acquiring right, title or interest in any portions of the Property; (2) be binding upon and inure to the benefit of each Owner; and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE I. DEFINITIONS

1.1. The following words when used in this Declaration shall have the following meanings:

A. "Architectural Control Committee" or "Committee" shall mean the committee of the Board established pursuant to Section 2.2.

B. "Articles" shall mean the Articles of Incorporation of the MESA VISTA PROPERTY OWNERS ASSOCIATION, as such Articles may be amended.

C. "Association" shall mean and refer to the MESA VISTA PROPERTY OWNERS ASSOCIATION, which will be an Arizona nonprofit corporation, its successors and assigns or any or

all of its rights under this Declaration. In the context of any specific action or responsibility, Association shall also mean the Board of Directors of the MESA VISTA PROPERTY OWNERS ASSOCIATION, or the Architectural Control Committee established herein.

D. "Board" shall mean the Board of Directors of MESA VISTA PROPERTY OWNERS ASSOCIATION.

E. "Building Envelope" shall mean the designed building area within each lot as set forth on the Subdivision Plat upon which the Owner may construct a residence and related improvements.

F. "Bylaws" shall mean the bylaws of the MESA VISTA PROPERTY OWNERS ASSOCIATION, as such Bylaws may be amended.

G. "Common Area" shall mean those areas within the Property as described on the Site Plan and Subdivision Plat as set forth on **Exhibit B** attached hereto and incorporated herein for all purposes, which Common Areas are jointly owned by the Association and maintained for the common use and enjoyment of the Members, including but not limited to the identified drainage parcels. The Common Areas shall include all improvements on the real property so described.

H. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions ("CC&R's"), as it now exists and as it may later be amended from time to time and recorded in the office of the Recorder of Mohave County, Arizona.

I. "Lot" shall mean any part of the Property which is separately designated and numbered on the Subdivision Plat, and it shall exclude the Common Areas.

J. "Member" shall include all Owners.

K. "Owner" shall mean a Lot Owner who is then a member of the MESA VISTA PROPERTY OWNERS ASSOCIATION, INC. An Owner shall automatically be a Member and may not transfer said Membership separate and apart from the Lot Ownership.

L. "Person" shall mean a natural person, corporation, partnership, or any other legal entity that is an Owner.

M. "Property" shall mean the real property subject to this Declaration, specifically that described in the Site Plan attached hereto as **Exhibit B** hereto, as that Property may be annexed thereto pursuant to Section 8.2 of this Declaration.

N. "Street" shall mean and refer to any existing or proposed roadway which provides vehicular access to two or more Lots.

O. "Subdivision" or "Subdivision Plat" shall mean the residential subdivision plat of MESA VISTA SUBDIVISION, as subsequently recorded in the office of the Recorder of Mohave County, Arizona, and any amendments, replacements and substitutions thereto.

ARTICLE II. GENERAL RESTRICTIONS

2.1 Uses Allowed.

A. The Property shall be used for a Subdivision, as herein defined, subject to the zoning laws and regulations of Mohave County, Arizona, applicable to the Property. No trade or business may be conducted on any residential Lot.

B. The parcels identified on the Site Plan and Subdivision Plat of the Property and referred to as "Common Areas" and will be owned in undivided interests by the Members and shall be for the common use and enjoyment of the Members. There is hereby reserved to the Declarant the right to create easements by grant, reservation or otherwise with respect to the Common Areas or portions thereof. A perpetual easement is hereby reserved for and granted to the Declarant, the Association, and all public service providers for the purpose of constructing, operating and maintaining any and all electric, gas, water, wastewater, telecommunication utilities facilities, and to the Lots for ingress and egress for garbage and refuse collection, and for emergency service vehicles. Such easements are granted over, under and upon the Streets shown on the Site Plan and Subdivision Plat or identified to be dedicated to Mohave County, Arizona, for public use. Nothing herein shall be construed to constitute a dedication of the said easements to the public.

C. Parcels identified on the Site Plan and Subdivision Plat and hereinafter referred to as Common Areas will be owned by the Members through the Association, and shall be reserved for the use and enjoyment of the Members. There is hereby reserved to the Declarant and subsequently to the Association the right to create easements by grant, reservations, or otherwise, with respect to all the Common Areas or portions thereof.

D. Declarant's Exemption. Notwithstanding any other provision of this Declaration, at any time during which Declarant owns a Lot subject to this Declaration, nothing herein shall be construed as prohibiting Declarant from maintaining a sales or development office on any parcel or engaging in activities which Declarant deems appropriate to its development or sales program.

2.2. Architectural Control.

A. The Association shall establish an Architectural Control Committee (sometimes hereinafter referred to as the "Committee") composed of not less than three nor more than five individuals, representing the Owners of the Lots. Each of said individuals must be an Owner (or part owner) of a different Lot in the development. A corporate owner may designate one officer to serve on the Committee for each Lot owned. The Committee shall initially consist of three persons as designated by the Declarant. A minimum of two-thirds of the members of the Committee shall be Owners of Lots. The Committee can, by a majority vote, designate a representative to act for and on behalf of the Committee. In the event of death or resignation of any member of the Committee or the creation of a vacancy on the Committee for any reason, the remaining member(s) shall have the right and power to name additional members of the Committee to fill any vacancy. The Committee or its designated representative shall have full authority to approve such design, material, location, elevation, alteration or other improvement herein provided, within thirty (30) days after proposed plans, specifications and plot plan have

been submitted to it (and a written receipt shall have been given therefore). No member of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph. The address of the Architectural Committee to which all notices are to be given is:

Mesa Vista Property Owners Association
Architectural Control Committee
1829 E. Boulder Creek Way
Fort Mohave, AZ. 86426

This address may be changed from time to time by notice to each Lot Owner.

B. No Lot leveling, excavation, grading, planting and landscaping (front, side and rear), residence, outbuilding, fence or wall, or other improvement or installation, shall be commenced, erected, placed, or altered on any Lot, until the plans and specifications therefore, showing the nature, kind, shape, materials, floor plans, and locations shall have been submitted to and approved by the Committee and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic reasons, or not in accordance with the overall theme of the Property, or any other reason, and in so passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed building or other structure, and the material which is to be used, the site upon which it is proposed to be erected, the harmony with the surroundings, and the effect of the proposed structure on the outlook from adjacent or neighboring property. Any Owner requesting the approval of the Committee shall also submit to the Committee any additional information, plans and specifications which the Committee may request. The approval by the Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a waiver of the Association's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.

C. Upon receipt of approval from the Committee and the commencement of any construction or alteration approved by the Committee, such work shall be diligently prosecuted so that the Lot shall not remain in a partly finished condition any longer than is reasonably necessary. In any event, all improvements on any Lot shall be fully completed no later than nine (9) months from the commencement of the work on such Lot, excluding any period which completion is impossible, impractical or hazardous due to strikes, fires, floods, war, national emergencies, natural calamities or other supervening forces beyond the control of the Owners of such Lot.

D. Any change, deletion or addition to the plans and specifications approved by the Committee must be approved in writing by the Committee.

E. The Committee shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section, which fee shall be payable at the time the application for approval is submitted to the Committee.

F. All Improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot.

G. The Committee shall have the exclusive right to grant approvals required by the Declaration and to waive or vary the Restrictions in particular respects whenever in the opinion of the Committee such waiver or variance will not be detrimental to the general intent and purpose of the Declaration. Notwithstanding the foregoing or any other provision of this Declaration, the Committee's right to waive or vary the Restrictions may be exercised with respect to a particular Lot or Lots rather than all of the Property so that any such waiver or variance may apply to such Lot or Lots as the Committee may determine in its discretion.

H. Any Owner, purchaser, encumbrance or tenant having or acquiring in good faith for value an interest in a Lot may rely upon any instrument of record signed by the Committee, purporting to grant an approval or to waive or vary the Restrictions in particular respects.

I. The approval required of the Committee pursuant to this Section shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

J. The approval by the Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a warranty or representation by the Committee as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

2.3. General Restrictions.

The use of all Lots shall conform to the Restrictions of this Declaration and with the rules, regulations, codes, ordinances and laws of each governmental agency having jurisdiction over the Property. In addition, and notwithstanding the foregoing, there shall not be permitted any activity or use which will be offensive to the Property by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, electromechanical disturbances, electromagnetic disturbances, radiation or danger of fire or explosion, and no use of a Lot shall be permitted which will result in the discharge of toxic matters into any sewer or septic system serving the Property. There shall be maintained on each Lot only those improvements which have been approved for the Lot by the Association in accordance with the provisions of this Declaration, and no alterations, additions or changes including painting shall be made or done to the improvements on the Lot, except as approved by the Association.

2.4 Additional Restrictions.

A. No dwelling structure whatsoever, other than one (1) single family private residence of not less than twelve hundred (1,200) livable square feet (exclusive of carports, garages, breezeways, patios terraces, porches and basement) shall be erected, placed or permitted to remain on any of the Lots. The minimum width of a residence facing the dedicated street on which it is located shall be fifty (40) feet. Street numbers no less than four (4) inches in height and visible from the street shall be posted on every Lot.

B. No old building shall be moved from any other location onto any of said lots. No store, office, club, hospital, sanitarium, or other place for the care and treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment, nor any church, shall ever be erected or permitted on any of the Lots.

C. No building or other permanent structure (other than landscaping, walls, fences, or sidewalks) shall be erected or permitted on any of said Lots in contravention to the setback lines established on the Plat of record of said lots or nearer than five (5) feet from any property line or such other distance as is reasonably established by the Architectural Control Committee hereinafter established or by any county regulation.

D. Fences and walls shall not exceed six (6) feet in height, except that in street setback areas (being both the front and side in the case of corner lots) fences and walls shall not exceed thirty (30) inches in height, and as a further exception, the six-foot high block retaining wall installed by Declarant within the one (1) foot Vehicular Non-Access Easement along the Mountain View Road right-of-way shall be maintained in perpetuity by the lot Owner. Any fences or walls constructed by Declarant on a Lot shall be maintained by the Owner of that Lot at the Owner's expense. No Owner shall permit removal, alteration or painting of such fences or walls without the prior approval of the Committee. All fences and walls visible from the street must be decorative and shall not be of wire or chain link, or topped with barbed wire. If an Owner fails to maintain such a fence or wall in accordance with the foregoing, the Association may perform such maintenance, and the cost thereof shall be assessed to the Owner as an Assessment.

E. No exterior signs or billboards of any nature other than a residential nameplate and an address sign which combined may not exceed two (2) square feet in area shall be erected or maintained on any lot. Exceptions to this restriction will be the Declarant's signs during the construction and sale of the property.

F. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any lot; provided however, that a reasonable number of dogs, cats, fish or birds may be kept on a lot as household pets if such pets are not a nuisance or threat to other lot owners and are not kept, bred or maintained for commercial purposes.

G. All golf carts shall be stored within an enclosed garage or out of public view. No recharge facility for golf carts shall be located outside the permanent structure.

H. Except for vehicles belonging to persons doing work on the premises during daylight hours or at other times during emergencies, trucks, buses, vans, trailers, boats, antique cars, campers, motor homes and similar type vehicles or equipment, shall not be parked in the street, driveway or in the yard of any lot so as to be visible from the street, but shall be kept or parked only in a garage or otherwise hidden from view, unless written approval is obtained by the Architectural Control Committee with respect to some other place and/or manner of keeping or parking such vehicles or equipment. Except for antique cars, this section does not apply to passenger automobiles, station wagons and/or pickup trucks and vans used primarily for personal transportation provided such vehicles shall not be parked in the street except temporarily. If the Architectural Control Committee or Declarant determine that a vehicle (including, but not limited to, a motor bike or motorcycle) is creating loud or annoying noises by virtue of its operation

within the development, such determination shall be conclusive evidence that such operation of the vehicle is a nuisance to the neighborhood and such operation shall, upon notice by the Declarant or Architectural Control Committee to the owner or operator thereof, be prohibited within the properties.

I. No clotheslines, equipment, service yards, wood piles other than those approved by the Declarant or Architectural Control Committee shall be kept or maintained on any lot.

J. No washing machine or other appliance, and no machinery or tools which might detract from the appearance of a residence shall be exposed to view, and the same shall be kept within an enclosed building or the inside of a residence.

K. All driveways shall be completed with a concrete, brick or such other material as is approved by the Architectural Committee.

L. No unlawful, offensive, or obnoxious conditions shall be carried on or maintained on any lot, nor shall anything be done or permitted thereon which may be or become a nuisance or annoyance to the neighborhood. There shall not be placed, stored, kept, allowed or maintained upon any lot any junk, trash, refuse, rubble or other unsightly condition or excessive weed growth.

M. All building exteriors must be completed within nine (9) months from the issue date of the building permit.

N. All buildings, and other structures erected or installed within said premises shall be of new construction and constructed in accordance with the Mohave County Uniform Building Code applicable at the time of construction, and shall comply with all Federal Housing Administration/Veterans Administration requirements. All roofing and siding materials shall be subject to approval by the Declarant or Architectural Control Committee. Prior to construction, a building permit must be obtained from the Mohave County Building Department.

O. No antenna, satellite dishes or power generators shall be installed in a manner that will disturb the surrounding neighbors and/or the Property. The placement of any antenna, satellite dish or power generator must have the approval of the Architectural Control Committee before being placed on the structure or lot.

P. All garbage or trash containers and other such facilities must be hidden from view from the street fronting on the property, except on garbage and trash collection days. On collection days, the containers shall be returned to their storage area as soon as practicable, and will not be left on the street over night.

Q. All propane or fuel storage tank(s) shall be either underground or screened in accordance with controlling County regulations and as approved by the Architectural Control Committee.

R. No Lot shall contain any well, water storage facility, septic system or any other waste disposal technology for such purpose.

S. No lot may be divided or resubdivided into smaller lots or conveyed or encumbered in less than its full original dimensions and description except those portions which may be dedicated or conveyed for public utility purposes, and no lot shall be conveyed or encumbered unless there is also included in any such conveyance or encumbrance, a pro rata undivided interest in the Common Areas which is appurtenant to said lot.

T. No changes in the elevations of the land shall be made on the premises outside a boundary which follows the perimeter of the residence ten (10) feet from the facade or as approved by the Architectural Control Committee. Any other site grading, excavation or removal of trees shall require the express written consent of the Architectural Control Committee.

U. No incinerators shall be kept or maintained on any lot. Open fires or brush burning of any kind are expressly prohibited. Lot owners shall be individually, jointly and severally liable and fully responsible for any and all damages resulting on or adjacent to the Property for any of these violations or any other fire losses. All fireplaces shall be equipped with fire arresters.

V. All exterior lighting shall be installed in a manner that will minimize outdoor lighting in order to maintain dark skies and prevent light pollution and light trespass. All outdoor lighting shall conform to the provisions of the Mohave County Zoning Ordinance. Fixtures must be shielded to control the direction of light and so not be offensive to the Owner of any other Lot. All such lighting shall be subject to approval by the Architectural Control Committee.

2.5 Waiver.

The Declarants shall have the right to waive any provision of Article II, which it deems in the best interest in the development of the Property.

ARTICLE III THE ASSOCIATION

3.1. Creation of the Association.

The Declarants will form the Association to assist in the management, controlled use, and enjoyment by the Members, and to enhance the value of the Property. The Association will be formed by the Declarants when approximately one half of the lots in the subdivision have been sold. The Bylaws of the Association shall reflect the conditions of this Article III with respect to membership and voting.

3.2. Membership.

Every person or entity, including Declarants, who are record owners of a fee interest in any portion of the Property shall be Members of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

3.3. Articles of Incorporation and Bylaws.

When the Association is created, the Association shall be governed pursuant to the Articles of Incorporation and Bylaws. Such Articles of Incorporation and Bylaws shall be deemed to be incorporated herein and made a part hereof and shall be deemed to run with and bind the land.

3.4. Voting Rights; Meetings.

3.4.1. Voting Classes.

The Association shall have two classes of voting Members:

A. Class A. Class A Members shall be all Members, except the Declarant. Subject to the authority of the Board to suspend a Member's voting rights in accordance with the provisions of this Declaration, a Class A Member shall have the number of votes provided in Section 3.4.2 of this Declaration; and

B. Class B. The Class B Member shall be the Declarant. The Class B Membership shall cease on the first to occur of the following events: (i) Declarant ceases to be an Owner; or (ii) Declarant gives written notice to the Association of Declarant's election to terminate the Class B Membership.

3.4.2. Number of Votes.

Each Member who is a Class A Member shall have one (1) vote for each Lot owned by the Owner. Each Member may exercise its vote in the manner and at the times specified in this Declaration.

3.4.3. Suspension of Voting Rights.

No Member shall be entitled to exercise any voting right as a Class A Member in the Association at any time during which the Member is delinquent in the payment of any assessment.

3.4.4. Right to Vote.

No change in the ownership of a Lot shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. In the event that a Lot is owned by more than one person and such owners are unable to agree as to how their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Member casts a vote or votes representing a certain Lot, the Member shall be conclusively presumed to be acting with the authority and consent of all other owners of such Lot unless objection thereto is made to the Board, in writing, at or prior to the time the vote or votes are cast. If more than one person casts or attempts to cast a vote for a particular Member, all such votes shall be deemed void.

3.4.5 Declarant's Control.

Until such time Declarant is not an Owner, or Declarant eliminates the Class B membership pursuant to Section 3.4.1.B., all formal action of the Association shall require the Declarant's approval.

3.4.6. Voting.

A. Any proposed action by the Association which requires the approval of the Members before being undertaken shall require the affirmative vote of: (i) the Class B Member and (ii) fifty percent (50%) of the votes held by the Class A Members present and voting at a duly called and held meeting of the Membership at which a quorum (as prescribed herein or in the Bylaws) is present, unless a higher percentage vote approving the proposed action is specifically prescribed by a provision of this Declaration, the Articles or the Bylaws.

B. In any election of the directors of the Board, every Member entitled to vote at such an election shall be entitled to cast the number of votes attributable to such Member by this Declaration multiplied by the number of directors of the Board to be elected. Each Member shall have the right to cumulate the Member's votes for one (1) candidate or to divide such votes among any number of candidates.

3.4.7. Meetings of the Association.

Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws. All regular and special meetings of the Association and the Board shall be open to the Members and the Members may attend and listen to the proceedings; provided, however, that for regular and special Board meetings, Members (other than the Board members) may not participate in any discussion or deliberation unless expressly permitted by a vote of more than 50% of a quorum of the Board; and further provided, that the Board may exclude the Members from any such meeting, or portion thereof, as permitted under the provisions of A.R.S. §33-1804, et al, as those provisions may subsequently be amended.

3.5. Duties and Powers.

The Association is charged with the duties and invested with the powers prescribed by law and as set forth in the Articles of Incorporation and the Bylaws of the Association and in this Declaration. The provisions of this Declaration shall control in the event of any conflict with the Articles of Incorporation or the Bylaws of the Association, but any provision not inconsistent with law or with this Declaration contained in either or both of such documents and relating to the conduct of the affairs of the Association or the rights and powers of its directors, officers, employees, agents and members shall be valid. Without limiting the generality of the foregoing, the Association shall have the following powers and be charged with the following duties:

A. To acquire, own operate, maintain, manage, supervise, control and regulate the use of the roadways and other Common Areas, and to maintain, repair and replace as needed or desirable the improvements and equipment on or related to the roadways and Common Areas;

B. To levy and collect the annual and special assessments in the manner set forth in this Declaration and to authorize and make expenditures of Association funds as described in this Declaration;

C. To pay all taxes and assessments or similar levies assessed against any property owned by the Association and any income or other taxes imposed upon or assessed against the Association;

D. To maintain such policies of casualty, liability or other insurance as deemed necessary or desirable to further the purposes of and protect the interest of the Association, its members, the members of the Board of Directors and the Officers of the Association;

E. To purchase, lease, rent, or hire any materials, equipment, supplies, labor, service or other property or items which in the discretion of the Association shall be necessary, proper or desirable to carry out the Association's powers and duties hereunder; and

F. To enforce the provisions of this Declaration by all appropriate means, including without limitation, the expenditure of funds to employ legal counsel to pursue collection of delinquent assessments.

G. To do all other things authorized by law and necessary to conduct the business of the Association.

3.6. Limitation of Liability.

No member of the Board of Directors of the Association or any committee of the Association, or any officer of the Association, shall be personally liable to any Member, or to any other person, including without limitation, the Association, for any damage, loss or prejudice of any kind suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any officer, representative or employee of the Association or any other committee, provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith without willful or intentional misconduct.

3.7. Power of Attorney.

Wherever the Association is granted rights, powers, privileges or duties in this Declaration, the Board of Directors shall have the authority to act for the Association in accordance with the Association's Articles of Incorporation and Bylaws. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do any act, each Member hereby constitutes and appoints the Association as attorney-in-fact for the purposes of taking such action or doing such acts including but not limited to executing, acknowledging and delivering any instrument or document necessary, appropriate or helpful for such purposes. Each and every person now or hereafter becoming a Member acknowledges that this power of attorney is irrevocable and coupled with an interest and by the acceptance of a deed for a Lot or by succeeding in any other manner to the ownership of a Lot, each Member shall be deemed and construed to have ratified and expressly granted the above power of attorney.

3.8. Creation of Lien and Personal Obligation of Assessments.

Each Lot Owner, by acceptance of a deed or contract for purchase therefore, covenants and agrees to pay to the Association and each subsequent Owner of any Lot, (whether or not expressly stated in any deed conveying such Lot), is deemed to covenant and agrees to pay to the Association,

the Annual Assessments and the Special Assessments provided for herein. The Annual and Special Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall constitute a charge on the land and shall be a continuing lien upon each Lot against which such assessments are made. Each assessment, together with any such interest and costs, shall also be the personal obligation of the Owner of the Lot at the time the assessment becomes due. The personal obligation for delinquent or then due assessments shall not pass to an Owner's successor unless expressly assumed in writing by such successor.

3.9. Annual Assessments.

The amount of the Annual Assessments to be levied in each calendar year against each Member shall be based upon the current and anticipated costs of exercising the Association's powers and performing the Association's duties and the future needs of the Association. The initial Annual Assessment shall be payable on a quarterly or monthly basis as determined by the Board. The Board of Directors shall have full authority to propose in good faith a budget and determine the Annual Assessments, subject to being adopted and approved by the Association members as provided below. At least forty-five (45) days prior to the commencement of each calendar year, the Board of Directors of the Association shall prepare and mail to each Member a budget describing the estimated costs and expenses to be incurred by the Association during the coming calendar year in performing its functions hereunder (including a reasonable allowance for overhead, replacement reserves and delinquent accounts) and the amount of the Annual Assessments based on such budget. The budget must be approved and adopted by Members holding a majority of the votes present in person or by proxy at a duly called meeting of the Association. After a budget has been so approved and adopted by the Association, the Board of Directors of the Association shall determine the amount of the Annual Assessment to be assessed to the Member for the coming year. Until a budget has been approved for any calendar year and the amount of the Annual Assessments established for such year, the Board of Directors of the Association shall continue to levy and collect Annual Assessments at the level of the previous calendar year plus an increase of not more than twenty percent (20%) as may be determined by the Board of Directors.

3.17. Special Assessments.

A. In addition to the Annual Assessments, the Board of Directors of the Association may levy, in any calendar year, a Special Assessment payable over not more than ten (10) years for the purpose of paying in whole or part the cost of any action or undertaking incurred or to be incurred by or on behalf of the Association pursuant to the terms of this Declaration and not paid for by the Annual Assessments, including without limitation, to defray any budget deficits.

3.11. Proration and Assessment.

Both annual and special assessments shall be prorated among the Members and assessed against the Members on a per Membership basis.

3.12. Time for Payment.

The annual assessments for a calendar year shall be paid by each Member in equal monthly installments or in such other installments payable on such dates as the Association may elect. Special

assessments shall be paid by each Member in such manner and on such dates as the Board of Directors of the Association shall establish.

3.13. Certificate of Payment.

The Association shall upon request of a Member furnish a certificate in writing signed by an Officer of the Association setting forth the date to which annual and any special assessments on such Owner's Lot or Membership has been paid and the amount of any delinquency. A reasonable charge may be made for the issuance of the certificate. Any Owner, Member, purchaser, tenant, or holder of an encumbrance may rely upon a duly issued certificate as conclusive evidence of payment of any assessment therein stated to have been paid or the amount of any delinquency as stated therein.

3.14. Nonpayment and Enforcement.

A. An assessment installment shall be delinquent if not paid within fifteen (15) days after its due date. Each delinquent installment shall incur a late payment penalty equal to the greater of Fifteen and 00/100 Dollars (\$15.00) or ten percent (10%) of the amount of the unpaid assessment. Additionally, the delinquent installment and the late payment penalty shall be subject to interest at an annual rate of eighteen (18%) percent until paid. If any assessment installment is not paid within five (5) days after becoming delinquent, the Association may, at its option: (i) commence legal proceedings against the Member personally obligated to pay the same; or (ii) upon compliance with the notice provisions required by law or as set forth in Section 3.14.B, whichever is more stringent, foreclose the assessment lien created and imposed in Section 3.8. Accrued interest, late charges and all costs and expenses of enforcing the assessment lien, including without limitation, attorneys' fees, shall be added to the amount of such assessment and included in any judgment obtained thereon. Each Member vests in the Board of Directors of the Association the exclusive right and power to maintain on behalf of the Association all actions to foreclose the Association's assessment lien against such Member or Members for the collection of delinquent assessments.

B. No action shall be commenced to foreclose an assessment lien sooner than fifteen (15) days after the date a notice of delinquency is deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the delinquent Owner at the address shown on the Association's ownership roll for such Owner and a copy thereof is recorded in the office of the Mohave County Recorder, Arizona. The notice shall recite a legal description of the affected Lot, the recorded Owner or reputed Owner thereof as shown on the ownership roll maintained by the Association and the amount of the delinquency.

C. In addition to all other legal and equitable rights or remedies, the Association may, at its option, bring an action at law against the Owner who is personally obligated to pay the delinquent assessment and/or to judicially foreclose the lien against the Lot in the manner provided by law for the foreclosure of real property mortgages, and there shall be added to the amount of such assessment the interest due thereon and all costs and expenses, including attorneys' fees, incurred by the Association in collecting the delinquent assessment. In lieu of judicially foreclosing the lien, the Association, at its option, may foreclose such lien by proceeding under a power of sale as in the manner provided by law for a deed of trust, such power of sale being hereby granted to the Association as to each and every Lot for the purpose of collecting assessments. Each Owner vests in the Association the exclusive right and power to bring all actions to collect delinquent assessments and foreclose assessment liens. The

Association shall have the power to bid on a Lot at foreclosure sale, and to acquire and hold, mortgage and convey the same.

D. Upon the timely curing of all defaults for which a notice of delinquency was filed by the Association, the Association shall record an appropriate release of such notice upon payment by the defaulting Owner to the Association of all such charges, interest, costs and expenses, (including reasonable attorneys fees) as may have accrued or been incurred in connection with the delinquency.

E. The rights and remedies of the Association set forth herein shall be in addition to and not in limitation of all other rights and remedies which the Association may have at law or in equity.

3.15. Subordination.

The lien upon any Lot for annual and special assessments shall be prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of the Declaration; (ii) any consensual mortgage or deed of trust on a Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot.

3.16. Commencement of Assessments.

The regular assessments shall commence as to all Members as of close of the sale by Declarant of the first Lot. Regular assessments shall thereafter be set by the Association through its Board of Directors on an annual basis. After the initial annual assessment, the Association shall each year adopt a budget and fix the amount of the regular assessment against each Member, ideally, at least thirty (30) days in advance of each regular assessment period. Written notice of the assessment shall be sent to every Member subject thereto. The due dates shall be established by the Association on a monthly, semi-annual, or annual basis. Assessments shall be enforceable even though not timely noticed or established.

3.17. Exempt Property.

Notwithstanding any other provision of this Declaration, all Lots and other property owned by the Declarants and the Association shall be exempt from Assessments under this Declaration for so long as such Lots or property are owned by the Declarants or the Association.

ARTICLE IV. REGULATION OF IMPROVEMENTS

4.1 Maintenance of Common Area.

A. General. The Association shall have the obligation to maintain, repair and replacement on the Common Area and all landscaping, recreational facilities and other improvements located in or on the Common Area. The costs of such shall be part of the annual assessments (Section 3.9) subject, however, to Section 4.2.

B. Member's Damages to Common Area. In the event that the need for any maintenance or repairs of the Common Area is caused through willful or negligent act or omission

of an Member, his family, guests, visitors, or tenants, the costs of such maintenance or repairs incurred by the Association shall become an assessment against the Member.

4.2 Maintenance of Lots.

In the event the Owner of a Lot fails to maintain his Lot(s) including the exterior of the improvements thereon and the yard and landscaping in a neat and clean condition, and generally in a manner satisfactory to the Architectural Committee, the Association, through its officers, agents, employees and/or independent contractors shall have the right, and each Owner by agreeing to acquire a Lot expressly grants and assigns to the Declarant or the Association, so long as Class B Voting Membership shall exist, and thereafter exclusively to the Association, the right (subject to prior notice as herein below set forth), to enter upon such Owner's Lot and repair, maintain, rehabilitate and restore the other structures located thereon to the condition deemed satisfactory to the Association. The cost thereof shall be charged against and collected from the Owner of the Lot, the amount thereof to be paid by the Owner within thirty (30) days from the date of the invoice sent to the Owner, and said amount further shall be secured by, and subject to all provisions regarding the assessment lien as provided in Article III of this Declaration. Prior to exercising the aforesaid right of restoration, the Association shall give written notice to the Owner of said Lot specifying the necessary repair, maintenance, rehabilitation or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish the same. If, at the end of said periods the work required to be performed has not been completed (or has been completed in a manner unsatisfactory to the Association), then the Association shall have the right, as above set forth, to make such repairs, maintenance, rehabilitation or restoration. Nothing herein contained shall be construed as granting to the Association any right to enter inside of any building or buildings located on a Lot without the express consent of the Owner thereof.

4.3 Water Conservation.

Each Lot Owner shall practice good conservation of water in use of all water on Owner's Lot. Specific conservation practices may be established by the Board and adopted in the Bylaws as rules and regulations of the Association. These rules and regulations shall specify the type and quantity of trees, plants and ground cover permissible on each lot.

ARTICLE V. EASEMENTS

5.1. Easements.

Easements for installation and maintenance of roadways, utilities, drainage facilities and landscaping are reserved as recorded on the documentation conveying each Lot. Within these easements no structure or other building shall be placed or permitted to remain which may damage or interfere with the use of the easement.

ARTICLE VI. GENERAL PROVISIONS

6.1. Severability.

If any clause, phrase, sentence, condition or other portion of this Declaration shall be or become invalid, null and void or for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

6.2. Enforcement.

The covenants, conditions, and restrictions herein set forth shall operate as covenants running with the land into whosoever hands the property, or any part thereof, shall come, and shall be enforceable at the suit of any and every Member, Owner, lessee or sublessee of property, the Declarant(s) or the Association. The persons entitled thereto shall have the right to sue for and obtain injunctive relief and/or damages, including attorney fees. The failure to enforce any of the covenants, conditions or restrictions at any time shall in no event be deemed to be a waiver of the right of enforcement thereafter at any time. The violation of these covenants, conditions and restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

6.3. Notice to the Association.

Notice to the Association, or requests for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to the Association at its principal place of business shown by the records of the Arizona Corporation Commission, or at any other location designated by the Association.

6.4. Notice to Owner.

Notice to any Owner of a violation of any of these restrictions or any other notice herein required shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Mohave County, Arizona, or the address of owner as shown on the deed as recorded in the Public Records of Mohave County, Arizona.

6.5. Rights of Mortgagees.

None of the covenants, conditions, and restrictions herein contained shall be deemed in any way to reduce the security or affect the validity of any mortgage or deed of trust now or hereafter executed upon the land subject to this Declaration, and if any portion of said property is sold under foreclosure of any mortgage or under the provisions of any deed of trust, or is transferred to the holder of any such mortgage or deed of trust by deed in lieu of foreclosure, then any purchaser at such sale, or such transferee, and his successors and assigns, shall hold any and all property so purchased or transferred subject to all of the provisions of this Declaration.

6.6 Alternative Dispute Resolution.

Except for any legal proceedings initiated to (i) enforce any use restrictions, easement rights or nonmonetary obligations of Members (other than Declarant) expressly set out in this Declaration; (ii)

enforce any Rules and Regulations; (iii) enforce any Design and Construction Guidelines or decisions of the Board; (iv) collect any unpaid assessments levied pursuant to this Declaration; or (v) pursue or resolve any "small claims," any dispute or claim (a "Dispute") under or pertaining to this Declaration or any provision hereof between or among (1) any Member(s) any other Member(s), (2) any Member(s) and the Association, or (3) the Declarant (or its brokers, agents, consultants, contractors, subcontractors, or employees) and any Member(s) or the Association, shall be subject to the negotiation, mediation and arbitration provisions contained herein.

A. Negotiation. Each party to a Dispute shall make every reasonable effort to meet in person and confer for the purpose of resolving the Dispute by good faith negotiation before resorting to any legal proceedings or any other dispute resolution procedure. Upon receipt of a written request from any party to the Dispute, the Board may appoint a representative to assist the parties in resolving the Dispute by negotiation.

B. Mediation. If the Dispute cannot be settled through negotiation, the parties to the Dispute shall make every reasonable effort to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules (or if such procedure is unavailable, by such other comparable entity or comparable rules as the parties to the Dispute may in good faith agree upon) before resorting to any legal proceedings or any other dispute resolution procedure.

C. Arbitration. If a Dispute cannot be settled through mediation, the Dispute shall be settled by binding, non-appealable arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any party to the Dispute does not submit the Dispute to arbitration within thirty (30) days after termination of the mediation proceedings, such party shall be deemed to have waived any claims under the Dispute and all of the other parties to the Dispute shall be released and discharged from any and all liability to such party on account of such Dispute; provided, however, nothing herein shall release or discharge such party or parties from any liability to persons or entities not a party to the foregoing proceedings. The parties to a Dispute shall cooperate in good faith to assure that all necessary and appropriate persons and entities are included in the arbitration proceeding. No party shall be required to participate in the arbitration proceeding if all persons and entities against whom the party would have necessary or permissive cross-claims, counterclaims or third-party claims are not or cannot be joined in the arbitration proceeding.

ARTICLE VII. DURATION, AMENDMENT AND TERMINATION

7.1. Duration.

The covenants, conditions and restrictions shall continue and remain in full force and effect at all times with respect to all the Property and each part thereof now and thereafter made subject thereto (subject, however, to the rights to amend, terminate, waive or vary as provided in this Declaration) for a term of ten (10) years from the date this Declaration is recorded with the Mohave County Recorder, and thereafter they shall be deemed to have been automatically renewed and extended for successive periods of ten (10) years each, for so long thereafter as may be now or hereafter permitted by law; unless revoked or amended as herein provided.

7.2 Amendment and Termination.

Prior to the termination of the Class B Membership, the Declarant may amend (which may be by a restatement) or terminate this Declaration, in such manner as Declarant determines to be necessary or appropriate in order to correct errors or inconsistencies, to comply with governmental requirements, or to effectuate the property development of the Property, in any such case without the approval of any other Member. Thereafter, this Declaration may be amended or terminated at any time and from time to time as to all of the Property or as to any portion thereof with the written consent of (i) seventy-five percent (75%) of the Class A Members entitled to vote with each Owner receiving one (1) vote for each Lot owned, and (ii) the Class B Member. No such amendment or termination shall be effective until a property instrument in writing has signed and acknowledged by the requisite Members and percentage of Members reciting the facts on which the amendment or termination is based and stating the substance of any amendment, and recorded in the Mohave County Recorder's Office. Upon compliance with such requirements, however, such amendment or termination shall be immediately effective (notwithstanding the existence of successive terms under Section 7.1).

ARTICLE VIII. DEVELOPMENT, ANNEXATION AND SUBSEQUENT CONVEYANCE

8.1 Development.

The Property may be developed in one or more phases as defined by the Declarants.

8.2. Annexation.

There shall be no additions to, or annexation into, the Property subject to this Declaration.

8.3. Subsequent Conveyance.

The Owner of a Lot may, at Owner's discretion and subject only to the laws of Arizona sell all or part of a Lot to a third party. The subsequently conveyed Lot shall be subject to all provisions of this Declaration.

ARTICLE IX. MISCELLANEOUS

9.1. Mandatory Membership.

No Owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner or Member shall be of any force or effect for any purpose.

9.2. No Dividends.

The Association, being a non-profit corporation, shall not distribute to its members any sums in the nature of dividends.

9.3. Books and Records.

The books and records of the Association to be kept by the Board of Directors thereof shall be available for inspection by any Member or any representative of a Member duly authorized in writing, or any holder of a first mortgage lien on a Lot at such reasonable time or times during normal business hours as may be requested by the Member or by the holder of said first mortgage lien.

9.4 Governing Law.

This Declaration and all of the Restrictions shall be governed by and construed in accordance with the laws of the State of Arizona.

9.5 Declarant's Disclaimer of Representations.

Notwithstanding anything to the contrary in this Declaration, Declarant makes no warranties or representations whatsoever that the development of the Property can or will be carried out, or that the Property or any other real property now owned or hereafter acquired by it is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Owner acquiring a Lot in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANTS

THE ROSSBERG FAMILY TRUST, UAD
April⁸, 2005

By: [Signature] Trustee
Its: ROSSBERG FAMILY TRUST

) DATED 7/22/92



STATE OF CALIFORNIA

County of Los Angeles) ss.

The foregoing instrument was acknowledged before me this 8 day of April, 2004, by ROBERT C. ROSSBERG Co-Trustee of THE ROSSBERG FAMILY TRUST.

[Signature]
Notary Public

My Commission Expires:

Oct. 31, 2005

MESA VISTA TRACT 4169

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LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 22 WEST OF THE GILA ND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN RECEPTION NUMBER 90-49587 IN BOOK 6 OF RECORD OF SURVEY MAPS ON PAGE 55 OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, THENCE NORTH 00 DEGREES 46 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 42.00 FEET TO THE NORTH RIGHT OF WAY LINE OF EL RODEO ROAD;

THENCE CONTINUING NORTH 00 DEGREES 46 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 952.12 FEET TO THE POINT OF BEGINNING ON THE NORTHEAST RIGHT OF WAY LINE OF A FLOOD CONTROL RIGHT OF WAY;

THENCE CONTINUING NORTH 00 DEGREES 46 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 330.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 50 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 662.68 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 89 DEGREES 19 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 661.04 FEET TO THE NORTHEAST CORNER THEREOF;



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THENCE SOUTH 00 DEGREES 49 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 662.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 89 DEGREES 10 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 661.19 FEET TO THE NORTHEAST CORNER OF SAID THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 00 DEGREES 43 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 1219.43 FEET TO A POINT ON THE NORTH LINE OF AFORESAID FLOOD CONTROL RIGHT OF WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2113.00 FEET A RADIAL BEARING PASSING THROUGH SAID POINT BEARS SOUTH 11 DEGREES 11 MINUTES 52 SECONDS WEST;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40 DEGREES 37 MINUTES 44 SECONDS AN ARC LENGTH OF 1498.34 FEET;

THENCE NORTH 38 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 63.49 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MOUNTAIN VIEW ROAD, THENCE CONTINUING NORTH 38 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 69.15 FEET TO THE CENTERLINE OF SAID MOUNTAINVIEW ROAD AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 37.30 ACRES MORE OR LESS



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Site Plan of Property
MESA VISTA

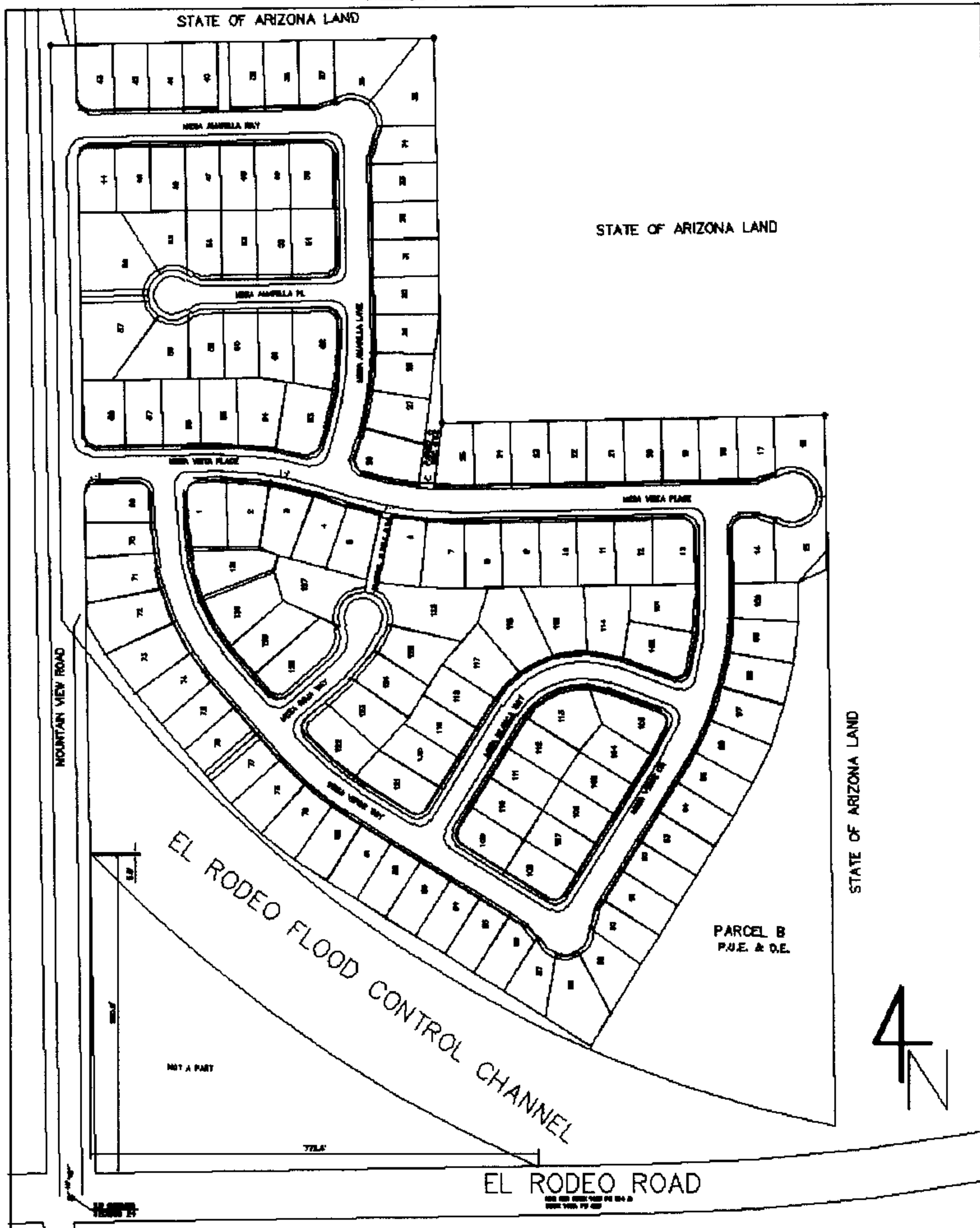


EXHIBIT B