

When recorded return to:
MCO Properties Inc.
P.O.Box 17795
Fountain Hills, Arizona 85268
Attn: **Greg Bielli**

DECLARATION OF RESERVATIONS

FireRock Ridge

FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA

THIS DECLARATION is made this ____ day of ____, 1992 by **MCO PROPERTIES INC.**, a Delaware corporation (the "Declarant").

The Declarant owns the real property described in Fountain Hills Arizona Final Plat No. 415, Maricopa County, Arizona recorded at **Book** __ of Maps, Pages _____, in the records of that County (the "Property").

The **Declarant** intends to hold, sell, dispose of, control the use of, encumber, and convey the Property and other plats or **portions** of plats to be known as FireRock Ridge, and **desires to** subject the Property to protective reservations, covenants, conditions, **and** restrictions for FireRock Ridge (the "Declaration") binding on itself and any subsequent owners or users of **the** Property.

The Declarant intends to assure consistent and orderly development of FireRock Ridge, and, accordingly, Declarant has **prepared** a set of **architectural** and landscaping guidelines, which may be modified, amended, supplemented, or abandoned from time to **time by the Association**

(as defined in this Declaration), entitled "**FireRock** Ridge Architectural Guidelines and Standards" (the "Guidelines") to assist and govern present and future property within **FireRock** Ridge in connection with structures and landscaping to be placed thereon.

Declarant intends to subject the Property and other plats or portions of plats to be known as **FireRock** Ridge to the **Guidelines**, binding itself and any subsequent owners or users of that land.

THEREFORE, the **Declarant** hereby establishes a **general** plan for the **protection**, maintenance, development and improvement of **FireRock** Ridge, and hereby subjects the Property to the Declaration and the Guidelines, as the Guidelines may from time to time be modified, amended, supplemented, or abandoned by the Association.

This Declaration is designed for the benefit of **all** of the property in **FireRock** Ridge, now **and** in the future. **Declarant** hereby **imposes** the protective conditions **contained** in this Declaration upon all lots, parcels, and portions of **FireRock** Ridge and subject to which all lots, parcels and portions of **FireRock** Ridge shall **be** held, **leased**, sold, used and conveyed. Each condition is for the benefit of all of the property in **FireRock** Ridge and each owner thereof, shall run with the land, shall inure to and pass with each lot, parcel of land, or portion thereof in **FireRock** Ridge, and **shall** apply to and bind the owners thereof and their **respective** successors in **interest**. Each and **every** condition is imposed upon **FireRock** Ridge as a **mutual**, equitable servitude in favor of each and every lot, parcel of land or portion **thereof** as the dominant tenements, in favor of the **Declarant**.

SECTION I. Definitions

The following defined terms have the **following meanings when used** in this Declaration:

- A. Assessment Exempt Lots. Any lot owned by a governmental agency or entity and used for official non-proprietary governmental purposes.
- B. Committee of Architecture. The Committee of Architecture as established by this Declaration.
- C. Common Area. All real property and the improvements thereon, owned or leased from time to time by the Association (as defined below) for the common use and enjoyment of the owner's of Lots (as defined below), including without limitation, natural open spaces, private storm drains, walkways, certain landscaped areas and private recreational facilities within FireRock Ridge.
- D. Declarant. MCO Properties Inc., its successors or assigns.
- E. Lot. Any single parcel of property within FireRock Ridge, whether or not a structure is located thereon. If an owner combines two or more Lots into one for a single use, the combined area shall nevertheless be considered as containing the original number of Lots. If a Lot is subdivided into two or more smaller lots (upon approval of the Board of Directors described below and the Fountain Hills Committee of Architecture), each resulting division shall not be considered a separate Lot, but rather a fractional portion of the original Lot.
- F. FireRock Ridge. The Property, together with any property in other plats or portions of plats later annexed into the coverage of this Declaration as provided in Section VII.D.

SECTION II. Architectural Control.

- A. Purpose. The purpose of imposing architectural control in FireRock Ridge is to assure aesthetic integrity, to protect the health and welfare of residents, to protect the

natural environment and to **prevent** nuisances **detrimental** to other **properties** within Fountain Hills.

B. **Appointment of Committee.** Declarant shall **appoint** a **Committee** of Architecture consisting of five person's, **one** of which shall be a Maricopa County resident. The **Board** (as defined in Section IV) shall have the **power** to create and **fill** vacancies on the **Committee**. **Upon** the termination of the **class "B" votes**, **vacancies on the committee shall be filled** through a **procedure adopted** by a majority of **the** then lot owners.

C. **Purpose of Committee.** It shall be the **general purpose of this Committee** of Architecture to **provide** for **maintenance of** a high standard of architecture and construction in such a manner as to **enhance** the aesthetic values and **structural soundness** of improvements at **FireRock Ridge**. The **Committee** of Architecture shall be **guided by, and, except when, in** their sole **discretion, good planning would dictate to the contrary, controlled by this Declaration**. The **Committee of Architecture shall make available a copy** of this Declaration to any and **all** lot owners upon *request*.

D. **Rules and Regulations.** The **Committee of Architecture shall adopt** reasonable **rules** and regulations for the **conduct of its proceedings and may fix the** time and place for its **regular meetings** and for such **extraordinary meetings** as **may be necessary, and shall** keep written minutes of its **meetings, which shall be open for inspection to any lot owner upon the consent of any one of the members** of that **Committee**. **The Committee of Architecture** shall by a majority vote **elect one of its members as** chairman and **one of its members** as **secretary** and the duties of such **chairman and secretary** shall be such as **usually pertain to those offices. Any and all rules or regulations adopted by the**

Committee of Architecture **regulating** its **procedure** may be changed by that Committee from time to time by a majority vote. The Committee of Architecture shall determine whether the conditions **contained** in this Declaration are being complied with, and may adopt reasonable rules and regulations in order to **carry** out its duties.

E. All Lots Subjected. All property in FireRock Ridge is hereby made subject to the jurisdiction of the FireRock Ridge Committee of Architecture and to its **rules of architecture** as amended, modified or supplemented from time to **time**, and **all** owners or users of property in FireRock Ridge shall comply with the requirements of the FireRock Ridge Committee of Architecture. Additionally, all Lots within FireRock Ridge are subject to the existing rules **contained** in **the** Final Plat 101 Declaration (defined below), as incorporated in **this** Declaration, the **Guidelines**, and to additional rules and development **guidelines** established by the Association, as those additional rules and development guidelines may from time to time be modified, amended, supplemented or abandoned by those entities; provided, however, any modifications to **existing** rules **contained** in the Final Plat 101 Declaration **shall only be** incorporated herein, as **modified**, if done *so* in a written instrument signed by the **Declarant**, covering the Property and recorded in **Maricopa** County, Arizona. **Declarant** shall furnish to each initial Lot purchaser a copy of the Guidelines. **Thereafter**, the FireRock Ridge Committee of Architecture shall make available copies of the **Guidelines** and any changes thereto.

F. Guidelines Enforcement. The **Association** and the FireRock Ridge **Committee of Architecture** are hereby **empowered** to enforce the **Guidelines** with **respect to any**

construction and landscaping now or subsequently placed in FireRock Ridge, as well as any additions and modifications to that construction and landscaping.

G. Changes. Declarant intends that the Guidelines be a flexible instrument. Accordingly, the FireRock Ridge Committee of Architecture may change the **Guidelines** in any manner, to supplement, amend, delete, **modify**, or abandon the Guidelines as it deems reasonable, in its sole discretion.

SECTION III. Land Use.

A. Restrictions. All Cots in the area of FireRock Ridge covered by this Declaration with the exception of lots 21 and 42 shall be designated as R1-35 SINGLE-FAMILY RESIDENTIAL lots and shall be **improved**, used, and occupied in accordance with the provisions and conditions set forth under this Declaration for R1-35 Land use and Article XXII-B (Planned Development Overlay Zoning District) of the Maricopa County Zoning Ordinance, provided, however, such use may be changed where the changes are not detrimental to the **overall** intent of this Declaration and where prior approval for the changes is obtained from the FireRock Ridge Committee of Architecture, the Board, and any governmental agency having **jurisdiction**. Lot 21 shall be designated C-1 as defined in the Town of **Fountain** Hills Zoning Regulation Code Ordinance, provided, however, Declarant may change this **designation** if the current **zoning** designations of the Town of Fountain **Hills** for this lot is changed, provided that **the** designation hereunder is consistent with the designation of the Town of Fountain Hills under its **Zoning** Regulation. Lot 42 shall be **designated** I-2, **Industrial Unit** Plan of Development as defined in the Town of **Fountain** Hill Zoning Regulation **Code** Ordinance.

B. Minimum Size. The living area of any **dwelling erected** on a Lot covered by **this** Declaration shall be two thousand square feet, exclusive of patios, garages, covered porches, accessory structures, etc.

C. R1-35 Land Use: Low Density Single-Family Residential.

The following regulations shall apply in the R1-35 **land** use zone unless otherwise provided in this Declaration:

1. Uses Permitted. A building or premises shall be used for only the following purposes:

- a. Single-family dwellings.
 - b. Accessory buildings and uses necessary to the above use, including private swimming pools along **with** incidental installations, such as pumps and filters, provided the pool and **incidental installation** are located in other than the required front yard and screened from adjoining lots by a solid wall or protective fence of not less than four and one half feet in height nor more than six feet in height, and provided the pool sets back from all lot **lines** a distance of not less than seven feet.
 - c. Churches.
 - d. Public schools, elementary and high, and private schools **with** a **curriculum** the same as customarily given in public schools.
 - e. Service to the public of water, gas, electricity, telephone, telegraph, steam, hot or cold air, and sewage including waste water **treatment** plants.
- The** foregoing **shall** be **deemed** to include attendant **facilities** and

appurtenances to these uses, **including**, without limitation, distribution, collector and feeder **Lines**, pumping or booster stations along pipelines, and substations along electric transmission lines.

f. Golf courses, **including** clubhouses located thereon, but not including miniature courses or practice **driving** tees operated for commercial purposes.

g. Libraries, museums, parks, playgrounds, tennis courts, and community buildings, provided those uses are conducted on a **non-profit** basis.

2. **Height Regulations.** The maximum height of buildings shall not exceed 20 feet from natural grade.

3. **Yard Regulations.** The required yards are as follows:

a. **Front Yard**

(1) There shall be a front yard having a depth of not less than 40 feet with the sole exception of lots 10, 11, 15, 16, 19 and 20 which shall have a depth of not less than 20 feet.

(2) For through lots, a front yard shall be provided along both front lot **Lines**.

(3) **Yards** along each **street** side of corner lots shall have a width equal to not less than one-half the depth of the required front yard. **Yards** along each street side of corner lots shall otherwise conform **with** regulations applicable to **front yards**.

- b. Side Yard. There shall be a side yard on each side of a building having a width of not less than 20 feet.
 - c. Rear Yard. There shall be a rear yard having a depth of not less than 40 feet with the sole exception of lots 10, 11, 15, 16, 19 and 20 which shall have a depth of not less than 20 feet.
4. Intensity. The intensity of use regulations are as follows:
- a. Lot Area. Each lot shall have a minimum lot area of **35,000 square** feet, with the sole exception of lots 10, 11, 19 and 20 which shall have a minimum lot area of 30,000 square feet.
 - b. Lot Width. Each lot shall have a minimum width of 150 feet.
 - c. Lot Area Per Dwelling Unit. The minimum lot area per **dwelling unit** shall be 35,000 square feet with the sole exception of lots 10, 11, 19 and 20 which shall have a **minimum** lot area per dwelling unit of 30,000 square feet.
 - d. Lot coverage. The **maximum** lot coverage shall be 20% of the lot area and the living area of dwellings shall **contain** a minimum square footage of 2,000 square **feet** exclusive of patios, **carports**, garages, covered porches, **etc.**
 - e. Distance Between Buildings. The minimum distance between **buildings** on the same lot shall be 10 feet.
5. Paving Regulations. The **paving regulations** are as provided in the General Land Use Regulations **incorporated** into **this Declaration**.

6. Subdivision of Lots. No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale, or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with the provisions of this Declaration, and in compliance with any local, county, or state regulations.

7. Incorporated Regulations. All improvement standards, definitions, and general land use regulations (collectively the "Regulations"), refer to those contained in this Declaration and those contained in pages 4-19, inclusive, of the Declaration of Reservations, Fountain Hills, Arizona, for Final Plat 101 recorded at Docket 8821, on Pages 72 through 120, in the Office of the Maricopa County Recorder (the "Plat 101 Declaration"). Those portions of the Plat 101 Declaration are hereby incorporated into and made a part of this Declaration; provided, however, in the event that any of the provisions of this Declaration conflict with any of the sections of the Fountain Hills Zoning Regulation, as applicable to FireRock Ridge, the more restrictive of the two shall govern, and provided further that any modification to those portions of the Plat 101 Declaration which are incorporated herein which may be changed from time to time, shall only be incorporated herein, as modified, if done so in a written instrument signed by the Declarant and recorded in Maricopa County Arizona.

SECTION IV. Property Owners Association.

A. Organization. On or before the date of the first conveyance of a Lot to a Lot owner other than Declarant, Declarant shall organize a corporation to be called the FireRock

Ridge Property Owners Association, Inc. (the "Association"). The Association shall be a non-profit Arizona corporation, having the duties and powers prescribed by law and set forth in the Association's Articles and Bylaws and in this Declaration. In any conflict between provisions of those Articles or the Bylaws and this Declaration, the provisions of this Declaration shall control.

B. Board of Directors. The affairs of the Association shall be conducted by its board of directors (the "Board") which shall consist initially of three members ("Members") to be appointed by the Declarant. The initial appointment shall designate those Members for terms through the first annual meeting of the Association. At the first annual meeting, Lot owners shall elect one Member for an initial term of three years, one for an initial term of two years and one for an initial term of one year. All subsequent terms shall be for three years and individuals shall be elected to those terms according to rules established in this Declaration and in the Association's Bylaws. If a Member resigns or otherwise vacates his office, the remaining Members, if there are at least two, shall appoint a replacement for the remainder of the original term of the vacating Member. If vacancies leave fewer than two Members, a special election by the Lot Owners shall be held within 10 days after the date of the creation of the vacancy which left fewer than three Members. The election shall be conducted according to voting rules established herein and in the Association's Bylaws and new Members shall be elected to fill the unexpired terms of those resigning or otherwise vacating.

C. Board Duties. The Board shall be responsible for all of the affairs of the Association and shall undertake business activities including, but not limited to, the following:

1. Enforcing the provisions of this **Declaration**, the Guidelines, the **Articles**, and the Bylaws, seeking enforcement **and/or** remedy at any court of law **as** reasonably necessary;
2. **Establishing** rules and regulations in furtherance of the objectives of this Declaration, which **will** be enforceable **as** if **contained** in this **Declaration**;
3. **Entering** into contracts on behalf of the Association, paying **taxes**, and assuring that the Association's business obligations are met;
4. **Maintaining** corporate records;
5. Causing periodic financial statements to be prepared, at least annually, and making copies of those statements available to any Board member or Lot owner who requests a copy;
6. **Hiring** employees or contracting with management **firms** as necessary;
7. **Arbitrating** disputes between Lot owners, when requested by all parties to the dispute, and when the dispute is **within** the context of this Declaration **as** interpreted by the **Board**. The results of such arbitration shall be **binding** on all parties;
8. **Establishing** an annual budget for maintenance of **any** improvements on **areas** designated by the Board and on Common Areas, **any landscaping to be maintained** by the Association, and **administrative** or other costs, **and** determining the **regular** assessment to be charged to each Lot owner, **recording** a lien upon the property of any **Lot** owner when such owner **becomes** more **than** 90 days delinquent according to **the** payment **schedule** established for **the regular** assessment, any

special assessment, or any maintenance assessment levied according to **procedures** contained in this Declaration. When an owner becomes 30 days or more delinquent on any regular, special, or maintenance assessment payment schedule, then the remaining amount of such assessment (i.e., the amount **allocable** to subsequent periods **which** would not otherwise be immediately due and payable) shall, at the option of the **Board**, become immediately due and payable; and

9. Assuring that adequate liability insurance for the Association, **Members**, and employees is maintained. One million dollars of coverage limits for each occurrence shall be the minimum required. In addition, insurance to be provided by the Association shall provide coverage for the Association and its property, workers' compensation, employee health, and related items. Such insurance shall in no event provide protection for the individually owned **Lots** or activities of individual Lot owners.

D. **Board Powers**. The Association may buy, sell, rent, or lease property, real or personal, and **accept gifts and dedications** thereof; **borrow** and lend money; pledge and encumber its assets and **fill vacancies** on the **Committee**.

E. **Declaration Controls**. The Board shall be guided **by**, and, except when in its sole discretion good **planning** would dictate to the contrary, controlled by the **provisions** of this Declaration, and shall determine whether the conditions of **this** Declaration are being complied with.

F. **Non-liability**. **Declarant**, the Board, and **officers** of ~~the~~ Association, shall not be Liable in **damages** to **any** owner of property **affected** by **this** Declaration by **reason of**

mistake in judgment, negligence, or **nonfeasance** arising out of the exercise of their rights, or performance of their duties called for under this Declaration, and every owner of such property agrees that he will not bring any action or suit against **Declarant**, the Board, or officers of the Association to recover any such damages.

G. Association Membership. Each owner of a Lot shall be a member of the Association. That membership may not be separated from ownership or conveyed independently of the Lot to which it is appurtenant. Owners of more than one Lot shall have a separate membership for each Lot owned.

H. Voting. Each owner of a Lot is entitled to one vote for each Lot. If there is more than one owner for an individual Lot, only one membership exists, with only one vote for each Lot. In the event of a dispute among owners of a Lot as to how the votes for that Lot are to be cast, the Board at its discretion may cause the vote to be cancelled until the owners resolve their dispute. If one owner owns more than one Lot and combines them into a single parcel for a particular purpose, one membership for each Lot owned shall be allowed. If any **Lot** is legally subdivided, each newly created **parcel** shall be **considered** a fractional portion of the original **Lot**, **subject** to this Declaration and subject to assessments as provided below. Assessment Exempt Lots shall not be entitled to vote.

I. Classes. There shall be two **classes** of votes:

1. **Class "A" Votes.** Owners of one or more Lots shall have the right to one vote for **each Lot** owned.

2. Class "B" Votes. **Declarant** shall have three votes for each **Lot** it owns in **FireRock Ridge**. The Class "**B**" votes shall terminate (a) when **Declarant** no longer owns property in **FireRock Ridge**, (b) on December 31,2008, or (c) when **Declarant** relinquishes its Class "**B**" votes, **whichever first** occurs. At that time, **Declarant** shall have the right to one **Class "A"** vote for each **Lot** it owns in **FireRock Ridge**. On the date the **Class "B"** votes **terminate**, if full-time employees of **Declarant** constitute a majority of members of the Board, **Declarant** shall cause one or more of such members to resign so that the remaining percentage of members who are employees of the **Declarant** do not constitute a majority.

SECTION V. Liens and Assessments.

A. Creation. There is hereby created a lien in favor of the Association against each Lot in **FireRock Ridge** in the amount of all regular, special and maintenance assessments as described below. Such liens shall be subordinate to **all** first mortgage liens or deeds of trust, and to liens for taxes and other public **charges** which by law are expressly made superior. All Liens recorded prior to the date of **recording** of this **Declaration** shall also **be** superior to the lien created herein in favor of the Association, **unless specifically** subordinated of record by the holders of that lien.

B. Assessments. There shall be three **types** of assessments:

1. Regular Assessments. This assessment shall be made yearly, based on the annual operating budget of the **Association** and adequate **allowance** for reserve **as determined** by the Board of **Directors**. The assessment for each **Lot** shall be

made by dividing the total amount of the budget and reserve charges by the total number of Lots in FireRock Ridge, less the number of Assessment Exempt Lots; each Lot owner shall pay the resulting amount.

a. Initial Regular Assessment. The first regular assessment shall be levied beginning the first day of the first month after the recordation of this Declaration. This assessment shall be based on the anticipated cost of operating the Association as though all Lots had been sold, all planned improvements in place, planned landscaping installed, all signs and monuments in place, and including all expected recurring expenditures, with the actual cost of liability insurance included. Each owner of a Lot shall be liable to pay the assessed amount; however, the Declarant shall not be responsible for the payment of the assessment on, unsold Lots owned by it if it elects instead to pay the difference between the actual operating costs of the Association and the amount of assessments levied against all Lots not owned by Declarant. This procedure shall continue as long as there are Class "B" votes, but when the conditions of Section II (I)(2) are met, the Declarant shall pay only for assessments on each Lot which it then owns.

b. Proration and Increase of Regular Assessment. The initial regular assessment shall not exceed \$150.00 per year for each Lot owned, and will be payable annually in advance. If the initial assessment period is less than a full year, the assessment shall be prorated. The regular assess-

ment may be increased on **January** 1 of each **year** by an amount no greater than the **higher** of (a) five percent over the previous year, or (b) the percentage increase in the Consumer Price Index between September of the previous **year** and September of the year before that, unless a larger increase is approved by a vote of 51 % or more of both **classes** of votes. The "Consumer Price Index" shall **mean** the "Consumer **Price** Index for Wage **Earners** and **Clerical** Workers, 1982-84 equals 100" or, if no longer in effect, the most nearly comparable U.S. Government index. After December 31, 1993, the Association may, from time to **time**, change assessment payment periods to be **quarterly**, monthly, **annually**, or otherwise, **as** the Association determines is appropriate. The **Board** may determine the **initial** and subsequent regular assessments in accordance with this paragraph, but at its discretion, as long as there are **Class** "B" votes, the Board may waive any portion of the assessment on an equal basis for each assessment unit, to adjust for reduced expenses resulting from partial development. If a waiver is **given** for any **portion** of **the** assessment, it shall be effective **throughout** the **remainder** of the **assessment** year in which it is **given**. The **Board** may then revert to a full assessment for the next and subsequent **years**, at its option.

2. Special Assessments. Special assessments for capital improvements (new or replacement), for **unplanned** expenses of **normal** operations, or for other **reasons** **determined** by the Board, may be levied, provided that those assessments are

approved by a majority of eligible votes in each class of votes, either by a vote at a meeting called for that purpose, or by written consents by members of the Association. When a special assessment is approved, each Lot owner will be assessed a **pro-rata** share of the total **amount** according to the number of assessment units assigned to his Lot.

3. Maintenance Assessments. Each Lot owner shall keep his Lot **clean** and free of excessive **weed** growth, and **shall** keep all improvements thereon in good repair. Each Lot owner also shall keep his Lot free of nuisances as described by Board rules or by this **Declaration**. The Board may adopt rules declaring existing activities to be a nuisance, and may **thereafter** require the cessation of such activities. Any Lot owner having proper notice from the Board or its designated agent may be required to clean the Lot, *repair* the improvements, or remove any nuisances. If, after proper notice, such action is not taken by a Lot owner, the Board may enter upon the property or **allow** employees or contractors to enter upon the Lot to clean, *repair* or remove the nuisance. The owner of the Lot **shall** pay all costs of such action, and such amount shall constitute a **maintenance lien** against the subject Lot. If the maintenance lien is not paid **within** 30 days after being **billed**, the amount of **the maintenance** lien shall be **recorded** with the **Maricopa** County Recorder as a lien against the Lot.

C. Assessment Collection. After **reasonable** efforts to collect past due assessments, the **Board** may **take** appropriate **legal action, including**, but not **limited** to, **foreclosure** of **its** e n The owner of the Lot upon which the **delinquent** assessments are **levied** shall reim-

burse the Association for the full principal amount and reasonable legal and administrative costs, including court costs. All assessments past due by 30 days or more shall incur reasonable handling fees, plus an interest charge equal to 12% per annum.

SECTION VI. Common Areas and Improvements

A. Establishment. On or before the date of the first conveyance of a Lot to a Lot owner other than the Declarant, Declarant shall convey to the Association the Common Area shown as Tract A in Fountain Hills Arizona Final Plat No. 415 referenced in this Declaration. Declarant shall convey the Common Area to the Association free of all liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), title exceptions of record and the covenants, conditions, reservations and restrictions contained in this Declaration, and those portions of the Plat 101 Declaration which are incorporated into this Declaration and the instrument which conveys the Common Area to the Association. Portions of other plats may later be conveyed to the Association in a similar manner, and shall also be known as FireRock Ridge Common Area.

B. Improvements.

1. The Declarant may, but shall not be obligated to, install certain drainage facilities within FireRock Ridge. The Declarant may, but shall not be obligated to, enhance the aesthetic appearance of FireRock Ridge by creating parks, installing landscaping and Lighting along certain public rights of way and medians and in certain easements, and providing signs or monuments to identify streets, special features, and the like. Furthermore, the Declarant may retain certain

easements, use public utility easements, and use **drainage** easements for future installation of other facilities, which, when installed, shall be **maintained** by the Association.

2. The Association may also install improvements in the **Common Area** or easements on Lots, consistent with those installed by the **Declarant**. The **Association** shall prevent any Lot owner from removing or altering any such improvements (whether installed by the **Declarant** or by the Association) where such items have been installed on easements reserved for that purpose. Costs to the Association of such installation and/or prevention shall be included as part of the assessments set forth in Section VI.B. above, with the **Board determining** whether the cost is a regular assessment or a special assessment.

C. **Maintenance**. The Association shall be responsible for the maintenance, repair and replacement of the **Common Area** and the improvements described above, and may, without any **approval** by the Lot owners, do **any** of the following:

1. **Reconstruct**, repair, replace, remove, maintain or **refinish** any **improvement** or **portion** thereof **upon** any such **area** (to the extent that such work is not done by a **governmental** entity, if **any**, responsible for the **maintenance** and upkeep of such **area**);

2. Construct, **reconstruct**, repair, maintain, replace, remove or **refinish** any portion of the **Common Area** used as a road, street, **walk**, driveway or **flood** control area;

3. Replace or remove injured and diseased **trees** or other **vegetation** in any such **area**, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil **and/or** for aesthetic purposes;
4. Place and **maintain** upon any such area signs **as** the Board may deem appropriate for the proper **identification**, use and regulation **thereof**;
5. Place and maintain **signs** as the Association may deem appropriate in connection with the **subdivision** at **locations** outside of the Common **Area** and FireRock Ridge, and obtain permission from the owners of land upon which such signs are located in **connection** with landscaping, **maintenance**, and utilities for such signs; and
6. Do **all** such other and further acts which the Board deems necessary to preserve and protect the Common **Area** and the beauty thereof, in accordance with the general **purposes** specified in this **Declaration**.

The Board shall be the sole judge **as** to the appropriate maintenance of the Common **Area**. The cost of the **maintenance activity required** by this paragraph, **together** with **all** other **related** expenses shall be included as **part** of the **regular assessment set** forth above.

SECTION VII. Miscellaneous.

A. **Dedication.** Declarant reserves the right to convey and dedicate rights of way and easements for drainage purposes, public utilities, and television and other communication **cables**, over a five **foot strip** of **land within and** along **all side and rear ~~lot~~ lines of each** and every Lot.

B. Run with the Land; Amendments. The provisions of **this Declaration** shall **run** with the land and shall be binding upon **all** parties and **all persons** claiming under them for 25 years **from** the date of this Declaration, at which time this Declaration shall be automatically extended for successive periods of 10 years unless a majority of Lot owners vote to terminate this Declaration. This Declaration may be amended, in whole or in part, or terminated only by a majority of both Class "**A**" and "**B**" votes, or, if there are no Class "**B**" votes, by a majority of the votes; provided, however, that no provision of this Declaration respecting rights or privileges in favor of **Declarant** may be amended without the prior consent of **Declarant**.

C. Conflicts. If any of the provisions of this **Declaration** conflict with any other provisions in this Declaration or incorporated in **this Declaration**, the more restrictive of the two shall govern. If any **paragraph**, section, sentence, clause or **phrase** of the provisions hereof shall be or become illegal, null or void for any reason, or shall be held by any court of competent **jurisdiction** to be illegal, null or void, the **remaining** paragraphs, sections, sentences, clauses or **phrases** herein **contained** shall not be affected **thereby**.

D. Annexation. **Declarant** shall have the right to annex other land owned by it **into** the coverage of **this Declaration** by **recording**, in the **land** records of **Maricopa** County, a Declaration of Annexation describing the real property to be brought **within** the coverage of this Declaration. **Any** such Declaration of Annexation may **supplement** this **Declaration** with additional **provisions** as **Declarant** may **deem** appropriate for **the real**

property annexed. Each separate parcel of such **real** property, as shown on any recorded plat map, shall be considered a **Lot** for purposes of this Declaration.

E. Enforcement.

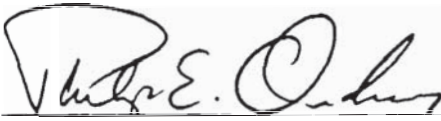
1. If an owner of any Lot in FireRock Ridge or his heirs, or assigns, shall violate or attempt to violate any of the conditions or covenants herein, it shall be lawful for any other person or persons **owning** any other Lots subject to **this Declaration** to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions or covenants and either to prevent **him** or them from doing so or to recover damages or other dues for each violation.

2. In order to enhance and protect the value of the Lots described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any conditions, either to prevent such violations or to recover damages or other dues for each violation is **also** expressly reserved to the **Declarant**, its **successors** or assigns whether or not **Declarant** is a Lot owner. **Declarant's** right to prosecute **proceedings** shall terminate when improvements have been erected in conformance with these conditions on 90% of the Lots **within** FireRock Ridge.

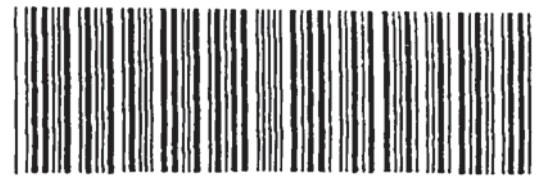
PROVIDED, HOWEVER, that a breach of any of the conditions or covenants in this Declaration shall not in any way affect any valid mortgage or lien made in **good** faith and for value **and** not made for **the purpose of defeating the purposes of** such **reservations and** restrictions.

"Declarant"

MCO PROPERTIES INC.

By: 
Name: PHILIP E. ORDWAY
As its: EXEC. VICE PRESIDENT

Added for
Bill



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0934161 10/08/99 12:05

JAN 1 1999 1 OF 2

When Recorded, mail to:

MCO PROPERTIES L.P.
16838 E. Palisades Blvd.
Fountain Hills, AZ 85268
Attn: Linda F. Lyman

13F2

**AMENDMENT TO DECLARATION OF RESERVATIONS
FIREROCK RIDGE, FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA**

PLEASE TAKE NOTICE,

The undersigned, Eugene Owens, the President, and Robert Tripp, the Secretary of the FireRock Ridge Property Owners Association, Inc., (the "Association") hereby certify that this Amendment to Declaration of Reservations (the "Amendment") was adopted in accordance with the requirements of that certain Declaration of Reservations, FireRock Ridge, Fountain Hills, Maricopa County, Arizona recorded January 29, 1993 as Document No. 93-0057022, Official Records of Maricopa County Recorder (the "Declaration"), as amended by that certain FireRock Ridge Declaration of Annexation recorded February 6, 1995 as Document No. 95-0068128, Official Records of Maricopa County, Arizona (the "Declaration of Annexation")

Now, therefore, the undersigned, representing a majority of the votes under the Declaration and the Lot owners subject to the Declaration and Declaration of Annexation, hereby amend the Declaration as follows:

1. Paragraph F of Section VII, Miscellaneous, is hereby added to the Reservations:

F. Deannexation The Declarant, or, after the termination of the Class B Membership, the Board, shall have the right to deannex Lots from these Reservations by recording in the land records of Maricopa County, a Declaration of Deannexation describing such Lots to be deannexed, provided that such deannexation shall only be permitted if (i) any Lots to be deannexed will contemporaneously with such deannexation become subjected to covenants, conditions and restrictions providing for land use regulations and architectural control reasonably similar to the regulations and control provided hereunder, (ii) the owner or owners of Lots to be deannexed consent to such deannexation, and, (iii) the Declarant or the Board, as applicable, determines that such deannexation will not have a material adverse impact upon the Association or the remaining Lots. Upon the recordation of a Declaration of Deannexation, these Reservations shall be considered abrogated, annulled and canceled with respect to such Lots and all conditions, regulations, and land use restrictions contained herein shall be of no further force and effect with respect thereto.

Dated Sept 29, 1999.

FireRock Ridge Property Owners Association, Inc.

By: Eugene Owens
Eugene Owens

Its: President

By: Robert M. Tripp
Robert Tripp

Its: Secretary

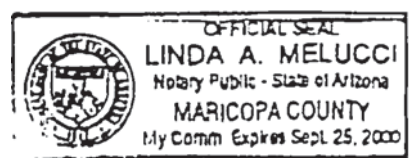
STATE OF ARIZONA §
 §
 §
COUNTY OF MARICOPA §

The foregoing instrument was acknowledged before me this 29th day of Sept, 1999 by Eugene Owens President of the FireRock Ridge Property Owners Association, Inc., an Arizona corporation, on behalf of the corporation.

Linda Melucci
Notary Public in and for the State of Arizona

My Commission Expires: 9/25/2000

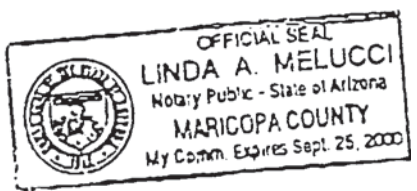
STATE OF ARIZONA §
 §
 §
COUNTY OF MARICOPA §



The foregoing instrument was acknowledged before me this 29th day of Sept, 1999 by Robert Tripp Secretary of the FireRock Ridge Property Owners Association, Inc., an Arizona corporation, on behalf of the corporation.

Linda Melucci
Notary Public in and for the State of Arizona

My Commission Expires: 9/25/2000





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0934162 10/08/99 12:05

JENNIFER 2 OF 2

When recorded mail to:

MCO Properties L.P.
16838 E. Palisades Boulevard
Fountain Hills, Arizona 85268
Attn: Linda F. Lyman

2052

DECLARATION OF DEANNEXATION

FireRock Ridge
Fountain Hills, Maricopa County. Arizona

PLEASE TAKE NOTICE,

The undersigned, Eugene Owens, the President and Robert Tripp, the Secretary of the FireRock Ridge Property Owners Association, Inc. (the "Association") hereby certify that this Declaration of Deannexation (the "Deannexation Declaration") was adopted in accordance with the requirements of that certain Declaration of Reservations, FireRock Ridge, Fountain Hills, Maricopa County, Arizona recorded January 29, 1993 as Document no. 93-0057022, Official Records of Maricopa County Recorder (as amended, the "Declaration"), as amended by that certain FireRock Ridge Declaration of Annexation recorded February 6, 1995 as Document no. 95-0068128, Official Records of Maricopa County, Arizona, and pursuant to that certain Amendment to Declaration recorded ~~September~~ 8th 1999, as Document No. 99-0934162, Official Records of Maricopa County Recorder.

1. The following real property is hereby deleted from the Declaration, as amended, the Deannexed Property (the "Deannexed Property"):

Lots 1 and 2, Block 1 and Lots 1 through 4, Block 2, Fountain Hills, Arizona, Final Plat No. 412-A, County of Maricopa, Arizona, as recorded in Book 158 of Maps, Page 20; and

Lots 21 and 22, Fountain Hills, Arizona, Final Plat: No. 415, Maricopa County, Arizona, recorded in Book 358 of Maps, Page 27.

2. The Declaration, as amended, is hereby abrogated, canceled and annulled with respect to the Deannexed Property, and all conditions, regulations, land use restrictions contained therein shall be of no further force and effect with respect the Deannexed Property.

Except as specifically set forth herein, the Declaration is and shall be unchanged by this Amendment.

DATED Sept 29, 1999

FireRock Ridge Property Owners Association, Inc.

By: Eugene Owens
Eugene Owens
Its: President

By: Robert M. Tripp
Robert Tripp
Its: Secretary

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

Sept The foregoing document was acknowledged before me this day of 1999, by Eugene Owens, President of the FireRock Ridge Property Owners Association, Inc., an Arizona corporation, on behalf of the corporation.

Linda Melucci
Notary Public

My commission expires: 9/25/2000



STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing document war acknowledged before me this 29th day of Sept 1999, by Robert Tripp, Secretary of the FireRock Ridge Property Owners Association, Inc., an Arizona corporation, on behalf of the corporation.

Linda Melucci
Notary Public

My commission expires: 9/25/2000



G:\SER\S\LAURA\WIN\FIRE ROCK\AMENDEC.VRT

EXHIBIT " A

The Lots

412-A. Block 1, Lots 1 & 2

412-A, Block **2**, Lots 1 through **4**

415, Block 2, Lots 21 & **22**

When Recorded Mail To:

Burton T. Cohen
7333 E. Doubletree Ranch Road
Suite 205
Scottsdale, Arizona 85258



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2006-0191268 02/09/06 16:53
1 OF 1

RE1120

**CERTIFICATE OF SECOND AMENDMENT
TO
DECLARATION OF RESERVATIONS
FIREROCK RIDGE
FOUNTAIN HILLS, MARICOPA COUNTY, ARIZONA**

This Certificate of Second Amendment to Declaration of Reservations, FireRock Ridge, Fountain Hills, Maricopa County, Arizona ("Certificate of Amendment"), is made as of the 3rd day of February, 2006, by the FireRock Ridge Property Owners Association, an Arizona nonprofit corporation ("Association").

Recitals

A. A Declaration of Reservations, FireRock Ridge, Fountain Hills, Maricopa County, Arizona was recorded on January 29, 1993, as Instrument No. 93-0057022, records of Maricopa County, Arizona ("Declaration").

B. A Declaration of Annexation to the Declaration was recorded on February 6, 1995, as Instrument No. 95-0068128, records of Maricopa County, Arizona.

C. An Amendment to Declaration was recorded on October 8, 1999, as Document No. 99-0934161, records of Maricopa County, Arizona.

D. A Declaration of Deannexation from the Declaration was recorded on October 8, 1999, as Document No. 99-99-0934162, records of Maricopa County, Arizona.

E. Capitalized terms used in this Certificate of Amendment without definition shall have the meanings given to such terms in the Declaration.

F. Section VII.B. of the Declaration provides that the Declaration may be amended, in whole or in part, by the affirmative vote of a majority of the votes existing in the Association.

G. The amendment to the Declaration set forth in this Certificate of Amendment was adopted by the affirmative vote of a majority of the votes existing in the Association at an election duly conducted by written ballot, as permitted by the provisions of A.R.S. §10-3708.

Amendment

Now, Therefore, the Declaration is hereby amended as follows:

See Annexed Amendment.

The foregoing amendment to the Declaration shall become effective on the date of recording of this Certificate of Amendment.

Except as specifically amended by this Certificate of Amendment, the Declaration, as previously amended, shall remain in full force and effect. In the event of any conflict or inconsistency between this Certificate of Amendment and the Declaration, as previously amended, this Certificate of Amendment shall control.

By executing this Certificate of Amendment, the Association certifies that at an election duly conducted by written ballot, as permitted by the provisions of A.R.S. §10-3708, a majority of the votes existing in the Association voted affirmatively for the adoption of the amendment to the Declaration set forth in this Certificate of Amendment.

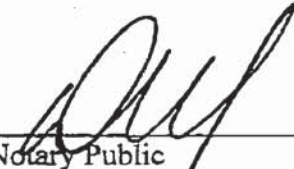
FireRock Ridge Property Owners
Association, an Arizona nonprofit corporation

By: 

Jerry Bryan, President

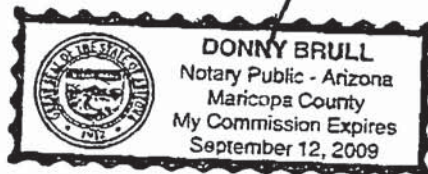
State of Arizona
County of Maricopa Ss.

The foregoing instrument was acknowledged before me on the 3 day of February, 2006, by Jerry Bryan, President of FireRock Ridge Property Owners Association, an Arizona nonprofit corporation, on behalf of the corporation.


Notary Public

My Commission Expires:

12 September 2009



FireRock Ridge Property Owners Association

Amendment
To
Declaration of Reservations
For
FireRock Ridge

Section III. Land Use shall be amended by the addition of the following paragraph:

D. Residential Restrictions. The Association, acting through the Board, shall be authorized and empowered, subject to the provisions of this Declaration, to adopt, amend, and repeal Rules and Regulations regarding any of the following:

1. Parking and/or Storage of motor vehicles, mobile homes, trailers, boats, other recreational vehicles;
2. Installation and Maintenance of Signs;
3. Storage and Use of Trash Receptacles;
4. Installation and Maintenance of Flags and Flagpoles

Upon adoption, such Rules and Regulations shall have the same force and effect as if set forth in this Declaration, and they shall be enforceable in the same manner.

Unofficial Document

Red Mountain Management, LLC
2135 E. University Dr. #117
Mesa, AZ 85213
Attn: David H. Henderson

2

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RAMIREZP

DECLARATION OF DE ANNEXATION

FireRock Ridge
Fountain Hills, Maricopa County, Arizona

PLEASE TAKE NOTICE,

The undersigned, Linda Lulkovich, the President and Debra Basore, the Secretary of the FireRock Ridge Property Owners Association, Inc. (the "Association") hereby certify that this Declaration of Deannexation (the "Deannexation Declaration") was adopted in accordance with the requirements of that certain Declaration of Reservations, FireRock Ridge, Fountain Hills, Maricopa County, Arizona recorded January 29, 1993 as Document no. 93-0057022, Official Records of Maricopa County Recorder (as amended, the "Declaration"), as amended by that certain FireRock Ridge Declaration of Annexation recorded February 6, 1995 as Document no. 95-0068128, Official Records of Maricopa County, Arizona, and pursuant to that certain Amendment to Declaration recorded June 2, 2011, as Document No. 2011-0462624; Official Records of Maricopa County Recorder.

1. The following real property is hereby deleted from the Declaration, as amended, the Deannexed Property (the "Deannexed Property"):

Lot 42, of FOUNTAIN HILLS ARIZONA FINAL PLAT NO. 415,
according to the plat of record in the office of the County Recorder of
Maricopa County, Arizona, recorded in Book 358 of Maps, Page 27

2. The Declaration, as amended, is hereby abrogated, canceled and annulled with respect to the Deannexed Property, and all conditions, regulations, land use restrictions contained therein shall be of no further force and effect with respect the Deannexed Property.

Except as specifically set forth herein, the Declaration is and shall be unchanged by this Amendment.

DATED: June 1, 2011

FireRock Ridge Property Owners Association, Inc.

BY: Linda Lulkovich
Linda Lulkovich

Its: President

BY: Debra Basore
Debra Basore

Its: Secretary

STATE OF ARIZONA)

COUNTY OF MARICOPA)

The foregoing document was acknowledged before me this 1st day of June 2011, by Linda Lulkovich, President of the FireRock Ridge Property Owners Association, Inc., an Arizona corporation, on behalf of the corporation.

Unofficial Document

My Commission expires: October 15, 2012

STATE OF ARIZONA)

COUNTY OF MARICOPA)

James L. Skubal
Notary Public
JAMES L. SKUBAL
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
October 15, 2012

The foregoing document was acknowledged before me this 1st day of June 2011, by Debra Basore, Secretary of the FireRock Ridge Property Owners Association, Inc., an Arizona corporation, on behalf of the corporation.

My commission expires: October 15, 2012

James L. Skubal
Notary Public
JAMES L. SKUBAL
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
October 15, 2012

EXHIBIT "A"

Lot 42, of FOUNTAIN HILLS ARIZONA FINAL PLAT NO. 415, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 358 of Maps, Page 27;

EXCEPT all minerals as reserved unto the United States of America in Patent of said land recorded February 28, 1956 in Docket 1839, page 426, records of Maricopa County, Arizona;

EXCEPT all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizers of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value.

EXCEPT all underground water, in, under or flowing through said land and water rights appurtenant thereto.