



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**Pioneer Title Agency, Inc.** as agent for  
**First American Title Insurance Company**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**

Kenneth D. DeGiorgio  
President

Lisa W. Cornehl  
Secretary

**Pioneer Title Agency, Inc.**

580 E. Wilcox Dr.  
Sierra Vista, AZ 85635  
(520) 458-3500

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Form 50126904 (5-31-22)





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

### 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

### 3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the

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Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Pioneer Title Agency, Inc.  
Issuing Office: 580 E. Wilcox Dr., Sierra Vista, AZ 85635  
Issuing Office's ALTA® Registry ID: 0000097  
Loan ID Number:  
Issuing Office File Number: 70203183-002-KLW  
Property Address: Vacant Land, Willcox, AZ 85643  
Revision Number:

**SCHEDULE A**

1. Commitment Date: **April 19, 2023 at 7:30 am**
2. Policy to be issued:
  - (a) **ALTA Owners Policy 7-1-21 Standard Coverage**  
Proposed Insured: **To Come**  
Proposed Amount of Insurance: **\$To Come**  
The estate or interest to be insured: **FEE SIMPLE**
  - (b) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured:
  - (c) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in:  
**Sandra D. Treiber, a widow and Sandra D. Treiber, Trustee of The Sandra D. Treiber Revocable Trust, dated February 28, 2012**

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Form 50126904 (5-31-22)



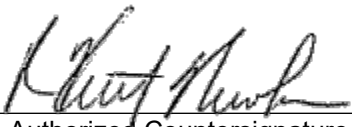


File Number: 70203183-002-KLW

**SCHEDULE A**  
(Continued)

5. The Land is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

By:   
Authorized Countersignature

**Note: Please direct all inquiries and correspondence to Kimberly Lockhart, your escrow officer, at (520) 384-4205 or Kimberly.Lockhart@PioneerTitleAgency.com. (ELC)**

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File Number: 70203183-002-KLW

## EXHIBIT A

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lots 12-16, inclusive, Block 219, [ARIZONA SUN SITES, UNIT NO. 2](#), according to Book 4 of Maps, page 47, records of Cochise County, Arizona.

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## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PAY second installment 2022 taxes, Parcel No. 117-02-409A-4, plus interest if any.
6. PROPER showing that all assessments, if any, levied by the owners association have been paid.
7. We find no open deeds of trust of record. Please provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
8. THE RIGHT is reserved to make additional exceptions or requirements upon submission of the name of the Proposed Insured Owner.
9. THE RIGHT is reserved to make additional exceptions or requirements upon review of the information required.
10. Submit for review an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Sandra D. Treiber Revocable Trust, dated February 28, 2012. Per A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.
11. RECORD Deed from Sandra D. Treiber, a widow and Sandra D. Treiber, Trustee of The Sandra D. Treiber Revocable Trust, dated February 28, 2012 to "To Come".

COMPLIANCE with ARS 11-1133, which states essentially that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording.

NOTE: The Company hereby informs the parties that it has not made a determination of whether or not this transaction is subject to the provisions of ARS 33-422 entitled "Land divisions; recording; disclosure affidavit"; and ARS 11-831 entitled "Review of land divisions; definitions." It will be the responsibility of the parties to make this determination therefore, the Company assumes no liability with respect to these matters.

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File Number: 70203183-002-KLW

## SCHEDULE B – PART I Requirements (Continued)

NOTE: Should less than all of the Trustees OR Trustees OTHER than as shown in Schedule A, execute documents it will be necessary to submit excerpts from the original Trust Agreement and all amendments thereto showing that the Trustee has the authority to consummate this transaction, -and- if an original Trustee is deceased, submit an uncertified copy of the death certificate.

Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

### TAX NOTE:

|            |                |
|------------|----------------|
| Year       | 2022           |
| Parcel No. | 117-02-408-02  |
| Total Tax  | \$47.52 (Paid) |

### TAX NOTE:

|             |                                |
|-------------|--------------------------------|
| Year        | 2022                           |
| Parcel No.  | 117-02-409A-4                  |
| Total Tax   | \$1,989.82                     |
| First Half  | \$ Paid                        |
| Second Half | \$994.91, plus interest if any |

PRIOR to recording, obtain current tax information from:

Cochise County Treasurer  
1415 W. Melody Lane, Ste E  
Bisbee, AZ 85603  
520-432-8400  
<https://www.cochise.az.gov/treasurer/home>

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**SCHEDULE B – PART I**  
**Requirements**  
(Continued)

**Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:**

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

**End of Schedule B, Part I**

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## SCHEDULE B, PART II

### Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.**

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy identified in Item 2 of Schedule A, the Policy will not insure against loss or damage resulting from the terms and conditions of any easement or lease included in the description of the Land as set forth in the Insured Mortgage, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records at Date of Policy.

**(Note: The above Exceptions Nos. 2 through 7, inclusive, will be eliminated from any ALTA Extended Coverage Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.)**

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**SCHEDULE B – PART II**  
(Continued)

8. Liabilities and Obligations imposed upon said land by reason of its inclusion with the following named district:

Northern Cochise County Hospital District  
Sunsites-Pearce Fire District

9. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2023

10. EASEMENTS as shown on the recorded plat of said subdivision.

11. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

|                    |                     |
|--------------------|---------------------|
| Recorded in Docket | <a href="#">288</a> |
| Page               | 453                 |
| Recorded in Docket | <a href="#">292</a> |
| Page               | 175                 |
| Recorded in Docket | <a href="#">301</a> |
| Page               | 136                 |

12. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

|                          |                            |
|--------------------------|----------------------------|
| Recorded in Document No. | <a href="#">9212-29196</a> |
| Recorded in Document No. | <a href="#">9212-30537</a> |

13. MATTERS concerning water as set forth in instrument recorded in:

Document No. [9301-01317](#)

By the use of this exception, the Company does not limit the generalities contained in Part 1 of Schedule B, if applicable

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## SCHEDULE B – PART II (Continued)

14. AGREEMENT according to the terms and conditions contained therein:

|              |                             |
|--------------|-----------------------------|
| Purpose      | Well Agreement              |
| Recorded     | July 26, 2012               |
| Document No. | <a href="#">2012</a> -16432 |

15. TERMS, CONDITIONS, LIABILITIES AND OBLIGATIONS contained in instrument entitled “Zoning Ordinance 19-07: To Adopt Cochise County Zoning Regulations, Article 17 Minor Land Divisions”, according to the terms and conditions contained therein:

Recorded in Document No. [2019](#)-16538

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## Privacy Notice

**Effective:** January 1, 2020

**Notice Last Updated:** January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

**How Long Do We Keep Your Personal Information?** We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**International Jurisdictions:** Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



## **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Right to Opt-Out.** We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Collection Notice.** The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

|                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Categories of Personal Information Collected</b> | The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer. |
| <b>Categories of Sources</b>                        | Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Business Purpose for Collection</b>              | The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity                                                                                                                                                                                                                                             |



**Categories of  
Third Parties  
Shared**

The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

*Categories of Personal Information We Have Sold In The Past Year.* We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year.* The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.



# Pioneer Title Agency, Inc.

*Commitment to Service*

## Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

### **We are committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

### **Personal Information Collected**

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Use of Information**

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

### **Links to Other Websites**

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

2012-16432

Page 1 of 7

Requested By: Pioneer Title Agency

Christine Rhodes - Recorder

Cochise County, AZ

07-26-2012 12:07 PM Recording Fee \$12.00

at the request of Pioneer Title Agency, Inc.

When recorded mail to

**SANDRA D. TREIBER**

**P.O. Box 848**

**Pearce, AZ 85625**

00961211-HEM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CAPTION HEADING:**

**WELL AGREEMENT**

**WELL 55-560274**

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

Recording Cover Sheet  
00961211

## **TREIBER & ELLIOTT**

### **WELL SHARE AGREEMENT**

This Well Share Agreement is between Sandra Treiber, any successors, heirs, and assigns and Ron Elliott, any successors, heirs, and assigns.

Sandra Treiber is the owner of 125 N Skyline Rd, Pearce, AZ 85625

Ron Elliott is the owner of 768 W Justin St, Pearce, AZ 85625

The well shall be for the mutual benefit of Sandra Treiber, her heirs, successors and or assigns, and Ron Elliott, his heirs, successors and or assigns.

The well is currently located in the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  OF Section 21 Township 17 Range 24 (see APN 117-02-409).

There are two shares of said well.

Sandra Treiber currently has one share in said well.

Ron Elliott currently has one share in said well.

No other well shares will be assigned to said well.

There is an easement for water lines over the Northerly portion of Lot 13 and the Southerly portion of Lots 4 & 5.

All expenses incurred for well electricity will be shared proportionately, according to each parcel owner's respective shares. Both parcel owners will work together regarding the billing and payment of the electricity for operating the well. The well shall have two meters to measure water usage for each property.

Sandra Treiber, her successors, heirs, and assigns, will be named the Well Master, unless both parties agree to an amendment.

Each party is responsible for the maintenance and upkeep of their own water meter for the well and water lines from their property line to their home.

A joint banking account will be setup for maintenance/repairs of the well. Each party will pay \$300 per year toward any future repairs of the water well. Payments (deposits) can be made monthly, quarterly or annually by each party. When the bank balance reaches \$10,000, no other payments (deposits) will be required by each party, unless the balance drops below \$10,000. If either party sells their property, any funds they contributed to the bank account will be refunded (less any previous repairs and maintenance of said well).

All expenses incurred for well maintenance and well repair will be proportionately, according to each parcel owner's respective shares. Both parties will jointly make decisions with regards to how the maintenance and repair is to be completed.

THE SANDRA D. TREIBER REVOCABLE TRUST DATED 2/28/2012

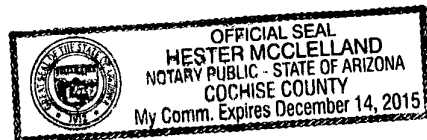
BY:

Sandra D Treiber  
SANDRA D. TREIBER, TRUSTEE

\*Pursuant to ARS 33-404, the names and address of the beneficiaries of the herein named trust are: SANDRA D. TREIBER, P.O. Box 848, Pearce, AZ 85625

Ronald Elliott  
RONALD ELLIOTT

STATE OF ARIZONA  
COUNTY OF COCHISE



This instrument was subscribed before me the undersigned Notary Public this 24 day of July, 2012 by SANDRA D. TREIBER, TRUSTEE OF THE SANDRA D. TREIBER REVOCABLE TRUST DATED 2/28/2012.

Hester McClelland  
NOTARY PUBLIC

My commission expires: 12/14/2015

STATE OF ARIZONA  
COUNTY OF COCHISE



This instrument was subscribed before me the undersigned Notary Public this 25 day of July, 2012 BY RONALD ELLIOTT.

Hester McClelland  
NOTARY PUBLIC

My commission expires: 12/14/2015

WELL-AGREEMENT

PROPERTY CURRENTLY OWNED BY SANDRA TREIBER:

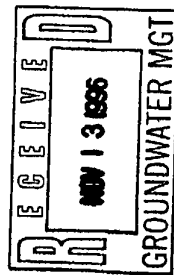
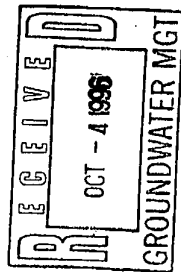
Lots 4, 5, 11,12,13,14,15 and 16, Block 219, ARIZONA SUNSITES UNIT 2, according to Book 4 of Maps, page 47, records of Cochise County, Arizona.

PROPERTY CURRENTLY OWNED BY RONALD ELLIOTT:

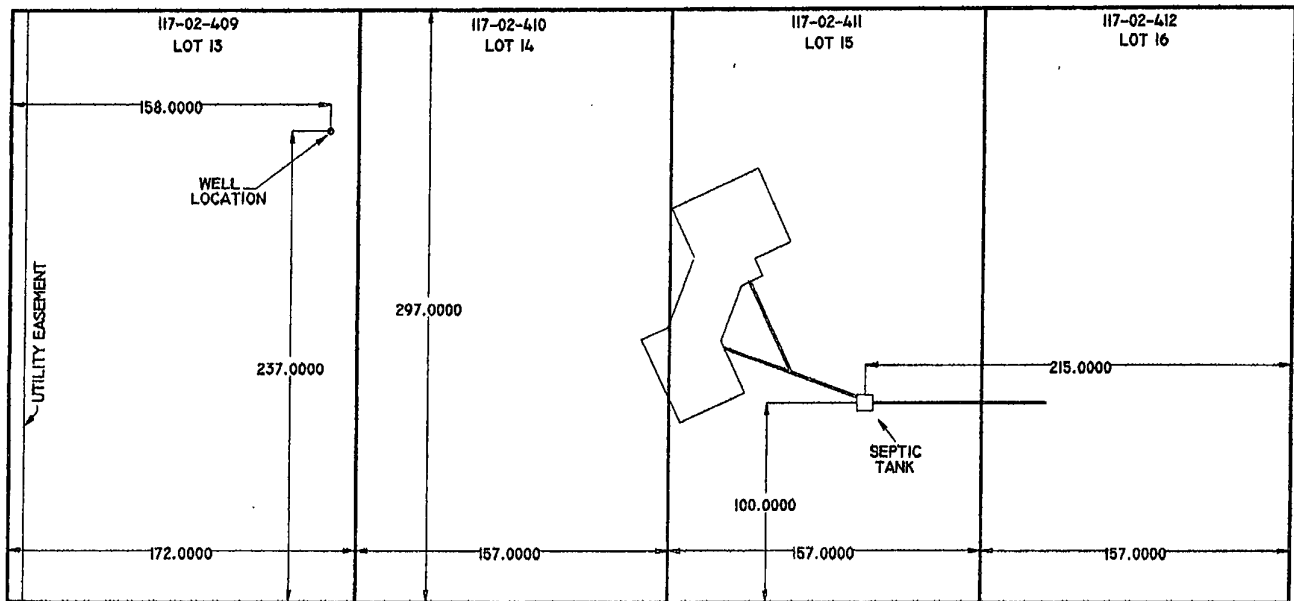
Lots 6 and 7, Block 219, ARIZONA SUNSITES UNIT 2, according to Book 4 of Maps, page 47, records of Cochise County, Arizona.

Page 5 of 7  
04/28/2023 1:46 PM

ARTIZONA, SUNSITES  
UNIT #2  
BLOCK 219  
LOTS 13,14,15,16



NORTH  
↑



## COURTESY RECORDING INSTRUCTIONS

Pioneer Title Agency, Inc. is hereby handed the following document(s):

### WELL AGREEMENT

You are hereby authorized and instructed as a courtesy to deliver for recording to the Cochise County Recorder's Office said document(s), with these instruction to be attached to and recorded as a part of the first mentioned document.

The undersigned understands and acknowledges that Pioneer Title Agency, Inc. is acting in the capacity of messenger only, without consideration, and is not responsible for the correctness of the form, content or execution of any of the document(s) and that Pioneer Title Agency, Inc. is hereby released of any and all liability in connection with the same. Further, the undersigned understands and acknowledges that Pioneer Title Agency, Inc. assumes no responsibility or liability due to any delay in recordation of said document(s).

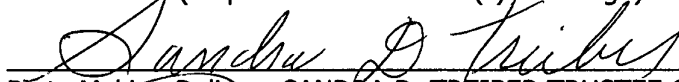
The undersigned states that the real property affected by the document(s) is not involved in an open escrow, title insurance or other transaction pending with any office of Pioneer Title Agency, Inc. or any other title company.

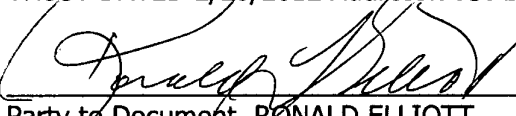
The undersigned understands and acknowledges that at the time of recordation, the documents will not be insured by Pioneer Title Agency, Inc. Pioneer Title Agency, Inc. is hereby instructed not to do any title search in conjunction with this courtesy recording.

It is further understood and acknowledged that there shall be no liability and/or responsibility for a payment of any consideration by Pioneer Title Agency, Inc. to any party as this service is performed as a courtesy only.

Dated: July 20, 2012

SIGNATURES (All parties to document(s) must sign):

  
 Party Making Delivery SANDRA D. TREIBER TRUSTEE OF THE SANDRA D. TREIBER REVOCABLE TRUST DATED 2/28/2012 Address: **P.O. Box 848, Pearce, AZ 85625**

  
 Party to Document RONALD ELLIOTT  
 Pioneer Title Agency, Inc. office forwarding document(s) to recording desk:

Office Name Benson By: 



**ZONING ORDINANCE 19-07**

**TO ADOPT COCHISE COUNTY ZONING REGULATIONS  
ARTICLE 17 MINOR LAND DIVISIONS**

**WHEREAS**, A.R.S. 11-821 et. seq. gives the County Board of Supervisors the authority to adopt zoning regulations to address land use; and

**WHEREAS**, the Cochise County Board of Supervisors originally adopted Zoning Regulations in Cochise County pursuant to that authority in 1975, and has with periodic modification, maintained them in effect since that time; and

**WHEREAS**, the Cochise County Board of Supervisors recognizes that amendment to the Zoning Regulations can affect countywide land use patterns and therefore warrants careful consideration of regional impacts; and

**WHEREAS**, A.R.S. 11-831 et. seq. gives the County Board of Supervisors the authority to adopt ordinances and regulations to allow staff review and approval of land divisions of five or fewer lots, parcels, or fractional interests, any of which is ten acres or smaller in size; and

**WHEREAS**, the Cochise County Board of Supervisors recognizes the purpose of this ordinance is to provide a minor land division process, which ensures the division of land in compliance with zoning ordinances, has recorded legal access, and does not constitute a subdivision as defined by A.R.S. 11-831.

**WHEREAS**, on August 27, 2019, the Board of Supervisors held a duly noticed public hearing of the proposed amendments to the Zoning Regulations, hereby known as Docket R-19-04, and attached hereto as "Exhibit A", which amends Article 17 and found them to be in the public interest.

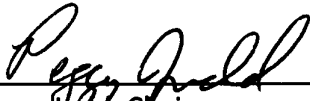
**NOW, THEREFORE, BE IT RESOLVED THAT** the Cochise County Zoning Regulations shall be amended as contained in "Exhibit A", Article 17 Minor Land Divisions, and is hereby adopted;

ZONING ORDINANCE 19-~~07~~

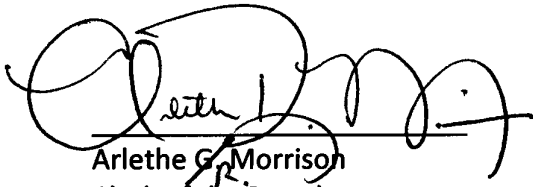
To Adopt Cochise County Zoning Regulations Article 17 Minor Land Divisions

Page | 2

**ADOPTED** by the Cochise County Board of Supervisors this 27 day of August, 2019.

  
\_\_\_\_\_  
Peggy Judd, Chairman  
Cochise County Board of Supervisors

**ATTEST:**

  
\_\_\_\_\_  
Arlethe G. Morrison  
Clerk of the Board

**APPROVED AS TO FORM:**

 8/8/2019  
\_\_\_\_\_  
Christine J. Roberts  
Civil Deputy County Attorney

## **EXHIBIT “A”**

### **1721 Minor Land Divisions**

#### **1721.01 Intent**

The intent of this Ordinance is to provide for the orderly growth and harmonious development of Cochise County by prescribing certain minimum requirements regulating the conditions under which minor divisions of land within Cochise County may be permitted and by establishing a review procedure for minor divisions of land within Cochise County.

#### **1721.02 Purpose**

The purpose of this ordinance is to provide a process to divide land into five (5) or fewer lots, tracts, parcels, sites or divisions, any of which is ten (10) acres or smaller in size, with a level of review to ensure the division of land complies with zoning regulations and does not constitute a subdivision of six or more lots as defined by Arizona Revised Statutes (A.R.S.). This ordinance is not intended to prohibit or prevent the division of land as otherwise authorized and permitted by the A.R.S. and Cochise County Zoning Regulations and Subdivision Regulations, but to allow for staff review and approval of minor land divisions.

#### **1721.03 Permit Required**

- A. No land may be divided into five or fewer lots, parcels, or fractional interests, any of which is ten acres or smaller, unless a minor land division permit has been issued by Cochise County.
- B. The lots, parcels or fractional interests may not be a part of a County-approved subdivision plat.
- C. Payment of an applicable minor land division fee, in accordance with the adopted fee schedule, is required as a condition of obtaining a minor land division permit.

#### **1721.04 Jurisdiction**

The provisions of this ordinance shall apply to all divisions of land located within the unincorporated territory of Cochise County, excluding lands outside the authority of Cochise County.

#### **1721.05 Application Submittals**

- A. The applicant must submit a properly completed and filled out minor land division application to the Cochise County Development Services Department along with the associated processing fee and any required supporting documentation for staff review as set forth below.
  - 1. Names, addresses, and telephone numbers of all parties of interest to the division

2. A statement from a registered land surveyor, or other evidence acceptable to the county, stating whether each lot, parcel or fractional interests has physical access that is traversable by a two-wheel drive passenger motor vehicle.
3. Survey Map: The legal descriptions and map shall be prepared by a Registered Land Surveyor (R.L.S) and comply with all state and County standards in a format acceptable to the County Recorder and shall include:
  - a. A standard engineering scale not to exceed 1" = 200' (one-inch equals 200 feet). Scale used must be indicated.
  - b. A north arrow.
  - c. Area and dimensions of all proposed lots, parcels or fractional interests.
  - d. The current zoning of the parcels proposed to be divided.
  - e. A public or private road, or a private driveway easement, as defined by the *Cochise County Road Design & Construction Standards & Specifications for Public Improvements* shall provide legal access to each parcel.
    - 1) A private easement with a minimum width of twenty-four (24) feet. A private easement will be considered legal access only if it runs with the land and expressly allows ingress and egress by any utility company providing services to the new lot or parcel, any provider of emergency services (fire, police, ambulance, etc.) to the new lot or parcel, and any public official (building inspector, health inspector, etc.) requiring ingress and egress to the new lot or parcel in connection with the official's lawful duties.
    - 2) Public roads, to be maintained by Cochise County, shall be constructed to the standards included in the *Road Design & Construction Standards & Specifications for Public Improvements* and then adopted or accepted by the County Board of Supervisors prior to sale of any of the divided lots.
  - f. Location and width of all easements within and bordering the minor land division.
  - g. Location, width and designation of roads bordering the property indicating whether they are public or private.

#### **1721.06 Definitions**

- A. "Minor Land Division" means land or lands that are proposed to be divided for purposes of sale or lease into five (5) or fewer lots or parcels.
- B. "Subdivision" or "subdivided lands":
  1. Means improved, or unimproved land or lands divided or proposed to be divided for the purpose of sale or lease, whether immediate or future, into six or more lots, parcels or fractional interests.

2. Includes a stock cooperative, lands divided or proposed to be divided as part of a common promotional plan and residential condominiums as defined by ARS.
- C. "Legal access" means a public right of vehicular ingress and egress between the lots, parcels or fractional interests being created.
- D. "Minimum applicable county zoning requirements" means the minimum acreage and dimensions of the resulting lot, parcel or fractional interest as required by the County's zoning ordinance.
- E. "Utility easement" means an easement of a minimum of eight (8) feet in width dedicated to the general public to install, maintain and access sewer, electric, gas and water utilities.

#### **1721.07 Review Criteria**

- A. An application to split a parcel of land shall be approved if the following items are submitted for review by the Development Services Department and found to be complete:
  1. Each newly-created parcel must meet the minimum zoning requirements of the applicable zoning designation.
  2. The applicant demonstrates legal access to the lots, parcels or fractional interests.
  3. The applicant provides a statement from a licensed surveyor or engineer, or other evidence acceptable to the county, stating whether each lot, parcel or fractional interest has legal and physical access that is traversable by a two-wheel drive passenger motor vehicle.
  4. The applicant reserves the necessary and appropriate utility easements to serve each lot, parcel or fractional interest created by the land division.

#### **1721.08 Action by the Development Services Department**

Upon receipt of the submitted documents, the Development Services Department shall review to determine their completeness. If the application is complete, it shall be date-stamped showing the day it arrived complete. If the submitted documents and information are found to be incomplete or insufficient, the applicant shall be notified of the deficiencies. The application will not be formally accepted for processing until the missing items are submitted.

Upon receipt of the completed application, the Development Services Department shall:

- A. Distribute the submitted application for review and comment to the appropriate departments as deemed necessary by the Development Services Director.

- B. Review the submitted survey map and supplemental information to determine compliance with the Zoning and Subdivision Regulations and prepare its report, which shall include comments received from other departments.
- C. Based on the above findings, the Development Services Director shall then approve, conditionally approve, or deny the application within thirty (30) business days from the date a completed application was filed unless the applicant consents to an extension of the review period in writing. If review of the request is not completed within thirty business days from receipt of the request, the land division shall be deemed approved.
- D. The County may not deny approval of any land division that meets the requirements of this section or where the deficiencies are noticed in the deed. If an applicant chooses to record a minor land division survey without an approved permit, any-and-all deficiencies shall be noticed in the deed including noncompliance with the requirement for legal access and/or noncompliance with applicable zoning regulations.
- E. The County may not require a public hearing on a minor land division request.

#### **1721.09 Permit Recordation**

- A. Recordation with Approval - After approval of a Minor Land Division Permit, it shall be recorded at the County Recorder's Office along with any attached supplementary information. Recordation must occur within six (6) months of the approval by the Development Services Department, or the approval shall lapse and become void. If the minor land division permit is approved, the Development Services Director shall enter the following certification on the approved permit:

"Notice is hereby given that the parcels of real estate created by the division recorded pursuant to this document is in conformance with all the provisions of the Minor Land Division Ordinance of Cochise County and meets all statutory requirements for recording."

- B. Recordation without Approval - Pursuant to the provisions of Arizona Revised Statutes, Section 11-831.C, recordation of a division of land may not be denied for non-compliance with the requirement for legal access or compliance with applicable zoning regulations, however, all such deficiencies are required to be noticed in full, detailed description in all deeds. Should an applicant choose to record a Minor Land Division survey without a permit approved by the Development Services Director, any deficiencies are required to be noticed in full, detailed description in all deeds.

"Notice is hereby given that the parcels of real estate created by the division recorded pursuant to this document either does not conform to the zoning regulations in force at the time of recordation, does not have adequate provision for access to public utilities, or that no legal access exists in accordance with the provisions of the Minor Land Division Ordinance of Cochise County. In consequence, any and all Cochise County Development permits may be denied until such time as deficiencies relative to this parcel are corrected."

#### **1721.10 Removal of Deficiencies from the Deed**

Where access or zoning deficiencies are corrected, through zoning change, variance or acquisition of property for access, it shall be the responsibility of the property owner to remove the deficiencies. All removal of deficiencies shall be subject to the approval of the Development Services Director prior to recording.

#### **1721.11 Acting in Concert**

It shall be unlawful for a person or group of persons acting in concert to divide a parcel of land into six (6) or more lots or sell or lease six (6) or more lots by using a series of owners or conveyances in an attempt to avoid the provisions of this ordinance. This provision may be enforced by the County Attorney's Office or the Arizona Department of Real Estate, or both, pursuant to the laws of the State of Arizona.

#### **1721.12 Penalties**

Any deficiencies related to legal access or minimum County zoning will not prevent the approval of a Minor Land Division Permit but shall result in the withholding of any Cochise County permits for development until such time as deficiencies relative to the parcels created by the Minor Land Division are corrected. All such deficiencies are required to be noticed in full, detailed description in all deeds.

DEC 08 1992 4pm  
04382

When recorded return to:  
Hawaiian Arizona Corporation  
94-866 Moloalo St., Suite D-8  
Waipahu, Hawaii 96797  
Attn: Legal Department

DECLARATION OF RESERVATIONS

ARIZONA SUN SITES

COCHISE COUNTY, ARIZONA

THIS DECLARATION is made this 25<sup>th</sup> day of November, 1992 by  
HAWAIIAN ARIZONA CORPORATION, a Hawaii corporation (the  
"Declarant").

WHEREAS the Declarant owns certain parcels of real property  
situated within Arizona Sun Sites Subdivision, Units 1 through 10,  
inclusive, Cochise County, Arizona, more fully described in Exhibits "A,  
B, C & D" attached hereto and incorporated herein by reference,  
hereinafter referred to as "the Property".

WHEREAS, the Declarant intends to hold, sell, dispose of,  
control the use of, encumber, and convey property in the Property,  
and desires to subject such Property to certain protective  
reservations, covenants, conditions, and restrictions for the  
Property binding on itself and any subsequent owners or users of  
the Property.

WHEREAS, the Declarant intends to assure consistent and  
orderly maintenance of roads, signs and markers within the  
Property, and, accordingly, Declarant has prepared a set of  
guidelines for a maintenance program, which may be modified,  
amended, supplemented, or abandoned from time to time by the Sun  
Sites Committee for Road Maintenance, entitled "Sun Sites Road  
Maintenance Guidelines" (the "Guidelines") to assist and govern  
present and future property within Sun Sites now owned by Declarant  
in connection with the maintenance of the roads and road signs  
associated therewith.

WHEREAS, Declarant intends to subject the Property to the  
Guidelines, binding itself and any subsequent owners or users  
thereof.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS: That Declarant  
hereby establishes a general plan for the maintenance, development  
and improvement of the Property at Sun Sites, and hereby subjects  
all the Property described in Exhibit A-D to the Declaration and  
the Guidelines, as such Guidelines may from time to time be  
modified, amended, supplemented, or abandoned by the Sun Sites  
Committee for Road Maintenance; and that

1



FEE # 921229196  
OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 12/08/92 HOUR 4

921229196

REQUEST OF  
FIRST AMERICA TITLE  
CHRISTINE RHODES-RECORDER  
FEE : 48.00 PAGES : 43



THIS DECLARATION is designed for the mutual benefit of the Property in Sun Sites. Declarant hereby fixes the protective conditions upon and the subject to which all lots, parcels, and portions of Sun Sites set forth in Exhibit A-D shall be held, leased, sold, used and conveyed. Each such condition is for the mutual benefit of the Property in Sun Sites and each owner thereof, shall run with the land, shall inure to and pass with each lot, parcel of land or portion thereof in the Property in Sun Sites set forth in Exhibit A-D, and shall apply to and bind the owners thereof and their respective successors in interest. Each and every condition is imposed upon the Property as a mutual, equitable servitude in favor of each and every lot, parcel of land or portion thereof and therein as the dominant tenements, in favor of the Declarant.

#### SECTION I. Definitions

The following defined terms have the meanings set forth hereafter whenever used herein:

A. Assessment Exempt Lots. Any lot owned by a governmental agency or entity and used for official purposes.

B. 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 Lot (as defined below) owners, including without limitation, any of the following: natural open spaces, private storm drains, walkways, certain landscaped areas and private recreational facilities within the Property described in Exhibit A-D

C. Declarant. Hawaiian Arizona Corporation, its assigns or successors.

D. Sun Sites Committee for Road Maintenance. The Sun Sites Committee for Road Maintenance as established by this Declaration of Reservations for Road Maintenance as and when recorded on the Docket in the Office of the Cochise County Recorder.

E. Lot. Any single parcel of property, whether or not a structure is located thereon, as designated within the Property as set forth in Exhibit A-D at Sun Sites, Cochise County, Arizona. 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, each resulting division shall not be considered a separate Lot, but rather a fractional portion of the original Lot.

F. Sun Sites. The Property located in Sun Sites, Cochise County, Arizona as described in Exhibit A-D, attached

hereto and incorporated herein by this reference, together with any property in other plats or portions of plats later annexed into the coverage of this Declaration as provided in Section VI.D.

## SECTION II Road Maintenance Control.

A. Purpose. The purpose of imposing road maintenance control in the Property at Sun Sites is to assure a more frequent blading and grading of the roads, to assure aesthetic integrity, to protect the health and welfare of residents, and to protect the natural environment of properties within Sun Sites. This Declaration establishes a Committee for Road Maintenance for all areas of Sun Sites in which the Property is situated. All such Property is hereby made subject to the jurisdiction of the Sun Sites Committee for Road Maintenance and to its rules for maintenance of the roads and road signs, and all owners or users of the Property in Sun Sites shall comply with the requirements of the Sun Sites Committee for Road Maintenance. In the event that any of the provisions of this Declaration conflict with any of the sections of the Cochise County Zoning Resolution, as applicable to Sun Sites, the more restrictive of the two shall govern.

B. All Lots Subjected. All Lots set forth in Exhibit "A" are subject to the rules contained in this Declaration, the Guidelines, and to additional rules and guidelines established by the Sun Sites Committee for Road Maintenance, as any such rules and guidelines may hereafter from time to time be modified, amended, supplemented or abandoned by such entities. Declarant shall furnish to each initial Lot purchaser a copy of the Guidelines. Thereafter, the Sun Sites Committee for Road Maintenance shall make available copies of the Guidelines and any changes thereto.

C. Guidelines Enforcement. The Association and the Sun Sites Committee for Road Maintenance are hereby empowered to enforce the Guidelines with respect to any roads or road signs now or hereafter place in the Property in Sun Sites, as well as any additions and modifications to such road and road sign maintenance.

D. Changes. Declarant intends that the Guidelines be a flexible instrument. Accordingly, the Sun Sites Committee for Road Maintenance hereafter 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. Property Owners Association.

A. Organization. Declarant shall, on or before the date of the first conveyance of a Lot to a Lot owner other than Declarant, organize a corporation to be called the Hawaiian Arizona Corp. Sun Sites 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 the 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 such 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 (3) years, one (1) for an initial term of two (2) years and one for an initial term of one (1) year. All subsequent terms shall be for three (3) years and individuals shall be elected to those terms according to rules established herein. 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 shall be held within ten 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 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 set forth herein in full;
3. Entering into contracts on behalf of the Association, paying taxes, and assuring that business obligations are met;
4. Maintaining corporate records;
5. Preparing periodic financial statements, at least annually, and making copies of such 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 such 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 roads and road signs or improvements on areas designated by the Board or 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 ninety (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 herein. When an owner becomes thirty (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 deemed 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; and pledge and encumber its assets.

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 hereof 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 these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of exercise of their rights, or performance of their duties called for hereunder, 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. Such membership may not be separated from such 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 purchases more than one Lot and combines them into a single parcel for a particular purpose, one membership for each Lot purchased or 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 purchased from Declarant shall have the right to one vote for each Lot owned.

2. Class "B" Votes. Declarant shall have three (3) votes for each Lot it owns in the Property in Sun Sites. The Class "B" votes shall terminate (a) when Declarant no longer owns Property in Sun Sites, (b) on December 31, 2011, 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 Sun Sites. 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 IV. Liens and Assessments.

A. Creation. There is hereby created a lien in favor of the Association against each Lot in the Property in Sun Sites as set forth in Exhibit A-D 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 recordation 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 thereof.

B. Assessments. There shall be three (3) 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 the Property in Sun Sites, less the number of Assessment Exempt Lots; each Lot owner shall pay the resulting amount.

2. 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 the 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 \$300 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 assessment may be increased on January 1 of each year by an amount no greater than the higher of (a) five percent (5%), 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 fifty-one percent (51%) or more of both classes of votes. The "Consumer Price Index" shall mean the "Consumer Price Index for Wage Earners and Clerical Workers, 1982-1984 equals 100" or, if no longer in effect, the most nearly comparable U.S. Government index. After December 31, 1992, 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 such 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 consent by members of the Association. When a special assessment is approved, each Lot owner will be assessed a prorata 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 thirty (30) days after being billed, the amount of the maintenance lien shall be recorded with the Cochise County Recorder as a lien against the Lot.

C. Assessment Collection. After reasonable effort to collect past due assessments, the Board may take appropriate legal action, including, but not limited to, foreclosure of its lien. The owner of the Lot upon which the delinquent assessments are levied shall reimburse the Association for the full principal amount and reasonable legal and administrative costs, including court costs. All assessments past due by thirty days or more shall incur reasonable handling fees, plus an interest charge equal to the greater of (a) twelve percent (12%) per annum, or (b) two percentage points higher than the "reference rate" then in effect at the Phoenix main office of Bank of America.

## SECTION V. Improvements and Maintenance.

### A. Improvements.



1. The Declarant may, but shall not be obligated to, provide signs or monuments to identify streets, special features, and the like; or to blade and grade the interior roads to make them passable in a two wheel drive automobile.

B. Maintenance. The Association shall be responsible for the maintenance, repair and replacement of the Improvements described above, and may, without any approval by the Lot owners, do any of the following:

1. Reconstruct, repair, replace, 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 or refinish any portion of the Property used as a road, street, walk, driveway or flood control area;

3. Replace 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 for aesthetic purposes;

4. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;

5. Place and maintain upon any such area such signs as the Board may deem appropriate in connection with the subdivision at locations outside of the Property and Sun Sites, 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 Property 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 Property. 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 VI. 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 in the Property.

B. Run with the Land; Amendments. The provisions hereof shall run with the land and shall be binding upon all parties and all persons claiming under them for twenty-five years from the date hereof, at which time said provisions shall be automatically extended for successive periods of ten years unless a majority of Lot owners vote to terminate them. This Declaration may be amended, in whole or in part, 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 herein or incorporated herein, 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 Cochise 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 such 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 hereof.

## E. Enforcement.

1. If an owner of any Lot in the Property in Sun Sites 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. Defendant's right to prosecute proceedings shall terminate when improvements have been erected in conformance with these conditions on ninety percent (90%) of the Lots with the Property in Sun Sites.

PROVIDED, HOWEVER, that a breach of any of the foregoing conditions or covenants 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.

IN WITNESS WHEREOF, the Declarant has signed this document as of the date set forth above.

"Declarant"  
HAWAIIAN ARIZONA CORPORATION

By: Ricardo Pomar  
Title: President

ACKNOWLEDGEMENT

State of Hawaii )  
County of Honolulu )

ss.

On this 26<sup>th</sup> day of November, 1992, before me, the undersigned, a Notary Public in and for such State, personally appeared Ricardo Pomar, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the Corporation that executed the within instrument and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or resolution of its board of directors. WITNESS my hand and official seal.



Justin M. Pomar  
Notary Public.

EXHIBIT "A"

Consisting of 20 Pages.

PARCEL I:

Lot 12, Block 1;  
Lot 8, Block 3;  
Lots 15 and 16, Block 5;  
Lots 9 and 11, Block 6;  
Lots 3, 4 and 11, Block 7;  
Lots 1, 2 and 11, Block 10;  
Lot 14, Block 13;  
Lots 13, Block 15;  
Lots 4 and 15, Block 19;  
Lot 1, Block 21;  
Lot 2, Block 22;  
Lots 5 and 6, Block 23;  
Lots 5 and 8, Block 24;  
Lot 7, Block 25;  
Lot 14, Block 26;  
Lot 14, Block 32;  
Lots 2 and 12, Block 33;  
Lot 11, Block 34;  
Lot 2, Block 35;  
Lots 3 and 13, Block 37;  
Lot 15, Block 38;  
Lots 14, Block 39;  
Lot 4, Block 42;  
Lot 4, Block 44;  
Lots 5, 6 and 12, Block 48;  
Lot 2, Block 52;  
Lot 16, Block 53;  
Lots 12, Block 54;  
Lots 8 and 10, Block 55;  
Lots 5, Block 57;  
Lots 6 and 13, Block 58;  
Lots 3, 7 and 14, Block 62;

All in ARIZONA SUN SITES UNIT No. 1 Subdivision, according to Book 4 of Maps,  
page 46, records of Cochise County, Arizona;

Continued...

EXHIBIT "A"

EXCEPT 1/2 of all mineral rights as reserved in Deed recorded in Docket 228, page 336, records of Cochise County, Arizona.

PARCEL II:

Lot 4, Block 18;

Lots 2, 4 and 5, Block 50;

All in Resubdivision of Block 18, 50, 52, 114, 146 and 178 of ARIZONA SUN-  
SHINE UNIT No. 1, according to Book 4 of maps, page 88, records of Cochise  
County, Arizona;

EXCEPT 1/2 of all mineral rights as reserve in Deed recorded in Docket 228, page 336, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL III:

Lot 15, Block 65;  
Lot 12, Block 66;  
Lot 10, Block 67;  
Lots 7 and 16, Block 69;  
Lots 1 and 5, Block 71;  
Lots 3 and 10, Block 75;  
Lots 13, Block 76;  
Lots 3, Block 77;  
Lot 1, Block 79;  
Lots 7, 11 and 13, Block 80;  
Lot 2, Block 81;  
Lots 4 and 5, Block 83;  
Lot 15, Block 84;  
Lots 1 and 6, Block 85;  
Lot 13, Block 87;  
Lot 13, Block 88;  
Lots 7, 8 and 9, Block 90;  
Lots 6, 9, 10 and 12, Block 94;  
Lots 5 and 6, Block 95;  
Lot 12, Block 96;  
Lots 3, 4, 5, 6, 7, 8 and 15, Block 97;  
Lots 1, 2, 3, 4, 5, 6 and 7, Block 98;  
Lots 3, 4, 7 and 8, Block 99;  
Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 100;  
Lot 1, Block 101;  
Lot 11, Block 103;  
Lots 5 and 6, Block 104;  
Lots 6 and 14, Block 108;  
Lot 11, Block 109;  
Lots 4, 14 and 15, Block 119;  
Lot 16, Block 112;  
Lot 14, Block 113;  
Lot 8, Block 115;  
Lot 16, Block 117;  
Lot 1, Block 119;  
Lots 6, 7 and 8, Block 120;  
Lots 10 and 11, Block 121;  
Lots 1 and 8, Block 124;  
Lots 12 and 13, Block 125;  
Lots 10 and 13, Block 126;  
Lots 1 and 10, Block 133;

Continued...

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EXHIBIT "A"

Lot 14, Block 134;  
Lots 11 and 14, Block 135;  
Lots 6 and 10, Block 138;  
Lots 13 and 14, Block 141;  
Lots 1 and 2, Block 143;  
Lot 5, Block 145;  
Lot 3, Block 147;  
Lots 15 and 16, Block 148;  
Lots 1 and 3, Block 149;  
Lots 3, 6, 7, 8 and 9, Block 151;  
Lots 6, 7, 11, 12 and 16, Block 161;  
Lot 2, Block 162;  
Lot 6, Block 163;  
Lots 6 and 10, Block 165;  
Lots 8 and 9, Block 166;  
Lot 3, Block 167;  
Lots 2, 10 and 11, Block 168;  
Lots 1, 2 and 4, Block 169;  
Lot 2, Block 170;  
Lots 4 and 7, Block 171;  
Lot 14, Block 176;  
Lot 10, Block 179;  
Lots 1, 2 and 16, Block 181;  
Lots 11, 12, 13 and 14, Block 183;  
Lot 6, Block 184;  
Lots 4, Block 186;

All in ARIZONA SUN SITES UNIT No. 1 Subdivision, according to Book 4 of Maps, page 46, records of Cochise County, Arizona;

EXCEPT one half the mineral and all oil rights as reserved in Deed recorded in Book 129 Deeds of Real Estate, page 163, records of Cochise County, Arizona

Continued...

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EXHIBIT "A"

PARCEL IV:

Lot 1, 5, 7 and 8, Block 82;

The West half of Lot 3, Block 82;

Lots 4, 5, 6 and 8, Block 114;

Lots 1, 7 and 8, Block 146;

Lots 4 and 6, Block 178;

All in Resubdivision of Blocks 18, 50, 82, 114, 146 and 178 of ARIZONA SUN  
SITES UNIT No. 1, according to Book 4 of Maps, page 88, records of Cochise  
County, Arizona;

EXCEPT one half the mineral and oil rights as reserved in Deed recorded in  
Book 129 Deeds of Real Estate, page 163, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL V:

Lot 6, Block 197;  
Lot 14, Block 198;  
Lot 6, Block 200;  
Lot 14, Block 201;  
Lots 10, Block 205;  
Lot 4, Block 213;  
Lot 3, Block 215;  
Lot 14, Block 216;  
Lot 16, Block 217;  
Lot 8, Block 222;  
Lot 12, Block 231;  
Lot 15, Block 241;  
Lot 9, Block 242;  
Lot 16, Block 244;  
Lot 18, Block 245;  
Lot 13, Block 250;  
Lot 10, Block 252;  
Lot 8, Block 253;  
Lots 1, 10, 11 and 13, Block 254;  
Lot 13, Block 258;  
Lot 10, Block 262;  
Lot 16, Block 268;  
Lots 1, 4 and 5, Block 270;  
Lot 9, Block 282;  
Lot 11, Block 284;  
Lot 16, Block 287;  
Lot 2, Block 293;  
Lot 6, Block 296;  
Lot 6, Block 297;  
Lot 10, Block 298;  
Lots 5 and 8, Block 299;  
Lots 12 and 14, Block 300;  
Lot 15, Block 302;  
Lot 6, Block 303;  
Lot 2, Block 304;  
Lots 6 and 16, Block 305;  
Lots 6 and 10, Block 306;  
Lot 7, Block 310;  
Lot 14, Block 315;  
Lots 8 and 14, Block 320;  
lot 1, Block 328;

Continued...

EXHIBIT "A"

All in ARIZONA SUN SITE UNIT No. 2, according to Book 4 of Maps, page 47,  
records of Cochise County, Arizona

PARCEL VI:

Lot 1, Block 229;  
Lot 14, Block 230;  
Lot 2, Block 237;  
Lot 17, Block 245;  
Unsubdivided Block 246;  
Lot 12, Block 247;  
Lot 12, Block 316;  
Lot 8, Block 317;  
Lot 2, Block 318;

All in ARIZONA SUN SITE UNIT No. 2, according to Book 4 of Maps, page 47,  
records of Cochise County, Arizona.

EXCEPT an undivided 1/2 interest to and to the oil, gas and minerals as  
reserved in Deed recorded in 60, page 297, records of Cochise County, Arizona.  
(Affects all except the East 45.00 feet of Lot 14, Block 230 and the East  
134.26 feet of Lot 17, Block 245)

PARCEL VII:

Lots 1 and 8, Block 210;  
Lots 3, 4, 5, 6 and 8, Block 265;  
All in Resubdivision of Blocks 210 and 265; and  
Lot 9, Block 301, ARIZONA SUN SITES, UNIT NO. 2, according to Book 4 of Maps,  
page 89, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL VIII:

Lots 3, 12 and 15, Block 332;  
Lots 9 and 11, Block 335;  
Lots 3, 9 and 13, Block 336;  
Lot 13, Block 337;  
Lot 2, Block 338;  
Lots 9 and 10, Block 339;  
Lot 12, Block 340;  
Lots 2 and 12, Block 344;  
Lots 1 and 15, Block 348;  
Lot 13, Block 349;  
Lot 2, Block 350;  
Lots 4 and 10, Block 352;  
Lot 4, Block 354;  
Lots 3 and 12, Block 362;  
Lot 2, Block 364;  
Lot 13, Block 365;  
Lot 2, Block 367;  
Lot 1, 2 and 7, Block 368;  
Lot 1, Block 370;  
Lots 18 and 19, Block 372;  
Lot 2, Block 373;  
Lot 11, Block 377;  
Lots 1 and 7, Block 379;  
Lots 1, 2, 8 and 10, Block 382;  
Lot 5, Block 383;  
Lots 3, 4 and 5, Block 384;  
Lots 13 and 14, Block 385;  
Lot 7, Block 386;  
Lot 3, Block 387;  
Lot 11, Block 388;  
Lots 9, 13, 14 and 16, Block 389;  
Lot 6, Block 392;  
Lots 3, 6, 11 and 12, Block 393;  
Lots 11, 12 and 13, Block 395;  
Lot 1, Block 396;  
Lot 2, Block 397;  
Lot 1, Block 398;  
Lot 4, Block 399;  
Lots 1 and 10, Block 401;  
Lot 2, Block 403;  
Lot 4, Block 404;

Continued...

EXHIBIT "A"

Lots 5, 7, 10 and 13, Block 405;  
Lot 8, Block 406;  
Lot 1, Block 407;  
Lots 5, 7 and 14, Block 408;  
Lots 2, 6 and 7, Block 411;  
Lots 1 and 9, Block 412;  
Lot 3, Block 413;  
Lot 7, Block, 415;  
Lots 4 and 11, Block 416;  
Lot 1, Block 417;  
Lots 3 and 14, Block 420;  
Lots 4 and 12, Block 423;  
Lot 8, Block 424;  
Lots 13 and 14, Block 426;  
Lots 7, 8, 9, 10, 12, 13 and 14, Block 428;  
All in ARIZONA SUN SITES, UNIT NO. 3, according to Book 4 of Maps, pages 52  
through 57, inclusive, records of Cochise County, Arizona.

PARCEL IX:

Lot 12, Block 339;  
Lot 14, Block 392;  
All in ARIZONA SUN SITES, UNIT NO. 3, according to Book 4 of Maps, pages 52  
through 57, inclusive, records of Cochise County, Arizona.

PARCEL K:

Lots 2, 4, 5 and 7, Block 347;  
Resubdivision of Block 347, ARIZONA SUN SITES, UNIT No. 3, according to Book  
4 of Maps, page 90, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL XI;

Lot 16, Block 431;  
Lots 2, 11 and 20, Block 433;  
Lot 20 Block 435;  
Lot 14, Block 438;  
Lot 13, Block 440;  
Lots 5 and 22, Block 442;  
Lots 6 and 20, Block 443;  
Lots 5 and 17, Block 444;  
Lot 14, Block 445;  
Lot 7, Block 447;  
Lot 20, Block 448;  
Lot 20, Block 449;  
Lot 20, Block 451;  
Lots 3 and 4, Block 452;  
Lot 14, Block 453;  
Lot 5, Block 457;  
Lot 5, Block 509;  
Lots 3, 4 and 15, Block 510;  
Lot 17, Block 516;  
Lots 8 and 11, Block 523;  
Lots 5, 8, 17 and 19, Block 524;  
Lot 10, Block 531;  
Lot 5, Block 532;  
Lot 5, Block 539;  
Lots 2 and 5, Block 543;  
Lot 3, Block 544;  
Lots 5, 12 and 20, Block 545;  
Lot 6, Block 546;  
Lots 4 and 5, Block 547;  
Lot 16, Block 551;  
Lots 3, 4 and 18, Block 552;  
Lot 5, Block 553;  
Lot 5 and 6, Block 556;  
Lot 5, Block 559;  
Lots 11, 14, 15 and 17, Block 560;  
Lot 20, Block 561;  
Lots 6, 17, 18 and 20, Block 563;  
Lots 5 and 16, Block 565;  
Lots 1 and 5, Block 566;  
Lot 5, Block 567;  
Lot 5, Block 569;

Continued...

EXHIBIT "A"

Lot 20, Block 570;  
Lot 5, Block 571;  
Lots 8, 13 and 18, Block 572;  
Lot 5, Block 574;  
Lot 20, Block 577;  
Lot 20, Block 579;  
Lot 5, Block 582;  
Lots 10, 17 and 20, Block 584;  
Lots 5, 10, 14 and 15, Block 586;  
Lot 5, Block 588;  
Lot 7, Block 591;  
Lot 20, Block 593;  
Lots 15 and 20, Block 595;  
Lots 3 and 15, Block 596;  
Lot 4, Block 599;  
Lot 1 and 5, Block 601;  
Lot 4, Block 602;  
Lot 5, Block 603;  
Lots 5 and 7, Block 604;  
Lots 6, 7 and 10, Block 607;  
Lots 15, 19 and 20, Block 609;  
Lot 12, Block 614;  
Lot 5, Block 616;  
Lots 5, 23, 30, 39 and 42, Block 617;  
Lot 10, Block 622;  
Lots 5 and 12, Block 623;  
Lot 5, Block 629;  
Lot 5, Block 630;  
Lots 5, 15 and 16, Block 631;  
Lots 12, Block 632;

All in ARIZONA SUN-SITES UNIT No. 4, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona.

EXCEPT an undivided 1/2 undivided interest to and to all oil, coal, gas and mineral rights as reserved in Deed recorded in Docket 208, page 24, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL XII:

Lot 5, Block 462;  
Lot 1, Block 463;  
Lot 5, Block 466;  
Lot 5, Block 468;  
Lot 1 and 5, Block 469;  
Lots 1, 3, 5 and 7, Block 470;  
All in ARIZONA SUN SITE UNIT No. 4, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona;

EXCEPT an undivided 1/2 interest in all oil, gas, coal and mineral rights whatsoever, already found or which hereafter be found upon or under said land, as reserved in Deed recorded in Docket 40, page 216, records of Cochise County, Arizona.

PARCEL XIII:

Lots 1, 5 and 7, Block 471;  
Lots 5 and 19, Block 472;  
Lot 16, Block 473;  
All in ARIZONA SUN SITE UNIT No. 4, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona;

PARCEL XIV:

Lots 1 and 2, Block 478;  
Lots 1, 9 and 20, Block 479;  
Lot 11, Block 480;  
Lots 13 and 18, Block 482;  
Lot 5, Block 483;  
Lot 5, Block 485;  
Lot 20, Block 486;  
Lot 20, Block 487;  
Lot 3, Block 489;  
Lot 5, Block 490;  
Lot 2, Block 491;  
All in ARIZONA SUN SITE UNIT No. 4, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona;

Continued...



EXHIBIT "A"

EXCEPT all gas, oil, metals and mineral rights as reserved in the Patent from the states of Arizona.

PARCEL XV:

Lots 3 and 13, Block 493;  
lot 13, Block 496;  
Lots 4, 15 and 16, Block 497;  
Lots 2 and 20, Block 499;  
Lots 5, 6 and 9, Block 501;  
Lots 7, 8, 9 and 10, Block 504;  
Lot 17, Block 508;  
Lots 3, 4 and 20, Block 511;  
Lot 5, Block 512;  
Lot 20, Block 513;  
Lot 17, Block 514;  
Lot 14, Block 519;  
Lot 7, Block 521;  
Lot 1, Block 522;  
Lot 10, Block 527;  
Lots 5 and 10, Block 528;  
Lot 20, Block 529;  
Lot 21, Block 535;  
Lot 15, Block 536;  
All in ARIZONA SUN SITES UNIT No. 4, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona;

EXCEPT an undivided one-half interest in all oil, gas and minerals as reserved in Deed recorded in Docket 60, page 297, records of Cochise County, Arizona.

PARCEL XVI:

Lot 4, Block 526;  
Lots 4, 8 and 12, Block 558;  
All in Resubdivison of Block 526 and Block 558 ARIZONA SUN SITES, UNIT No. 4, according to Book 4 of Maps, page 93, records of Cochise, Arizona;

Continued...

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EXHIBIT "A"

EXCEPT an undivided one-half interest in and to all oil, coal, gas and mineral rights as reserved in Deed recorded in Docket 208, page 24, records of Cochise County, Arizona.

PARCEL XVII:

Lot 8, Block 605;  
Lots 1 and 5, Block 606;  
Lot 1, Block 610;  
Lot 14, Block 611;  
Lot 5, Block 612;  
Lot 5, Block 613;  
Lots 8 and 34, Block 618;  
Lot 5, Block 619;  
Lot 13, Block 620;  
Lots 5, 8, 15, 16 and 17, Block 621;  
Lots 6 and 7 Block 625;  
Lots 5, 10, 11, 12 and 19, Block 627;  
Lot 1, Block 628;  
Lot 5, Block 633;  
Lots 16 and 18, Block 634;  
ALL in ARIZONA SUN SITES UNIT No. 4, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL XVIII:

Lot 8, Block 636;  
Lots 1, 5, 7, 17 and 18, Block 637;  
Lot 13, Block 638;  
Lots 9, 12 and 20, Block 639;  
Lots 11, 12, 13, 14, 15 and 20, Block 641;  
Lots 11 and 12, Block, 642;  
Lot 13, Block 643;  
Lots 11, 17 and 18, Block 645;  
ots 7, 8 and 14, Block 646;  
Lots 6, 7, 8, 17 and 18, Block 647;  
Lot 5, Block 648;  
Lot 9, Block 649;  
Lots 5 and 15, Block 650;  
All in ARIZONA SUN SITES UNIT No. 2, according to Book 4 of Maps, page 83,  
records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL XIX:

Lots 3, 13 and 14, Block 651;  
 Lots 1, 3, 5, 13, 14 and 23, Block 652;  
 Lots 1, 4, 13, 14 and 19, Block 653;  
 Lots 1, 4, 5, 8 and 15, Block 654;  
 Lots 5, 21, 24, 30 and 31, Block 656;  
 Lot 36, Block 657;  
 Lots 1, 7, 13, 20, 23, 24, 25, 26 and 27, Block 658;  
 Lots 6, 7, 9, 12, 18 and 36, Block 659;  
 Lots 5, 17, 18, 22, 24, 28, 31 and 32, Block 660;  
 Lots 8, 9, 15 and 32, Block 661;  
 Lots 1, 17, 27 and 37, Block 662;  
 Lots 4, 10, 11, 19 and 20, Block 663;  
 Lots 10, 11 and 20, Block 664;  
 Lots 1, 5, 6, 8, 10 and 11, Block 665;  
 Lots 1, 10, 11, 12, 14 and 20, Block 666;  
 Lots 1, 2, 5, 10, 11, 16, 17, 18 and 20, Block 667;  
 Lots 1, 18 and 20, Block 668;  
 Lots 1, 2, 5, 11 and 20, Block 669;  
 Lots 3, 4, 12, 14 and 15, Block 670;  
 Lots 12, 13, 15, 22 and 23, Block 671;  
 Lots 1, 10, 11, 12, 13 and 20, Block 672;  
 Lots 2, 4, 8 and 20, Block 673;  
 Lots 10 and 16, Block 674;  
 Lot 11, Block 676;  
 Lots 3, 5, 9, 10, 11, 14, 15, 26 and 27, Block 677;  
 Lots 3 and 24, Block 678;  
 Lots 5, 6 and 9, Block 679;  
 Lots 12, 13, 14 and 17, Block 680;  
 Lots 6, 15 and 17, Block 681;  
 Lots 5 and 18, Block 682;  
 Lot 20, Block 683;  
 Lots 12, 13 and 14, Block 684;  
 Lots 1, 2, 3, 4, 5, 6, 12 and 17, Block 685;  
 Lots 7, 14, 15, 18, 19 and 20, Block 687;  
 Lots 3, 4, 5, 19 and 20, Block 689;  
 Lots 1, 8 and 16, Block 690;  
 Lots 2, 14 and 19, Block 692;  
 Lots 5 and 11, Block 693;  
 Lots 5, 7, 15 and 16, Block 694;  
 Lot 5, Block 695;  
 Lots 1 and 16, Block 696;

Continued...

EXHIBIT "A"

Lots 5, 7, 8, 13, 14, 15 and 18, Block 698;  
Lot 4, Block 699;  
Lots 1, 2, 5, 6, 7, 8, 17 and 19, Block 700;  
Lots 4, 10, 17 and 20, Block 701;  
Lots 1, 5 and 16, Block 702;  
Lots 5 and 15, Block 703;  
Lots 10 and 19, Block 704;  
Lot 5, Block 705;  
Lots 5 and 13, Block 706;  
Lots 13 and 18, Block 707;  
Lots 3 and 6, Block 708;  
Lots 7, 14 and 17, Block 710;  
Lots 6 and 13, Block 711;  
Lots 5, 6, 11 and 20, Block 712;  
Lots 3, 4 and 7, Block 713;  
Lots 1, 6 and 13, Block 714;  
Lots 5, 13 and 14, Block 715;  
Lots 1 and 17, Block 717;  
Lots 8, 9, 15 and 18, Block 718;  
Lots 7, 8, 34 and 35, Block 719;  
Lots 9, 25, 31, 33 and 35, Block 720;  
Lots 1 and 2, Block 721;  
All in ARIZONA SUN SITES, UNIT No. 6, according to Book 4 of Maps, page 84,  
records of Cochise County, Arizona; and

EXCEPT an undivided one half interest in and to all oil and mineral rights as reserved in Deed recorded in Docket 301, page 75, records of Cochise County, Arizona (Affects all except Block 704, 705, 706, 707, 708, 709, 715, 716, 717, 718, 719 and 720); and

EXCEPT a one half interest in all oil and mineral rights as reserved in Book 125 Deeds of Real Estate, page 94, records of Cochise County, Arizona. (Affects Blocks 704, 705, 706, 707, 708, 709, 715, 716, 717, 718, 719 and 720).

Continued...

EXHIBIT "A"

PARCEL XX:

Lots 6 and 9, Block 723;  
Lots 5, 10, 17, 18 and 20, Block 729;  
Lots 3, 4, 8, 12, 13, 14 and 18, Block 730;  
Lots 5 and 19, Block 731;  
Lots 14 and 15, Block 732;  
Lots 4, 5, 19 and 20, Block 735;  
Lots 9 and 18, Block 736;  
Lots 5, 6, 7, 12, 13, 14, 18 and 20, Block 737;  
Lots 3, 8, 9 and 19, Block 738;  
Lot 6, Block 740;  
Lots 3, 5, 6 and 19, Block 741;  
Wellsite in Block 741;  
Lots 2, 3, 9, 10, 11, 16, 17 and 18, Block 742;  
Lots 1, 2, 3, 4, 5, 14, 15 and 16, Block 743;  
Lot 2, Block 744;  
Lots 2, 13 and 16, Block 745;  
Lots 19 and 20, Block 746;  
Lots 1 through 22, inclusive, Block 749;  
Lots 1 through 12, inclusive, Block 750;  
Wellsite in Block 750;  
Lot 5, Block 751;  
Lots 2 and 3, Block 752;  
Lots 6, 10, 11 and 13, Block 757;  
Lots 9, 10 and 11, Block 758;  
Lots 1, 4, 5, 6, 7, 8, 9, 13 and 17, Block 759;  
Lots 15, 17 and 18, Block 760;  
Lots 8, 9, 10, 13, 14, 15 and 16, Block 761;  
Lots 1, 3, 5, 7, 8, 9, 10 and 11, Block 762;  
Lot 8, Block 763;  
Lots 11 and 13, Block 764;  
All in ARIZONA SUN SITES, UNIT No. 7, according to t Book 4 of Maps, page 94, records of Cochise County, Arizona; and

EXCEPT one half of all oil and mineral rights as reserved in Deed recorded in Docket 242, page 37, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL XXI:

Lots 3, 4 and 5, Block 725;  
Lots 1, 2 and 3, Block 726;  
Lots 5 and 15, Block 727;  
Lots 8 and 18, Block 728;  
Wellsite Block 728;  
Lots 13, 14 and 19, Block 733;  
Lots 5, 18 and 21, Block 734;  
All in ARIZONA SUN SITES, UNIT No. 7, according to Book 4 of Maps, page 94,  
records of Cochise County, Arizona; and

EXCEPT 1/16 interest in oil rights in and to the above described parcel as  
reserved in Book 126 Deeds of Real Estate, page 375, records of Cochise  
County, Arizona; and

EXCEPT one half of all of the oil and mineral rights as reserved in Docket  
242, page 37, records of Cochise County, Arizona.

PARCEL XXII:

Lots 1 through 20, inclusive, Block 747;  
Lots 3 through 20, inclusive, Block 748;  
Lots 1 through 12, inclusive, Block 753;  
Lots 1 through 21, inclusive, Block 754;  
Lots 1 through 5, inclusive, 9, 10 and 15 through 20, inclusive, Block 755;  
Lots 1, 5, 6, 7 and 16, Block 756;  
Lots 5, 8, 17 and 19, Block 765;  
Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13 and 14, Block 766;  
All in ARIZONA SUN SITES UNIT No. 7, according to Book 4 of Maps, page 94,  
records of Cochise County, Arizona; and

EXCEPT 1/2 of all oil and mineral rights as reserved in Book 136 Deeds of  
Real Estate, page 528, records of Cochise County, Arizona; and

EXCEPT one half of all of the oil and mineral rights as reserved in Docket  
242, page 37, records of Cochise County, Arizona.

Continued...

EXHIBIT "A"

PARCEL XIII:

Lots 1, 2, 18 and 19, Block 767;  
Lots 6, 7, 10 and 20, Block 768;  
Lots 5, 14, 15 and 17, Block 770;  
All in ARIZONA SUN SITES UNIT No. 8, according to Book 4 of Maps, page 110,  
records of Cochise County, Arizona.



EXHIBIT "B"

Consisting of 6 Pages

PARCEL I:

Lot 9, Block 771;  
Lots 7, 17, 18, 19 and 20, Block 772;  
Lots 1, 6 and 16, Block 773;  
Lots 5 and 7, Block 774;  
Lots 1, 2, 6, 10, 19 and 20, Block 776;  
Lots 9, 10 and 11, Block 777;  
Lots 7, 8, 9, 10 and 11, Block 778;  
Lots 6, 10 and 11, Block 779;  
Lots 6, 7, 9, 10, 13, 16, 17 and 18, Block 780;  
Lots 6, 16 and 20, Block 782;  
Lots 1, 2, 3 and 11, Block 783;  
Lots 1, 2 and 10, Block 784;  
Lots 9, 10 and 11, Block 785;  
Lots 7, 8, 12 and 13, Block 786;  
Lots 1, 4, 17, 19 and 20, Block 803;  
Lots 2, 3, 12, 13 and 14, Block 804;  
Lots 16, 17 and 20, Block 805;  
Lots 1, 2, 8, 14, 15, 16 and 17, Block 806;  
Lots 2, 6 and 16, Block 807;  
Lots 2, 15 and 19, Block 808;  
Lots 3, 4, 13, 14, 15, 16 and 17, Block 809;  
Lot 10, Block 810;  
Lots 2, 4, 17, 18, 19 and 20, Block 811;  
Lots 10, 13 and 20, Block 812;  
Lots 1, 2, 5, 6, 13, 14, 15 and 16, Block 814;  
Lot 6, Block 815;  
Lots 6, 7, 9, 19 and 19, Block 816;  
Lot 14, Block 817;  
All in ARIZONA SUN SITES UNIT No. 9, according to Book 4 of Maps, pages 124 through 124C, inclusive, records of Cochise County; and

EXCEPT an undivided 1/4 interest in and to all oil, gas and mineral rights as reserved in Deed recorded in Docket 90, page 8, records of Cochise County, Arizona; and

EXCEPT a non-participating undivided 1/2 interest in and to all oil and gas rights as reserved in Deed recorded in Docket 282, page 32, records of Cochise County, Arizona.

Continued...

EXHIBIT "B"

PARCEL II:

Lots 5, 6, 7, 8, 9, 14, 15 and 16, Block 787;  
Lots 6, 7 and 8, Block 788;  
Lots 1, 2 and 20, Block 790;  
Lots 6, 7, 10, 14, 16 and 17, Block 791;  
Lot 11, Block 792;  
Lots 3, 4 and 9, Block 793;  
Lot 5, Block 794;  
Lots 2 and 16, Block 795;  
Lots 5, 6, 8, 13 and 18, Block 796;  
Lot 10, Block 797;  
Lot 14, Block 798;  
Lot 13, Block 799;  
Lots 4, 5, 6, 7, 17 and 18, Block 800;  
Lots 5, 8 and 19, Block 801;  
Lots 7, 8, 11, 12 and 13, Block 802;  
Lot 10, Block 819;  
Lots 5, 6, 7 and 13, Block 820;  
Lots 16 and 17, Block 821;  
Lots 7 and 16, Block 822;  
Lot 9, Block 823;  
Lots 7 and 14, Block 824;  
Lots 8, 9 and 10, Block 826;  
Lots 4, 13, 14, 17 and 20, Block 829;  
Lot 11, Block 830;  
Lots 3, 4, 5 and 6, Block 831;  
Lots 5 and 13, Block 832;  
Lot 19, Block 836;  
Lots 2, 7, 12, 17 and 19, Block 838;  
Lots 5, 7, 8, 9, 10, 11, 13, 15, 18 and 20, Block 839;  
Lots 1, 2, 9, 10, 11, 19 and 20, Block 842;  
Lots 1, 8, 9 and 20, Block 843;  
Lots 1, 5 and 6, Block 844;  
Lot 5, Block 845;  
All in ARIZONA SUN SETS, UNIT No. 9, according to Book 4 of Maps, pages 124  
through 124C, inclusive, records of Cochise County, Arizona; and

Continued...

EXHIBIT "B"

EXCEPT a non-participating undivided 1/2 interest in and to all oil and gas rights as reserved in Deed recorded in Docket 282, page 32, records of Cochise County, Arizona.

PARCEL III:

Lots 7 and 12, Block 827;  
Lots 11, 14 and 15, Block 828;  
Lots 1 and 10, Block 833;  
Lots 4, 5, 6, 12 and 14, Block 834;  
Lot 13, Block 841;  
Lots 6, 10, 12 and 13, Block 846;  
Lots 5, 6, 7, 11, 17, 18 and 19, Block 848;  
Lots 5, 6 and 18, Block 849;  
Lots 2, 3, 4, 5, 6, 14, 15, 16, 17 and 18, Block 850;  
All in ARIZONA SUN SITES UNIT No. 9, according to Book 4 of Maps, pages 124 through 124C, inclusive, records of Cochise County, Arizona; and

EXCEPT a non-participating undivided 1/2 interest in and to all oil and gas rights as reserved in Deed recorded in Docket 282, page 32, records of Cochise County, Arizona.

Continued...

EXHIBIT "8"

PARCEL IV:

Lots 1, 4, 5, 6, 9, 16, 18, 19 and 20, Block 851;  
Lot 1, Block 852;  
Lot 6, Block 853;  
Lots 1, 7, 8 and 13, Block 854;  
Lots 3 and 4, Block 859;  
Lot 16, Block 860;  
Lot 5, Block 861;  
Lots 2, 3, 7, 16, 18 and 19, Block 862;  
Lots 11 and 15, Block 863;  
Lots 3, 5, 6, 10 and 20, Block 864;  
Lots 10, 16 and 17, Block 865;  
Lots 3, 14, 15, 16, 17 and 18, Block 866;  
Lots 7, 8, 9, 11, 14 and 20, Block 871;  
Lot 15, Block 872;  
Lots 10, 18 and 19, Block 874;  
All in ARIZONA SUN STATES UNIT No. 9, according to Book 4 of Maps, pages 124 through 124C, inclusive, records of Cochise County, Arizona; and

EXCEPT an undivided 1/16 interest in and to all oil, gas and mineral rights as reserved in Deed recorded in Book 129, Deeds of Real Estate, page 305, records of Cochise County, Arizona; and

EXCEPT a non-participating undivided 1/2 interest in and to all oil and gas rights as reserved in Deed recorded in Docket 282, page 32, records of Cochise County, Arizona.

PARCEL V:

Lot 3, Block 794, ARIZONA SUN STATES, UNIT No. 9, according to Book 4 of Maps, pages 124 through 124C, inclusive, records of Cochise County, Arizona.

Continued...

EXHIBIT "B"

PARCEL VI:

Lots 4, 5, 20 and 21, Block 883;  
Lots 17, 18, 19, 21 and 22, Block 890;  
Lot 13, Block 900;  
Lots 1 and 18, Block 905;  
Lots 10 and 11, Block 909;  
Lot 4, Block 910;  
Lots 22 and 24, Block 911;  
Lots 4, 6, 10 and 11, Block 912;  
Lots 11, 12, 13 and 14, Block 915;  
Lot 12, Block 917;  
Lots 6, 19, 20 and 21, Block 918;  
Lot 13, Block 921;  
Lots 3, 7, 8, 11, 12, 14, 17, 18 and 21, Block 926;  
Lots 7, 17 and 18, Block 927;  
Lot 13, Block 928;  
Lots 6, 7, 8, 17, 18 and 19, Block 935;  
Lot 15, Block 936;  
Lot 19, Block 937;  
Lots 5 and 18, Block 938;  
Lots 12, 13 and 14, Block 943;  
Lots 22, 23 and 24, Block 944;  
Lots 17 and 18, Block 945;  
Lots 1 and 6, Block 946;  
Lot 4, Block 950;  
Lots 2, 7 and 11, Block 952;  
Lots 2 and 15, Block 953;  
Lot 1, Block 955;  
Lots 9, 10 and 24, Block 956;  
Lots 8 and 17, Block 957;  
Lots 11, 14 and 15, Block 958;  
Lots 3 and 4, Block 961;  
Lots 1, 11, 14 and 15, Block 962;  
Lot 2, Block 963;  
Lots 1, 2, 3, 10, 11, 12, 13 and 14, Block 965;  
Lots 1, 2, 3 and 15, Block 967;  
Lot 7, Block 968;  
Lots 6 and 8, Block 969;  
Lot 10, Block 970;  
Lot 14, Block 971;  
Lots 10, 13 and 18, Block 972;  
Lots 16 and 17, Block 973;

Continued...

EXHIBIT "B"

Lots 9, 18 and 20; Block 974;

Lot 13, Block 975;

Lots 9 and 10, Block 977;

Lots 4 and 5, Block 978;

Lot 14, Block 979;

Lots 4, 5, 6, 7, 12 and 13, Block 983;

Lot 5, Block 981;

Lot 14, Block 982;

Lot 11, Block 983;

Lots 14 and 15, Block 984;

All in ARIZONA SUN SITES UNIT No. 10, according to Book 5 of Maps, pages 8 through 8B, inclusive, records of Cochise County, Arizona; and

PARCEL VII:

Lot 18, block 888;

Lot 4, 7, 12 13 and 19, Block 894;

Lots 5 and 6, Block 895;

Lot 1, Block 896;

Lot 5, Block 902;

Lots 8, 9, 10, 11, 12, and 18, Block 919;

Lot 1, Block 930;

Lot 16, Block 931;

Lot 2, Block 932;

Lot 11, Block 941;

Lot 18, Block 947;

Lots 13, 14 and 15, Block 948;

All in ARIZONA SUN SITES UNIT No. 10, according to Book 5 of Maps, pages 8 through 8B, inclusive, records of Cochise County, Arizona; and

EXCEPT all coal and minerals as reserved in Patent from United States of America.

PARCEL VIII:

Lot 10, Block 918, ARIZONA SUN SITES, UNIT No. 10, according to Book 5 of Maps, pages 8 through 8b, inclusive, records of Cochise County, Arizona;

EXHIBIT "C"

Consisting of 3 Pages

PARCEL I:

Unsubdivided Block 590, ARIZONA SUN SITES, UNIT FOUR, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona;

EXCEPT the following described Parcels A, B, C, D, E and F;

- (A) The West 285.00 feet of the East 385.00 feet of the North half thereof;
- (B) The West 50.00 feet of the East 485.45 feet of the North half thereof;
- (C) The West 100.00 feet of the East 835.45 feet of the North half thereof;
- (D) The West 300.00 feet of the East 1,235.45 feet of the North half thereof;
- (E) The East 735.45 feet of the South half thereof;
- (F) The West 200.00 feet of the East 1,235.45 feet of the South half thereof;

PARCEL II:

Unsubdivided Block 446, ARIZONA SUN SITES, UNIT FOUR, according to Book 4 of Maps, pages 68 through 75, inclusive, records of Cochise County, Arizona;

EXCEPT an undivided one-half interest and to all oil, gas, coal and mineral rights as reserved in Deed recorded in Docket 280, page 24, records of Cochise County, Arizona;

Continued...

EXHIBIT "C"

EXCEPT the following described Parcels, A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q;

(A) BEGINNING at the Northeast corner of Block 446, and being the point of beginning;  
thence South along the Easterly boundary line of said Block a distance of 297.00 feet;  
thence Westerly and parallel with the North line of Block 446, a distance of 50.00 feet to a point;  
thence Northerly and parallel with the East line of said Block 446, a distance of 297.00 feet, more or less, to a point on the North line of said Block 446;  
thence Easterly along the North line of said Block 446, a distance of 50.00 feet, more or less, to the POINT OF BEGINNING.

(B) BEGINNING, for a tie, at the Southwest corner of Block 446, running thence North 89° 59' 07" East, a distance of 200.00 feet to the POINT OF BEGINNING and Southwest corner of the parcel herein described;  
thence North 89° 59' 07" East, a distance of 100.00 feet to the Southeast corner;  
thence North 00° 04' 32" West, a distance of 297.00 feet to the Northeast corner;  
thence South 89° 59' 07" West, a distance of 100.00 feet to the Northwest corner;  
thence South 00° 04' 32" East, a distance of 297.0 feet to the Southwest corner and POINT OF BEGINNING of the parcel therein described.

- (C) The West 150.00 feet of the East 450.00 feet of the North half thereof;  
(D) The West 50.00 feet of the East 500.00 feet of the North half thereof;  
(E) The West 150.00 feet of the East 700.00 feet of the North half thereof;  
(F) The West 50.00 feet of the East 750.00 feet of the North half thereof;  
(G) The East 50.45 feet of the West 385.45 feet of the North half thereof;  
(H) The West 85.00 feet of the East 985.45 feet of the North half thereof;

Continued...



EXHIBIT "C"

- (I) The East 50.00 feet of the West 250.00 feet of the North half thereof;
- (J) The West 50.00 feet of the East 1,135.45 feet of the North half thereof;
- (K) The West 50.00 feet of the East 200.00 feet of the South half thereof;
- (L) The West 50.00 feet of the East 300.00 feet of the South half thereof;
- (M) The West 100.00 feet of the East 400.00 feet of the South half thereof;
- (N) The East 100.00 feet of the West 700.00 feet of the South half thereof;
- (O) The East 100.00 feet of the West 600.00 feet of the South half thereof;
- (P) The West 100.00 feet of the East 835.45 feet of the South half thereof;
- (Q) The West 100.00 feet of the East 935.45 feet of the South half thereof.

PARCEL III:

The North 30.00 feet of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 17 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona; and

EXCEPT 50% of the mineral and oil, rights as reserved in Deed recorded in Docket 1431, page 209, records of Cochise County, Arizona.

EXHIBIT "D"

PARCEL I:

Lots 3 and 19, Block 80, ARIZONA SUN SITES, according to Book 12 of Maps, page 66, records of Cochise County, Arizona;

EXCEPT an undivided 1/2 interest in and to all oil, coal, gas and mineral rights as reserved in Docket 208, page 24, records of Cochise County, Arizona.

PARCEL II:

Lot 9, Block 89C, ARIZONA SUN SITES, according to Book 12 of Maps, page 86, records of Cochise County, Arizona;

EXCEPT an undivided 1/2 interest in and to all oil, coal, gas and mineral rights as reserved in Docket 208, page 24, records of Cochise County, Arizona.

PARCEL III:

Lots 2 and 26, Block 81, ARIZONA SUN SITES, according to Book 12 of Maps, page 67, records of Cochise County, Arizona;

EXCEPT from Lot 26, an undivided 1/2 interest in and to all oil, gas and mineral rights as reserved in Docket 60, page 297, records of Cochise County, Arizona; and

EXCEPT from Lot 2 and 26, an undivided 1/2 interest in and to all oil, gas and mineral rights as reserved in Docket 208, page 24, records of Cochise County, Arizona.

DEC 23 1992 8 Am  
5.5 P-2

921230537

JAN 14 1993  
12pm 0-3

ARIZONA DEPARTMENT OF WATER RESOURCES

15 South 15th Avenue, Phoenix, Arizona 85007  
Telephone (602) 542-1553  
Fax (602) 256-0506



FIFE SYMINGTON  
Governor

ELIZABETH ANN RIEKE  
Director

January 12, 1993

Mr. Roy Tanney  
Director of Real Estate Subdivisions  
Department of Real Estate  
202 East Earl Drive, Suite 400  
Phoenix, Arizona 85012

Re: Arizona Sunsites Unit 2, Blocks 193-329, Cochise County

Dear Mr. Tanney:

Pursuant to A.R.S. §45-108, Buck Lewis Engineering, Inc. has provided the Department of Water Resources with information on the water supply for Arizona Sunsites Unit 2, Blocks 193-329 in Sections 21, 27, 28, 33, 34, T17S, R24E, G&S R B&M.

Water for domestic use will be provided to each of the 65 lots in the subdivision by wells to be drilled by the individual lot owners.

Adequacy of the water supply was reviewed by the Department with regard to quantity, quality and dependability. The subdivision is located about three miles west of the Town of Sunsites and about 20 miles south of the City of Wilcox in Sulphur Springs Valley. Very little information is available regarding the hydrology of the area. Indications are that groundwater may not be available in the west half of sections 28 and 33. The availability of groundwater must be determined by drilling on individual lots. Where groundwater is available, the depth to water ranges from less than 200 to about 300 feet below land surface. Water levels in the area have been declining at a rate of two to eight feet per year for the past several years. The quality of the groundwater in the area should be acceptable for domestic use.

No information has been provided regarding the long term dependability of the water supply. Because it has not been demonstrated that a 100-year water supply is available to each lot and considering the rate of water level decline, the Department of Water Resources must find the water supply to be *inadequate* for the proposed use.

A.R.S. §32-2181F requires a summary of the Department's report for dry lot subdivisions or those with an inadequate water supply be included in all promotional material and contracts for sale of lots in the subdivision. We suggest the following synopsis:

"Arizona Sunsites Unit 2 is being sold with the domestic water supply to be provided by wells to be drilled by the individual lot owners. Indications

930101317

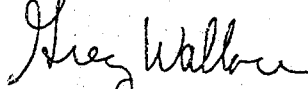
Mr. Roy Tanney  
January 12, 1993  
Page 2

are that groundwater may not be available in the west half of sections 28 and 33. Groundwater availability must be determined by drilling on individual lots. Where groundwater is available, the depth to water ranges from less than 200 to about 300 feet below land surface. Water levels have been declining at a rate of two to eight feet per year. The quality of the water should be acceptable for domestic use. Because it has not been demonstrated that a 100-year water supply is available to each lot in the subdivision, the Department of Water Resources must find the water supply to be *inadequate*.

The developer, pursuant to A.R.S. §32-2181F, may suggest a different summary of this report, but it must contain the above elements and/or the Department's findings. Any change to the above subdivision or water supply plans may invalidate this decision.

This letter constitutes the Department of Water Resources' report on the subdivision water supply and is being forwarded to your office as required by A.R.S. §45-108. This law requires the developer to hold the recordation of the above subdivision's plats until receipt of the Department's report on the subdivision's water supply. By copy of the report, the Cochise County Recorder is being officially notified of the developer's compliance with the law.

Sincerely,



Greg Wallace  
Chief Hydrologist

GW/KM/cl

cc: Hawaiian American Land Corp.  
Buck Lewis Engineering  
Christine Rhodes, Cochise County Recorder  
Jody Klein, Cochise County Planning & Zoning  
Duane Turner, Department of Real Estate, Tucson  
Lori Garcia, Department of Environmental Quality

930101317  
COCHISE COUNTY RECORDER  
BOX 184  
BISBEE, AZ. 85603



FEE # 930101317  
OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 01/14/93 HOUR 12  
REQUEST OF  
COCHISE COUNTY RECORDER  
CHRISTINE RHODES-RECORDER  
FEE : 0.00 PAGES : 2

930101317

Rev. H. C. McMillan

RESTRICTIVE COVENANTS FOR  
Unit No. 2, Arizona Sun Sites  
Cochise County, Arizona

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. They may be revised or amended by a majority vote of the owners of lots at any time.

1. One single family residence and appurtenant structures only shall be erected on each residential lot.
2. Building lines of all structures, exclusive of walls, shall be 50 feet from the front property line, 25 feet from the side and rear property line.
3. No building or wall shall be erected until the design has been approved by the seller or his assignee.
4. No trailers or other temporary structures shall be placed on any lot.
5. No commercial or business operation other than arts, crafts or profession operated solely by the members of the family occupying the dwelling shall be conducted on any lot and no exterior advertising is permitted except that on Block 210, 246, 265, Lot 10 Block 298 and Lot 9 Block 301, there may be permitted schools, churches and shopping centers which may include, but not be limited to, grocery stores, drug stores, service stations, clothing stores, auto garages, doctors offices, bakeries and any other retail stores necessary for the safety, well being or convenience of the surrounding area.
6. The keeping of animals, livestock or poultry for commercial purposes shall not be permitted on any lot.
7. All trash or waste shall be kept in sanitary containers.
8. No oil drilling or mining operation of any kind shall be permitted on any lot.
9. No industrial manufacturing will be permitted.

STATE OF ARIZONA ) SS  
COUNTY OF PIMA )

Sidney Nelson  
Vice-President

B. Carmel Hubbard  
Assistant Secretary

On this 4th day of October, 1961, before Me, a Notary Public in and for said County and State, personally appeared Sidney Nelson and B. Carmel Hubbard, who being by Me duly sworn did say that they are Vice-President and Assistant Secretary, respectively, of Horizon Land Corporation, a corporation organized under the laws of the State of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and that said Vice-President and Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal on the day and date last above written.

My commission expires July 4, 1964.

Dana Van Dyke  
Notary Public

STATE OF ARIZONA  
COUNTY OF COCHISE  
Witness my hand and Official Seal  
W. NEWBERRY, County Recorder  
R. E. Gentry Deputy  
Entered 228 Blotted 17876  
To be returned

I hereby certify that the within instrument was filed and recorded at request of  
GENTRY & McNULTY  
DRAWER T  
TUBEE, ARIZONA  
Date NOV 21 1961-11 30 AM  
Total \$ 453 Page 17876  
Docket 228

AMENDMENT TO RESTRICTIVE COVENANTS  
FOR UNIT #2 - ARIZONA SUN SITES  
COCHISE COUNTY, ARIZONA

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them. They may be revised or amended by a majority vote of the owners of the lots at any time.

1. Paragraph 2 of the original Restriction is amended to read as follows: "Building lines of all structures, exclusive of walls, shall not be less than 50 feet from the front property line or 25 feet from the side and rear property line".

Sidney Nelson  
Vice President

Eileen J. Walden  
Assistant Secretary

STATE OF ARIZONA )  
COUNTY OF PIMA ) ss

On this 16th day of January, 1962, before me, a Notary Public in and for said County and State, personally appeared Sidney Nelson and Eileen J. Walden, who being by me duly sworn did say that they are Vice President and Assistant Secretary, respectively, of Horizon Land Corporation, a corporation organized under the laws of the State of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said Sidney Nelson and Eileen J. Walden acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal on the day and date last above written.

Catherine S. Gibson  
Notary Public

My Commission Expires: 9/4/64.

STATE OF ARIZONA  
COUNTY OF COCHISE  
Witness my hand and Official Seal  
P. W. NEWBURY, County Recorder  
P. Leary Deputy  
Indexed ☒ Photostated ☒ Blotted ☒

I hereby certify that the within instrument was used and recorded at request of

Fee \$ 1.75  
L. R. S. 2.00

Horizon Land Corp  
Box 5128, Tucson, Arizona

Total \$ \_\_\_\_\_ Date JAN 19 1962-10.40 AM  
Docket 292 Page 175 No. 982

136

RESTRICTIVE COVENANTS FOR  
Unit No. 6, Arizona Sunsites  
Blocks 651 through 722 inclusive  
Except Blocks 655; 656 lots 1  
through 24 incl.; 657 lots 1 through  
27 incl.; 658 lots 1 through 22 incl.;  
659 lots 1 through 25 incl.; 660 lots  
1 through 27 incl.; 661 lots 1 through  
21 incl.; 662 lots 1 through 26 incl.;  
681 lots 1 through 25 incl.; 719 lots 11 through  
35 incl.; 720 lots 11 through 35 incl.;  
Cochise County, Arizona

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. They may be revised or amended by a majority vote of the owners of lots at any time.

1. One single family residence and appurtenant structures only shall be erected on each residential lot.
2. Building lines of all structures, exclusive of walls, shall be not less than 50 feet from the front property line or not less than 15 feet from the side lines and not less than 25 feet from the rear property line.
3. No building or wall shall be erected until the design has been approved by the seller or his assignee.
4. No trailers or other temporary structures shall be placed on any lot.
5. No commercial or business operation other than arts, crafts, or profession operated solely by the members of the family occupying the dwelling shall be conducted on any lot and no exterior advertising is permitted.
6. The keeping of animals, livestock or poultry for commercial purposes shall not be permitted on any lot.
7. All trash or waste shall be kept in sanitary containers.
8. No gas, oil drilling or mining operation of any kind shall be permitted on any lot.
9. No industrial manufacturing will be permitted.

*Eileen J. Walden*  
Assistant Secretary

*Sidney Nelson*  
Vice President

STATE OF ARIZONA)  
                                  )ss  
COUNTY OF PIMA )

On this 8th day of May, 1962, before me, a Notary Public in and for said County and State, personally appeared Sidney Nelson and Eileen J. Walden, who being by me duly sworn did say that they are Vice President and Assistant Secretary, respectively, of Horizon Land Corporation, a corporation organized under the laws of the State of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said Sidney Nelson and Eileen J. Walden acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal on the day and date last above written.

My Commission Expires: 9/4/64.

*Patricia J. Wilson*  
Notary Public

STATE OF ARIZONA  
COUNTY OF COCHISE  
Witness my hand and Official Seal  
P. W. SEWERY, Deputy Recorder  
*P. W. Sewery* Deputy  
Notary Public

I hereby certify that the within instrument was filed and recorded as required by  
File # 175 *Horizon Land Corp.*  
L. R. S. Box 5128 Tucson  
Date MAY 9 1962 - 9:00 AM  
Page 136 No. 6800  
Docket 301



2012-16432

Page 1 of 7

Requested By: Pioneer Title Agency

Christine Rhodes - Recorder

Cochise County, AZ

07-26-2012 12:07 PM Recording Fee \$12.00

at the request of Pioneer Title Agency, Inc.

When recorded mail to

**SANDRA D. TREIBER**

**P.O. Box 848**

**Pearce, AZ 85625**

00961211-HEM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CAPTION HEADING:**

**WELL AGREEMENT**

**WELL 55-560274**

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

Recording Cover Sheet  
00961211

**TREIBER & ELLIOTT**  
**WELL SHARE AGREEMENT**

This Well Share Agreement is between Sandra Treiber, any successors, heirs, and assigns and Ron Elliott, any successors, heirs, and assigns.

Sandra Treiber is the owner of 125 N Skyline Rd, Pearce, AZ 85625

Ron Elliott is the owner of 768 W Justin St, Pearce, AZ 85625

The well shall be for the mutual benefit of Sandra Treiber, her heirs, successors and or assigns, and Ron Elliott, his heirs, successors and or assigns.

The well is currently located in the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  OF Section 21 Township 17 Range 24 (see APN 117-02-409).

There are two shares of said well.  
Sandra Treiber currently has one share in said well.  
Ron Elliott currently has one share in said well.  
No other well shares will be assigned to said well.

There is an easement for water lines over the Northerly portion of Lot 13 and the Southerly portion of Lots 4 & 5.

All expenses incurred for well electricity will be shared proportionately, according to each parcel owner's respective shares. Both parcel owners will work together regarding the billing and payment of the electricity for operating the well. The well shall have two meters to measure water usage for each property.

Sandra Treiber, her successors, heirs, and assigns, will be named the Well Master, unless both parties agree to an amendment.

Each party is responsible for the maintenance and upkeep of their own water meter for the well and water lines from their property line to their home.

A joint banking account will be setup for maintenance/repairs of the well. Each party will pay \$300 per year toward any future repairs of the water well. Payments (deposits) can be made monthly, quarterly or annually by each party. When the bank balance reaches \$10,000, no other payments (deposits) will be required by each party, unless the balance drops below \$10,000. If either party sells their property, any funds they contributed to the bank account will be refunded (less any previous repairs and maintenance of said well).

All expenses incurred for well maintenance and well repair will be proportionately, according to each parcel owner's respective shares. Both parties will jointly make decisions with regards to how the maintenance and repair is to be completed.

THE SANDRA D. TREIBER REVOCABLE TRUST DATED 2/28/2012

BY:

Sandra D Treiber  
SANDRA D. TREIBER, TRUSTEE

\*Pursuant to ARS 33-404, the names and address of the beneficiaries of the herein named trust are: SANDRA D. TREIBER, P.O. Box 848, Pearce, AZ 85625

Ronald Elliott  
RONALD ELLIOTT

STATE OF ARIZONA  
COUNTY OF COCHISE

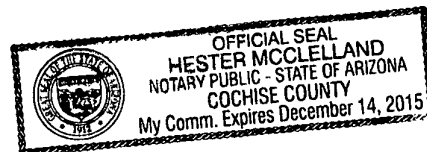


This instrument was subscribed before me the undersigned Notary Public this 24 day of July, 2012 by SANDRA D. TREIBER, TRUSTEE OF THE SANDRA D. TREIBER REVOCABLE TRUST DATED 2/28/2012.

Hester McClelland  
NOTARY PUBLIC

My commission expires: 12/14/2015

STATE OF ARIZONA  
COUNTY OF COCHISE



This instrument was subscribed before me the undersigned Notary Public this 25 day of July, 2012 BY RONALD ELLIOTT.

Hester McClelland  
NOTARY PUBLIC

My commission expires: 12/14/2015

WELL-AGREEMENT

PROPERTY CURRENTLY OWNED BY SANDRA TREIBER:

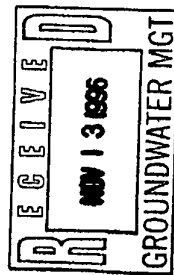
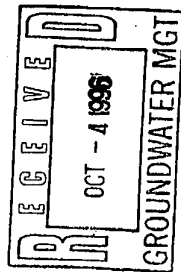
Lots 4, 5, 11,12,13,14,15 and 16, Block 219, ARIZONA SUNSITES UNIT 2, according to Book 4 of Maps, page 47, records of Cochise County, Arizona.

PROPERTY CURRENTLY OWNED BY RONALD ELLIOTT:

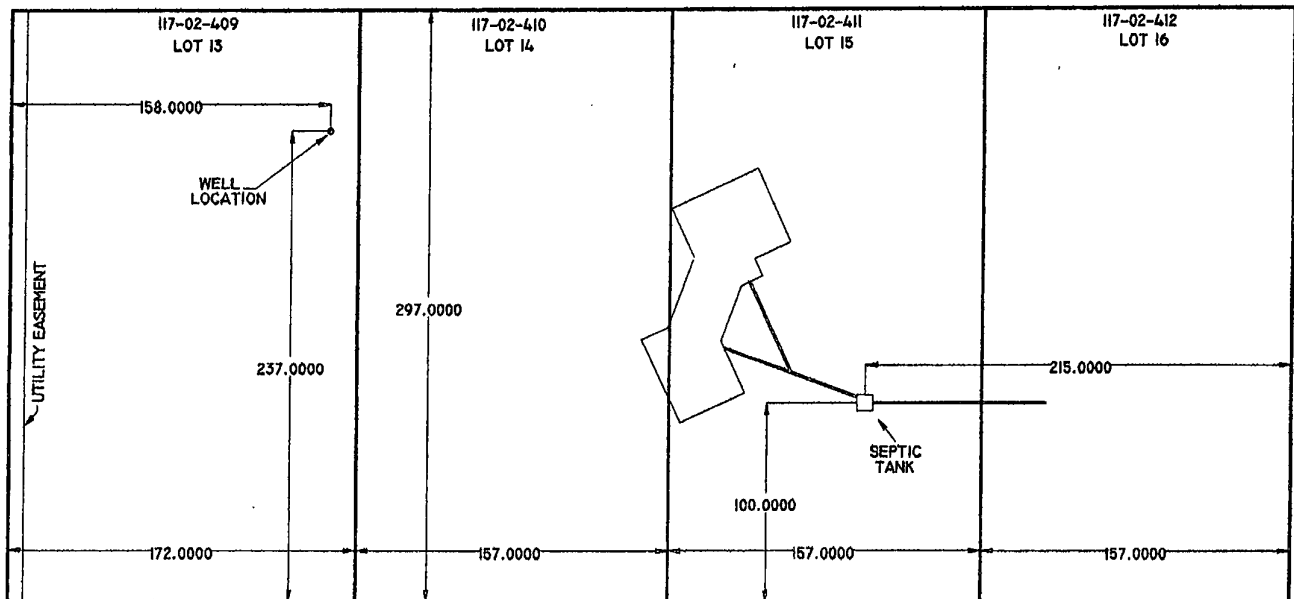
Lots 6 and 7, Block 219, ARIZONA SUNSITES UNIT 2, according to Book 4 of Maps, page 47, records of Cochise County, Arizona.

Page 5 of 7  
04/27/2023 9:26 AM

ARTIZONA, SUNSITES  
UNIT #2  
BLOCK 219  
LOTS 13,14,15,16



NORTH  
↑



## COURTESY RECORDING INSTRUCTIONS

Pioneer Title Agency, Inc. is hereby handed the following document(s):

### WELL AGREEMENT

You are hereby authorized and instructed as a courtesy to deliver for recording to the Cochise County Recorder's Office said document(s), with these instruction to be attached to and recorded as a part of the first mentioned document.

The undersigned understands and acknowledges that Pioneer Title Agency, Inc. is acting in the capacity of messenger only, without consideration, and is not responsible for the correctness of the form, content or execution of any of the document(s) and that Pioneer Title Agency, Inc. is hereby released of any and all liability in connection with the same. Further, the undersigned understands and acknowledges that Pioneer Title Agency, Inc. assumes no responsibility or liability due to any delay in recordation of said document(s).

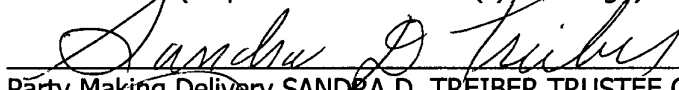
The undersigned states that the real property affected by the document(s) is not involved in an open escrow, title insurance or other transaction pending with any office of Pioneer Title Agency, Inc. or any other title company.

The undersigned understands and acknowledges that at the time of recordation, the documents will not be insured by Pioneer Title Agency, Inc. Pioneer Title Agency, Inc. is hereby instructed not to do any title search in conjunction with this courtesy recording.

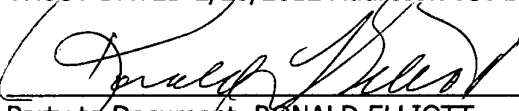
It is further understood and acknowledged that there shall be no liability and/or responsibility for a payment of any consideration by Pioneer Title Agency, Inc. to any party as this service is performed as a courtesy only.

Dated: July 20, 2012

SIGNATURES (All parties to document(s) must sign):

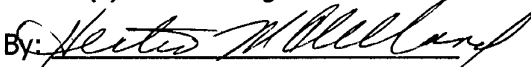


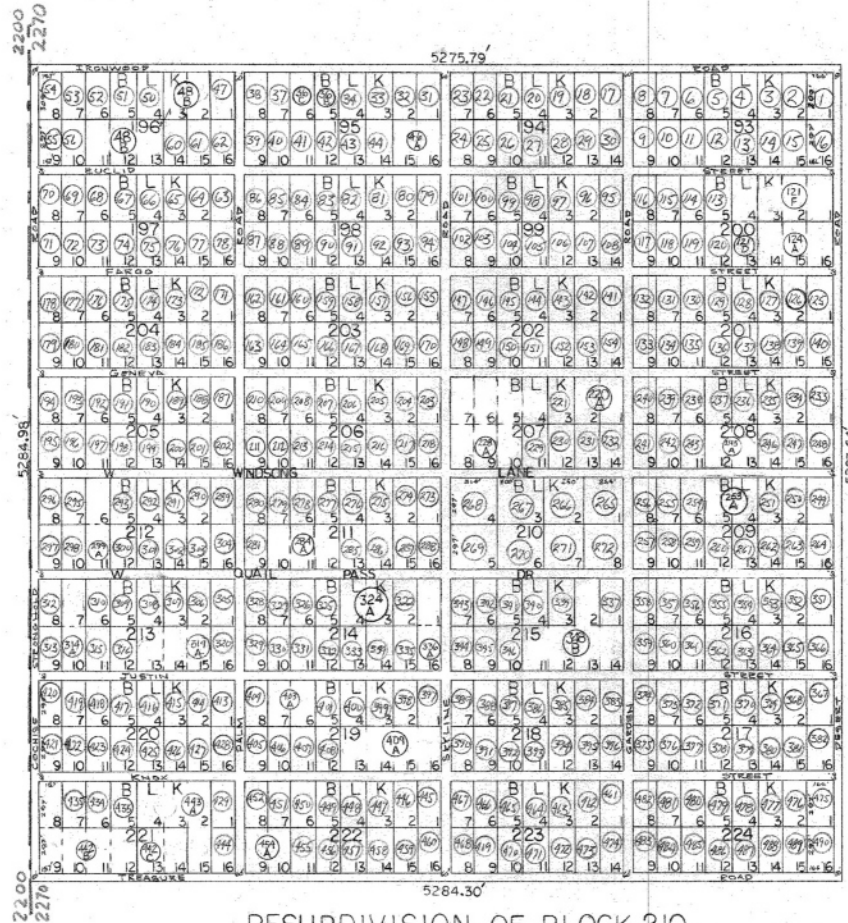
Party Making Delivery SANDRA D. TREIBER TRUSTEE OF THE SANDRA D. TREIBER REVOCABLE TRUST DATED 2/28/2012 Address: **P.O. Box 848, Pearce, AZ 85625**



Party to Document RONALD ELLIOTT

Pioneer Title Agency, Inc. office forwarding document(s) to recording desk:

Office Name Benson By: 

TWP 17 RGE 24  
SEC 21BOOK 117  
MAP 2RESUBDIVISION OF BLOCK 210  
AND  
ARIZONA SUN SITES  
UNIT NO. 2

SCALE: 1"=600'

THIS DESCRIPTION IS FROM  
OUR WORKING RECORDS AND  
DOES NOT CONSTITUTE A SURVEYCOCHISE COUNTY ASSESSOR  
THIS MAP CREATED AS A WORKING RECORD  
AND DOES NOT CONSTITUTE A SURVEY

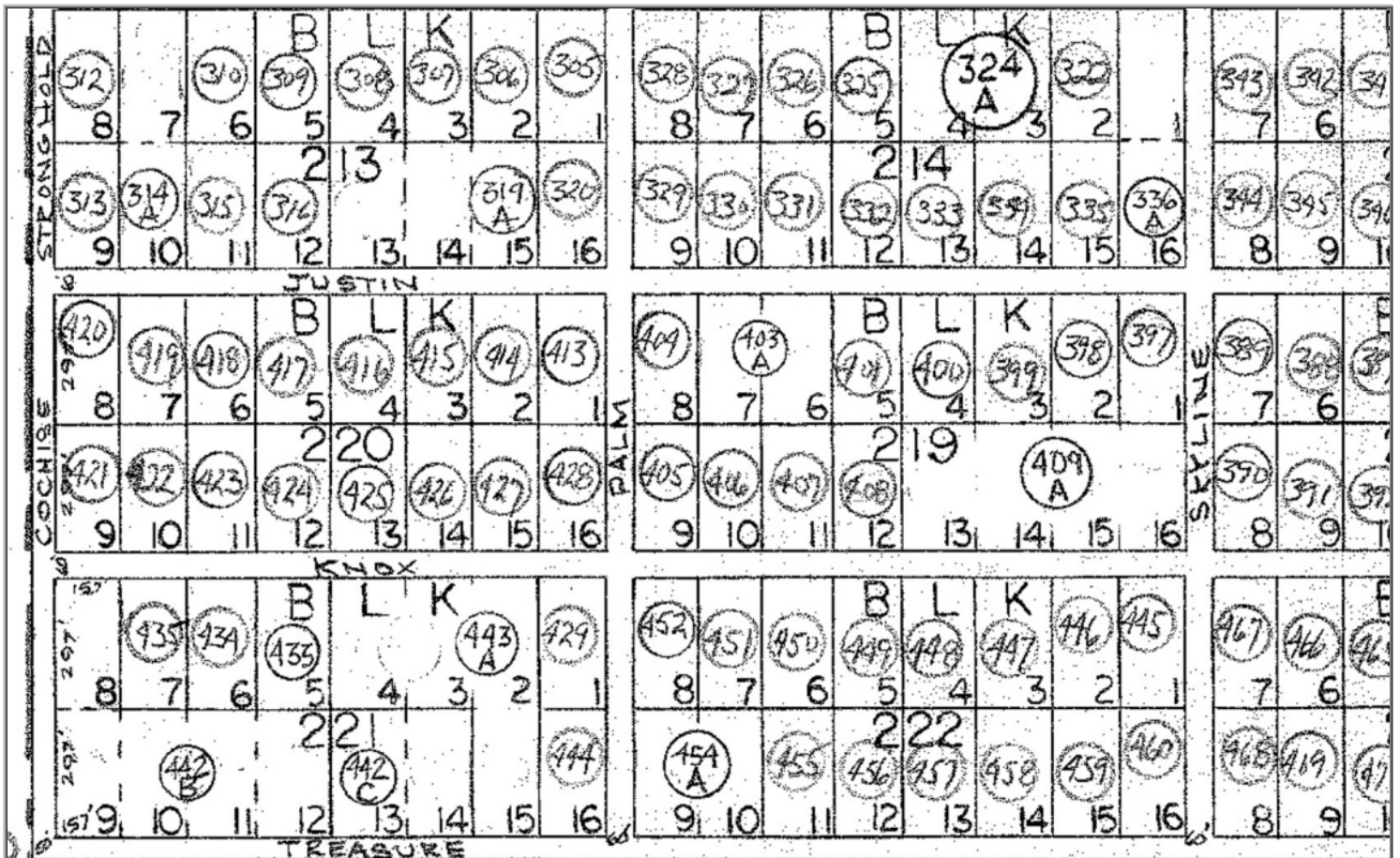
N

**Pioneer Title Agency**, ParcelID: 117-02-408  
Pearce AZ 85625

COMMITMENT TO SERVICE

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





5284.30'

# RESUBDIVISION OF AND ARIZONA SUN UNIT NO. 2

**Pioneer Title Agency**, ParcelID: 117-02-408  
Pearce AZ 85625

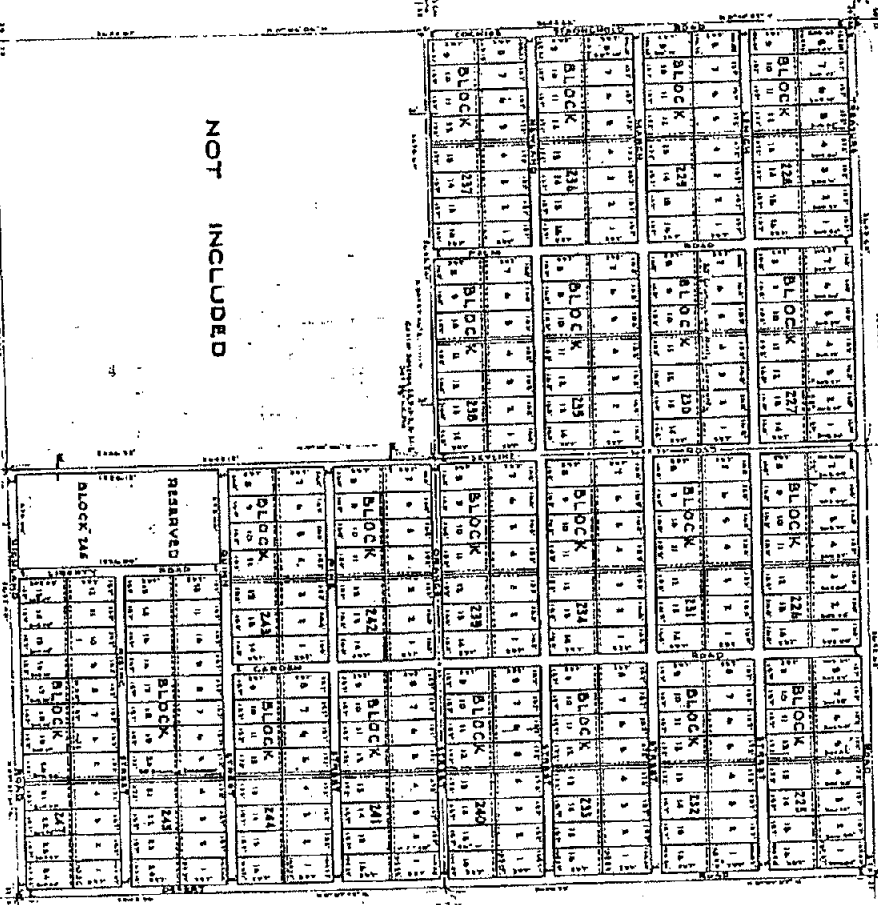
COMMITMENT TO SERVICE

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



NO COPIES  
AS TO...

NOT INCLUDED



|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

LOCATION PLAN  
SCALE: 1" = 400'



RESUBDIVISION OF  
ARIZONA SUN SITES  
UNIT No. 2

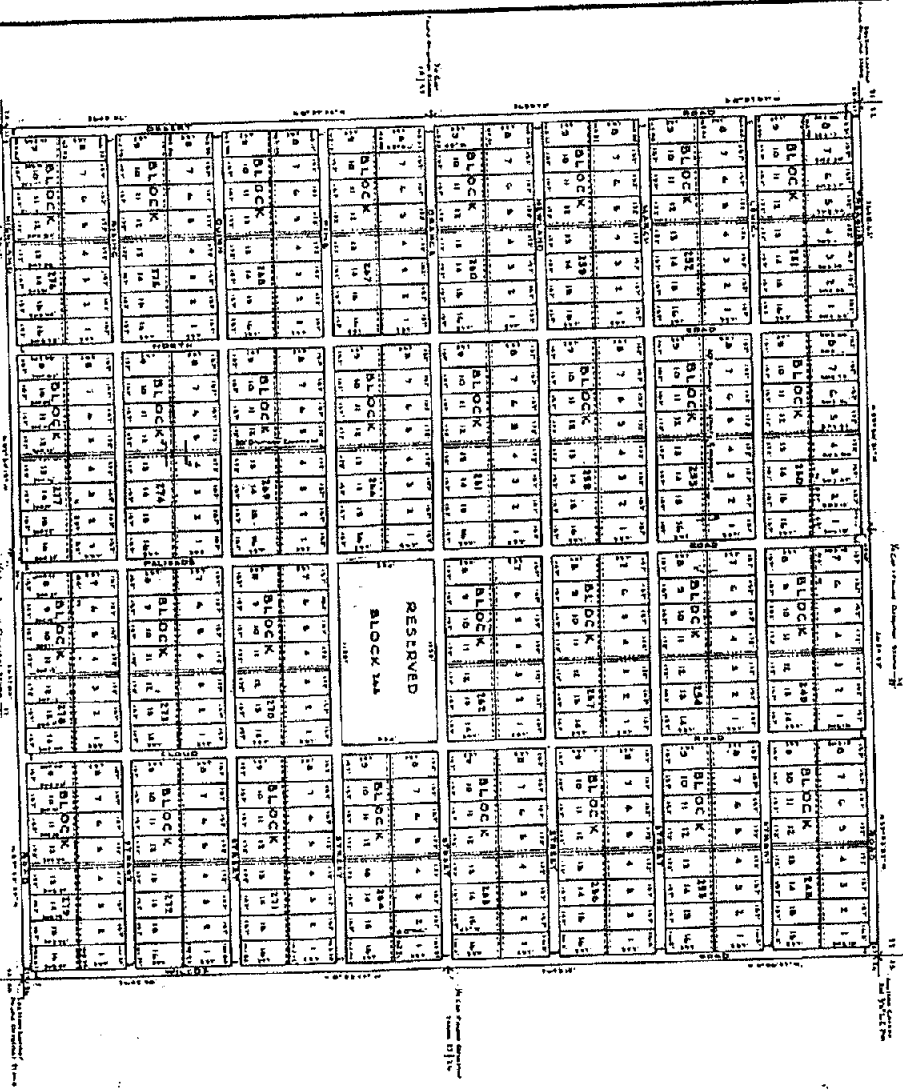
LOCATION PLAN

Section 10, Township 10N, Range 10E, T10N, R10E, S4

|    |    |    |    |    |    |    |    |    |     |
|----|----|----|----|----|----|----|----|----|-----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10  |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20  |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30  |
| 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40  |
| 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50  |
| 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60  |
| 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70  |
| 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80  |
| 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90  |
| 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |



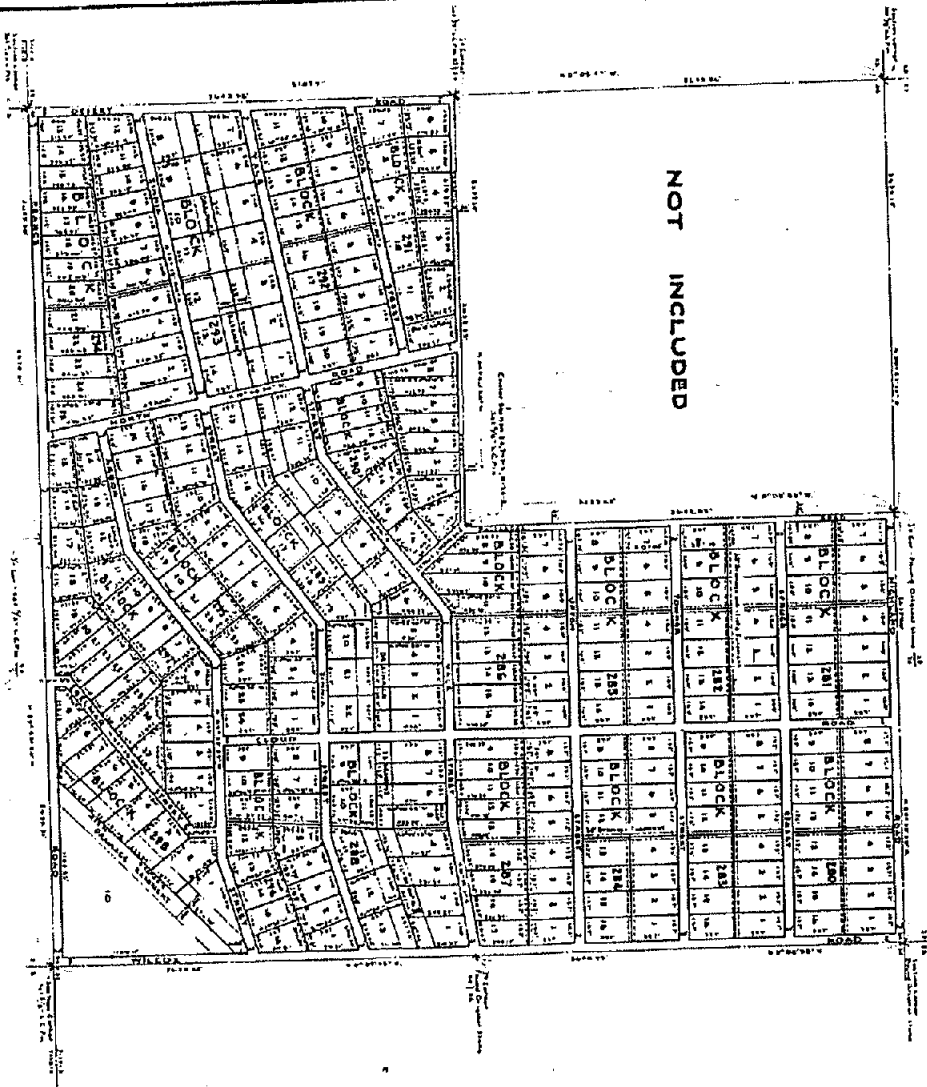
SCALE 1/4"



RESUBDIVISION OF  
ARIZONA SUN SITES  
UNIT NO. 2

DESIGN  
 THIS PLAN  
 IS FOR  
 LIABILITY  
 AS TO THE ADJ

NOT INCLUDED



LOCATION PLAN  
 Showing the location of the  
 subject property, Arizona

|    |    |    |    |    |    |    |    |    |     |
|----|----|----|----|----|----|----|----|----|-----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10  |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20  |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30  |
| 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40  |
| 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50  |
| 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60  |
| 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70  |
| 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80  |
| 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90  |
| 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |



RESUBDIVISION OF  
 ARIZONA SUN SITES  
 UNIT NO. 2

Block 100 to 108

Section 10, T10N, R10E

Surveyed by D. B. BAKER

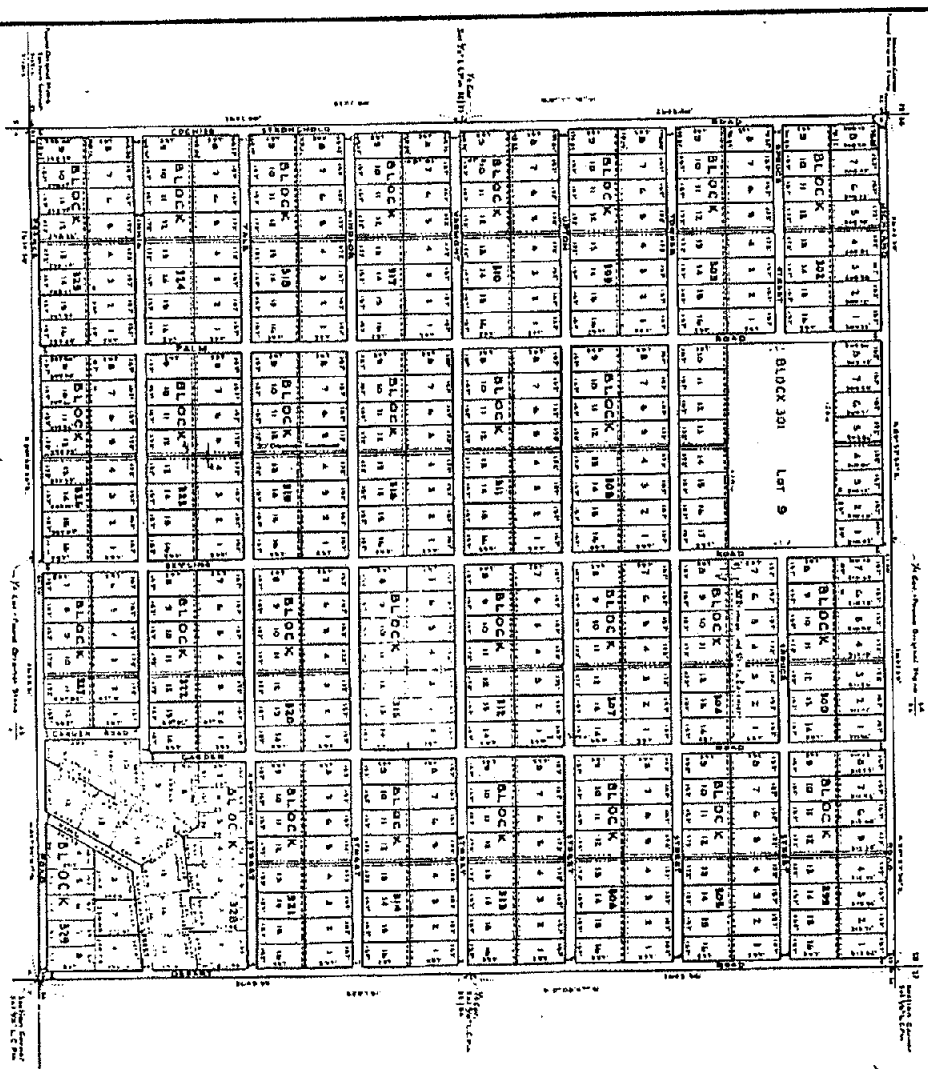
AS TO THE  
 1951 IS FOR  
 1951 IS FOR  
 1951 IS FOR

|    |    |    |    |    |    |    |    |    |     |
|----|----|----|----|----|----|----|----|----|-----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10  |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20  |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30  |
| 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40  |
| 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50  |
| 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60  |
| 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70  |
| 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80  |
| 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90  |
| 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |

LOCATION PLAN  
 TOWN OF TUCSON, ARIZONA  
 CANTON COUNTY, ARIZONA



Scale 1" = 400'



RESUBDIVISION OF  
 ARIZONA SUN SITES  
 UNIT No. 2

Block 109, Lot 119

Section 11, T17S, R14E

Sheet 8 of 8 Sheets