

ASPOA

Box 1283

Tubac, AZ 85646



2013-04616

Page 1 of 13

Requested By: Aspoo

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

06-18-2013 03:18 PM Recording Fee \$18.00

Deed Restrictions for Aliso Springs Property Owners Association

G.T. Ranches Estates

Declaration of Establishment of Restrictions

KNOW ALL MEN BY THESE PRESENTS:

That TIRSO TRUJILLO, ESPIRIDION TRUJILLO, AMELINA TRUJILLO VALDENEGRO, ABRAHAM TRUJILLO, JUAN de DIOS TRUJILLO, JOSEFINA TRUJILLO JOHNSON AND GUADALUPE T. TRUJILLO, being the owners of all of the certain property situated in the County of Santa Cruz, State of Arizona, more specifically described as follows:

Section 23, Township 21 South, Range 12 East, Gila and Salt River Base and Meridian, located in Santa Cruz, State of Arizona (also known and referred to herein as "GT Ranches"). Do hereby certify and declare that they have established and do hereby establish a general plan for the improvement and development of said property, and do hereby establish the provisions, conditions, restrictions, and covenants upon and subject to which all lots and portions of lots of said property shall be improved or sold and conveyed from them as such owners, each and all of which is, and are, for the benefit for each owner of land in said property for any interest therein, and shall inure and pass with each and every parcel of said property, and shall apply to, and bind, the respective successors in interests of the present owners thereof, and are, and each thereof is, imposed upon said property as a servitude in favor of each and every parcel of land therein as a dominant tenement or tenements, as follows, to-wit:

1. All restrictive covenants, listed and/or contained herein are subject, in all instances, to compliance with the State of Arizona and the County of Santa Cruz Health ordinances, restrictions and regulations, zoning regulations or any other duly enacted law or regulation.

2. NOW THEREFORE. upon the foregoing described real property, aka, GT Ranches, are hereby created, declared and established in Santa Cruz County, Arizona, the following restrictive covenants, easements, reservations and requirements upon the lands within said subdivision, which restrictive covenants, easements, and requirements shall run with the land and remain in full force an effect for a period of 25 years from the date hereof, or until GT Ranches shall become part of an incorporated municipality, or until amended or rescinded upon the written consent of the owners of record of a majority of the lots in said subdivision, whichever event shall first occur;

3. The GRANTOR, or its successors or assigns, as the case may be, shall have the right to enforce, either at law or in equity, any or all of the restrictions and

covenants or any amendment or subsequent deeds of restrictions filed in the Public Records of Santa Cruz County, Arizona by the GRANTORS or its successors or assigns.

4. These restrictive covenants are severable and the invalidation of one shall not invalidate any other restrictive covenant herein, and each covenant shall be independent to such extent that the waiver of any one or more of these restrictive covenants by GRANTOR shall in no way be construed as a waiver of any of the other restrictive covenants.

5. The undersigned and their successors, assigns, or duly authorized agents, so long as they have any interest (whether as owner, mortgagee or otherwise) in the property as above referred to, reserve the right, by recorded instrument, to subsequently amend, alter or change these covenants and restrictions and to subsequently file, from time to time, additional covenants and restrictions hereto upon the Public Records of Santa Cruz County, Arizona, in respect to the property in which they at the time have any such interest.

6. All references hereto to GRANTOR shall be deemed to refer to either GRANTOR or to any successor to GRANTOR as owner of the property referred to herein or any part thereof.

7. The Board of Directors shall appoint the Committee of Architecture hereafter referred to as the COMMITTEE. The COMMITTEE shall have the further right and power to create and fill vacancies on the COMMITTEE. It shall be the general purpose of the COMMITTEE to provide for the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties and structural soundness of buildings and their appurtenances constructed at GT Ranches. The COMMITTEE shall be guided by and controlled by this Deed of Restrictions. The COMMITTEE shall further determine whether the conditions contained in this Deed of Restrictions are being complied with and shall have the power to enforce compliance in any manner they deem appropriate. The COMMITTEE may adopt such further reasonable rules and regulations necessary to carry out its duties.

8. Every present owner of a lot or parcel within these subdivisions upon endorsement by signature of this document and from this date every purchaser of a lot or parcel or portion thereof within G. T. Ranches by the payment of the purchase price and acceptance of and deed thereof, shall become a member of the Aliso Springs Property Owners Association, Inc., an Arizona corporation. Said Association shall hold title to such passageways, easements, drives, streets, avenues, roads and footways and shall then assume responsibility, maintenance, control and safety and liability of the rights of ways and common areas as conveyed to said Association and not otherwise.

All individual lot owners and members of their immediate families or their legal tenants shall be entitled and have the right to use all said passageways, easements,

drives, avenues, roads, and footways; provided, however, multiple owners of a single parcel shall have the same voting power and privileges as a single owner.

Each Member, his heirs and assigns, shall be obligated to pay to the Association for the assessments levied by the Association for the purpose and purposes for which it is organized to meet all common expenses, including but not limited to insurance premiums, taxes, maintenance, repair and replacement of commonly used properties, reserve for contingencies, water charges, well and tank repair and replacement charges, utilities, maintenance and repair of roads, streets and alleys, administrative costs, legal and accounting fees, and any other charges agreed upon by two thirds (2/3) of the members of Aliso Springs Property Owners Association, Inc.

There is hereby created a lien on each lot or parcel or portion thereof within G. T. Ranches to secure payment of the share of common expenses chargeable or assessed to the owner or owners thereof, pursuant to the terms hereof, provided that no action shall be brought to foreclose such lien less than one hundred twenty (120) days after a notice of claim of lien is mailed to the owner of such lot or parcel or portion thereof and a copy thereof is recorded in the office of the Recorder in the County of Santa Cruz, State of Arizona."

9. All provisions, conditions, restriction and covenants herein may be enforced by Aliso Springs Property Owners Association, Inc. or its successor, or any owner of property described herein; and any breach thereof shall be grounds for the Aliso Springs Property Owners Association, Inc., its successors or any property owner, to complain to any court of law or equity having jurisdiction thereof for proper relief, and if such relief be granted, the court may in its discretion award to the Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees and damages.

Provided that any violation of the foregoing conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

10. No delay or omission on the part of the Aliso Springs Property Owners Association, Inc., or its successors as owner of the reversionary rights herein specified or the owner or owners of any lot in the said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the restrictions and covenants herein shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the undersigned, their successors, or assigns, for or on account of their failure or neglect to exercise any right, power or remedy herein provided for in the

event of such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable."

11. Any owner aggrieved by a decision of the Board of Directors or of any committee appointed by the Board may appeal such decision in writing to the Board, by delivery of such appeal to the Secretary. The Board shall call a hearing on the appeal, at which time the aggrieved party may appear and testify. The Board shall have thirty (30) days from the date of the hearing in which to grant or deny the appeal and so notify the aggrieved party in writing."

RESTRICTION A

UNIFORM GENERAL RESTRICTIONS

1. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of roads and utilities, including, but not limited to gas, water, telephone, telegraph, T.V. cable, electricity, sewers, storm drains, as well as any function deemed necessary and/or expedient for the public health and welfare, be they public, quasi-public or private. Such easements and rights-of-way shall be confined to 15' on all boundaries of the GT Ranches with the exception of the recorded 40' easement to permit access to the original 7 parcel subdivision as shown in the enclosed **Exhibit #1**. All existing roads to remain as presently located to serve as ingress and egress until replaced with an improved road. This paragraph shall only apply to the original seven parcel subdivision as shown in **Exhibit #1**.

2. Within these easements no structure, planting, (other than grass or suitable ground cover), walls or fences or other materials of any type may be constructed, placed, or permitted to remain thereon. These easements conform to the requirements of all lawful public authorities including but not limited to the County Engineers of Santa Cruz County.

Refer to **Appendix A** for the Road Acceptance Policy.

3. All residential building exteriors erected in GT Ranches shall be constructed of stucco, masonry, or brick adobe or clay brick or part redwood. Other materials shall require approval in writing by GRANTOR, its duly authorized agent or the COMMITTEE, with either a gravel, shake or mission tile roof or such other materials as are approved by the GRANTOR, its authorized agent, or the COMMITTEE, if and when formed. No metal utility sheds will be allowed on any lot. All separate sheds will be constructed to harmonize with the external design of the building and enhance the aesthetic effect of the architecture.

4. Plans and specifications for all structures must be submitted to GRANTOR, its duly authorized agent or the COMMITTEE for written approval as to quality of workmanship, materials, harmony of external design, aesthetic affect, size and existing

structures, and as to location with respect to topography and finish grade elevation prior to the commencement of construction in GT Ranches. The issuance of approval shall be at the sole reasonable discretion of GRANTOR, its duly authorized agent, or the COMMITTEE, if and when formed. Any application that is failed to be acted upon within 30 days of application shall be considered approved unless written notice of disapproval.

5. No signs, advertisement or billboards of any kind shall be erected and/or exhibited in any manner on or above the property of GT Ranches, without prior written approval from the GRANTOR, or its authorized agent. The issuance of approval shall be within the sole discretion of GRANTOR or its duly authorized agent.

6. The native growth of GT Ranches shall not be harmed, destroyed or removed from any of the lots in said subdivision, except as may be necessary for the construction and maintenance of roads, driveways, residences, garages, and other buildings or for beautification purposes. In any event the native growth shall not be removed prior to the commencement of construction unless written permission is obtained from GRANTOR, its authorized agent, or the COMMITTEE, if and when formed.

7. No property shall be used for a real estate office or brokerage, unless prior written approval is obtained from GRANTOR or its duly authorized agent.

8. The keeping of ordinary domestic pet animals or riding horses will be permitted for owner and guest use only. However, no horses may be stabled or maintained on any lot having an area less than 30,000 square feet and not more than two (2) horses may be so stabled or maintained on any lot having only 30,000 square feet of lot area. Additional horses may be so stabled or maintained at the ratio of one (1) to every additional 15,000 square feet.

9. No fence or hedge shall be erected or maintained on the property of GT Ranches which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence may be maintained at no greater height than six (6) feet. No wall shall be erected or placed within the front setback lines of any lot, unless said wall or fence shall be ornamental and desirable feature and shall not in any manner impair the general scheme of the subdivision area. Owners will be responsible for constructing and maintaining fences to protect their property from adjacent open range land. The GRANTOR, its authorized agent, or the COMMITTEE, in its sole discretion, may approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by GRANTOR, its duly authorized agent, or the COMMITTEE.

10. No house trailers shall be allowed on any of the lots in GT Ranches except for use as construction trailer or as living quarters only during the course of

construction of a permanent home as allowed by the Santa Cruz County Planning and Zoning Department on special variance. Recreational vehicles may be stored on premises, but may not be used for living quarter.

11. No lot in GT Ranches shall be used as a junk yard or auto storage or graveyard. No lot in GT Ranches shall be used for depositing, dumping, burning or storing of any refuse, trash, garbage or discarded building materials. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon.

12. All exterior lighting shall be installed and maintained so as not to disturb unreasonably the holder of any other lot in GT Ranches.

13. GRANTOR will reserve equal water rights for all present and future owners accordingly with the laws of the State of Arizona and the County of Santa Cruz. Further, GRANTOR will retain all water rights and be permitted to drill and explore for water in any area for the purpose to develop a water system ample for any future subdivision of land. A fair compensation for any land used for well sites including easement rights for water lines will be paid to respective owner. GRANTOR will retain the existing water rights with the National Forest to water livestock or for public use as determined by GRANTOR.

The water services for domestic, commercial, industrial, farm or ranch use, shall be taken from service offered by the Aliso Springs Property Owners Association, Inc., and not from any other party. This paragraph shall not apply to wells existing as of this date used for farm and ranch purposes, but is limited to its current use and property and for no other purpose.

Individual wells or similar systems for water service shall not be allowed unless prior written approval therefore has been obtained from the Aliso Springs Property Owners Association, Inc. Parties with approved individual wells shall be responsible for basic monthly assessments of the Association.

Refer to **Appendix A** for the Pool Policy.

Refer to **Appendix B** for the Policy on Connections to Community Water System.

14. No roof top evaporative or air heating or conditioning units shall be allowed unless camouflaged or otherwise made to conform to the architecture of the house. Any such units, clothes lines, equipment, fixtures, swimming pool filters, water systems, wood piles or storage piles shall be walled in or kept screened by adequate plantings, walls or other means in such a manner as to conceal them from the view of neighboring lots and streets.

15. Should it become necessary at any time that GRANTOR employ counsel to enforce any of the provisions, conditions, restrictions, or covenants herein contained, all costs incurred in the enforcement of such provisions, conditions, restrictions or covenants herein contained including but not limited to a reasonable fee for counsel, shall be paid by the owner or owners of a lot or lots who through their breach make it necessary for GRANTOR to enforce such provisions, conditions, restrictions, or covenants herein contained. GRANTOR shall have a lien upon such lot or lots to secure payment in restitution caused by any breach of the provisions, conditions, restrictions or covenants herein contained.

16. Existing natural drainage may not be changed or altered without the approval of the Board of Supervisors of Santa Cruz County, Arizona.

17. Easements and rights-of-way are hereby expressly reserved on all quarter section boundaries of Seven and one-half (7 1/2) feet of each Ranch for the use of the owners of GT Ranches and their guests for the purposes of horseback riding and hiking only. Within these easements, any permanent fences erected shall have gates that may be opened and kept unlocked at all times. These easements conform to the requirements of all lawful authorities including but not limited to the County Engineers of Santa Cruz County.

18. The top floor of any structure shall not be more than 2 feet above natural grade, and the total structure no higher than 25 feet above natural grade, except as may be required by Santa Cruz County regulations."

19. These Declarations of Restrictions shall automatically renew for a further twenty-five (25) year period at their original stated termination date and renew automatically for further twenty-five (25) year periods thereafter. They may be amended by a two-thirds (2/3) majority at any time.

RESTRICTION B

COMMERCIAL

In addition and supplemental to the Uniform General Restrictions, the following restriction, reservations and easements shall apply to and govern the erection and maintenance of commercial buildings:

Notwithstanding anything contained herein to the contrary, the construction of a commercial building shall only be permitted in those areas zoned for the construction of commercial buildings by Santa Cruz County, Arizona, and provided further there exists no use restriction by the GRANTOR filed of record prohibiting the construction of a building for commercial purposes. No commercial building may be built within the GT Ranches until such time as a complete set of plans and specification for any contemplated commercial structure, including ground usage plan and parking


provisions, have been submitted and approved by the Board or its duly authorized agent or the COMMITTEE.

CONCLUSION

If the parties hereto, or any of them, or their heirs or assigns, or successors in interest, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said GT Ranches, or upon or within the limits of the property legally described herein, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations. Provided that any violation of the foregoing provisions, conditions, restrictions or covenants shall not be feat or rendered invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any persons through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure of deed in lieu of foreclosure.

These Amended Deed Restrictions were approved by a 2/3rd majority vote of the Members of Aliso Springs Property Owners Association at the *Annual Members Meeting* held March 14, 2010.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their signatures and seals affixed this 6th day of September, 2010.



Judi Monday, President



Gary Isaacson, Secretary

Exhibit #1

Declaration of Easement

KNOW ALL MEN BY THESE PRESENTS:

That TIRSO TRUJILLO, ESPIRIDION TRUJILLO, AMELINA TRUJILLO, VALDENEGRO, ABRAHAM TRUJILLO, JUAN de DIOS TRUJILLO, JOSEFINA TRUJILLO JOHNSON, and GUADALUPE T. TRUJILLO, being the owners of all of that certain property situated in the County of Santa Cruz, State of Arizona, more specifically described as follows:

Section 23, Township 21, South, Range 12 East, Gila and Salt River Base and Meridian, located in Santa Cruz, State of Arizona.

(also known and referred to as "GT Ranches")

Do hereby certify and declare that they have established Easement for the purpose of ingress and egress to various portions of the property described herein, do hereby declare the following described Easement to be imposed upon said property as servitude in favor of each and every parcel of land therein, as follows, to-wit:

A Forty (40) Foot Wide Easement for Ingress and Egress lying within the Section 23, Township 21 South, Range 12 East, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, the Centerline of which is more particularly described as follows:

BEGINNING at the Northeast Corner of said Section 23;

THENCE South 00 08' 57" West, 1,694.67 feet along the East Line of said Section 23 to a point, said point being the TRUE POINT OF BEGINNING of the Centerline of said Easement;

THENCE North 89 55' 50" West, 20.00 feet to a point;

THENCE South 00 08' 52" West, 952.12 feet to a point;

THENCE North 89 55' 50" West, 1,682.39 feet to a point;

THENCE South 66 47' 08" West, 1,478.19 feet to a point;

THENCE North 31 54' 52" West, 1,367.19 feet to a point;

THENCE South 89 55' 50" East, 1,152.95 feet to a point, said point being the **END** of the Centerline of said Easement.

Appendix A

ROAD ACCEPTANCE POLICY

1. Any road which is constructed in order to give access to newly subdivided property shall be engineered and constructed so as to provide proper drainage, crowning and road base. The occasional summer downpours should not seriously affect the road. During the first year after construction the road maintenance will be the responsibility of the original owner.

SEE SECOND AMENDMENT

2. The criteria for acceptance by Aliso Springs Property Owners Association for maintenance responsibility shall be that the road in question will be constructed such that it will maintain itself through one full year. This is designed to ensure that the road construction is adequate to survive the often heavy rains we experience. The start of this trial period will be stated to the original property owner in writing. It will be the responsibility of the road committee to monitor and make recommendations regarding any problems with the road throughout this trial time period.

PAGE 18

3. Once the year has elapsed, the BOD and road committee will make a decision on acceptance. If the road acceptance is denied, then a written explanation along with accompanying reasons and recommendations shall be made to the original property owner.

4. It will be the original property owner's responsibility to make these corrections to ensure acceptance. A new timetable for acceptance will also be determined

POOL POLICY

1. Any newly constructed pool shall initially be filled by trucking in from an outside water source.

2. If the pool is emptied and refilled the water must again be trucked in from an outside source.

3. It is highly recommended that a pool cover be utilized to minimize evaporation.

Appendix B

Policy on Connections to Community Water System

Background: The current (2004) "Deed Restrictions for Aliso Springs Property Owners Association" identify ASPOA as the sole water service provider for the subdivision. Operation and maintenance of the ASPOA water system is overseen by the ASPOA Board of Directors through a volunteer Water Committee and use of paid contractors as needed. The ASPOA Board of Directors' first ongoing responsibility is to maintain the community water system's ability to provide service to existing residences. This includes taking emergency or interim actions, such as suspending water service and imposing more stringent water use restrictions in the event of equipment failures or major leaks; deferring new user hookups when conditions indicate the water system is at or approaching the limit of sustained operation; planning and financing improvements to the water system (including bringing new water sources on-line) consistent with changes in residential demand and/or legal requirements; and considering, as appropriate, alternatives to community water for members wishing to proceed with development of their property, such as drilling a private well (see also "ASPOA Well Drilling Policy").

Our water system is currently classified by the State as a privately owned, unregulated water provider. ASPOA is responsible for compliance with applicable Arizona law.

It is the responsibility of the ASPOA Board of Directors (BOD) to set forth in writing ASPOA's current "Hookup Policy." The ASPOA BOD reserves the capacity with cause to amend the following policy at any time, when determined to be necessary or appropriate:

Basic Terms and Conditions

1. Construction plans for new homes should incorporate water conservation features, such as grey water reuse and rainwater harvesting systems and include use of water-efficient bath, laundry and kitchen fixtures and appliances. Post-construction landscaping, if any, should be limited to drought-resistant and preferably native plants, and if a drip irrigation system is installed, careful (and regular) attention by owner is recommended to monitor water use and possible problems with valves, lines or emitters.
2. A one-time assessment of \$4,100 (or then current amount as set by membership) is paid to ASPOA by member at least 1 month in advance of requested connection; provided, however, that ASPOA may decline or defer accepting a "hookup" request pending a determination by the ASPOA BOD as to whether the water system can accommodate the request at that time without jeopardizing service to then current water system customers.

3. The purpose of each ASPOA water connection is to serve the water needs of one single family residence.
4. Where the property involved does not share a contiguous boundary with an established road and associated utility corridor but instead is located "off road," with only an easement provided for future road access and utilities, planning for the connection must be a collaborative effort with other landowners along the easement involved, as well as ASPOA Water and Road Committees. No individual property owner may pursue a different easement specific to his/her utility needs (including water) without review and written approval of their installation plan by the ASPOA BOD. If any lot has no water piping to it, the cost of installing it shall be borne in full by the property owner or owners that will benefit from the piping.
5. A water system connection consists of fittings and a nearby meter box, with meter and check valve. All such facilities shall be installed at same time, not in stages, according to Water Committee requirements; all associated costs are the property owner's responsibility.
6. The ASPOA Water Committee determines the location of the connection to the water system and the placement of each meter box, not the property owner or building contractor. If the residence is or will be located some distance from the hookup connection, the meter box will be located inside but as close to the property line as possible (not at the house).
7. Connection to the water system will be allowed only after ASPOA Architecture Committee review and approval of proposed home construction plan is complete, a County building permit has been issued for same and the property owner is ready to break ground for construction.
8. A member of the ASPOA Water Committee must be contacted prior to actual hookup installation and will inspect the connection upon completion of work, with the owner/builder present, before any line reburial occurs.
9. In the event a connection to the ASPOA water system is done improperly or incompletely, the ASPOA Water Committee determines what remedial work is needed. The property owner is obligated to respond within five (5) business days of notification, and whatever work is required will be performed at the property owner's expense. An untimely response by the property owner will result in the ASPOA Water Committee assigning an ASPOA-selected contractor to perform the remedial work and billing the property owner for cost.
10. Once connected to the water system, the property owner will have financial responsibility for all water metered, including any water loss due to failure of water equipment (e.g., meter, flow valves, piping, storage tank etc) or any acts of humans or wildlife on the property.

The same financial liability applies to property owners with a private well when, as needed on an emergency basis, they temporarily connect or reconnect and receive water from the community system.

11. By receiving and using the water from the ASPOA water system, each property owner agrees to abide by ASPOA's water conservation measures then in effect, as detailed in a letter issued annually, typically in April or May.



2017-02875

Page 1 of 4

Requested By: Aliso Springs Property Owners Associ

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

04-07-2017 02:50 PM Recording Fee \$10.00

When recorded return to:

Goldschmidt|Shupe, PLLC
6700 N. Oracle Rd., Ste. 240
Tucson, AZ 85704

**CERTIFICATE OF FIRST AMENDMENT TO
THE DEED RESTRICTIONS FOR ALISO SPRINGS PROPERTY OWNERS ASSOCIATION**

THIS FIRST AMENDMENT to the *DEED RESTRICTIONS FOR ALISO SPRINGS PROPERTY OWNERS ASSOCIATION* (the "Restrictions") is made this 12th day of December, 2016, by the Aliso Springs Property Owners Association, Inc., an Arizona non-profit corporation (the "Association").

RECITALS

WHEREAS the Restrictions were recorded on June 18, 2013, in Docket 2013-04616, Official Records of Santa Cruz County, Arizona; and

WHEREAS the Restrictions establish the Association's control and authority over the Community Water System and provide for the obligations of the Lot Owners as to the Community Water System; and

WHEREAS the Members of the Aliso Springs Property Owners Association, consisting of the Lot Owners of Property subject to the Restrictions, desire to amend the Restrictions to the extent and in the manner set forth herein.

NOW THEREFORE, the Restrictions are amended as follows:

ADD, to the end of Paragraph 13: "Refer to **Appendix C** for the **Policy on Termination of Connection and Suspension of Water Service to Lots.**"

ADD: Appendix C, attached hereto as Exhibit "A" and hereby incorporated into the Restrictions.

IN WITNESS WHEREOF, the President and Secretary of the Association hereby certifying that these amendments have been approved by the vote or written consent of not less than two-thirds (2/3rds) of the Members.

Signature page follows

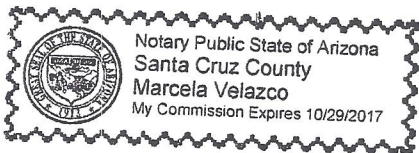
ATTEST:

ALISO SPRINGS PROPERTY OWNERS ASSOCIATION, INC., an Arizona nonprofit corporation

By: *Lauren M. Bader*
It's: President

STATE OF ARIZONA)
) ss.
COUNTY OF Santa Cruz)

The foregoing instrument was acknowledged before me this 22 day of March 2017, by Lauren M. Bader, as the President of Aliso Springs Property Owners Association, Inc., an Arizona nonprofit corporation.

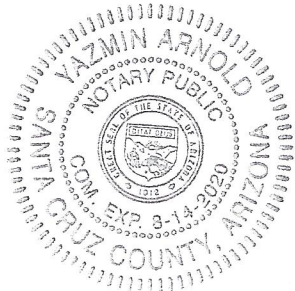


[Signature]
Notary Public

By: *Karol Stubbs*
It's: Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF Santa Cruz)

The foregoing instrument was acknowledged before me this 21 day of March 2017, by Karol Stubbs, as the Secretary of Aliso Springs Property Owners Association, Inc., an Arizona nonprofit corporation.



[Signature]
Notary Public

APPENDIX C

POLICY ON TERMINATION OF CONNECTION AND SUSPENSION OF WATER SERVICE TO LOTS

THIS POLICY pertains to the Aliso Springs Property Owners Association's ("ASPOA") authority, in the Board's sole discretion, to terminate the connection to the ASPOA Community Water System and suspend water service to the Lots of Owners who are at least 180 days delinquent in payment of any and all water charges owed to the ASPOA.

WHEREAS, Paragraph 13, of the *Deed Restrictions for Aliso Springs Property Owners Association* (the "Restrictions"), most recently amended and approved by a 2/3rd majority vote of the Members of the Aliso Springs Property Owners Association on March 14, 2010, establishes the ASPOA's control over the supply of community water within Aliso Springs; and

WHEREAS, *Appendix B* to the Restrictions, *Policy on Connections to Community Water System* establishes the procedure for Lot Owners to connect to the ASPOA Community Water System, as well as the obligation of each Owner to pay the associated cost of water use, which is fixed by the Board to cover, *inter alia*, all expenses and charges incurred by the ASPOA in operating the ASPOA Community Water System; and

WHEREAS, the ASPOA incurs expenses and charges in providing water service to the Lots; and

WHEREAS, the failure of a Lot Owner to pay their water use charges results in the other Lot Owners, in essence, paying for the water service provided to that Owner's Lot; and

WHEREAS, the Owners desire to implement a policy that will be followed to provide for the termination of the connection to the ASPOA Community Water System and suspension of water service to the Lots of delinquent Owners.

NOW THEREFORE, it is resolved that:

Beginning on January 1, 2017, the Board of Directors may elect to terminate the connection to the Community Water System and suspend water service to the Lot(s) of Owner(s) who are more than 180 days delinquent in the payment of their water use charges owed to the ASPOA.

The Board of Directors shall provide written notice to the Owner(s) of the Lot, and to the occupants of the Lot (if different than the Owner) that the water service will be suspended and the connection to the ASPOA Community Water System terminated after the expiration of ten (10) business days from the date of the letter, if the water use charges due to the Association remain unpaid, or satisfactory arrangements for the payment of such assessments have not been made by the delinquent Owner during that time period. The written notice shall provide the Owner and/or occupant (if different than the Owner) an opportunity for a hearing before water service is suspended and the cost of disconnecting-reconnecting service is charged to the Owner's(s') account.

The Board of Directors shall have the authority to adopt additional rules, policies and procedures regarding the suspension of water services to the Lots, and termination of connection to the ASPOA Community Water System, so long as they are not in conflict with the Restrictions.

A licensed plumbing contractor will be hired by the ASPOA to take whatever steps are necessary to disconnect-reconnect the water service to the delinquent Owner's Lot. Water service will be reinstated to the Lot again when the account is brought current or satisfactory arrangements have been made by the Lot Owner for the payment of the delinquent amounts owed to the Association. All costs of disconnecting-reconnecting water service to the Lot shall be the responsibility of the Owner(s), and shall be added on to the account for the Lot.



2019-08371

Page 1 of 5

Requested By: Aliso Springs Property Owners Associ

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

12-31-2019 01:00 PM Recording Fee \$30.00

When recorded return to:

Aliso Springs Property Owners Association, Inc.

P.O. Box 1283

Tubac, AZ 85646

**CERTIFICATE OF SECOND AMENDMENT TO
THE DEED RESTRICTIONS FOR ALISO SPRINGS PROPERTY OWNERS ASSOCIATION**

THIS SECOND AMENDMENT to the *DEED RESTRICTIONS FOR ALISO SPRINGS PROPERTY OWNERS ASSOCIATION* (the "Restrictions") is made this 31st day of January 2019, by the Aliso Springs Property Owners Association, Inc., an Arizona non-profit corporation (the "Association").

RECITALS

WHEREAS the Restrictions were recorded on June 18, 2013, in Docket 2013-04616, Official Records of Santa Cruz County, Arizona, by owners of the property described as follows:

Section 23, Township 21 South, Range 12 East, Gila and Salt River Base and Meridian, located in Santa Cruz County, State of Arizona; and

WHEREAS the Restrictions, *inter alia*, establish the Association's control and authority over the Community Water System and provide for the obligations of the Lot Owners as to the Community Water System; and

WHEREAS the Restrictions, *inter alia*, establish the Association's control and authority over the Community Road System and provide for the obligations of the Lot Owners as to the Community Road System; and

WHEREAS the Restrictions, *inter alia*, establish the Association's control and authority over the Community Pool Policy and provide for the obligations of the Lot Owners as to the Community Pool Policy; and

WHEREAS the Members of the Aliso Springs Property Owners Association, consisting of the Lot Owners of Property subject to the Restrictions, desire to amend the Restrictions to the extent and in the manner set forth herein.

NOW THEREFORE, the Restrictions are amended as follows:

AMENDMENTS

- I. **REPLACE** "The purpose of each ASPOA water connection is to serve the water needs of one single family residence."

WITH “The purpose of each ASPOA water connection is to serve the water needs of one single family residence residing at one single parcel. ASPOA water cannot be re-metered or sold.”

II. REPLACE COMPLETELY; ASPOA Deed Restrictions, Appendix A, Road Acceptance Policy

WITH; ASPOA Deed Restrictions, Appendix A Road Acceptance Policy

General Policies for Roads maintained by ASPOA

1. Maintenance is dependent upon necessity determined by the Road Committee (RC).
2. Maintenance is dependent upon available funds determined by the Treasurer.
3. Speed limit within the Association is 17.5 miles per hour, paved and non-paved alike.

Acceptance Policy

1. Any road which is constructed in order to give access to any ASPOA property shall be engineered and constructed so as to provide proper drainage, crowning and road base if such a road is intended to be considered by ASPOA for maintenance. The occasional summer downpours should not seriously affect the road.
2. The criteria for acceptance by Aliso Springs Property Owners Association for maintenance responsibility shall be that the road in question will not be more than 10% grade, will be made up of recycled asphalt-based (RAP) material or better, and will be constructed such that it will maintain itself through one full year of use and weather exposure. This is designed to ensure that the road construction is adequate to survive the often-heavy rains we experience. The owner must submit the road to the road committee in writing – the date of the letter will begin the trial period. During the yearlong trial period it will be the responsibility of the road committee to monitor the road.
3. Once the year has elapsed, the BOD and road committee will make a decision on acceptance. If the road acceptance is denied, then a written explanation along with accompanying reasons and recommendations shall be made to the property owner(s).
4. It will be the property owner’s responsibility to make these corrections to ensure acceptance. A new trial period will also be determined.

Abandonment Policy

Any road previously accepted may be abandoned by the association in the event the road has been restricted by residents i.e. fenced or gated, etc. (see Deed Restrictions, p4, Restriction A, Uniform General Restrictions, Paragraph 2)

Fines

Road Damage: if the RC determines there was ‘abnormal’ damage due to construction, vandalism and/or negligence, the member is charged a flat fee to be determined by the RC not to exceed the total clean up and/or repair charge.

III. REPLACE COMPLETELY; ASPOA Deed Restrictions, Appendix A, Pool Policy

WITH; ASPOA Deed Restrictions, Appendix A Pool Policy

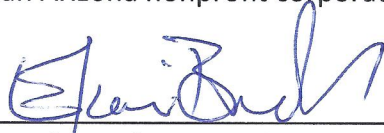
1. Pools require Architecture Committee review.
2. It is highly recommended that a pool cover be utilized to minimize evaporation.
3. Before the initial filling of a new pool, approval must be obtained from the Architecture Committee to fill with ASPOA water, based on Water Committee assessment of availability. The Water Committee will determine if our ASPOA Water Company is able to provide the needed water at the time of request. If the water can be provided by

ASPOA it will be billed at the current ASPOA rates. If ASPOA is not able to provide the needed water, it must be trucked in from an outside source.

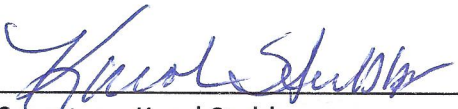
- 4. The Architecture Committee must also pre-approve any plans to empty and refill an existing pool. All other #3 provisions apply.
- 5. Policies 3 and 4 pertain to any container capacity of 1,000 gallons or greater.
- 6. Failure to follow this Pool Policy will result in a fine based on the Architecture Committee fine structure.

IN WITNESS WHEREOF, the President and Secretary of the Association hereby certify that these amendments have been approved by the vote or written consent of not less than two-thirds (2/3rds) of the Members.

ALISO SPRINGS PROPERTY OWNERS ASSOCIATION, INC., an Arizona nonprofit corporation


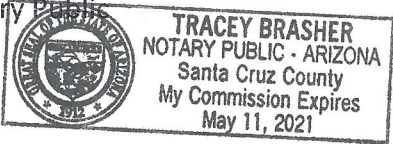
By: 
Its: President, Elaine Bender

ATTEST:

By: 
Its: Secretary, Karol Stubbs

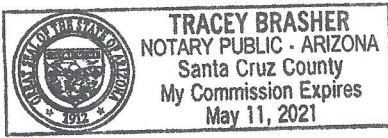

STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)

The foregoing instrument was acknowledged before me this 31 day of December 2019, by Elaine Bender, as the President of Aliso Springs Property Owners Association, Inc., an Arizona nonprofit corporation.


Notary Public


STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)

The foregoing instrument was acknowledged before me this 31 day of December 2019, by Karol Stubbs, as the Secretary of Aliso Springs Property Owners Association, Inc., an Arizona nonprofit corporation.



Notary Public

When recorded return to:

Aliso Springs Property Owners Association, Inc.
P. O. Box 1283
Tubac, AZ 85646

**CERTIFICATE OF THIRD AMENDMENT TO
THE DEED RESTRICTIONS FOR ALISO SPRINGS PROPERTY OWNERS ASSOCIATION**

THIS THIRD AMENDMENT to the *DEED RESTRICTIONS FOR ALISO SPRINGS PROPERTY OWNERS ASSOCIATION* (the "Restrictions") is made this 8th day of August 2019, by the Aliso Springs Property Owners Association, Inc., an Arizona non-profit corporation (the "Association").

RECITALS

WHEREAS the Restrictions were recorded on June 18, 2013, in Docket 2013-04616, Official Records of Santa Cruz County, Arizona, by owners of the property described as follows:

Section 23, Township 21 South, Range 12 East, Gila and Salt River Base and Meridian, located in Santa Cruz County, State of Arizona; and

WHEREAS the Restrictions, *inter alia*, establish the Association's control and authority over the Community Water System and provide for the obligations of the Lot Owners as to the Community Water System; and

WHEREAS the Members of the Aliso Springs Property Owners Association, consisting of the Lot Owners of Property subject to the Restrictions, desire to amend the Restrictions to the extent and in the manner set forth herein.

NOW THEREFORE, the Restrictions are amended as follows:

AMENDMENTS

- I. **ADD**, the following to the end of the second paragraph of Section 13 of Restriction A:

"The Aliso Springs Property Owners Association, Inc. is authorized to acquire water and/or water sources outside the GT Ranches, and any associated rights related thereto, for the purpose of expanding, supplementing and/or replacing the water services offered by Aliso Springs Property Owners Association, Inc."

- II. **REPLACE** "(including bringing new water sources on-line)" in the first paragraph of the Background Section of Appendix B, with the following:

"including, but not limited to, exploration and acquisition of water and water sources, and any associated rights related thereto, within and beyond GT Ranches"

IN WITNESS WHEREOF, the President and Secretary of the Association hereby certify that these amendments have been approved by the vote or written consent of not less than two-thirds (2/3rds) of the Members.

ALISO SPRINGS PROPERTY OWNERS ASSOCIATION, INC., an Arizona nonprofit corporation

By: [Signature]
Its: President, Elaine Bender

ATTEST:

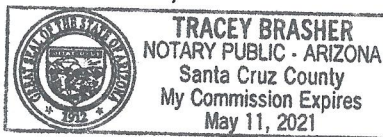
By: [Signature]
Its: Secretary, Karol Stubbs

STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)

The foregoing instrument was acknowledged before me this 31 day of December 2019, by Elaine Bender, as the President of Aliso Springs Property Owners Association, Inc., an Arizona nonprofit corporation.

[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)



The foregoing instrument was acknowledged before me this 31 day of December 2019, by Karol Stubbs, as the Secretary of Aliso Springs Property Owners Association, Inc., an Arizona nonprofit corporation.

[Signature]
Notary Public

