

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS UNIT 2 (Lots 1, 2 & 3)

This Declaration is made and entered into as of the date hereinafter set forth, by WESTERN SERVICE CORPORATION, an Arizona corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant, is the owner of certain real property in the County of Maricopa, State of Arizona, described in Exhibit A attached hereto and incorporated herein (which real property is hereinafter referred to as "The Project") and desires to subject and submit this real property to a Horizontal Property Regime (Condominium) under Arizona Revised Statutes Sections 33-551 through 33-561, and

WHEREAS, it is contemplated that other condominium complexes will be developed on adjacent parcels of real property which together with the Project will comprise the Leisure World - Golden Hills adult community in Maricopa County, Arizona, the contemplated area of which is legally described on Exhibit B attached hereto and incorporated herein (hereinafter called the development), and

WHEREAS, it is declared that these covenants, conditions and restrictions are intended to benefit the owners and their successors of condominium units, the Project and other projects as they may be subjected to these covenants, conditions and restrictions

NOW, THEREFORE, pursuant to Sections 33-551 through 33-561, Arizona Revised Statutes, Declarant hereby submits the Project to a Horizontal Property Regime and hereby declares that all of the Project shall be subject to these covenants, conditions and restrictions, and shall be held, conveyed, encumbered, leased and used subject to the following uniform restrictions, covenants, conditions, easements and equitable servitudes. Any conveyance or conveyances made by Declarant of a Condominium (as hereinafter defined) in the Project or by a successor to Declarant as developer of the Project will incorporate by reference these restrictions. The restrictions set forth herein shall run with the real property included within the Project, shall be binding upon all persons having or acquiring any interest in such Project or any part thereof, shall inure to the benefit of every portion of such Project and any interest therein shall inure to the benefit of and be binding upon each successor in interest of Declarant, and of each Owner, and may be enforced by Declarant, by any Owner, or his successors in interest, or by the Council. Declarant may hereafter subject additional parcels of adjacent land to these restrictions by the recordation of a supplement to these restrictions.

DEED 15-1972-254
RECORDED IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA
PAGE 2
WITNESS my hand and official seal the day and year aforesaid.
Deputy

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ARTICLE I

Definitions

Unless the context otherwise requires:

1. "Approval" of the Association, Council or the Architectural Control Committee means prior written approval.
2. "Architectural Control Committee" means the Committee appointed pursuant to Article VIII.
3. "Association" means the Leisure World - Golden Hills Community Association, an Arizona non-profit corporation, or or any successor or assign, whether by way of consolidation, merger, transfer or otherwise.
4. "Board" means the Board of Directors of the Council.
5. "Building" means any structure or structures in the Common Area which contain(s) one or more Units as defined in Arizona Revised Statutes, Section 33-551.
6. "By-Laws" means the by-laws of Golden Hills Council No. 2.
7. "Common Area" means all of that portion of the Project designated as "General Common Elements" on the Plan of the Project, together with all improvements thereto.
8. "Community Facilities" means all real and personal property not located within any Horizontal Property Regime in the development and which is now or hereafter owned by the Association or its trustee for the use and benefit of all Owners in the development, together with all improvements constructed on public right of ways adjacent to the Development.
9. "Condominium" means the property in the Project conveyed by a deed to the grantee thereof. "Proposed Condominium" means the property in any Project which is intended to be conveyed by a Deed as a Condominium as shown on the Plan of the Project but which has not been so conveyed by Declarants.
10. "Council" means Golden Hills Council No. 2, an Arizona non-profit corporation, or any successor or assign, whether by way of consolidation, merger, transfer or otherwise, formed to constitute the "Council of Co-owners" as that term is defined in Arizona Revised Statutes, Section 33-551.
11. "Declarant" means Western Service Corporation or a successor in interest to the entire project and not an Owner as hereinafter defined.

12. "Development" means the entire contemplated Leisure World-Golden Hills adult community as described on Exhibit B.

13. "Limited Common Area" means any portion of the Common Area designated as "Limited Common Elements" on the Plan. Except as used in Article III, Section 2, and Articles II and XVII the term "Common Area" shall include the Limited Common Area.

14. "Manager" or "Managing Agent" means the person, firm or corporation employed by the Council pursuant to Article IV, Section 2, clause (e), and delegated duties, powers or functions of the Council pursuant to Article IV.

15. "Mortgage" means a mortgage or deed of trust of a Condominium. "Mortgagor" includes mortgagors, trustors under deeds of trust, and Owners of Condominiums subject to Mortgages. "Mortgagee" includes mortgagees, trustees and beneficiaries of deeds of trust, and the holders of indebtedness secured by Mortgages.

16. "Notice and Hearing" means thirty (30) days' prior written notice to each Owner, and informal public hearing before the Board at which all Owners shall have an opportunity to be heard and to be represented by counsel.

17. "Owner" means any person or persons, partnership or corporation which owns a Condominium, and Declarant with respect to each Proposed Condominium owned by it. A "Record Owner" means the person or persons, partnership or corporation in whom title to a Condominium is vested, as shown by the official records of the Office of the County Recorder of Maricopa County, Arizona. The Board and the Owners may treat the Record Owner as Owner of a Condominium for all purposes. "Owner" and "Record Owner" do not include Mortgagees.

18. "Plan" means this instrument and all exhibits hereto by which the project is submitted to a horizontal property regime under Arizona Revised Statutes, Section 33-552, which has been recorded in Maricopa County, Arizona.

19. "Plat" means the plats of Survey of the Project and of all Units located or to be located thereon, which plats are attached hereto as exhibit D.

20. "Project" means the condominium living units together with their accompanying common area in this increment of the development to which these covenants, conditions and restrictions apply.

21. "Restrictions" means this Declaration of Covenants, Conditions and Restrictions as amended from time to time.

22. "Rules" means rules adopted by the Council Board or Association Board.

23. "Unit" means an "apartment" as defined in Arizona Revised Statutes, Section 33-551, i.e., that portion of the Project which is not owned in common with other Owners, and which is designated as an Apartment in the Plan. However, if at the time any Unit in the Project is conveyed, one or more buildings in which Units shown on the Plat are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Plat.

24. "Vote" means the vote of the Members entitled to exercise of voting power at a duly held regular or special meeting of the members of the Council, unless otherwise provided.

ARTICLE II

Description of the Horizontal Property Regime

The entire horizontal property regime shall be comprised of the Project and all common areas and 99 units as described in the Plat.

1. The horizontal property regime hereby created shall be referred to and known as Leisure World - Golden Hills Unit 2 Condominium.

2. The description of the cubic content space of the building with reference to its location on the project is set forth in the Plat. The upper boundaries shall be the plane of the top elevation of the building, as shown on the Plat, and the lower boundary shall be the plane of the base elevation of the building, as shown on the Plat. The vertical boundaries shall be the exterior of the outside walls as shown on the Plat.

3. The cubic content space of each unit located within the building shall consist of and be measured as follows: The vertical boundaries of each unit, including enclosed garages, patios or balconies where applicable, located within the building shall be the interior of all of the unfinished walls located on the perimeter lines as set forth on the Plat. The horizontal boundaries shall be the plane of the top elevation and the plane of the base elevations lying between the top surface of the finished concrete floor and the underside of the unfinished ceiling as set forth in the Plat. All doors and windows of a Unit and all fixtures, improvements and installations located within or appurtenant to a Unit, including, without limitation, water heaters, individual heating and air conditioning units and slabs, space heaters, kit-

chen, bathroom and lighting fixtures and all interior partitioning and doors located within the Unit shall be a part of each Unit and shall be maintained by each Owner, provided that soffits and furred down ceilings shall not be a part of such Unit.

4. The designation of each unit and the percentage interest which each unit bears to the Common Area in the entire horizontal property regime is as set forth on Exhibit C attached hereto and incorporated herein by reference. The computation of the information set forth on Exhibit C is based upon the relative "established value for condominium divisional purposes" of all units in the project. Notwithstanding the provisions of Article XI herein, the percentages as shown on Exhibit C shall not be amended unless such amendment is approved in writing by not less than ninety per cent (90%) of the owners of the Units in the project.

5. A description of the Common Area is a description of the entire horizontal property regime less the description of the units as hereinbefore provided. For the purpose of determining the value of each unit for real property and special assessments by any public body, as required by Arizona Revised Statutes Section 33-558, the entire regime, as hereby established, shall be valued and considered together, as an entity. The total assessed value of the regime, as determined in this manner, shall then be apportioned among and allocated to each unit in those percentages which each unit bears to the entire regime, as set forth on Exhibit C. All taxes assessed and levied against the Units, as contemplated hereunder pursuant to Arizona Revised Statutes Section 33-558, shall be secured to the real property of the regime to the extent permitted under Arizona Revised Statutes Section 33-558.

6. Any area designated on the Plat as a balcony, patio, carport, storage area, parking space or recreation room, appurtenant to a Unit is Limited Common Area. Subject to the rules of the Council, such areas which are designated on the plan as appurtenant to a Unit by similar numerical or other designation, are reserved for the exclusive use of the Owners of such Unit but may not be added to, modified or altered without the approval of the Architectural Control Committee. Except for normal housekeeping and landscaping maintenance of fenced Limited Common Areas, the Limited Common Areas shall be repaired and maintained by the Council in the same manner as Common Area.

ARTICLE III

Use Restrictions

The Units and Common Areas shall be occupied and used only as follows:

1. Each Unit shall be used as a private dwelling, and for no other purpose except such temporary uses as shall be permitted by Declarant while the Project is being developed and Condominiums are being sold by Declarant. No more than two (2) persons may permanently occupy a one (1) bedroom Unit, no more than three (3) persons may permanently occupy a two (2) bedroom Unit and no more than four (4) persons may permanently occupy a three (3) bedroom Unit without the approval of the Council. No person under the age of 45 may permanently reside in a Unit.

2. Subject to the provisions of these restrictions, use of the Common Areas shall be in accordance with and subject to limitation and rules as established by the Manager or as determined by the Council. Use of the Limited Common Areas shall be subject to the limitations set forth in Article II hereof.

3. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the approval of the Council. No owner shall permit anything to be done or kept in his Unit or in any Common Area which will result in the cancellation of insurance on any Common Area or which would be in violation of any law.

4. No sign of any kind shall be displayed to the public view or from any Unit or any Common Area, without the approval of the Council, except such signs as may be used by Declarant in connection with the development and sale of the Project or other Projects in the development.

5. No animals of any kind shall be raised, bred, or kept in any Unit, or in any Common Area, except that dogs, cats or other household pets may be kept in Units subject to approval of the Council, provided that no animal shall be kept, bred or maintained for any commercial purpose.

6. The Owner shall not permit or suffer anything to be done or kept upon the Project which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the Project or commit or suffer any immoral or illegal act to be committed thereon. The Owner shall comply with all of the requirements of the health authorities and of all other governmental authorities with respect to the Project. If by reason of the occupancy or use of the Project by the Owner the rate of insurance on the building shall be increased, the Owner shall become personally liable for the additional insurance premiums.

7. Nothing shall be done in any Unit or in, on, or to any building in any Common Area which would structurally change any such building except as is otherwise provided herein.

8. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project (other than repairs or rebuilding pursuant to Article X hereof) without the approval of the Architectural Control Committee as set forth in Article VIII hereof. No building, fence, utility lines, pole, or other structure shall be constructed upon any portion of any Common Area other than such building, lines, fences and structures as shall be constructed (a) by the Declarant (or a person to whom Declarant assigns its rights as developer), or (b) by the Council pursuant to Article X or Article IV, Section 7.

9. No religious, professional, commercial or industrial operations of any kind shall be conducted in or upon any Unit or the Common Areas except such temporary uses as shall be permitted by Declarant while the Development is being constructed and Condominiums are being sold by the Declarant.

10. Except as permitted by the Council, no boats, campers or vehicles other than golf carts, passenger automobiles and station-wagons shall be parked or stored in any Unit or Common Area. No vehicle shall be repaired or rebuilt in any Unit or Common Area.

11. All Owners shall be members of the Council and Association and shall comply with the terms and conditions as set forth in the Articles of Incorporation and By-Laws and any rule or regulation of the Manager, the Council or Association. No Owner shall transfer any membership or interest in the Council or Association.

12. The right to use or occupy a Unit or the sale, lease or other transfer or conveyance of the right to use or occupy a condominium shall be subject to such uniform or objective standards relating to financial responsibility, age and character as are set forth in these Restrictions or as are now or may hereafter be set forth in the By-Laws or rules of the Association. No restrictions on use shall be based on race, religion or place of national origin.

13. Nothing in this article or elsewhere in these Restrictions shall limit the right of Declarant to complete construction of improvements to the Common Areas and to Units owned by Declarant or to alter the foregoing or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to

any successor to all or any part of Declarant's interest in the Development, as developer, by an express assignment incorporated in a recorded deed transferring such interest to such successor.

ARTICLE IV

Management

1. The Managing Agent is hereby vested with the authority and responsibility for managing the Project as more particularly set forth in Subsection 2 hereof. The Managing Agent shall operate under a contract, the initial term of which shall not exceed ten (10) years.

The Council shall have the right and power to do all things for the management and operation of the Project, and may delegate any or all of these powers to the Managing Agent. Subject to the provisions of the Articles of Incorporation and By-Laws of the Council and these Restrictions, the powers of the Council shall include but not necessarily be limited to the specific acts hereinafter enumerated and as set forth in the Arizona Revised Statutes Section 33-561. All right, power and authority given herein to the Council shall, at the option of Declarant, remain in Declarant, either directly or through the Council, until either of the following, whichever shall first occur: (1) such time as all residential dwellings located within the Leisure World - Golden Hills adult community have been constructed and occupied or (2) December 31, 1983.

2. The Council, through its Board and/or the Managing Agent, and for the benefit of the condominiums, and the Owners in the Project, may acquire and may pay for out of the carrying charge fund hereinafter provided for, the following:

(a) Water, sewer, refuse disposal, fire protection, electrical, master antenna and gas and other necessary utility service for the Common Areas and (if not separately metered or charged) for the Units.

(b)(1) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Common Areas and the Units, or such other fire and casualty insurance as the Council shall determine gives substantially equal or greater protection, insuring the Owners, and their Mortgagees,

as their interest may appear, and as to each of such policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Council, the Board, the Manager, the Declarant and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of the insurance proceeds received in compensation for such loss only.

(b)(2) A policy or policies insuring the Council, the Board, the Declarant, the Managing Agent and the Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas and Units, and if obtainable, a cross liability endorsement insuring each insured against liability to each other insured.

(b)(3) Such policies may be blanket policies covering more than one Project, the property of Declarant or any of the foregoing, if the Council and Declarant pay their proper share of the premium. The Council shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under any such policies, and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith, subject to the rights of any mortgagees.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(d) Such other policies of insurance as the Council may deem appropriate.

(e) The fees and charges for the Managing Agent as well as such other personnel as shall be necessary or proper for the operation of the Common Areas and the providing of the various services enjoyed by the Owners in the Project which are approved from time to time in the annual operating budget of the Council.

(f) A fidelity bond naming the members of the Board and the Manager, and such other persons as may be designated by the Board as principals, and the Council as obligee.

Amended - See Trust Agreement
(g) The Managing Agent shall paint, maintain and repair the Common Areas (but not including the doors, windows, carpets, fixtures, interior surfaces of the Units or constituting a part of the Units, which the Owner of

each Unit shall paint, maintain and repair) and such furnishings, equipment and planting for the Common Areas as the Council shall determine are necessary and proper. The Council may elect to maintain and repair stoves, within a Unit. The Council shall have no responsibility to provide the services referred to in this paragraph until the first Unit in a Building is sold by Declarant.

(h) If the Council has incurred any liability or paid any costs or expenses for a single Unit or Owner, the cost thereof shall be especially assessed to the Owner of such Unit; provided, however, that nothing herein shall permit the Council to assess the Owners for any new improvements or additions to the Common Areas except pursuant to Article IV, Section 7 or Article VII or Article X.

(i) The amounts necessary to pay any other outside person or entity its charges for its services and facilities furnished to the Owners, including all charges of the Association in connection with, without limitation, its operating and maintenance of community facilities and services, streets and recreation areas.

3. Neither the Council nor the members of its Board shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4. The Managing Agent or any person authorized by the Council may enter any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Council.

5. The Council shall provide for an annual independent audit of the accounts of the Council and a copy of such audit shall be available for inspection by any Owner within thirty (30) days after completion thereof.

6. The Council is authorized and empowered to grant such licenses, easements and rights of way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes as may be necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and welfare of the Owners, over those portions of the Common Areas upon which no building or other structure has been erected.

7. Other than as provided in Article X relating to restoration of damaged improvements, the Council may, with approval of the Architectural Control Committee, construct new improvements or additions to the Common Area of the Project or demolish existing improvements, provided that in the case of any improvement, addition or demolition involving a total expenditure in excess of \$5,000, the written consent or vote of two-thirds (2/3rds) of the Owners in the Project as to the maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner and Mortgagee thereof. The Council shall levy a special assessment on all Owners in the Project for the cost of such work.

ARTICLE V

Membership in Association

The Association has been formed for the purpose of acquiring by contribution or purchase the community facilities. To this end, the Association shall have the power and right to do all things either necessary or desirable in connection with the ownership, management and operation of the community facilities including without limitation the power and authority set forth in these restrictions, subject only to the conditions and limitations set forth in the Association's Articles of Incorporation and Bylaws as they now exist or as they may from time to time be amended.

Each Owner of a condominium shall be a non-voting member of the Association (the voting member in the Association shall be a representative of the Council, appointed by the Board.); provided, however, that until (1) such time as all residential dwellings located within the Leisure World-Golden Hills Adult Community have been constructed and occupied, or (2) December 31, 1983, whichever shall first occur, all right, power and authority granted to the Association shall, at the option of the Declarant, remain in the Declarant and its successors and assigns as more particularly provided in the Articles or By-laws of the Association.

All costs and charges of the Association incurred in connection with the acquisition, maintenance, improvement and operation of the community facilities shall be and remain the obligation of the owners other than the Declarant and its successors and assigns. The Board of Directors of the Association shall from time to time determine the amount of such cost or charges ("Association charges") for the ensuing fiscal year on an estimated basis and each owner responsible for such charges shall pay monthly to the Association, either directly or through the Council, an amount equal to one-twelfth (1/12th) of such owner's proportionate share of such costs

and charges. Each owner's proportionate share of such costs and expenses shall be equal to the aggregate of such Association's charges divided by the number of units in the development.

To facilitate the collection of the Association's charges, the Association shall advise the Council of each project within the development of the charges to be collected for the ensuing fiscal year from each owner responsible for such charges and the amount of such charges may be added to the Carrying Charges to be paid by each owner to the Council.

ARTICLE VI

Covenant Against Partition

By acceptance of his deed, each Owner shall be deemed to covenant for himself and for his heirs, representatives, successors and assigns, that, even if then otherwise permitted by law, he will not institute legal proceedings to effect judicial partition of his interest in the Project property other than a joint ownership partition which does not affect the regime or the number of units in it, unless the Project (a) has been in existence in excess of fifty (50) years, and (b) it is obsolete and uneconomical, and (c) the owners of seventy-five per cent (75%) of the Unit join in such an action for partition.

ARTICLE VII

Carry Charges - Assessments - Liens

1. Each Owner (including the Declarant and its successors, except as to Association charges) after the initial conveyance of any units in the Project shall pay to the Council a monthly sum referred to herein as "Carrying Charges" equal to one-twelfth (1/12th) of the Owner's proportionate share (which shall be either (1) an equal division among all Units on costs which are relatively equal among Units, or (2) on the basis of number of occupants, size of Units or degree of usage, when such factors are a major influence on cost, or (3) on the basis of the relative value of each Unit to all Units in the Project.) of the sum as estimated by the Council and Association to meet its annual expense, including but not limited to the following items:

(a) The cost of all operating expenses of the Project and services furnished, including charges by the Council for facilities and services furnished.

(b) The cost of necessary management and administration.

(c) The amount of all taxes and assessments levied against the property of the Council or which it is required to pay.

(d) The cost of fire and extended coverage insurance on the Project and such other insurance as the Council may effect or as may be required by any mortgage on the Project.

(e) The cost of furnishing water, gas, fire protection, master antenna, electricity, garbage and trash collection and other utilities to the extent furnished by the Council.

(f) All reserves set up by the Council.

(g) The estimated cost of repairs, maintenance and replacements of the Project property to be made by the Council.

(h) The cost of providing recreational, medical and operational services.

(i) Such sums as are payable to the Association as the owner's prorata (based upon number of Units) share of the charges of the Association in accordance with Article IV hereof.

The Council shall determine the Carrying Charges from time to time. Said sums shall be estimated on an annual basis and divided by the number of months remaining in the then current fiscal year; but in no event shall the Owner be charged with more than his proportionate share thereof as determined by the Council. That amount of the Carrying Charges required for payment of any capital expenditures shall be credited upon the books of the Council

as a contribution. Nothing contained herein shall require the Declarant to pay any portion of charges imposed by the Association, by virtue of ownership of any Unit then unsold but available for sale to Unit purchasers. ..

2. If the above Carrying Charge or any other assessment, whether regular or special, assessed to the Owner of any Condominium, is not paid within ten (10) days after it is due, the Owner may be required by the Council to pay a late payment charge of five per cent (5%) or a minimum of five dollars (\$5.00) of the amount of the assessment.

3. The amount of any Carrying Charge or any other assessment, whether regular or special, or arising by application of Article IV, Section 7, this Article VII or application of Article X, assessed to the Owner of any Condominium by the Council or the Association and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of ten per cent (10%) per annum simple interest or such lower rate as the Council (or the Association, in the case of Association-related assessments) may designate from time to time, and costs, including reasonable attorneys' fees and costs of recordation, may become a lien upon such Condominium upon recordation of a notice of assessment setting forth the matters required by said section, which shall be notice of such lien. Such lien may be enforced by the Council (and/or the Association in the case of Association-related assessments), by foreclosure in the same manner as provided for Real Property Mortgages under the laws of Arizona and as otherwise provided by law. A certificate executed and acknowledged by the Council (or Association), stating the indebtedness secured by the liens upon any Condominium created hereunder, shall be conclusive upon the Council (or Association) and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15.00).

ARTICLE VIII

Architectural Control Committee

1. Architectural Control:

(a) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any signs, lighting, shades, screens, awn-

ings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, or make any changes or otherwise alter whatsoever the exterior of any residential dwelling unit, or limited common area, residential carport, or residential garage constructed on or to be constructed on the above described property. For the purpose of this provision the term "exterior" shall mean any outside walls, outward surfaces, roofs, outside doors, or other outside structures of said residential dwelling units, residential carports and residential garages, including, but not limited to, the roof, outside wall, outward surface, outside doors, and outside structures of all atrium type residential dwelling units.

(b) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity, or entities shall install, construct or build any signs, walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the project except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures which are to be constructed concurrently with the construction of the residential dwellings, residential carports or residential garages on the above described property.

(c) Except for proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in Paragraphs (a) and (b) above until:

(1) The complete plans and specifications, showing the kind, nature, shape, height, material, type of construction, scheme and all information specified by the hereinafter named committee for the proposed alteration, modification, addition, deletion or any other proposed form of change to the exterior of any residential dwelling unit, residential carport or residential garage, as set forth in Paragraph (a), or changes to the property developed for residential use, as set forth in Paragraph (b), and

(2) The plan showing the location of such proposed alteration, modification, addition, deletion, or any other proposed form of change, has been approved in writing, as to conformity and

harmony of external design with existing structures of the property developed for residential use, by a committee appointed by Declarant, presently composed of Mr. Jack Lake, Mr. Leonard Dueker and Mr. Lewis Letson, or by a representative designated by a majority of the members of said committee, providing, however, that from and after ten (10) years from the date of recording the initial conveyance to a resident owner of a Condominium Unit in the Council, the members of this committee shall be appointed by the Board of Directors of the Association. In the event any member is unable or unwilling to serve on said committee, the remaining member or members shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location, and/or appoint a suitable replacement or replacements with like authority, and/or designate a representative with like authority. The membership of said committee or any representative appointed thereby, if other than as stated in this declaration, shall be evidenced by a certificate of identity, shall refer to the book and page number designated by the County Recorder of Maricopa County, Arizona for this declaration, shall be executed by at least one member of said committee and be recorded in the office of said County Recorder; which certificate shall then be conclusive evidence thereof in favor of any person relying thereon in good faith. In the event the committee or the representative appointed by the committee fails to approve or disapprove such proposed alteration, modification, addition, deletion or other proposed form of change and location within thirty (30) days after said complete plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid. The plans and specifications shall be deemed submitted to the committee upon the date of receipt by the committee of such plans and specifications. The committee shall have the right of changing its mailing address by recording an instrument of change of mailing address with the County Recorder of Maricopa County, Arizona, such instrument to

refer to the book and page number designated by said County Recorder for this declaration. The Committee may charge a processing fee to any person seeking its approval. Neither the Committee, nor its representative shall be liable to anyone for actions taken in such capacity.

ARTICLE IX

Mortgage Protection

Notwithstanding all other provisions hereof:

1. The liens created under Article VII hereof upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the Mortgagee under any recorded first Mortgage upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage the amount of all regular assessments, and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at such foreclosure sale, as an Owner after the date of such foreclosure sale, shall become a lien upon such Condominium upon recordation of a notice as provided in Article VII, Section 3 hereof.

2. No amendment to these Restrictions shall affect the rights of any Mortgagee who does not join in the execution thereof, provided that prior to recordation of such amendment his Mortgage is recorded.

3. By subordination agreement executed by the Council, the benefits of Sections 1 and 2 may be extended to Mortgages not otherwise entitled thereto.

4. No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but, violation of any one or more of these covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, and by the Council, by action of any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Damage or Destruction

1. In the event of damage or destruction to any common or limited common area the Council shall cause such common and limited common area to be repaired and reconstructed substantially as it previously existed. All insurance proceeds shall be applied to such reconstruction costs.

2. Restoration and repair of the damage to a condominium unit as defined in subsection 23 of Article I hereof shall be made by and at the expense of the Owner of such unit and in the event that restoration is made to a building containing such a Unit as hereinabove provided, the restoration and repair of said condominium unit shall be completed by the Owner thereof as promptly as practical and in a lawful and workmanlike manner.

3. Upon failure of any unit owner to make restoration or repair, the Council, through its board may enter such unit and make such reasonable restoration or repairs as is necessary, and the cost thereof shall be assessed against the owner of such unit (who shall be personally liable to the Council therefore) in the manner set forth herein and made a lien upon such unit.

ARTICLE XI

Amendment

1. Except as provided in paragraph 2 below, this Declaration shall remain in force and effect in perpetuity except, subject to the provisions of Section 2 of Article IX, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Council, certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project and such an amendment shall be effective upon its recordation with the Maricopa County Recorder, provided, that no amendment shall eliminate or alter the rights of the Association or the Declarant hereunder without the written consent of the Association or Declarant, as the case may be, attached thereto.

2. Until the close of any escrow on the sale of any condominium unit in the Project area, Declarant shall have the right to terminate, modify and amend these restrictions by the recordation of a supplement hereto setting forth such termination, modification or amendment; providing, however, that when any condominium unit located within the Project area has been conveyed, the Declarant's right to terminate, modify or amend these restrictions shall thereupon cease, terminate and expire.

PAGE 00

ARTICLE XII

Encroachments

None of the rights and obligations of the Owners created herein, or by a deed or other conveyance to any such owner, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments and any other encroachments created by construction of any unit, roads, lakes, or common areas as designed or constructed by the original builder, on or adjacent to the Project so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

ARTICLE XIII

Notices

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Council for the purpose of service of such notice, or to the Unit of such person if no address has been given to the Council. If such notice is so sent by regular mail, it shall be deemed to have been delivered when received. Such address may be changed from time to time by notice in writing to the Council.

ARTICLE XIV

Right of First Refusal

Prior to the transfer of title to any Unit and as a condition precedent to each and every transfer of title to every Unit, the Owner (or in the event of death or incapacity the Owner's legal representative), his successors and assigns, shall notify the Council in writing by mail, postage prepaid, or actual delivery that the Unit is for sale, the name, age and financial qualifications of the proposed buyer and the terms and conditions of a bona fide written offer to purchase. Thereafter the Council shall have fifteen (15) days from the date of actual receipt to notify the Owner whether or not the proposed transferee meets the prescribed standards. In determining whether a prospective

purchaser meets the required standards, the Board may verify that the prospective purchaser(s) (a) is of the age of 45 or older (b) the proposed resident must have a monthly income equal to total monthly housing expense (principal, interest, insurance, taxes and carrying charges to the Council), plus \$250 if the condominium is occupied by one person, \$300 if occupied by two persons and \$350 if occupied by three persons; provided, however, that to the extent these persons have net worth in addition to income, the consumption of such net worth in lieu of such income over the remaining life expectancy of the prospective purchaser in lieu of or as supplemental to such income, and (c) has never been convicted of a felony nor been convicted, within the past five (5) years, of a misdemeanor involving moral turpitude. A prospective purchaser(s) meeting these standards shall be deemed to be qualified for the purpose of this Article. If the proposed transferee has qualified, the Owner may complete the sale and transfer of the Condominium Unit. If, on the other hand, the proposed purchaser has not fulfilled the required standards, the Council shall also so indicate in the prescribed fifteen (15) day notice, and the Council may further notify the Owner that the Council has exercised its Right of First Refusal as to the Unit and to present the Owner with signed Escrow Instructions calling for the sale of this Unit to the Council in accordance with the terms and conditions specified in the Owner's original notice to the Council. Failure of the Council to deliver to the Owner at the address of the Unit, or such other address as the Owner may have designated, the above mentioned written notice and appropriate Escrow Instructions, within the time specified, shall be deemed to be a rejection by the Council of its proposed sale. If the Council rejects or fails to exercise its Right of First Refusal, the Owner may then sell the Unit to the proposed purchaser upon the originally proposed terms and conditions, providing that such transfer to the prospective purchaser must be completed within ninety (90) days after rejection or failure by the Council to exercise this Right of First Refusal. Any agreements for the purchase and sale of any Unit shall be subject to this Right of First Refusal regardless of whether or not the Council has failed or refused to exercise its right to purchase as to a particular Unit in relation to the possible sale of the Unit to the same or to a different potential purchaser. Nothing to the contrary hereinwithstanding, this Right of First Refusal shall not apply to any purchaser at a Sheriff's or Trustee Sale which sale is held under the Sheriff's or Trustee's Sale provision of any Deed of Trust or Mortgage applicable to any Condominium Unit.

ARTICLE XVI

Remedies

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times and for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such right or remedies for the same or different defaults, or for the same or different failures of the Owners to perform or observe any provision of this Agreement.

ARTICLE XVII

Blanket Easements

1. There is hereby reserved and created a blanket easement in favor of Declarant, its grantees, successors and assigns upon, across, over and under all of the Project, and the buildings, apartment units and other structures now or hereafter erected and existing, including replacements thereof, for the ingress, egress, installation, replacing, repairing, and maintaining (1) all utilities, including but not limited to water, sewers, gas, telephones, and electricity, (2) air conditioning and heating conduits, lines, and ducts, (3) a master television antenna system and (4) the lake system located within or adjacent to the Project. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company or any other entity furnishing any of the services to erect and maintain the necessary poles, lines, conduits, and ducts and other necessary equipment on said property and to affix and maintain the same on, above, across and under the roofs and exterior walls of said buildings, apartment units and other structures, in the walls of apartment units and under the ground surface of said buildings, apartment units and other structures, whether the same are now or hereafter erected and existing, including replacements thereof, provided the same does not interfere with the use and enjoyment of the interior of any apartment unit or of any patio, carport, parking area or storage room. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, air conditioning lines, conduits, or ducts or other utilities may be installed or relocated on said premises except as initially programmed and approved by the original builder of said buildings, apartment units or...

other structures, now or hereafter existing, including replacements thereof, unless approved by said builder or the Declarant. This easement shall in no way affect any other recorded easements on said premises.

2. There is hereby reserved and created a blanket easement upon, across, over and under all of the Common Area in favor of (a) unit owners and occupants of the Project or other Projects in the development and guests and invitees of such occupants authorized to be with the development, for purposes of ingress and egress to and from other projects in the development and Association-owned areas, and all walking paths, golf cart paths and bridal paths established as part of the entire development shall be preserved for such purpose, and (b) all persons and entities, including Declarant or any contractor working for Declarant, performing work upon or services to the Project or its occupants or such other Projects or their occupants, or performing work upon Association property or services to the Association including, without limitation, lawn and garden care; mail delivery; fire fighting and prevention; garbage, refuse and trash collection; ambulance and police or security services; lake repair, restoration or cleaning; construction, repair or maintenance of any improvements now or to be erected upon any such Project or Association property, provided however that nothing herein shall be deemed to permit occupants, invitees or guests to park or drive passenger automobiles, golf carts or similar vehicles or to hike or picnic outside of areas designated for such purposes by the Association. This easement shall in no way affect any other recorded easements on said Premises.

3. Notwithstanding the provisions of Article XI hereof, no portions of this Article XVII shall be altered, amended or abrogated without the written consent of the Declarant and all other projects then in existence in the Development.

ARTICLE XVIII

Attorney Fees

If an Owner defaults in making a payment of Carrying Charges or in the performance or observance of any provision of this Agreement, and the Council or Association has obtained the services of an attorney with respect to the defaults involved, the Owner covenants and agrees to pay to the Council or Association any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Owner shall also pay the cost of the suit, in addition to other aforesaid costs and fees.

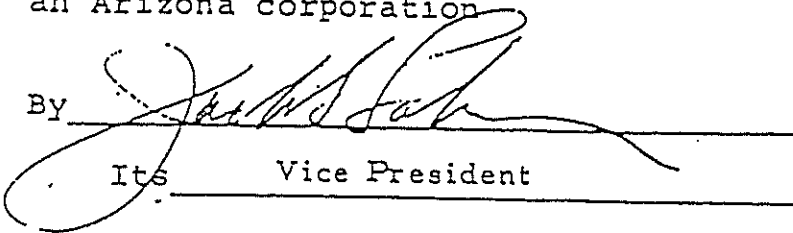
ARTICLE XIX

Interpretation and
Plan of Development

The provisions of these Restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Condominium Projects as part of the entire development. It is the intention of the Declarant to create other similar projects within the Development. However, in the event that the market demand for future projects is insufficient, Declarant reserves the right not to submit any part or all of the Development to similar projects. In order to encourage efficiency in the operation of the Council and similar councils hereafter created, it is contemplated by the Declarant that such Councils be merged together under Arizona corporation law for the purpose of directing the operation of the horizontal property regimes under their respective jurisdictions. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. In case any one of the provisions contained in these Restrictions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions hereof. The terms and conditions hereof shall apply without regard to the number or gender of words and expressions used herein.

IN WITNESS WHEREOF, Declarant has affixed its signature this
16th day of November, 1972.

WESTERN SERVICE CORPORATION,
an Arizona corporation

By 
Its Vice President

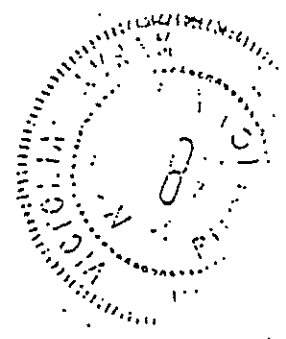
STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS the 16th day of November, 1972, before me, the undersigned Notary Public, personally appeared Jack S. Lake, who acknowledged himself to be the Vice President of WESTERN SERVICE CORPORATION, an Arizona corporation, and that he as such officer, being authorized so to do,

executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Victoria A. [Signature]
Notary Public



My commission expires:

Dec. 15, 1972

EXHIBIT "A"

Lots 1, 2 and 3, LEISURE WORLD - GOLDEN HILLS UNIT
2, a subdivision, recorded in Book 156 page 48,
in the office of the County Recorder of Maricopa
County, Arizona.

EXHIBIT "B"

LEISURE WORLD-GOLDEN HILLS ADULT COMMUNITY

Section Twenty-Five (25), Township One (1) North, Range Six (6) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The East Half of Section Twenty-Six (26), Township One (1) North, Range Six (6) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying North and East of the Roosevelt Water Conservation District Canal.

The Northeast Quarter of Section Thirty-Five (35), Township One (1) North, Range Six (6) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying North and East of the Roosevelt Water Conservation District Canal

Section Thirty-Six (36), Township One (1) North, Range Six (6) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying North and East of the Roosevelt Water Conservation District Canal.

Percentage Interest Which Each Unit Bears to and
Owns in the Common Area

Unit Number	Percent of Total Common Area	Unit Number	Percent of Total Common Area	Unit Number	Percent of Total Common Area
141	1.09	185	1.00	230	1.10
142	1.16	186	.96	231	1.16
143	1.28	187	.85	232	1.12
144	1.21	188	.99	233	1.11
145	1.20	189	.77	234	1.09
146	1.23	190	.96	235	1.18
147	1.22	191	.99	236	1.22
148	1.28	192	.96	237	1.16
149	1.23	193	.96	238	1.14
150	1.04	194	.99	239	1.16
151	.92	195	.96		
152	1.07	196	.85		
153	.81	197	1.01	TOTAL	100%
154	1.04	198	.96		
155	1.07	199	1.00		
156	1.04	200	.96		
157	.99	201	.85		
158	.99	202	.99		
159	.96	203	.77		
160	.85	204	1.01		
161	.99	205	.99		
162	.77	206	.96		
163	.93	207	.85		
164	1.08	208	.99		
165	1.04	209	.77		
166	1.05	210	.98		
167	1.02	211	.98		
168	1.15	212	.77		
169	1.21	213	.99		
170	1.23	214	.85		
171	1.23	215	.96		
172	1.20	216	.99		
173	1.11	217	.96		
174	.77	218	.85		
175	.99	219	.99		
176	.85	220	.77		
177	1.01	221	.77		
178	.96	222	.99		
179	.96	223	.85		
180	.99	224	.96		
181	.96	225	1.09		
182	.85	226	1.10		
183	1.01	227	1.08		
184	.96	228	1.12		
		229	1.16		

EXHIBIT "D"

This Exhibit "D" is to be the sheets of the Condominium Plan for Leisure World-Golden Hills Unit 2 Condominium, which will be attached hereto after the original of those plans have been recorded by Book and Page of Maps in the office of the Maricopa County, Arizona Recorder.

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSLEISURE WORLD GOLDEN HILLS UNIT 2 (Lots 1, 2 & 3) ✓

This First Amendment is made and entered into as of the date hereinafter set forth, by WESTERN SERVICE CORPORATION, an Arizona corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant has executed and recorded that certain "Declaration of Covenants, Conditions and Restrictions", ("the Declaration"), dated November 16, 1972, and recorded in the office of the County Recorder of Maricopa County, Arizona, in Docket 9885, page 37 thru 71, which Declaration created a Horizontal Property Regime, the Plat of which has heretofore been recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 156 of Maps, page 49. Said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, it is the desire of the Declarant to amend the Declaration and said Plat; and

WHEREAS, Article XI of the Declaration permits Declarant to amend the same by recordation of a supplement thereto at any time prior to the conveyance of any Condominium Unit within the area covered thereby; and

WHEREAS, no such Condominium Unit has yet been conveyed by Declarant;

NOW, THEREFORE, pursuant to the amendment rights set forth in the Declaration, Declarant does hereby amend the same as follows:

1. Article I (23) is hereby amended to read as follows:

"Unit" means an "Apartment", as defined in Arizona Revised Statutes, §33-551, i.e., that portion of the Project which is not owned in common with other Owners, and which is designated as an Apartment in the Plan. However, if at the time any Unit in the Project is conveyed, one or more buildings in which

Units shown on the Plat are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Plat (i.e. finished roof elevation, underside of finished concrete floor, exterior of outside walls and centerline of common walls), until such time as all buildings and Units have been built.

2. That Plat heretofore recorded in Book 156 of Maps, Page 49 of Maricopa County Recorder, and which is attached to the Declaration as Exhibit D is hereby amended by that "Leisure World Golden Hills Unit 2 Condominium Plan Amended" heretofore recorded in Book 164 of Maps, page 38, County Recorder of Maricopa County, Arizona.

3. Except as amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

29 IN WITNESS WHEREOF, Declarant has affixed its signature this day of July, 1973.

WESTERN SERVICE CORPORATION, an Arizona corporation

BY [Signature]
Jack S. Lake
Its Vice President

STATE OF ARIZONA)
County of Maricopa) ss:

ON THIS, the 29th day of June, 1973, before me the undersigned Notary Public, personally appeared Jack S. Lake, who acknowledged himself to be the Vice President of WESTERN SERVICE CORPORATION, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires:
Commission Expires Sept. 3, 1974



EXHIBIT "A"

Lots 1, 2 and 3, Leisure World Golden Hills
Unit 2, a subdivision, recorded in Book
156, page 48, in the office of the
Recorder of Maricopa County, Arizona.

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the with-
instrument was filed and re-
ded at request of

ch. Lang, Weeks, Cardon & French

JG 2 1973-3 15

Docket 1 0 2 5 0

page 848-850

Witness my hand and official
I the day and year aforesaid.

ul *N. Murston*

County Recorder

Deputy Recorder
Deputy Recorder

200

1
2
3

When recorded return to:
Preston J. Steenhoek, Esq.
Streich, Lang, Weeks, Cardon & French
P. O. Box 471
Phoenix, Arizona 85001

NOV 22 1977 1 45
in Docket 12553
on page

Witness my hand and official
seal the day and year aforesaid.

Tom Trastone
County Recorder
Deputy Recorder

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS UNIT 2
(Lots 1, 2 and 3)

This Second Amendment is made and entered into as of the date hereinafter set forth, by GOLDEN HILLS COUNCIL NO. 2, an Arizona non-profit corporation, hereinafter referred to as "Declarant."

WHEREAS, there has heretofore been executed and recorded that certain "Declaration of Covenants, Conditions and Restrictions" ("the Declaration"), dated November 16, 1972 and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 9885, pages 37 through 71. Said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is Rossmoor Leisure World Golden Hills Unit 2, recorded in Book 156 of Maps, page 48.

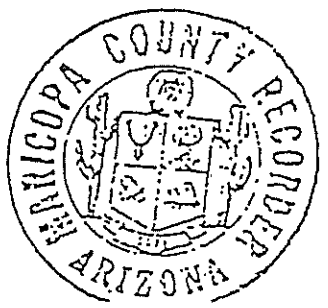
WHEREAS, it is the desire of the Declarant to amend the Declaration; and

WHEREAS, Article XI of the Declaration permits the amendment of the same by recordation of a supplement thereto signed and acknowledged by the president and secretary of the Declarant, certifying that such amendment has been approved by the written consent of at least three-fourths (3/4) of the Record Owners in the Project and such an amendment shall be effective upon its recordation with the Maricopa County Recorder; and

WHEREAS, such written consent of three-fourths of such Record Owners has heretofore been obtained as reflected in the corporate books of Declarant;

NOW, THEREFORE, pursuant to the amendment rights set forth in the Declaration, Declarant does hereby amend the same as follows:

- 1. That Paragraph 3 of Article XV of the Declaration is hereby deleted in its entirety.

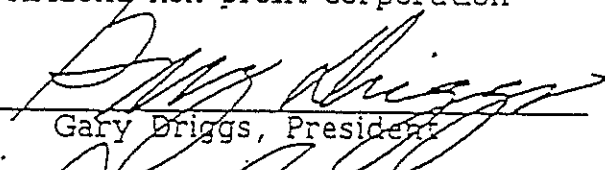


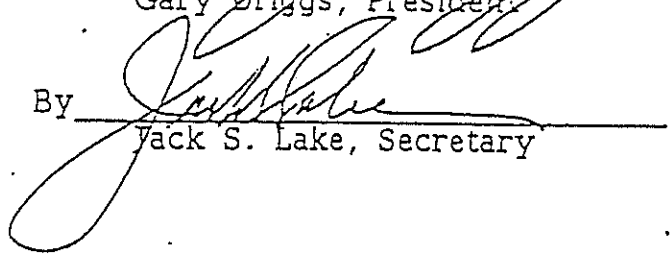
Said provision, as deleted, provides as follows: "The merger provision set forth in Sections 1 and 2 of this Article XV shall be effective only at such time as all living Units being constructed in the Leisure World Golden Hills adult community have been completed."

2. Except as amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant executed this Amendment as of this 11th day of November, 1977.

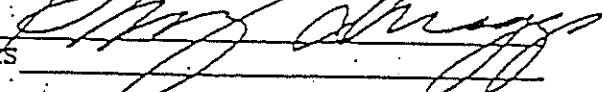
GOLDEN HILLS COUNCIL NO. 2,
an Arizona non-profit corporation

By 
Gary Briggs, President

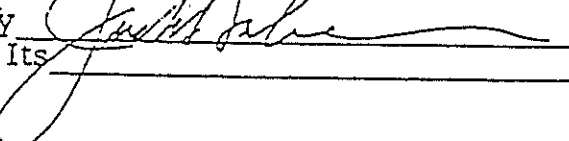
By 
Jack S. Lake, Secretary

APPROVED BY:

WESTERN SAVINGS & LOAN ASSOCIATION

By 
Its _____

LEISURE WORLD GOLDEN HILLS
COMMUNITY ASSOCIATION

By 
Its _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 11th day of November, 1977, before me, the undersigned Notary Public, personally appeared GARY DRIGGS and JACK S. LAKE, known to me to be the President and Secretary of GOLDEN HILLS COUNCIL NO. 2, respectively, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lawrence L. Hewitt
Notary Public

My commission expires:
11/11/1978

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 11th day of November, 1977, before me, the undersigned Notary Public, personally appeared Gary Driggs and Jack S. Lake known to me to be the President of WESTERN SAVINGS & LOAN ASSOCIATION, and the President of LEISURE WORLD GOLDEN HILLS COMMUNITY ASSOCIATION, respectively, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporations by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lawrence L. Hewitt
Notary Public

My commission expires:
11/11/1978

When recorded return to:

71371

Anne M. Hanyak, Esq.
Streich, Lang, Weeks & Cardon; P.A.
P. O. Box 471
Phoenix, Arizona 85001

I hereby certify that the with.
in instrument was filed and re
corded at request of

STREICH, LANG, WEEKS & CARDON

In Docket 15879
on page 457-460

Witness my hand and official
seal the day and year aforesaid.
Bill Stency

County Recorder
By *R. J. [Signature]*
Deputy Recorder

300

THIRD AMENDMENT MOD RSTR

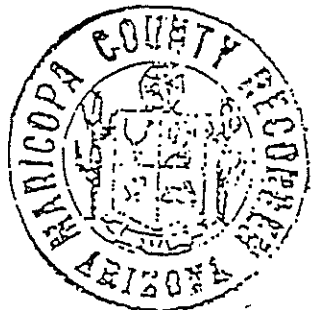
TO

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS UNIT 2

(Lots 1, 2 & 3)

DX115879 PG 457



This Third Amendment is made and entered into as of the date hereinafter set forth, by LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation (hereinafter referred to as the "Association"), as the successor in interest to Golden Hills Council No. 2, an Arizona nonprofit corporation (hereinafter referred to as the "Council").

WHEREAS, there has heretofore been executed and recorded that certain "Declaration of Covenants, Conditions and Restrictions" ("the Declaration"), dated November 16, 1972 and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 9885, pages 37-71, inclusive; said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is Lots 1, 2 & 3, Leisure World Golden Hills Unit 2, recorded in Book 156 of Maps, page 48;

WHEREAS, it is the desire of the Association to amend the Declaration; and

WHEREAS, Article XI of the Declaration permits the amendment of the same by recordation of a supplement thereto signed and acknowledged by the president and secretary of the Council, certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project and such an amendment shall be effective upon its recordation with the Maricopa County Recorder; and

WHEREAS, such written consent of three-fourths of such Record Owners has heretofore been obtained as reflected in the corporate books of the Association;

NOW, THEREFORE, pursuant to the amendment rights set forth in the Declaration, the Association, as the successor in interest to the Council, does hereby amend the same as follows:

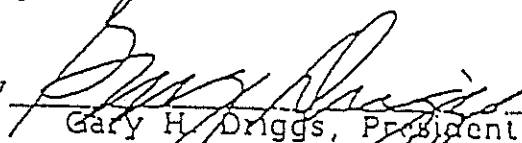
1. Section 2(g) of Article IV of the Declaration is hereby amended to read as follows:

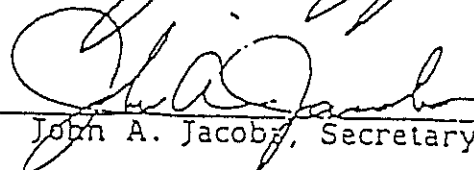
"Except as hereinafter specifically set forth in this paragraph, the Managing Agent shall paint, maintain and repair the Common Areas and such furnishings, equipment and plantings for the Common Areas as the Council shall determine are necessary and proper. The Owner of each Unit shall paint, maintain, repair and/or replace, as required, the roof, doors and windows appurtenant to said Owner's Unit even though such items constitute a part of the Common Area and, in addition, the Owner of each Unit shall paint, maintain, repair and/or replace, as required, the carpets, fixtures, interior surfaces of the Unit or anything constituting a part of the Unit. The Council may elect to maintain and repair stoves within a Unit. The Council shall have no responsibility to provide the services referred to in this paragraph until the first Unit in a Building is sold by Declarant."

2. Except as amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association executed this Amendment as of the 9th day of March, 1982.

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona nonprofit
corporation

By 
Gary H. Driggs, President

By 
John A. Jacobs, Secretary

APPROVED BY:

WESTERN SAVINGS & LOAN ASSOCIATION

BY [Signature]
Its President

LEISURE WORLD COMMUNITY ASSOCIATION

BY [Signature]
vs Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 9th day of March, 1982, before me, the undersigned Notary Public, personally appeared GARY H. DRIGGS and JOHN A. JACOBS, known to me to be the President and Secretary, respectively, of LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

May 27, 1984

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 9th day of March, 1982, before me, the undersigned Notary Public, personally appeared Chris Briggs, known to me to be the President of WESTERN SAVINGS AND LOAN ASSOCIATION, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Juan M. Kelly
Notary Public

My commission expires:

May 27, 1984

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 9th day of March, 1982, before me, the undersigned Notary Public, personally appeared John A. Jacobs, known to me to be the Secretary of LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Juan M. Kelly
Notary Public

My commission expires:

May 27, 1984

When recorded return to:

Anne M. Hanyak, Esq.
Streich, Lang, Weeks & Cardon, P.A. MOD RSTR
Post Office Box 471
Phoenix, Arizona 85001

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
MAY 19 '83-4 55	
BILL HENRY, COUNTY RECORDER	
FEE	5.00 PGS 3

FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

67

LEISURE WORLD GOLDEN HILLS UNIT 2
(Lots 1, 2 and 3)

This Fourth Amendment is made and entered into as of the date hereinafter set forth, by LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, hereinafter referred to as "the Association," as the successor in interest to Golden Hills Council No. 2, an Arizona nonprofit corporation, hereinafter referred to as the "Council."

WHEREAS, there has heretofore been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated November 16, 1972, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 9885, pages 37-71, inclusive, and subsequent amendments thereto; said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is Lots 1, 2 and 3, Leisure World-Golden Hills Unit 2, a subdivision, recorded in Book 156 of Maps, page 48 in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, it is the desire of the Association to further amend the Declaration; and

WHEREAS, Article XI of the Declaration permits amendment of the same by recordation of a supplement thereto signed and acknowledged by the president and secretary of the Association, certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project and such an amendment shall be effective upon its recordation with the Maricopa County Recorder; and

WHEREAS, such written consent of three-fourths of such Record Owners has heretofore been obtained as reflected in the corporate books of the Association;

NOW, THEREFORE, pursuant to the amendment rights set forth in the Declaration, the Association, as the successor in interest to the Council, does hereby amend the same as follows:

1. The second paragraph of Article V of the Declaration is hereby amended to read as follows:

"Each Owner of a Unit shall be a member of the Association and shall be entitled to voting rights in accordance with the provisions set forth in the Association's Articles of Incorporation and Bylaws as they now exist or as they may from time to time be amended; provided, however, that until (1) such time as all residential dwellings located within the Leisure World-Golden Hills Adult Community have been constructed and occupied, or (2) December 31, 1983, whichever shall first occur, all right, power and authority granted to the Association shall, at the option of the Declarant, remain in the Declarant and its successors and assigns as more particularly provided in the Articles or Bylaws of the Association."

2. Except as amended hereby, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association executed this Amendment as of the 17th day of May, 1983.

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona nonprofit
corporation

By [Signature]
Its President

By [Signature]
Its Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 17th day of May, 1983, before me, the undersigned Notary Public, personally appeared Carol Briggs and John P. Jacobs, known to me to be the President and Secretary of LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richard A. [Signature]
Notary Public

My commission expires:

6/10/86

WHEN RECORDED, RETURN TO:

DONALD E. DYKMAN
4110 N. Scottsdale Road
Suite 308
Scottsdale, Arizona 85251

MOD RST

RECORDS
MARICOPA COUNTY, ARIZONA
JUL 12 '84 -11 00
BILL HENRY, COUNTY RECORDER
FEE 5.00 PGS 3.

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS UNIT 2
(Lots 1, 2 and 3)

This Fifth Amendment is made this 10th day of July, 1984, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Golden Hills Council No. 2, an Arizona nonprofit corporation (the "Council").

R E C I T A L S

A. There has previously been executed and recorded a Declaration of Covenants, Conditions and Restrictions dated November 16, 1972, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 9885, pages 37 through 71 inclusive, subjecting the real property located in Maricopa County, Arizona, described on Exhibit A to such Declaration of Covenants, Conditions and Restrictions to a Horizontal Property Regime and imposing certain covenants, conditions and restrictions upon said real property. Such Declaration of Covenants, Conditions and Restrictions, as previously amended, shall be hereinafter referred to as the "Declaration";

B. Article XI of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project;

C. The Association desires to further amend the Declaration;

D. The undersigned, being the President and Secretary of the Association, hereby certify that this Fifth Amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project as reflected in the corporate books and records of the Association;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article VIII, Section 1, is amended by adding the following subsection (d) at the end of said Section:

(d) Notwithstanding any other provision of this Declaration to the contrary, no person, persons, entity or entities desiring to perform any of the acts set forth in Paragraphs (a) and (b) above shall be required to obtain the approval or consent of any other Record Owner in the Project in order to perform any of such acts. Any such person, persons, entity or entities shall only be required to obtain the consent and approval of the Architectural Control Committee in accordance with Paragraph (c) above.

2. Except as amended by this Fifth Amendment, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Fifth Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY ASSOCIATION,
an Arizona nonprofit corporation

BY: H. M. Sullivan
Its President
H. M. Sullivan

BY: Byron M Mowry
Its Secretary
Byron M. Mowry

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 10th
day of July, 1984, by H. M. Sullivan, the
President of Leisure World Community Association, an Arizona nonprofit
corporation, on behalf of the corporation.

Christa P. Quinn
Notary Public

My Commission Expires:

11/2/87

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 10th
day of July, 1984, by Byron M. Mowry, the
Secretary of Leisure World Community Association, an Arizona nonprofit
corporation, on behalf of the corporation.

Christa P. Quinn
Notary Public

My Commission Expires:

11/2/87

WHEN RECORDED, RETURN TO:

DONALD E. DYEKMAN
4110 N. Scottsdale Road
Suite 308
Scottsdale, Arizona 85251

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
SEP 16 '85 -200
KEITH POHLET'S. County Recorder
FEE 5⁰⁰ PGS 3 L.U.

SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS UNIT 2
(Lots 1, 2 and 3)

This Sixth Amendment is made this 13th day of September, 1985, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Golden Hills Council No. 2, an Arizona nonprofit corporation (the "Council").

R E C I T A L S

A. WHEREAS, there has heretofore been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated Nov. 16, 1972, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 9885, pages 37 through 71, inclusive, subjecting the real property located in Maricopa County, Arizona, described on Exhibit A to such Declaration of Covenants, Conditions and Restrictions to a Horizontal Property Regime and imposing certain covenants, conditions and restrictions upon said real property. Such Declaration of Covenants, Conditions and Restrictions, as previously amended, shall be hereinafter referred to as the "Declaration";

B. Capitalized terms used in this Amendment shall have the meanings given to such terms in the Declaration;

C. Article XI of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project;

D. The Association desires to further amend the Declaration;

E. The undersigned, being the President and Secretary of the Association, hereby certify that this Sixth Amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project as reflected in the

corporate books and records of the Association;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article VII is amended ~~by~~ adding the following Section 4 at the end of said Article:

4. To insure that the Association will have the funds necessary to (i) purchase additional Community Facilities for the use and benefit of all members of the Association, (ii) construct additional buildings, structures or other improvements upon real property owned by the Association, which buildings, structures and other improvements will be part of the Community Facilities, (iii) repair, restore or replace the Community Facilities and (iv) make additional payments to Western Savings and Loan Association, an Arizona corporation ("Western Savings"), for the Common Facilities constructed and conveyed to the Association by Western Savings, each person or entity who purchases a Unit in the Project shall pay to the Association the sum of \$1,000.00 immediately upon the recording of the deed or other instrument of conveyance whereby the person or entity purchasing such Unit becomes the Record Owner of the Unit. The amount payable to the Association pursuant to this Section shall not be considered an advance payment of Carrying Charges or any other assessment payable pursuant to this declaration. The amount payable pursuant to this Section shall be the personal obligation of the Owner of the Unit and shall be a lien upon the Unit to which it relates, which lien shall be in favor of the Association. The Association shall have the right, at its option, to enforce collection of the amounts payable pursuant to this Section in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay such amounts and such action may be brought without waiving the lien securing such amounts, (ii) bringing an action to foreclose its lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage, or (iii) exercising a power of sale in the manner provided by law for a sale under a deed of trust. In the event of any such action by the Association, the Owner personally obligated to pay such amounts shall also be obligated to pay all attorneys' fees, court costs, lien recording fees and all other costs incurred by the Association in enforcing the payment of the amounts payable to the Association pursuant to this Section. All amounts paid to the Association pursuant to this Section with respect to the purchase of a Unit from Western Savings shall be paid by the Association to Western Savings as additional payments for the Community Facilities constructed and conveyed by Western Savings to the Association.

2. Except as amended by this Sixth Amendment, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Sixth Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona
nonprofit corporation

BY: Hal Stimson
Hal Stimson
Its President

BY: Dave Maltby
Dave Maltby
Its Secretary

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this
13th day of September, 1985, by Hal Stimson,
the President of Leisure World Community Association, an Arizona non-
profit corporation, on behalf of the corporation.

Robert P. Quinn
Notary Public

My Commission Expires:
Nov. 2, 1987

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this
13th day of September, 1985, by Dave Maltby,
the Secretary of Leisure World Community Association, an Arizona non-
profit corporation, on behalf of the corporation.

Robert P. Quinn
Notary Public

My Commission Expires:
Nov. 2, 1987

WHEN RECORDED, RETURN TO:

DONALD E. DYEKMAN
O'Connor, Cavanagh, et al.
One E. Camelback, Suite 1100
Phoenix, Arizona 85012-1656

MOD RSTR (DF)

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA JAN 30 '89 -11 00 4			
HELEN PURCELL, County Recorder			
FEE	9.00	PGS	3 HT

SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS UNIT 2
(Lots 1, 2 & 3)

89 042107

This Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made this 30th day of January, 1989, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association"), as the successor in interest to Golden Hills Council No. 2, an Arizona nonprofit corporation (the "Council").

R E C I T A L S:

A. There has previously been executed and recorded a Declaration of Covenants, Conditions and Restrictions dated November 16, 1972, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 9885, pages 37 through 65, inclusive, subjecting the real property located in Maricopa County, Arizona, described on Exhibit A to such Declaration of Covenants, Conditions and Restrictions to a Horizontal Property Regime and imposing certain covenants, conditions and restrictions upon said real property. Such Declaration of Covenants, Conditions and Restrictions, as previously amended, shall be hereinafter referred to as the "Declaration";

B. Article XI of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project;

C. The Association desires to further amend the Declaration;

D. The undersigned, being the President and Secretary of the Association, hereby certify that this Amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project as reflected in the corporate books and records of the Association;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. The last sentence of Article III, Section 1, is deleted in its entirety and the following language is substituted in its place:

At least one resident of each Unit must be at least fifty-five (55) years of age, and no person under forty-five (45) years of age may reside in a Unit.

2. Except as amended by this Amendment, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation

By: Don Roseman

Its President

By: [Signature]

Its Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

89 042107

The foregoing instrument was acknowledged before me this 30th day of December, 1989, by Don Paulson, the President of Leisure World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.

Jean Leiser
Notary Public

My Commission Expires:

July 27, 1991



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

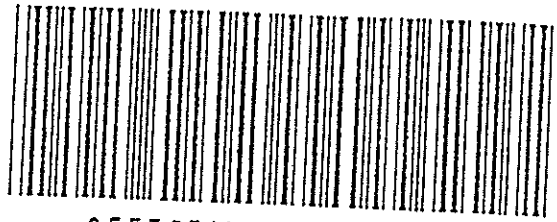
The foregoing instrument was acknowledged before me this 30th day of January, 1989, by P. C. Melson, the Secretary of Leisure World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.

Jean Leiser
Notary Public

My Commission Expires:

July 27, 1991





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

93-0538687 08/12/93 05:00

JOHN ... 2 OF 27..

WHEN RECORDED, RETURN TO:

Michael R. Pruitt
Jackson, White & Gardner, P.C.
1201 South Alma School Road
Suite 12000
Mesa, Arizona 85210

EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS UNIT 2
(Lots 1, 2 and 3)

This Eighth Amendment is made this 12th day of August, 1993, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Golden Hills Council No. 2, an Arizona nonprofit corporation (the "Council").

R E C I T A L S

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions to a Horizontal Property Regime dated November 16, 1972 and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 9885, pages 37 - 71, inclusive, as subsequently amended (the "Declaration"), imposing certain covenants, conditions and restrictions upon real property described in Exhibit A of such Declaration.

B. The Declaration has been modified pursuant to various amendments including, without limitation, that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 13, 1985, and recorded in the Office of the County Recorder of Maricopa County, Arizona, on September 16, 1985, at Recording No. 85-437405 (the "Sixth Amendment").

C. Capitalized terms used in this Amendment shall have the meanings given to such terms in the Declaration;

D. Article XI of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project;

E. The Association desires to further amend the Declaration;

F. The undersigned, being the President and Secretary of the Association, hereby certify that this Eighth Amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project as reflected in the corporate books and records of the Association;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Section 4 to Article VII of the Declaration was added by the Sixth Amendment. Section 4 of Article VII of the Declaration is hereby amended to read in its entirety as follows:

4. To insure that the Association will have the funds necessary to (i) purchase additional Community Facilities for the use and benefit of all members of the Association, (ii) construct additional buildings, structures or other improvements upon real property owned by the Association, which buildings, structures and other improvements will be part of the Community Facilities, and (iii) repair, restore or replace the Community Facilities, each person or entity who purchases a Unit in the Project shall pay to the Association the sum of \$1,500 immediately upon the recording of the deed or other instrument of conveyance whereby the person or entity purchasing such Unit becomes the Record Owner of the Unit. The amount payable to the Association pursuant to this Section shall not be considered an advance payment of Carrying Charges or any other assessment payable pursuant to this Declaration. The amount payable pursuant to this Section shall be the personal obligation of the Owner of the Unit and shall be a lien upon the Unit to which it relates, which lien shall be in favor of the Association. The Association shall have the right, at its option, to enforce collection of the amounts payable pursuant to this Section in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay such amounts and such

action may be brought without waiving the lien securing such amounts, (ii) bringing an action to foreclose its lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage, or (iii) exercising a power of sale in the manner provided by law for a sale under a deed of trust. In the event of any such action by the Association, the Owner personally obligated to pay such amounts shall also be obligated to pay all attorneys' fees, court costs, lien recording fees and all other costs incurred by the Association in enforcing the payment of the amounts payable to the Association pursuant to this Section.

2. Except as amended by this Eighth Amendment, all provisions, terms and conditions of the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Eighth Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona
nonprofit corporation

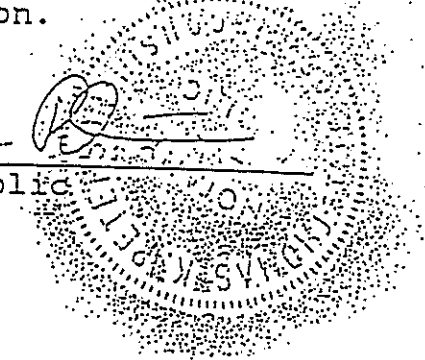
BY: Robert T. Bailey
Robert T. Bailey
Its President

BY: Joyce Johnson
Joyce Johnson
Its Secretary

STATE OF Nis)
County of Coconino) SS

The foregoing instrument was acknowledged before me this 11 day of August, 1993, by Robert T. Bailey, the President of Leisure/World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public

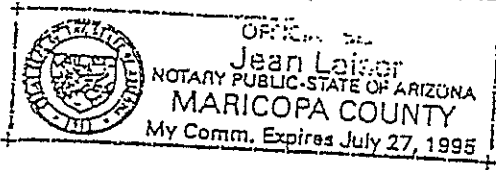


My Commission Expires:

6-27-97

STATE OF Arizona)
County of Maricopa) SS

^{to}
12 day of August, 1993, by Joyce Johnson, the Secretary of Leisure World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.



[Signature]
Notary Public

My Commission Expires:

7-27-95

HOLD FOR PU

When Recorded: **LIDDY LEGAL**
802-297-0878 To:

DAN G. CURTIS, P.C.
63 East Main Street
Suite 501
Mesa, Arizona 85201
Attention: Dan G. Curtis, Esq.



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2005-0574024 05/02/05 16:18
2 OF 27

MARTINEZZ

**NINTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

LEISURE WORLD PLAT 2

This Ninth Amendment is made as of April 28, 2005, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Western Service Corporation (the "Council").

RECITALS

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated November 16, 1972, and recorded in the Office of the County Recorder of Maricopa County, Arizona, at Docket 9885, Page 37 through 71, as subsequently amended (the "Declaration"), imposing certain covenants, conditions and restrictions upon real property described in such Declaration.

B. Capitalized terms used in this Amendment shall have the meanings given to such terms in the Declaration:

C. Article XI of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project:

E. The Association desires to further amend the Declaration. The undersigned, being the President and Secretary of the Association, hereby certify that this Fifth Amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project as reflected in the corporate books and records of the Association.

AMENDMENT

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article VII, Section 4 of the Declaration is hereby amended to read in its entirety as follows:

4. To ensure that the Association will have the funds necessary to (i) purchase additional Community Facilities for the use and benefit of all members of the Association, (ii) construct additional buildings, structures or other improvements upon real property owned by the Association, which buildings, structures and other

improvements will be part of the Community Facilities, and (iii) repair, restore or replace the Community Facilities, each person or entity who purchases a Unit in the Project shall pay to the Association the sum of \$2,000 immediately upon the recording of the deed or other instrument of conveyance whereby the person or entity purchasing such Unit becomes the Record Owner of the Unit. The amount payable to the Association pursuant to this Section shall not be considered an advance payment of Carrying Charges or any other assessment payable pursuant to this Declaration. The amount payable pursuant to this Section shall be the personal obligation of the Owner of the Unit and shall be a lien upon the Unit to which it relates, which lien shall be in favor of the Association. The Association shall have the right, at its option, to enforce collection of the amounts payable pursuant to this Section in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay such amounts and such action may be brought without waiving the lien securing such amounts, (ii) bringing an action to foreclose its lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage, or (iii) exercising a power of sale in the manner provided by law for a sale under a deed of trust. In the event of any such action by the Association, the Owner personally obligated to pay such amounts shall also be obligated to pay all attorneys' fees, court costs, lien recording fees and all other costs incurred by the Association in enforcing the payment of the amounts payable to the Association pursuant to this Section.

2. Except as amended by this Amendment, all provisions, terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona nonprofit
corporation

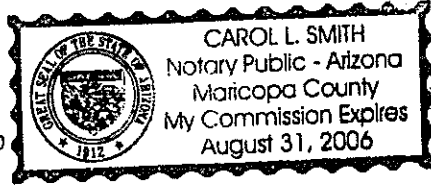
By: *Dick Steckelberg*
Name: DICK STECKELBERG
President

By: *Jack Hasty*
Name: JACK HASTY
Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on APRIL 29, 2005,
by DICK STECKELBERG, as President of the Leisure World Community
Association, on behalf of the Association.

Notary Stamp



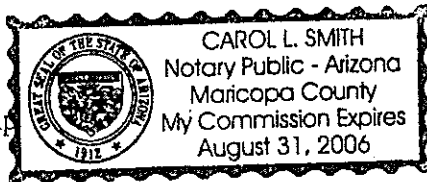
Carol L. Smith

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on APRIL 29, 2005,
by JACK HASTY, as Secretary of the Leisure World Community
Association, on behalf of the Association.

Notary Stamp



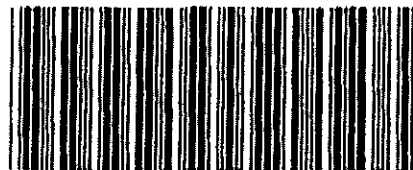
Carol L. Smith

Notary Public

HOLD FOR LIDDY LF
(602) 297-0676

When Recorded Mail To:

DAN G. CURTIS, P.C.
63 East Main Street
Suite 501
Mesa, Arizona 85201
Attention: Dan G. Curtis, Esq.



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-0217593 02/22/07 04:22 PM
1 OF 2

ACUHR

**TENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

LEISURE WORLD PLAT 2

This Tenth Amendment is made as of February 19, 2007, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Western Service Corporation (the "Council").

RECITALS

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated November 16, 1972, and recorded in the Office of the County Recorder of Maricopa County, Arizona, at Docket 9885, Page 37 through 71, as subsequently amended (the "Declaration"), imposing certain covenants, conditions and restrictions upon real property described in such Declaration.

B. Capitalized terms used in this Amendment shall have the meanings given to such terms in the Declaration:

C. Article XI of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project:

E. The Association desires to further amend the Declaration. The undersigned, being the President and Secretary of the Association, hereby certify that this Fifth Amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project as reflected in the corporate books and records of the Association.

AMENDMENT

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article III, Section 1 of the Declaration is hereby amended to read in its entirety as follows:

1. Each Unit shall be used for the location of a single private, permanent residential dwelling, and for no other purpose. No more than two (2) persons may permanently reside in a one (1) bedroom unit, no more than three (3) persons may reside in a two (2) bedroom unit, and no more than four (4) persons may permanently reside in

a three (3) bedroom unit without the approval of the Association. At least eighty percent (80%) of the Units must have at least one resident who is 55 years of age or older, and no person under 45 years of age may reside in any Unit.

2. Except as amended by this Amendment, all provisions, terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year first above written.

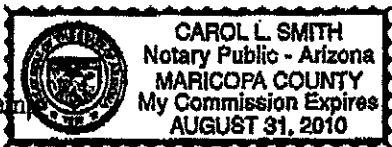
LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation

By: *Eleanor M. Lester*
Name: ELANOR MCLESTER
President

By: *A. S. Edwards*
Name: ART EDWARDS
Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on FEBRUARY 19, 2007, by ELANOR MCLESTER, as President of the Leisure World Community Association, on behalf of the Association.



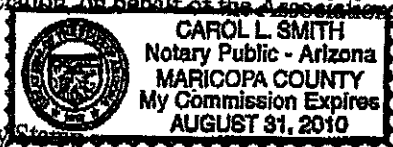
Notary Stamp

Carol L. Smith

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on FEBRUARY 19, 2007, by ART EDWARDS, as Secretary of the Leisure World Community Association, on behalf of the Association.



Notary Stamp

Carol L. Smith

Notary Public

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Hoyp

**PLAT 2 AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LEISURE WORLD PLAT 2**

This 11th Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment") is made as of this 5th day of April, 2024, by Leisure World Community Association, an Arizona nonprofit corporation ("Association").

RECITALS

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated November 16, 1972, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 9885, pages 37 through 71 (as amended, "Declaration"), which Declaration imposes certain covenants, conditions and restrictions on real property described therein.

B. Capitalized terms used in this Amendment shall have the meanings given to such terms in the Declaration.

C. Article XI of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project.

D. At least three-fourths (3/4ths) of the Record Owners in the Project have voted or agreed to amend the Declaration in accordance with the terms of this Amendment. The undersigned, being the President and Secretary of the Association, hereby certify that this Amendment has been approved by the vote or written consent of the requisite number of Record Owners in the Project as required by the Declaration

AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.

2. Amendment. Article VII, Section 4 of the Declaration is struck in its entirety and replaced with the following:

3. To ensure that the Association will have the funds necessary to (i) purchase additional Community Facilities for the use and benefit of all members of the Association, (ii) construct additional buildings, structures or other improvements upon real property owned by the Association, which buildings, structures and other improvements will be part of the Community Facilities, and (iii) repair, restore or replace the Community Facilities, each person or entity who purchases a Unit in the Project shall pay to the Association the sum of \$4,000 immediately upon the recording of the deed or other instrument of conveyance whereby the person or entity purchasing such Unit becomes the Record Owner of the Unit. For avoidance of doubt, the amount payable to the Association pursuant to this Section shall not be considered an advance payment of Carrying Charges or any other assessment payable pursuant to this Declaration. The amount payable pursuant to this Section shall be the personal obligation of the Owner of the Unit and shall be a lien upon the Unit to which it relates, which lien shall be in favor of the Association. The Association shall have the right, at its option, to enforce collection of the amounts payable pursuant to this Section in any manner allowed by law including, but not limited to, (a) bringing an action at law against the Owner personally obligated to pay such amounts and such action may be brought without waiving the lien securing such amounts, (b) bringing an action to foreclose its lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage, or (c) exercising a power of sale in the manner provided by law for a sale under a deed of trust. In the event of any such action by the Association, the Owner personally obligated to pay such amounts shall also be obligated to pay all attorneys' fees, court costs, lien recording fees and all other costs incurred by the Association in enforcing the payment of the amounts payable to the Association pursuant to this Section.

4. Effect. Except as amended by this Amendment, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year first written above.

LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation

By: Barb Yapp
Name: Barb Yapp
Title: President

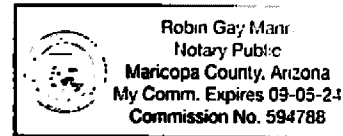
By: [Signature]
Name: Scott MacFarlane
Title: Secretary

STATE OF Az)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 22 day of April, 2024, by Barb Yapp, the Board President of LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, for and on behalf of the company.

Robin Gay Mann
Notary Public

My Commission Expires: 9-5-24



STATE OF Az)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 22 day of April, 2024, by Scott MacFarlane, the Board Secretary of LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation, for and on behalf of the company.

Robin Gay Mann
Notary Public

My Commission Expires: 9-5-24

