

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5 (Lots 1 & 2)

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.

I do hereby certify that the within named instrument was recorded at request of Stretch, Lang, Weeks, Carroon & French
Doc# 0130 Page 1422-1455 Records of Maricopa Co., Arizona
MAY 10 1973-12 10 WITNESS my hand and official seal the day and year aforesaid.
PAUL H. MARSTON, Maricopa County Recorder, By [Signature] 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 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. 5.

7. "Common Area" means "Common Elements" as contemplated under Arizona Revised Statutes §33-551, and includes the area designated as Common Area on the Plan, provided that except as used in Article III, Section 2, and Articles II and XVII, the term "Common Area" shall include Limited Common Area, as defined below.

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. 5, 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 "Limited Common Elements", as contemplated under Arizona Revised Statutes §33-551 and includes the area designated as Limited Common Area on the Plan.

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, (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.

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 76 units as described in the Plat.

1. The horizontal property regime hereby created shall be referred to and known Rossmoor Leisure World - Golden Hills Plat 5 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:

5.

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.

See Sixth Amendment
 (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 Ducker 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.

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 herewithstanding, 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 XV

Merger

1. Merger of Councils. By the majority vote of the Board of Directors alone, two or more of the councils of co-owners within the development may from time to time be merged or consolidated into a single council of co-owners, such surviving council to have all the right, powers and privileges under the terms of these restrictions and the declaration of covenants, conditions and restrictions giving rise to any council which is a party to such consolidation or merger. In the event of any such merger or consolidation, all assessments required of the owner of any condominium unit located within any horizontal property regime shall be directly related to the expenses incurred by the successor corporation in connection with the property constituting such horizontal property regime.

2. Merger of Councils and Association. By the majority vote of the Board of Directors of all the councils of co-owners within the Development, and the majority vote of the Board of Directors of the Association alone, all of the councils of co-owners within the development and the Association shall be merged or consolidated into a single legal entity possessing all the power and authority of a council of co-owners with respect to the entire development as well as the power and authority of the Association under the terms of these restrictions and the declaration of covenants, conditions and restrictions of each council which is a party to such consolidation or merger.

3. The merger provisions set forth in Sections 1 and 2 of this Article XV shall be effective only at such time as all living units to be constructed in the Leisure World Golden Hills Adult Community have been completed.

Deleted - per Fifth Amendment

ARTICLE XVI

DKI 1013061443

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.

24-5

ARTICLE XIX

WRI 1013061445

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 9th day of April, 1973.

WESTERN SERVICE CORPORATION,
an Arizona corporation

BY [Signature]
its Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS the 9th day of April, 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.

Heriberto A. Castillo
Notary Public

My commission expires:
My Commission Expires Sept. 3, 1974



EXHIBIT "A"

Lots 1 and 2, ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5,
a subdivision, recorded in Book 163, page 6, 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.

28-5

EXHIBIT "C"

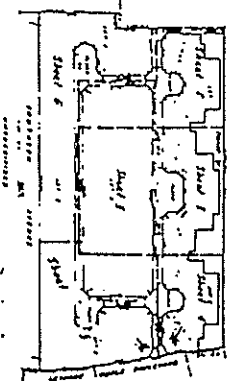
DK1 10130Pg1449

UNIT 5
ROSSMOOR LEISURE WORLD
GOLDEN HILLS

LOT	PERCENT OF TOTAL ALL UNITS	LOT	PERCENT OF TOTAL ALL UNITS
419	.0142	463	.0115
420	.0128	464	.0133
421	.0138	465	.0120
422	.0140	466	.0135
423	.0138	467	.0130
424	.0128	468	.0119
425	.0142	469	.0120
426	.0149	470	.0133
427	.0158	471	.0139
428	.0128	472	.0139
429	.0142	473	.0129
430	.0142	474	.0120
431	.0128	475	.0133
432	.0156	476	.0128
433	.0147	477	.0133
434	.0133	478	.0119
435	.0128	479	.0120
436	.0138	480	.0135
437	.0140	481	.0128
438	.0137	482	.0133
439	.0128	483	.0133
440	.0132	484	.0128
441	.0129	485	.0140
442	.0135	486	.0140
443	.0133	487	.0133
444	.0133	488	.0115
445	.0128	489	.0128
446	.0128	490	.0147
447	.0129	491	.0147
448	.0127	492	.0129
449	.0129	493	.0117
450	.0117	494	.0135
451	.0135		
452	.0133		
453	.0115		
454	.0128		
455	.0119		
456	.0128		
457	.0120		
458	.0135		
459	.0133		
460	.0115		
461	.0128		
462	.0128		
		TOTAL	1.0000

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5 CONDOMINIUM PLAN

A SUBDIVISION OF AIRSPACE LOCATED UPON LOTS 1A2
ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5
MARICOPA COUNTY, ARIZONA



SHEET INDEX MAP

THIS SHEET IS PART OF A SET OF SHEETS WHICH TOGETHER WITH THE OTHER SHEETS OF THIS SET CONSTITUTE THE COMPLETE SET OF SHEETS FOR THE PROJECT.

NOTE
The information shown on this sheet is based on the information furnished to the Engineer by the owner and is not to be construed as a warranty of accuracy or completeness. The Engineer is not responsible for any errors or omissions in the information furnished to the Engineer or for any consequences arising therefrom.

ASSURE UNIT
This unit is shown on the plan as being 24' 0" wide by 30' 0" deep. The actual dimensions of this unit shall be as shown on the site plan and shall be subject to the survey of the unit.

162-7

1/1/79

[Handwritten notes and signatures]

[Handwritten signature]

TOUPS ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
2111 ANNUNCIATE, HERK HOCH CONDOMINIUM COMPANY
PHOENIX, ARIZONA

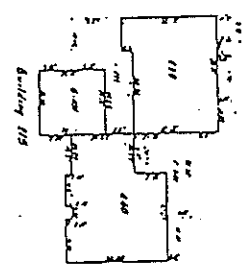
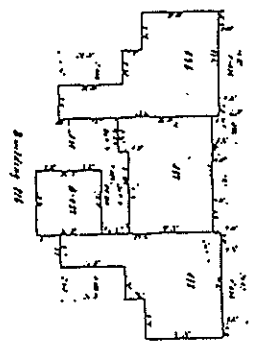
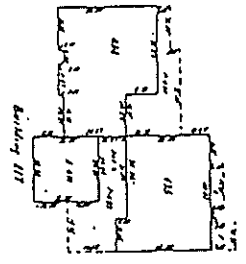
ROSSMOOR LEISURE WORLD GOLDEN HILLS

PLAT 5 CONDOMINIUM PLAN

A SUBDIVISION OF AIR SPACE

162,712,137,03

APPROVED FOR RECORDATION BY THE CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA



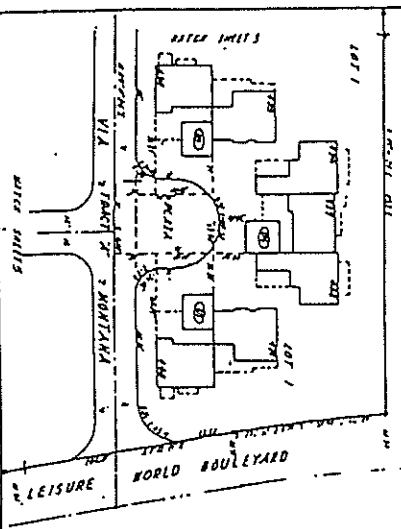
LEGEND

- ① - Building Number
- ② - Unit
- ③ - Unit Number
- ④ - Unit Area
- ⑤ - Unit Volume
- ⑥ - Unit Weight
- ⑦ - Unit Length
- ⑧ - Unit Width
- ⑨ - Unit Height
- ⑩ - Unit Depth
- ⑪ - Unit Thickness
- ⑫ - Unit Diameter
- ⑬ - Unit Circumference
- ⑭ - Unit Surface Area
- ⑮ - Unit Volume
- ⑯ - Unit Weight
- ⑰ - Unit Length
- ⑱ - Unit Width
- ⑲ - Unit Height
- ⑳ - Unit Depth
- ㉑ - Unit Thickness
- ㉒ - Unit Diameter
- ㉓ - Unit Circumference
- ㉔ - Unit Surface Area
- ㉕ - Unit Volume
- ㉖ - Unit Weight
- ㉗ - Unit Length
- ㉘ - Unit Width
- ㉙ - Unit Height
- ㉚ - Unit Depth
- ㉛ - Unit Thickness
- ㉜ - Unit Diameter
- ㉝ - Unit Circumference
- ㉞ - Unit Surface Area
- ㉟ - Unit Volume
- ㊱ - Unit Weight
- ㊲ - Unit Length
- ㊳ - Unit Width
- ㊴ - Unit Height
- ㊵ - Unit Depth
- ㊶ - Unit Thickness
- ㊷ - Unit Diameter
- ㊸ - Unit Circumference
- ㊹ - Unit Surface Area
- ㊺ - Unit Volume
- ㊻ - Unit Weight
- ㊼ - Unit Length
- ㊽ - Unit Width
- ㊾ - Unit Height
- ㊿ - Unit Depth

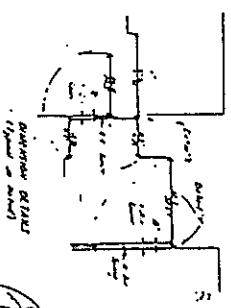
ATTORNEY'S CERTIFICATE
 I, the undersigned, being a duly qualified and admitted attorney at law in the District of Columbia, do hereby certify that the foregoing is a true and correct copy of the original plan and specifications of the above described building and that the same conform to the provisions of the laws of the District of Columbia relating to the construction of buildings.

NOTE

The owner of the building hereby certifies that the building is a building of the type described in the laws of the District of Columbia relating to the construction of buildings and that the same conform to the provisions of the laws of the District of Columbia relating to the construction of buildings.



ALL rights reserved
 Approved
 1962



APPROVED FOR RECORDATION BY THE CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

BUILDING	UNIT	DESCRIPTION	SQ. FT.	CUB. FT.
117	117A	Unit 117A	1,200	12,000
117	117B	Unit 117B	1,200	12,000
117	117C	Unit 117C	1,200	12,000
117	117D	Unit 117D	1,200	12,000
117	117E	Unit 117E	1,200	12,000
117	117F	Unit 117F	1,200	12,000
117	117G	Unit 117G	1,200	12,000
117	117H	Unit 117H	1,200	12,000
117	117I	Unit 117I	1,200	12,000
117	117J	Unit 117J	1,200	12,000
117	117K	Unit 117K	1,200	12,000
117	117L	Unit 117L	1,200	12,000
117	117M	Unit 117M	1,200	12,000
117	117N	Unit 117N	1,200	12,000
117	117O	Unit 117O	1,200	12,000
117	117P	Unit 117P	1,200	12,000
117	117Q	Unit 117Q	1,200	12,000
117	117R	Unit 117R	1,200	12,000
117	117S	Unit 117S	1,200	12,000
117	117T	Unit 117T	1,200	12,000
117	117U	Unit 117U	1,200	12,000
117	117V	Unit 117V	1,200	12,000
117	117W	Unit 117W	1,200	12,000
117	117X	Unit 117X	1,200	12,000
117	117Y	Unit 117Y	1,200	12,000
117	117Z	Unit 117Z	1,200	12,000
118	118A	Unit 118A	1,200	12,000
118	118B	Unit 118B	1,200	12,000
118	118C	Unit 118C	1,200	12,000
118	118D	Unit 118D	1,200	12,000
118	118E	Unit 118E	1,200	12,000
118	118F	Unit 118F	1,200	12,000
118	118G	Unit 118G	1,200	12,000
118	118H	Unit 118H	1,200	12,000
118	118I	Unit 118I	1,200	12,000
118	118J	Unit 118J	1,200	12,000
118	118K	Unit 118K	1,200	12,000
118	118L	Unit 118L	1,200	12,000
118	118M	Unit 118M	1,200	12,000
118	118N	Unit 118N	1,200	12,000
118	118O	Unit 118O	1,200	12,000
118	118P	Unit 118P	1,200	12,000
118	118Q	Unit 118Q	1,200	12,000
118	118R	Unit 118R	1,200	12,000
118	118S	Unit 118S	1,200	12,000
118	118T	Unit 118T	1,200	12,000
118	118U	Unit 118U	1,200	12,000
118	118V	Unit 118V	1,200	12,000
118	118W	Unit 118W	1,200	12,000
118	118X	Unit 118X	1,200	12,000
118	118Y	Unit 118Y	1,200	12,000
118	118Z	Unit 118Z	1,200	12,000
119	119A	Unit 119A	1,200	12,000
119	119B	Unit 119B	1,200	12,000
119	119C	Unit 119C	1,200	12,000
119	119D	Unit 119D	1,200	12,000
119	119E	Unit 119E	1,200	12,000
119	119F	Unit 119F	1,200	12,000
119	119G	Unit 119G	1,200	12,000
119	119H	Unit 119H	1,200	12,000
119	119I	Unit 119I	1,200	12,000
119	119J	Unit 119J	1,200	12,000
119	119K	Unit 119K	1,200	12,000
119	119L	Unit 119L	1,200	12,000
119	119M	Unit 119M	1,200	12,000
119	119N	Unit 119N	1,200	12,000
119	119O	Unit 119O	1,200	12,000
119	119P	Unit 119P	1,200	12,000
119	119Q	Unit 119Q	1,200	12,000
119	119R	Unit 119R	1,200	12,000
119	119S	Unit 119S	1,200	12,000
119	119T	Unit 119T	1,200	12,000
119	119U	Unit 119U	1,200	12,000
119	119V	Unit 119V	1,200	12,000
119	119W	Unit 119W	1,200	12,000
119	119X	Unit 119X	1,200	12,000
119	119Y	Unit 119Y	1,200	12,000
119	119Z	Unit 119Z	1,200	12,000

APPROVED FOR RECORDATION BY THE CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA

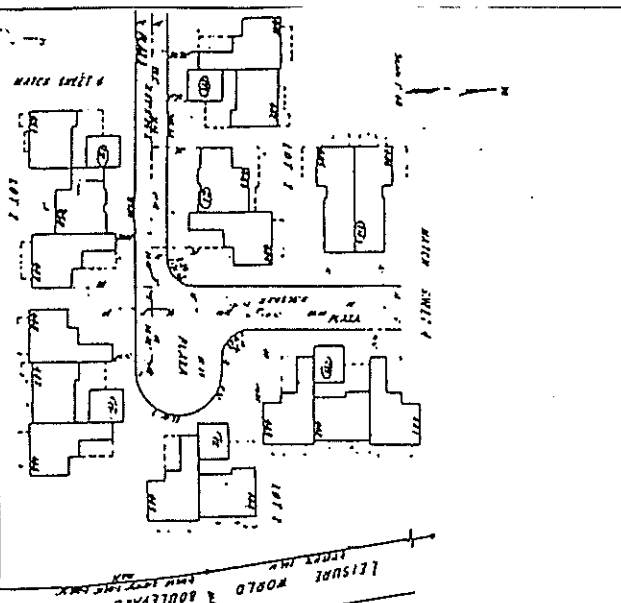
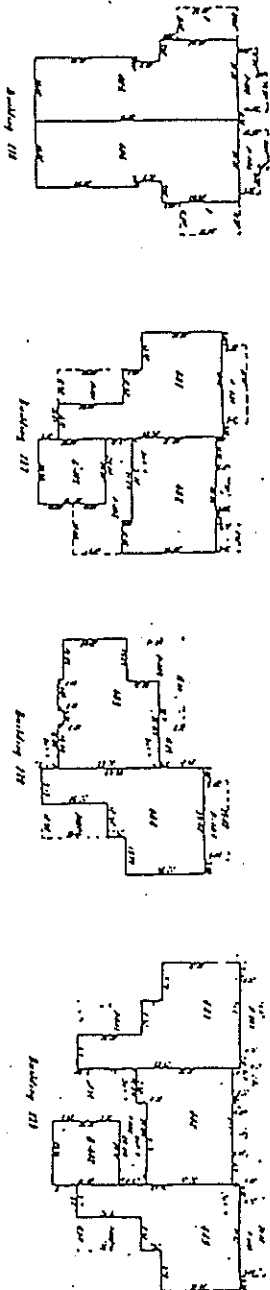
ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5 CONDOMINIUM PLAN

A SUBDIVISION OF AIR SPACE

162-7 / 217285

LEGEND

- 100 Building Number
- 101 Unit
- 102 Area
- 103 Unit on Area
- 104 Area
- 105 Unit on Area
- 106 Area
- 107 Area
- 108 Area
- 109 Area
- 110 Area
- 111 Area
- 112 Area
- 113 Area
- 114 Area
- 115 Area
- 116 Area
- 117 Area
- 118 Area
- 119 Area
- 120 Area



NOTE

All areas are shown as of the date of recording of this plat. The owner of the unit is responsible for the maintenance and repair of the unit and the common areas. The owner is also responsible for the payment of the common charges and the assessment of the unit.

GENERAL NOTES

1. All areas are shown as of the date of recording of this plat.

2. The owner of the unit is responsible for the maintenance and repair of the unit and the common areas.

3. The owner is also responsible for the payment of the common charges and the assessment of the unit.

UNIT	AREA	FIN	PAID	DATE
101	101	101	101	101
102	102	102	102	102
103	103	103	103	103
104	104	104	104	104
105	105	105	105	105
106	106	106	106	106
107	107	107	107	107
108	108	108	108	108
109	109	109	109	109
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111	111	111	111	111
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113	113	113	113	113
114	114	114	114	114
115	115	115	115	115
116	116	116	116	116
117	117	117	117	117
118	118	118	118	118
119	119	119	119	119
120	120	120	120	120

[Handwritten signature]

THE
CONCRETE ENGINEERING
INC.

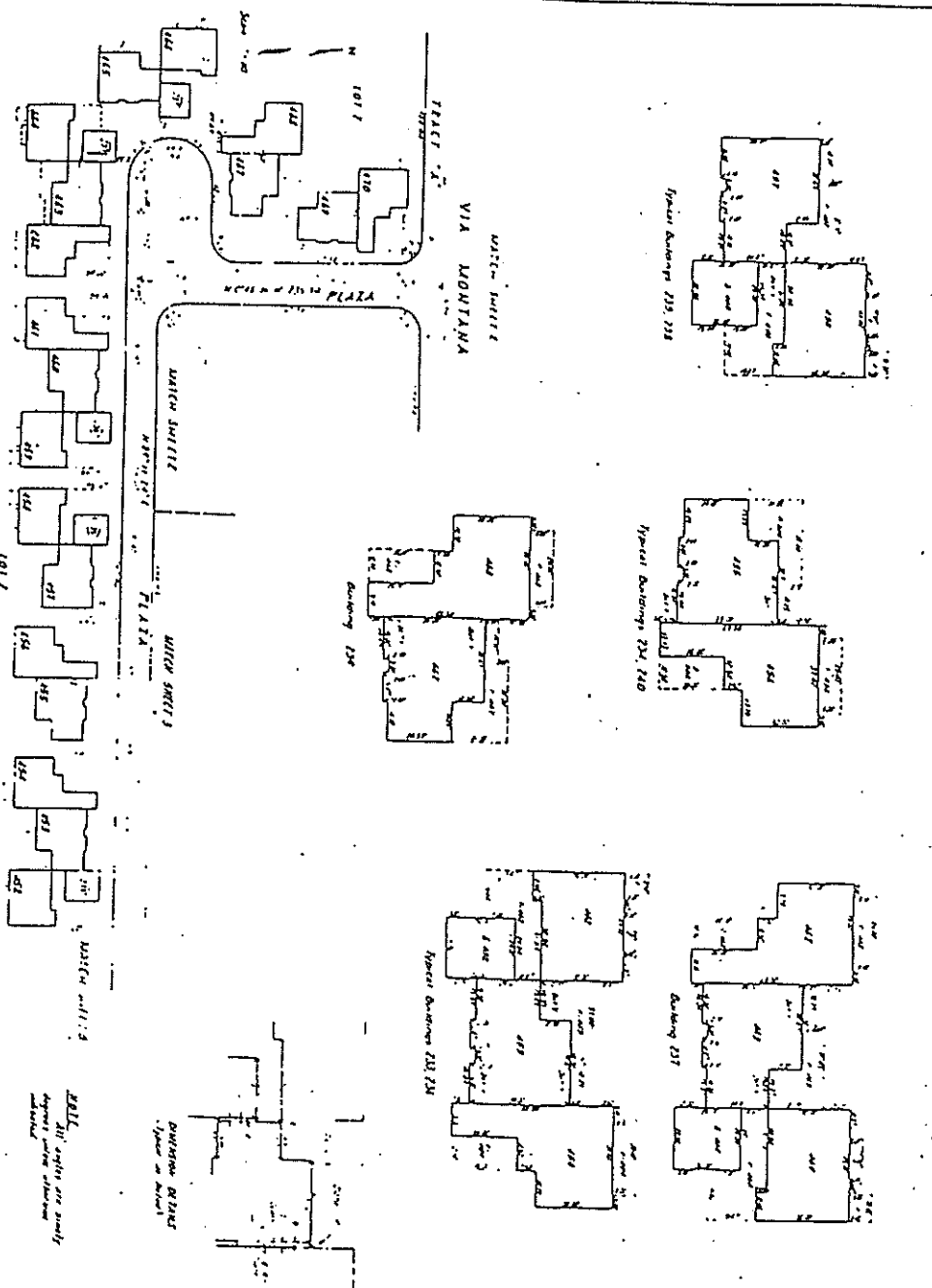
111 N. NORTON

ROSSMOOR LEISURE WORLD GOLDEN HILLS

PLAT 5 CONDOMINIUM PLAN

A SUBDIVISION OF AIR SPACE

162-7



LEGEND

100 Building Number
 101 Building
 102 Units
 103 Units
 104 Units
 105 Units
 106 Units
 107 Units
 108 Units
 109 Units
 110 Units
 111 Units
 112 Units
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 192 Units
 193 Units
 194 Units
 195 Units
 196 Units
 197 Units
 198 Units
 199 Units
 200 Units

NOTE

The proposed plan is for the subdivision and is not a final plan. It is subject to the approval of the City of Los Angeles and the State of California. The plan is subject to the approval of the City of Los Angeles and the State of California. The plan is subject to the approval of the City of Los Angeles and the State of California.

UNIT	UNIT NO.	UNIT AREA	UNIT PRICE	UNIT STATUS
1	101	1000	100000	100000
2	102	1000	100000	100000
3	103	1000	100000	100000
4	104	1000	100000	100000
5	105	1000	100000	100000
6	106	1000	100000	100000
7	107	1000	100000	100000
8	108	1000	100000	100000
9	109	1000	100000	100000
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11	111	1000	100000	100000
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41	141	1000	100000	100000
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99	199	1000	100000	100000
100	200	1000	100000	100000

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104

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5 (Lots 1 & 2)

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 April 9, 1973, and recorded in the office of the County Recorder of Maricopa County, Arizona, in Docket 10130, page 1422-1455, 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 162, page 6. 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. That Plat heretofore recorded in Book 162 of Maps, page 7 of Maricopa County Recorder, and which is attached to the Declaration as Exhibit D is hereby amended by that "Rossmoor Leisure World Golden Hills Plat 5 Condominium Plan Amended" heretofore recorded in Book 169 of Maps, page 1, County Recorder of Maricopa County, Arizona.

0.3. 2. Article III of the Declaration is hereby amended to read as follows:

"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, and any improvements placed thereon by Declarant at the time of the initial construction, are reserved for the exclusive use of the owners of such Unit but may not be cultivated, 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 as originally improved by Declarant, the Limited Common Areas shall be repaired and maintained by the Council in the same manner as Common Area."

3. Exhibit "C" of the Declaration is hereby amended to read in accordance with Exhibit "B" attached to this Amendment.

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

IN WITNESS WHEREOF, Declarant has affixed its signature this 6th day of November, 1973.

WESTERN SERVICE CORPORATION,
an Arizona corporation

BY Jack S. Lake
Its Vice President

STATE OF ARIZONA)
County of Maricopa) ss:

ON THIS, the 6th day of November, 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.

Maury H. Merrill
Notary Public

My Commission Expires Sept. 13, 1974

EXHIBIT "A"

Lots 1 & 2, Rossmoor Leisure World
Golden Hills Plat 5, a subdivision, recorded
in Book 162, page 6, in the office
of the Recorder of Maricopa County, Arizona.

3819

ROSS.) LEISURE WORLD GOLDEN H.)
Unit 5

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
419	.0141	463	.0120
420	.0127	464	.0138
421	.0149	465	.0120
422	.0154	466	.0137
423	.0149	467	.0134
424	.0129	468	.0120
425	.0141	469	.0120
426	.0116	470	.0134
427	.0128	471	.0113
428	.0139	472	.0113
429	.0154	473	.0132
430	.0154	474	.0120
431	.0137	475	.0137
432	.0122	476	.0130
433	.0116	477	.0140
434	.0144	478	.0125
435	.0134	479	.0123
436	.0150	480	.0141
437	.0154	481	.0130
438	.0149	482	.0137
439	.0123	483	.0137
440	.0141	484	.0132
441	.0132	485	.0113
442	.0137	486	.0113
443	.0132	487	.0141
444	.0137	488	.0122
445	.0132	489	.0132
446	.0130	490	.0113
447	.0137	491	.0113
448	.0130	492	.0132
449	.0132	493	.0120
450	.0120	494	.0141
451	.0137		
452	.0137		
453	.0122		
454	.0132		
455	.0120		
456	.0130		
457	.0120		
458	.0137		
459	.0138		
460	.0122		
461	.0132		
462	.0130		
		TOTAL	1.0000

ROSSMOOR

LEISURE WORLD

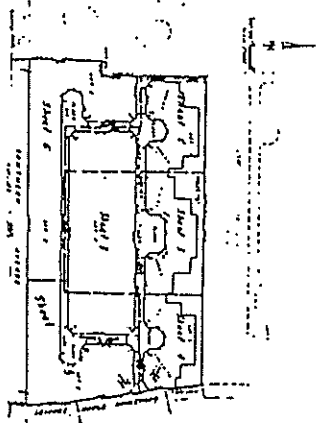
GOLDEN HILLS

PLAT 5

CONDOMINIUM PLAN

A SUBDIVISION OF AIRSPACE LOCATED UPON LOTS 1 & 2
MOSSBROOK LEISURE WORLD GOLDEN HILLS PLAT 5
MARICOPA COUNTY, ARIZONA

169-1



SHEET INDEX MAP

• SHEETS SHOWING THIS PROJECT
• SHEETS SHOWING THIS PROJECT

NOTE:
The proposed building of this subdivision shall not be constructed until the applicant has obtained all necessary permits from the appropriate authorities. The applicant shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate authorities. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate authorities.

RECORD MAPS:
① See also for 11 in subdivision No. 7 of 1971 of Ariz. Code
② See also for 12 in subdivision No. 7 of 1971 of Ariz. Code
③ See also for 13 in subdivision No. 7 of 1971 of Ariz. Code



TOUPS ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
A PLANNING RESEARCH CORPORATION CONSULTANT
1001 N. 10th St.
Phoenix, Arizona 85004
TEL: 252-1100

ROSSMOOR LEISURE WORLD GOLDEN HILLS

PLAT 5 CONDOMINIUM PLAN

AMENDED
A SUBDIVISION OF AIR SPACE

169-1

LESLER

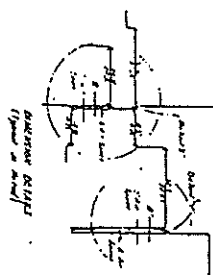
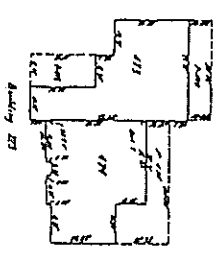
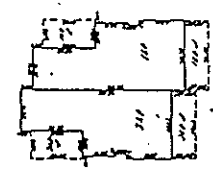
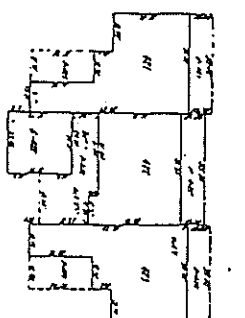
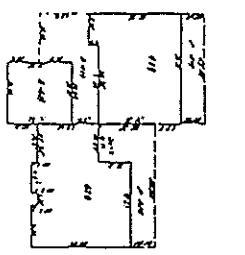
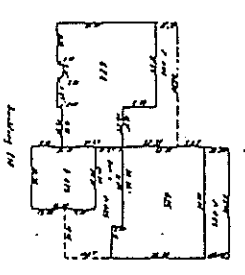
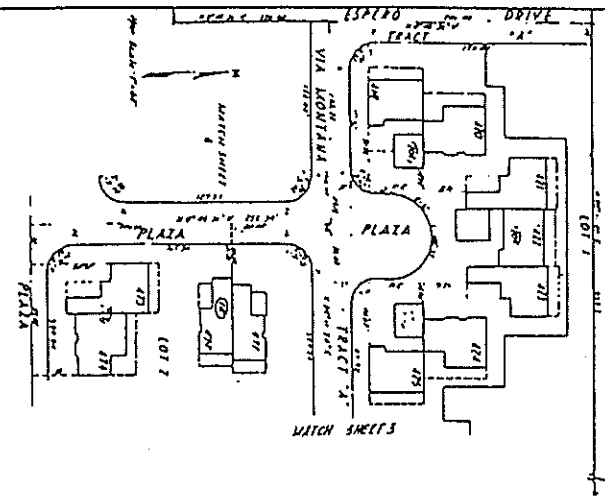
- ☉ Building Number
- 169-1
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- 169-99
- 169-100

NOTE

The following shall be the minimum requirements for the construction of the building and shall be in accordance with the provisions of the applicable laws and regulations of the State of California and the County of Los Angeles. The building shall be constructed in accordance with the provisions of the applicable laws and regulations of the State of California and the County of Los Angeles. The building shall be constructed in accordance with the provisions of the applicable laws and regulations of the State of California and the County of Los Angeles.

ATTENTION: ALLIANCE

315 - 31st Street, Los Angeles, CA 90012
 213 - 31st Street, Los Angeles, CA 90012
 213 - 31st Street, Los Angeles, CA 90012



NOTE: All rights are hereby reserved.



UNIT	TYPE	AREA	PRICE
1	1 BR	700	\$100,000
2	1 BR	700	\$100,000
3	1 BR	700	\$100,000
4	1 BR	700	\$100,000
5	1 BR	700	\$100,000
6	1 BR	700	\$100,000
7	1 BR	700	\$100,000
8	1 BR	700	\$100,000
9	1 BR	700	\$100,000
10	1 BR	700	\$100,000
11	1 BR	700	\$100,000
12	1 BR	700	\$100,000
13	1 BR	700	\$100,000
14	1 BR	700	\$100,000
15	1 BR	700	\$100,000
16	1 BR	700	\$100,000
17	1 BR	700	\$100,000
18	1 BR	700	\$100,000
19	1 BR	700	\$100,000
20	1 BR	700	\$100,000
21	1 BR	700	\$100,000
22	1 BR	700	\$100,000
23	1 BR	700	\$100,000
24	1 BR	700	\$100,000
25	1 BR	700	\$100,000
26	1 BR	700	\$100,000
27	1 BR	700	\$100,000
28	1 BR	700	\$100,000
29	1 BR	700	\$100,000
30	1 BR	700	\$100,000
31	1 BR	700	\$100,000
32	1 BR	700	\$100,000
33	1 BR	700	\$100,000
34	1 BR	700	\$100,000
35	1 BR	700	\$100,000
36	1 BR	700	\$100,000
37	1 BR	700	\$100,000
38	1 BR	700	\$100,000
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100	1 BR	700	\$100,000

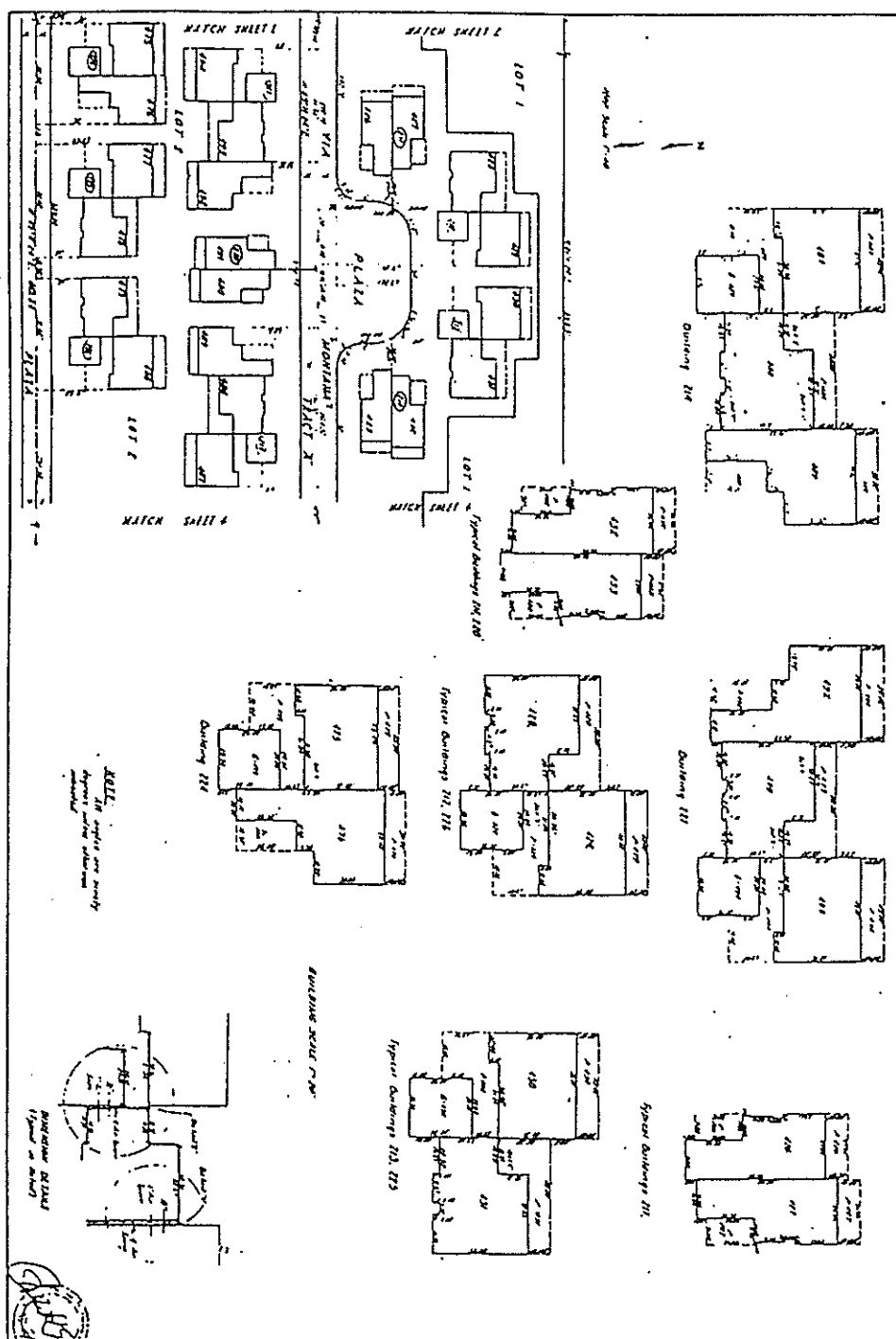
DATE: MAY 1971

ROSSMOOR LEISURE WORLD GOLDEN HILLS

PLAT 5 CONDOMINIUM PLAN AMENDED A SUBDIVISION OF AIR SPACE

169-1

3/24/81
 [Signature]
 [Title]



LEGEND

- ① Building Number
- ② Unit
- ③ Wall
- ④ Door
- ⑤ Window
- ⑥ Stair
- ⑦ Elevator
- ⑧ Mechanical Room
- ⑨ Utility Room
- ⑩ Storage Room
- ⑪ Common Area
- ⑫ Other

NOTES:
 1. The owner of the unit shall be responsible for the maintenance and repair of the unit and the interior of the unit.
 2. The owner of the unit shall be responsible for the maintenance and repair of the unit and the interior of the unit.
 3. The owner of the unit shall be responsible for the maintenance and repair of the unit and the interior of the unit.

NOTES:
 1. The owner of the unit shall be responsible for the maintenance and repair of the unit and the interior of the unit.
 2. The owner of the unit shall be responsible for the maintenance and repair of the unit and the interior of the unit.
 3. The owner of the unit shall be responsible for the maintenance and repair of the unit and the interior of the unit.

BUILDING	UNIT	PLAT/SECTION	TOTAL AREA (SQ. FT.)
1	101	101	1000
1	102	102	1000
1	103	103	1000
1	104	104	1000
1	105	105	1000
1	106	106	1000
1	107	107	1000
1	108	108	1000
1	109	109	1000
1	110	110	1000
1	111	111	1000
1	112	112	1000
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1	195	195	1000
1	196	196	1000
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1	199	199	1000
1	200	200	1000



SCALE: AS SHOWN ON SHEET 1 OF 2
 DATE: 3/24/81

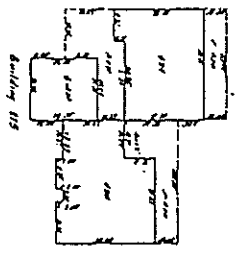
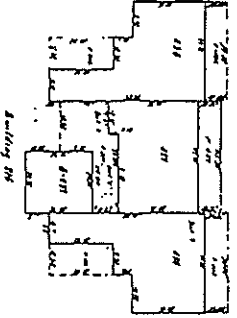
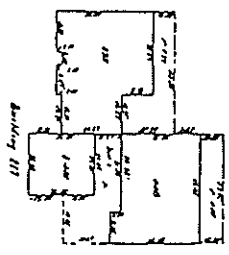
ROSSMOOR LEISURE WORLD GOLDEN HILLS

PLAT 5 CONDOMINIUM PLAN

169-1

AMENDED
A SUBDIVISION OF AIR SPACE

3/3/87
W.M. & J. M. & W. S. HENNINGSON, INC.
ATTORNEYS AT LAW
311 S. BISHOP AVENUE
SALT LAKE CITY, UTAH 84143



BUILDINGS SCALE 1"=40'

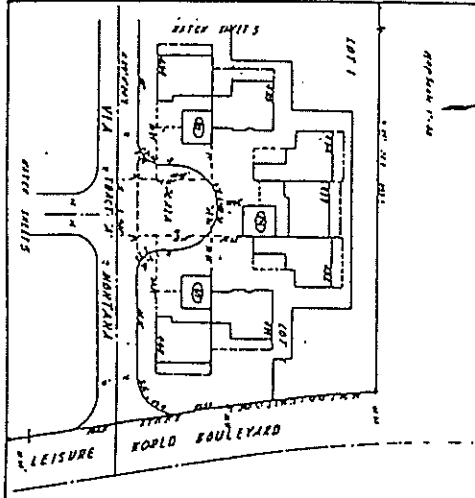
LEGEND

- (117) Building Number
- 117-1 Unit
- 117-2 Unit
- 117-3 Unit
- 117-4 Unit
- 117-5 Unit
- 117-6 Unit
- 117-7 Unit
- 117-8 Unit
- 117-9 Unit
- 117-10 Unit
- 117-11 Unit
- 117-12 Unit
- 117-13 Unit
- 117-14 Unit
- 117-15 Unit
- 117-16 Unit
- 117-17 Unit
- 117-18 Unit
- 117-19 Unit
- 117-20 Unit
- 117-21 Unit
- 117-22 Unit
- 117-23 Unit
- 117-24 Unit
- 117-25 Unit
- 117-26 Unit
- 117-27 Unit
- 117-28 Unit
- 117-29 Unit
- 117-30 Unit
- 117-31 Unit
- 117-32 Unit
- 117-33 Unit
- 117-34 Unit
- 117-35 Unit
- 117-36 Unit
- 117-37 Unit
- 117-38 Unit
- 117-39 Unit
- 117-40 Unit

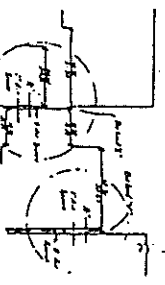
ALSO SEE

- 117-1 to 117-10
- 117-11 to 117-20
- 117-21 to 117-30
- 117-31 to 117-40

NOTE:
The relative positions of the individual units in each building are shown on the floor plan. The relative positions of the buildings are shown on the site plan. The relative positions of the units in each building are shown on the floor plan. The relative positions of the buildings are shown on the site plan.



NOTE:
All units are shown approximately to scale.



BUILDING UNIT SCALE 1"=40'

W.M. & J. M. & W. S. HENNINGSON, INC.
ATTORNEYS AT LAW

BUILDING	UNIT	117-1 to 117-40	118-1 to 118-4	119-1 to 119-4
117	1			
117	2			
117	3			
117	4			
117	5			
117	6			
117	7			
117	8			
117	9			
117	10			
117	11			
117	12			
117	13			
117	14			
117	15			
117	16			
117	17			
117	18			
117	19			
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117	35			
117	36			
117	37			
117	38			
117	39			
117	40			

39.5
SECOND AMENDMENT

RECORDED: DKT 10748
PP. 290-300
7/19/1974

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5
(Lots 1 & 2 and a portion of Tract B)

This Second 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 April 9, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10130, page 1422-1455, 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 162, page 6. 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, Declarant has executed and recorded that certain First Amendment to Declaration of Covenants, Conditions and Restrictions ("the First Amendment"), dated November 6, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10443, pages 583-586; and

WHEREAS, it is the desire of the Declarant to further 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 further amend the same as follows

1. That Plat heretofore recorded in Book 169 of Maps, page 1, County Recorder of Maricopa County, Arizona, which was made a part of the First Amendment, is hereby amended by that "Rossmoor Leisure World Golden Hills Plat 5 Condominium Plan Second Amended" heretofore recorded in Book 174 of Maps, page 13, County Recorder of Maricopa County, Arizona, a copy of which is attached hereto as "Exhibit D" and incorporated herein by reference.

40-5
2. Exhibit "A", originally attached to the Declaration, and to the First Amendment, is hereby amended to include all that area set forth on Exhibit "B" attached hereto and incorporated herein by reference.

3. Exhibit "B" of the First Amendment is hereby amended to read in accordance with Exhibit "C" attached hereto and incorporated herein by reference.

4. Article I(12) is hereby amended to read as follows:

"Development" means the entire contemplated Leisure World-Golden Hills Adult Community as described on Exhibit "B", provided, however, that said contemplated area may, at the option of Declarant, be hereafter further expanded or limited. The ownership of dwelling units within said Community may be through condominium, deeded lot, or other method of ownership."

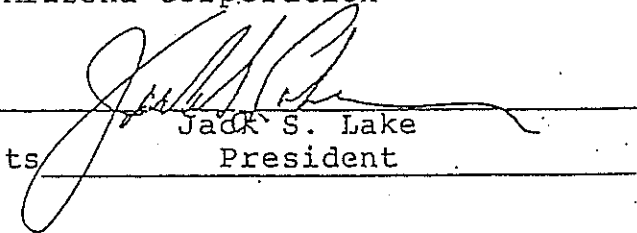
5. Except as amended hereby, all provisions, terms and conditions of the Declaration and First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has affixed its signature this 1 day of JULY, 1974.

WESTERN SERVICE CORPORATION,
an Arizona corporation

BY

Its


Jack S. Lake
President

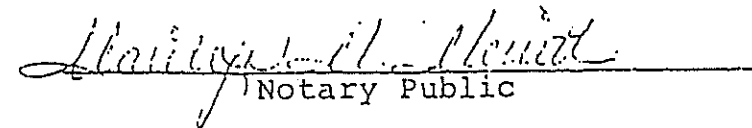
STATE OF ARIZONA)

) ss:

County of Maricopa)

ON THIS, the 01 day of July, 1974, before me, the undersigned Notary Public, personally appeared JACK S. LAKE, who acknowledged himself to be the 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.


Notary Public

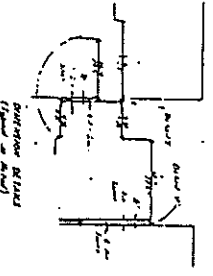
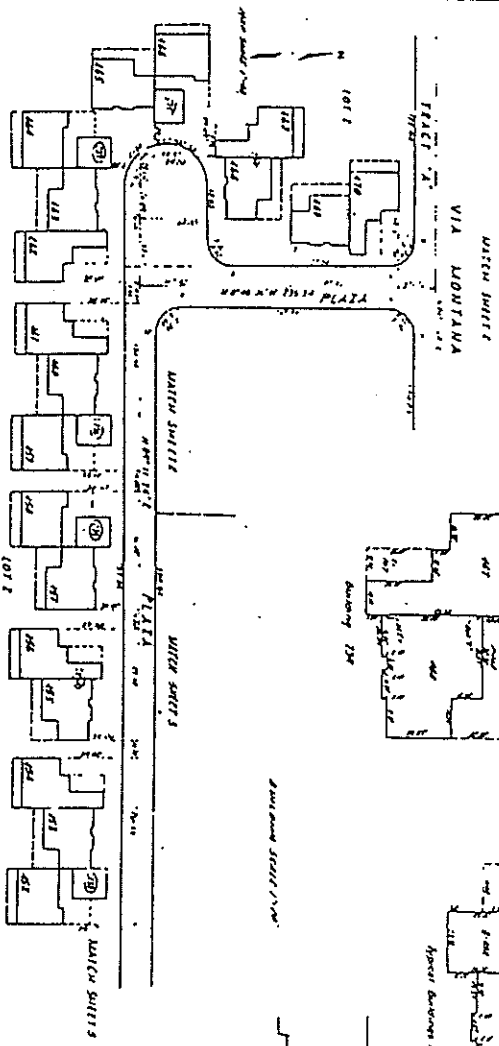
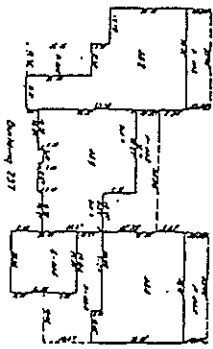
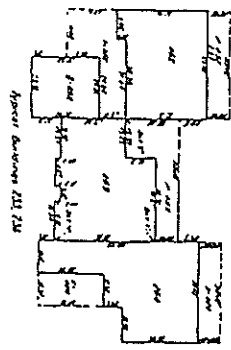
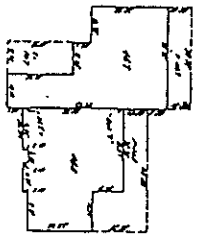
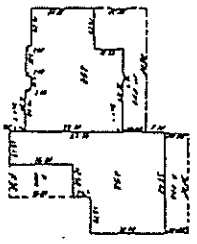
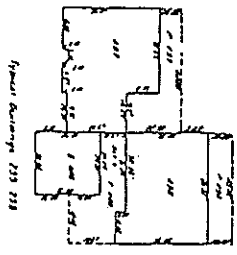
My commission expires:
My Commission Expires Sept. 3, 1974

ROSSMOOR LEISURE WORLD GOLDEN HILLS

PLAT 5 CONDOMINIUM PLAN AMENDED A SUBDIVISION OF AIR SPACE

169-1

REC-1234
FILED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT
SACRAMENTO, CALIFORNIA
JANUARY 15, 1991
BY: J. W. [Signature]



UNIT	SQ. FT.	SQ. FT. PER UNIT	GARAGE	STAIRS	BALCONY	TOTAL AREA	COUNT	
							Garage	Stairs
235	1,000	1,000	1	1	1	1,000	1	1
236	1,000	1,000	1	1	1	1,000	1	1
234	1,000	1,000	1	1	1	1,000	1	1
230	1,000	1,000	1	1	1	1,000	1	1
238	1,000	1,000	1	1	1	1,000	1	1
211	1,000	1,000	1	1	1	1,000	1	1
212	1,000	1,000	1	1	1	1,000	1	1
217	1,000	1,000	1	1	1	1,000	1	1

NOTE:
The proposed division of the air space is being made in accordance with Section 4041 of the Civil Code, which provides that the division of air space into condominium units is valid if the same is made in accordance with the provisions of this Code and the provisions of the proposed division of air space in this plan are in compliance with the provisions of this Code and the provisions of the proposed division of air space in this plan.

ATTORNEY:
J. W. [Signature]
169-1
169-1
169-1

NOTE:
All rights are hereby reserved.
(Signed: [Signature])

[Handwritten Signature]



State No. [Number] - State No. [Number]

1.5

EXHIBIT "A"

Lots 1 & 2, Rossmoor Leisure World Golden Hills
Plat 5, a subdivision, recorded in Book 162, page
6, in the Office of the Recorder of Maricopa County,
Arizona.

12-5

EXHIBIT "B"

Lots 1 & 2, Rossmoor Leisure World Golden Hills
Plat 5, a subdivision, recorded in Book 162, page
6, in the Office of the Recorder of Maricopa County,
Arizona.

A parcel of land situated in Tract "B" of Rossmoor
Leisure World Golden Hills Plat 5, a subdivision re-
corded in Book 162 of Maps, page 6, Maricopa County,
Arizona, more particularly described as follows:

Beginning at the S 1/4 Corner of Section 25, T-1-N,
R-6-E, G&SRB&M, Maricopa County, Arizona; thence
N 0° 06' 51" W, 511.05 feet; thence N 89° 11' 24" E,
619.05 feet to the True Point of Beginning; thence
continuing N 89° 11' 24" E, 26.87 feet; thence S 0°
48' 36" E, 20.58 feet; thence N 0° 48' 36" W, 20.58 feet
to the True Point of Beginning.

48

EXHIBIT "C"

ROSSMOOR LEISURE WORLD GOLDEN HILLS
Plat 5

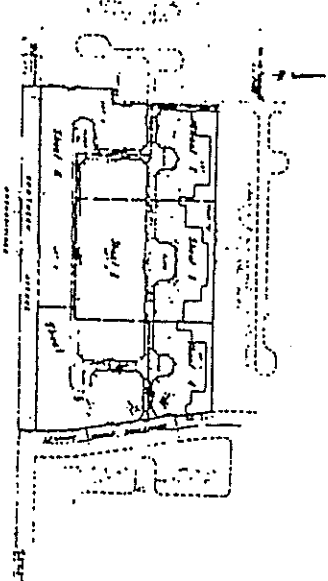
Percentage Interest Which Each Unit Bears to and
Owns in the Common Area

Unit Number	Percent of Total Common Area	Unit Number	Percent of Total Common Area
419X	.0195	461	.0140
420X	.0179	462	.0140
421X	.0187	463	.0128
422X	.0188	464	.0144
423X	.0195	465	.0128
424X	.0188	466	.0144
425X	.0195	467	.0143
426X	.0187	468	.0128
427X	.0195	469	.0128
428X	.0188	470	.0140
429X	.0195	471	.0119
430X	.0179	472	.0119
431X	.0195	473	.0140
432X	.0188	474	.0128
433	Deleted	475	.0144
434	Deleted	476	.0140
435	Deleted	477	.0148
436	Deleted	478	.0132
437	Deleted	479	.0132
438	Deleted	480	.0148
439	Deleted	481	.0140
440	Deleted	482	.0144
441	.0140	483	.0128
442	.0144	484	.0140
443	.0140	485	.0119
444	.0144	486	.0119
445	.0140	487	.0148
446	.0140	488	.0128
447	.0144	489	.0140
448	.0140	490	.0119
449	.0140	491	.0119
450	.0128	492	.0140
451	.0144	493	.0128
452	.0144	494	.0148
453	.0128		
454	.0140		
455	.0128		
456	.0140		
457	.0128		
458	.0144		
459	.0144		
460	.0128		
		TOTAL	1.0000

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5

CONDOMINIUM PLAN

SECOND AMENDED
A. SUBDIVISION OF LANDS LOCATED UPON LOTS 182
& A PORTION OF TRACT 2
ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5
MARICOPA COUNTY, ARIZONA



SHEET INDEX MAP

NOTE:
The Engineer's plan is prepared on the basis of the information furnished by the owner and is not a warranty of the accuracy of the information furnished. The Engineer is not responsible for the accuracy of the information furnished by the owner.

ALSO SEE:
① 174-13-10
② 174-13-11
③ 174-13-12
④ 174-13-13

TOUPS ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
4155 AVENUE 10, SUITE 100, PHOENIX, ARIZONA 85018
PH: 948-3333
FAX: 948-3334

174-13

DATE: 10/1/88
DRAWN BY: J. L. BROWN
CHECKED BY: J. L. BROWN
APPROVED BY: J. L. BROWN

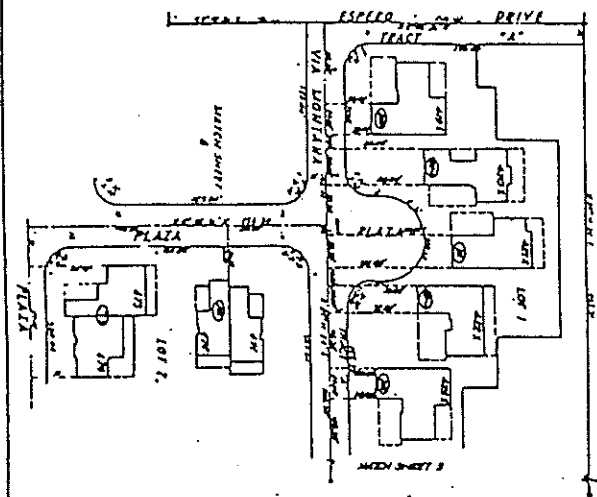
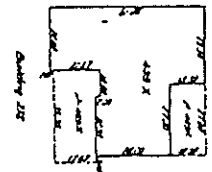
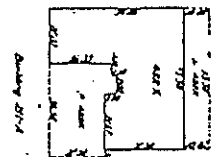
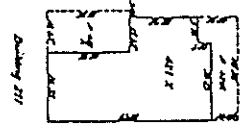
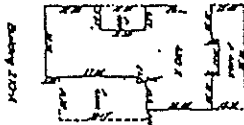
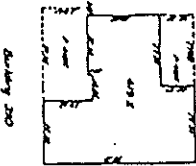
ROSSMOOR LEISURE WORLD GOLDEN HILLS

174-13

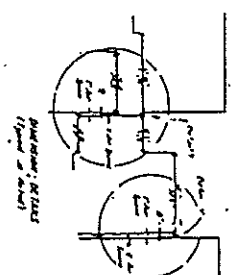
PLAT 5 CONDOMINIUM PLAN

SECOND AMENDED

A RENOVATION OF AIR SPACE



ALL dimensions are given in feet and inches.



LEGEND

- ① Building Number
- ② Unit
- ③ Wall
- ④ Floor
- ⑤ Ceiling
- ⑥ Stair
- ⑦ Elevator
- ⑧ Common Area
- ⑨ Mechanical Room
- ⑩ Electrical Room
- ⑪ Fire Alarm
- ⑫ Fire Exit
- ⑬ Fire Exit Door
- ⑭ Fire Exit Window
- ⑮ Fire Exit Stair
- ⑯ Fire Exit Stair Landing
- ⑰ Fire Exit Stair Landing Door
- ⑱ Fire Exit Stair Landing Window
- ⑲ Fire Exit Stair Landing Stair
- ⑳ Fire Exit Stair Landing Stair Landing
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- ㊿ Fire Exit Stair Landing Stair Landing Stair Landing Stair Landing Stair Landing Stair Landing Stair Landing Stair Landing Stair Landing Window

ALL dimensions are given in feet and inches.

ALL dimensions are given in feet and inches.

Building	Unit	Area (sq. ft.)	Volume (cu. ft.)
200	200	100	100
200	201	100	100
200	202	100	100
200	203	100	100
200	204	100	100
200	205	100	100
200	206	100	100
200	207	100	100
200	208	100	100
200	209	100	100
200	210	100	100
200	211	100	100
200	212	100	100
200	213	100	100
200	214	100	100
200	215	100	100
200	216	100	100
200	217	100	100
200	218	100	100
200	219	100	100
200	220	100	100
200	221	100	100
200	222	100	100
200	223	100	100
200	224	100	100
200	225	100	100
200	226	100	100
200	227	100	100
200	228	100	100
200	229	100	100
200	230	100	100
200	231	100	100
200	232	100	100
200	233	100	100
200	234	100	100
200	235	100	100
200	236	100	100
200	237	100	100
200	238	100	100
200	239	100	100
200	240	100	100
200	241	100	100
200	242	100	100
200	243	100	100
200	244	100	100
200	245	100	100
200	246	100	100
200	247	100	100
200	248	100	100
200	249	100	100
200	250	100	100

DATE: 10/1/13

ROSSMOOR LEISURE WORLD GOLDEN HILLS

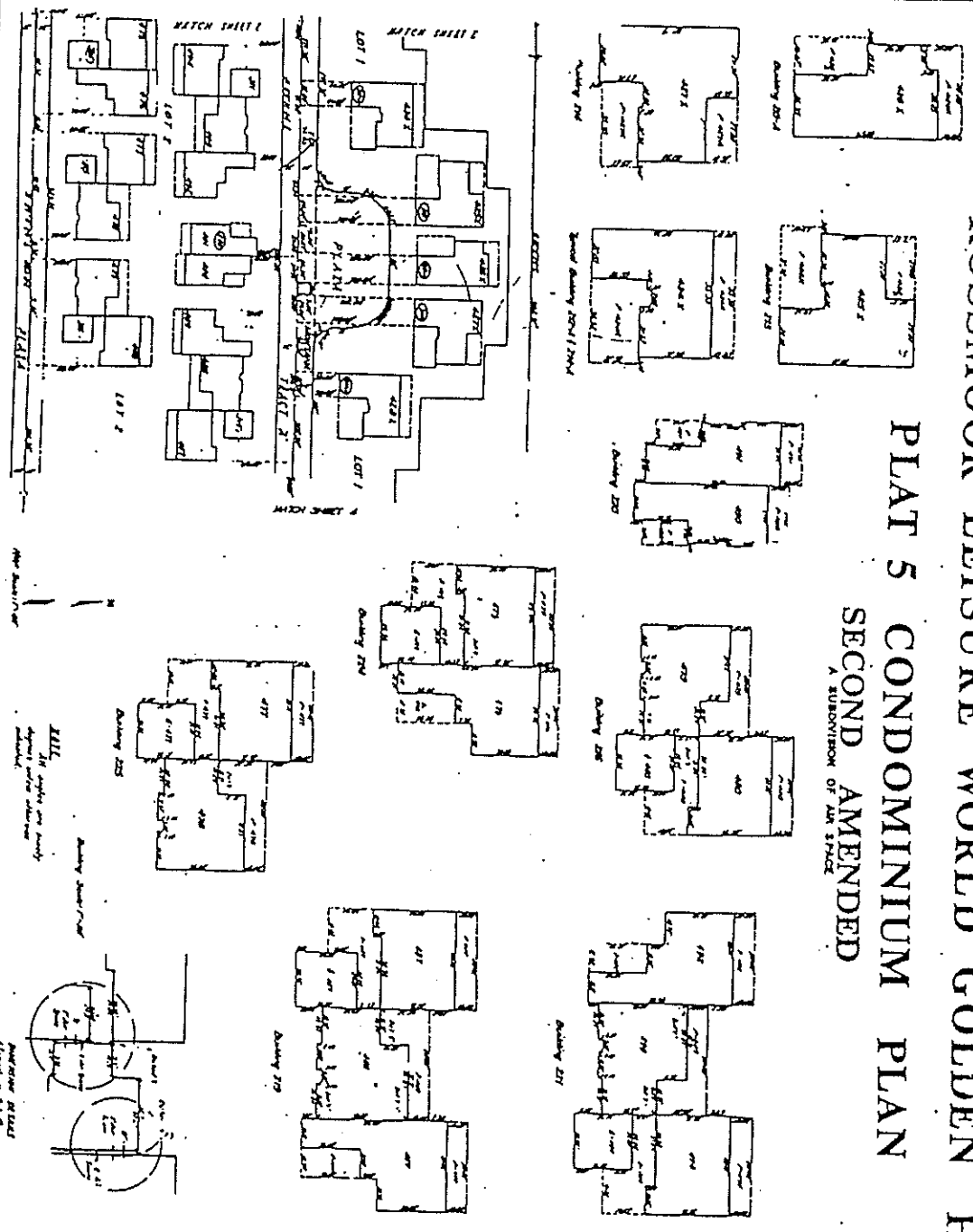
PLAT 5 CONDOMINIUM PLAN

SECOND AMENDED

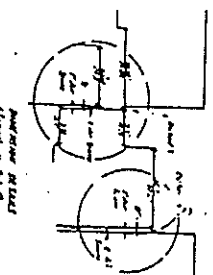
A SUBDIVISION OF LAND

174-13

157725
 [Stamp/Signature]



NOTE: All spaces are shown as approximate only. Dimensions and areas are subject to change without notice.



UNIT NO.	UNIT AREA (SQ. FT.)	UNIT PRICE	TOTAL UNIT PRICE
201	1,200	\$100,000	\$120,000
202	1,200	\$100,000	\$120,000
203	1,200	\$100,000	\$120,000
204	1,200	\$100,000	\$120,000
205	1,200	\$100,000	\$120,000
206	1,200	\$100,000	\$120,000
207	1,200	\$100,000	\$120,000
208	1,200	\$100,000	\$120,000
209	1,200	\$100,000	\$120,000
210	1,200	\$100,000	\$120,000
211	1,200	\$100,000	\$120,000
212	1,200	\$100,000	\$120,000
213	1,200	\$100,000	\$120,000
214	1,200	\$100,000	\$120,000
215	1,200	\$100,000	\$120,000
216	1,200	\$100,000	\$120,000
217	1,200	\$100,000	\$120,000
218	1,200	\$100,000	\$120,000
219	1,200	\$100,000	\$120,000
220	1,200	\$100,000	\$120,000
221	1,200	\$100,000	\$120,000
222	1,200	\$100,000	\$120,000
223	1,200	\$100,000	\$120,000
224	1,200	\$100,000	\$120,000
225	1,200	\$100,000	\$120,000
226	1,200	\$100,000	\$120,000
227	1,200	\$100,000	\$120,000
228	1,200	\$100,000	\$120,000
229	1,200	\$100,000	\$120,000
230	1,200	\$100,000	\$120,000
231	1,200	\$100,000	\$120,000
232	1,200	\$100,000	\$120,000
233	1,200	\$100,000	\$120,000
234	1,200	\$100,000	\$120,000
235	1,200	\$100,000	\$120,000
236	1,200	\$100,000	\$120,000
237	1,200	\$100,000	\$120,000
238	1,200	\$100,000	\$120,000
239	1,200	\$100,000	\$120,000
240	1,200	\$100,000	\$120,000
241	1,200	\$100,000	\$120,000
242	1,200	\$100,000	\$120,000
243	1,200	\$100,000	\$120,000
244	1,200	\$100,000	\$120,000
245	1,200	\$100,000	\$120,000
246	1,200	\$100,000	\$120,000
247	1,200	\$100,000	\$120,000
248	1,200	\$100,000	\$120,000
249	1,200	\$100,000	\$120,000
250	1,200	\$100,000	\$120,000
251	1,200	\$100,000	\$120,000
252	1,200	\$100,000	\$120,000
253	1,200	\$100,000	\$120,000
254	1,200	\$100,000	\$120,000
255	1,200	\$100,000	\$120,000
256	1,200	\$100,000	\$120,000
257	1,200	\$100,000	\$120,000
258	1,200	\$100,000	\$120,000
259	1,200	\$100,000	\$120,000
260	1,200	\$100,000	\$120,000
261	1,200	\$100,000	\$120,000
262	1,200	\$100,000	\$120,000
263	1,200	\$100,000	\$120,000
264	1,200	\$100,000	\$120,000
265	1,200	\$100,000	\$120,000
266	1,200	\$100,000	\$120,000
267	1,200	\$100,000	\$120,000
268	1,200	\$100,000	\$120,000
269	1,200	\$100,000	\$120,000
270	1,200	\$100,000	\$120,000
271	1,200	\$100,000	\$120,000
272	1,200	\$100,000	\$120,000
273	1,200	\$100,000	\$120,000
274	1,200	\$100,000	\$120,000
275	1,200	\$100,000	\$120,000
276	1,200	\$100,000	\$120,000
277	1,200	\$100,000	\$120,000
278	1,200	\$100,000	\$120,000
279	1,200	\$100,000	\$120,000
280	1,200	\$100,000	\$120,000
281	1,200	\$100,000	\$120,000
282	1,200	\$100,000	\$120,000
283	1,200	\$100,000	\$120,000
284	1,200	\$100,000	\$120,000
285	1,200	\$100,000	\$120,000
286	1,200	\$100,000	\$120,000
287	1,200	\$100,000	\$120,000
288	1,200	\$100,000	\$120,000
289	1,200	\$100,000	\$120,000
290	1,200	\$100,000	\$120,000
291	1,200	\$100,000	\$120,000
292	1,200	\$100,000	\$120,000
293	1,200	\$100,000	\$120,000
294	1,200	\$100,000	\$120,000
295	1,200	\$100,000	\$120,000
296	1,200	\$100,000	\$120,000
297	1,200	\$100,000	\$120,000
298	1,200	\$100,000	\$120,000
299	1,200	\$100,000	\$120,000
300	1,200	\$100,000	\$120,000

NOTES:
 1. All dimensions are approximate and subject to change without notice.
 2. The area of each unit is shown in the table above.
 3. The price of each unit is shown in the table above.
 4. The total price of each unit is shown in the table above.
 5. The area of each unit is shown in the table above.
 6. The price of each unit is shown in the table above.
 7. The total price of each unit is shown in the table above.

LEASER:
 [Name]
 [Address]
 [City, State, Zip]

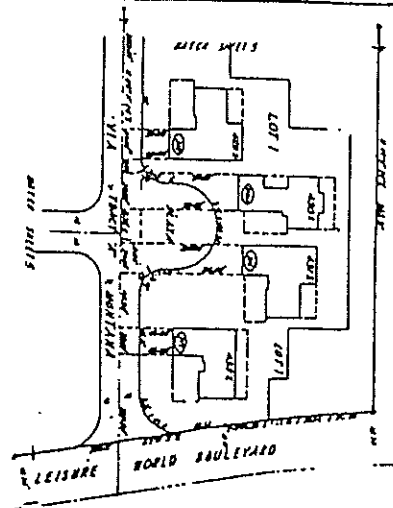
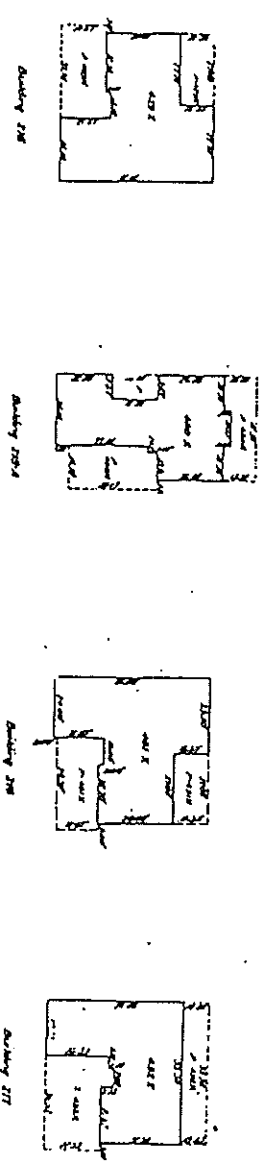
ROSSMOOR LEISURE WORLD GOLDEN HILLS 174-13

PLAT 5 CONDOMINIUM PLAN

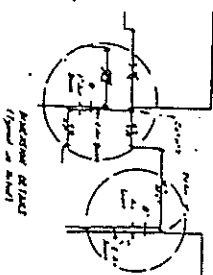
SECOND AMENDED

A SUBDIVISION OF AIR SPACE

1987
 [Stamp: RECORDS & PERMITS DEPARTMENT, CITY OF LOS ANGELES, 174-13]



NOTE:
 All spaces are newly
 constructed and shown
 as such.



LEGEND

- ① Building Number
- ② Area
- ③ Unit or Area
- ④ Area
- ⑤ Area
- ⑥ Area
- ⑦ Area
- ⑧ Area
- ⑨ Area
- ⑩ Area
- ⑪ Area
- ⑫ Area
- ⑬ Area
- ⑭ Area
- ⑮ Area
- ⑯ Area
- ⑰ Area
- ⑱ Area
- ⑲ Area
- ⑳ Area
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- ㉝ Area
- ㉞ Area
- ㉟ Area
- ㊱ Area
- ㊲ Area
- ㊳ Area
- ㊴ Area
- ㊵ Area
- ㊶ Area
- ㊷ Area
- ㊸ Area
- ㊹ Area
- ㊺ Area
- ㊻ Area
- ㊼ Area
- ㊽ Area
- ㊾ Area
- ㊿ Area

ALERT BUYER
 ① A copy of the Declaration of Condominium Ownership and the Declaration of Covenants, Conditions and Restrictions shall be provided to the buyer at the time of purchase of the unit.
 ② A copy of the Declaration of Condominium Ownership and the Declaration of Covenants, Conditions and Restrictions shall be provided to the buyer at the time of purchase of the unit.
 ③ A copy of the Declaration of Condominium Ownership and the Declaration of Covenants, Conditions and Restrictions shall be provided to the buyer at the time of purchase of the unit.

NOTE:
 The various portions of the plan shown are not to scale and are shown for informational purposes only. The actual construction of the project shall be in accordance with the approved plans and specifications. The owner shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

UNIT	UNIT NUMBER	UNIT TYPE	UNIT AREA	UNIT PRICE	UNIT STATUS
1	204	STUDIO	450	\$150,000	AVAILABLE
2	205	1 BR	550	\$180,000	AVAILABLE
3	206	1 BR	550	\$180,000	AVAILABLE
4	207	1 BR	550	\$180,000	AVAILABLE

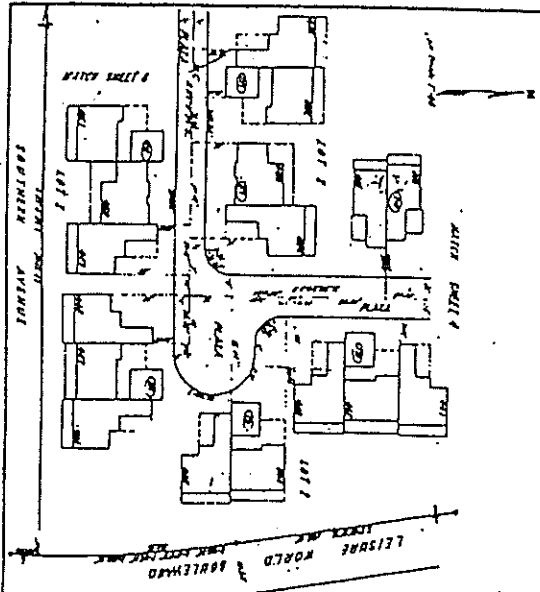
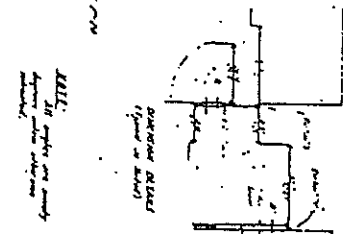
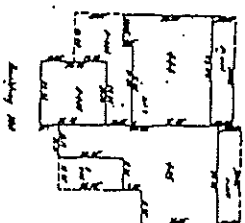
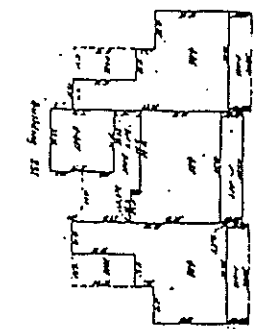
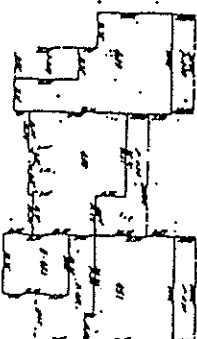
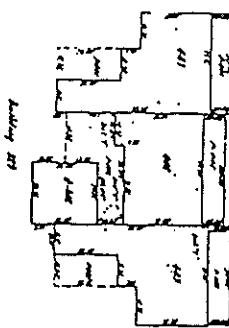
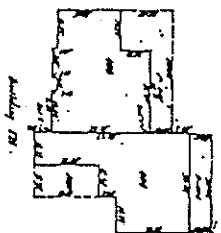
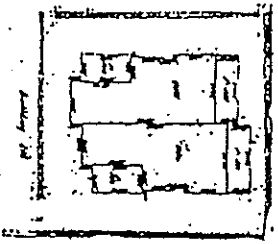
174-13
 [Stamp: RECORDS & PERMITS DEPARTMENT, CITY OF LOS ANGELES]

ROSSMOOR LEISURE WORLD GOLDEN HILLS

174-13

PLAT 5 CONDOMINIUM PLAN SECOND AMENDED

AMENDMENT OF A.M. 17



- LEGEND**
- Ⓢ Parking Area
 - Wall
 - Window
 - Door
 - Stair
 - Elevator
 - Mailbox
 - Storage
 - Kitchen
 - Bathroom
 - Bed Room
 - Living Room
 - Dining Room
 - Entrance
 - Utility
 - Balcony
 - Terrace
 - Pool
 - Spa
 - Gym
 - Clubhouse
 - Office
 - Reception
 - Security

NOTE: All units are finished to the highest quality. The finishing of the units is subject to change without notice. The finish is to be determined by the Architect at the time of construction. The finish is to be determined by the Architect at the time of construction.

LEGAL NOTE: This plan is subject to the terms and conditions set forth in the Declaration of Condominiums. A copy of the Declaration is available for review at the office of the Architect.

UNIT	OWNER	ACRES	SQ. FT.	STORY	DATE	REMARKS
101
102
103
104
105
106
107
108
...
...
...

...

ROSSMOOR LEISURE WORLD GOLDEN HILLS 174-13 PLAT 5 CONDOMINIUM PLAN SECOND AMENDED

A SUBDIVISION OF AIR SPACE

LEGEND

- ⊕ Building Structure
- Air Shaft
- Pool
- ▨ Deck
- ▧ Ramp
- △ Air Conditioning
- Elevator Lobby
- Elevator Lobby

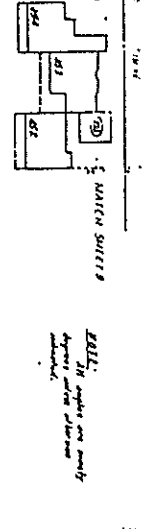
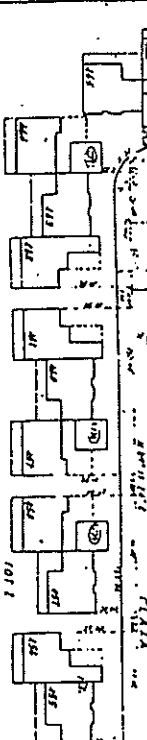
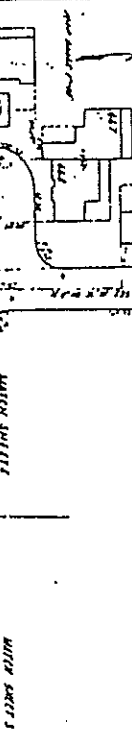
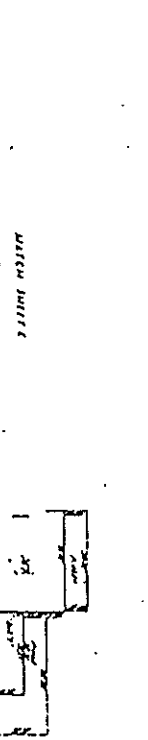
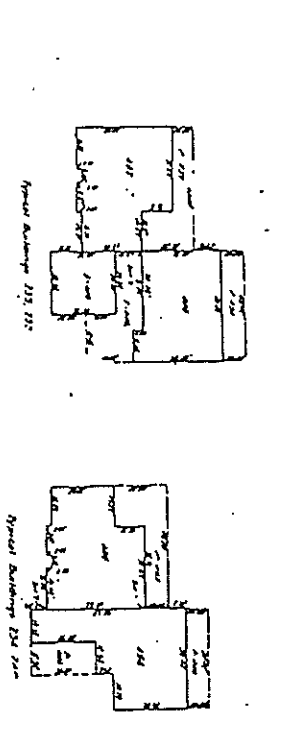
NOTES

The following dimensions of this subdivision apply to all units.
 1. All units shall be constructed in accordance with the rules and regulations of the State of California, and the rules and regulations of the City of Los Angeles, and the rules and regulations of the Board of Supervisors of the County of Los Angeles.

UNIT UNIT

3-10-1975

AS AMENDED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, ON 10/15/75.



UNIT	CONSTRUCTION	UNIT	CONSTRUCTION
101		111	
102		112	
103		113	
104		114	
105		115	
106		116	
107		117	
108		118	
109		119	
110		120	
111		121	
112		122	
113		123	
114		124	
115		125	
116		126	
117		127	
118		128	
119		129	
120		130	
121		131	
122		132	
123		133	
124		134	
125		135	
126		136	
127		137	
128		138	
129		139	
130		140	
131		141	
132		142	
133		143	
134		144	
135		145	
136		146	
137		147	
138		148	
139		149	
140		150	
141		151	
142		152	
143		153	
144		154	
145		155	
146		156	
147		157	
148		158	
149		159	
150		160	
151		161	
152		162	
153		163	
154		164	
155		165	
156		166	
157		167	
158		168	
159		169	
160		170	

SEE LEGEND FOR DIMENSIONS

SEE LEGEND FOR DIMENSIONS

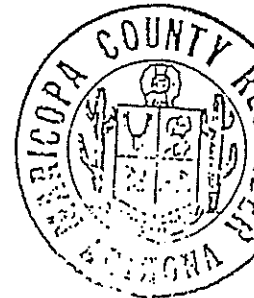
11.19.73

THIRD AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5
(Lot 1 and a portion of Tract B)



This Third 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 April 9, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10130, page 1422-1455, 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 162, page 6. 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, Declarant has executed and recorded that certain First Amendment to Declaration of Covenants, Conditions and Restrictions ("the First Amendment"), dated November 6, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10443, pages 583-586 and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions ("the Second Amendment") dated July 11, 1974 and recorded in Docket 10777, pages 537-547; and

WHEREAS, it is the desire of the Declarant to further 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 further amend the same as follows:

1. That Plat heretofore recorded in Book 174 of Maps, page 13, County Recorder of Maricopa County, Arizona, which was made a

part of the Second Amendment, is hereby further amended by that "Rossmoor Leisure World Golden Hills Plat 5 Condominium Plan Third Amended" heretofore recorded in Book 181 of Maps, page 18, County Recorder of Maricopa County, Arizona.

2. Exhibit "B" to the Second Amendment is hereby amended to include only that area set forth on Exhibit "B" attached hereto and incorporated herein by reference.

3. Exhibit "C" of the Second Amendment is hereby amended to read in accordance with Exhibit "C" attached hereto and incorporated herein by reference.

4. Article I(12) is hereby amended to read as follows:

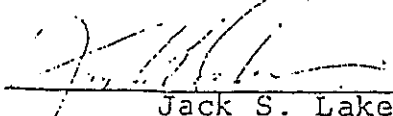
"Development" means the entire contemplated Leisure World-Golden Hills Adult Community as described on Exhibit "B," provided, however, that said contemplated area may, at the option of Declarant, be hereafter further expanded or limited. The ownership of dwelling units within said Community may be through condominium, deeded lot, or other method of ownership."

5. Declarant reserves the right at any time for a period of five years from the date hereof to further amend this Declaration to include as part of this Project all or any portion of Lot 2, Rossmoor Leisure World Golden Hills Plat 5 recorded in Book 162, page 6, Maricopa County, Arizona, together with all condominium dwelling units to be hereafter located on such land area. If Declarant hereafter so amends this Declaration, the undivided interest which each unit bears to and owns in the common area set forth on Exhibit "C" hereto shall also be amended to reflect such additional units and common area, using square footage of living area of each unit as a basis for determining a fair apportionment. Each unit owner by accepting title to a unit hereby appoints Declarant as his attorney-in-fact to execute the amendment contemplated above.

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

IN WITNESS WHEREOF, Declarant has affixed its signature this 24th day of April, 1975.

WESTERN SERVICE CORPORATION, an Arizona corporation

By  Jack S. Lake
Its President

STATE OF ARIZONA)
 : ss.
County of Maricopa)

ON THIS, the 24th day of October, 1975, before me, the undersigned Notary Public, personally appeared JACK S. LAKE, who acknowledged himself to be the 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.

Harold J. Russell
Notary Public

My Commission Expires: Sept 3, 1978

EXHIBIT "A" 91 11392-1104

Lots 1 & 2, Rossmoor Leisure World Golden Hills
Plat 5, a subdivision, recorded in Book 162, page
6, in the Office of the Recorder of Maricopa
County, Arizona.

11392-1105

EXHIBIT "B"

Lot 1, Rossmoor Leisure World Golden Hills Plat 5, a subdivision, recorded in Book 162, page 6, in the Office of the Recorder of Maricopa County, Arizona.

A parcel of land situated in Tract "B" of Rossmoor Leisure World Golden Hills Plat 5, a subdivision recorded in Book 162 of Maps, page 6, Maricopa County, Arizona, more particularly described as follows: Beginning at the S 1/4 Corner of Section 25, T-1-N, R-6-E, G&SRB&M, Maricopa County, Arizona; thence N 0° 06' 51" W, 511.05 feet; thence N 89° 11' 24" E, 619.05 feet to the True Point of Beginning; thence continuing N 89° 11' 24" E, 26.87 feet; thence S 0° 48' 36" E, 20.58 feet; thence S 89° 11' 24" W, 26.87 feet; thence N 0° 48' 36" W, 20.58 feet to the True Point of Beginning.

EXHIBIT "C"

971 11392-1106

ROSSMOOR LEISURE WORLD GOLDEN HILLS
Plat 5 Third Amended Condominium Plan

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

<u>Unit Number</u>	<u>Percent of Total Common Area</u>
419X	7.3526
420X	6.7310
421X	7.0616
422X	7.0748
423X	7.3526
424X	7.0748
425X	7.3526
426X	7.0616
427X	7.3526
428X	7.0748
429X	7.3526
430X	6.7310
431X	7.3526
432X	7.0748

STATE OF ARIZONA }
County of Maricopa } ss

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

Winston Steinhock

OCT 28 1975 - 1 30

in Docket 1975
on page 1101-1106

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

Tom Freestone

County Recorder

By *Clara King*
Deputy Recorder

61

ROSSMOOR LEISURE WORLD GOLDEN HILLS

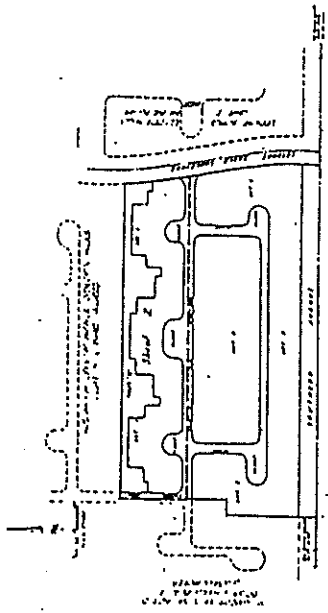
PLAT 5

CONDOMINIUM PLAN

THIRD AMENDED
A SUBDIVISION OF AIRSPACE LOCATED UPON LOT 1
8 & 4 PORTION OF TRACT "B"
ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 3
MARICOPA COUNTY, ARIZONA

ISI-18

NOT TO SCALE
ALL DIMENSIONS ARE IN FEET AND INCHES
UNLESS OTHERWISE SPECIFIED
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE
LATEST EDITIONS OF THE INTERNATIONAL BUILDING
CODES AND THE LATEST EDITIONS OF THE
INTERNATIONAL MECHANICAL AND ELECTRICAL
CODES
DATE: 11/15/88
BY: [Signature]



SHEET INDEX MAP
1. SEE SHEET 18 FOR THE LOCATION OF THIS SHEET
2. SEE SHEET 19 FOR THE LOCATION OF THIS SHEET
3. SEE SHEET 20 FOR THE LOCATION OF THIS SHEET

REVISIONS
1. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
2. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
3. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
4. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
5. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
6. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
7. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
8. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
9. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN
10. AS SHOWN ON THE PREVIOUS EDITIONS OF THIS PLAN

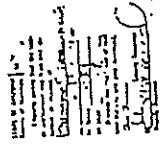
LEGEND
① 1/4" = 1' FOR THE 1/4" SCALE OF THE PLAN
② 1/8" = 1' FOR THE 1/8" SCALE OF THE PLAN
③ 1/16" = 1' FOR THE 1/16" SCALE OF THE PLAN
④ 1/32" = 1' FOR THE 1/32" SCALE OF THE PLAN
⑤ 1/64" = 1' FOR THE 1/64" SCALE OF THE PLAN
⑥ 1/128" = 1' FOR THE 1/128" SCALE OF THE PLAN
⑦ 1/256" = 1' FOR THE 1/256" SCALE OF THE PLAN
⑧ 1/512" = 1' FOR THE 1/512" SCALE OF THE PLAN
⑨ 1/1024" = 1' FOR THE 1/1024" SCALE OF THE PLAN
⑩ 1/2048" = 1' FOR THE 1/2048" SCALE OF THE PLAN

TOUPS ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
1111 AVENUE 10, PHOENIX, ARIZONA 85016
A 17 APPROVED ARCHITECTURAL COMMUNICATION COMPANY
DATE: 11/15/88
BY: [Signature]

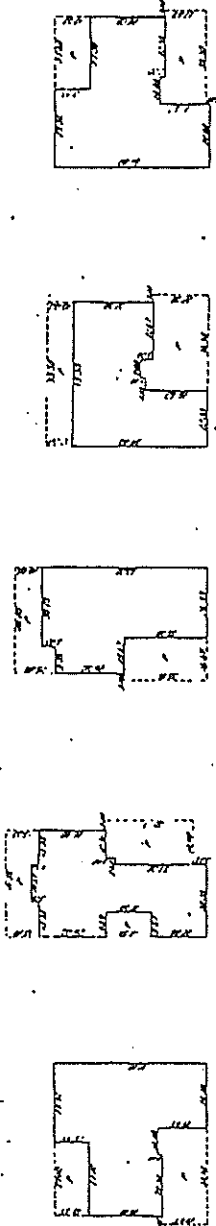
ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5 CONDOMINIUM PLAN THIRD AMENDED

A SUBDIVISION OF AIR SPACE

21/07/76



- LEGEND**
- 1. Building Number
 - 2. Unit
 - 3. Access to Common Property
 - 4. Common Property
 - 5. Common Property Boundary
 - 6. Common Property Boundary
 - 7. Common Property Boundary

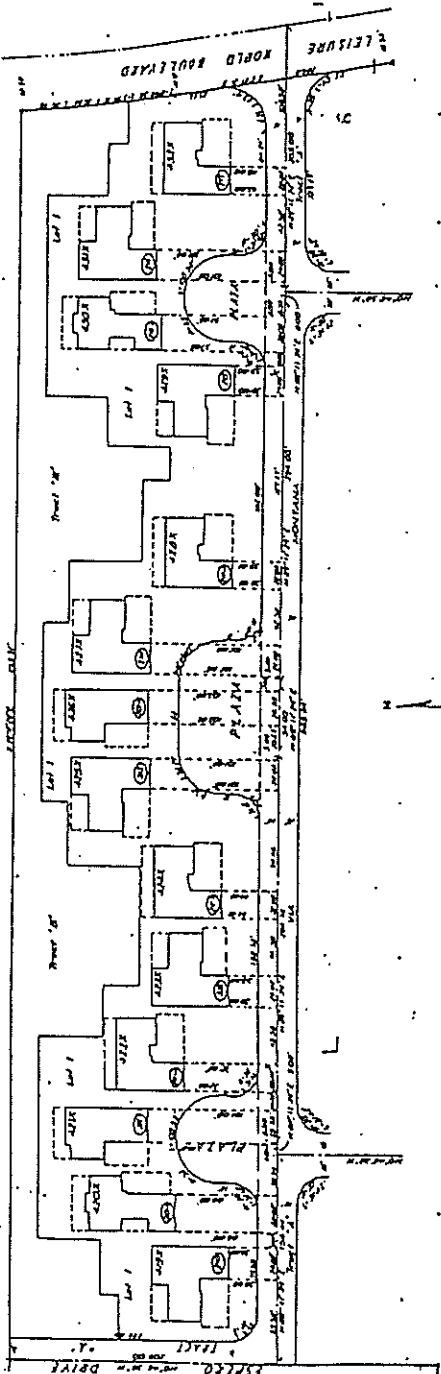


COMMON ROAD R/O

NOTE
 The following description of the proposed building is set forth
 as per the 100% floor plan, provided for the unit owner's
 review. It is noted that the actual building may vary from the
 information shown here. The developer shall be responsible for
 ensuring that the building is constructed in accordance with the
 approved plans and specifications. The developer shall be
 responsible for ensuring that the building is constructed in
 accordance with the approved plans and specifications.

UNIT	PLAN	NO.	NO. OF	NO. OF	NO. OF	NO. OF	NO. OF
1	2	3	4	5	6	7	8
1	S-5/1	1	1	1	1	1	1
2	S-5/2	1	1	1	1	1	1
3	S-5/3	1	1	1	1	1	1
4	S-5/4	1	1	1	1	1	1
5	S-5/5	1	1	1	1	1	1

ROSSMOOR LEISURE WORLD GOLDEN HILLS
 PLAT 5 CONDOMINIUM PLAN
 THIRD AMENDED



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 No part of this plan may be
 reproduced without permission.

Map Scale 1:100

63

FOURTH AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5
(Lots 1 and 2 and a Portion of Tract B)

This Third Amendment is made and entered into as of the date hereinafter set forth, by Western Savings and Loan Association, an Arizona corporation, as successor in interest to WESTERN SERVICE CORPORATION, an Arizona corporation, herein-after referred to as "Declarant."

WHEREAS, Declarant's predecessor in interest has executed and recorded that certain Declaration of Covenants, Conditions and Restrictions, ("the Declaration"), dated April 9, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10130, Page 1422-1455, 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 162, Page 6. 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, Declarant's predecessor in interest has executed and recorded that certain First Amendment to Declaration of Covenants, Conditions and Restrictions ("the First Amendment"), dated November 6, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10443, Pages 583 - 586 and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions ("the Second Amendment") dated July 11, 1974 and recorded in Docket 10777, pages 537, 547; and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions ("the Third Amendment") dated October 24, 1975 and recorded in Docket 11392, Pages 1101 - 1106; and

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

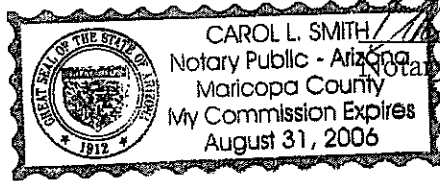
WHEREAS, Paragraph 5 of the Third Amendment permits Declarant within five years from the date hereof, to amend the Declaration to include within the Project all of Lot 2 of Rossmoor Leisure World Golden Hills Plat 5 recorded in Book 162 of Maps, Page 6, together with any condominium dwelling units to be located thereon; and

WHEREAS, such five year period has not yet expired and Declarant so desires to include said Lot 2 and all condominium units to be located thereon within the Project;

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



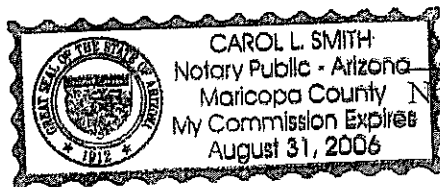
Carol L. Smith

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

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

1. That Plat heretofore recorded in Book 181 of Maps, Page 18, County Recorder of Maricopa County, Arizona, which was made a part of the Third Amendment, is hereby amended by adding to and including within the Project those units and that area as shown on that Rossmoor Leisure World Golden Hills Plat 5 Condominium Plan Fifth Amended" heretofore recorded in Book 187 of Maps, Page 29, County Recorder of Maricopa County, Arizona.

2. Exhibit "B" to the Third Amendment is hereby amended by adding thereto Lot 2 Rossmoor Leisure World Golden Hills Plat 5, a subdivision recorded in Book 162 of Maps, Page 6, Maricopa County, Arizona.

3. Exhibit "C" of the Third Amendment is hereby amended to read in accordance with Exhibit "B" attached hereto and incorporated herein by reference.

4. All condominium plats covering the Project, other than those recorded in Book 181 of Maps, Page 18, and in Book 187 of Maps, Page 29, are withdrawn and of no further force or effect.

5. Except as amended hereby, all provisions, terms and conditions of the Declaration and First, Second and Third Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has affixed its signature this 11 day of FEBRUARY, 1977.

WESTERN SAVINGS & LOAN ASSOCIATION,
an Arizona corporation

By 

Its  Vice President

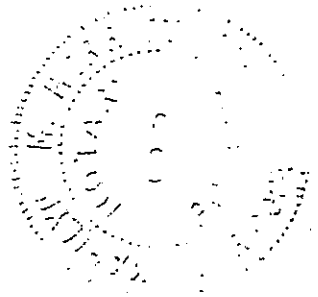
STATE OF ARIZONA)
) SS.
County of Maricopa)

ON THIS, the 11 day of February, 1977, before the undersigned officer, personally appeared Jack S. Lake, who acknowledged himself to be the Sr. Vice President of WESTERN SAVINGS & 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.

Marvin M. Hewitt
Notary Public

My commission expires:
My Commission Expires Sept. 3, 1978



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EXHIBIT "A"

Lots 1 and 2, Rossmoor Leisure World Golden Hills Plat 5, a subdivision, recorded in Book 162, Page 6, in the Office of the Recorder of Maricopa County, Arizona.

EXHIBIT "B"

ROSSMOOR LEISURE WORLD GOLDEN HILLS
PLAT 5

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

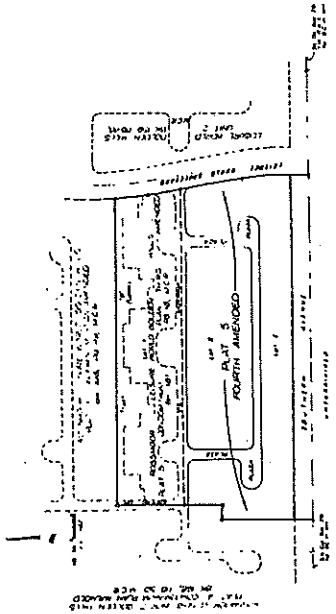
<u>Unit Number</u>	<u>Percent of Total Common Area</u>	<u>Unit Number</u>	<u>Percent of Total Common Area</u>
419X	.01907	451X	.01534
420X	.01655	452X	.01534
421X	.01713	453X	.01409
422X	.01844	454X	.01409
423X	.01907	455X	.01534
424X	.01844	456X	.01534
425X	.01907	457X	.01409
426X	.01713	458X	.01409
427X	.01907	459X	.01409
428X	.01844	460X	.01534
429X	.01907	461X	.01409
430X	.01655	462X	.01534
431X	.01907	463X	.01409
432X	.01843	464X	.01534
433X	.01658	465X	.01534
434X	.01409	466X	.01534
435X	.01658	467X	.01409
436X	.01409	468X	.01534
437X	.01534	469X	.01534
438X	.01534	470X	.01409
439X	.01409	471X	.01534
440X	.01534	472X	.01534
441X	.01409	473X	.01534
442X	.01534	474X	.01409
443X	.01409	475X	.01534
444X	.01658	476X	.01409
445X	.01409	477X	.01534
446X	.01409	478X	.01534
447X	.01409	479X	.01409
448X	.01534	480X	.01534
449X	.01409	481X	.01534
450X	.01534	482X	.01534
		TOTAL	<u>1.00000</u>

4/18/37
 4/18/37
 4/18/37
 4/18/37
 4/18/37
 4/18/37

125-12

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5

CONDOMINIUM PLAN FOURTH AMENDED A SUBDIVISION OF AIRSPACE LOCATED UPON LOT 2 OF ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5 MARICOPA COUNTY, ARIZONA



SHEET INDEX MAP

NOTE
 THE ABOVE ELEVATION OF UNFINISHED CEILING AT ALL LEVELS IS TO BE FINISHED TO THE FINISHED CEILING ELEVATION. THE FINISHED CEILING SHALL BE FINISHED TO THE FINISHED CEILING ELEVATION. THE FINISHED CEILING SHALL BE FINISHED TO THE FINISHED CEILING ELEVATION. THE FINISHED CEILING SHALL BE FINISHED TO THE FINISHED CEILING ELEVATION.

BENCH MARKS

1. 5' ON 20' OF 50' (6' 15.88')

2. 5' ON 20' OF 50' (6' 15.88')

3. 5' ON 20' OF 50' (6' 15.88')

4. 5' ON 20' OF 50' (6' 15.88')

BUILDING UNIT	FIN. FLOOR ELEVATION (TOP OF CURB)	FIN. FLOOR ELEVATION (TOP OF CURB)	MODEL
7 C	527.2	527.2	3-210
7 D	527.2	527.2	3-210
7 E	527.2	527.2	3-210
7 F	527.2	527.2	3-210
7 G	527.2	527.2	3-210
7 H	527.2	527.2	3-210
7 I	527.2	527.2	3-210
7 J	527.2	527.2	3-210
7 K	527.2	527.2	3-210
7 L	527.2	527.2	3-210
7 M	527.2	527.2	3-210
7 N	527.2	527.2	3-210
7 O	527.2	527.2	3-210
7 P	527.2	527.2	3-210
7 Q	527.2	527.2	3-210
7 R	527.2	527.2	3-210
7 S	527.2	527.2	3-210
7 T	527.2	527.2	3-210
7 U	527.2	527.2	3-210
7 V	527.2	527.2	3-210
7 W	527.2	527.2	3-210
7 X	527.2	527.2	3-210
7 Y	527.2	527.2	3-210
7 Z	527.2	527.2	3-210

TOURS CORPORATION
 1111 N. CENTRAL AVENUE
 PHOENIX, ARIZONA 85004
 ROSSMOOR LEISURE WORLD GOLDEN HILLS
 PLAT 5 - FOURTH AMENDED
 CONDOMINIUM PLAN
 SHEET 1 OF 2

166-12

ROSSMOOR LEISURE WORLD GOLDEN HILLS

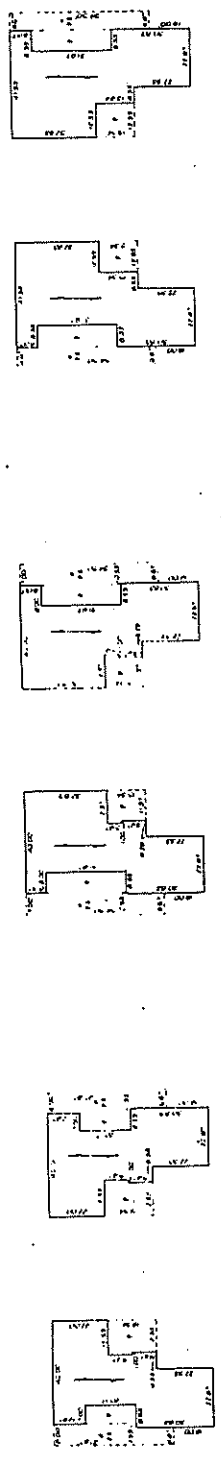
PLAT 5 CONDOMINIUM PLAN

FOURTH AMENDED

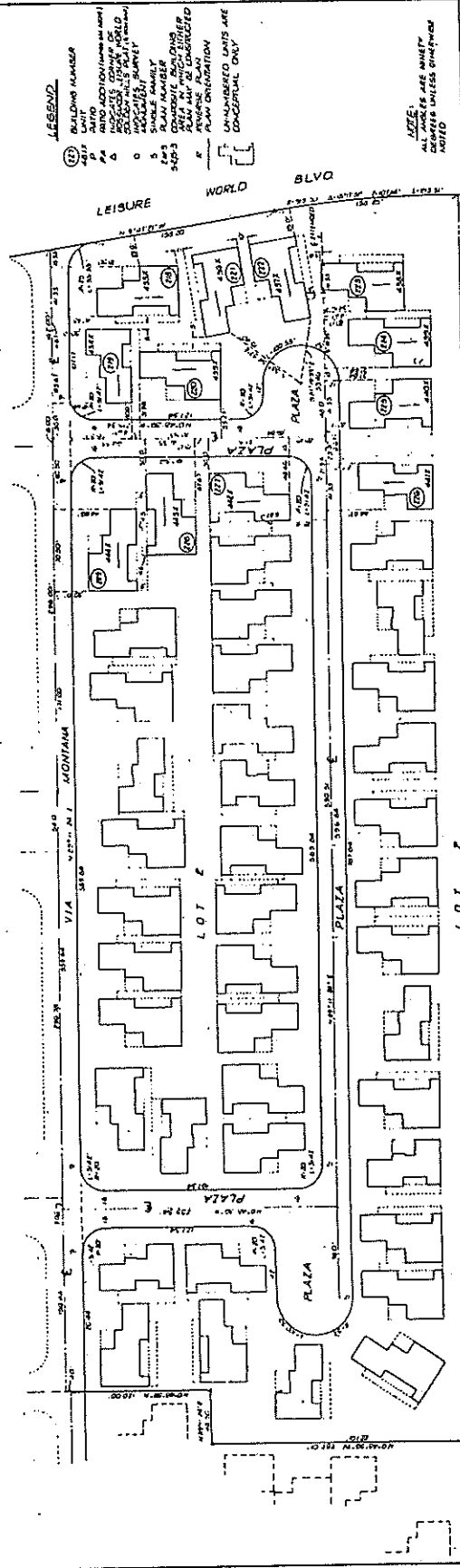
A SUBDIVISION OF AIR SPACE

5

* TYPICAL UNLESS OTHERWISE SHOWN ON PLAN (RELIEF)



S-2 S-3 S-3B S-7/S-3 S-7B/S-3B



LEGEND

- (1) BUILDING NUMBER
- (2) AUTO
- (3) AUTO ADDITION (SEE NOTE)
- (4) DRIVE
- (5) DRIVE
- (6) DRIVE
- (7) DRIVE
- (8) DRIVE
- (9) DRIVE
- (10) DRIVE
- (11) DRIVE
- (12) DRIVE
- (13) DRIVE
- (14) DRIVE
- (15) DRIVE
- (16) DRIVE
- (17) DRIVE
- (18) DRIVE
- (19) DRIVE
- (20) DRIVE
- (21) DRIVE
- (22) DRIVE
- (23) DRIVE
- (24) DRIVE
- (25) DRIVE
- (26) DRIVE
- (27) DRIVE

NOTE:
ALL WORK IS TO BE DONE AT THE
OWNER'S RISK AND WITHOUT
WARRANTY

TOLUPS CORPORATION
1115 N. 111th Street, Suite 100
Eden Prairie, MN 55324
P.O. Box 1000, Eden Prairie, MN 55324
CONDOMINIUM PLAN
REV. 11/1/79

SOUTHERN AVENUE

71

347307

DKT 12558PE 605

STATE OF ARIZONA }
County of Maricopa } ss ✓

MOD RSTR

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

I hereby certify that the wt
in instrument was filed and re
corded at request of
Streich, Lang, Weeks, Cardon & French

NOV 22 1977 -1 45
in Docket 12558
on page 605-607

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

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

Tom Freestone
County Recorder
By [Signature]
Deputy Recorder

LEISURE WORLD GOLDEN HILLS PLAT 5
(Lots 1 and 2 and a Portion of Tract B)

300

This Fifth Amendment is made and entered into as of the date hereinafter set forth, by GOLDEN HILLS COUNCIL NO. 5, 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 April 9, 1973 and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10130, pages 1,422 through 1,455. Said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is Rossmoor Leisure World Golden Hills Plat 5, recorded in Book 162 of Maps, page 6.

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.



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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. 5,
an Arizona non-profit corporation

By [Signature]
Gary Driggs, President

By [Signature]
Jack S. Lake, Secretary

APPROVED BY:

WESTERN SAVINGS & LOAN ASSOCIATION

By [Signature]
Its [Signature]

LEISURE WORLD GOLDEN HILLS
COMMUNITY ASSOCIATION

By [Signature]
Its [Signature]

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. 5, 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 M. Herritt
Notary Public

My commission expires:
My Commission Expires Sept 3, 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 M. Herritt
Notary Public

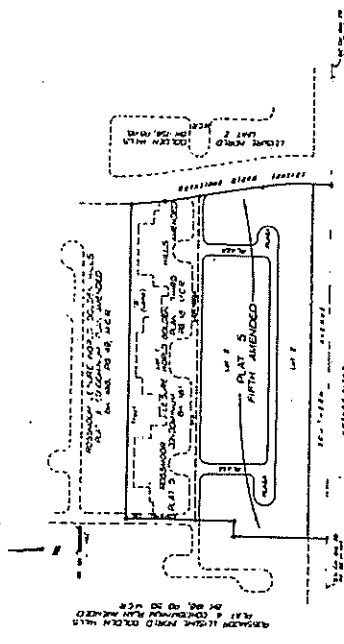
My commission expires:
My Commission Expires Sept 3, 1978

114444
 DATE: 11/13/76
 DRAWN BY: J. L. SMITH
 CHECKED BY: J. L. SMITH
 TITLE: CONDOMINIUM PLAN

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5

CONDOMINIUM PLAN FIFTH AMENDED

A SUBDIVISION OF AIRSPACE LOCATED UPON LOT 2
 OF
 ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5
 MARICOPA COUNTY, ARIZONA



SHEET INDEX MAP

NOTE
 THIS PLAN IS A SUMMARY OF THE PROPOSED CONDOMINIUM PLAN AND IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION. THE PROPOSED CONDOMINIUM PLAN IS SUBJECT TO THE APPROVAL OF THE MARICOPA COUNTY BOARD OF SUPERVISORS. THE PROPOSED CONDOMINIUM PLAN IS SUBJECT TO THE APPROVAL OF THE MARICOPA COUNTY BOARD OF SUPERVISORS. THE PROPOSED CONDOMINIUM PLAN IS SUBJECT TO THE APPROVAL OF THE MARICOPA COUNTY BOARD OF SUPERVISORS.

BENCH MARKS
 1 6.7' CON. AC. TO SOUTHWEST CORNER OF LOT 2
 2 6.7' CON. AC. TO SOUTHWEST CORNER OF LOT 2
 3 6.7' CON. AC. TO SOUTHWEST CORNER OF LOT 2

TOURS CORPORATION
 1114 N. 11TH AVENUE, SUITE 211
 PHOENIX, ARIZONA 85006
 ROSSMOOR LEISURE WORLD GOLDEN HILLS
 PLAT 5 FIFTH AMENDED
 CONDOMINIUM PLAN

DATE: 11/13/76
 DRAWN BY: J. L. SMITH
 CHECKED BY: J. L. SMITH

BUILDING	UNIT	F.W. FLOOR (ELEV. BASE) EL. OF BUILDING	F.W. FLOOR (ELEV. FIN. ROOF) EL. OF BUILDING	F.W. FLOOR (ELEV. FIN. ROOF) EL. OF BUILDING	MODEL
210	431	1312.2	1352.2	1378.3	3-428
210	432	1312.2	1352.2	1378.3	3-428
210	433	1312.2	1352.2	1378.3	3-428
210	434	1312.2	1352.2	1378.3	3-428
210	435	1312.2	1352.2	1378.3	3-428
210	436	1312.2	1352.2	1378.3	3-428
210	437	1312.2	1352.2	1378.3	3-428
210	438	1312.2	1352.2	1378.3	3-428
210	439	1312.2	1352.2	1378.3	3-428
210	440	1312.2	1352.2	1378.3	3-428
210	441	1312.2	1352.2	1378.3	3-428
210	442	1312.2	1352.2	1378.3	3-428
210	443	1312.2	1352.2	1378.3	3-428
210	444	1312.2	1352.2	1378.3	3-428
210	445	1312.2	1352.2	1378.3	3-428
210	446	1312.2	1352.2	1378.3	3-428
210	447	1312.2	1352.2	1378.3	3-428
210	448	1312.2	1352.2	1378.3	3-428
210	449	1312.2	1352.2	1378.3	3-428
210	450	1312.2	1352.2	1378.3	3-428

75

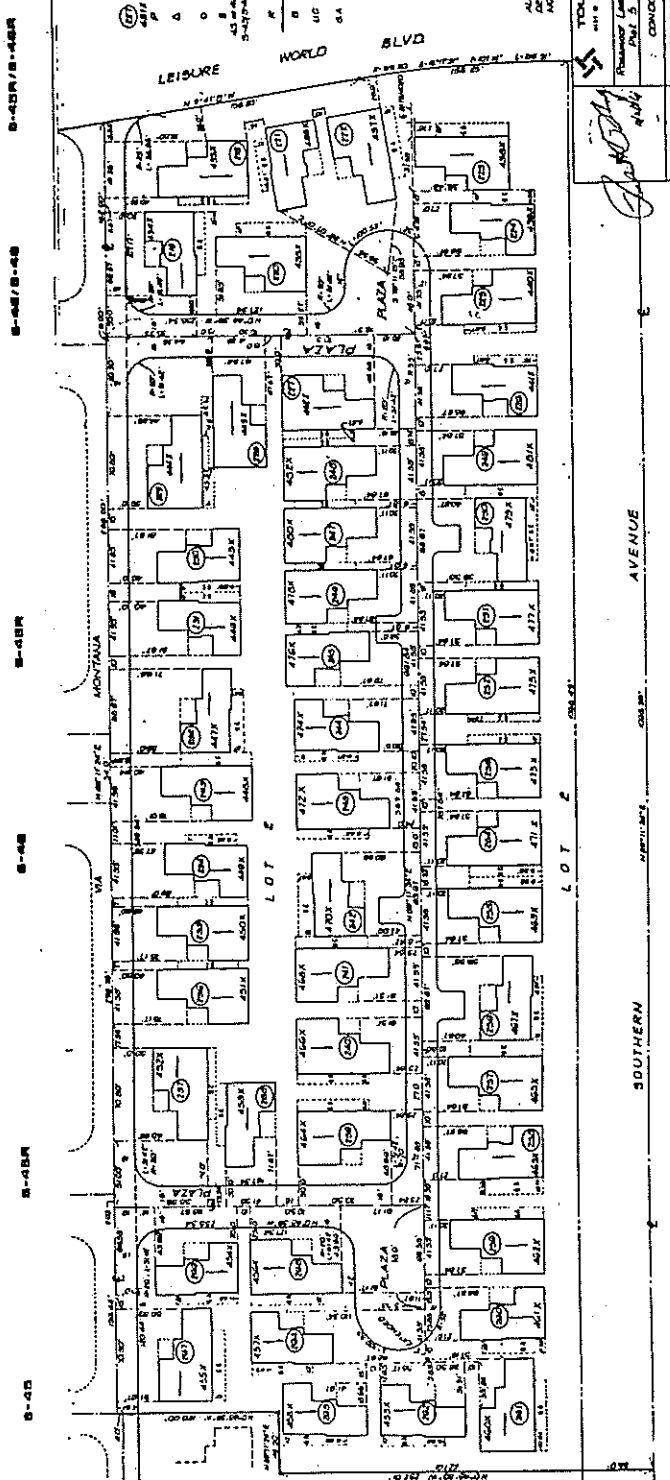
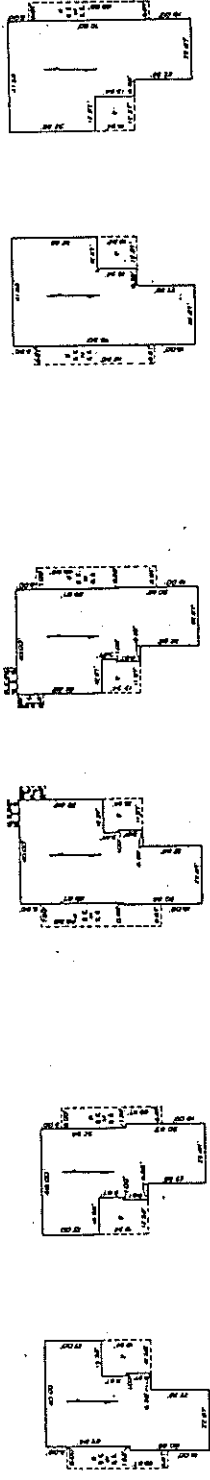
IMPORTANT: THIS IS NOT A SURVEY.

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5 CONDOMINIUM PLAN

187-29

FIFTH AMENDED A SUBDIVISION OF AIR SPACE

* TYPICAL MAJOR OVERLAP SHOWS ON PLAN (EXCISE)



NOTES:

1. THIS PLAN IS SUBJECT TO THE CITY OF LOS ANGELES ORDINANCES AND REGULATIONS.
2. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
3. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
4. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
5. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
6. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
7. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
8. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
9. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).
10. THE CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146).

LEGEND:

- (A) BUILDING NUMBER
- (B) UNIT
- (C) COMMON AREA
- (D) STAIRWELL
- (E) PLAZA
- (F) STAIRWELL
- (G) PLAZA
- (H) STAIRWELL
- (I) PLAZA
- (J) STAIRWELL
- (K) PLAZA
- (L) STAIRWELL
- (M) PLAZA
- (N) STAIRWELL
- (O) PLAZA
- (P) STAIRWELL
- (Q) PLAZA
- (R) STAIRWELL
- (S) PLAZA
- (T) STAIRWELL
- (U) PLAZA
- (V) STAIRWELL
- (W) PLAZA
- (X) STAIRWELL
- (Y) PLAZA
- (Z) STAIRWELL

CONDOMINIUM REGULATION ACT OF 1972 (CIVIL CODE SECTION 4131-4146)

PLAT 5 FIFTH AMENDED

CONDOMINIUM PLAN

DATE: 11/18/78

SCALE: 1/8" = 1'-0"

AVENUE

SOUTHERN

LOT 2

CONDOMINIUM PLAN

93926

STATE OF ARIZONA }
County of Maricopa } ss

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

When recorded return to:

MOD RSTR

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

STREICH, LANG, WEEKS & CARDON

in Docket 15921
on Page 387-390

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

Bill Steacy,

By [Signature] County Recorder
Book 162, Page 6

SIXTH AMENDMENT

TO

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

ROSSMOOR LEISURE WORLD GOLDEN HILLS PLAT 5

(Lots 1 and 2 and a portion of Tract B)

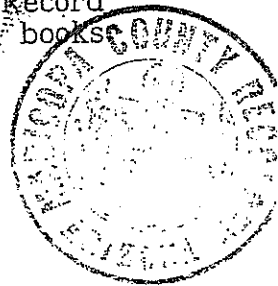
This Sixth Amendment is made and entered into as of the date hereinafter set forth, by LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation (hereinafter referred to as the "Association"), as the successor in interest to Golden Hills Council No. 5, an Arizona nonprofit corporation (hereinafter referred to as the "Council").

WHEREAS, there has heretofore been executed and recorded that certain "Declaration of Covenants, Conditions and Restrictions" ("the Declaration"), dated April 9, 1973 and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10130, pages 1422-1455, inclusive; said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is Lots 1 and 2 and a portion of Tract B, Rossmoor Leisure World Golden Hills Plat 5, recorded in Book 162 of Maps, page 6; and

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 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:

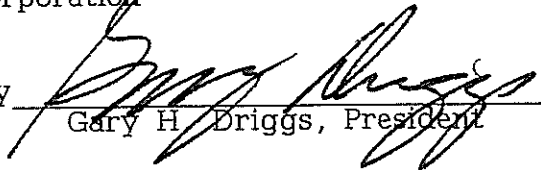
1. Section 2(g) of Article IV of the Declaration is hereby amended to read as follows:

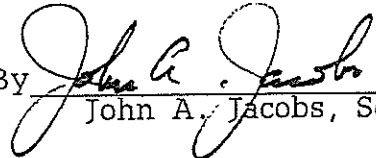
"Except as hereinafter specifically set forth in this paragraph, the Managing Agent shall paint, maintain and repair the Common Areas and such furnishings, equipment and plantings for the Common Areas as the Council shall determine are necessary and proper. The Owner of each Unit shall paint, maintain, 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 26th 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 *Gary Driggs*
Its Gary Driggs
President

LEISURE WORLD COMMUNITY ASSOCIATION

By *John A. Jacobs*
Its John A. Jacobs
Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 26th day of March, 1982, before me, the undersigned Notary Public, personally appeared GARY 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.

Susan M. Kelly
Notary Public

My commission expires:

May 27, 1984

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 56th day of March, 1982, before me, the undersigned Notary Public, personally appeared GARY DRIGGS, 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.

Susan M. Kelly
Notary Public

My commission expires:

May 27, 1984

STATE OF ARIZONA)
) ss.
County of Maricopa)

ON THIS, the 26th 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.

Susan M. Kelly
Notary Public

My commission expires:

May 27, 1984

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

When recorded return to:

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

SEVENTH AMENDMENT
 TO
DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS

MOD RSTR

ROSSMOOR LEISURE WORLD
 GOLDEN HILLS PLAT 5

(Lots 1 and 2 and a portion of Tract B)

This Seventh 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. 5, 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 April 9, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 10130, pages 1422-1455, inclusive, and subsequent amendments thereto; said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is Lots 1 and 2 and a portion of Tract B, Rossmoor Leisure World Golden Hills Plat 5, a subdivision, recorded in Book 162 of Maps, page 6 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 CARY DICKS and JOHN A. TACCAS, 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.

Reborah G. Hancateris
Notary Public

My commission expires:

6/16/86

WHEN RECORDED, RETURN TO:

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

~~MOD RSTR~~

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
DEC 17 1984 -4 30	
BILL HENRY, COUNTY RECORDER	
FEE 5.00	PGS 3

3/

EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS PLAT 5
(Lots 1 and 2 & a portion of Tract B)

84 541803

This Eighth Amendment is made this 10th day of December, 1984, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Golden Hills Council No. 5, 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 April 9, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 10130, pages 1422 through 1455, 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 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. 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 Eighth Amendment, all provisions, terms and conditions of the Declaration 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: *G. M. Sullivan*
Its President

BY: *B M Mowry*
Its Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

84 541803

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

[Signature]
Notary Public

My Commission Expires:
My Commission Expires July 5, 1985

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA

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

[Signature]
Notary Public

My Commission Expires:
My Commission Expires July 5, 1985

3/

WHEN RECORDED, RETURN TO:

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

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA
SEP 16 '85 -200
KEITH POLTIS, County Recorder
FEE 5⁰⁰ PGS 4 L.U.

MOD RSTR

NINTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS PLAT 5
(Lots 1 and 2 & a portion of Tract B)

This Ninth 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. 5, 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 April 09, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 10130, pages 1422 - 1455, 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 Declara-

ACCOMODATION RECORDING
NO TITLE LIABILITY

tion;

E. The undersigned, being the President and Secretary of the Association, hereby certify that this Ninth 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 Ninth Amendment, all provisions, terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Ninth 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.

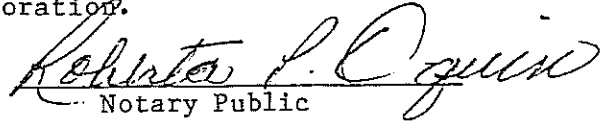
Roberto P. Oquén
Notary Public

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 Malby,
the Secretary of Leisure World Community Association, an Arizona non-
profit corporation, on behalf of the corporation.

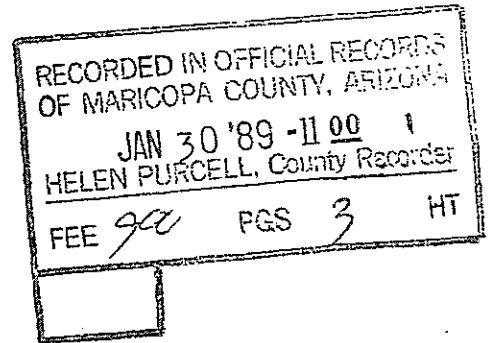

Notary Public

My Commission Expires:

Nov. 2, 1987

WHEN RECORDED, RETURN TO:

DONALD E. DYKMAN
O'Connor, Cavanagh, et al.
One E. Camelback, Suite 1100 MOD RSTR (DF)
Phoenix, Arizona 85012-1656



TENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS PLAT 5
(Lots 1 & 2)

89 042110

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. 5, 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 April 09, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 10130, pages 1422 through 1455, 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;

89 042110

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 P... ..

Its President

By: J. P.

Its Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

89 042110

The foregoing instrument was acknowledged before me this 30th day of January, 1989, by Alan Hansen, 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)

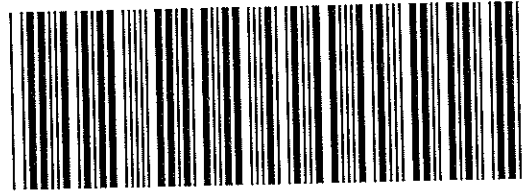
The foregoing instrument was acknowledged before me this 30th day of January, 1989, by R. C. Madson, the Secretary of Leisure World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.

Jean Leiser
Notary Public

My Commission Expires:

July 27, 1991





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

WHEN RECORDED, RETURN TO:

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

93-0538690 08/12/93 05:00

JOHN 5 OF 27

ELEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD GOLDEN HILLS PLAT 5
(Lots 1 and 2 & a portion of Tract B)

This Eleventh 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. 5, 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 April 9, 1973 and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 10130, pages 1422 - 1455, 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 Ninth 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. 85-437408 (the "Ninth 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 Eleventh 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 Ninth 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 Eleventh 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 Eleventh Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona
nonprofit corporation

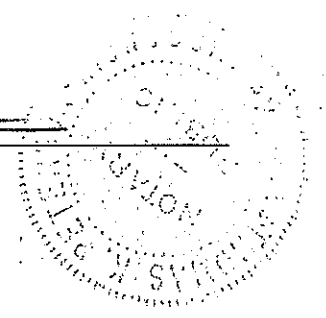
BY: Robert T. Bailey
Robert T. Bailey
Its President

BY: Joyce Johnson
Joyce Johnson
Its Secretary

STATE OF Wis)
County of Ozaukee) 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.

Therese Paul
Notary Public



My Commission Expires:

6-97

STATE OF Arizona)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this 12th day of August, 1993, by Joyce Johnson, the Secretary of Leisure World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.



Jean Leiser
Notary Public

My Commission Expires:

7-27-95

RETURN TO
MESSSENGER



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003-0357465 03/24/03 16:42
1 OF 1
GUILLEHT

When Recorded Mail To:

CURTIS & COHEN, P.L.C.
8700 East Via de Ventura
Suite 320
Scottsdale, Arizona 85258
Attention: Dan G. Curtis, Esq.

TWELFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LEISURE WORLD PLAT 5

This Twelfth Amendment is made as of March 18, 2003, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Leisure World - Golden Hills Community Association, an Arizona nonprofit corporation (the "Council").

RECITALS

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated April 9, 1973 and recorded in the Office of the County Recorder of Maricopa County, Arizona, at Docket 10130, Page 1422 to 1455, 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 Twelfth Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY ASSOCIATION, an Arizona nonprofit corporation

By: Max E Bromell
Name: Max E. Bromell
President

By: Jack Hast
Name: Jack Hast
Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on March 19, 2003, by Max E. Bromell, as President of the Leisure World Community Association, on behalf of the Association.

Notary Stamp: CAROL L. SMITH, Notary Public - Arizona, Maricopa County, My Commission Expires August 31, 2006

[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on March 19, 2003, by Jack Hast, as Secretary of the Leisure World Community Association, on behalf of the Association.

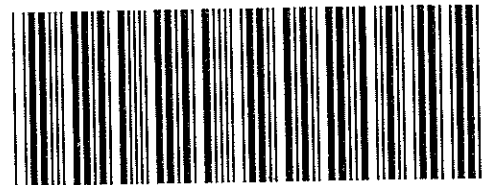
Notary Stamp: CAROL L. SMITH, Notary Public - Arizona, Maricopa County, My Commission Expires August 31, 2006

[Signature]
Notary Public

HOLD FOR PUBLIC
LIDDY LEGAL

When Recorded by: 502291070

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
2005-0574027 05/02/05 16:18
5 OF 27

MARTINEZB

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

LEISURE WORLD PLAT 5

This Thirteenth 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 Leisure World - Golden Hills Community Association, an Arizona nonprofit corporation (the "Council").

RECITALS

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated April 9, 1973 and recorded in the Office of the County Recorder of Maricopa County, Arizona, at Docket 10130, Page 1422 to 1455, 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

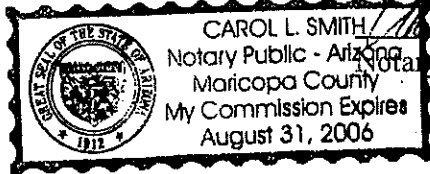
By: 
Name: DICK STECKELBERG
President

By: 
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.

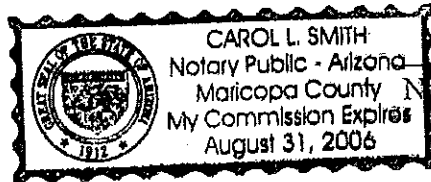
Notary Stamp



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



1713989724386-3-27-5--
Hoyp

**PLAT 5 AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LEISURE WORLD PLAT 5**

This 14th 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 April 9, 1973, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 10130, pages 1,422 through 1,455 (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

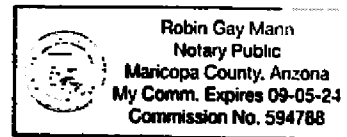
By: [Signature]
Name: Scott MacFarlane
Title: Secretary

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

