

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

98302

LEISURE WORLD PLAT ELEVEN

PROP RSTR (PR)

This Declaration is made and entered into as of the date hereinafter set forth, by WESTERN SAVINGS AND LOAN ASSOCIATION, 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 the covenants, conditions and restrictions hereinafter set forth, and

WHEREAS, it is contemplated that other projects 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 dwelling units, the Project and other projects as they may be subjected to these covenants, conditions and restrictions;

NOW, THEREFORE, Declarant hereby submits and subjects the Project to these covenants, conditions and restrictions and declares that all of the Project 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 Unit (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 or Association. Declarant may hereafter subject additional parcels of adjacent land to these restrictions by the recordation of a supplement to these restrictions.



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 VI.

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. "By-Laws" means the by-laws of Golden Hills Council No. 11.

6. "Community Facilities" means all real and personal property not located within any Lot in the Project or within any Horizontal Property Regime in the development and which is now or hereafter owned or leased 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.

7. "Council" means Golden Hills Council No. 11, an Arizona non-profit corporation, or any successor or assign, whether by way of consolidation, merger, transfer or otherwise.

8. "Declarant" means Western Savings and Loan Association or a successor in interest to the entire Project and not an Owner as hereinafter defined.

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

10. "Lot" shall mean the separately designated lots within the Project, together with the improvements thereon.

11. "Manager" or "Managing Agent" means the person, firm or corporation employed by the Council pursuant to Article III, and delegated duties, powers or functions of the Council pursuant to Article III.

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

13. "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.

14. "Owner" shall mean the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title is merged) in any lot which is part of the Project. An owner does not include a person or entity who holds an interest in a Lot merely as security for the performance of an obligation.

15. "Project" means the property described on Exhibit A attached hereto.

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

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

18. "Unit" shall mean and refer to a residential living unit constructed upon a separately designated Lot.

19. "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

Use Restrictions

The Units and Lots shall be occupied and used only as follows:

1. Each Lot shall be used for the location of a single private residential dwelling, and for no other purpose except such temporary uses as shall be permitted by Declarant while the Project is being developed and Lots 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 upon a Lot.

2. Subject to the provisions of these restrictions, use of lots shall be in accordance with and subject to limitations and rules as established by the Council or the Association, directly or through the Managing Agent.

3. No sign of any kind shall be displayed to the public view or from any Unit or Lot, 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.

4. No animals of any kind shall be raised, bred or kept in any Unit or on any Lot, 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.

5. The Owner shall not permit or suffer anything to be done or kept upon his Lot 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. All Units and Lots shall be landscaped and regularly maintained. If any Owner fails to maintain his Lot or Unit or otherwise permits the storage of property on his Lot in violation of these Restrictions, the Association shall have the right to enter upon such Lot and perform such maintenance or remove such personal property. The cost of such action shall be paid by the Owner and such cost shall constitute a lien against such Lot in the manner provided in Article VIII below.

6. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project without the approval of the Architectural Control Committee as set forth in Article VI hereof.

7. No religious, professional, commercial or industrial operations of any kind shall be conducted in or upon any Lot except (i) as permitted by the Board, or (ii) such temporary uses as shall be permitted by Declarant while the development is being constructed and Lots are being sold by the Declarant.

8. Except as permitted by the Council and Association, no boats, campers or vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored on any Lot. No vehicle shall be repaired or rebuilt on any Lot. All personal property stored on a Lot shall be stored in an enclosed area, not visible to the street or adjoining Lots.

9. 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. In the event any of the same conflict with this document, the latter shall control. No Owner shall transfer any membership or interest in the Council or Association except as permitted in connection with the sale of such Owner's Lot.

10. The right to use or occupy a Lot or the sale, lease or other transfer or conveyance of the right to use or occupy a Lot 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.

11. Nothing in this Article or elsewhere in these Restrictions shall limit the right of Declarant to complete construction of improvements to the Lots and to Lots 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.

12. None of the Lots shall be resubdivided into smaller Lots or conveyed or encumbered in less than the full original dimensions as shown on the Plat of this development. However, this restriction shall not prevent conveyances which combine in common ownership Lots or parts of Lots in such a manner that each of the parcels of land thereby resulting has an area the same as or greater than the area of any of the Lots from which the new Lots were created. Such newly created parcel thereafter shall be considered as one Lot, except and provided, however, subject to the provisions of these Restrictions, an Owner of each Lot as originally shown on the Plat shall be entitled to that number of votes and shall be subject to assessments attributable to each full Lot owned as originally shown on the Plat. Nothing contained in this Section 12 shall prevent the dedication, conveyance, granting of use of any of the easements set forth in Article XV below, or of any easements over, across and under portions of Lots for public or quasi-public uses or for purposes which benefit any Owners.

ARTICLE III

Management

None of the provisions of this Article III shall be operative unless the Owners of not less than 90% of the Lots within the Project (exclusive of Lots owned by Declarant), by affirmative vote in a duly noticed meeting of the Council membership held not later than 20 years from the date hereof, elect to make them operative. Any such election shall also be subject to the written consent of the Association's Board of Directors. The Amendment provisions of Article IX below shall be subordinate to the voting requirements set forth in this Article.

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 obligation, 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 otherwise. 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 Lots 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 Lots, if not separately charged for the Units.

(b) (1) 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 Lots, and if obtainable, a cross liability endorsement insuring each insured against liability to each other insured.

(b) (2) 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.

(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 lot areas located outside Units 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.

(g) The painting, maintenance and repair of the exterior of all Units and all lot areas located outside of such Units, as the Board may determine is necessary and desirable (but not including the doors and windows).

(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.

(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 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.

5. 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 lot areas located outside of Units or for the preservation of the health, safety, convenience and welfare of the Owners, over those portions of such lot areas upon which no building or other structure has been erected.

6. 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.

7. If for any reason, the obligations of the Council as contemplated hereunder fail to be carried out as required hereby, such obligations shall nevertheless continue to exist and be fulfilled by all Owners. Such Council obligations shall constitute a covenant of obligation running with the Project, and may be enforced by any Owner, the Association, or Declarant, for all of whose benefit this provision is intended. In the event such covenant is breached, the Declarant and/or the Association may, at their option, elect to perform such obligations, in which event they shall enjoy all privileges of the Council as set forth herein, including the right to impose liens to enforce collection of assessments pursuant to Article V hereof.

ARTICLE IV

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 By-Laws as they now exist or as they may from time to time be amended.

Each Owner of a Lot 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 Lots and condominium and other ownership 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 (or to the Association, if it is handling the collection function).

ARTICLE V

Carrying Charges - Assessments - Liens

1. Each Owner (including the Declarant and its successors, except as to Association charges) after the initial conveyance of any Lots 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 Lots on costs which are relatively equal among Units, or (2) on the basis of number of occupants, size of Lots and Units thereon, or degree of usage, when such factors are a major influence on cost, or (3) on the basis of the relative value of each Lot and improvements thereon to all Lots and appurtenant improvements 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 such insurance as the Council may effect.

(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 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 share of the charges of the Association in accordance with Article III 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 Lot then unsold but available for sale to Lot purchasers.

2. If the above Carrying Charges or any other assessment, whether regular or special, assessed to the Owner of any Lot, 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 this Article V or application of Article VIII, assessed to the Owner of any Lot 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 Lot 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, but without the right of redemption, 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 Lot 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).

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, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices upon any Lot or improvement located thereon.

(b) Except for the purposes of proper maintenance and repair, and except as provided in paragraph (c) hereof, no person or entity 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, aerieals, 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 any Lot, 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, or by a representative designated by the memers of the committee, providing, however, that, unless sooner directed by such committee, from and after ten (10) years from the date of recording the initial conveyance to an Owner of a Lot 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 VII

Mortgage Protection

Notwithstanding all other provisions hereof:

1. The liens created under Article V hereof upon any Lot shall be subject and subordinate to, and shall not affect the rights of the Mortgagee under any recorded first Mortgage upon such Lot 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 purchase at such foreclosure sale, as an Owner after the date of such foreclosure sale, shall become a lien upon such Lot upon recordation of a notice as provided in Article V, Section 3 hereof.

2. 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 and/or the Association, 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.

ARTICLE VIII

Damage or Destruction

1. Restoration and repair of the damage to a Unit shall be made by and at the expense of the Owner of such Unit.

2. 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 therefor) in the manner set forth herein and made a lien upon such Unit.

ARTICLE IX

Amendment

1. Except as provided in paragraph 2 below, this Declaration shall remain in force and effect in perpetuity except 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 (provided such votes include at least 51% of such Record Owners other than Declarant) 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 Lot 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 Lot 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 X

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, designated 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 XI

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 deliver 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 XII

Right of First Refusal

Prior to the transfer of title to any Lot and as a condition precedent to each and every transfer of title to every Lot, 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 Lot 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 require that the prospective purchaser(s) (a) is of the age of 45 years 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 Unit 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. 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 Lot. If, on the other hand, the proposed purchaser(s) 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 Lot 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 Lot, 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 Lot 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 Lot 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 Lot in relation to the possible sale of the Lot to the same or to a different potential purchaser. Nothing to the contrary hereinwithstanding, this Right of First Refusal shall not apply to any purchaser at a Sheriff's or Trustee Sale which sale is held under the Sheriff's or Trustee's sale provisions of any Deed of Trust or Mortgage applicable to any Lot.

ARTICLE XIII

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 one or more council(s) of co-owners, such surviving council(s) to have all the rights, powers and privileges under the terms of these 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 Lot or Unit within any Project shall be directly related to the expenses incurred by the successor corporation in connection with the property constituting such Project.

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.

ARTICLE XIV

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 provisions of this Agreement.

ARTICLE XV

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, dwelling 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) any 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, dwelling Units and other structures, in the walls of dwelling Units and under the ground surface of said buildings, dwelling 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 dwelling 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, dwelling 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. Notwithstanding the provisions of Article IX hereof, no portions of this Article XV shall be altered, amended or abrogated

without the written consent of the Declarant, the Association, and all other projects then in existence in the development.

ARTICLE XVI

Attorney Fees

If an Owner defaults in making a payment of Carrying Charges or in the performance or observance of any provisions 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 attorneys' fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Owner shall also pay the cost of the suit, in addition to other aforesaid costs and fees.

ARTICLE XVII

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 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 Projects or under their respective jurisdictions. Failure to enforce any provisions 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 5 day of APRIL, 1977.

WESTERN SAVINGS AND LOAN ASSOCIATION,
an Arizona corporation,


BY 

Its SMVP

STATE OF ARIZONA)
: ss:
County of Maricopa)

ON THIS, the 5th day of April, 1977, before me, the undersigned Notary Public, personally appeared Jack S. Lake, who acknowledged himself to be the Senior Vice 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.

A circular notary seal for Marianne McCortright, Notary Public, State of Arizona. The seal contains the text "MARIANNE MCCORTRIGHT", "NOTARY PUBLIC", and "STATE OF ARIZONA".
Marianne McCortright
Notary Public

My Commission Expires:

My Commission Expires Sept. 10, 1977

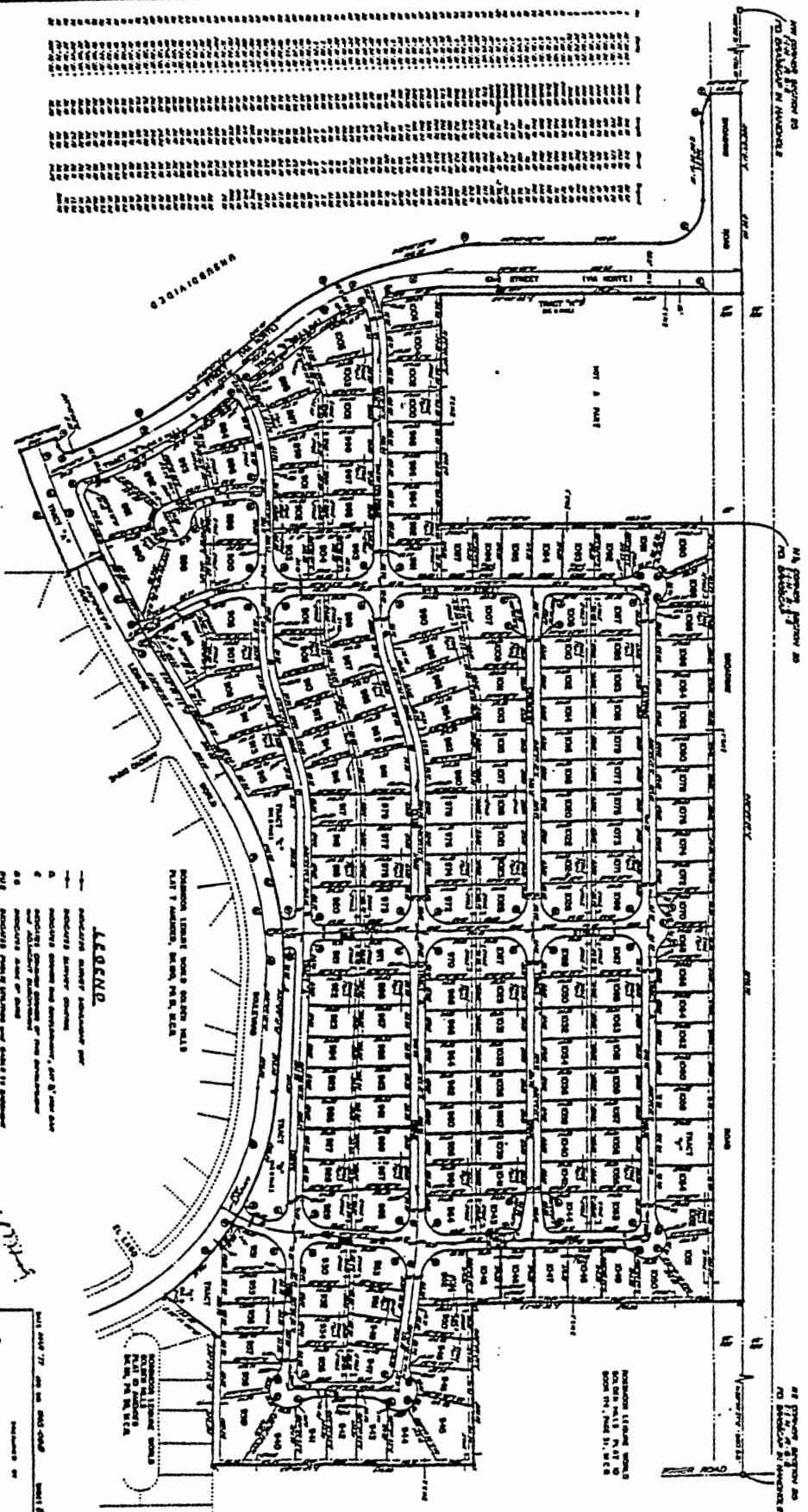
EXHIBIT "A"

DKT12169PG1124


LEISURE WORLD PLAT ELEVEN, a subdivision, recorded in
Book 189, Page 13, in the office of the
County Recorder of Maricopa County, Arizona.

Recorded 4-14-77

LEISURE WORLD - PLAT ELEVEN

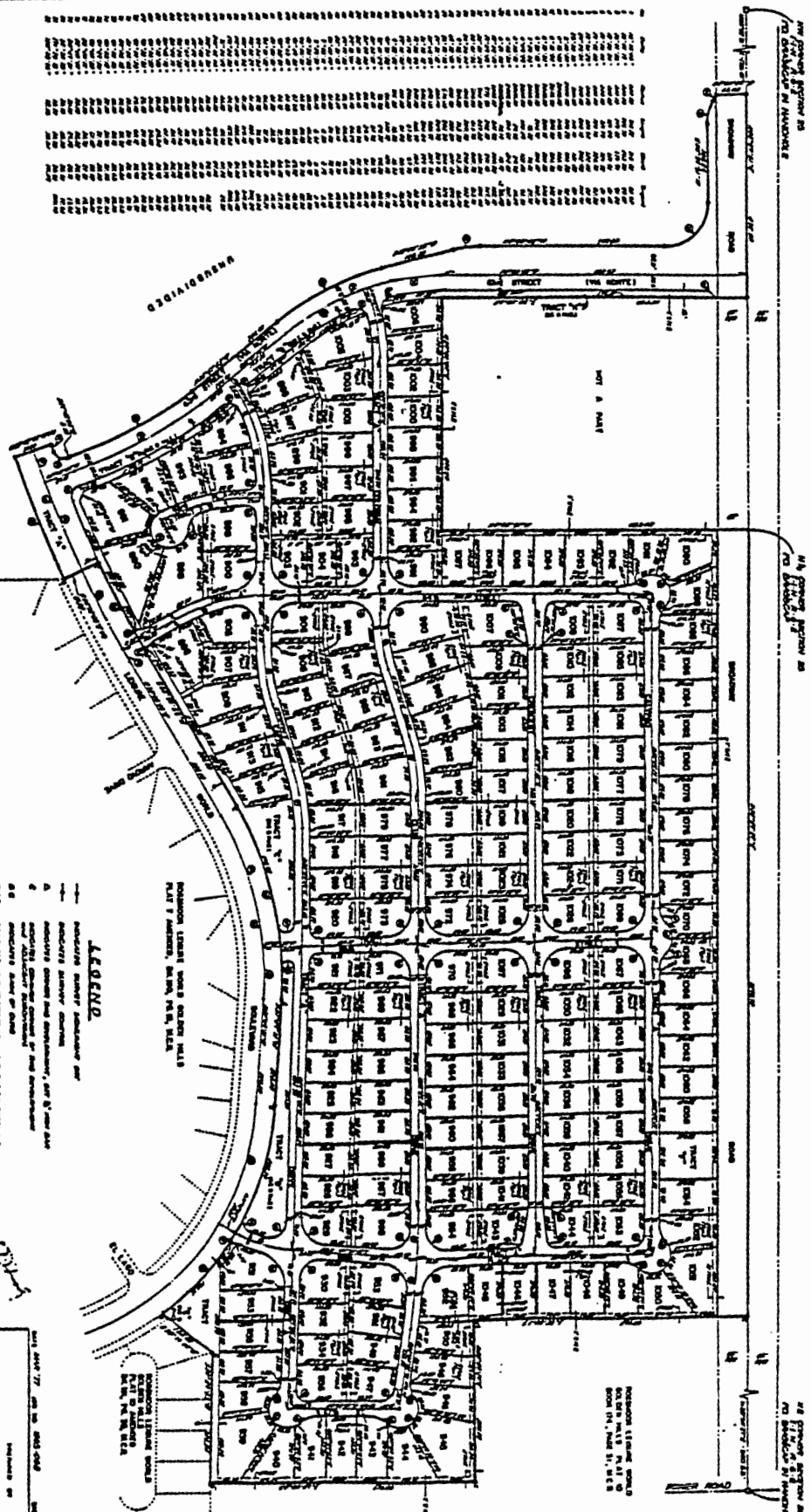


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TOLPIN CORPORATION
 4111 17th Street
 San Diego, California 92116
 619-591-1111

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LEISURE WORLD - PLAT ELEVEN



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TOLSON CORPORATION
 1000 17th St. N.W.
 WASHINGTON, D.C. 20036
 202-462-1100

EXHIBIT "B"

DXT12169PG1125

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.

Together with any additional real property hereafter designated by Declarant as part of the Leisure World-Golden Hills adult community.

State of Arizona }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of Streich, Lang, Weeks, Cardon & French

APR 14 1977 -11 30

in Docket 12169
on page 1105-1125

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

Tom Freestone

County Recorder

By [Signature]
Deputy Recorder

10.00

When recorded return to:

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

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

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

B7

MOD RSTR

LEISURE WORLD PLAT ELEVEN

This First 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. 11, 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 5, 1977, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket 12169, pages 1105-1125, inclusive; said Declaration affects that certain property located in Maricopa County, Arizona, the legal description of which is Leisure World Plat Eleven, a subdivision, recorded in Book 189 of Maps, page 13 in the office of the County Recorder of Maricopa County, Arizona; and

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

WHEREAS, Article IX 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 IV of the Declaration is hereby amended to read as follows:

"Each Owner of a Lot 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 GARY DRIGGS and John A. Jiccas, 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.

Robert A. Stancater
Notary Public

My commission expires:

6/16/84

CHICAGO TITLE AGENCY OF ARIZONA

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 POLETIS, County Recorder

FEE 5⁰⁰ PGS 3 L.U.

3
 SECOND AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 LEISURE WORLD PLAT 11

MOD RSTR

This Second 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. 11, 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 05, 1977 and recorded in the Office of the County Recorder of Maricopa County, Arizona, as Docket No. 12169, pages 1105-1125, inclusive, imposing certain covenants, conditions and restrictions upon the real property located in Maricopa County, Arizona, described on Exhibit A attached to such Declaration of Covenants, Conditions and Restrictions. 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 IX of the Declaration provides that the Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4ths) of the Record Owners in the Project;

D. The Association desires to further amend the Declaration;

ACCOMODATION RECORDING
 NO TITLE LIABILITY

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

IN WITNESS WHEREOF, the Association has executed this Second 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. Oguin
Notary Public

My Commission Expires:
Nov. 2, 1987

STATE OF ARIZONA)
) ss
County of Maricopa)

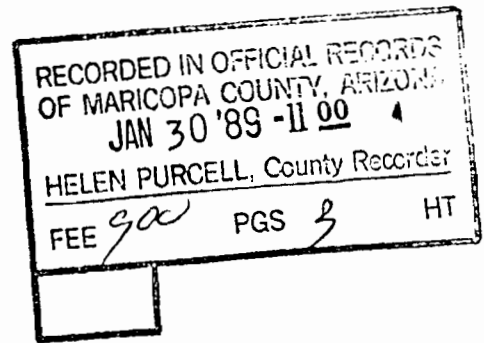
The foregoing instrument was acknowledged before me this 13th day of September, 1985, by Dave Maltby, the Secretary of Leisure World Community Association, an Arizona non-profit corporation, on behalf of the corporation.

Roberto P. Oguin
Notary Public

My Commission Expires:
Nov. 2, 1987

WHEN RECORDED, RETURN TO:

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



THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD PLAT ELEVEN

89 042116

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. 11, 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 05, 1977, and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 12169, pages 1105 through 1125, inclusive, imposing certain covenants, conditions and restrictions upon the real property located in Maricopa County, Arizona, described on Exhibit A attached to such Declaration of Covenants, Conditions and Restrictions. Such Declaration of Covenants, Conditions and Restrictions, as previously amended, shall be hereinafter referred to as the "Declaration";

B. Article IX 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 (provided such votes include at least 51% of such Record Owners other than the Declarant);

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 and at least 51% of such Record Owners other than the Declarant, as reflected in the corporate books and records of the Association;

89 042116

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

1. The last sentence of Article II, 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 Paulsen

Its President

By: J. C. [Signature]

Its Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

89 042116

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

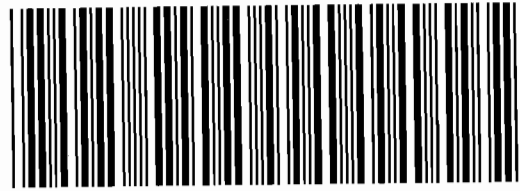
The foregoing instrument was acknowledged before me this 30th day of January, 1989, by R. C. Madson, the Secretary of Leisure World Community Association, an Arizona nonprofit corporation, on behalf of the corporation.

Jean Leiser
Notary Public

My Commission Expires:

July 27, 1991





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

WHEN RECORDED, RETURN TO:

93-0538696 08/12/93 05:00

JOHN 11 OF 27

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

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LEISURE WORLD PLAT 11

This Fourth 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. 11, 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 5, 1977 and recorded in the Office of the County Recorder of Maricopa County, Arizona, in Docket No. 12169, pages 1105 - 1125, 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 Second 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. 85-437414 (the "Second 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 Fourth 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 Second 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 Fourth 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 Fourth Amendment on the day and year first above written.

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona
nonprofit corporation

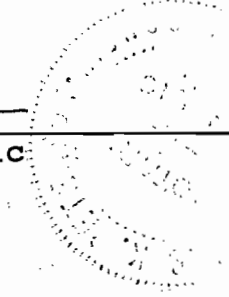
BY: Robert T. Bailey
Robert T. Bailey
Its President

BY: Goyce Johnson
Goyce 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.

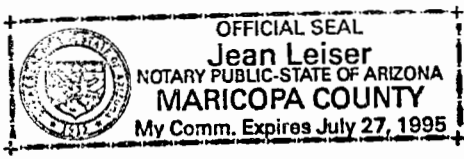
[Signature]
Notary Public



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.



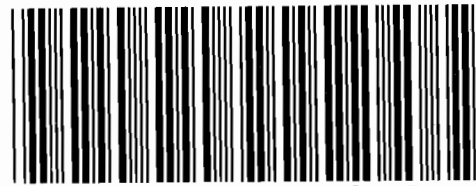
[Signature]
Notary Public

My Commission Expires:
7-27-95

**HOLD FOR PU
LIDDY LEGAL
602-297-0678**

When Recorded Mail To:

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



**OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LEISURE WORLD PLAT 11**

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

RECITALS

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated April 5, 1977, and recorded in the Office of the County Recorder of Maricopa County, Arizona, at Docket 12169, Pages 1105 through 1125, 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

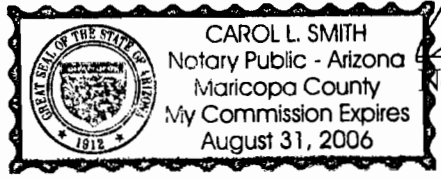
By: 
Name: DICK STECKELBERG
President

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



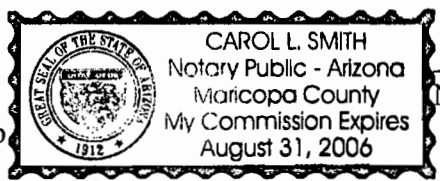
Carol L. Smith

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

When Recorded Mail To:

DAN G. CURTIS, P.C.
7255 East Hampton Avenue
Suite 101
Mesa, Arizona 85209
Attention: Dan G. Curtis, Esq.



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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3 OF 4

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

LEISURE WORLD PLAT 11

This Sixth Amendment is made as of March 19, 2007, by Leisure World Community Association, an Arizona nonprofit corporation (the "Association") as the successor in interest to Western Savings and Loan Association (the "Council").

RECITALS

A. There has previously been executed and recorded that certain Declaration of Covenants, Conditions and Restrictions dated April 5, 1977, and recorded in the Office of the County Recorder of Maricopa County, Arizona, at Docket 12169, Pages 1105 through 1125, 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 II, Section 1 of the Declaration is hereby amended to read in its entirety as follows:

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

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

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

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

LEISURE WORLD COMMUNITY
ASSOCIATION, an Arizona nonprofit
corporation

By: *Elanor Mc Lester*
Name: ELANOR MCLESTER
President

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

STATE OF ARIZONA) -
) ss.
County of Maricopa)

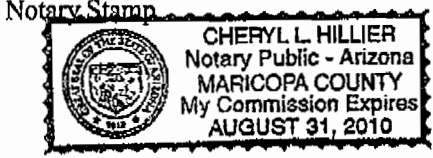
The foregoing instrument was acknowledged before me on MARCH 19, 2007,
by ELANOR MCLESTER, as President of the Leisure World Community
Association, on behalf of the Association.



Cheryl L Hillier
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

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



Cheryl L Hillier
Notary Public