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Mark A. Lewis
Sun Lakes Properties Inc.
25612 E.J. Robson Blvd.
Sun Lakes, Arizona 85248

SUN LAKES UNIT TWENTY SIX F PHASE I
DECLARATION OF ANNEXATION
TO
CC&R'S

LOTS 15-69

This Declaration of Annexation is made as of the 18th day of Nov, 1991, by Sun Lakes Marketing Limited Partnership an Arizona Limited Partnership ("Declarant") and Founders Title Agency, Inc an Arizona Corporation, as trustee of its Trust No. 2074 ("Trustee").

RECITALS:

A. Declarant is the Declarant under the Declaration of Restrictions, dated July 11, 1990 the "Declaration", recorded on July 27, 1990 at Docket 90-337192 records of Maricopa County, Arizona.

B. The Declaration provides inter alia in Section 7 thereof that Declarant reserves the right, in its sole discretion and without the approval, assent or vote of the Association or of any Owners, to annex at any time real property to the Declaration (the "Annexation Property"), by recording a Declaration of Annexation.

C. Trustee is the holder of title to the real property situated in Maricopa County, Arizona described on Exhibit "A" hereto (the "Parcel"). Trustee is executing this Declaration solely as legal title holder of the Parcel and not personally.

D. A plat of the Parcel was recorded in Book 347 Map 7 records of Maricopa County, Arizona (the "Plat").

E. Declarant and Trustee desire to annex the Parcel to the Premises and to subject the Parcel to the Declaration.

DECLARATION:

NOW, THEREFORE, Declarant and Trustee declare and agree as follows:

1. Subject to the conditions hereinafter set forth for completion of annexation, Declarant and Trustee exercise the authority reserved under Section 7 of the Declaration and annex the Parcel to the Premises. Unless otherwise defined herein,

capitalized terms in this Declaration of Annexation shall have the meaning given to them in the Declaration.

2. Upon completion of the annexation provided for herein in accordance with the terms and conditions hereinafter set forth, the Parcel and all Lots and all Common Areas thereof, as depicted on the Plat, and all interests therein, shall be owned, occupied, leased, sold and conveyed subject to the Declaration. All of the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights set forth in the Declaration shall run with the land and be binding upon the Parcel and all parties having or acquiring any right, title or interest in or to the Parcel, or any part thereof, and shall inure to the benefit of each person or entity having at any time any interest or estate in the Parcel, or any part thereof, the Association provided for in the Declaration and each member of the Association.

3. The annexation provided for herein shall be effective upon the date of the first conveyance by Trustee of a Lot on the Parcel.

IN WITNESS WHEREOF, Declarant and Trustee have caused this Declaration of Annexation to be duly executed as of the date first written above.

INSURANCE
FOUNDERS TITLE/AGENCY, INC.
AN ARIZONA CORPORATION AS
TRUSTEE OF TRUST 2074

SUN LAKES MARKETING LIMITED
PARTNERSHIP AN ARIZONA
LIMITED PARTNER
SUN LAKES PROPERTIES GENERAL
PARTNER

BY [Signature]
Its [Signature]

BY [Signature]
Its [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 18th day of NOV, 1991 by E.J. ROBSON, the Chairman of Sun Lakes Properties Inc. as General Partner of Sun Lakes Marketing Limited Partnership, an Arizona Corporation, on behalf of the corporation.

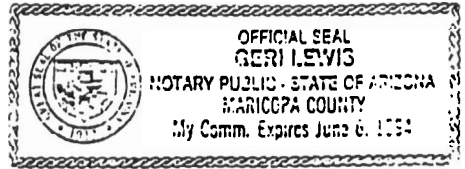


STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25th day of November, 1991 by Benny Gonzales, Trust Officer, of Founders Title/Agency, Inc. an Arizona Corporation as Trustee of Trust 2074, ^{insurance} being authorized to do so on behalf thereof.

X [Signature]
Notary Public

My Commission expires: 6-6-94



91 569233

EXHIBIT "A"
CC&R'S UNIT 26F PHASE I
LEGAL DESCRIPTION
ANNEXATION OF CC&R'S

Lots 15 thru 69 inclusive, Tracts A&B, Sun Lakes Unit Twenty
Six "F" Phase I according to the plat of record, Book of Maps
347 page 2 records of the Maricopa County
Recorder, Maricopa County, Arizona.

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SUN LAKES
UNIT TWENTY SIX " " " "
DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 11th day of July, 1990, by SUN LAKES MARKETING LIMITED PARTNERSHIP, an Arizona limited partnership, as Declarant and as present owner of the beneficial interest in Founders Title Insurance Agency, Inc. ~~COMPLXXX~~ Trust No. 2103, being properly authorized so to act by the terms of the Trust, and Founders Title Insurance Agency, Inc. ~~company, an Arizona~~ Corporation, successor in interest to Title Insurance Company of Minnesota, a Minnesota Corporation, as Trustee thereunder, hereinafter called "Trustee", solely as fee title holder and not personally, and acting at the proper direction of said Declarant, to establish the nature of use and enjoyment of that certain real property located in Maricopa County, Arizona, which is more particularly described in Exhibit A hereto (the "Premises"). Declarant and Trustee do declare the Premises to be subject to the express covenants, stipulations and restrictions set forth herein, and no other, all of which are to be construed as restrictive covenants running with the title to said real property, and do hereby impose and charge each Lot, for the benefit of Declarant and Trustee, their successors and assigns, with the certain exceptions, covenants, agreements, easements, restrictions, conditions and charges hereinafter set forth.

1. DEFINITIONS

(a) "Articles" mean the Articles of Incorporation of the Association which are filed in the office of the Arizona Corporation Commission, as said Articles may be amended or restated from time to time.

(b) "Association" shall mean the Sun Lakes Homeowners' Association No. 2, Inc., an Arizona non-profit corporation, its successors and assigns.

(c) "Board" shall mean the Board of Directors of the Association, acting as such.

(d) "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended or restated from time to time.

(e) "Common Areas" shall mean all the general common areas, if any, together with the improvements and facilities constructed thereon, and the private roadways as shown on the plat or plats of the Premises executed and recorded by the Declarant, as such plat or plats may be amended from time to time.

(f) "Declarant" shall mean Sun Lakes Marketing Limited Partnership, a limited partnership, whether acting on its own capacity or through a trustee, and its successors and assigns, which successors or assigns acquire all right, title and interest of Sun Lakes Marketing Limited Partnership, a limited partnership, in the Premises and in any other parcel then served by the Association.

(g) "Declaration" shall mean this entire document as the same from time to time may be supplemented and/or amended.

(h) "Lot" shall mean any plot of land within the Premises shown upon any plat or replat of any of the Premises signed and recorded by Declarant, with the exception of the Common Areas.

(i) "Owner" shall mean the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot.

(j) "Premises" shall mean all the real property described in Exhibit A hereto together with all real property actually annexed to the premises in accordance with Section 7 (a) - (c).

(k) "Sun Lakes" shall mean all real property now or hereafter served by the Association, and includes the premises and any real property which is subject to a declaration of restrictions as referred to in Sections 7 (a) - (c).

(l) "Transition Agreement" shall mean the agreement entered into between Declarant and the Association on November 15, 1989, as amended from time to time, governing certain aspects of their relationship prior to and after the transition of control of the Association from the Declarant to the other members of the Association. The Transition Agreement was ratified by a majority vote of the members of the Association at a special meeting called for that purpose on November 15, 1989.

(m) "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

2. USE OF LOTS.

(a) The Lots shall be for residential use only and construction is restricted to one high-class, single family dwelling per Lot. No other use, including commercial, professional or business activities, will be permitted on any Lot except as may be permitted by properly executed amendment or amendments to this Declaration as herein described,

providing said amendment or amendments are not in conflict with the then current zoning ordinance.

(b) All dwellings erected upon a Lot shall be of new construction, and no buildings or structures shall be moved on a Lot from other locations.

(c) No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any trailer, tent, shack, garage, barn or any other structure be used on a Lot as a residence, either temporarily or permanently, nor shall any structure or dwelling be moved onto the Premises from outside the Premises, except that a construction shed, used for the storage of tools, materials and equipment, may be maintained by the builder during the period of construction of the subdivision.

(d) Sun Lakes is intended for and operated for occupancy in at least 80% of its units by at least one person 55 years of age or older per unit. The Association is directed to maintain significant facilities and services specifically designed to meet the physical or social needs of older persons. The Association shall require that at least 80% of the units in Sun Lakes be occupied by at least one person 55 years of age or older and that all units be occupied by at least one person 40 years of age or older. The Association shall publish and adhere to policies and procedures which demonstrate an intent on the part of Sun Lakes to provide housing for older persons. No person who has not yet reached their 19th birthday shall reside permanently at Sun Lakes. The Board, in its sole discretion, shall have the right and power to determine when a person resides "permanently" within or upon the Premises.

(e) The Board or the Declarant shall designate from time to time storage areas near the Premises (an RV Storage Area) where recreational vehicles such as camping trailers, boat trailers, travel trailers, boats, motor homes, and pickup camper units ("Recreational Vehicles") may be stored and any fees to be payable therefor. No Recreational Vehicles shall be parked, placed, kept, maintained, constructed, reconstructed or repaired within the Premises, or stored within the Premises outside of an RV Storage Area, except that a Recreational Vehicle may be stored on a Lot for a period not to exceed twenty-four (24) hours during any calendar month or for such longer period as may be approved by the Board or Declarant. The Board, or a committee designated by the Board shall, upon request, determine whether or not any vehicle is a Recreational Vehicle and if such vehicle is in violation of this provision.

(f) Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development, sale,

operation or other disposition of Lots and/or dwellings or other improvements on or within the premises.

(g) Each Owner shall be subject to the following restrictions and duties with respect to party walls.

1) Every wall which is built as a part of the original construction and placed on the dividing line between Lots, or on a Lot setback line, shall constitute and be considered a party wall and as to such wall the Owners of the Lots on which it is located (in the case of a wall built on a dividing line between Lots), or the Owners of the Lots sharing the boundary line from which the wall is set back (in the case of a wall built on a Lot setback line) shall assume the obligations and be entitled to the rights and privileges of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls. In addition, each such Owner shall have an easement of continued use and enjoyment of, but shall not thereby be entitled without permission of the Board or of Declarant to locate any permanent improvements on or otherwise affect the drainage characteristics, composition or grade of, that portion of any adjoining Lot which may be located on his side of the party wall. Declarant shall have the right, at its sole discretion, to locate permanent improvements relating to the construction of the dwelling within the easement created herein.

2) If any party wall is damaged or destroyed through the act or acts of any Owner, or his agent, servant, guest, or member of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to its prior condition without cost to any other Owner. The failure forthwith to institute rebuilding or repairing of such party wall shall be sufficient reason for the Board to rebuild or repair the same and charge the Lot of the responsible Owner under the provision of this Declaration.

3) Any party wall damaged or destroyed by some event other than that of an act of an Owner, his agent, servant, lessee, guest or family member, shall be rebuilt or repaired by both Owners having an interest in said party wall pursuant to Paragraph 2 (g) (1) to the same condition as existed prior to the damage or destruction and so as to conform to any other requirements hereof at their joint and equal expense and as promptly as reasonably possible. The failure of said Owners to make such rebuilding or repairs as are reasonably necessary shall be sufficient reason for the Board to rebuild or repair said party wall and

charge the Lots of both Owners, as provided in this Declaration.

4) Any owner who proposes to modify, rebuild, repair or make additions to his own residence or structure upon his Lot in any manner which requires the extension, alteration or modification or any party wall, shall first obtain the written consent of the other Owner having an interest in said party wall pursuant to Paragraph 2 (g) (1), in addition to meeting the requirements pursuant to Paragraph 2 (g) of these restrictive covenants, of the building codes, and of any applicable ordinances of any governmental body.

(5) In the event of a disagreement between Owners having an interest in a party wall pursuant to Paragraph 2 (g) (1) with respect to the repair, reconstruction or maintenance of said party wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then upon the written request of either Owner to the Board, the matter shall be submitted to the Board for arbitration under such rules as may be adopted by the Board. If no such rules are adopted or the Board refuses to act, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen, or if they cannot agree within five (5) days, the third arbitrator shall be a judge of the Superior Court. A determination of the matter signed by any two of the three arbitrators shall be binding upon all persons.

(6) No private agreement of any Owners shall modify or abrogate any of these restrictive covenants nor the obligations, rights, duties, and limitations set forth upon individual Owners.

(h) Window coverings, other than those made of customary cloth materials, shall not be permitted to remain beyond thirty (30) days after completion of any dwelling.

(i) "For Sale" or "For Rent" signs displayed on any Lot, Common Area or street shall meet criteria established from time to time by the Board as to size, type, shape or placement on the Lot. The Board, the Association or their agent may enter the Lot for the purpose of removing any for sale or rent signs that do not comply with standards established by the Board.

(j) Outside clotheslines, or other outside facilities for drying or airing clothes, shall not be erected, placed, maintained or used within the Premises unless said facilities are concealed from all streets and not Visible from Neighboring Property.

(k) All dwellings or residences located on any Lot shall be constructed by Declarant, or its nominee, and be consistent in quality of design and construction with other residences constructed within the Premises.

(l) No animals, birds, fowl, poultry or livestock, other than a reasonable number of domestic dogs, cats, fish and birds in cages, shall be maintained on any Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. Dogs and other animals must be kept on a leash when not confined to a Lot. No owner shall permit its dog or animal to create unsanitary conditions anywhere on the Common Areas. No animal or bird shall be allowed to make an unreasonable amount of noise, nor to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal or bird is a nuisance and whether the number of animals or birds on any Lot is reasonable. The Board shall have the right to prohibit any Owner from keeping within the Premises any animal or bird which constitutes, in the opinion of the Board, a nuisance to any other Owner.

(m) No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area, except that of the builder during the period of construction of the subdivision, and no odors shall be permitted to arise therefore so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No outdoor burning of trash or other debris shall be permitted. No exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed on any Lot or Common Area. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

(n) Except for garbage or trash produced by Declarant or its nominee in connection with construction of the subdivision or of any improvements in Sun Lakes, no garbage or trash shall be placed on or kept on any Lot or Common Area, except garbage and trash resulting from use of the Premises for residential purposes, and all such garbage and trash shall at all times be placed and kept in plastic bags specified for such purpose. In no event shall such plastic bags be maintained so as to be visible from neighboring property except to make the same available for collection. Declarant or its nominee shall remove its garbage or trash produced during construction of the subdivision periodically and within a reasonable period of time.

(o) No owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

(p) Each owner shall have the right to lease his dwelling provided said lease is subject to, and requires lessee to comply with, the covenants, conditions, restrictions, limitations and uses contained in or issued pursuant to this Declaration, the Articles, the Bylaws, and rules and regulations of the Association specified by the Board.

q) No original construction, additions, exterior painting, landscaping or decorative alterations, repairs, excavation, roof replacement or other work which in any way alters the exterior appearance of any Lot or any improvements thereon shall be commenced, erected, maintained, made or done without the prior written approval of the Board or any committee established by the Board for that purpose. The Board shall have the right to refuse to approve any plans or specifications which are not suitable or desirable, in its opinion for aesthetic or other reasons and in so passing upon such plans, it shall have the right to take into consideration the suitability of the proposed structure or change, and of the materials of which it is to be built, the site upon which it is to be located, the harmony thereof with the surroundings and the effect thereof on the outlook from the neighboring Lots. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Board. All decisions of the Board shall be final, and no owner or other party shall have recourse against the Board for its refusal to approve any such plans and specifications.

(r) No home having less than eight hundred (800) square feet of living area, exclusive of carports and porches, shall be permitted on any lot.

(s) There shall be no exterior radio, TV, ham or C.B. antenna placed on any lot or improvement located thereon, nor shall any other type of structure, mast, pole or other device be placed on any lot without the prior written approval of the Board.

(t) No lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Maricopa or other governmental entity or agency having jurisdiction over or in the Premises or any part thereof.

3. PROPERTY RIGHTS.

Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner and right of an Owner to use the Common Areas for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction by an Owner of this Declaration.

(b) The right of the Association, and/or Declarant, as applicable, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, for such purposes and subject to conditions as may be agreed to by the Board of the Association. No such dedication or transfer shall be effective unless an instrument is signed by a majority of the Board.

(c) The right of the Association to charge fees and establish regulations for the use of any golf courses and other amenities located within the area served by the Association.

4. THE ASSOCIATION.

(a) The Association shall have such duties, obligations, powers and rights as are set forth herein and/or in the Articles and Bylaws.

(b) The Association, acting through the Board, shall be and hereby is empowered to decide all questions regarding enforcement of this Declaration and to take any and all actions needed, in its sole and absolute judgment, to enforce this Declaration.

(c) The Association, acting through the Board, shall have the right to contract for the services of and delegate its duties hereunder to any other corporation, person or partnership, provided however, that the enforcement of this Declaration shall remain the sole responsibility of the Association, acting through the Board.

(d) All Owners shall automatically become members of the Association and shall be subject to the provisions of this Declaration, the Articles and Bylaws.

5. COVENANT FOR ASSESSMENTS.

(a) Each Owner, by execution of a purchase contract or otherwise acquiring any interest in a Lot is deemed to covenant and agree, for himself, his heirs, successors and assigns, to pay to the Association all assessments, impounds and late payment penalties as provided herein and in the Articles and Bylaws. All assessments, impounds and late payment penalties, if any, together with interest, costs and reasonable attorneys' fees, shall be a lien upon the Lot to which they are assessed, as well as a personal obligation of the Owner of said Lot at the time the assessment is levied.

The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, or unless prior to the transfer of title as evidenced by the records of the County Recorder of Maricopa County, Arizona or other appropriate governmental agency, a lien for such assessment shall have been filed or recorded.

(b) The Association shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of mechanics' and materialmen's liens in the State of Arizona. No claim against the Association shall constitute a defense nor set-off in any action by the Association for nonpayment of any amounts which may be assessed hereunder.

6. LANDSCAPING AND MAINTENANCE CONTROL.

(a) The character of the landscaping to be placed on the front and/or side yards of each Lot must be such as to complement landscaping established in the Common Areas. Each Owner hereby agrees that exterior landscaping on such owner's lot from the front boundary to the curb or the street, and the side boundaries of the Lot to the adjacent Lot or Lots or the curb of the street (whichever is applicable) will be completed at such Owner's expense within sixty (60) days after completion of a dwelling upon said Owner's Lot, be of a quality compatible with the development and have the prior written approval of the Board.

(b) It shall be the responsibility of each Owner to install and maintain the landscaping from the front and side boundary of the Lot to the curb of the street or to the adjacent Lot or Lots or curb of the street (whichever is applicable) and to keep said Owner's Lot neat and clean, lawn mowed, or landscaped in colored rock, desert landscaping, or other types of landscaping deemed by the Board to be reasonable and compatible with surrounding Lots, and to keep the improvements on said Lot in a good state of repair, so as not to destroy or impair in the aesthetic qualities of the Premises.

(c) The Board shall have the right, both before and after completion of a dwelling and/or landscaping on a lot, to cause to be furnished the labor and/or materials necessary to bring any Lot and/or any improvements located thereon up to a standard approved by the Board, and upon demand the Owner of said Lot shall reimburse the Association for any expense incurred in exercising said right, payment of which shall be enforceable in the same manner as an assessment pursuant to Paragraph 5.

7. RESERVATION OF RIGHTS OF DECLARANT.

(a) Notwithstanding any other provision of this Declaration, Declarant reserves the right, in its sole discretion and without the approval, assent or vote of the

Association or of any Owners, to annex to the Premises at any time or times all or any additional real property within the boundaries defined in the Transition Agreement and the Articles, as they may be amended from time to time, in increments of any size whatsoever, and to annex or develop more than one such increment at any given time and in any given order; provided, however, that nothing contained in this Declaration shall obligate Declarant to annex any real property, and no portion of such real property shall become subject to this Declaration unless and until a Declaration of Annexation shall have been recorded as herein provided.

(b) A Declaration of Annexation shall be a writing in recordable form which annexes additional real property ("Annexation Property") to the Premises and to the plan of this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements, definitions and other provisions of this Declaration. A Declaration of Annexation shall state, with respect to the real property so annexed, the number and description of the Lots and the Common Areas included within such Annexation Property. The Annexation shall not become effective until recordation of the Declaration of Annexation and recordation of a plat (the "Annexation Plat") describing such portion of the Annexation Property and the Lots and Common Areas therein to be annexed that have not previously been described in a plat already recorded. The effective date of the annexation shall be the date of recordation of the Declaration of Annexation and Annexation Plat, or such later date as may be specified in the Declaration of Annexation. A Declaration of Annexation may contain additions and modifications of the covenants, conditions and restrictions contained in this Declaration that are not inconsistent with the plan of this Declaration. In no event, however, shall any Declaration of Annexation revoke, modify or add to the covenants established by this Declaration with respect to the property already subject to this Declaration.

(c) The recordation of a Declaration of Annexation and, if needed, the Annexation Plat shall, as of the effective date of the annexation, constitute and complete the annexation of the Annexation Property described therein, making that real property subject to this Declaration and subject to the functions, powers and jurisdictions of the Association, and thereafter that Annexation Property shall be part of the Premises for all intents and purposes of this Declaration and all of the Owners in accordance with this Declaration.

(d) It is recognized that at the date hereof, Lots and dwellings have not been sold or erected within the Premises, nor have all parcels eventually to be served by the Association been planned or subdivided. In order that said Lots and dwellings be sold and erected, the Common Areas be protected, and to assist in stabilizing the Association, Sun Lakes Marketing Limited Partnership, a limited partnership, or its

designated agent, shall have, at its option, the sole and exclusive right to manage the affairs of the Association, to make contracts or agreements on behalf of the Association for maintenance of common areas and operating of the Association and to do all things as authorized by this Declaration, the Articles and Bylaws until March 1993 when the transition of control of the Association is expected to pass from the Declarant to the other members of the Association in accordance with the Articles pertaining to the election of the Board.

(e) Until such time as control of the Association has passed to the members thereof, all rights, discretion, power and authority granted to said Association, including the right to collect assessments, shall, at the option of the Declarant, remain with the Declarant directly or through said Association.

(f) In furtherance of the foregoing, the Owner or Owners of a Lot shall be entitled to one vote for said Lot in any balloting of the members, with the exception that the Declarant shall be entitled to three votes for each Lot owned by it except as explicitly stated in the Articles pertaining to the election of the Board. The intent of this provision is to provide Declarant with control over the Association until March, 1993. The Declarant shall be entitled to three (3) votes for each lot owned except as explicitly stated in the Articles pertaining to the election of the Board regardless of when management is relinquished to the members of the Association or whether Declarant owns less than twenty-five percent (25%) of the lots.

(g) Voting rights for each lot in each other parcel served by the Association shall accrue at the time the subdivision plat for such parcel is recorded.

8. RECREATIONAL FACILITIES

Declarant caused title to certain recreational facilities (real property and improvements thereon) in Sun Lakes to be transferred to the Association on December 15, 1989, in accordance with the Transition Agreement. The common areas in Sun Lakes Unit Twenty-Six "A" and any real property annexed thereto pursuant to Sections 7 (a) - (c) shall be transferred to the Association when at least 50% of the lots are sold in accordance with the Transition Agreement.

9. DURATION, AMENDMENTS, TRANSFERS AND CONVEYANCES.

(a) The covenants herein contained run with the land and shall bind all persons in interest, all Owners, and their heirs, legal representatives, successors and assigns until January 1, 2020. Thereafter, said covenants shall be automatically extended for successive periods of five (5) years each, unless thirty (30) days prior to the end of the initial

term or any successive period of five (5) years, such covenants are amended or changed to provide otherwise or are terminated in whole or in part.

(b) Such amendment, changes or terminations shall be effected by instruments in recordable form executed by a majority of the Lot Owners and filed in the proper office of record. In no event shall the provisions in Sections 2 (a), (b), (d), (f), (g), (k), (n), 6, 7, 9, 12, 15, 16, 17, or any other provisions of this Declaration which have been included for the benefit of Declarant be modified or amended without prior written consent of Declarant.

(c) Any amendment to this Declaration which limits or terminates membership in the Association must be signed by two-thirds (2/3) of the members of the Board and by the Declarant.

(d) Each party who acquires any interest in all or any part of the Premises after the date hereof agrees to look for performance of, or relief deemed equitable for the enforcement of, the covenants, conditions and restrictions contained herein, only to Owners who are such when said performance and/or relief is sought, except as otherwise provided in Sections 5 and 6 hereof.

(e) Deeds of conveyance of the Premises, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

(f) Violation of any one or more of such restrictive covenants shall continue as a violation of the respective grantees.

10. VIOLATION: REMEDIES

(a) In the event of any violation or threatened violation of any of the restrictions, conditions or agreements contained herein, the Declarant, Association or any owner of any property then served by the Association may bring an action at law or in equity, for an injunction, damages or such other remedy as may be available. In the event the Declarant, Association or owner recovers judgment against any person for a violation or threatened violation of any of the covenants herein, the Declarant, Association or owner shall recover from such person reasonable attorneys' fees.

(b) The failure of the Declarant, the Association, or by any owner to enforce any restrictions, conditions, covenants or agreements contained herein shall not give rise to any claim or cause of action against the Declarant, Association or such

owner, nor shall failure to enforce be deemed a waiver or abandonment of this Declaration of any provision thereof.

11. SEVERABILITY

If any provision of this Declaration or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

12. EASEMENT FOR CABLE TV AND SECURITY SYSTEM

There is hereby reserved in Sun Lakes Marketing Limited Partnership, a limited partnership, the cable division, DBA Sun Lakes Cable, a perpetual exclusive easement and right of way across and upon all Common Areas for the maintenance, construction, and repair of a cable television system and/or security system and appurtenant facilities. Sun Lakes Cable shall have the right to excavate, have, place, lay, construct, operate, use, maintain, repair, replace, reconstruct, enlarge, alter, improve, add to, relocate and/or remove at any time, and from time to time, underground structures with required appurtenances necessary for the operation of said cable television system and/or security system and all miscellaneous equipment and material connected therewith. Sun Lakes Cable shall have the right of ingress to and egress from said easement by a practical route or routes, upon, over, and across the Common Areas or any portion or portions thereof, together with the right to clear and keep clear said easement and rights of way from explosives, materials, buildings, or other structures, implements, or obstructions without limiting the generality of the foregoing.

Sun Lakes Cable shall have the right to trim and cut trees, foliage, and roots upon and from within the above described easement and rights of way whenever, in Sun Lakes Cable's judgment, the same shall be necessary for the convenient and safe exercise of the rights herein granted. All cable television system equipment or security system equipment installed by Sun Lakes Cable in and upon the herein described easement shall remain the personal property of Sun Lakes Cable and shall not be deemed a part of the realty. Sun Lakes Cable shall have the right directly or indirectly to assign its rights to this easement. Neither the Declarant, the Association, nor Sun Lakes Cable is obliged to provide a cable television system and/or security system in the Premises. If a cable television system and/or security system is built by Sun Lakes Cable, or its assigns, the type and quality of the system shall be under the absolute discretion of Sun Lakes Cable, or its assigns. Notwithstanding any other provision of this Declaration, this section may not be amended without the prior written consent of Sun Lakes Cable or its successors or assigns.

13. PRIVATE ROADWAYS

All of the streets and roadways shown on the plat as part of the Premises, but not expressly dedicated to the public use, shall be private streets (the "Private Roadways"). Use of the Private Roadways shall be limited to Declarant, Owners and their families, guests, and invitees. Upon completion and sale of all dwellings within every parcel now or hereafter served by the Association, or sooner at the sole discretion of Declarant, Declarant shall cause title to the Private Roadways to be conveyed to the Management Association (as hereinbelow defined in paragraph 14). The Private Roadways shall, except with respect to title thereto and maintenance thereof which shall be held and performed by the Management Association, be deemed to be Common Areas.

14. MANAGEMENT ASSOCIATION

Declarant has incorporated, or will incorporate, a non-profit Arizona corporation, to be called Sun Lakes Unit 26 Management Association, Inc. (the "Management Association"), or some other name selected by Declarant, for the sole purpose of holding title to and maintaining the Private Roadways and the drainage system. In order to effectuate such purpose, the Management Association shall have all of the rights enumerated in Paragraph 5 and in the Articles of Incorporation of the Management Association to levy and collect such assessments from Owners as may be necessary to provide for the maintenance of the Private Roadways and the drainage system and to create a reserve fund to the extent that funds therefor are available, and in such amount as the Management Association may deem appropriate in its sole discretion, to provide for periodic maintenance, repair and replacement of the Private Roadways and the drainage system. The Management Association shall have the right to collect and enforce the payment of such assessments by action against any defaulting Owner or by lien against a Lot as provided in paragraph 5. Each Owner shall automatically be a member of the Management Association.

15. EXEMPTION OF DECLARANT AND TRUSTEE FROM RESTRICTIONS

Notwithstanding anything to the contrary in this Declaration, none of the covenants, conditions, restrictions, easements or other provisions in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant or Trustee, their employees, agents and contractors, or parties designated by them in connection with the construction, completion, sale or leasing of Lots, the Premises, Sun Lakes or any part thereof.

16. LIMITATION ON DECLARANT'S LIABILITY.

Notwithstanding anything to the contrary in this Declaration, each Owner, by accepting any interest in any

portion of the Premises and becoming an Owner, acknowledges and agrees that neither Declarant (including without limitation any assignees of the interest of Declarant hereunder) nor any officer, director or shareholder of Declarant (or any partner or shareholder in any such assignee) shall have any personal liability to the Association, or any Owner, Association, member or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or the Association except, in the case of Declarant (or its assignee), to the extent of its interest in the property served by the Association; and, in the event of judgment, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets, of the judgement debtor.

17. USE OF CLUBHOUSE.

(a) Declarant may use the clubhouse, and, if there is more than one, all clubhouses, located in Sun Lakes for sales and promotional purposes, as long as either Declarant or Trustee is the owner of any real property located within Sun Lakes, regardless of whether or not legal title to one or more of the Common Areas passes to the Association.

(b) No portion of the facilities and amenities located within Sun Lakes and commonly known as a "clubhouse" shall be used by anyone other than Declarant for the purpose of soliciting any prospective purchaser being escorted or shown through or viewing the clubhouse at the invitation of Declarant, its salesmen or employees. No one, other than Declarant, its salesmen or employees shall use any part of a clubhouse to consummate the purchase or sale of any property whatsoever.

(c) Nothing herein shall be construed to prevent anyone from showing a clubhouse or any other part of the Association facilities or Common Areas to any prospect or customer.

18. SECURITY

The Association will strive to maintain Sun Lakes as a safe, secure residential environment. However, neither the Association nor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All owners, tenants, guests and invitees of any owner, as applicable, acknowledge that Declarant and the Association and Committees established by any of the foregoing entities, are not insurers and that each owner, tenant, guest and invitee assumes all risk of loss or damage to persons, to lots, to residences and to the contents of lots and residences and further acknowledges that Declarant has made no representations or warranties, nor has any owner, tenant, guest or invitee relied upon any

representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security measures recommended or undertaken.

19. GENERAL PROVISIONS

(a) Notices to the Association or the Board which are provided for in this Declaration or in the Articles, Bylaws or Association Rules, shall be in writing and shall be addressed to the Association or the Board, as the case may be, at the following address:

Sun Lakes Homeowners Association No. 2 Inc.
25612 E.J. Robson Blvd.
Sun Lakes, Arizona 85248

The Association may at any time designate a different address by giving notice of such change of address to all Owners. If notice of any action or proposed action by the Association, the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution by the Board to be given to any Owner, then unless otherwise specified herein or in the Articles, Bylaws, or such resolution by the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within Sun Lakes or Maricopa County. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

(b) The marginal or topical headings of the Sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Sections of this Declaration.

(c) In the case of joint ownership of a Lot, the liabilities and obligations or each of the joint Owners set forth in or imposed by this Declaration, shall be joint and several.

(d) Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the County Recorder of Maricopa County, Arizona, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Sun Lakes can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

(e) Deeds to and instruments affecting all or any part of the Premises may contain the covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors, and assigns.

(f) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

(g) Except of judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions hereof.

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12th day of July, 1990, before me, the undersigned, a notary public for the State of Arizona, personally appeared Benny Gonzales, who acknowledged ~~her~~/himself to be the Trust Officer, of FOUNDERS TITLE INSURANCE AGENCY, INC., an Arizona Corporation, as Trustee, and that s/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 as Trustee by him/~~herself~~ as such officer.

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

SEAL



X _____

My Commission Expires:

6-6-94

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto affixed by their fully authorized agents this 11 day of July 19 90.

INSURANCE AGENCY, INC.

FOUNDERS TITLE COMPANY, an Arizona Corporation, as Trustee, successor in interest to Title Insurance Company of Minnesota, a Minnesota Corporation, as Trustee, under Trust No. 2103.

SUN LAKES MARKETING LIMITED PARTNERSHIP, an Arizona Limited Partnership, as Beneficiary under Founders Title Trust No. 2103.

BY: [Signature]
Trust Officer

BY: [Signature]
General Partner

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 11 day of July 1990, before me, the undersigned, a notary public for the State of Arizona, personally appeared EDWARD J. ROBSON who acknowledged himself to be the General Partner of Sun Lakes Marketing Limited Partnership, an Arizona limited partnership, and he as such person being authorized so to do executed the foregoing instrument for the purposes therein contained.

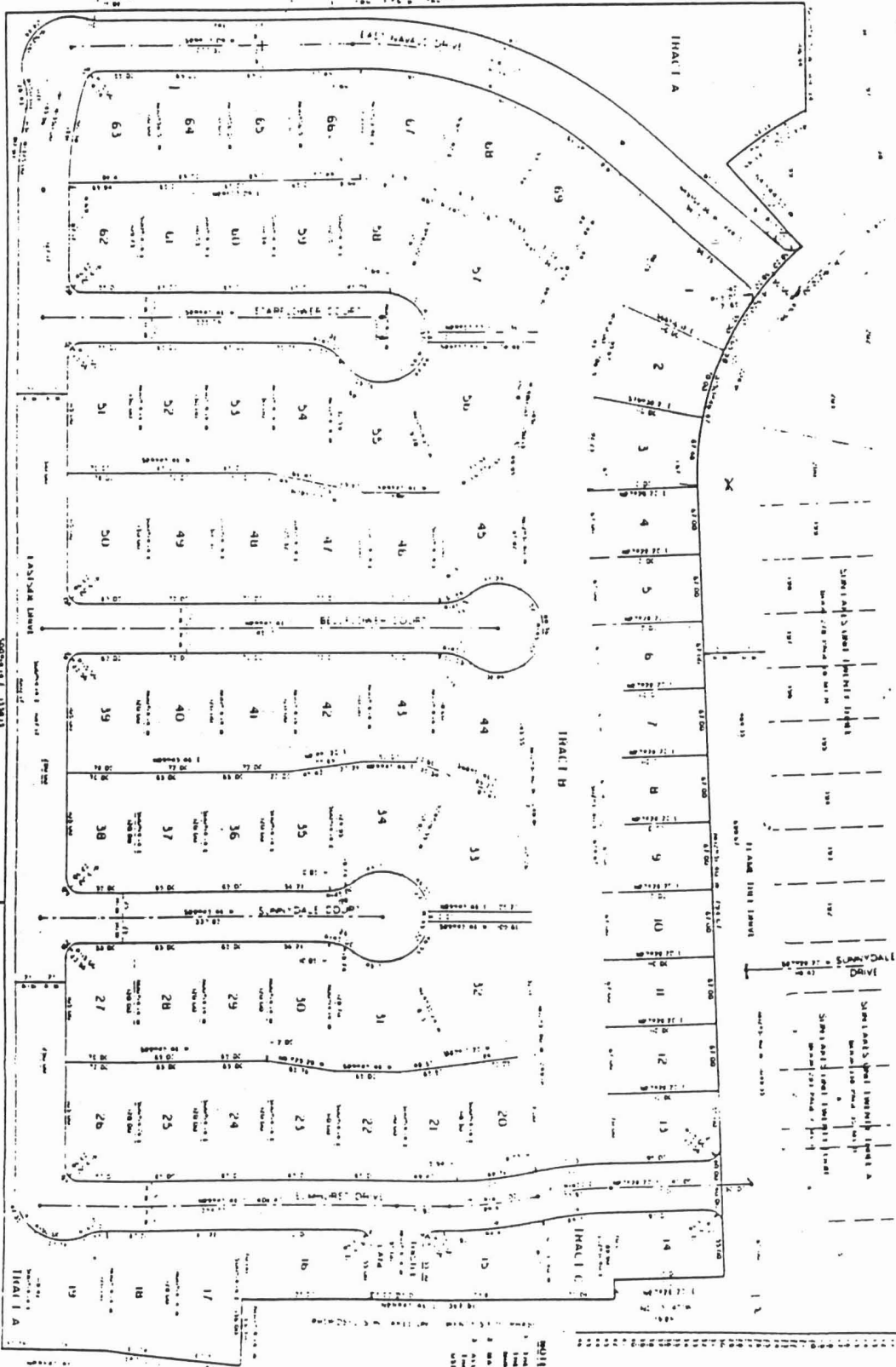
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

x [Signature]

My Commission expires:
July 21, 1993

SEAL

SUN LAKES UNIT TWENTY-SIX "F" PHASE I
 A RESUBDIVISION OF LOTS 180 THROUGH 114 OF SUN LAKES UNIT TWENTY THREE
 BK. 278, PG. 28, M.C.R. AND LOTS 157 THROUGH 188 OF SUN LAKES UNIT TWENTY FOUR BK. 293, PG. 7, M.C.R.
 AND A SUBDIVISION OF PART OF THE S.E. 1/4 OF SECTION 23, T.25, R.5E, G. & S.R.B. A.M.
 MARICOPA COUNTY, ARIZONA



SPECIAL NOTE
 FOR BUILDING ATTACHE LINES AND PUBLIC UTILITY
 EASTMENT LOCATIONS SEE SHEET 1 OF 1

APPROVED FOR RECORDATION
 DATE: 11/15/2011
 BY: [Signature]

Lot No.	Area (sq. ft.)	Area (sq. m.)	Area (ac.)
1	10,000	929.03	0.23
2	10,000	929.03	0.23
3	10,000	929.03	0.23
4	10,000	929.03	0.23
5	10,000	929.03	0.23
6	10,000	929.03	0.23
7	10,000	929.03	0.23
8	10,000	929.03	0.23
9	10,000	929.03	0.23
10	10,000	929.03	0.23
11	10,000	929.03	0.23
12	10,000	929.03	0.23
13	10,000	929.03	0.23
14	10,000	929.03	0.23
15	10,000	929.03	0.23
16	10,000	929.03	0.23
17	10,000	929.03	0.23
18	10,000	929.03	0.23
19	10,000	929.03	0.23
20	10,000	929.03	0.23
21	10,000	929.03	0.23
22	10,000	929.03	0.23
23	10,000	929.03	0.23
24	10,000	929.03	0.23
25	10,000	929.03	0.23
26	10,000	929.03	0.23
27	10,000	929.03	0.23
28	10,000	929.03	0.23
29	10,000	929.03	0.23
30	10,000	929.03	0.23
31	10,000	929.03	0.23
32	10,000	929.03	0.23
33	10,000	929.03	0.23
34	10,000	929.03	0.23
35	10,000	929.03	0.23
36	10,000	929.03	0.23
37	10,000	929.03	0.23
38	10,000	929.03	0.23
39	10,000	929.03	0.23
40	10,000	929.03	0.23
41	10,000	929.03	0.23
42	10,000	929.03	0.23
43	10,000	929.03	0.23
44	10,000	929.03	0.23
45	10,000	929.03	0.23
46	10,000	929.03	0.23
47	10,000	929.03	0.23
48	10,000	929.03	0.23
49	10,000	929.03	0.23
50	10,000	929.03	0.23
51	10,000	929.03	0.23
52	10,000	929.03	0.23
53	10,000	929.03	0.23
54	10,000	929.03	0.23
55	10,000	929.03	0.23
56	10,000	929.03	0.23
57	10,000	929.03	0.23
58	10,000	929.03	0.23
59	10,000	929.03	0.23
60	10,000	929.03	0.23
61	10,000	929.03	0.23
62	10,000	929.03	0.23
63	10,000	929.03	0.23

NOTES
 1. THE SUBDIVISION SHALL BE SUBJECT TO THE ZONING ORDINANCES OF THE CITY OF PHOENIX, ARIZONA.
 2. ALL UTILITIES, SEWER, AND WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PHOENIX, ARIZONA, UTILITY DEPARTMENT SPECIFICATIONS.
 3. ALL UTILITIES, SEWER, AND WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PHOENIX, ARIZONA, UTILITY DEPARTMENT SPECIFICATIONS.

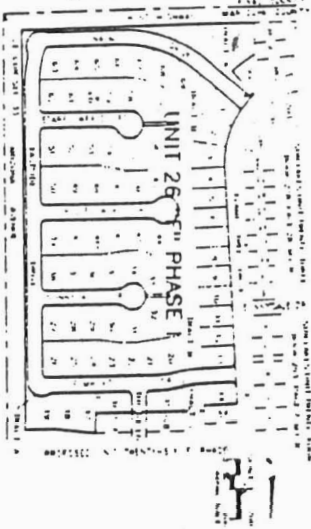
Open
 [Signature]



SUN LAKES UNIT TWENTY-SIX "F" PHASE I

CONSISTING OF 2 SHEETS

A RE SUBDIVISION OF LOTS 100 THROUGH 114 OF SUN LAKES UNIT TWENTY-THREE BK. 278, PG. 28, M.C.R., AND LOTS 157 THROUGH 160 OF SUN LAKES UNIT TWENTY FOUR BK. 293, PG. 7, M.C.R., AND A SUBDIVISION OF PART OF THE S.E. 1/4 OF SECTION 35, T.25, R.5E, G. & S.R.B. & M. MARICOPA COUNTY, ARIZONA



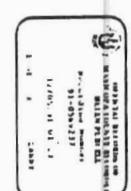
KEY MAP



TYPICAL LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY DESTRUCTS



VICINITY MAP N.T.S.



DEED RESTRICTIONS
 All of the above described lots are subject to the restrictions contained in the deed of the same.

CERTIFICATE OF LAND SURVEY
 I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Engineer in the State of Arizona, and that I am the Engineer of Record for the above described subdivision, and that the same is a true and correct copy of the original as shown to me by the County Assessor, and that I have not been furnished with any other information which would require a change in the above described subdivision.

[Signature]
 COUNTY ENGINEER

CERTIFICATE OF COUNTY ASSESSOR
 I, the undersigned, being duly sworn, depose and say that I am the County Assessor for Maricopa County, Arizona, and that I have examined the above described subdivision, and that the same is a true and correct copy of the original as shown to me by the County Assessor, and that I have not been furnished with any other information which would require a change in the above described subdivision.

[Signature]
 COUNTY ASSESSOR

CERTIFICATE OF COUNTY ENGINEER
 I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Engineer in the State of Arizona, and that I am the Engineer of Record for the above described subdivision, and that the same is a true and correct copy of the original as shown to me by the County Assessor, and that I have not been furnished with any other information which would require a change in the above described subdivision.

[Signature]
 COUNTY ENGINEER

BOARD OF SUPERVISORS
 I, the undersigned, being duly sworn, depose and say that I am a member of the Board of Supervisors for Maricopa County, Arizona, and that I have examined the above described subdivision, and that the same is a true and correct copy of the original as shown to me by the County Assessor, and that I have not been furnished with any other information which would require a change in the above described subdivision.

[Signature]
 BOARD OF SUPERVISORS

