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**SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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**SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This SkyRanch Aircraft Storage Second Amended and Restated Condominium Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the day hereinafter set forth by SkyRanch Aircraft Storage Condominium Association, an Arizona nonprofit corporation (the "Association").

RECITALS:

A. On June 16, 2010, the Association and Owners recorded the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder (the "Previous Declaration").

B. The Previous Declaration governs that certain parcel of real property located in Maricopa County, Arizona, described and depicted on Exhibit "A" attached hereto (the "Parcel").

C. The Association, by and through the Owners, wishes to amend and restate the Previous Declaration in its entirety as set forth herein.

D. Therefore, the Association hereby declares that the Parcel is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Parcel and Condominium. The covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens set forth herein shall run with the Parcel, shall be binding upon all persons having or acquiring any interests in the Parcel or any part thereof, shall inure to the benefit of every portion of the Parcel and any interest therein, and shall inure to the benefit of and be binding upon each Owner and his/her respective successors in interest.

**ARTICLE 1
DEFINITIONS**

As used herein, unless the context otherwise requires, the following terms shall have the following definitions.

1.1 "Act" means Title 33, Chapter 9 of the Arizona Revised Statutes, as amended from time to time.

1.2 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

1.3 "Assessments" mean the Regular Assessments, Special Assessments, Individual Expense Assessments, User Fee Assessments and Enforcement Assessments all levied pursuant to Article 5.

1.4 “Assessment Lien” means the lien granted to the Association by this Declaration and the Act to secure the payment of Assessments and any interest, late fees, Collection Costs and other fees and charges owed to the Association with respect to such Assessments.

1.5 “Association” means SkyRanch Aircraft Storage Condominium Association, an Arizona nonprofit corporation, its successors and assigns, and unless otherwise provided, shall mean and include its board of directors, officers and other authorized agents.

1.6 “Board” shall mean the board of directors of the Association.

1.7 “Building” or “Buildings” means each of the buildings now or hereafter located on the Parcel and containing Units as shown on the Plat.

1.8 “Bylaws” means the Bylaws of the Association, as amended from time to time.

1.9 “Collection Costs” mean all costs, fees, charges and expenditures (including, without limitation, collection fees, attorneys’ fees, court costs, filing fees and recording fees) incurred by the Association in collecting and/or enforcing payment of Assessments.

1.10 “Common Elements” mean the “common elements”, as that term is defined in the Arizona Revised Statutes §33-1202(7), including without limitation the land on which the buildings are constructed, the foundations, floors, roofs, load bearing columns, block walls and steel walls of the buildings, parking areas and all other portions of the Condominium, except the Units. “Common Elements” shall include any Limited Common Elements as may be hereinafter described.

1.11 “Common Expenses” mean the actual or estimated costs or expenses incurred or to be incurred by the Association or financial liabilities of the Association including, without limitation, the following:

(a) The cost of maintenance, management, operation, repair and replacement of the Common Elements and all other areas within the Condominium which are maintained by the Association;

(b) The cost of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, architects and employees;

(c) The cost of any utilities, trash pickup and disposal, landscaping, and other services benefiting the Unit Owners and their Units to the extent such services are paid for by the Association;

(d) The cost of fire, casualty, liability, worker’s compensation and other insurance maintained by the Association as provided in this Declaration;

(e) Reasonable reserves as deemed appropriate by the Board or required by the Condominium Documents;

(f) The cost of insuring and/or bonding the directors, officers and employees of the Association, any professional managing agent or any other person handling the funds of the Association;

(g) Taxes paid or accrued by the Association;

(h) Amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Elements or portions thereof; and

(i) Any cost incurred by the Association in furtherance of the purposes of the Association, the discharge of the obligations imposed on the Association by the Condominium Documents or the Act or the exercise by the Association of any of the powers or rights granted to the Association by the Condominium Documents or the Act.

1.12 “Common Expense Liability” means the percentage of undivided interests in the Common Expenses allocated to each Unit by Section 2.6.

1.13 “Condominium” means (a) the Parcel, (b) the Units comprising the Condominium hereby created, and (c) the Common Elements, including all Buildings, improvements and other permanent fixtures of whatsoever kind situated on the Parcel and all rights, privileges and appurtenances thereto, intended for the mutual use, benefit and enjoyment of the Owners; and such term shall in general have the same meaning as set forth in Arizona Revised Statutes §33-1202(10), as it relates to the Condominium.

1.14 “Condominium Documents” mean this Declaration and the Articles, Bylaws, and Rules.

1.15 “Declaration” means this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

1.16 “Enforcement Assessment” means an assessment levied pursuant to Section 5.6.

1.17 “Hangar Unit” means collectively: (a) an enclosed airplane hangar space that is sufficient in size to hold a full-size aircraft, and (b) an enclosed airplane hangar space that is combined with an adjacent storage space (which storage space is equivalent to a half-hangar). The Unit number of each Hangar Unit is depicted on the Plat and listed on Exhibit “B” attached hereto. There are 123 Hangar Units; some Hangar Units are solely airplane hangars and some Hangar Units are a combination of airplane hangar and storage space. A Hangar Unit does not include a Storage Unit defined under Section 1.38.

1.18 “Individual Expense Assessment” means an assessment levied by the Association pursuant to Section 5.4.

1.19 “Lease” means any agreement for the leasing or rental of a Unit and the interest in the Common Elements appurtenant to such Unit, or any portion thereof.

1.20 “Majority of Owners” means Owners holding more than fifty percent (50%) of the votes then entitled to be cast.

1.21 “Member” means a Person who is or becomes a member of the Association by virtue of being a Unit Owner as defined in Section 1.25 below. A Member is required to be a Unit Owner, and a Unit Owner is, by definition, a Member.

1.22 “Mortgage” means any Recorded, filed or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under obligation, including without limitation a deed of trust, but does not mean any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code, or any judgment lien, mechanic's lien, tax lien or similar involuntary lien or encumbrance on a Unit. “Mortgagee” means a person secured by a Mortgage, including a trustee and beneficiary under a deed of trust. “Mortgagor” means the party executing a Mortgage. “First Mortgage” means a Mortgage which is the first and most senior of all Mortgages upon the same property. “First Mortgagee” means a Mortgagee secured by a First Mortgage.

1.23 “Occupant” means a person or persons, other than an Owner, in rightful possession of a Unit.

1.24 “Owner” or “Unit Owner” means the record owner, whether one or more persons or entities, of the fee simple title, whether or not subject to any Mortgage, to any Unit which is a part of the Condominium, including a purchaser under an agreement for sale within the meaning of A.R.S. §33-741, but does not mean those having such interest merely as security for the performance of an obligation. In the case of Units the legal title to which is vested of record in a trustee pursuant to Arizona Revised Statutes §33-801 et seq., the trustor shall be deemed to be the owner thereof.

1.25 “Parcel” means the parcel of real estate described on Exhibit “A” attached hereto, which is hereby submitted to a condominium form of description and ownership.

1.26 “Parking Space” means a portion of the Common Elements intended for the parking of a single motor vehicle, not including an aircraft.

1.27 “Party Wall” means a wall located between two Units.

1.28 “Perimeter Building Wall” means the exterior structural wall of a Building, including all windows and doors, but excluding (a) any fixtures, lines, pipes, wires, ducts or conduits within the wall which serve only one Unit and (b) any lath, furring, wallboard, plasterboard, plaster, paint, wallpaper, paneling or other materials that constitute any part of the finished surfaces of the interior surface of a Perimeter Building Wall. Perimeter Building Walls are Common Elements, and all hangar doors, exterior doors, windows, casings, jambs and frames within a Perimeter Building Wall are Limited Common Elements.

1.29 “Person” means a natural individual, corporation, partnership, trustee or other entity capable of holding title to real estate.

1.30 “Plat” means the plat of survey of the Condominium as hereinbefore recorded in Book 303 of Maps, Page 8, in the Official Records of the Maricopa County Recorder, as amended by the Amendment recorded on February 20, 1990, as instrument number 90-076089; Amendment recorded on January 27, 1992, as instrument number 92-0042532; Second Amendment recorded on

November 8, 1993, as instrument number 93-0772768; Third Amendment recorded on April 2, 2002, as instrument number 2002-0335090; the plat for SkyRanch Aircraft Storage Condominium - Phase II, recorded in Book 588 of Maps, Page 45, and as instrument number 2002-0335089; the Map of Correction recorded on June 16, 2010 in Book 1057, Page 38, and as instrument number 2010-0509828, in the Official Records of the Maricopa County Recorder; and the Unit Split for Units C9, D1, D8 SkyRanch Aircraft Storage Condominium, recorded on October 20, 2016 in Book 1294, Page 50, and as instrument number 2016-0770902, in the Official Records of the Maricopa County Recorder.

1.31 “Record” or “Recording” refers to the record or the act of recording, in the Official Records of the Maricopa County Recorder.

1.32 “Regular Assessment” means the assessment levied against the Units pursuant to Section 5.2.

1.33 “Rules” mean the SkyRanch Flight Association and SkyRanch Storage Condominium Association Airport Operation and Safety Regulations, as amended from time to time, and any other rules and regulations adopted by the Board of Directors from time to time.

1.34 “Special Assessment” means the assessment levied against the Units pursuant to Section 5.3.

1.35 “Special Use Permit” means Town of Carefree Ordinance No. 85-22 and Ordinance No. 99-03, and any amendments thereto, copies of which are attached hereto as Exhibit “C” and incorporated herein by reference.

1.36 “Storage Unit” means a half-size storage hangar space depicted on the Plat and listed on Exhibit “B” attached hereto. There are two (2) Storage Units. The term “Storage Unit” does not include a storage space that is combined with a hangar space to constitute a Hangar Unit defined under Section 1.18.

1.37 “Town” means the Town of Carefree, Arizona.

1.38 “Tie Down Unit” means an uncovered Unit that is intended for use as an outdoor parking space for aircraft. The location and dimensions of each Tie Down Unit are shown on the Plat. The Tie Down Units are depicted on the Plat and listed on Exhibit “B” attached hereto. There are eleven (11) Tie Down Units. If an airplane hangar Building is built within the space depicted on the Plat as a Tie Down Unit, upon issuance of a certificate of occupancy for that Building, the Tie Down Unit will cease to be treated as a Tie Down Unit and it will thereafter automatically convert to a Hangar Unit.

1.39 “Unit” means each portion of the Condominium which consists of a Hangar Unit, Storage Unit or Tie Down Unit, as shown on the Plat and as listed on Exhibit “B”. The boundaries of each Unit, other than a Tie Down Unit, are described in Section 3.1 below. The boundaries of each Tie Down Unit are shown on the Plat. The term “Unit” as used herein shall have the same meaning as that defined in Arizona Revised Statutes §33-1202(22). There shall be allocated and appurtenant to each Unit an undivided interest in the Common Elements as set forth in Section 2.6 hereof.

1.40 “User Fee Assessments” means (a) any payments, fees or charges imposed by the Association pursuant to Section 5.5 for the use, rental or operation of the Common Elements, other than Limited Common Elements intended to serve a single Unit, and for services provided to Unit Owners; and (b) reasonable charges imposed by the Association pursuant to Section 5.5 for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments.

1.41 “Visible From Neighboring Property” means, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing at ground level on any part of an adjoining Unit, Common Element, Limited Common Element or other property.

ARTICLE 2 ESTABLISHMENT OF CONDOMINIUM, DESCRIPTION OF THE UNITS AND THE COMMON ELEMENTS, AND ALLOCATION OF PERCENTAGE INTERESTS AND OBLIGATIONS

2.1 Establishment of the Condominium. The Condominium has been established pursuant to Title 33, Chapter 9 of the Arizona Revised Statutes, and all Units shall be owned, leased, sold, conveyed and encumbered or otherwise held or disposed of subject to the terms, conditions and other provisions of the Condominium Documents, and the Special Use Permit. In the event of any conflict between the terms of the Condominium Documents and the Special Use Permit, the terms of the Special Use Permit shall prevail.

2.2 Condominium. The entire Condominium shall consist of the Common Elements and the Units.

2.3 Units and Unit Boundaries. There are a total of 136 Units in the Condominium. The boundaries of each Hangar Unit and Storage Unit (but not Tie Down Unit) are as follows: (a) the vertical boundaries are the interior unfinished surfaces of the Perimeter Building Walls of the Unit and a vertical plane running through the center of any Party Wall separating the Unit from another Unit; (b) the lower horizontal boundary is the horizontal plane of the top surface of the unfinished slab of the Unit; and (c) the upper horizontal boundary is the horizontal plane of the bottom surface of the roof truss of the Unit. The boundaries of each Tie Down Unit are shown on the Plat. Each Unit's identifying number is set forth on the Plat. Each Unit shall include the space enclosed and bounded by the boundaries of that Unit described on the Plat, plus as to any Hangar Unit, Small Unit and Storage Unit (but not Tie Down Unit), any plumbing fixtures or lines and electrical or refrigeration equipment or lines which exclusively serve such Unit; provided, however, that no portion of the roof, support columns and footing, bearing walls or other structural components of the Building in which each Unit is located and no pipes, wires, conduits, ducts, flues, shafts, or public utility, water or sewer lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of a Unit. In the event of any inconsistency or conflict between the provisions of this Section 2.3 and the Plat in regard to the description of the boundaries of a Unit, this section shall control.

2.4 Common Elements. The Common Elements are all of those portions of the Condominium not included within the description of the Units as provided in Section 2.3 hereof. A further description of the Common Elements is as set forth in Section 1.10 hereof and as further delineated on the Plat.

2.5 Limited Common Elements. The Limited Common Elements are portions of the Common Elements allocated hereby for the exclusive use of certain Unit Owners. The hangar doors, as more specifically delineated on the Plat, all drive motors, seals, latches, locking devices and all other equipment related to the hangar doors and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements, and subject to the rights of the Association set forth in Section 6.2 hereof, are for the exclusive use and benefit of the Unit Owner benefitted thereby. Any such Limited Common Element may be reallocated with respect to the Units benefitted by an amendment to this Declaration executed according to the process, requirements, and approval set forth in A.R.S. § 33-1218(B) of the Act, without the approval otherwise required by Section 12.3 hereof.

2.6 Allocation of Common Element Interest and Common Expense Liabilities. Each Unit is allocated a percentage of undivided interests in the Common Elements and in the Common Expenses calculated as follows: each Hangar Unit and Tie Down Unit shall be allocated a full share, except that each Hangar Unit that has been split shall be allocated a one-half share; each Storage Unit shall be allocated a one-half share. The percentage of undivided interests of each Unit is set forth on Exhibit "B" attached to this Declaration and shall be binding upon the Owners for all purposes under this Declaration. The percentage of interest of each Unit in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners in accordance with their respective percentages of interest. The ownership of each Unit shall not be conveyed separate from the percentage of interest in the Common Elements allocated to the Unit. The undivided percentage of interest in the Common Elements allocated to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering the Unit may refer only to the fee title to the Unit. Except as permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated is void.

2.7 Hangar Unit Subdivision. A single Hangar Unit that is a combination of airplane hangar and storage space may be split or subdivided once into two Hangar Units in accordance with the terms herein and A.R.S. § 33-1223. Such relocation shall be made by an amendment to this Declaration and to the Plat that is executed by the Owner of the Hangar Unit and by the Association. Each resulting Hangar Unit shall have one-half (1/2) vote and shall have half a share of undivided interests in the Common Elements and in the Common Expenses of the original Hangar Unit.

2.8 Restriction on Transfer or Leasing of a Portion of a Unit. Except as provided in Section 2.7 herein, no portion of a Unit may be transferred or leased. Without limitation to any other provision herein, any Hangar Unit consisting of a hangar space combined with a storage space must be sold, assigned, conveyed or leased as an undivided unit, so that the hangar space may not be sold, assigned, conveyed or leased separate from the storage space, and vice versa.

ARTICLE 3 EASEMENTS

3.1 Use of Common Elements. There shall be appurtenant to each Unit a non-exclusive and perpetual right and easement to use the Common Elements except as otherwise provided in Section 2.5 hereof, as may be required for the purposes of access, ingress and egress to and from, and the use, occupancy, and enjoyment of the Units and the Common Elements for their intended purposes as provided herein. Such right and easement shall extend to each Occupant and the agents, employees, family members and invitees of the Owner or Occupant of each Unit. Such right and easement shall be subject to such limitations, restrictions, rules and regulations as may from time to time be promulgated by the Board including. The Board shall have authority to lease, convey easements or grant concessions consistent with the overall character and use of the Condominium with respect to parts of the Common Elements and to change the character, description and use thereof, subject to the provisions of the Act, this Declaration, the Articles, Bylaws and Rules. Any funds received by the Association from leases, concessions or other sources shall be held and used for the benefit of the Members pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe. Notwithstanding anything contained herein to the contrary, there shall be no restriction upon any Owner's right of ingress and egress to or from such Owner's Unit, which right shall be perpetual and appurtenant to the ownership of such Owner's Unit.

3.2 Utility Easement. Notwithstanding any other provisions hereof, there is hereby created a blanket non-exclusive easement upon, across, over and under the Condominium (other than the interior of the Units) and the Common Elements for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including by way of illustration, but not of limitation, water, sewer, gas, telephone, electricity, television cable, internet, and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Common Elements and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the Buildings; provided, that no such utility and service line or system may be installed or relocated on the Common Elements except as initially planned and approved or as thereafter approved by the Board. This easement shall in no way affect any other previously recorded easements which affect the Condominium.

3.3 Encroachments. If any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements, or if any Unit or doorway providing ingress and egress thereto or therefrom shall actually encroach upon another Unit or doorway, as the Common Elements and the Units are shown on the Plat, whether such encroachment results from the initial construction or from subsequent repair, reconstruction, settlement or shifting, there shall be deemed to mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachment so long as the same shall exist; provided, however, that no such easement shall result from any alteration, addition or improvement made by an Owner without the prior written approval of the Board. The Association shall at all times have the right to maintain any Common Elements now existing or hereafter constructed, regardless of any encroachment now or hereafter existing of any such Common Elements upon any Unit.

3.4 Entry by Board or its Agent. The Board or its authorized agents may enter any Unit at any time for any proper Association purpose. If it becomes necessary to break into a Unit

because no key or means of access was provided by the Occupant or Owner, the Association, its directors, officers and agents shall not be liable for any damage done to the Unit as a result of the exercise of this right of entry. The party exercising this right of entry shall see that reasonable measures are taken to secure the Unit until either the Occupant or Owner shall be notified that the Unit has been entered.

ARTICLE 4

THE ASSOCIATION, MEMBERSHIP, AND VOTING

4.1 Association. The Association has been formed to constitute the “Unit Owners' Association,” as that term is defined in Arizona Revised Statutes §33-1202(4). The Association shall serve as the governing body for all of the Owners for the protection, improvement, alteration, expansion, augmentation, disposal, divestment, redescription, maintenance, repair, replacement, administration and operation of the Condominium, the assessment of expenses, payment of losses, dispositions of hazard insurance proceeds received by the Association, and other matters as provided in the Act and in the Condominium Documents. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary in order to effectuate the objectives and purposes of the Association as set forth in this Declaration and the Condominium Act.

4.2 Board of Directors. Unless the Condominium Documents or the Act specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board of Directors. In the event of any dispute or disagreement between any Owners relating to the Condominium, or any question of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Board shall be final and binding on each and all of such Owners, subject to any judicial determination. Each director shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, limited liability company, partnership or trust, a director may be an officer, member, manager, partner, trustee or beneficiary of such Owner). Notwithstanding the foregoing, a majority of the directors on the Board shall be Unit Owners. If a director shall cease to meet such qualifications during his/her term, he or she will thereupon cease to be a director and his/her place on the Board shall be deemed vacant.

4.3 Membership. Each Owner shall be a Member of the Association as soon and so long as he or she shall be an Owner. Such membership shall automatically terminate when an Owner ceases for any reason to be an Owner, and the new Owner shall likewise automatically succeed to such membership in the Association. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Unit to which it is appurtenant (and then only to the purchaser involved in such sale) or by intestate succession, testamentary disposition, foreclosure of a Mortgage of record or other legal process transferring fee simple title to such Unit (and then only to the Person to whom such fee simple title is transferred). Any attempt to make a prohibited transfer of a membership will be void and will not be recognized by or reflected upon the books and records of the Association. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his/her name upon the sale of such Owner's Unit to the purchaser of such Owner's Unit, the Association shall have the right to enter a transfer upon the books of the Association and issue a new membership to the purchaser, and thereupon the old

membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

4.4 Voting.

4.4.1 The votes in the Association shall be allocated among the Units as follows: each Hangar Unit and Tie Down Unit shall be allocated one (1) vote; provided any Hangar Unit that has been split shall be allocated one-half (1/2) vote. Each Storage Unit shall be allocated one-half (1/2) vote; provided that the vote allocated to any Tie Down Unit owned exclusively by the Association shall be inactive (and therefore not available to be voted) for so long as the Association owns that Tie Down Unit. The vote allocated to any Tie Down Unit owned by the Association shall reactivate upon the conveyance of all or any portion of the fee ownership of that Tie Down Unit to a Person other than the Association.

4.4.2 When more than one (1) Person holds an interest or interests in any Unit (“Co-owners”), all such Co-owners shall be Members of the Association and may attend any meeting of the Association, but only one (1) such Co-owner shall be entitled to exercise the votes allocated to that Unit. If only one (1) of several Co-owners of a Unit is present at a meeting of the Association, that Co-owner is entitled to cast the vote allocated to that Unit. Co-owners owning a majority of the interests in a Unit may from time to time designate in writing to the Association which Co-owner may vote. Fractional voting among Co-owners shall not be allowed. Where no voting Co-owner is designated or if the designation has been revoked, the vote for the Unit shall be exercised by the Co-owners owning a majority of the interests in the Unit. Unless the Board of Directors receives a written objection in advance from an absent Co-owner, it shall be conclusively presumed that the corresponding voting Co-owner is acting with the consent of all Co-owners. No vote shall be cast for any Unit if the Co-owners present in person or by ballot owning a majority of the interests in such Unit cannot agree to said vote or other action. The nonvoting Co-owner or Co-owners shall be jointly and severally liable for all of the obligations imposed upon the jointly owned Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting established herein, or in the Bylaws, shall be deemed to be binding on all Owners (including all Co-owners), their successors and assigns.

4.4.3 The Board may suspend the right of any Unit Owner to vote for any period during which any Assessment attributable to such Owner's Unit remains unpaid or for any reasonable time period for any violation of the Declaration or the Rules.

4.5 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use of any area by any Unit Owner, by the family of such Unit Owner, or by any invitee, licensee or lessee of such Unit Owner; provided, however, that the Rules may not unreasonably discriminate among Unit Owners and shall not be inconsistent with the Act, this Declaration, the Articles or Bylaws. Notwithstanding the generality of the foregoing, the Board shall have full authority to establish, maintain, assign and manage the Parking Spaces for and on behalf of all Owners, and the use thereof shall be subject to such rules and regulations as may be imposed by the Board. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner and may be Recorded.

4.6 Limitation of Liability.

4.6.1 Personal Liability. No director or officer of the Association, no member of any committee of the Association, and no other person acting on behalf of the Board of Directors shall be personally liable to any Member, or to any other Person for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence in the discharge of such person's duties and responsibilities under the Condominium Documents provided such person acted in good faith and without intentional misconduct.

4.6.2 Director Liability. In accordance with the provisions of the Arizona nonprofit corporation act (set forth at A.R.S. § 10-3101 et seq., as may be amended from time to time), each member of the Board of Directors shall be immune from civil liability and shall not be subject to suit indirectly or by way of contribution for any act or omission resulting in damage or injury if such member of the Board was acting in good faith and within the scope of his/her official capacity (which is any decision, act, or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized) unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the Board member. This provision intends to give all Board members the full extent of immunity available under the Arizona nonprofit corporation act.

4.7 Books and Records.

4.7.1 Except as provided herein, all financial and other records of the Association shall be made reasonably available for examination by any Owner or any person designated by the Owner in writing as the Owner's representative.

4.7.2 Books and records kept by or on behalf of the Association and the Board of Directors may be withheld from disclosure to the extent that the portion withheld relates to any of the following:

- (a) Privileged communication between an attorney for the Association and the Association;
- (b) Pending or contemplated litigation;
- (c) Meeting minutes or other records of a session of a Board of Directors meeting that is not required to be open to all Owners pursuant to applicable law;
- (d) Personal, health and financial records of an individual Owner, an individual employee of the Association or an individual employee of a contractor for the Association; or
- (e) Records relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the Association or an individual employee of a contractor of the Association who works under the direction of the Association; or
- (f) Records permitted by law to be withheld by the Association.

4.7.3 The Association shall not be required to disclose financial and other records of the Association if disclosure would violate any state or federal law.

4.8 Annual Review, Audit, or Compilation. The Board of Directors shall provide for an annual financial audit, review or compilation of the Association. The audit, review or compilation shall be completed no later than one hundred eighty days after the end of the Association's fiscal year and shall be made available upon request to the Unit Owners within thirty days after its completion.

4.9 Conflict of Interest. Any director's conflict of interest transactions shall be decided in accordance with the requirements and procedures of the Act and the Arizona nonprofit corporation act.

4.10 Borrowing Power. The Association may borrow money in such amounts as are approved by the Unit Owners, subject to the procedures set forth herein. In connection therewith, the Association may assign its right to future income, including the right to receive Assessments. The Board, after consulting with one or more lending institutions, shall submit to the Owners a borrowing plan containing the proposed amount, rates, terms, and security of the loan. The borrowing plan must be approved by the vote of Unit Owners holding more than fifty percent (50%) of the votes cast on the matter. The rates, terms, and security, and periods of time of the loan are subject to change pursuant to changes in available credit from the time the borrowing plan was obtained from the lending institution and when the borrowing plan was approved by the Owners. The amount borrowed, however, may not be an amount greater than approved by the Owners.

4.11 Additional Provisions in Articles, Bylaws and Rules of the Association. The Articles, Bylaws and Rules may contain any provision not inconsistent with the law or with this Declaration relating to the conduct of the affairs of the Association and rights and powers of its directors, officers, employees, agents and members.

ARTICLE 5 ASSESSMENTS

5.1 Preparation of Budget.

5.1.1 At least thirty (30) days before the beginning of each fiscal year of the Association, the Board of Directors shall prepare a proposed budget for the Association containing an estimate of the total amount of funds which is sufficient to pay all Common Expenses, including, but not limited to: (a) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing, including, but not necessarily limited to, the amounts set forth in any Reserve Study (defined in Section 5.11.1 below); (b) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (c) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and (d) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units. Prior to adoption, the proposed budget shall be submitted to the Members for review and comment. After giving the

Members a reasonable opportunity to comment upon the proposed budget, and after considering any comments received by the Board from the Members, the Board of Directors is expressly authorized to adopt and amend the annual budget for the Association, and no ratification of any budget by the Unit Owners shall be required.

5.1.2 After the annual budget is adopted by the Board for each fiscal year, the Board of Directors shall send to each Owner a summary of the budget and a statement of the amount of the Regular Assessment assessed against the Owner's Unit in accordance with Section 5.2. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his/her allocable share of the Common Expenses as provided in Section 5.2, and each Owner shall continue to pay the Regular Assessment for his/her Unit as established for the previous fiscal year until notice of the Regular Assessment for the new fiscal year has been given to the Owners by the Board of Directors.

5.2 Regular Assessment.

5.2.1 For each fiscal year of the Association, and subject to the exemption set forth in Section 5.2.6, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to this Declaration) shall be assessed against each Unit in proportion to the Unit's Common Expense Liability as set forth in Section 2.6. The amount of the Regular Assessment assessed pursuant to this Section 5.2.1 shall be in the sole discretion of the Board of Directors. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, the Board of Directors may increase the Regular Assessment for that fiscal year and the revised Regular Assessment shall commence on the date designated by the Board of Directors.

5.2.2 The Board of Directors may require that the Regular Assessments or Special Assessments be paid in installments.

5.2.3 Any Common Expense or portion of a Common Expense benefitting fewer than all of the Units, including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed and allocated against the Units benefitted in proportion to each Unit's benefit as determined by the Board.

5.2.4 If any Common Expense is caused by the misconduct of any Owner, the Association shall assess that Common Expense exclusively against such Owner's Unit as an Enforcement Assessment. Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to each Unit's respective Common Expense Liability.

5.2.5 All Assessments, monetary penalties and other fees and charges levied against a Unit shall be the personal obligation of the Owner of the Unit at the time the Assessments, monetary penalties or other fees and charges became due. The personal obligation of an Owner for Assessments, monetary penalties and other fees and charges levied against his/her Unit shall not pass to the Owner's successors in title unless expressly assumed by them.

5.2.6 The Association shall be exempt from paying any Assessments allocable to any Tie Down Unit owned exclusively by the Association.

5.3 Special Assessments. The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any Common Expense or for any other lawful Association purpose, provided that any Special Assessment (other than a Special Assessment levied pursuant to Section 8.1 as a result of the damage or destruction of all or part of the Common Elements) shall have first been approved by a Majority of Owners. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Owners.

5.4 Individual Expense Assessment. The Association may contract with various suppliers of goods or services to provide to the Owners and Occupants goods or services which the Association is not required to provide under the Condominium Documents. Any such contract may either provide that the Association shall pay for the cost and expense of the goods or services provided to the Owners or Occupants under the contract or that the cost and expense shall be billed directly to the Owner or Occupant receiving such goods or services. Any such costs and expenses paid by the Association shall be assessed as an Individual Expense Assessment to the Unit receiving such goods or services.

5.5 User Fee Assessments. The Association may levy a User Fee Assessment against any Unit Owner for the purposes described in Section 1.42.

5.6 Enforcement Assessment. The Association may assess against a Unit Owner as an Enforcement Assessment any of the following expenses: (a) any Collection Costs incurred by the Association in attempting to collect Individual Expense or User Fee Assessments or other amounts payable to the Association by the Owner; (b) any attorneys' fees (whether or not a lawsuit is filed) incurred by the Association with respect to any violation of the Condominium Documents by the Owner or the Owner's Occupants or invitees; and (c) any amounts (other than Regular Assessments, Special Assessments, Individual Assessments and User Fee Assessments) which become due and payable to the Association by the Owner or the Owner's Occupants or invitees pursuant to the Condominium Documents.

5.7 Purposes for which Association's Funds May be Used. The Association may use the funds and property collected and received by the Association (including, but not limited to, all Assessments, fees, loan proceeds, surplus funds and all funds and property received from any other source) for the purpose of: (a) discharging and performing the Association's duties and obligations under the Condominium Documents or applicable law; (b) exercising the rights and powers granted to the Association by the Condominium Documents or applicable law; (c) providing or promoting activities and services the Board of Directors deems appropriate, necessary or desirable to foster or promote the common good and general welfare of the Condominium and the Owners and Occupants; (d) contracting for services to be provided to Owners and Occupants; and (e) taking such other action as the Board of Directors deems necessary, appropriate or desirable for the management and administration of the Association or the benefit of the Association or the Condominium.

5.8 Effect of Nonpayment of Assessments; Remedies of the Association.

5.8.1 Any Assessment, or any installment of an Assessment, which is not paid within thirty (30) days after the Assessment first became due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of interest established from time to time by the Board of Directors. Until the Board of Directors establishes a rate, the default rate of interest shall be twelve percent (12%) per annum. If any Assessment, or any installment thereof, is not paid within thirty (30) days after the Assessment first became due, the Association may assess against the delinquent Unit Owner a late fee in the amount established from time to time by the Board of Directors, which shall not exceed the amount prescribed under the Act.

5.8.2 All Regular and Special Assessments, and all interest, late fees, Collection Costs and other fees and charges imposed or levied against any Unit or Unit Owner relative to such Assessments shall be secured by the Assessment Lien as provided for in the Act. The recording of this Declaration constitutes record notice and perfection of the Assessment Lien, and no further recordation of any claim of lien shall be required, Although not required in order to perfect the Assessment Lien, the Association shall have the right but not the obligation to record a notice setting forth the amount of any delinquent Assessments and/or other fees or charges imposed or levied against a Unit or the Unit Owner which are secured by the Assessment Lien.

5.8.3 The Assessment Lien shall have priority over all liens, other interests and encumbrances except for: (a) liens for real estate taxes and other governmental assessments and charges and (b) the lien of any First Mortgage. Any First Mortgagee or any other Person acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments and charges against the Unit which became payable prior to the acquisition of such Unit by the First Mortgagee or other Person. Any Assessments and charges against the Unit which accrue prior to such sale or transfer shall remain the obligation of the defaulting Unit Owner.

5.8.4 The Association shall have the right, at its option, to enforce collection of any delinquent Assessments and all other fees and charges owed to the Association in any manner allowed by law including, but not limited to: (a) bringing an action at law against the Unit Owner personally obligated to pay the delinquent amounts and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts; or (b) bringing an action to foreclose the Assessment Lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale. The proceeds of any rental or sale, after satisfaction of any lien of a First Mortgage or government lien with priority over the Assessment Lien, shall be applied in accordance with the Act and any balance remaining after such application shall be held by the Association for the payment of any future assessments or other charges. Upon the confirmation of the sale, the purchaser of such Unit shall be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for writ of possession for the purpose of acquiring such possession. The purchaser at any such sale shall take the Unit sold subject to all of the covenants, conditions and restrictions contained in this Declaration.

5.9 Certificate of Payment. All payments received on account of a Unit Owner shall be applied by the Association in accordance with the provisions of A.R.S. § 33-1256(J). The Association on written request shall furnish to a lienholder, escrow agent, Unit Owner or person designated by a Unit Owner a recordable statement setting forth the amount of unpaid Assessments against the Unit. The statement shall be furnished within ten (10) days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner if requested by an escrow agent licensed to do business in the State of Arizona. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement.

5.10 No Exemption or Offsets. No Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and nonuse of any of the Common Elements and facilities or by the abandonment of his/her Unit. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Act.

5.11 Reserves.

5.11.1 Not less frequently than once every five (5) years, the Board of Directors shall perform a study of the amounts, if any, required to be set aside by the Association in reserve to pay for future capital repairs and replacements to the Common Elements ("Reserve Study"). The Reserve Study may be performed by the Board, an individual or committee appointed by the Board, or an independent agent experienced in the preparation of reserve studies hired by the Board. The Board shall have the discretion to postpone or defer the preparation of the Reserve Study, and the members of the Board of Directors shall not be liable if a Reserve Study is not prepared every five (5) years.

5.11.2 The Board of Directors may establish reserves for the future periodic maintenance, repair or replacement of the major components of the Common Elements which the Association is obligated to maintain, repair and replace. All amounts designated as reserves, if any, shall be deposited by the Board of Directors in a separate bank account (the "Reserve Account") to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. Withdrawal of funds from the Association's Reserve Account shall require the signatures of two members of the Board of Directors.

5.11.3 Unless the Association is exempt from federal or state taxes, all reserves shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulation of the Internal Revenue Service that will prevent such funds from being taxed as income of the Association.

ARTICLE 6 MAINTENANCE

6.1 Maintenance By Owners. Each Owner shall furnish and be responsible for, at his/her own expense, all of the maintenance, repairs and replacements within his/her own Unit.

Each Owner shall also be responsible for maintenance, repair and replacement of all Limited Common Elements allocated to his/her Unit, except to the extent the Association chooses to perform any maintenance of such Limited Common Elements. Such Limited Common Elements include, but are not limited to, the sliding hangar door and all drive motors, seals, latches, locking devices and all other equipment related to the hangar doors, and any portion of any air conditioning, electrical, plumbing and heating systems and lines which exclusively serve his/her Unit. Each Owner shall keep his/her Unit in a safe, neat, clean and attractive condition.

6.2 By Association. The Association shall maintain, repair and replace all of the Common Elements except for the Limited Common Elements allocated to a Unit. The Association shall have the right and option, but not the obligation, to maintain, repair, and replace portions of the Limited Common Elements, including the exterior painted surface of each sliding hangar door and other doors providing access to each Unit but located exterior to such Unit and all parking spaces. The expense of maintenance, repair and replacement of such Limited Common Elements may, at the discretion of the Board, be separately assessed against the Units to which such Limited Common Elements are allocated. The Board shall be the sole judge as to the appropriate maintenance, repair and replacement of all Common Elements and Limited Common Elements. No Owner, Lessee, Occupant or other Person shall obstruct or interfere with the Association in the performance of the Association's maintenance, repair and replacement of the Common Elements or any components of the Limited Common Elements which the Association elects to maintain, repair or replace.

6.3 Association Easement for Maintenance, Repairs, and Replacements. An authorized representative of the Board, or of the manager or managing agent of the Condominium, and all contractors and repairmen employed or engaged by the Board or such manager or managing agent, shall be entitled to access at any time to each of the Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

6.4 Owner's Failure to Maintain. If an Owner fails to maintain in good condition and repair its Unit or any Limited Common Element which it is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not performed after the Association has given the Owner written notice and a reasonable time frame (as determined by the Board) to perform the maintenance, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner as an Enforcement Assessment.

6.5 Need for Maintenance Necessitated by Owner. If, due to the willful or negligent act or inaction of an Owner or a member of his/her family or guest, Occupant or visitor of such Owner, or other person for whom such Owner may be responsible, damage shall be caused to the Common Elements or to a Unit or Units owned by others or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and for such maintenance, repairs, or replacements as may be determined by the Board as an Enforcement Assessment.

ARTICLE 7 INSURANCE

7.1 Casualty Insurance. The Association shall obtain and maintain a master policy or policies of casualty insurance covering the Common Elements and each Building, exclusive of the personal property, aircraft, related parts and accessories and tools contained therein, and all fixtures and building service equipment to the extent such is a part of the Common Elements insuring against loss or damage by fire and such other hazards as are covered under standard extended coverage policies, for not less than one hundred percent (100%) of the replacement cost of the Common Elements and each Building (exclusive of the land, foundations, excavations and other items normally excluded from coverage), as determined on a periodic basis by the Board, the insurance company or companies issuing such insurance, or an agent appointed by the Board. The Association shall also obtain a National Flood Insurance Association Standard Flood Insurance Policy covering the Common Elements, unless such insurance is not reasonably available, or the Association determines that the Condominium is not located within a flood hazard area. Such master policy or policies of casualty insurance shall, to the extent available, contain a standard all risk endorsement and shall insure against all other perils which are customarily covered with respect to condominium projects which are similar in construction, location and use.

7.2 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability and property damage insurance covering liability for bodily injury, including death, and liability for property damage occurring in, upon or around the Common Elements. Each Owner and the Association shall be insured with respect to such liability arising out of the ownership, maintenance, repair or operation of the Common Elements. The limits of liability for such coverage shall not be less than \$5,000,000 for each occurrence with respect to bodily injury, death or property damage.

7.3 Worker's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain worker's compensation and employer's liability insurance as may be necessary to comply with applicable law.

7.4 Fidelity Insurance or Bonds. The Association shall obtain and maintain insurance or bonds covering all persons or entities which handle funds of the Association, including without limitation professional manager employed by the Association and any of such professional manager's employees, in amounts not less than the maximum funds that will at any time be in the possession of the Association or any professional manager employed by the Association but, in no event less than the total of (i) assessments for a three (3) month period with respect to all Units; plus (ii) all reserve funds maintained by the Association. With the exception of a fidelity insurance or bond obtained by a professional manager covering such professional manager's employees, all fidelity insurance or bonds shall name the Association as an obligee. In addition, all such insurance or bonds shall provide that the same shall not be terminated, canceled or substantially modified with at least thirty (30) days prior written notice to the Association and all first Mortgagees.

7.5 Insurance by Owners. Each Owner shall be free to obtain such additional or other insurance as he deems desirable, including insurance covering his/her Unit, the personal property within the Unit, including by way of illustration, but not of limitation, his/her aircraft, tools, parts and related accessories, any additions, alterations and improvements he may have made to his/her Unit, and covering personal liability of himself and his/her employees, agents and invitees and any

other persons for whom such Owner may be responsible. Any insurance policy obtained by an Owner must not diminish or adversely affect or invalidate any insurance of insurance recovery under policies carried by the Association and must, to the extent possible, contain a waiver of the rights of subrogating by the insurer as to any claim against the Association, its officers, directors, agents and employees and against other owners and their employees, agents and invitees and against any Mortgagee of all or any part of the Condominium or any Unit or other person for which the Association or any such Owner or Mortgagee may be responsible.

7.6 Other Insurance by the Association. The Association shall also have the power and authority to obtain and maintain other and additional insurance coverage, including but not limited to casualty insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, directors, employees and agents of the Association.

7.7 Insurance Requirements Generally. All insurance maintained by the Association shall be obtained from responsible companies duly authorized to transact insurance business in the State of Arizona with no less than a Class A- financial category rating in Best's Key Rating Guide (or any comparable rating in any comparable publication). All such insurance shall name the Association or its authorized representative or trustee as the insured, in its individual capacity for the benefit of the Owners and also either as attorney-in-fact or trustee for all Owners. The Board shall review all such insurance at least annually and shall increase the amounts thereof as it deems necessary or appropriate. All such insurance shall:

- (a) Contain a special condominium endorsement providing for a waiver of subrogation, if obtainable, by the insurer as to claims against the Association, its directors, officers, employees, agents and invitees, and against each Mortgagee of all or any part of the Condominium or of any Unit, and any other person for whom the Association, if applicable;
- (b) Provide that any "not other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee of all or any part of the Condominium or any Unit and that the insurance policy shall not be brought into contribution with insurance maintained by the Owner or Mortgagee of all or any part of the Condominium or any unit;
- (c) Contain a standard "without contribution mortgage" clause endorsement in favor of the Mortgagee, its successors and assigns, of any Unit or all or any part of the Condominium;
- (d) Contain an "agreed amount" and "inflation guard" endorsement, if available;
- (e) Provide that the policy of insurance shall not be terminated, canceled or reduced in coverage with at least thirty (30) days prior written notice to the Association and to each Owner and to each Mortgagee covered by any standard mortgage clause endorsement;
- (f) Provide that the insurer shall not have the option to restore the premises if condominium ownership of the Units and Common Elements is to be terminated or the Units and Common Elements are to be sold as an entirety if such coverage is obtainable; and

(g) Contain a “severability of interest endorsement” which shall preclude the insurer from denying the claim of any Unit Owner or the Association due to the unintentional acts of the Association or any Owner(s).

Under no circumstance shall any policies of insurance be obtained where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against the Association, any Unit Owner or any Mortgagee; or (ii) under the terms of the insurance carrier's charter, bylaws or policy, loss payments are contingent upon action by the insurance carrier's board of directors, policy holders or members; or (iii) the policy includes any special limiting clauses (other than insurance conditions, limitations and exclusions) which could prevent any Unit Owner or any Mortgagee from collecting insurance proceeds.

Such public liability and property damage insurance may provide for coverage of any cross liability claims of Owners against the Association or other Owners and of the Association against Owners without right of subrogation. Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice.

Certificates of insurance coverage or copies of insurance policies shall be issued to and at the expense of each Owner and each Mortgagee who makes or on whose behalf written request is made to the Association for any such certificate or copy.

The cost and expense of all insurance obtained by the Association, except insurance obtained at the request of and specifically benefitting any particular Owner shall be a Common Expense.

7.8 Receipt and Application of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any Mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as provided for in A.R.S. § 33-1253.

ARTICLE 8 DESTRUCTION OF IMPROVEMENTS

8.1 Automatic Reconstruction. Any portion of the Common Elements that is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) eighty percent (80%) of the Unit Owners, including every Unit Owner of a Unit allocated a Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement of the damaged or destroyed portion of the Condominium in excess of insurance proceeds and reserves shall be a Common Expense and shall be assessed to the Members as a Special Assessment pursuant to Section 5.3 of this Declaration and a vote of the Unit Owners shall not be necessary for such Special Assessment.

8.2 Determination Not to Reconstruct Without Termination. If eighty percent (80%) of the Unit Owners (including every Unit Owner of a Unit allocated a Limited Common Element that will not be rebuilt) vote not to rebuild, and the Condominium is not terminated in accordance with

the Act, the insurance proceeds shall be distributed in proportion to their interests in the Common Elements to the Unit Owners to which those Limited Common Elements were allocated, or to lienholders as their interests may appear. The remainder of the proceeds shall be distributed to all Unit Owners or lienholders as their interests may appear in proportion to Common Element interests of all the Units.

8.3 Distribution of Insurance Proceeds in the Event of Termination of the Condominium. Notwithstanding any provisions of this Article 8 to the contrary, the distribution of insurance proceeds resulting from the damage or destruction of all or any part of the Common Elements shall be distributed as provided in the Act in the event of a termination of the Condominium.

8.4 Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed portion of the Common Elements or Limited Common Elements, and to make settlements with the insurer for less than full insurance coverage on the damage to such portion of the Common Elements or Limited Common Elements. Any settlement made by the Association in good faith shall be binding upon all Unit Owners and First Mortgagees. Insurance proceeds for any damage or destruction of any part of the Condominium covered by property insurance maintained by the Association shall be paid to the Association and not to any First Mortgagee or other lienholder. The Association shall hold any proceeds in trust for the Unit Owners and lienholders as their interests may appear. Except as otherwise provided in Sections 8.2 and 8.3 of this Declaration, all insurance proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements or Limited Common Elements, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged or destroyed Common Elements or Limited Common Elements have been completely repaired or restored or the Condominium is terminated.

8.5 Destruction of Units. Repair of any damage to a Unit shall be made by and at the individual expense of the Unit Owner of that Unit and shall be completed as promptly as practicable and in a lawful and workmanlike manner.

ARTICLE 9 EMINENT DOMAIN

9.1 Total Taking of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his/her Unit and interest in the Common Elements, regardless of whether any Common Elements are taken. Upon such a taking, unless the decree otherwise provides, that Unit's allocated interests in the Common Elements and in the Common Expenses shall automatically be reallocated to the remaining Units in proportion to their respective allocated interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and Record an amendment to the Declaration in compliance with the Condominium Act. Any remnant of a Unit remaining after part of a Unit is taken becomes a Common Element.

9.2 Partial Taking of a Unit. Except as provided in Section 9.1, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in the

value of his/her Unit and interest in the Common Elements, regardless of whether any Common Elements are taken. On acquisition, unless the decree otherwise provides, that Unit's allocated interests in the Common Elements and in the Common Expenses shall be reduced in proportion to the reduction in size of the Unit and the portion of the allocated interests divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interest.

9.3 Taking of Common Elements. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken shall be paid to the Association for the benefit of the Unit Owners, and any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Unit Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition.

9.4 Taking of Entire Condominium. In the event the Condominium in its entirety is acquired by eminent domain, the Condominium is terminated and the provisions of A.R.S. § 33-1228 apply.

9.5 Priority and Power of Attorney. Nothing contained in this Article shall entitle a Unit Owner to priority over any First Mortgagee under a lien encumbering his/her Unit as to any portion of any condemnation award allocated to such Unit. Each Unit Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Elements, or any part thereof. This power of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns or a Unit Owner.

ARTICLE 10 USE AND OCCUPANCY RESTRICTIONS

10.1 Permitted Use. No part of the Condominium shall be used for other than aircraft storage and repair purposes and the related common purposes for which the Condominium was designed, without the written consent of the Board in its sole and absolute discretion. If any proposed use conflicts with the terms of the Special Use Permit, the Owner shall be required, at his/her own expense, to first obtain approval by the Town for such use, and although Owner may be successful in obtaining Town approval, the Board reserves the right to deny its consent for such use.

10.2 Leases. Any Lease for any Unit shall be in writing, shall in all respects be subject to and in compliance with the provisions of the Condominium Documents and shall expressly provide that a violation of any such provisions shall be a default under such Lease. A rental registration form adopted by the Board shall be completed by the Owner and delivered to the Board no later than the next business day after the commencement of the term of the Lease.

10.3 Common Elements. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the Owners thereof, their agents, employees, tenants, family members, licensees and invitees and for such other purposes as are incidental to the permitted use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or interfered with by any Owner.

10.4 Nuisance. No Owner shall keep or maintain anything or shall suffer any condition to exist in his/her Unit or cause any other condition on the Common Elements which impairs any easement or right of another Owner or otherwise impairs or interferes with the use and enjoyment by other Owners of their Units and the Common Elements. No pets shall be allowed to be boarded, housed or bred on any part of the Condominium. No loud music or other loud noises or vibrations originating from inside or outside a Unit shall be allowed if such music, noise or vibration disturbs neighboring Unit Owners, and no exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium without the prior written approval of the Board of Directors. No Unit Owner shall permit anything to be done or kept in or upon a Unit that will result in the cancellation or increase in premium, or reduction in coverage, of insurance maintained by any Unit Owner or the Association.

10.5 Vehicles. No aircraft shall be left untended at any time on any portion of the Condominium unless such aircraft is securely tied down or parked within a designated parking area or hangar. If the Board determines that the parking or storage of any vehicle or trailer on the Condominium so as to be Visible From Neighboring Property is unsightly or detracts from the overall character of the Condominium, such determination shall be conclusive and final that the parking or storage of such vehicle is a nuisance, and said parking or storage that is Visible From Neighboring Property, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Condominium.

10.6 Structures. No structure of a temporary character shall be permitted on the Condominium, and no tent, shack, barn or trailer shall be permitted on the Condominium either temporarily or permanently, unless it is located thereon by or with the prior written consent of the Board.

10.7 Signage. No sign of any nature whatsoever shall be displayed or placed on any Unit or on any part of the Common Elements displayed so as to be Visible From Neighboring Property except signs as initially installed or subsequently approved by the Board and signs as may be required by legal proceedings or the prohibition of which is precluded by law.

10.8 Lighting. Except as initially installed or subsequently approved by the Board, no spotlights, floodlights or other high intensity lighting shall be placed or utilized on the ground or upon any Building or structure which in any manner will allow light to be directed or reflected on the Common Elements or the runway. Any proposed lighting shall be subject to written approval of the Board.

10.9 Antennas. Unless governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, no antenna or other device for the transmission or reception of television, internet or radio signals or any other form of electromagnetic radiation or any associated equipment (a "Device") shall be erected, used or maintained in any Unit or Common Elements so as to be Visible From Neighboring Property, unless approved in writing by the Board of Directors. Any Device governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, shall only be mounted within the Unit or Limited Common Elements allocated to the Unit, shall comply with any applicable antenna installation rules of the Association, shall be mounted, to the extent reasonably possible, so as to not be Visible From

Neighboring Property, and any visible antennas, masts, and wiring must be painted to match the color of the structure to which they are installed, provided the painting does not interfere with acceptable quality signal and does not void the manufacturer's warranty. Failure by an Owner to comply with such guidelines, standards and procedures with respect to a Device shall be deemed a violation of this Declaration.

10.10 Repair, Maintenance and Sanitation. Each Owner shall maintain and keep his/her Unit at all times in a safe, sound and sanitary condition free of noxious odors, unsafe conditions or incendiary items. Each Owner shall repair and correct any condition or refrain from any activity which the Board, in its sole and absolute discretion, deems unsafe, and/or which might interfere with the reasonable enjoyment by other Owners of their respective Units or of the Common Elements. No Owner shall place or permit any personal property, garbage, debris or refuse to be placed or to accumulate on any portion of the Common Elements adjacent to any Unit.

10.11 Lawful Use. No unlawful, improper, or offensive use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium or any portion thereof shall be the same (either the responsibility of the Owner or of the Association) as the responsibility for the maintenance and repair of the particular part of the Condominium affected. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

10.12 Towing of Vehicles. The Board of Directors shall have the right to have any vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle. Any expense incurred by the Association in connection with the towing of any vehicle shall be paid to the Association upon demand by the owner of the vehicle.

10.13 Environmental Matters.

10.13.1 Definitions.

(a) The term "Hazardous Substance" means any substance that is at any pertinent time defined or listed in, or otherwise classified, designated, or regulated pursuant to, any Environmental Law as a hazardous substance, hazardous material, extremely hazardous substance, hazardous waste, hazardous chemical, infectious waste, toxic substance, toxic pollutant or solid waste, or any other legislative or regulatory formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or EP toxicity, including, without limitation, friable asbestos and polychlorinated biphenyls and also including oil and petroleum, petroleum products, by-products and wastes, and by-products associated with the extraction, refining, or use of petroleum or petroleum products, whether or not so defined, listed, classified, designated or regulated in "Environmental Laws."

(b) The term "Environmental Laws" means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State and/or local governmental, quasi-governmental, administrative or judicial body, agency, board, commission or other authority

relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of Hazardous Substances, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act, The Resource Conservation and Recovery Act, The Federal Water Pollution Control Act, The Clean Air Act, The Hazardous Materials Transportation Act, The Toxic Substances Control Act, The Emergency Planning and Community Right To Know Act, and the Environmental Control Laws of the State of Arizona, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder.

(c) For purposes of this Section 10.13 and unless the context otherwise requires, the term “the Building” shall be limited in meaning to the Building in which the Unit in question is located.

10.13.2 Environmental Covenants.

(a) Each Owner will not, and will cause its Occupants to not, use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport, or dispose of Hazardous Substances at, in, upon, under, to or from the Building or the Condominium except (i) in de minimis quantities necessary for or incidental to the improvement of any Unit and/or the Condominium, and the conduct of business at the Condominium, and/or (ii) in strict compliance with all Environmental Laws.

(b) Each Owner will, and will cause its Occupants to, immediately deliver to the Board complete copies of all notices, demands, or other communications received by such Owner or any Occupant from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way (i) alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity at the Building or at the Condominium which is or could be dangerous to life, limb, property, or the environment (including without limitation water or air quality), or (ii) releases or threatened releases in excess of reportable quantities of Hazardous Substances upon, under, at, in, or from the Building or the Condominium.

(c) Each Owner shall immediately advise the Board in writing (and orally in the event of a release or other emergency) of (i) any and all enforcement, clean-up, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted, or threatened pursuant to any Environmental Law affecting the Building, the Condominium, Owner, or any Occupant; (ii) all claims made or threatened by any third party against the Building, the Condominium, Owner or Occupant (if and when actually known to Owner) relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, cleanup, disposal, and/or presence of any Hazardous Substance on, under, from, to, or about the Building or the Condominium; (iii) the discovery by Owner or any Occupant of any occurrence or condition at the Building, or the Condominium that could cause the Building or the Condominium to be the subject of a claim, order, or action under any Environmental Law, and/or (iv) the discovery by the Owner or any Occupant of any occurrence or condition which could subject the Building or the Condominium, Owner or any Occupant to any materially adverse effect on ownership, occupancy, transferability,

marketability, or use of the Building or the Condominium under or as a consequence of any Environmental Law.

(d) Each Owner shall, and shall cause its Occupants to, at its sole cost and expense, observe, perform, and comply with all Environmental Laws applicable to the activities of Owner or such Occupant at the Building and the Condominium and all enforcement, cleanup, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted pursuant to any Environmental Law affecting the Building and the Condominium, Owner or any Occupant which relate to or arise out of acts or failures to act on the part of such Owner or such Occupant, and shall, and shall cause any Occupant to, make all repairs and restorations to the Building or the Condominium required following the completion thereof.

(e) Each Owner shall obtain and maintain in full force and effect during the periods required by law each license, permit, or other governmental or quasi-governmental consent or approval relating to the use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, or presence of Hazardous Substances, (the “Environmental Permits”), and shall immediately notify the Association in writing of the actual or threatened termination or non-renewal of any of the Environmental Permits then required by law to be maintained by Owner.

(f) Each Owner will, and will cause its Occupants to, provide to the Board upon the Board's request copies of all (i) Material Safety Data Sheets with respect to Hazardous Substances known to such Owner to be present upon the Building or the Condominium, and (ii) Chemical Inventory Reporting Forms filed by such Owner pursuant to the Emergency Planning and Community Right To Know Act (“EPCRA”) or any state or local laws or ordinances enacted pursuant to or in furtherance of EPCRA.

(g) The Board will immediately deliver to each Owner complete copies of all notices, demands, or other communications received by the Board from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding in any way (i) alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity at the Building or on the Condominium which is or could be dangerous to life, limb, property, or the environment (including without limitation water or air quality), or (ii) releases or threatened releases in excess of reportable quantities of Hazardous Substances upon, under, at, in, or from the Building or the Condominium.

(h) The Board shall immediately upon the Board receiving actual notice thereof advise each Owner in writing (and orally in the event of a release or other emergency) of (i) any and all enforcement, cleanup, removal, mitigation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Environmental Law affecting the Building or the Condominium or any Occupant thereof; (ii) all claims made or threatened by any third party against the Building or the Condominium or any Occupant thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, and/or presence of any Hazardous Substance on, under, from, to, or about the Building or the Condominium; (iii) the discovery by the Board of any occurrence or condition at the Building or the Condominium that could cause the

Building or the Condominium to be the subject of a claim, order, or action under any Environmental Law, and/or (iv) the discovery by the Board of any occurrence or condition at the Building or the Condominium which could subject the Building or the Condominium, Owner, or any Occupant to any material adverse effect on ownership, occupancy, transferability, marketability, or use of the Building or the Condominium under or as a consequence of any Environmental Law.

(i) The Board shall, at its sole cost and expense, observe, perform, and comply with all Environmental Laws applicable to the activities of the Association and all enforcement, clean-up, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted pursuant to any Environmental Law affecting any Building, Owner or any Occupant which relate to or arise out of acts or failures to act on the part of the Board, and shall make all repairs and restorations to any Building required following the completion thereof.

10.14 Flammable Material. Owners and Occupants shall not permit or keep in their Unit, except in minor quantities approved in writing by the Board after written notification from the applicable Owner, any flammable, combustible or explosive material, chemical or substance in a manner, which may, by virtue of the type of material or quantity kept, increase the insurance rate or make insurance on a Building or Condominium unobtainable or unenforceable. All such substances shall be kept in containers or other receptacles as directed by the applicable Fire Department, insurance agency, or other governmental authority. Further, no toxic materials of any kind in quantities exceeding that allowable by law shall be stored or kept in or on any Unit, or any portion thereof. All such material shall be kept on the Condominium in strict accordance with all applicable laws, statutes, rules, ordinances and regulations.

10.15 Compliance with Rules and Special Use Permit. Without limitation to the foregoing, each Owner shall strictly comply, and shall cause his/her tenants, Occupants, guests, invitees, employees and contractors to strictly comply, with the use and airport operation restrictions contained in the Rules and the Special Use Permit, as amended from time to time, including without limitation the prohibition on commercial usage. The failure of an Owner to comply with the obligations set forth in this Section 10.15 shall constitute a material breach of this Declaration.

10.16 Additional Restrictions. The Association may modify the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Condominium by reasonable rules and regulations of general application adopted by the Board from time to time.

ARTICLE 11 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

11.1 By Owners. Notwithstanding anything contained in Section 17 hereof to the contrary, no alterations of any Common Elements or any additions or improvements thereto or any alterations, additions or improvements to the Limited Common Elements associated with any Unit shall be made by any Owner without the prior written approval of the Board. Any Owner may make non-structural alterations, additions or improvements within the interior of his/her Unit that are not and will not be Visible From Neighboring Property without the prior written approval of the Board, but such Owner shall be responsible for any damage to any other Units or the Common Elements which may result from such alteration, addition or improvement, and the cost of such damage may be levied against the Unit as an Enforcement Assessment.

11.2 By Association. There shall be no structural alterations or additions by the Association to any Building without the prior approval of a Majority of Owners given at a regular or special meeting of the Members. Unless otherwise determined at any such meeting, the cost of such alterations or additions shall be paid either from reserves maintained in the Reserve Account or by means of a Special Assessment.

11.3 Additional Hangar Units. Subject to the provisions of Section 11.2 above, the Association reserves the right to construct hangar Buildings (constituting Hangar Units) within the space described herein and depicted on the plat as the Tie Down Units.

11.4 Architectural Control. No building, fence, wall, antenna (except those governed by Section 10.9 herein), tower, awning, landscaping, or other structure of any kind or character shall be constructed, erected, placed, installed or maintained within the Condominium, nor shall any exterior addition, change or alteration be made thereto or therein, including without limitation to any building exterior or parking area, whether or not part of any Unit, which is Visible From Neighboring Property, and no additions to, changes in, or alterations of landscaping, grade or drainage shall be made until plans and specifications showing the nature, kind, color, shape, height, materials, location and other physical attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board and by any architectural committee appointed by the Board. In the event the Board, or such committee, if one has been appointed, fails to approve or disapprove such proposal within forty-five (45) days after proper plans and specifications have been received by it, approval will be deemed granted to the extent such plans and specifications are in compliance with this Declaration and any design guidelines adopted by the Board. All such plans and specifications shall be delivered for submittal to the Board and committee at the Association's principal place of business.

ARTICLE 12 MISCELLANEOUS

12.1 Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create rights in the general public. Nothing contained in the Declaration shall be construed as creating an obligation on the part of the Town of Carefree or any other governmental authority having jurisdiction over the Condominium to maintain, repair or replace any portion of the Condominium or the appurtenances thereto.

12.2 Enforcement and Remedies. In the event that any Owner shall fail to comply with the provisions of the Act, the Condominium Documents, the Special Use Permit, or other rules and regulations made by the Association or imposed by the Town, the Association shall have each and all of the rights and remedies provided for in the Act, the Condominium Documents, or which may be available at law or in equity and may prosecute any action or other proceeding against such Owner for enforcement of such provisions or foreclosure of its lien and the appointment of a receiver for the Unit, or damages, or injunctive relief, or specific performance, or judgment for payment of money and collection thereof, or to sell the same as hereinafter provided, impose fines, suspend voting rights, exercise self-help, tow vehicles and/or equipment parked in violation of the Condominium Documents, or any combination of such remedies or any other relief which may be available at law or in equity, all without regard to the value of such Unit or the solvency of such Owner.

12.2.1 In addition to the remedies otherwise provided herein, the Association may record against a Unit a written notice of a violation of any restriction or provision of the Condominium Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the legal description of the Unit against which the notice is being recorded; (ii) a brief description of the nature of the violation; and (iii) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Condominium Documents.

12.2.2 In addition to the remedies granted to the Association pursuant to this Section 12.2, in the event that any Owner or the Association shall fail to comply with the provisions of the Act, the Condominium Documents, the Special Use Permit, or other rules and regulations made by the Association or imposed by the Town, any Owner shall have each and all of the rights and remedies provided for in the Act, the Condominium Documents, or said rules and regulations or which may be available at law or in equity and may prosecute any action or other proceeding against such Owner or the Association for the enforcement of such provisions, injunctive relief and/or specific performance, except no Owner may take action to enforce another Owner's obligation to pay Assessments or other amounts owed to the Association.

12.2.3 Notwithstanding any provision of this Declaration to the contrary, any breach of any of the covenants, conditions, restrictions, reservations and servitudes provided for in this Declaration, or any right of re-entry by reason thereof, shall not defeat or adversely affect the lien and/or rights of any Mortgagee except as herein expressly provided, each and all of such covenants, conditions, restrictions, reservations, and servitudes shall be binding upon and effective against any lessee under any Lease or against any Owner of any Unit whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

12.2.4 The Association shall not be obligated to take any enforcement action if the Board of Directors determines, in its sole discretion, that because of the strength of possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board of Directors, enforcement action would not be appropriate or in the best interests of the Association.

12.3 Amendment. Except as otherwise provided in this Declaration, the provisions of this Declaration may be changed, modified or amended by the written approval of Owners holding not less than seventy-five percent (75%) of the votes in the Association. Notwithstanding anything contained herein to the contrary, if the Act or the Condominium Documents require the consent or agreement of a specified percentage of the Owners and/or any other persons having any interest in the Condominium, including without limitation, the Association, for any such amendment or for any action specified in the Act or this Declaration, then any amendment to this Declaration or any provision hereof or providing for such action shall be approved by the Association and/or the Owners of not less than such specified percentage. Any amendment adopted by the Unit Owners pursuant to this Section 12.3 shall be signed by the President or Vice President of the Association and shall be recorded within thirty (30) days after the adoption of the amendment.

12.4 Notices. Notices provided for in the Act or the Condominium Documents shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, if to the Association or the Board addressed to the address to which payments of assessments are then sent and if to an Owner addressed to the address of which Owner last notified the Board, or absent such notice, to the address showing on such Owner's recorded deed. The Association or the Board may designate a different address or addresses to which notices shall be sent from time to time by giving written notice of such change of address to all Owners. Any Owner may also designate a different address or addresses to which notices shall be sent by giving written notice of his/her change of address to the Association. A notice given by mail, whether regular, certified, or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three (3) days after the notice is mailed. A notice given by personal delivery shall be deemed effective upon receipt. If a Unit is owned by more than one person, notice to one of the Owners shall constitute notice to all Owners of the same Unit. Each Unit Owner shall file his/her correct mailing address with the Association and shall promptly notify the Association in writing of any subsequent change of address. Upon written request to the Board, which written request specifies an address to which notices may be sent, any Mortgagee shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners of the Unit subject to the Mortgage held by such Mortgagee.

12.5 Severability. If any provision of this Declaration, the Articles, the Bylaws, the Rules, or other rules and regulations of the Association, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid by a court of competent jurisdictions, the validity of the remainder of this Declaration, the Articles, the Bylaws, the Rules, or other rules and regulations of the Association, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby, and the remainder of this Declaration, the Articles, the Bylaws, the Rules, or other rules and regulations, shall remain in full force and effect as if such invalid part were never included therein, and such invalid part shall be promptly amended as herein provided or reformed by such court so as to implement the intent thereof to the maximum extent permitted by law.

12.6 Perpetuities. Per the Act, the rule against perpetuities shall not be applied to defeat any provision of the condominium documents.

12.7 Binding Effect; Rights and Obligations. Each Unit Owner, by the acceptance of a deed of conveyance, each Person under any agreement of sale for a Unit within the meaning of A.R.S. §33-741, by execution of such agreement for sale and each Mortgagee by the acceptance of any instrument conveying any interest in the Condominium as security for the performance of an obligation, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and equitable servitudes and shall be binding upon and shall inure to the benefit of any grantee, purchaser or any person having at any time any interest or estate in the Condominium in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument of transfer, and each such grantee shall be entitled to bring, and shall be subject to, an action for the recovery of damages, or for injunctive relief, or both, resulting from any breach of any such provisions.

12.8 Waiver. Any right or remedy provided for in this Declaration shall not be deemed to have been waived by any act or omission, including without limitation any acceptance of payment or partial performance or any forbearance, except by an instrument in writing specifying such right or remedy and executed by the person against whom enforcement of such waiver is sought.

12.9 Professional Management Agreement. Any agreement for professional management of the Condominium or any contract providing for services to be performed for the Association shall provide for termination by the Association with or without cause and without payment of a termination fee or penalty on thirty (30) days written notice, and no such contract or agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods.

12.10 Mortgages. Each Owner shall have the right, subject to the provisions hereof, to encumber his/her Unit with a Mortgage. No Owner shall have the right or authority to make or create or cause to be made or created any Mortgage, other lien or security interest, which encumbers or purports to encumber any portion of the Condominium other than such Owner's Unit, and the interest in the Common Elements appurtenant to such Unit.

12.11 Interpretation of Covenants. Except for 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 of this Declaration shall be final, conclusive and binding as to all persons and property benefitted or bound by the provisions of this Declaration.

12.12 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

12.13 Lessees and Invitees. Each Unit Owner shall be responsible for compliance by its Lessees, Invitees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owners' failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

12.14 Attorneys' Fees. In addition to the Association's right to attorneys' fees elsewhere in this Declaration, in the event the Association incurs legal expenses and costs, including, but not limited to, attorney's fees, in bringing claims against Owners or defending claims brought by Owners in any type of action or proceeding, including but not limited to, proceedings in Superior Court, proceedings before an Administrative Law Judge, and any appeals therefrom, the Association shall be entitled to recover its attorney fees and costs from the Owner involved in the action or proceeding.

IN WITNESS WHEREOF, the undersigned officers of SkyRanch Aircraft Storage Condominium Association have executed this SkyRanch Aircraft Storage Second Amended and Restated Condominium Declaration of Covenants, Conditions and Restrictions and attest that not the required percentage of Owners have approved this Declaration.

SKYRANCH AIRCRAFT STORAGE
CONDOMINIUM ASSOCIATION

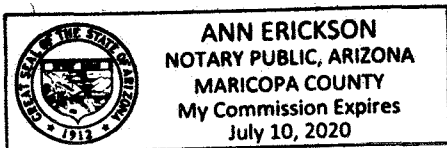
By: *Ron Patterson*

Printed Name: Ron Patterson

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 22nd day of January, 2020, by Ron Patterson, President of SkyRanch Aircraft Storage Condominium Association, an Arizona nonprofit corporation, on behalf of the corporation.



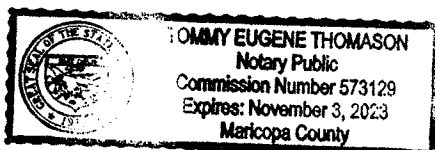
Ann Erickson
Notary Public

ATTEST:

Mike Pestano

Printed Name: Mike Pestano

Its: Secretary



Tommy Eugene Thomason
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL

SKYRANCH AIRCRAFT STORAGE CONDOMINIUM

That part of the South Half of Section 36, Township 6 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 36;
thence South 00 degrees 06 minutes 36 seconds West along the east line of the Southeast Quarter of said Section 36, a distance of 316.16 feet;
thence South 71 degrees 55 minutes 28 seconds West along a line parallel with and 274.00 feet southeasterly of, as measured at right angles to, the northerly line of Auto Plane Drive of CAREFREE AIRPARK ESTATES, as recorded in Book 119 of Maps, Page 36, records of Maricopa County, a distance of 2435.12 feet to the POINT OF BEGINNING;
thence continuing South 71 degrees 55 minutes 28 seconds West along said parallel line a distance of 2005.00 feet;
thence South 18 degrees 04 minutes 32 seconds East a distance of 149.85 feet to a point on the centerline of the Cave Creek - Bartlett Dam Road, according to Book 16 of Road Maps, Page 30, records of Maricopa County;
thence South 80 degrees 28 minutes 01 seconds East along said centerline, a distance of 431.45 feet;
thence North 18 degrees 04 minutes 32 seconds West, a distance of 196.89 feet;
thence North 71 degrees 55 minutes 28 seconds East, a distance of 121.47 feet;
thence South 18 degrees 04 minutes 32 seconds East, a distance of 260.41 feet to said centerline of the Cave Creek - Bartlett Dam Road;
thence South 80 degrees 28 minutes 01 seconds East along said centerline, a distance of 148.61 feet to a point of curvature from which the radius bears North 09 degrees 31 minutes 59 seconds East a distance of 716.20 feet;
thence easterly along said curve and along said centerline, through a central angle of 12 degrees 00 minutes 57 seconds, a distance of 150.20 feet to a point of non-tangency;
thence North 17 degrees 08 minutes 31 seconds East, a distance of 218.34 feet;
thence North 18 degrees 04 minutes 32 seconds West, a distance of 91.50 feet;
thence North 71 degrees 55 minutes 28 seconds East, a distance of 143.71 feet;
thence South 18 degrees 04 minutes 32 seconds East, a distance of 18.00 feet;
thence North 71 degrees 55 minutes 28 seconds East, a distance of 265.50 feet;
thence South 18 degrees 04 minutes 32 seconds East, a distance of 206.22 feet to a point on said centerline of the Cave Creek - Bartlett Dam Road;
thence North 54 degrees 55 minutes 29 seconds East along said centerline, a distance of 141.99 feet to a point of curvature from which the radius bears South 35 degrees 04 minutes 31 seconds East, a distance of 716.20 feet;
thence easterly along said curve and along said centerline, through a central angle of 28 degrees 28 minutes 15 seconds, a distance of 355.89 feet to a point of tangency;
thence North 83 degrees 23 minutes 44 seconds East along said centerline, a distance of 211.61 feet;
thence North 18 degrees 04 minutes 32 seconds West, a distance of 475.30 feet to the POINT OF BEGINNING;

EXCEPT Commencing at the East quarter corner of said Section 36;
thence South 00 degrees 06 minutes 36 seconds West along the east line of the Southeast Quarter of said Section 36, a distance of 316.16 feet;

thence South 71 degrees 55 minutes 28 seconds West along a line parallel with and 274.00 feet southeasterly of, as measured at right angles to, the southerly line of CAREFREE AIRPARK ESTATES, as recorded in Book 119 of Maps, Page 36, records of Maricopa County, a distance of 3500.00 feet;
thence South 18 degrees 04 minutes 32 seconds East, a distance of 108.42 feet to the POINT OF BEGINNING;
thence continuing South 18 degrees 04 minutes 32 seconds East, a distance of 69.00 feet;
thence South 71 degrees 55 minutes 28 seconds West, a distance of 57.00 feet;
thence North 18 degrees 04 minutes 32 seconds West, a distance of 69.00 feet;
thence North 71 degrees 55 minutes 28 seconds East, a distance of 57.00 feet to the POINT OF BEGINNING.

Containing 719,630 square feet or 16.52042 acres.

EXHIBIT B
LIST OF HANGAR UNITS

Allocation of Interest and Votes

HANGER UNITS: 123 Units

Unit Number	Allocation %	Votes Per Unit
A-01	0.7576	1
A-02	0.7576	1
A-03	0.7576	1
A-04	0.7576	1
A-05	0.7576	1
A-06	0.7576	1
A-07	0.7576	1
A-08	0.7576	1
A-09	0.7576	1
A-10	0.7576	1
A-11	0.7576	1
A-12	0.7576	1
A-13	0.7576	1
A-14	0.7576	1
B-01	0.7576	1
B-02	0.7576	1
B-03	0.7576	1
B-04	0.7576	1
B-05	0.7576	1
B-06	0.7576	1
B-07	0.7576	1
B-08	0.7576	1
B-09	0.7576	1
C-01	0.7576	1
C-02	0.7576	1
C-03	0.7576	1
C-04	0.7576	1
C-05	0.7576	1
C-06	0.7576	1
C-07	0.7576	1
C-08	0.7576	1
C-09A	0.3788	1/2
C-09B	0.3788	1/2
C-10	0.7576	1
C-11	0.7576	1
C-12	0.7576	1
C-13	0.7576	1
C-14	0.7576	1
C-15	0.7576	1
D-01A	0.3788	1/2
D-01B	0.3788	1/2

Allocation of Interest and Votes

Unit Number	Allocation %	Votes Per Unit
D-02	0.7576	1
D-03	0.7576	1
D-04	0.7576	1
D-05	0.7576	1
D-06	0.7576	1
D-07	0.7576	1
D-08A	0.3788	½
D-08B	0.3788	½
D-09	0.7576	1
D-10	0.7576	1
D-11	0.7576	1
D-12	0.7576	1
D-13	0.7576	1
D-14	0.7576	1
D-15	0.7576	1
D-16	0.7576	1
H-01	0.7576	1
H-02	0.7576	1
H-03	0.7576	1
H-04	0.7576	1
H-05	0.7576	1
H-06	0.7576	1
I-01	0.7576	1
I-02	0.7576	1
I-03	0.7576	1
I-04	0.7576	1
I-05	0.7576	1
I-06	0.7576	1
I-07	0.7576	1
I-08	0.7576	1
I-09	0.7576	1
I-10	0.7576	1
I-11	0.7576	1
I-12	0.7576	1
I-13	0.7576	1
I-14	0.7576	1
J-01	0.7576	1
J-02	0.7576	1
J-03	0.7576	1
J-04	0.7576	1
J-05	0.7576	1
J-06	0.7576	1

Allocation of Interest and Votes

Unit Number	Allocation %	Votes Per Unit
J-07	0.7576	1
J-08	0.7576	1
J-09	0.7576	1
J-10	0.7576	1
J-11	0.7576	1
J-12	0.7576	1
J-13	0.7576	1
J-14	0.7576	1
K-01	0.7576	1
K-02	0.7576	1
K-03	0.7576	1
K-04	0.7576	1
K-05	0.7576	1
K-06	0.7576	1
L-01	0.7576	1
L-02	0.7576	1
L-03	0.7576	1
L-04	0.7576	1
L-05	0.7576	1
L-06	0.7576	1
L-07	0.7576	1
L-08	0.7576	1
L-09	0.7576	1
L-10	0.7576	1
L-11	0.7576	1
L-12	0.7576	1
L-13	0.7576	1
L-14	0.7576	1
M-01	0.7576	1
M-02	0.7576	1
M-03	0.7576	1
M-04	0.7576	1
M-05	0.7576	1
M-06	0.7576	1
M-07	0.7576	1
M-08	0.7576	1
M-09	0.7576	1
M-10	0.7576	1
M-11	0.7576	1
M-12	0.7576	1
M-13	0.7576	1
M-14	0.7576	1
N-01	0.7576	1

Allocation of Interest and Votes

Unit Number	Allocation %	Votes Per Unit
N-02	0.7576	1
N-03	0.7576	1
N-04	0.7576	1

STORAGE UNITS: 2 Units

Unit Number	Allocation %	Votes Per Unit
C-16	0.3788	½
L-08	0.3788	½

TIE DOWN UNITS: 11 Units

Unit Number	Allocation %	Votes Per Unit*
F-01	0.7576	1
F-02	0.7576	1
F-03	0.7576	1
F-04	0.7576	1
F-05	0.7576	1
F-06	0.7576	1
F-07	0.7576	1
F-08	0.7576	1
G-01	0.7576	1
G-02	0.7576	1
G-03	0.7576	1

*The vote allocated to any Tie Down Unit owned exclusively by the Association shall be suspended (and therefore not available to be voted) for so long as the Association owns that Tie Down Unit.

EXHIBIT C
ORDINANCES FOR SPECIAL USE PERMIT

TOWN OF CAREFREE, ARIZONA
ORDINANCE NO. 85 -- 22

AN ORDINANCE OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, GRANTING A SPECIAL USE PERMIT TO WOODSON K. WOODS TO USE CERTAIN REAL PROPERTY AS A PRIVATE AIRPORT; TO CONSTRUCT CERTAIN IMPROVEMENTS THEREON; AND IMPOSING CERTAIN CONDITIONS ON SUCH USES.

WHEREAS, the Common Council of the Town of Carefree, Maricopa County, Arizona, finds that the issuance of a Special Use Permit to Woodson K. Woods for the operation of a private airport and the construction of certain improvements on the real property described in the attached Exhibit "A", a copy of which is incorporated herein by this reference, will, subject to the conditions set forth herein, serve and not adversely affect the public health, safety and general welfare of the Town, that ample off-street parking facilities will be provided if such Special Use Permit is granted, and that necessary safeguards for the protection of adjacent property and the permitted uses thereof will be provided if such Special Use Permit is granted;

BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Pursuant to Section 1601 of the 1985 Zoning Ordinance for the Town of Carefree, a Special Use Permit shall be and hereby is granted to Woodson K. Woods to use the real property described in the attached Exhibit "A", which is incorporated herein by this reference, for an airport, as disclosed by the application filed with the Town in Zoning Case Z 85-08 and the site plan accompanying such application.

Section 2. The Special Use Permit shall be and is subject to the following stipulated conditions:

a) That all driveways off the north side of Autoplane Drive be eliminated, except those leading to homes or lots in Carefree Airpark Estates;

b) That the clearing and grading of a 10 foot strip of the north taxiway (also used as Autoplane Drive) be accomplished;

c) That a realistic timetable be established, approved by the Zoning Administrator, and met for the

construction of all hangars, shades, the new terminal building, the taxiway widening, the entrance driveways at the terminal, the glider office, glider storage, and the prop wash. The timetable shall provide for the commencement of construction of all such improvements within two years of the date hereof.

d) That the developer install the turn-out acceleration and deceleration lanes at the project's entrance on Cave Creek Road within six months of all approvals required from Maricopa County or, if no such approvals are required, within six months of the date hereof;

e) That final grading, drainage and retention area plans be submitted to, and approved by, the Town Engineer;

f) That the project be completed in full conformance with the site plan layout, and hangar and terminal specification and uses specified in the application in Zoning Case Z 85-08, and approved by the Common Council at this meeting;

g) That a berm of some 6 to 8 feet be created along the Cave Creek Road side of the two 300 foot long hangars to better screen and conceal the hangars from the road;

h) That the developer adopt as a rule of the airport that landings and take-offs shall be permitted only during a period beginning at 6:00 a.m. and ending at 11:00 p.m. of each day, except emergencies;

i) That the airport shall be operated solely as a private airport for use by a private club consisting of not more than 150 motorized aircraft members and fifteen glider members, for the guests of such members, for transient aircraft landing with the express prior permission of the airport manager and for emergencies. Such prior permission shall be granted only to persons having a bona fide reason for landing at the airport, such as persons staying overnight or longer with Carefree residents and persons staying at resorts in the Carefree area. No person other than those defined herein shall be permitted use of the airport, including by way of example and not limitation, those persons visiting for the sole purpose of refueling.

j) The airport shall adopt, and shall enforce by means of effective sanctions, rules prohibiting (except where violations are necessary for safety reasons) "touch and goes," flight outside of the established take-off and landing patterns, and flight at altitudes less than 500 feet above ground level except upon landing or take-off within the established take-off and landing patterns in accordance with reason-

able, prudent and customary flying standards and safety considerations. Applicant agrees to incorporate into the rules and regulations of the airport the applicable United States Federal Aviation Regulations (either literally or in substance) entitled "Acrobatic Flight," "Minimum Safe Altitudes" and "Operating On or In the Vicinity of an Airport," that is, §§ 91.71, 91.79 and 91.85 respectively, of such Regulations, copies of which are attached hereto, as such Regulations now exist or may be amended from time to time.

k) That no restaurants open to the public, flight training, regular charter service, charter service based at the airport, aircraft sales, fixed base operators, or helicopter service (except in case of emergency) shall be permitted at any time. No alcoholic beverages shall be served at any time.

l) That the airport manager shall maintain a telephone service for the purpose of receiving complaints from persons in the Carefree area with respect to the operation of the airport and to flight operations in or out of the airport. An operator shall be available to answer the telephone and receive such complaints during the hours of 9:00 a.m. until 5:00 p.m. of each day beginning six months from the date hereof. During times that an operator is not on duty, the telephone shall be connected to an answering machine with taped instructions directing complainants to state their complaints to the machine or to call back during the hours of 9:00 a.m. to 5:00 p.m. The airport manager shall take all reasonable steps to investigate all complaints and to respond to all complainants.

m) Except with the prior written permission of the Subdivision Committee, no rotating beacon shall be placed at the airport at an elevation above sea level higher than the elevation above sea level of the rotating beacon located at the airport as of the date hereof.

n) Except to the extent inconsistent with this Ordinance, all improvements at the airport shall be subject to the rules and regulations applicable to Zoning District Rural 43 under the 1985 Zoning Ordinance for the Town of Carefree, except that antennas and other appurtenances may exceed the height requirement for such zoning district with the prior written consent to the Subdivision Committee.

o) From and after such time as 75 memberships of the airport have been sold or six months from the date hereof, whichever comes first, the management of the airport shall establish an advisory committee for the purposes of, among other things, advising the airport with respect to the

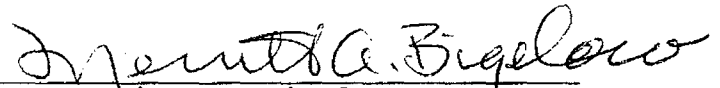
operation of the airport and its impact on and relationship with the Town of Carefree, and acting as a liaison between the Town and the airport. The advisory committee shall consist of at least three (3) persons to be appointed by, and from, among the members of the airport, and of two (2) persons appointed by the Common Council. The advisory committee shall meet at least quarterly with the management of the airport.

p) That the Special Use Permit shall be subject to revocation by the Common Council, after notice and hearing, if any of the foregoing stipulations are knowingly violated or breached.

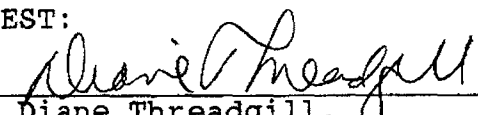
Section 3. The Town of Carefree Zoning Map is hereby amended to reflect the issuance of the Special Use Permit granted hereunder.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Carefree, Arizona, the 15th day of October, 1985.

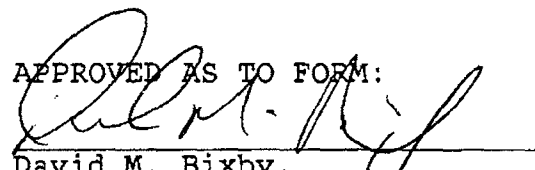
Ayes 5 Noes 1 Abstentions 1 Absent 0


Merritt A. Bigelow, Mayor

ATTEST:

By: 
Diane Threadgill,
Town Clerk

APPROVED AS TO FORM:


David M. Bixby,
Town Attorney

Published

10-30-85
11-6-85 Foothills Sentinel

TOWN OF CAREFREE, ARIZONA

ORDINANCE NO. 99-03

AN ORDINANCE AMENDING ORDINANCE 85-22, AN ORDINANCE OF THE TOWN OF CAREFREE, ARIZONA, GRANTING A SPECIAL USE PERMIT TO SKYRANCH FLIGHT ASSOCIATION, INC., AN ARIZONA CORPORATION, AND SKYRANCH AIRCRAFT STORAGE CONDOMINIUM ASSOCIATION, AN ARIZONA CORPORATION (COLLECTIVELY "SKYRANCH") TO USE CERTAIN REAL PROPERTY AS A PRIVATE AIRPORT; TO CONSTRUCT CERTAIN IMPROVEMENTS THEREON; AND IMPOSING CERTAIN CONDITIONS ON SUCH USES.

WHEREAS, the Common Council of the Town of Carefree, Arizona, finds that the issuance of a Special Use Permit to Skyranch, successor to Woodson K. Woods, for the operation of a private airport and the construction of certain improvements on the real property described in the attached Exhibit "A", a copy of which is incorporated herein by this reference, will, subject to the conditions set forth herein, serve and not adversely affect the public health, safety and general welfare of the Town, that ample off-street parking facilities will be provided if such Special Use Permit is granted, and that necessary safeguards for the protection of adjacent property and the permitted uses thereof will be provided if such Special Use Permit is granted;

BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Pursuant to Section 1601 of the 1998 Town of Carefree Planning and Zoning Ordinance, a Special Use Permit shall be and hereby is granted to Skyranch to use the real property described in the attached Exhibit "A", which is incorporated herein by this reference, for an airport, as disclosed by the application filed with the Town in Zoning Cases Z85-08 and Z99-03 and the site plans accompanying such applications.

Section 2. The Special Use Permit shall be and is subject to the following stipulated conditions:

1. That all driveways off the north side of Auto Plane Drive be eliminated, except those leading to homes or lots in Carefree Airpark Estates;
2. That the final site plan shall be approved and the construction work on the facility shall be commenced within twenty-four (24) months after the effective date of approval of this Special Use Permit by the Town Council, and that construction work on the first phase shall be completed within four (4) months after such construction commences.

File Published 5/19/99 20/27

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3. That the project be completed in full conformance with the site plan layout, and hangar and terminal specification and uses specified in the application in Zoning Case Z99-03, and the Conditions of Approval as approved by the Common Council as follows;
 - a. That all buildings, structures and other improvements upon the project site shall be constructed, erected, installed, maintained and used in accordance with a final site plan and application narrative to be submitted for zoning case number Z99-03, with such building and other improvement siting variations as the Planning and Zoning Commission and Town Council may approve upon submission of the final site plan.
 - b. That, if at any time, construction, the buildings, structures, improvements or use of the project site are not in compliance with these stipulations or the Town of Carefree Zoning Ordinance, including the timing contained in paragraph 2, the Town Council, after notification by certified mail to the owner and applicant who requested the special use, shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.
 - c. The building height for the hangars shall not exceed 17 feet and the building height for the terminal shall not exceed 24 feet.
 - d. The final site plan shall be referred to Rural Metro for review and approval prior to submittal to the Planning and Zoning Commission. All requirements as may be made by Rural Metro including fire sprinkler systems and fire hydrant spacing shall be complied with.
 - e. Eliminate hangar P and relocate to Q, except up to two maintenance bays may be located within any hangar building.
 - f. Move hangar B to the east to establish a minimum setback of 20 feet.
 - g. Add a wall (maximum height of eight feet) / landscape berm with mature trees from the front of hangar B to the west to include screening along the west side of the western most hangar building.
 - h. The total aircraft storage units shall not exceed 146 including all tie-downs.
 - i. The existing airport operations and safety regulations dated November 1, 1998 are hereby added by reference. The airport management shall inform the Town in writing of all changes a minimum of 30 days prior to the effective date of the change.

- j. The applicant shall provide a new exterior painting plan for the southeast and west building elevations for all existing and proposed hangar buildings for review by the Planning and Zoning Commission as part of the final site plan approval.
- k. Eliminate hangar O.
- l. That Sky ranch is encouraged to adopt rules prohibiting rental of the hangars for storage to second parties.
- 4. That Sky ranch adopt as a rule of the airport that landings and take-offs shall be permitted only during a period beginning at 6:00 a.m. and ending at 11:00 p.m. of each day, except for emergencies;
- 5. That the airport shall be operated solely as a private airport for use by a private club consisting of not more than one hundred fifty (150) motorized aircraft members and fifteen (15) glider members, for the guests of such members not to exceed twelve guest aircraft at one time, for transient aircraft landing with the express prior permission of the airport manager and for emergencies. Such prior permission shall be granted only to persons having a bona fide reason for landing at the airport, such as persons staying overnight or longer with Carefree residents and persons staying at resorts in the Carefree area. No person other than those defined herein shall be permitted use of the airport, including by way of example and not limitation, those persons visiting for the sole purpose of refueling.
- 6. The airport shall adopt, and shall enforce by means of effective sanctions, rules prohibiting, (except where violations are necessary for safety reasons), "touch-and-goes," flight outside of the established take-off and landing patterns, and flight at altitudes less than five hundred (500) feet above ground level except upon landing or take-off within the established take-off and landing patterns in accordance with reasonable, prudent and customary flying standards and safety considerations. Applicant agrees to incorporate into the rules and regulations of the airport the applicable United States Federal Aviation Regulations (either literally or in substance) entitled "Acrobatic Flight," "Minimum Safe Altitudes," and "Operating On or In the Vicinity of an Airport," that is, §§ 91.71, 91.79, 91.85 respectively of such regulations, copies of which are attached hereto, as such regulations existed in 1985 and amended from time to time.
- 7. That no restaurants open to the public, flight training, regular charter service, charter service based at the airport, aircraft sales, fixed base operators, or helicopter service (except in case of an emergency) shall be permitted at any time. No alcoholic beverages shall be served at any time. Maintenance of member aircraft by mechanics located at the airport is allowed.
- 8. That the airport manager shall maintain a telephone service for the purpose of receiving complaints from persons in the Carefree area with respect to the operation of the airport and to flight operations in or out of the airport. An operator shall be

available to answer the telephone and receive such complaints during the hours of 9:00 a.m. to 5:00 p.m. each day. The airport manager shall take all reasonable steps to investigate all complaints and to respond to all complainants.

9. Except with the prior written permission of the Subdivision Committee, no rotating beacon shall be placed at the airport at an elevation above sea level higher than the elevation above sea level of the rotating beacon located at the airport as of the date hereof.
10. Except to the extent inconsistent with this Ordinance, all improvements at the airport shall be subject to the rules and regulations applicable to Zoning District Rural 43 under the Town of Carefree 1998 Zoning Ordinance, except that antennas and other appurtenances may exceed the height requirement for such zoning district with the prior written consent of the Subdivision Committee.
11. The Common Council and Skyranch shall establish an advisory committee for the purposes of, among other things, advising the airport with respect to the operation of the airport and its impact on and relationship with the Town of Carefree, and acting as a liaison between the Town and the airport. The advisory committee shall consist of at least three (3) persons to be appointed by Skyranch who shall be members, and of two (2) persons appointed by the Common Council. The advisory committee shall meet at least quarterly with the management of the airport.
12. That the Special Use Permit may be subject to revocation by the Common Council, after notice and hearing, if any of the foregoing stipulations are knowingly violated or breached.

Section 3. The Town of Carefree Zoning Map is hereby amended to reflect the issuance of the Special Use Permit granted hereunder.

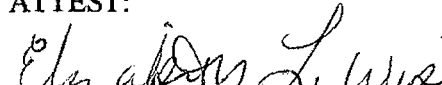
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Carefree, Arizona on the 4th day of May, 1999.

Ayes 5 Noes Abstentions 2 Absent

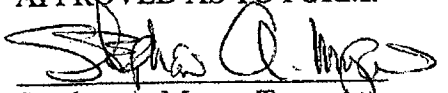
TOWN OF CAREFREE

By: 
Hugh S. Stevens, Mayor

ATTEST:


Elizabeth L. Wise, Town Clerk

APPROVED AS TO FORM:



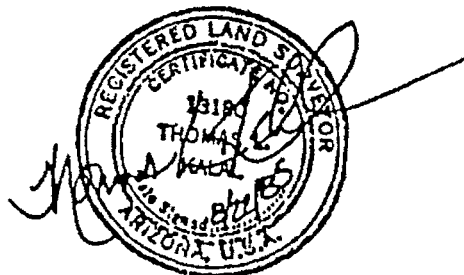
Stephen A. Myers, Town Attorney

LEGAL DESCRIPTION

That part of the South Half of Section 36, Township 6 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 36;
thence South 00 degrees 06 minutes 36 seconds West along the east line of the Southeast Quarter of said Section 36 a distance of 27.75 feet to the POINT OF BEGINNING;
thence continuing South 00 degrees 06 minutes 36 seconds West along said east line a distance of 606.86 feet;
thence North 89 degrees 53 minutes 24 seconds West a distance of 178.00 feet;
thence North 47 degrees 07 minutes 33 seconds West a distance of 229.88 feet;
thence South 71 degrees 55 minutes 28 seconds West a distance of 2,055.00 feet;
thence South 18 degrees 04 minutes 32 seconds East a distance of 429.27 feet to a point on the centerline of the Cave Creek-Bartlett Dam Road as recorded in Book 17 of Road Maps, page 30, records of Maricopa County;
thence South 83 degrees 23 minutes 44 seconds West along said centerline a distance of 211.61 feet to a point of curvature from which the radius bears South 06 degrees 36 minutes 16 seconds East a distance of 716.20 feet;
thence southwesterly along said curve and along said centerline, through a central angle of 28 degrees 28 minutes 15 seconds, a distance of 355.89 feet to a point of tangency;
thence South 54 degrees 55 minutes 29 seconds West along said centerline a distance of 281.30 feet to a point of curvature from which the radius bears North 35 degrees 04 minutes 31 seconds West a distance of 716.20 feet;
thence westerly along said curve and along said centerline, through a central angle of 44 degrees 36 minutes 30 seconds, a distance of 557.61 feet to a point of tangency;
thence North 80 degrees 28 minutes 01 seconds West along said centerline a distance of 903.40 feet to a point of curvature from which the radius bears North 09 degrees 31 minutes 59 seconds East a distance of 5,729.58 feet;
thence northwesterly along said curve and along said centerline, through a central angle of 02 degrees 49 minutes 15 seconds, a distance of 282.08 feet to a point of tangency;
thence North 77 degrees 38 minutes 46 seconds West along said centerline a distance of 396.27 feet;
thence North 71 degrees 55 minutes 28 seconds East along the northwesterly line of Auto Plane Drive, of CAREFREE AIR PARK ESTATES, as recorded in Book 116 of Maps, pages 36 and 37, records of Maricopa County, and the prolongation thereof, a distance of 5,283.51 feet to the POINT OF BEGINNING.

Containing 2,436,810 Square Feet = 55.9414 Acres



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name CHARLES R. FULLER

Owner's Signature [Signature]

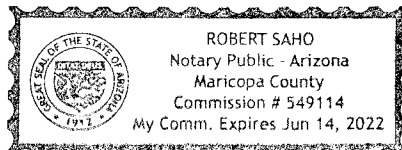
Unit #(s) A-1

DATE 13 DECEMBER, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13th day of DECEMBER, 2019, before me personally appeared CHARLES R. FULLER, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



[Signature]
Notary Public

A-2

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name _____

Owner's Signature Roland "Ron" Fagen

Unit #(s) _____

DATE December 18, 2019

STATE OF Minnesota)
~~ARIZONA~~)
Yellow Medicine) ss.
County of Maricopa)

On this 18 day of December, 2019, before me personally appeared Roland "Ron" Fagen, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Kelly S. Olson
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name WILLIAM F BOHANNAN JR

Owner's Signature [Signature]

Unit #(s) A-3

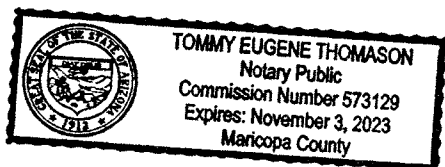
DATE 1-6, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of January, 2020, before me personally appeared William Bohannon, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

SKYRANCH ADVENTURES UNLIMITED

Owner's Signature

[Signature]

Unit #(s)

24

DATE

12-12-, 2019

STATE OF ARIZONA)

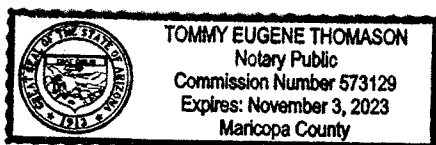
) ss.

County of Maricopa)

On this 12th day of December, 2019, before me personally appeared Jon Gunkel, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Richard L. Oberdorfer

Owner's Signature [Signature]

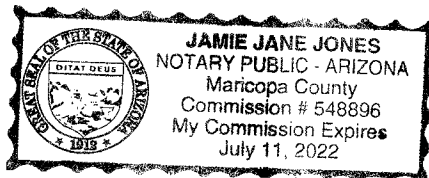
Unit #(s) A-5

DATE December 17, 2019
December 10 2019 HED

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of December, 2019, before me personally appeared Richard L. Oberdorfer, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



[Signature]
Notary Public

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Scott Connolly

Owner's Signature [Signature]

Unit #(s) A-C

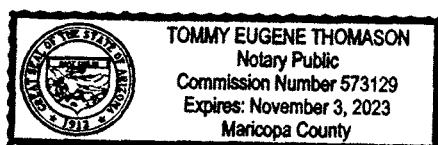
DATE 12/6/19, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of December, 2019, before me personally appeared Scott Connolly, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Mark K McCue

Owner's Signature [Signature]

Unit #(s) A9

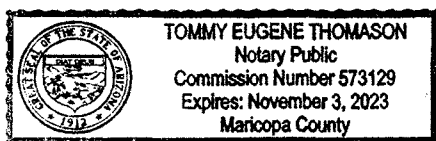
DATE 1-13-2020, 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13th day of January, 2020, before me personally appeared mark k m'c'ue, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Management Consultants, Inc

Owner's Signature [Signature]

Unit #(s) A10

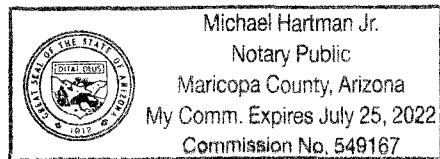
DATE 12/23, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of December, 2019, before me personally appeared Clark Benham, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name CHARLES KLINE

Owner's Signature [Signature]

Unit #(s) A-11

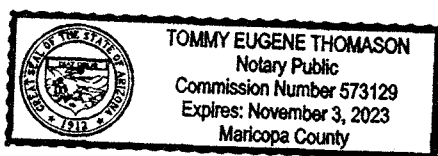
DATE Jan 9, 2020, 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 2020, before me personally appeared Charles G Kline, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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YES X

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

JAMES ROGERS

Owner's Signature

[Signature]

Unit #(s)

A13

DATE

12/4/19

, 20__

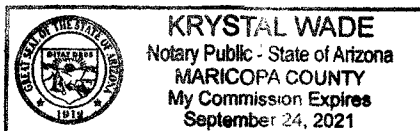
STATE OF ARIZONA)

) ss.

County of Maricopa)

On this 4th day of dec, 2019, before me personally appeared JAMES ROGERS, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



[Signature]
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Donald A. Austin

Owner's Signature *Donald A. Austin*

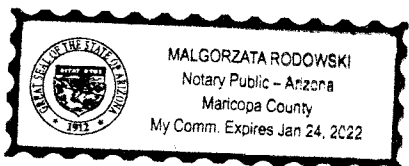
Unit #(s) A-4

DATE 12/10/2019, 20__

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10 day of December, 2019, before me personally appeared Donald Austin, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Malgorzata Rodowski
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name James Miller

Owner's Signature James Miller

Unit #(s) B-2

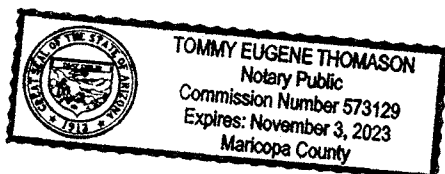
DATE 1/16, 20 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 16th day of January, 20 20, before me personally appeared James Miller, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES ☒

NO ☐

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Dan Dryer

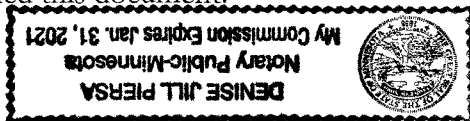
Owner's Signature [Signature]

Unit #(s) B3

DATE Dec 9, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of December, 2019, before me personally appeared Dan Dryer, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.



Notary Seal:

Denise J. Piersa
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name John Edwards

Owner's Signature [Signature]

Unit #(s) BC

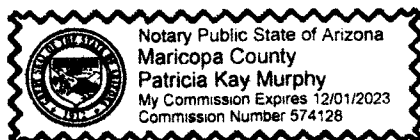
DATE DECEMBER 26th, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 26th day of DECEMBER, 2019, before me personally appeared JOHN F EDWARDS, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Patricia Kay Murphy
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name GARY CHARLES HECKLER

Owner's Signature Gary C. Heckler

Unit #(s) B-9

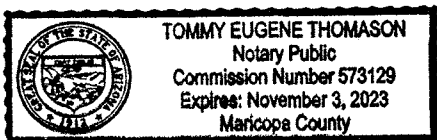
DATE 1-7, 20 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 7th day of January, 20 20, before me personally appeared Gary Charles Heckler, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Premium Holdings

Owner's Signature [Signature]

Unit #(s) C-1

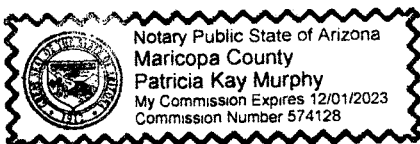
DATE 2-3, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 3RD day of JANUARY, 2020, before me personally appeared GEORGE LAWRENCE, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Patricia Kay Murphy
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name KRS LLC - KIRK SAMUELSON

Owner's Signature Kirk R Samuelson

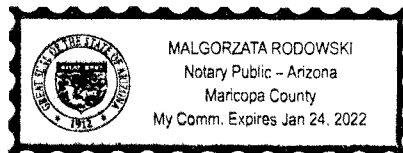
Unit #(s) C-3

DATE 12-20, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 20 day of Dec, 2019, before me personally appeared Kirk Samuelson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Malgorzata Rodowski
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Eleanor MARIANO, PR for the Estate of
JOHN H. Udd

Owner's Signature Eleanor Udd

Unit #(s) N2 + C4

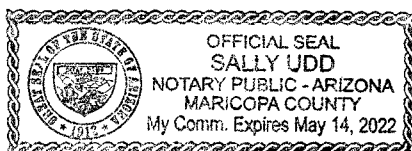
DATE 12-23, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23 day of December, 2019, before me personally appeared Eleanor Mariano, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Sally Udd
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Jeff Bailey

Owner's Signature Jeff Bailey

Unit #(s) C. 5

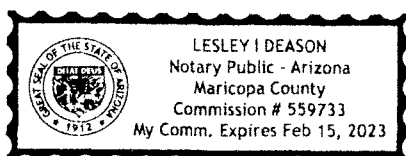
DATE 12/5, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 5 day of December, 2019, before me personally appeared Jeffrey Bailey, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Lesley Deason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Ronald R Patterson

Owner's Signature Ronald R Patterson

Unit #(s) C-7

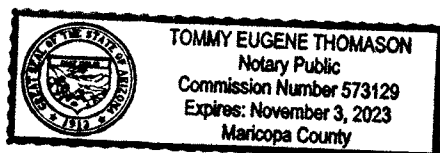
DATE Dec 4, 20 19

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 4th day of December, 20 19, before me personally appeared Ronald Patterson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Robert A. Shepard Jr.

Owner's Signature

[Signature]

Unit #(s)

C-12

DATE

1-7-20, 20 20

STATE OF ARIZONA)

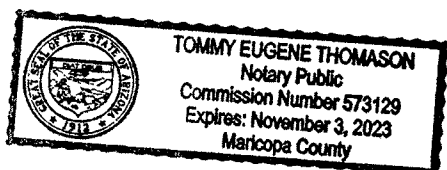
) ss.

County of Maricopa)

On this 7th day of January, 20 20, before me personally appeared Robert Shepard, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Ross Rich

Owner's Signature Ross Rich

Unit #(s) C-15, C-10

DATE 1-9, 2020

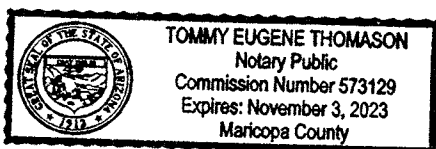
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 2020, before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]

Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Randy Lewis

Owner's Signature Randy Lewis

Unit #(s) C-11

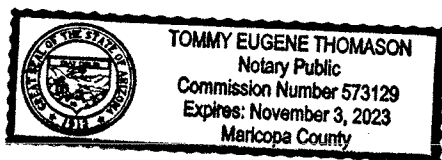
DATE 12-5-19, 20__

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 5th day of December, 2019, before me personally appeared Randy Lewis, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name MAD Properties, LLC

Owner's Signature [Signature]

Unit #(s) C13

DATE December 27th, 2019

Washington
STATE OF ARIZONA)
Asotin) ss.
County of Maricopa)

On this 27 day of December, 2019^{dp}, before me personally appeared Denise Pearson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.



Denise Pearson
Notary Public

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES

NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Robert E Schenker

Owner's Signature [Signature]

Unit #(s)

DATE , 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of DEC, 2019, before me personally appeared Robert E Schenker, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Notary Public

[Signature]

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES

X

NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name SkyRanch Flight

Owner's Signature Ronald R. Patterson, Sr.

Unit #(s) D-1A, D-16 D1B(Y2)

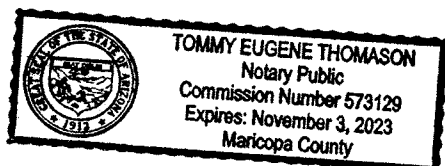
DATE 12-31, 20 19

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31st day of December, 20 19, before me personally appeared Ronald Patterson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Sky Ranch Storage

Owner's Signature Ronald R. Patterson, Pres

Unit #(s) D-2, D-10 D83 (x2)

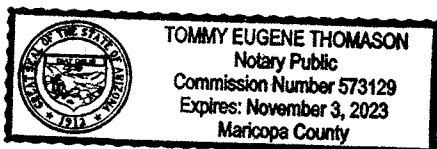
DATE 12-31, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31st day of December, 2019, before me personally appeared Ronald Patterson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ~~13~~ NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Breck Glassinger

Owner's Signature Breck Glassinger

Unit #(s) D-3, I-13

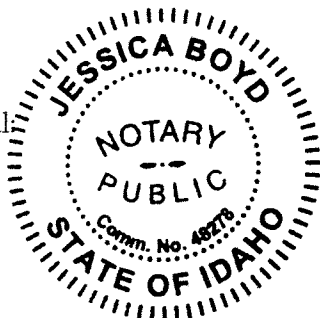
DATE 1-6, 20 20

STATE OF ~~ARIZONA~~ IDAHO JB

County of ~~Maricopa~~ Jerome JB

On this 6th day of January, 20 20, before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



[Signature]
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Charles Janda

Owner's Signature [Signature]

Unit #(s) 04

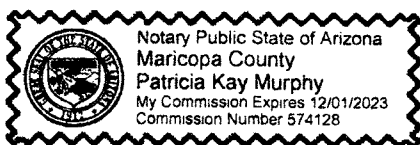
DATE 1/2/2020, 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 2nd day of January, 2020, before me personally appeared CHARLES JANDA, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature: Patricia Kay Murphy]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES

✓ [Signature]

NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Martin Ellison

Owner's Signature [Signature]

[Signature]

Unit #(s) D-5

DATE Dec 31, 2019

STATE OF ARIZONA)

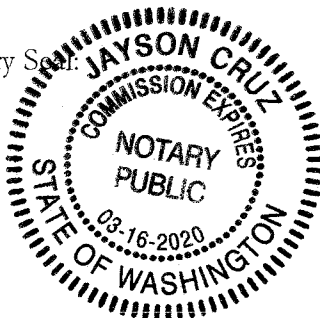
) ss.

County of Maricopa)

On this 9th day of January, 2020, before me personally appeared Martin Ellison, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Russell Stenquist

Owner's Signature

[Signature]

Unit #(s)

D6

DATE

Jan 13

, 20 20

STATE OF ARIZONA)

) ss.

County of Maricopa)

On this 3RD day of

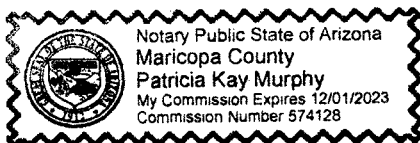
JANUARY

, 20 20

Russell Stenquist, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Patricia Kay Murphy
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES



NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name GARY H. HOPKINS

Owner's Signature Gary H. Hopkins

Unit #(s) 0-7

DATE 12/22/2019, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22nd day of December, 2019, before me personally appeared Gary H. Hopkins, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Daria Montoya
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Nivlem LLC

Owner's Signature [Signature]

Unit #(s)

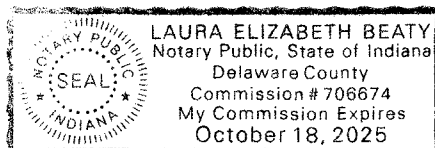
DATE 12/19, 20 19

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19th day of December, 20 19, before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Thomas C Bowie

Owner's Signature Thomas C Bowie

Unit #(s) D12

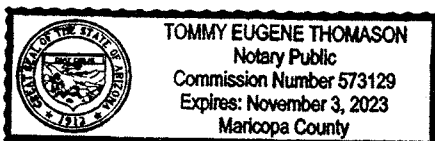
DATE January 10, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of January, 2020, before me personally appeared Thomas C Bowie, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Peter Ober

Owner's Signature [Signature]

Unit #(s) 0-13

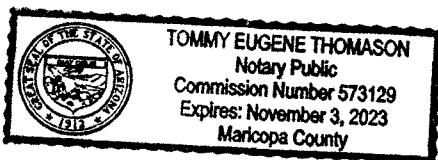
DATE 1/9, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 2020, before me personally appeared Peter Ober, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name CHARLES F WRIGHT

Owner's Signature Charles F Wright

Unit #(s) D15

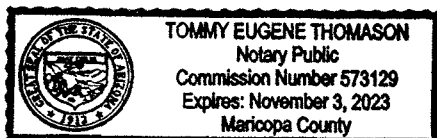
DATE DECEMBER 12, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12th day of December, 2019, before me personally appeared Charles F Wright, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name BERNARD ROBERTSON

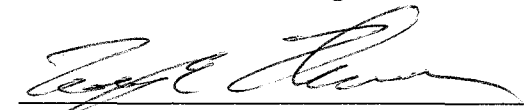
Owner's Signature 

Unit #(s) H-1

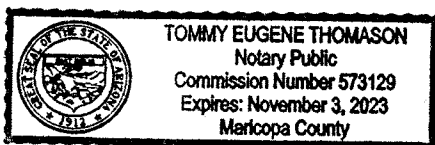
DATE JANUARY 14, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 14th day of January, 2020, before me personally appeared Bernard Robertson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.


Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Jim Gerblich

Owner's Signature

[Signature]

Unit #(s)

H-2

DATE

1-10-20

, 20

STATE OF ARIZONA

)

) ss.

County of Maricopa

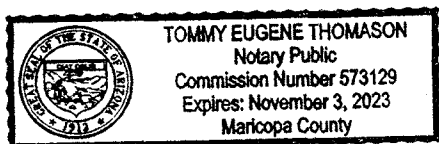
)

On this 10th day of January, 20 20, before me personally appeared James Gerblich, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]

Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name DANA Hunter

Owner's Signature [Signature]

Unit #(s) H-3

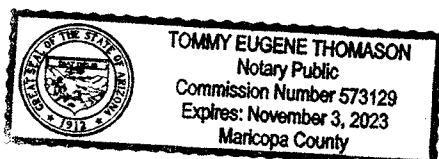
DATE 1/16, 20 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 16th day of January, 20 20, before me personally appeared Dana Hunter, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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YES X

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

CRAIG T. CLIFFORD

Owner's Signature

Craig T. Clifford

Unit #(s)

14-4

DATE

1/10

, 2020

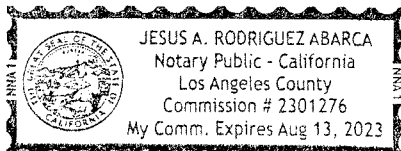
STATE OF California ^{sr} ~~ARIZONA~~

County of Los Angeles ^{sr} ~~Maricopa~~

ss.

On this 10th day of January, 2020, before me personally appeared Craig T. Clifford, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/~~she~~ signed this document.

Notary Seal:



Notary Public

[Signature]

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name RONALD & JOANNE THOMPSON

Owner's Signature Ronald Thompson

Unit #(s) H 5

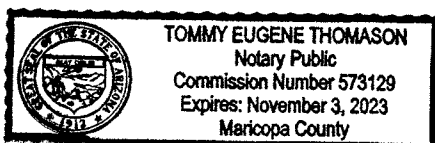
DATE Jan 6, 20 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of January, 20 20, before me personally appeared Ronald L Thompson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Cloud 9 Leasing, LLC

Owner's Signature *Ernest P. Malvey*

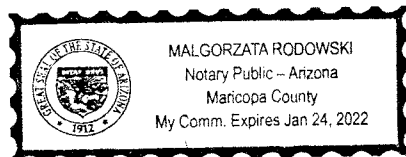
Unit #(s) H-6

DATE January 7, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 7 day of January, 2020, before me personally appeared *Ernest P. Malvey*, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Malgorzata Rodowski
Notary Public

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Blue Management Holdings, LLC

Owner's Signature *[Signature]* manager

Unit #(s) I-01

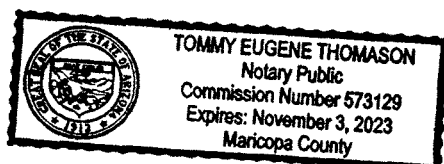
DATE Dec 11, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 11th day of December, 2019, before me personally appeared Shane Ellison, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Robert Maclean

Owner's Signature

[Signature]

Unit #(s)

I-2

DATE

12/9

, 20 19

STATE OF ARIZONA

)

) ss.

County of Maricopa

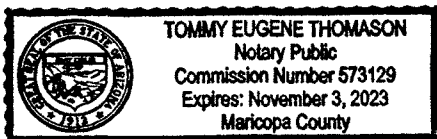
)

On this 9th day of December, 20 19, before me personally appeared Robert Maclean, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]

Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name FORTUIN

Owner's Signature [Signature]

Unit #(s) 1-3

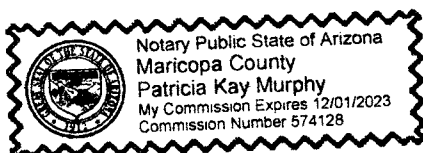
DATE 1-2, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 2ND day of JANUARY, 2020, before me personally appeared FLOYD FORTUIN, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name DOUGLAS M JAMES

Owner's Signature *Douglas M. James*

Unit #(s) 1-4-5-6

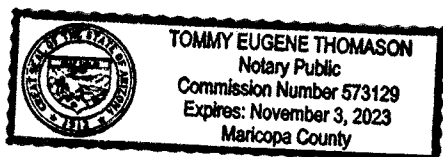
DATE 12-6-19, 20__

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of December, 20 19, before me personally appeared Douglas James, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name JOHN CAUVIN

Owner's Signature [Signature]

Unit #(s) I7 & M5

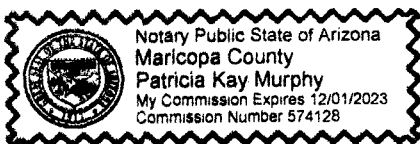
DATE 1-4, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 4th day of January, 2020, before me personally appeared JOHN ROBERT CAUVIN, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Patricia Kay Murphy
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name JP Richardson

Owner's Signature [Signature]

Unit #(s) I9

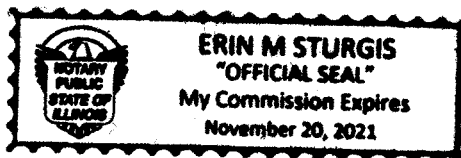
DATE 6 Dec, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6 day of December, 2019, before me personally appeared JP Richardson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Erin M. Sturges
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Mike Pestano

Owner's Signature [Signature]

Unit #(s) I-10

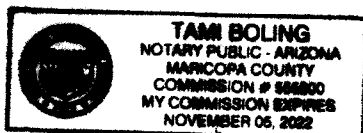
DATE 12/16/, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 16th day of December, 2019, before me personally appeared Mike Pestano, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name *Emerald Creek Aviation LLC*

Owner's Signature *R. Anthony Sumet, manager*

Unit #(s) *I-12*

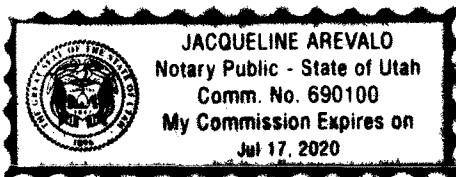
DATE *December 17*, 20*19*

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this *17* day of *December*, 20*19*, before me personally appeared *R. Anthony Sumet*, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Jacqueline Arevalo
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
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YES X

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Norman K. Thordarson

Owner's Signature Norman K. Thordarson

Unit #(s) I-11

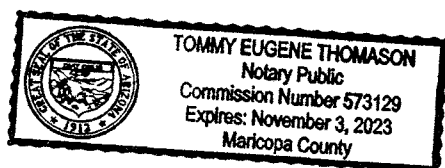
DATE 1/9, 20 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 20 20, before me personally appeared Norman Thordarson whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
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YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Steve McCormick

Owner's Signature

[Signature]

Unit #(s)

M2 / F14

DATE

30 Dec, 20 19

STATE OF ARIZONA)

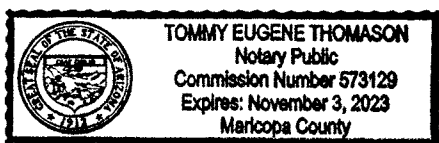
) ss.

County of Maricopa)

On this 30th day of December, 20 19, before me personally appeared Steve McCormick, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name CSB Properties

Owner's Signature [Signature]

Unit #(s) J. 2

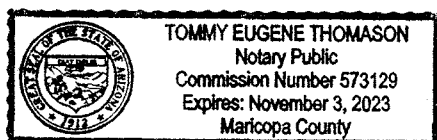
DATE 1/10, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of January, 2020, before me personally appeared Curt W Donelli, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name HARRY C. BROWN

Owner's Signature *Harry C. Brown*

Unit #(s) J-3

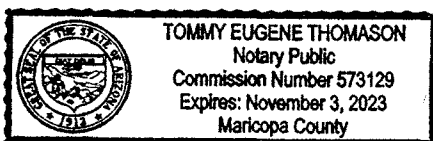
DATE 1/9/2020, 20 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 20 20, before me personally appeared Harry C Brown, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Russell A. Kerby

Owner's Signature BAK

Unit #(s) J-04

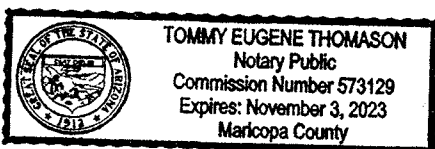
DATE 1/10/, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of January, 2020, before me personally appeared Russell A Kerby, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name JACK THOMPSON

Owner's Signature [Signature]

Unit #(s) J-5

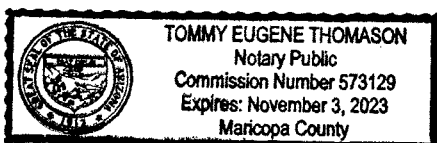
DATE Dec 6, 20 19

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of December, 20 19, before me personally appeared Jack Thompson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Gordon McLaren

Owner's Signature GORDON McLaren

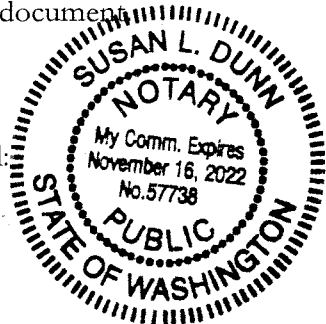
Unit #(s) J-6

DATE 12/26, 20 19

STATE OF ~~ARIZONA~~)
 ~~WASHINGTON~~) ss.
County of ~~Maricopa~~ King)

On this 26TH day of DECEMBER, 2019, before me personally appeared GORDON McLAREN, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Susan L. Dunn
Notary Public

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Nigel Cripps

Owner's Signature [Signature]

Unit #(s) 5-7

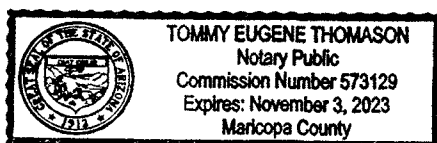
DATE 1/9/, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 2020, before me personally appeared Nigel Cripps, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name DONALD A. BODNAR

Owner's Signature [Signature]

Unit #(s) J-8 J-9

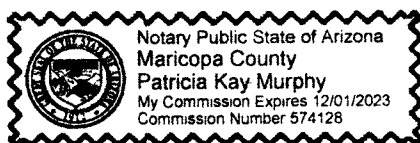
DATE 12-27, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 27th day of DECEMBER, 2019, before me personally appeared DONALD A. BODNAR, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Randall M. Harris

Owner's Signature

Randall M. Harris

Unit #(s)

J-10

DATE

12/9/19

, 20____

STATE OF ARIZONA

)

) ss.

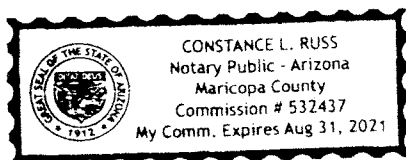
County of Maricopa

)

On this 9 day of December, 2019, before me personally appeared RANDALL HARRIS, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Constance L. Russ
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES /

NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name JOHN S. RANLOLO

Owner's Signature *[Signature]*

Unit #(s) J-12

DATE 01/03/2020, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 3rd day of JANUARY, 2020, before me personally appeared JOHN RANLOLO, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Patricia Kay Murphy
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Stephen H. Parker

Owner's Signature [Signature]

Unit #(s) I 11

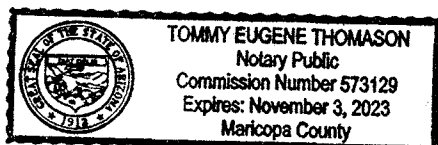
DATE 1/14/, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 14th day of January, 2020, before me personally appeared Stephen H. Parker, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES

X

NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Steven Daragi

Owner's Signature [Signature]

Unit #(s) K1-N4

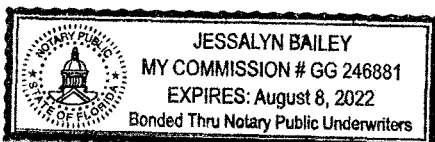
DATE 1/7/, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 7th day of January, 2020, before me personally appeared Steven Daragi, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



State of Florida
County of Palm Beach
Affirmed and subscribed before
me on 1/7/2020, by Steven Daragi / Jessalyn Bailey
Personally known or produced I.D.

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Elaine E English

Owner's Signature Elaine E English

Unit #(s) K3 and K6

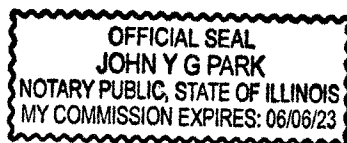
DATE Jan 3, 2020

STATE OF ~~ARIZONA~~ ILLINOIS

County of Will) ss.
~~Maricopa~~)

On this 3rd day of JAN, 2020, before me personally appeared ELAINE English, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



John Y G Park
Notary Public 1-3-20

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Elaine E English

Owner's Signature Elaine E English

Unit #(s) K-3 and K-6

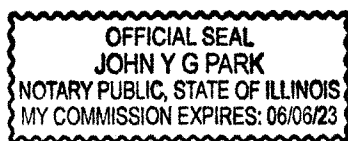
DATE 01/03, 2020

STATE OF ~~ARIZONA~~ ^{ILLINOIS}) JP

County of ~~Maricopa~~ ^{Will}) ss.

On this 3rd day of JAN, 2020, before me personally appeared ELAINE ENGLISH, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



John Y G Park
Notary Public 1-3-20

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name John R Spalj

Owner's Signature JRS

Unit #(s) L-2

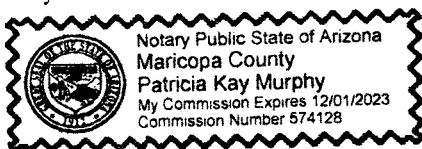
DATE 1-3, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 3RD day of JANUARY, 2020, before me personally appeared JOHN RUDOLPH SPALJ, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Patricia Kay Murphy
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name JOHN L. COFFEY

Owner's Signature [Signature]

Unit #(s) L-3

DATE 12/4, 2019

STATE OF ^{WISCONSIN}~~ARIZONA~~)
County of ^{Ashland}~~Maricopa~~) ss.

On this 4th day of December, 2019, before me personally appeared John Coffey, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:

SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name AL ROSS

Owner's Signature AL ROSS

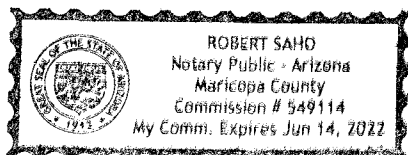
Unit #(s) L-4

DATE 12-10-19, 20

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 11th day of December, 2019, before me personally appeared AL ROSS, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Robert Saho
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Trygve A. Solberg

Owner's Signature Trygve A. Solberg

Unit #(s) LS

DATE 12/4, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 5th day of DECEMBER, 2019, before me personally appeared TRYGVE SOLBERG, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Brenda Barger
Notary Public

Notary Seal:

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

CHARLENE BOULA

Owner's Signature

Charlene Boula

Unit #(s)

L-6

DATE

12/10

, 20 19

STATE OF ARIZONA

)

) ss.

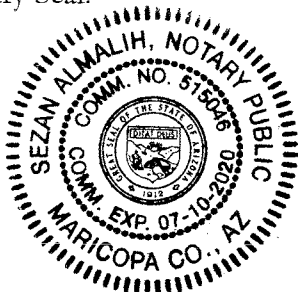
County of Maricopa

)

On this 10th day of December, 20 19, before me personally appeared Charlene M Boula, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name L. Michael McCracken

Owner's Signature [Signature]

Unit #(s) L-7

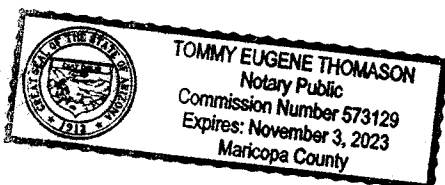
DATE December 30, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 15th day of January, 2020, before me personally appeared Lynn Michael McCracken, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓ NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name LARRY KRUCHTEN

Owner's Signature *Larry Kruchten*

Unit #(s) L-9

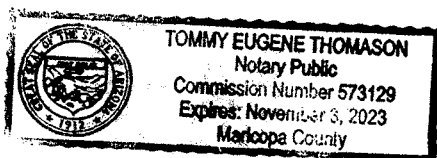
DATE 12-12, 20 19

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 12th day of December, 20 19, before me personally appeared Larry Kruchten, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owner of Unit(s) in SkyRanch Aircraft Storage Condominium Association, hereby consent(s) to amend the SkyRanch Aircraft Storage Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, at instrument number 2010-0512670, official records of Maricopa County, Arizona Recorder ("Declaration"), so as to amend the Declaration in the manner set forth below.

I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Jon R. Addison

Owner's Signature

[Signature]

Unit #(s)

L11

DATE

Dec 18, 2019

STATE OF ARIZONA

)

) ss.

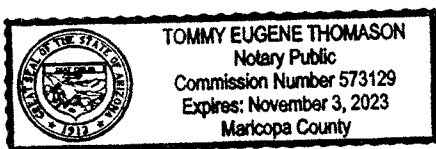
County of Maricopa

)

On this 18th day of December, 2019, before me personally appeared Jon Addison, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

Jeff Lippencott

Owner's Signature

[Signature]

Unit #(s)

C-13

DATE

1-8

, 20 20

STATE OF ARIZONA)

) ss.

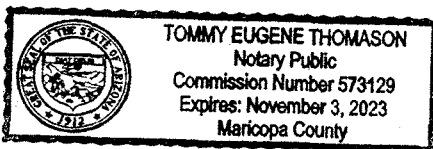
County of Maricopa)

On this 8th day of January, 20 20, before me personally appeared Jeff Lippencott, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]

Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Karyl Hanish

Owner's Signature Karyl Hanish

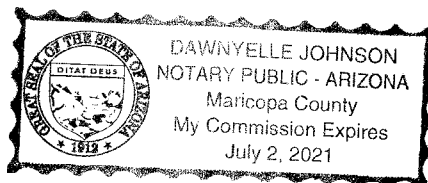
Unit #(s) L-14

DATE 1-9-2020, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 2020, before me personally appeared Karyl J. Hanish, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Dawnyelle Johnson
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Marc Huffman

Owner's Signature Marc Huffman

Unit #(s) 111

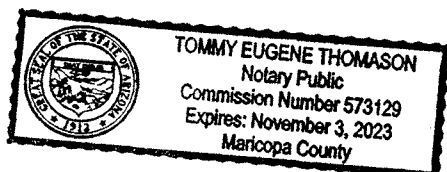
DATE Jan. 13,, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13th day of January, 2020, before me personally appeared Marc Huffman, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

**APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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YES X

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name JEFF K. KITCHEL

Owner's Signature *Jeff Kitchel*

Unit #(s) 11.7

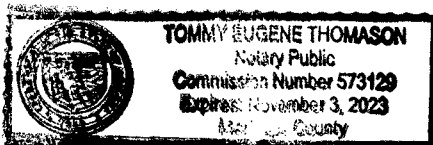
DATE Dec 7, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 7th day of December, 2019, before me personally appeared Jeffrey Kitchel, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Tommy Eugene Thomason
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name HANGER M-04, LLC

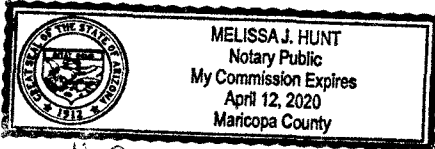
Owner's Signature [Signature]

Unit #(s) M-04

DATE 1/7, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 7 day of January, 2020, before me personally appeared _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal: 
#20331299

[Signature]
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

ALLAN STANLEY 3/SICMA LLC

Owner's Signature

ALLAN STANLEY

Unit #(s)

M-6

DATE

1-5-, 20 20

STATE OF ARIZONA)

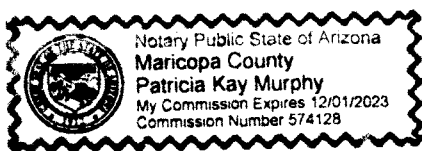
) ss.

County of Maricopa)

On this 05th day of JANUARY, 20 20, before me personally appeared ALLAN STANLEY, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Patricia Kay Murphy
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Goodkin Family Trust

Owner's Signature [Signature] trustee

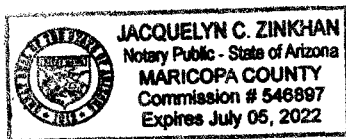
Unit #(s) 109

DATE December 10, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of December, 2019, before me personally appeared W. A. Goodkin, Jr., whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



[Signature]
Notary Public

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name EIR Real Estate LLC

Owner's Signature Randall M. Harris

Unit #(s) M-11

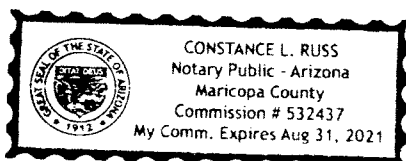
DATE 12/9, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9 day of December, 2019, before me personally appeared RANDALL M. HARRIS, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Constance L. Russ
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Daniel Mattox, DKM Holdings LLC

Owner's Signature [Signature]

Unit #(s) M-12

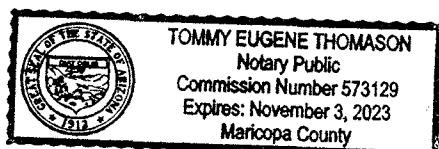
DATE 1-9, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of January, 2020, before me personally appeared Daniel Mattox, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES

X

NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

PAYNE

Owner's Signature

[Signature]

Unit #(s)

M 13

DATE

1/10, 2020

STATE OF ARIZONA

)

) ss.

County of Maricopa

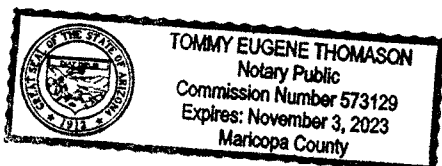
)

On this 14th day of January, 2020, before me personally appeared Anthony Payne, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]

Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name

SIAN WINSHIP

Owner's Signature

Unit #(s)

M14/M15

DATE

12.5.19

, 20____

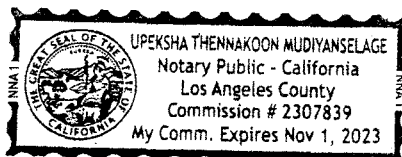
STATE OF California ur)

County of Los Angeles) ss.

Maricopa ur)

On this 05th day of December, 2019, before me personally appeared Sian Winship, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that ~~he~~/she signed this document.

Notary Seal:



Notary Public

Upeksha Thennakoon

SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Mark Miller

Owner's Signature [Signature]

Unit #(s) N-1

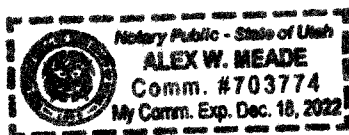
DATE 12/9/19, 2019

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 4th day of December, 2019, before me personally appeared Mark Miller, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES X NO

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Duane Huff

Owner's Signature [Signature]

Unit #(s) L10

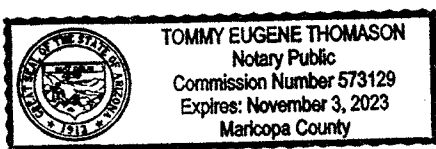
DATE JANUARY 24, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 24th day of January, 2020, before me personally appeared Duane Huff, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



SkyRanch Aircraft Storage Condominium Association

APPROVAL OF SKYRANCH AIRCRAFT STORAGE
SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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I approve amending the Declaration in the manner set forth in the SkyRanch Aircraft Storage Condominium Second Amended and Restated Declaration of Covenants, Conditions and Restrictions.

YES ✓

NO _____

Please note that your signature must be notarized for your consent to be counted.

Owner's Name Peter Schrick

Owner's Signature [Signature]

Unit #(s) D-8

DATE 1/20/2020, 2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 20th day of January, 2020, before me personally appeared Peter Schrick, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:

