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SIXTH

AMENDED AND RESTATED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

HANGAR HACIENDAS

January 9, 2020

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**SIXTH
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HANGAR HACIENDAS
January 9, 2020**

THIS SIXTH AMENDED AND RESTATED DECLARATION, is made on the date hereinafter set forth by the undersigned, hereinafter referred to as Declarants, and shall supersede that Declaration of Covenants, Conditions and Restrictions recorded on February 26, 2001 as Instrument No. 2001-0138496, Official Records of Maricopa County, Arizona and all previous amended and restated versions.

WITNESSETH

WHEREAS, Declarants are the owners of, or designated representatives of the owners of certain property in the County of Maricopa, State of Arizona, which is more particularly described as Lots 1 through 14 inclusive and Tracts B and C inclusive of Hangar Haciendas Unit One according to the plat recorded May 11, 1989, at Book 331 of Maps, Page 27; Lots 15 through 17 inclusive and Tract D of Hangar Haciendas Unit Two according to the plat recorded on August 3, 1994 at Book 381 of Maps, Page 16; Lots 18 through 35 inclusive of Hangar Haciendas Unit Three according to the plat recorded on May 21, 1998 at Book 470 of Maps, Page 29; the West runway over-run parcel (A.P.N. 300-15-099A); Lots 36 through 38 inclusive and Tracts E and F inclusive of the Replat of Tract A of Hangar Haciendas Unit One according to the re-plat recorded on February 27, 2014 at Book 1177, Page 41, Official Records of Maricopa County, Arizona.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I – DEFINITIONS

Section 1. “ASSOCIATION” shall mean and refer to the Hangar Haciendas Homeowners Association, its successors and assigns.

Section 2. “COMMON AREA” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association is described as follows:

Tracts B and C of Hangar Haciendas Unit One, Book 331 of Maps, Page 27, recorded on May 11, 1989; Tract D of Hangar Haciendas Unit Two, Book 381 of Maps, Page 16, recorded on August 3, 1994; the West runway over-run parcel (A.P.N. 300-15-099A); Tracts E and F of the Re-plat of Tract A of Hangar Haciendas Unit One, Book 1177, Page 41 recorded on February 27, 2014, Official Records of Maricopa County, Arizona.

Section 3. “DECLARANT” shall mean and refer to Members of the Board of Directors of the Hangar Haciendas Homeowners Association, the aforementioned recorded plats of Hangar Haciendas, Unit One, Unit Two and Unit Three, Re-Plat of Tract A and the West runway over-run parcel (A.P.N. 300-15-099A).

Section 4. “LOT” shall mean and refer to any numbered plat of land shown upon the recorded plats of Hangar Haciendas Units One, Two and Three and the Re-Plat of Tract A.

Section 5. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "PRIVATE AREA" - Section deleted.

Section 7. "PROPERTIES" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II – PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT

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

- (a) The right of the Association to charge a reasonable admission and other fees of any recreational or runway facility situated upon the Common Area, except as set forth in Article III, Section 3 (c); or for the assignment of an Owners right to use the Common Area, which is separate from the lease or assignment of the entire Lot.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; or for an infraction of its' published rules and regulations until compliance with the rules and regulations is confirmed by the Board; or for any violation of Federal Aviation Regulations by an Owner or user of the Common Area until such period of suspension or other sanction is removed; or until the Owner and Owners' guests and any Associate Members have submitted completed Hold Harmless Agreements to the Board of Directors.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed to by the members. No such dedication of transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.
- (d) The right of the Association to permit use of the Common Areas by other than infrequent guests and to charge a fee for that use.

Section 2. DELEGATION OF USE

- (a) Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, contract purchasers or assignees.
- (b) Associate Members shall be entitled to use the Common Area for aircraft and landing purposes in accordance with the restrictions and regulations as set forth in this Declaration, the Articles of Incorporation of Hangar Haciendas Homeowners Association and any Bylaws, Rules or Regulations adopted by the Association.
- (c) The Association shall not be entitled to charge fees or collect assessments from Associate members. Associate Members shall have no right to vote or participate in the operation of the Association. Associate Members shall have no rights in or to the real property.
- (d) The Association has granted three owners of parcels adjacent to Hangar Haciendas, all of whom possess Associate Memberships, easement rights to access the Common Areas from their adjacent parcels pursuant to

various conditions. These Easement Agreements are recorded in the Official Records of Maricopa County at 2019-0032825, 2019-0031915 and 2019-0031916.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIPS

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, except as set forth in Section 3 of this Article. The Owner of Lot 36 was originally entitled to three memberships (votes), as the owner of the original Tract A. Two of these memberships (votes) were transferred to the purchasers of what are now Lots 37 and 38 upon sale of those parcels.

Section 2. VOTING RIGHTS

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. ASSOCIATE MEMBERSHIPS

It is recognized and acknowledged that the Common Area runway facilities may accommodate more use than is likely to occur from the Lots.

(a) In consideration for transfer and dedication to the Association of the real property, which is the Common Area by the Owner of Lot 36 (who was the original owner of Tract A), and for development services rendered in connection with the Property, the owner of Tract A was originally granted thirty-seven (37) Associate Memberships in the Association. The Owner of Lot 36 may transfer or assign the right to use the Common Area pursuant to the Associate Memberships and may receive a fee for that transfer. The owner of Lot 36 has informed the Board of Directors that four (4) of the original 37 Associate Memberships have been transferred or otherwise reserved, one of these four on a temporary basis. By a notarized Declaration from the owner of Lot 36 to the Association, dated March 20, 2014, the owner of Lot 36 declared twenty (20) of the original 37 Associate Memberships to be “permanently eliminated”. The owner of Lot 36 has subsequently, via written correspondence, stated and affirmed that, other than the four (4) Associate Memberships previously transferred, all thirty-three (33) other Associate memberships have been “permanently eliminated”.

(b) Associate members shall be entitled to use the Common Area for aircraft operations in accordance with the restrictions and regulations as set forth in the Declaration, the Articles of Incorporation of Hangar Haciendas Homeowners Association and by any Bylaws, rules or regulations adopted by the Association. No portion of the current Common Area is available for aircraft tie-down by Associate members.

(c) The Association shall not be entitled to charge fees or collect assessments from Associate Members. Associate members shall have no right to vote or participate in the operation of the Association. There shall be no rights in, or to, the real property which is subject of this Declaration derived by the Associate Members.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a

charge on the land and shall be a continuing lien upon the property, against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Lot 36 is exempt from annual assessments until the expiration of the 1998 Special Use Permit in October, 2018 and until title (ownership) of Lot 36 passes from the current owner (Barbara Nerison) to another owner at which time Lot 36 will become subject to assessment(s) in the same manner, timing and amount(s) as all other lots.

Section 2. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Area. The annual assessment may be increased by a vote of a simple majority of Members who are voting in person or by signed written ballot at a meeting duly called for this purpose.

Section 3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a simple majority of the votes of members who are voting in person or by signed written ballot at a meeting duly called for this purpose.

Section 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 2 AND 3

Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. All members having been notified, those in attendance or providing a signed written ballot shall constitute a quorum.

Section 5. UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all Lots, except as set forth in Section 7 below, and may be collected on a quarterly or annual basis.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES

The amount of the annual assessment against each Lot shall be fixed at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. ASSESSMENTS FOR UNDEVELOPED LOTS

The Association may provide for a reduced assessment to be paid by those Lot Owners whose property is undeveloped; provided, however, that the Owners of undeveloped Lots are assessed on a uniform basis. In collecting the assessment pursuant to this Section, the Association may consider credits towards those assessments for contributions "in kind" to construction, operation and maintenance of the Common Area by Owners of the undeveloped Lots.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall be subject to a late payment charge of \$100 plus fees and expenses for the first year and \$250 per year plus fees and expenses for subsequent years of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for here by non-use of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any duly recorded first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V – ARCHITECTURAL CONTROL

Section 1. APPROVAL BY THE ARCHITECTURAL COMMITTEE

No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Properties; nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location 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 of Directors of the Association, or by an architectural committee composed of three (3) or more representatives. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been satisfied. Building plans may be submitted by hand or by Registered Mail to the President or Vice-President of the Board of Directors of the Hangar Haciendas Homeowners Association.

Section 2. STORAGE OF MATERIALS

No materials, supplies or equipment for future construction shall be stored or stockpiled on the lot prior to the Owners obtaining Architectural Committee approval and a Building Permit for said construction.

Section 3. SCOPE

Structures which are subject to architectural review shall include, but not be limited to: primary residences, accessory buildings, hangars, fences, walls, barriers, outdoor swimming pools or spas, outside electro-magnetic receiving or transmitting devices, solar collector and/or storage devices, storage of recreational vehicles such as motor homes, boats, campers, travel trailers and other trailers. Swimming pools or spas, which are freestanding or located above ground level are discouraged. Hangars and accessory buildings shall be designed to be compatible with the main residence in color, surface, texture and form. No metal-sided hangars will be allowed. In addition to the twenty (20)-foot building height restriction (Article VI, Section 4), it is specifically not permitted to construct any two-story building on any Lot in Unit Three, Lots 18 through 35 inclusive.

ARTICLE VI – USE RESTRICTIONS

Section 1. RESIDENTIAL USE

All of the numbered Lots – 1 through 38, in Hangar Haciendas shall be known and described as single-family residential Lots. All structures placed on said Lots shall be of new construction and no buildings shall be moved from any other location onto any of said Lots.

Section 2. ANIMALS

No pigs, chickens, other fowl, nor any livestock other than common household pets are to be maintained on any Lot. No commercial boarding of animals is permitted on any Lot.

Section 3. BUILDING REGULATIONS

Each Lot shall comply with applicable local zoning rules and regulations, including but not limited to the building setback (required yard) requirements. Compliance with such governmental regulations shall be in addition to compliance with the Architectural Review provided for in Article V of this Declaration.

(a) No Lot shall be used for storage of material or equipment until a building permit has been issued by the local governmental authority.

(b) Once construction of the primary dwelling begins, completion of the exterior shell shall be accomplished within one year. Time extensions may be granted with approval of the Board of Directors.

(c) After an approved and completed sanitary waste disposal system is installed, temporary residence in a trailer or recreational vehicle on the site will be allowed for one year. Time extensions may be granted with the approval of the Board of Directors.

Section 4. HEIGHT

No structure exceeding twenty (20) feet in height shall be erected or permitted on any lot. Building construction height shall also be limited to twenty (20) feet maximum above the median natural grade within the proposed structure footprint.

Section 5. AREA

No dwelling having living space of less than 1,800 square feet exclusive of open porches, pergolas or attached garage, if any, shall be erected on any Lot.

Section 6. SIGNS

No business of any kind or nature whatsoever shall be conducted from any residence on any Lot. No advertising signs (except for one "For Rent" or "For Sale" sign per Lot (not to exceed thirty-six inches by thirty-six inches), no billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of said Lots.

Section 7. VEHICLES/LIGHTING

No derelict vehicles shall be kept on any lot, nor shall any large commercial vehicles be kept on or operated from the premises. The use of outdoor lights is discouraged, and if installed, they shall be designed in such a manner that no light shall illuminate adjacent property and lighting shall be in conformance with applicable local, state and federal regulations.

Section 8. AIRCRAFT FUELS

On site permanent storage of aircraft fuel in individual aircraft hangars, shelters or on individual Lots is prohibited.

Section 9. AIRCRAFT HANGARS

All aircraft hangars or shelters are subject to the architectural review provision of Article V herein. All such hangars or shelters constructed on a Lot shall be architecturally compatible with the primary structure on the Lot. Metal-sided hangars are prohibited. All aircraft hangars must be constructed in conjunction with or

subsequent to the construction of a residence. Hangars or aircraft shelters may be detached from or attached to a primary structure in accordance with local building regulations.

Section 10. AIRCRAFT REPAIR

No commercial aircraft repair business shall be permitted on any Lot. There shall be no storage of dismantled or disabled aircraft within the Lots or the common Area. Aircraft being repaired and aircraft parts must be kept within an enclosed hangar building, which has been approved pursuant to Article V of this Declaration.

ARTICLE VII – ANNEXATION

The Developer, James R. Nerison, his heirs and assigns shall have the right to bring within the scheme of this Declaration additional properties within the area described in the preliminary plat of record with the Maricopa County Planning and Development Department for Hangar Haciendas without the consent of the members.

Section 1. FORM AND TIME OF ANNEXATION

The annexation authorized pursuant to this Article shall be made by filing of record a Declaration of Annexation, or similar instrument, with respect to the additional properties, which shall extend the scheme of its Declaration to such properties at the time of filing. Such Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

Section 2. DESCRIPTION OF THE PROJECT

The Properties currently consist of 38 lots; fourteen (14) in Unit One, three (3) in Unit Two, including the original three and the split and subsequent re-combination of Lot number 17, eighteen (18) in Unit Three, and three (3) in the Re-Plat of Tract A.

The Common Area includes Tracts B and C of Unit One, Tract D of Unit Two, the West over-run parcel (A.P.N. 300-15-099A) and Tracts E and F of the Re-Plat of Tract A, except any property dedicated to a governmental entity.

Section 3. ANNEXATION OF ADDITIONAL PROPERTY

Annexation of property to this project which is not a part of the current plan of development described above, shall be permitted subject to the approval of a simple majority of Members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

ARTICLE VIII – EASEMENTS

Section 1. EASEMENT TO THE ASSOCIATION

There is hereby reserved and granted to the Association, its Architectural Review Committee, their agents and employees, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration, the Articles, the Bylaws and Rules of the Association.

Section 2. ACCESS EASEMENT

Access Easement shall mean and refer to an area identified on a recorded final plat or re-plat, which is owned by the Owners of the appurtenant Lots, for ingress and egress and maintenance of such public utilities as are located within the Access Easement area for the benefit of the Owners of Lots, their respective families, guests,

invitees and tenants, and including refuse collection and emergency vehicle access. Construction, operation, maintenance and repair of the Access Easement shall be the responsibility of the Association.

Section 3. DRAINAGE EASEMENT

Drainage Easement shall mean and refer to an area identified on a recorded final plat or re-plat, which is owned by the Owners of the appurtenant Lots and runs over, across, under and through the Lots for the purpose of carrying drainage and runoff waters. No structure, fence, wall or planting which would impede the flow of runoff water shall be permitted within the Drainage Easement area. Maintenance of the Drainage Easement area shall be the responsibility of the Owner of each Lot through which the Drainage Easement area runs.

Section 4. PUBLIC UTILITY EASEMENT

Public Utility easement shall mean and refer to an easement over, under, through and across any area identified on a recorded final plat for the purposes of maintaining public utilities, including but not limited to, water, sewer, electric, telephone, cable television and natural gas.

Section 5. TAXIWAY EASEMENT

Taxiway Easement shall mean and refer to an easement over, under, through and across any area identified on a recorded final plat for the purposes of aircraft ingress and egress from adjacent Lots to Tracts B, C, D and E for maintenance, repair and operation of said easement for the benefit of the Owners of the Lots within Hangar Haciendas appurtenant to said Taxiway Easement, their families, guest, invitees and tenants.

ARTICLE IX – MAINTENANCE

Section 1. BY THE ASSOCIATION

The Association shall maintain the Common Areas and certain easement areas including Access Easements and Taxiway Easements.

Section 2. BY THE OWNERS

Each Owner shall be responsible for the maintenance and upkeep of the Owner's entire Lot, including any improvements located thereon, Common Property adjacent to his Lot, and shall keep any Drainage Easement area which cross the Owner's Lot, free of structures or debris which might impede the flow of water through the Drainage Easement area.

Section 3. FAILURE TO MAINTAIN

In the event any Owner of a Lot maintains his Lot or the improvements thereon in a manner which is unsafe or unsatisfactory to the Board of Directors of the Association, the Association, upon approval of two-thirds (2/3) of the Board of Directors, shall have the right, through its agents or employees, to repair, maintain or restore the Lot and any improvements erected thereon. The cost of such maintenance shall be added to and shall become a part of the assessment to which the Lot is subject. No interior structure maintenance shall be performed pursuant to this Article.

ARTICLE X – INSURANCE

Section 1. BY THE ASSOCIATION

The Board of Directors or its duly authorized agent shall have the right and power to obtain insurance to the extent reasonably available for all improvements on the Common Area against loss or damage in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction work in the event of damage or destruction from any reasonable hazard, and shall also obtain, to the extent reasonably available, a broad form public liability policy covering all Common Areas and activities of the Association. In

the event of damage or destruction to property insured by the Association by fire or other casualty, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly enjoyed. In the event the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding such destroyed improvement, the Board of Directors may levy a special assessment against all Owners to make up such deficiency. In the event the insurance proceeds exceed the cost of repair, the excess proceeds shall be deposited by the treasurer into the bank account of the Association.

Section 2. BY THE OWNERS

It shall be the individual responsibility of each Owner to provide, as he sees fit, insurance on the improvements on his Lot in the event of damage or destruction from all reasonable hazards. Each Owner shall provide as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage or personal liability loss.

Section 3. AIRCRAFT LIABILITY INSURANCE

Every Owner or user of a licensed or operable aircraft which is based on the Property shall, if requested, provide the Association with a current Certificate of Insurance for aircraft liability. Failure to provide the Certificate of Insurance and to maintain such insurance may result in the suspension of the Owner, or users, right to use the Common Area.

ARTICLE XI – GENERAL PROVISIONS

Section 1. ENFORCEMENT

The Association shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY

Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 3. AMENDMENT

The covenants' conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Board of Directors subject to the approval of a simple majority of Owners who are voting in person or by signed ballot at the annual meeting or at a meeting duly called for this purpose. Any amendment must be recorded.

Section 4. CONDEMNATION

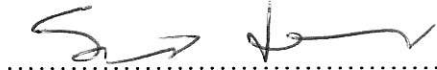
Proceeds of any condemnation of the Common Area or any settlement in lieu thereof shall be paid to the Board of Directors, as Trustee for the Owners and Mortgagees. Such funds shall be applied, if possible, to restoring the Common Area to as near original condition as possible. Any excess shall be distributed to the Owners and Mortgagees as their interests appear.

Section 5. NOTICES

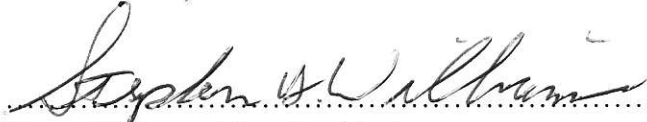
Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Owner or Member on the records of the Association at the time of mailing. It is the responsibility of the Owners to provide the Association with current mailing addresses.

IN WITNESS WHEREOF the undersigned, being the Declarants and current Board of Directors of the Hangar Haciendas Homeowners Association herein, have hereunto set their hand this 9th day of January, 2020

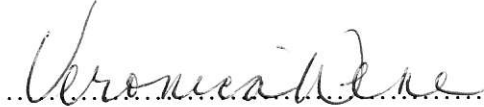
DECLARANTS:



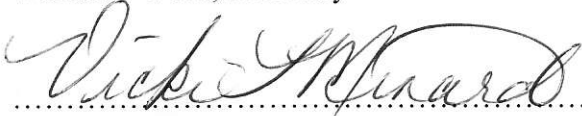
Scott Johnson, President



Steve Williams, Vice President



Veronica Wene, Secretary



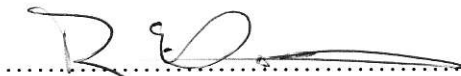
Vicki Minard, Treasurer



Tom MacDonald, Board Member



Joe Sturt, Board Member



Ron Opatrn, Board Member

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