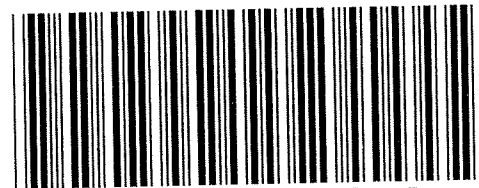


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DECLARATION  
OF  
COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR  
GATEWAY NORTE



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GATEWAY NORTE**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GATEWAY NORTE**

This Declaration of Covenants, Conditions and Restrictions for Gateway Norte is made as of the 14th day of July, 2003, by NorthGate, L.L.C., an Arizona limited liability company (the "Declarant").

**RECITALS**

A. Declarant is the owner of the following described real property located in the City of Mesa, Maricopa County, Arizona:

Lots A, B1, B2, B3, C, D1 through D11, E, F, G1, G2, H, I, J, K, L, M1 through M4, N1 through N5, O, P1, P2, Q1 through Q4, R1, R2, S1 through S4 and T, and Tracts A, B, C, D, and E, GATEWAY NORTE, according to the plat recorded in Book 643 of Maps, page 8, records of Maricopa County, Arizona (the "Property"); and

B. Declarant intends to develop a commercial and industrial park on the Property, and in order to provide for the enhancement and preservation of the value, desirability and attractiveness of the Park, Declarant desires to impose upon the Property certain mutual and beneficial covenants, conditions, restrictions, standards, limitations, prohibitions, easements, charges and liens under a general plan of improvement for the benefit of the Property and the future owners thereof.

C. Declarant's intent is that the Park would be a community wherein Builder Services and Trades are the primary focus of the Park along with services, businesses, and offices that would be considered complementing and general support to Builder Services and Trades. It is Declarant's intent to provide for the means to promote and enhance Builder Services and Trades their complementing services, businesses and offices through the establishment of: covenants and the like; architectural appearances of the grounds and buildings therein; upkeep; community agreements of the Park's promotion, advertising, and marketing of the community on site, Valleywide, and via the Internet; and networking of businesses located therein.

D. Declarant intends for this Declaration to create equitable servitudes and covenants appurtenant to and running with the Property and which will be binding upon all future Owners of all or any portion of the Property and any other Person acquiring any right, title or interest in or to all or any portion of the Property.

## ARTICLE 1

### DEFINITIONS

- 1.1 "**Assessable Sites**" means all Sites other than Sites within Lots B1, B2, B3, & T.
- 1.2 "**Assessment Lien**" means the lien created and imposed by Article 8.
- 1.3 "**Assessment Period**" means the calendar year, except that the first Assessment Period shall commence on the date that the first Site is conveyed by the Declarant to a Purchaser and end on December 31 of that year.
- 1.4 "**Assessments**" means Regular Assessments; District Assessments; Signage Assessments; and Marketing Assessments.
- 1.5 "**Builder Service Owners**" means those Owners, or their Permittees, that have or lease to, a business on their Site that is engaged in the selling and/or selling and manufacturing of products used in the construction of homes or offices, and their grounds, and if the business provides installation of their products, installation is not the primary focus of their business.
- 1.6 "**Builder Support Owners**" means those Owners, or their Permittees, that have or lease to, a business on their Site that supports Builder Service or Builder Trade Owners such as, but not limited to: blueprinting; reproduction services; aerial photography; map making and/or map sells; real estate marketing; interior design; schools for real estate, construction, construction engineering, and architecture; real estate financing; title insurance providing; home and/or business insurance providing; professional services specializing in real estate and construction accounting, legal, architecture and engineering disciplines; selling or renting tools used in construction or real estate marketing; food vending; and any business Manager feels meets the intent of the meaning of Builder Service Owner.
- 1.7 "**Builder Trade Owners**" means those Owners, or their Permittees, that have or lease to, a business on their Site whose primary business is the contracting of specialty building services, skills, and crafts associated with the construction of homes and offices, and whose primary focus is the installation or coordination of these of such crafts as: plumbing; concrete; electrical; landscaping; general contracting; trim carpentry; roofing; drywall; stucco; mill and trim work; painting and faux finishes; glazing; wrought iron fabrication; counter top fabrication; masonry; fire protection; or any business Manager feels meets the intent of the meaning of Builder Trade Owner.
- 1.8 "**City**" means the City of Mesa, Arizona.
- 1.9 "**Common Area**" means: (a) the Primary Roadway; (b) Tracts A, B, C, D, E and subsequent Tracts; (c) all designated Regional Storm Water Retention Basins; (d) all Landscape Easement Areas; (e) all identification, marketing, directional or other signs and related improvements (including, without limitation, landscaping and lighting) that may be constructed from time to time by the Manager on the Sign Easement Areas; and (f) all Restricted Access

Easement Areas. Manager reserves the right to permit Lot B1, at its own expense, to convert Tract E from an open storm water retention basin to an underground storm water retention area and to bring the surface to be level with adjacent grade so long as: the capacity and the volume of storm water retention designed for Tract E is not reduced; this conversion does not harm the regional basin system of the Park in the future; and the conversion does not conflict with City of Mesa requirements. B1 would then be permitted to use the new grade level surface area for their own storage and/or parking needs. Once Tract E is converted to underground storm water storage, its surface would no longer be considered as Common Area and B1 would be responsible to main and protect its surface area.

**1.10 "Common Area Maintenance Expenses"** means all costs and expenses of every nature and kind paid or incurred by the Manager or Declarant (including appropriate reasonable reserves, if any, as approved by the Manager) in constructing and installing Improvements on the Common Area and operating, managing, equipping, lighting, repairing, decorating, replacing, repairing and maintaining the Common Area. The Common Area Maintenance Expenses shall include, but shall not be limited to, all costs related to: (a) the construction or installation of Improvements on the Common Area; (b) general maintenance and repairs; (c) resurfacing, striping and cleaning the Common Area; (d) maintenance and repair of landscaping and irrigation systems; (e) maintenance, replacement and repair of signs, directional signs and lighting systems; (f) the cost of water service, electricity and other utility costs incurred in connection with the Common Area; (g) the wages and related payroll costs of personnel employed by the Manager to implement services furnished by the Manager; (h) premiums for public liability insurance and property damage insurance maintained in connection with the Common Area; (i) fees for required licenses and permits; and (j) supplies. Notwithstanding the foregoing, Common Area Maintenance Expenses shall not include any District Expenses.

**1.11 "Cross Access Easement Areas"** means: (a) each portion of the Project identified on Exhibit B, attached hereto, as being subject to a Cross Access Easement; and (b) any other portion of the Project or any portion of any real property annexed by the Declarant pursuant to Section 2.3 as being subject to a Cross Access Easement granted to or reserved by the Declarant or the Manager in a Supplemental Declaration, Declaration of Annexation or any other Recorded instrument signed or approved by the Declarant or the Manager for areas on a Lot that shall grant the unobstructed passing of traffic within the easement area across the Lot from an adjacent Site or Sites and their adjacent Sites.

**1.12 "Declarant"** means NorthGate, L.L.C., an Arizona limited liability company, its successors and assigns.

**1.13 "Declaration"** means this Declaration of Covenants, Conditions, and Restrictions for Gateway Norte, as amended from time to time.

**1.14 "Design Guidelines"** means the standards and guidelines adopted by the Manager pursuant to Section 3.5, as amended or supplemented from time to time.

1.15 "**DISC**" or "**District**" means each region of the Property identified in Article 5 as a separate District Implementing Specific Commerce having its own general architectural style and design and restricted to specific uses.

1.16 "**District Assessment**" means an assessment levied against less than all of the Sites pursuant to Section 8.3.

1.17 "**District Assessment Area**" means the Lots designated in this Declaration or a Supplemental Declaration as the Lots that will be assessed a District Assessment with respect to certain District Common Area or certain District Services.

1.18 "**District Common Area**" means: (a) Tracts A, B, C, D and E (b) any real property, and the Improvements situated thereon, which are part of the Common Area and which are designated in this Declaration a Supplemental Declaration or an amendment to this Declaration as being for the sole or primary benefit of the Owners and Lessees of a particular part of the Project. District Common Areas may include, without limitation, private streets or drives, drainage or retention areas or landscape medians.

1.19 "**District Expenses**" means the actual or estimated expenses, including allocations to reserves, incurred or anticipated to be incurred by the Manager for the maintenance, repair and replacement of District Common Area or to provide District Services to the Owners and Lessees in a District Assessment Area.

1.20 "**District Services**" means services designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners and Lessees of a particular part of the Project. District Services may include, without limitation, landscape maintenance services for landscaping situated on Sites that are not part of the Common Area.

1.21 "**GNMA**" or "**Grandma**" means Gateway Norte Marketing Arrangements established for the promotion and advertisement of the Park and the benefited Owners.

1.22 "**GNMAMA**" or "**Grandmama**" means Gateway Norte Marketing Arrangements and Merchants Association, an association of Gateway Norte merchants and/or Owners.

1.23 "**Governmental Restrictions**" means any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

1.24 "**Improvement**" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.



1.25 "Landscape Easement Area" means unless otherwise provided in a Supplemental Declaration, all portions of the Lots on which grass, trees, plants, bushes or other landscaping has been installed, except any such portions fully enclosed by a fence or wall.

1.26 "Lessee" means a lessee or tenant of a Site, or any part thereof.

1.27 "Lot" means each of Lots A, B1, B2, B3, C, D1 through D11, E, F, G1, G2, H, I, J, K, L, M1 through M4, N1 through N5, O, P1, P2, Q1 through Q4, R1, R2, S1 through S4 and T, as shown and identified on the Plat.

1.28 "Manager" means the Persons set forth below in the following order of priority:

- (a) NorthGate Management, L.L.C., an Arizona limited liability company, until the earlier of: (i) when neither the Declarant nor the Manager no longer own any Site or other part of the Property, (ii) the Manager assigns its rights as Manager to a Successor Manager; or (iii) the date the Manager expressly relinquishes its rights as Manager in a Recorded instrument; and thereafter,
- (b) The Successor Manager until the earlier of: (i) the Successor Manager no longer owns any Site or other part of the Property; or (ii) the Successor Manager relinquishes its rights as Manager in a Recorded instrument; and thereafter,
- (c) The Person designated to perform the duties and exercise the rights and powers of the Manager under this Declaration in a Recorded instrument signed by the Owners of more than fifty percent (50%) of the gross acres in the Property.

1.29 "Owner" means the record owner, whether one or more Persons, or beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Site. Owner shall not include Persons having an interest in a Site merely as security for the performance of any obligation or a Lessee. Owner shall include a purchaser under a Recorded contract for the conveyance of real property subject to the provisions of A.R.S. § 33-741, et seq. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Sites subject to a deed of trust pursuant to Arizona Revised Statutes, Section 33-801, et seq., the Trustor shall be deemed to be the owner. In the case of the Sites the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.30 "Permittees" means the Owners of the Sites and their respective heirs, successors, assigns, grantees, mortgagees, tenants and subtenants and all persons who now hold, or hereafter hold, portions of real property within the Property.

1.31 "**Person**" means any natural person, partnership, trust, corporation, Limited Liability Company or other legal entity.

1.32 "**Plat**" means the plat of Gateway Norte recorded in Book 643 of Maps, page 8, records of Maricopa County, Arizona, and all amendments, supplements and corrections thereto.

1.33 "**Primary Roadway**" means: (a) the streets identified on the Plat as E. Parkway Norte, E. Via NorthGate, E. El Porton Avenue and S. Sagewood; and (b) any portion of any real property annexed and subjected to this Declaration by the Declarant pursuant to Section 2.3 which is identified in the Declaration of Annexation as part of the Primary Roadway.

1.34 "**Project Documents**" means this Declaration, the Design Guidelines and any Supplemental Declarations Recorded pursuant to Section 2.2.

1.35 "**Property**," "**Project**" or "**Park**" means Lots A, B1, B2, B3, C, D1 through D11, E, F, G1, G2, H, I, J, K, L, M1 through M4, N1 through N5, O, P1, P2, Q1 through Q4, R1, R2, S1 through S4 and T, and Tracts A, B, C, D, and E, Gateway Norte, according to the Plat and all amendments, supplements and corrections thereto, and any real property and the Improvements situated thereon, annexed and subjected to this Declaration by the Declarant pursuant to Section 2.3.

1.36 "**Purchaser**" means any Person, other than the Declarant or the Manager, who by means of a voluntary transfer becomes the Owner of a Site, except for a Person who, in addition to purchasing a Site, is assigned some or all of the Declarant's rights under this Declaration.

1.37 "**Recording**" means placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona, and "Recorded" means having been so placed of public record.

1.39 "**Restricted Access Easement Areas**" means the portions of Lots N1 through N5 designated on the plat as "R.A.E. #1" and the portions of Lots M1 through M4 designated on the Plat as "R.A.E. #2" or any real property and the Improvements situated thereon, annexed and subjected to this Declaration by the Declarant pursuant to Section 2.3 that subsequently is declared to have a restricted access easement.

1.41 "**Sign Easement Areas**" means: (a) each portion of the Project identified on the Plat as being subject to a Manager Signage Easement; and (b) any other portion of the Project or any portion of any real property annexed by the Declarant pursuant to Section 2.3 as being subject to an easement granted to or reserved by the Declarant or the Manager in a Supplemental Declaration, Declaration of Annexation or any other Recorded instrument signed or approved by the Declarant or the Manager for the installation, maintenance, repair and replacement of identification, marketing, directional or other signs.

1.40 "**Site**" means a contiguous area of land in the Property consisting of one or more Lots, or portions thereof, under the same ownership and intended for use as a single, integrated

Project as shown on a site plan or building plans submitted to and approved by the Manager and the City.

1.41 "**Successor Manager**" means any Person to whom the Manager may assign its rights as Manager under this Declaration by a Recorded instrument.

1.42 "**Supplemental Declaration**" means a Supplemental Declaration executed by the Declarant pursuant to Section 2.2.

1.43 "**Tract A**" means Tract A of Gateway Norte as shown on the Plat.

1.44 "**Tract B**" means Tract B of Gateway Norte as shown on the Plat.

1.45 "**Tract C**" means Tract C of Gateway Norte as shown on the Plat.

1.46 "**Tract D**" means Tract D of Gateway Norte as shown on the Plat.

1.47 "**Tract E**" means Tract E of Gateway Norte as shown on the Plat.

## ARTICLE 2

### **PROPERTY AND PERSONS BOUND BY DECLARATION**

#### **2.1 Purpose and Binding Effect.**

Declarant is the record owner of fee title to the Property. Declarant intends by this Declaration to impose upon the Property covenants, conditions, restrictions and easements to create a general plan of development for the property and to provide a flexible and reasonable procedure for the administration, maintenance, preservation, use and enjoyment of the Property. The Declarant declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set forth in this Declaration which are for the purpose of protecting the value, desirability and appearance of the Property. Declarant further declares that all of the easements, restrictions, conditions and covenants in this Declaration shall run with the Property and shall be binding upon and inure to the benefit of the Declarant and all Owners and Lessees and all other Persons having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title and assigns. Each Person who acquires any right, title or interest in the Property, or any part thereof, agrees to abide by all of the provisions of the Project Documents. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Manager. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of the Project Documents, or as to the compliance of any of the provisions of the Project Documents with public laws, ordinances and regulations applicable thereto.

## **2.2 Supplemental Declarations.**

The Declarant or Manager may record from time to time a Supplemental Declaration covering one or more Sites, or portions thereof. A Supplemental Declaration, among other things, may: (a) grant or reserve to the Declarant or the Manager easements for the installation, maintenance, repair and replacement of landscaping; (b) grant or reserve to the Declarant or the Manager easements for the installation, maintenance, repair and replacement or directional, identification, marketing or other signs; (c) designate portions of the Common Area as District Common Area; (d) designate certain services to be provided by the Manager as District Services; and (e) designate portions of the Project as District Assessment Areas. A Supplemental Declaration may also include such covenants, conditions and restrictions as the Declarant or Manager may deem appropriate with respect to the Site or Sites subject to the Supplemental Declaration. A Supplemental Declaration may be amended only by the Manager and the Owners of all Sites subject to the Supplemental Declaration, except that the Manager, without the consent of any Owner, may amend a Supplemental Declaration at any time to relocate any Sign Easement Areas or Landscape Easement Areas created by a Supplemental Declaration or alter the boundaries of any Sign Easement Area or Landscape Easement Area provided the relocation of the Sign Easement Area or Landscape Easement Area or the change in the boundaries of the Sign Easement Area or Landscape Easement Area does not materially and adversely interfere with the business operations of the Owners and Lessees of the Sites subject to the Supplemental Declaration.

## **2.3 Annexation of Additional Property.**

The Manager, with the consent of the Declarant so long as the Declarant owns any part of the Project, shall have the right to annex and add to this Declaration, without the consent of any other Owner or Person, any real property, and the Improvements situated thereon, which is contiguous to the real property then subject to this Declaration. For purposes of this Section, property shall be considered contiguous if abutting or if separated by a public street or right-of-way. The annexation of real property shall be effected by the Declarant Recording a Declaration of Annexation setting forth the legal description of the real property being annexed and stating that such property is annexed and added to the Declaration. The Declarant makes no assurances that additional property will be annexed.

## **2.4 Disclaimer of Implied Covenants.**

Nothing contained in this Declaration and nothing that may be represented to a purchaser by real estate brokers or salesmen shall be deemed to create any implied covenants, servitudes or restrictions with respect to the use of any property subject to this Declaration.

## ARTICLE 3

### SITE IMPROVEMENT APPROVALS, VARIANCES AND WAIVERS

#### **3.1 Approvals Required.**

Except for Improvements constructed or installed on a Site prior to the Recording of this Declaration, no Improvement shall be erected, placed, altered, maintained or permitted to remain on any Site unless and until approved by Manager in the manner provided in this Declaration. No Improvements (including, but not limited to, the Improvements constructed or installed on a Site prior to the Recording of this Declaration) shall be modified, added to or changed in any way which would alter the exterior appearance of such Improvement without the prior written approval of the Manager. The Manager's approval is not required for alterations to the interior of any structure on a Site previously approved by the Manager so long as such alterations do not affect the exterior appearance of the structure. The Manager shall have the exclusive right to grant approvals required by this Declaration and to waive or vary the restrictions set forth in this Declaration if the Manager determines that the waiver or variance will not be detrimental to the general intent and purpose of this Declaration. Notwithstanding the foregoing or any other provision of this Declaration, the Manager's right to waive or vary the restrictions may be exercised with respect to a particular Site or Sites rather than all of the Property so that any such waiver or variance may apply to such Site or Sites as the Manager may determine in its discretion. The decision of the Manager shall be final on all matters submitted to it pursuant to this Article 3. Approval of the Manager shall not be required for any construction or modification of an Improvement by or on behalf of the Declarant or the Manager.

#### **3.2 Submittal of Plans.**

An Owner seeking Manager's approval for the construction or installation of an Improvement on a Site or any modification to a previously approved Improvement shall submit to the Manager plans and specifications prepared by a licensed architect or engineer which include the following:

(a) Site plan showing the location and design of all Improvements (including all buildings and other Improvements planned or proposed to be constructed on the Site), fences, streets, roadways, parking areas, storage areas, lighting plan, number, size and layout of parking spaces, required setbacks, loading areas, trash areas, pedestrian circulation patterns, sidewalks, fire hydrants, retaining walls, landscaped areas, grading and drainage, easements, utilities, driveways, sidewalks and curb cuts;

(b) Architectural plans and specifications, including building elevations, type of materials, colors, brief description of mechanical systems, structural systems, floor plans with finished floor elevations, typical wall sections, and roof construction and appurtenances;

(c) Landscape plan showing the location, size and species of trees and shrubs, a complete plant list, turf mixtures, irrigation plan and planting specifications. All landscaping must comply with the specific vegetation requirements set forth in the Design Guidelines applicable to the DISC in which the Site is located.

(d) Signage plan showing size, heights, design, location, color, materials, construction or installation procedures, lighting plans, sign message, including all graphics, pictures and layout relating to each intended sign. All signage must comply with the Design Guidelines applicable to the DISC in which the Site is located.

(e) If the Site is to be developed in phases, a proposed development schedule covering each phase of development of the Site;

(f) Description of intended operations or uses, including the anticipated number of employees, for the Improvements proposed to be constructed on the Site; and

(g) Such other information as the Manager may deem pertinent to evaluation of the plans and specifications or as may be required by the Manager in order to fully and completely perform its review duties under this Declaration.

### **3.3 Submittal Fee.**

Each submittal to the Manager by an Owner for the approval of plans for the construction of an Improvement on a Site or modifications to Improvements previously approved and constructed on a Site shall be accompanied by the payment by such Owner to Manager of a review fee in the amount established from time to time by the Manager. The fee charged by the Manager may include the estimated fees or costs anticipated to be incurred by the Manager in consulting with an architect or engineer with respect to the plans submitted. No plans or specifications need be reviewed or considered by the Manager and the Manager's thirty (30) day review period described in Section 3.4 shall not commence to run unless and until such review fee has been paid.

### **3.4 Action by Manager.**

Approval shall be based, among other things, on adequacy of Site dimensions, adequacy of structural design, conformity and harmony of external design with existing structures on other Sites, effect of location and use of proposed Improvements on neighboring Sites, relation of topography, grade and finish of ground elevation of the Site being improved to that of neighboring Sites, orientation of main elevation with respect to nearby streets, compliance of the plans and specifications with the Design Guidelines, and conformity of the plans and specifications to the purpose, intent and general plan of this Declaration. The Manager shall approve or disapprove all plans and specifications within thirty (30) days after its receipt of two (2) full, complete legible sets of the items described in Section 3.2 and the review fee provided

for in Section 3.3. In the event the Manager fails to approve or disapprove such plans and specifications within such thirty (30) day period, then the Owner shall submit to the Manager a notice of nonaction. In the event the Manager fails to approve or disapprove such plans and specifications within fifteen (15) days after its receipt of a notice of nonaction, then such approval shall not be required, but no Improvement which violates any of the covenants or restrictions contained in this Declaration or the Design Guidelines shall be erected or be allowed to remain on any Site. Notwithstanding any approval by the Manager, each Owner is solely responsible for obtaining any and all required approvals and permits from all applicable governmental entities prior to the commencement of the construction of Improvements on a Site, and neither Declarant nor the Manager shall have any obligation or responsibility to secure any such approval or permit. The approval by the Manager of any construction or modification of an Improvement shall not be deemed a waiver of the Manager's right to withhold approval of any similar construction or modification subsequently submitted for approval.

### **3.5 Design Guidelines.**

The Manager may adopt, amend and repeal architectural guidelines, standards and procedures to be used in determining whether to approve or disapprove plans and specifications for the construction, installation or modification of Improvements. Such guidelines, standards and procedures may include, without limitation, provisions regarding but not limited to the following: (a) the size of building areas; (b) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography; (c) placement of buildings and other structures; (d) landscaping design, content and conformance with the character of the Property and permitted and prohibited plants; (e) requirements concerning exterior color schemes, exterior finishes and materials; (f) signage; (g) dumpsters and their gate designs; (h) streetside fences and their gate designs; and (j) perimeter and screen wall design and appearance. The Design Guidelines may differ from one area of the Project to another to take into account specific design characteristics of a particular area of the Project or to impose a certain architectural style or design on Improvements within a particular area of the Project.

### **3.6 Construction of Approved Improvements.**

Upon receipt of approval from the Manager, the Owner shall as soon as practicable but in no event more than one (1) year from the date of such approval begin construction of the approved Improvements. Failure to comply with this Section shall be deemed an automatic revocation of the Manager's approval unless the Manager, upon request made prior to expiration of the one (1) year period, extends the time for commencing work. After commencement of construction of Improvements, the work shall be diligently prosecuted to completion so that the Site improvements do not remain in a partly finished condition any longer than reasonably necessary, but in no event more than two (2) years after the commencement thereof, except for so long as completion is rendered impossible or would result in great hardship due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the Owner's control (but excluding economic or financial problems). In addition, the landscaping (in the manner previously approved by the Manager pursuant to the provisions of Section 3.4) shall be installed prior to occupancy of the Improvements or within thirty (30) days of completion of the Improvements, whichever shall first occur, except that the planting of plants susceptible to frost,

freeze or other climatic injury if planted within such thirty (30) days period may be delayed until climatic conditions are suitable for planting.

### **3.7 Nonliability of Manager.**

Manager shall not be liable for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings or specifications whether or not defective; (b) the granting or denial of any requested variance or waiver; or (c) the construction or performance of any work whether or not pursuant to approved plans, drawings or specifications.

## **ARTICLE 4**

### **USE OF SITES**

#### **4.1 General Use Restrictions.**

Each Site may be used only for commercial or industrial purposes permitted under the zoning for the Site granted by the City and permitted within the DISC in which the Site is located as provided in Article 5. Notwithstanding anything to the contrary in the City Zoning Ordinance, there shall not be permitted any junk or salvage yard or any other use on the Property or any portion thereof which will be offensive to other Owners by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, electro-mechanical disturbances, electro-magnetic disturbances, radiation, air or water pollution or which will be hazardous by reason of danger of fire or explosion. No use of any Site shall be permitted which will result in the discharge of toxic matters into any public sewer system serving one or more Sites. The Manager shall have the right to determine whether a particular use is permitted under this Section, and any such determination made by the Manager shall be final. The following uses are prohibited unless specifically approved by the Manager:

- (a) Residential (permanent or temporary) except for one (1) manager's apartment in the DISC 2;
- (b) Trailer courts (except that RV parking/storage shall be permitted in Lots B1, B2 and B3);
- (c) Labor camps;
- (d) Junk yards;
- (e) Drilling for and/or the removal of oil, gas, or other hydrocarbon substances or any mineral or mineral products;
- (f) Commercial excavation of building or construction materials;
- (g) Storage of products or materials outside of an enclosed building or visual barrier as specified in Section 4.4;
- (h) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse. Lots B1, B2 and B3 shall be permitted a RV dump, which shall be regulated by the appropriate health agencies for its operation;



- (i) Fat rendering or distillation of bones;
- (j) Stockyard or slaughter of animals;
- (k) Refining of petroleum or of any of its products;
- (l) Smelting or processing of metals, concentrates or ores;
- (m) Livestock raising;
- (n) Cemeteries or mortuaries;
- (o) Jail or penal rehabilitation facilities;
- (p) Manufacture, storage, distribution or sale of explosives;
- (q) Concrete or asphalt batch plant;
- (r) Conducting of any circus or carnival; and
- (s) Generation, manufacture, disposal, release, storage, processing, transport or use of "radio-active materials," "hazardous substances," "hazardous materials" or "toxic substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Superfund Amendments and Reauthorization Act thereto, as amended; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Water Act; and the Arizona Environmental Quality Act, A.R.S. § 49-101, et seq., or any successor statutes thereof, or any federal, State of Arizona and local laws, ordinances and regulations relating to environmental protection, occupational health and safety, public health and safety or public nuisance or menace. Notwithstanding the foregoing, this Subsection shall not preclude the use or storage of minor amounts of "radio-active materials," "hazardous substances," "hazardous materials" or "toxic substances" as defined above so long as such use and storage is in compliance with all applicable laws, regulations and ordinances and so long as such use and storage is incidental to or a minor part of the activities conducted on the Lots or has been registered such items with Manager and Manager has given written, exclusive, limited, and specific permission for such items.

#### **4.2 Parking.**

There shall be maintained on each Site an automobile parking area or areas sufficient to accommodate fully the parking needs of all of the employees, customers, visitors and company vehicles of the Owner or lessee of the Site. Parking shall be prohibited on all public streets, the Primary Roadways and all other private streets within the Property. No use, whether permanent or temporary, shall be made of any Site that may attract parking in excess of the parking spaces then available on such Site.

#### **4.3 Change in Zoning.**

Every Owner agrees not to file any application for or otherwise request to change the zoning for the Owner's Site or apply for or request a variance or special use permit for any portion of the Property without the prior written consent of the Manager.

#### **4.4 Storage of Materials.**

Unless specifically approved in writing by the Manager and except as provided in Article 5, no materials, supplies or equipment shall be stored in any area on a Site except inside a closed building or behind a solid visual barrier which is constructed of materials which are compatible with all building structures constructed on the Site, and acceptable to the Manager, and which screens such areas so that the stored items are not visible to a person six (6) feet tall standing on any part of the neighboring property or public streets or private streets at an elevation no greater than the elevation of the base of the items being viewed. All roof-mounted mechanical equipment, solar heat collectors, utility installations, duct work, or any other devices, which project vertically more than one (1) foot above the roof or roof parapet, are prohibited unless screened by a solid visual barrier which is detailed consistent with the building or painted consistent with the color scheme of the building, as approved in writing by the Manager.

#### **4.5 No Further Subdivision.**

Without the prior written approval of the Manager and the City, no Owner (other than the Declarant or the Manager) shall do any of the following: (a) further subdivide a Site or Lot or separate the Site or Lot into smaller lots or Lots; (b) convey or transfer less than all of a Site or Lot; or (c) replat the Site or Lot or combine the Site or Lot with other Sites or Lots. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other Person (other than the Declarant or the Manager) against any Site or Lot without the provisions thereof having been first approved in writing by the Manager. No application for rezoning, variances or use permits pertaining to any Site or Lot shall be filed with any governmental authority by any Person (other than the Declarant or the Manager) unless the Manager has approved the application and the proposed use complies with this Declaration.

#### **4.6 Drainage.**

No structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct or interfere with the direction or flow of water in accordance with the drainage plans approved by the City for the Project, or any part thereof, or for any Site (the "Approved Drainage Plans"). No Owner or Lessee shall permit the drainage of water from the Owner's Site on to another Site or the Common Area, except in accordance with the Approved Drainage Plans for the Site. No Owner, Lessee or other Person shall take any action that would obstruct, interfere with or change the direction or flow of water in accordance with the Approved Drainage Plans. Retention Area

Calculations for each Lot are attached hereto as Exhibit A. The Retention Area Calculations show which Lots are to be fully self-retaining which means that all storm water must be retained on the Lot. The Retention Area Calculations also show Lots that are partially self-retaining or non-retaining which means that a portion, or all in the case of non-retaining, of the storm water coming onto the Lot is permitted to drain onto the Common Area designated retention areas such as Tracts A, B, C, D, E, and designated Regional Drainage Basins F and G or other Lots. A permanent, non-exclusive easement is hereby created in favor of each Lot that is partially self-retaining or non-retaining for the purpose of drainage of storm water onto the Tracts and Regional Drainage Basins or other Lots in accordance with the Retention Area Calculations and the Approved Drainage Plans.

**ARTICLE 5**

**DISTRICTS IMPLEMENTING SPECIFIC COMMERCE**

**5.1 Creation of Districts.**

The Property shall be divided into five (5) separate Districts Implementing Specific Commerce (each such area being a "DISC"). Each DISC will have a general type of architectural design and be subject to special restrictions governing the development and construction of improvements within the DISC and governing the uses that will be permitted within the DISC. Property within a DISC may also be subject to a District Assessment. The identity of the five (5) DISCs within the Property are as follows:

<u>DISC Number</u>	<u>DISC Name</u>	<u>Lots Included Within DISC</u>
1	Gateway Norte Perimeter	Lots A, E, F, G1, G2, H, I, J, K and L
2	Gateway Norte Storage Park	Lots B1, B2, B3 and T. If Manager so designates, B3 can be removed from DISC 1 and placed with either DISC 4 or 5
3	Gateway Norte Via Office Centre	Lot C
4	Gateway Norte Parkway of Trades	Lots D1 through D11
5	Gateway Norte Builder's Park	Lots M1 through M4, N1 through N5, O, P1, P2, Q1 through Q4, R1, R2 and S1 through S4

The Manager, without the consent of any Owner, may amend this Declaration from time to time to change the boundaries of one or more of the DISCs and/or create a new DISC. The Manager may amend this Declaration to grant additional permitted uses or restrictions for a Site

without approval of the Owner of the Site. However, no original permitted uses would be withdrawn from a Site without the Owner's approval.

**5.2 Restrictions Applicable to DISC 1 (Gateway Norte Perimeter Lots)**

- (a) Permitted Uses: Builder-Support Services. Which would include: restaurants, convenience stores, gas stations, car washes, fast food services and other retail uses approved by Manager as being beneficial to the Project and supportive to the Builder Park theme.
- (b) Fencing. The Manager in accordance with Article 3 must approve Fencing or walls. Except for screen walls for trash containers or restaurant patio dining area fencing, enclosing-type fences or walls are prohibited.

**5.3 Restrictions Applicable to DISC 2 (Gateway Norte Storage Park)**

- (a) Permitted Uses. Storage & Moving Operations & Services. Which would include: operation of a storage facility and its related services, communication services, recreational vehicle storage, recreational vehicle septic dump area, automotive detailing and cleaning services, equipment rental, restaurant or food services, general retail and other retail uses.
- (b) Fencing. Fences or walls are permitted but must be masonry or attractive wrought iron. Wrought iron barriers need not be of a solid visual nature when deemed by the Manager to have a functional or aesthetic purpose. The Design Guidelines may contain more specific requirements for fences and walls within the DISC.

**5.4 Restrictions Applicable to DISC 3 (Gateway Norte Via Office Centre)**

- (a) Permitted Uses. Professional offices relating to the real estate and construction industry and supporting services thereof.

**5.5 Restrictions Applicable to DISC 4 (Gateway Norte Parkway of Trades)**

- (a) Permitted Uses. Offices, shops and yards of businesses supporting the construction industry including, but not limited to, plumbers, landscapers, general contractors, electricians, concrete companies, architects, contractor specialty groups, drywallers, plasterers, roofers, and Builder Support businesses.
- (b) Fencing and Storage. In addition to all requirements of Section 4.4, fencing shall not exceed eight (11) feet in height and must be of masonry

construction. Any face of a fence wall facing a Primary Roadway must have a sand finish painted stucco coating. Its gate must be of a solid visual nature such as a wrought iron gate with composite slats, preventing the viewing of materials stored within the Site's yard. Lots D1, D2, D3 and D4 shall at no time have any equipment or materials visible above their fence lines unless approved in writing by Manager. Lots D5, D6, D7, D8, D9, D10, and D11 must store any materials or equipment in their building or fenced yard areas. Stored materials or equipment must not exceed 2 feet in height beyond the height of the Owner's fence line unless Owner has written permission by Manager to do so.

## **5.6 Restrictions Applicable to DISC 5 (Gateway Norte Builders Park)**

- (a) Permitted Uses. Builder Showrooms & Building Product Manufacturing. Which includes general supporting businesses for the building profession including, but not limited to, retailers, wholesalers and/or manufacturers of products for the construction of homes or offices, and related services or food services approved in writing by the Manager. Any Site within DISC 5 manufacturing products for homes or offices must have a showroom for general public sales of at least 225 square feet. All Sites must be points of contact for the general public even if it means pricing structures to jobbers, trades people and/or general public. Sites within DISC 5 must be inviting to those in the building profession and for those wanting to build.
- (b) Fencing and Storage. In addition to all requirements of Section 4.4, fencing shall not exceed eight (8) feet in height and must be of masonry construction. Any face of a fence wall facing a Primary Roadway must have a sand finish painted stucco coating. Its gate must be of a solid visual nature such as a wrought iron gate with composite slats, preventing the viewing of materials stored with the Site's yard. Lots shall at no time have any equipment or materials visible above their fence lines unless approved in writing by Manager.

## **ARTICLE 6**

### **EASEMENTS**

#### **6.1 Access Easements (AE).**

The Declarant hereby grants to each Owner and Permittee a perpetual, non-exclusive access easement (AE) over, across and upon the Primary Roadway for ingress to and egress from the Sites and the public streets adjoining the Property. The Declarant further establishes and grants to each Owner and Permittee a perpetual, non-exclusive easement for pedestrian traffic over, upon and across the sidewalks that may be constructed adjacent to the Primary Roadway.

## **6.2 Cross Access Easements (CAE).**

The Declarant hereby grants to certain Owners and their Permittees in DISCS 1 & 5 whose Lot has a Cross Access Easement (CAE) shown on it in the attached Exhibit B of this document, a perpetual, non-exclusive easement over, across, and upon the adjacent Site or Sites that share this Cross Access Easement. Such easement shall be for the unobstructed flow of traffic within the easement from one Site to the next Site, to the next Site and so forth, sharing this type of easement. Each CAE has been numbered so individual CAE's can be abandoned separately should all lots on which the numbered easement touches decide to collectively, as a group, abandon and extinguish their shared CAE. Such an abandonment and extinguishment must be done by the recording of an agreement to do such by all of the sharing Owners of the CAE. CAE #7, CAE #9, and CAE #11 must also obtain the Manager's approval in order to abandon and extinguish their CAE. Manager reserves the right to disapprove the abandonment and extinguishment collectively or individually of CAE #7, CAE #9 and/or CAE #11.

## **6.3 Restricted Access Easements (RAE).**

The Declarant hereby grants to certain Owners and their Permittees whose Lot has a restricted access easement (RAE) shown on it, a perpetual, non-exclusive easement over, across and upon the adjacent Site or Sites. Such easement shall be for the unobstructed flow of delivery vehicles within the easement from one Site to the next Site, to the next Site and so forth, sharing this type of easement. Each RAE has been numbered so individual RAE's can be abandoned separately should all lots on which the numbered easement touches decide to collectively, as a group, abandon and extinguish their shared RAE. Such an abandonment and extinguishment must be done by the recording of an agreement to do such by all of the sharing Owners of the RAE sharing the RAE.

## **6.4 Utility Easements.**

A non-exclusive, perpetual blanket easement is hereby granted over and through the Common Area and any public utility easements shown on the Plat for the purpose of: (a) installing, constructing, operating, maintaining, repairing or replacing equipment used to provide any portion of the Property any utilities, including, without limitation, water, sewer, drainage, gas, electricity, telephone and television service, whether public or private; and (b) ingress and egress to install, construct, operate, maintain, repair and replace such equipment. Such easement is hereby granted to any Person providing such utilities or installing, constructing, maintaining, repairing or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by Manager. All utility lines and pipes must be installed underground except for temporary utility lines approved by Manager and used for the construction of Improvements on Sites. Any Person providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter utilities promptly and as expeditiously as possible, and shall restore the

surface of the land and the surrounding vegetation and Improvements to their original condition (to the extent practical) as soon as possible following completion of the work.

**6.5 Easement for Maintenance and Enforcement.**

The Manager, and any other persons authorized by Manager, are hereby granted the right of access over and through any portion of the Property (excluding the interior of any building which is not open to the public), for the exercise and discharge of the Manager's powers and responsibilities and rights under this Declaration including, without limitation, the construction and installation of Improvements on the Common Area, the maintenance, repair and replacement of the Common Area and the inspection of Sites for the purpose of determining compliance with this Declaration.

**6.6 Sign Easements.**

Manager Signage Easement means: (a) each portion of the Project identified on Exhibit C, attached hereto, as being subject to a Manager Signage Easement; and (b) any other portion of the Project or any portion of any real property annexed by the Declarant. The Manager is hereby granted a perpetual non-exclusive easement over, upon and across the Manager Signage Easement (M.S.E.) Areas for the installation, maintenance, repair and replacement of such identification, marketing, directional or other signs and related improvements (such as, but not limited to, landscaping and lighting) as the Manager may deem necessary or appropriate and for access to an from such signs and related improvements. The Manager shall have an exclusive easement over the portions of the Manager Signage Easement Areas on which identification; marketing, directional or other signs and related improvements are actually constructed.

**6.7 Avigation Easement.**

The property is within one (1) mile of Williams Gateway Airport, and subject to Recorded avigation (spelling is correct) easement and release for Williams Gateway Airport. Additional airport information may be obtained by contacting the Williams Gateway Airport administration office.

**ARTICLE 7**

**MAINTENANCE**

**7.1 City of Mesa.**

The City of Mesa is not responsible for and will not accept maintenance of any drainage facilities or landscaped areas within the Park.

## **7.2 Common Area Maintenance.**

The Manager shall be responsible for the management and maintenance of the Common Areas, and all Improvements thereon, except for any part of the Common Areas, which any governmental entity is maintaining or is obligated to maintain. The Manager shall be the sole judge as to the appropriate maintenance of all Common Areas, but all Common Areas, and the Improvements located thereon, shall be maintained in good condition and repair at all times. No Owner or other Person shall construct or install any Improvements on the Common Areas or alter, modify or remove any Improvements situated on the Common Areas without the written approval of the Manager. No Owner or other Person shall obstruct or interfere with the Manager in the performance of the Manager's management or maintenance of the Common Areas and the Improvements located thereon. In the event that the need for maintenance, repair or replacement of the Common Area is caused through the willful or negligent act of any Owner or such Owner's Permittees, the cost of such maintenance, repair or replacement shall be paid by such Owner to the Manager upon demand and payment of such amounts shall be secured by the Assessment Lien.

## **7.3 Sites.**

Each Owner of a Site shall be responsible for the Maintenance of the Site, and all buildings, landscaping or other Improvements situated thereon, except for any portion of the Site, or any Improvement situated thereon, which is a Common Area. All buildings, landscaping and other Improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Manager. All Sites upon which no buildings or other structures, landscaping or Improvements have been constructed shall be maintained in a weed free and attractive manner. Owners shall take all steps necessary to comply with the dust control requirements of the City and the Manager.

## **7.4 Improper Maintenance and Use of Sites.**

In the event any portion of any Site is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Sites or other areas of the Property which are substantially affected thereby or related thereto, or in the event any portion of a Site is being used in a manner which violates this Declaration, or in the event the Owner of any Site is failing to perform any of its obligations under this Declaration, the Manager may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Manager may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen-day period of time the requisite corrective action has not been taken, the Manager shall be authorized and empowered to cause



such action to be taken and the cost thereof shall be paid by such Owner to the Manager upon demand and payment of such amounts shall be secured by the Assessment Lien.

### **7.5 Party Walls.**

Each wall which is constructed next to or directly astride the boundary line between adjoining Sites and constructed to support or separate structures built on each of the adjoining Sites shall constitute a party wall and, to the extent not inconsistent with this Section, the general rules of law regarding party walls shall apply.

If the party wall serves as a firewall between two Owners, the wall shall be constructed and maintained as so to be in compliance at all times with local construction, building and safety codes.

The Owners of contiguous Sites who share a party wall shall both equally have the right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Except as otherwise provided in this Section, the Owners of contiguous Sites who share a party wall shall each pay one-half (½) of the cost of any maintenance, repair or replacement of the party wall. Either of such Owners may perform any necessary repair, maintenance or replacement of the party wall and in such event, such Owner shall be entitled to reimbursement from the other Owner for one-half (½) of the cost.

In the event that any party wall is damaged or destroyed through the negligence or willful act of any Owner, their agents, tenants, licensees, guests or family, it shall be the obligation of such Owner to rebuild and repair the party wall without cost to the other Owner or Owners who share the party wall.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title. In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a party wall shall first obtain the written consent of the adjoining Owners, which shall not be reasonably withheld.

In the event any party wall encroaches upon a Site, a valid easement for such encroachment and for the maintenance of the party wall shall and does exist in favor of the Owners of the Sites, which share such party wall.

Provided the construction of a party wall is permitted under the City zoning ordinances and provided the construction has been approved by the Manager as required by this Declaration, the Owner of a Site shall have a permanent, non-exclusive easement over the adjoining Site for the purpose of constructing and maintaining the party wall.

**7.6 Maintenance of Walls other than Party Walls.**

Walls (other than party walls) and their gates located on a Site shall be maintained, repaired and replaced by the Owner of the Site. Any wall that is placed on the boundary line between a Site and Common Area shall be maintained, repaired and replaced by the Owner of the Site, except that the Manager shall be responsible for the repair and maintenance of the side of the wall that faces the Common Area and that expense will be assessed to the Owner thereof. Any damage to such walls caused by the Owner or its visitors shall be repaired at the expense of the Owner. In the event any such wall encroaches upon the Common Area or a Site, an easement for such encroachment shall exist in favor of the Manager or the Owner of the Site, as the case may be. Any wall that is placed on the boundary line between a Site and public right-of-way shall be maintained, repaired and replaced by the Manager, except that the Owner of the Site shall be responsible for the costs of repair and replacement of the surface of the wall that faces the Site.

**7.7 Common Area Insurance.**

As part of the operation of the Common Area, Manager shall obtain and maintain general public liability insurance for the Common Area against all claims for personal injury, death or property damage occurring in, upon or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the State of Arizona. The limits of liability of all such insurance shall be at least One Million Dollars (\$1,000,000.00) combined single limit, and may be increased by the Manager in its discretion from time to time. Manager shall have the right to obtain casualty insurance for any insurable Improvements situated on the Common Area with such coverages and under such terms and conditions, as the Manager deems appropriate.

**7.8 Rules and Regulations.**

The Manager may promulgate reasonable rules and regulations of general application for the supervision, control and use of the Common Area.

**7.9 Agents.**

In performing the duties of the Manager under this Declaration, the Manager may utilize such agents and independent contractors (including management companies) as the Declarant may designate.

**7.10 Construction of Restricted Access Areas.**

No building or other structure shall be constructed on any of Lots N1 through N5 until a street has been constructed on the portions of Lots N1 through N5 designated on the Plat as

“R.A.E. #1” in accordance with plans approved by the City and by the Manager pursuant to Article 3. The Owner who constructs the street over R.A.E. #1 (the “Constructing Owner”) shall be entitled to reimbursement from each of the other Owners of Lots N1 through N5 (each an “Owing Owner”) for the Owing Owner’s proportionate share of the actual cost incurred by the Constructing Owner in the construction of the street over R.A.E. #1. Each Owing Owner’s proportionate share of such construction costs shall be the product of the actual cost of the construction multiplied by the percentage obtained by dividing the total square footage of the Owing Owner’s Lot by the total square footage of Lots N1 through N5. Each Owing Owner shall pay its proportionate share of the cost of construction of the street to the Constructing Owner when a building permit is issued by the City for the construction of the first building on the Owing Owner’s Lot. The reimbursement obligation of an Owing Owner under this Section shall run with the land and be binding upon the Owing Owner’s successors in title.

## ARTICLE 8

### COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

#### **8.1 Creation of Lien and Personal Obligation of Assessments.**

Each Owner, other than the Declarant, by becoming the Owner of a Site, is deemed to covenant and agree, to pay Assessments to the Manager and, in the case of the assessments referred to in Section 8.2, City of Mesa Assessments, to the City of Mesa, in accordance with this Declaration. Assessments shall mean any assessment, due or fee established by this Declaration. All Assessments shall be established and collected or paid as provided in this Declaration. The Assessments, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Manager in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, shall be a charge on the Site and shall be a continuing lien upon the Site against which each such Assessment is made. No Regular Assessment or District Assessment shall be levied against any Site owned by the Declarant.

Each Assessment, together with interest and all costs, including but not limited to reasonable attorneys' fees, incurred by the Manager in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, shall also be the personal obligation of the Person who was the Owner of the Site at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

No Owner shall be exempt from liability for Assessments because of such Owner’s non-use of the Common Area, abandonment of such Owner’s Site or other circumstance. The obligation to pay Assessments is a separate and independent obligation on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Manager to take some action or perform some function required of it.

## **8.2 City of Mesa Assessments.**

Each Owner shall be responsible for City assessments and buy-ins for City water and sewer lines as shown on the Gateway Norte Final Plat.

## **8.3 Regular Assessments.**

At least thirty (30) days prior to the commencement of each Assessment Period, the Manager shall prepare and adopt a budget of the estimated Common Expenses for the next Assessment Period, including any contribution to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover such Common Expenses, which may include any surplus to be applied from prior years, any income expected from sources other than Assessments are the amount to be generated through Assessments against the Sites. Based on the budget adopted by the Manager, the Manager shall assess against each Assessable Site a Regular Assessment, which shall be a weighting of costs based on arterial versus interior for landscape, roadways, signage, and general common areas. Manager shall have the discretion to distribute by an Assessable Site's size, linear frontage, visual advantages, or a combination thereof, what share each Site must pay for Common Expenses. Such sites as the Storage District sites have a very small ratio, if not zero, amount of landscape and Common Area to their square footage of land size. The Storage District sites also have the burden of housing within their boundaries certain tracts that provide storm retention for the common good of the entire Park. Therefore, Manager may choose to exclude or weight the Common Expenses for this district. Internally located sites that are relatively small in size but have large amounts linear frontage such as the "S" lots will also be weighted as so in the Manager's opinion to not be unduly assessed. The Manager's determination of the number of gross square footage, linear frontages, visual advantages, or weighting factors within an Assessable Site is binding on all Owners.

The Manager shall give notice of the Regular Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Regular Assessment established by the Manager nor relieve any Owner from its obligation to pay the Regular Assessment. If the Manager fails to adopt a budget for any Assessment Period, then until and unless such budget is adopted and a Regular Assessment is levied by the Manager for such Assessment Period, the amount of the Regular Assessment for the immediately preceding Assessment Period shall remain in effect.

If the Manager determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessment by Members, the Manager may amend the budget and increase the Regular Assessment for that Assessment Period and the revised Regular Assessment shall commence on the date designated by the Manager.

#### **8.4 District Assessments.**

The portion of Lots N1 through N5 designated on the Plat as "R.A.E. #1" shall be District Common Area for the sole benefit of the Owners and Lessees of Lots N1 through N5. The Owners, Lessees and Permittees of Lots N1 through N5 are hereby granted a perpetual, non-exclusive easement for vehicular and pedestrian access over, upon and across R.A.E. #1. Lots N1 through N5 shall be the District Assessment Area for "R.A.E. #1."

The portion of Lots M1 through M4 designated on the Plat as "R.A.E. #2" shall be District Common Area for the sole benefit of the Owners and Lessees of Lots M1 through M4. The Owners, Lessees and Permittees of Lots M1 through M4 hereby granted a perpetual, non-exclusive easement for vehicular and pedestrian access over, upon and across R.A.E. #2. Lots M1 through M4 shall be the District Assessment Area for R.A.E. #2.

Unless provided for otherwise, with the exception of Tract B, the Tracts and Regional Drainage Basins will be landscaped and serve as storm water retention areas. These tracts and regional drainage basins will accept overflow of storm water from Lots B3, D1 through D11, N1 through N5, O, P1, P2, R1, R2 and S1 through S4. With the exception of Tract B, the Tracts and the Regional Drainage Basins shall be District Common Areas for the primary benefit of Lots B3, D1 through D11, N1 through N5, O, P1, P2, R1, R2 and S1 through S4 and shall be the District Assessment Area for the Tracts and the Regional Drainage Basins.

A Monument sign and landscaping will be constructed and installed on Tract B. Tract B shall be District Common Area for the sole benefit of the Lots in DISC 4. The Lots in DISC 4 shall be the District Assessment Area for Tract B.

All Common Expenses pertaining to the maintenance, repair and replacement of District Common Areas or to the providing of District Services shall be shown separately in the budget adopted by the Manager. The Common Expenses pertaining to the maintenance, repair and replacement of District Common Area or to the providing of District Services shall be assessed solely against the Sites within the District Assessment Area for the particular District Common Area or District Services. By way of illustration, but not of limitation, the Sites within Lots N1 through N5 shall be assessed a District Assessment for the Common Expenses pertaining to the maintenance, repair and replacement of the portion of Lots N1 through N5 designated on the Plat as "R.A.E. #1". No Common Expenses pertaining to the maintenance, repair or replacement of District Common Area or pertaining to providing District Services shall be used in computing the Regular Assessments to be levied pursuant to Section 8.2. Manager may prorate assessments based upon the same methods used for Regular Assessments or by the percentage obtained by dividing the gross square footage of the Site by the gross square footage of all Sites within the District Assessment Area. If the Manager determines during any Assessment Period that any District Assessment is, or will, become inadequate to pay all Common Expenses to be paid by the District Assessment for any reason, including, without limitation, nonpayment of District Assessments by owners, the manager may increase the District Assessment for that Assessment Period and the revised District Assessment shall commence on the date designated by the Manager.

Notwithstanding any other provision of this Section to the contrary, any District Expenses which are caused by the willful act or negligence of the Owner of a Site or the Owner's Permittees shall be billed to and paid solely by the Owner of the such Site, and any such amount shall be due and payable to Manager within fifteen (15) days after demand for payment is made by the Manager.

**8.5 Assessment Period.**

The period for which the Regular Assessment is to be levied shall be the calendar year, except that the first Assessment Period shall commence upon the conveyance of the first Site by the Declaration and terminate on December 31 of such year. The Manager in its sole discretion from time to time may change the Assessment Period.

**8.6 Rules Regarding Billing and Collection Procedures.**

Regular Assessments and District Assessments shall be collected on a monthly basis or such other basis as may be selected by the Manager. The Manager shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration. The failure of the Manager to send a bill to an Owner shall not relieve any Owner of such Owner's liability for any Assessment or charge under this Declaration, but the Assessment Lien therefore shall not be foreclosed until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Manager shall be under no duty to refund any payments received by it even though the ownership of a Site changes during an Assessment Period but successor Owners of Sites shall be given credit for prepayments, on a prorated basis, made by prior Owners.

**8.7 Effect of Nonpayment of Assessments; Remedies of the Manager.**

Any Assessment, or any installment of an Assessment, not paid within fifteen (15) days after the Assessment, or the installment of the Assessment, first became due shall bear interest from the due date at the rate of interest set from time to time by the Manager. In addition, the Manager may establish a late fee to be charged to any Owner who has not paid any Assessment, or any installment of an Assessment, within fifteen (15) days after such payment was due.

The Manager shall have a lien on each Site for: (a) all Assessments levied against the Site; (b) all interest, lien fees, late charges and other fees and charges assessed against the Site or payable by the Owner of the Site; (c) all attorney fees, court costs, title report fees, costs and fees charged by any collection agency either to the Manager or to an Owner and any other fees or costs incurred by the Manager in attempting to collect Assessments or other amounts due to the Manager by the Owner of a Site whether or not suit is filed by the Manager; and (d) any other amounts payable to the Manager by this Declaration.

The Recording of this Declaration constitutes record notice and perfection of the Assessment Lien. The Manager may, at its option, record a Notice of Lien setting forth the name of the delinquent Owner as shown in the records of the Manager, the legal description or street address of the Lot against which the Notice of Lien is recorded and the amount claimed to be past due as of the date of the Recording of the Notice, including interest, lien recording fees and reasonable attorneys' fees. Before recording any Notice of Lien against a Site, the Manager shall make a written demand to the defaulting Owner for payment of the delinquent Assessments, together with interest, late charges and reasonable attorneys' fees, if any, and all other amounts secured by the Assessment Lien. Each default shall constitute a separate basis for a demand, but any number of defaults may be included within the single demand. If the amounts specified in the demand are not paid within ten (10) days after delivery of the demand, the Manager may proceed with recording a Notice of Lien against the Site. If the Manager records a Notice of Lien, the Manager may charge the Owner of the Lot against which the Notice of Lien is Recorded a lien fee in an amount established from time to time by the Manager.

The Assessment Lien shall have priority over all liens or claims except for: (a) tax liens for real property taxes; and (b) assessments in favor of any municipal or other governmental body. Any Assessments and charges against the Site that accrue prior to sale or transfer of Site shall remain the obligation of the defaulting Owner of the Site until paid.

The Manager shall not be obligated to release the Assessment Lien until all delinquent Assessments, interest, lien fees, fines, reasonable attorneys' fees, court costs, collection costs and all other sums payable to the Manager by the Owner of the Site have been paid in full.

The Manager shall have the right, at its option, to enforce collection of any delinquent Assessments together with interest, lien fees, reasonable attorneys' fees and any other sums due to the Manager in any manner allowed by law including, but not limited to: (a) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments and such action may be brought without waiving the Assessment Lien; or (b) bringing an action to foreclose the Assessment Lien against the Site in the manner provided by law for the foreclosure of a realty mortgage.

#### **8.8 Surplus Funds.**

The Manager shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Manager shall not be obligated to reduce the amount of the Regular Assessment in the succeeding year if a surplus exists from a prior year, and the Manager may carry forward from year to year such surplus as the Manager in its discretion may determine to be desirable for the greater financial security of the Manager and the accomplishment of its purposes.

**ARTICLE 9**

**PROMOTION AND ADVERTISING**

**9.1 Marketing Arrangements.**

Manager may establish a promotion and advertising program for the Park Owners. This program will be referred to as the Gateway Norte Marketing Arrangements or GNMA "Grandma". This arrangement and assessments for this arrangement will not occur before there is a minimum of 8 (eight) individual owners, not counting the Declarant. This program shall be for the benefit of the assessed Owners and/or their tenants. The program's objective is to promote and elevate those Owners' commerce and/or the commerce of their tenants through collective marketing.

Should Manager establish a promotion and advertising program Owners shall pay to Manager every 6 months the following dues. Dues are owed and payable 6 months prior to promotional or advertising arrangements made for an Owner, individually or collectively. Once paid, the funds are not refundable. Should Ownership change, paid dues are not pro-ratable to new Owner.

Rates based on year-end 2003

SEMI-ANNUAL DUES PER OWNER

	<b>DISC 1</b>	<b>DISC 2</b>	<b>DISC 3</b>	<b>DISC 4</b>	<b>DISC 5</b>
Park website spot <sup>(1)</sup>	\$30	\$30	\$30	\$30	\$30
Advertisement <sup>(2)</sup>	7¢			3.5¢-7¢	7¢
In-Park promotional events <sup>(3)</sup>	2¢			2¢	2¢

<sup>(1)</sup> Per page (1 page minimum per Owner.) Cost to create Owner's spot, or to facilitate changes, will be at cost.

<sup>(2)</sup> Per square foot of the building(s) located on Lot rounded down to nearest 100 for the first 15,000 square feet;

In DISC 4 Builder Trades or Builder Support Owners will be at lower rate. Builder Service Owners will be at the higher rate shown;

Food vendors are not required to pay unless they want to participate.

<sup>(3)</sup> Per square foot of the building(s) located on Lot rounded down to nearest 100

The foregoing dues shall be adjusted annually by a percentage equal to the percentage increase or decrease in the CPI (Consumer Price Index) or an appropriate regional Index of advertising rates from year to year such as the Arizona Republic Newspaper column inch charge for main news section display ads.



## **9.2 Merchants Association.**

Once 75% or more of the Owners and/or the Declarant, vote(s) to create a Merchants Association, to be known as GNMAMA "Grandmama", the original Gateway Norte Marketing Arrangements shall cease and any unused funds shall be granted to the new Gateway Norte Marketing Arrangements & Merchants Association or "Grandmama".

## **9.3 Website.**

Manager reserves the exclusive right to establish a webpage or website for the Park. Should Manager establish a webpage or website for the Park, all Owners at their sole costs and expenses, shall provide to Manager such information and materials as Manager may reasonably request in order to establish a link from the Park webpage or website to Owner's webpage or website or to promote an Owner in general in the Park's webpage or website. Manager and Owners acknowledge and agree that any website or webpage developed for the Park shall be the sole property of the Manager, or if granted by Manager, the sole property of GNMAMA. The declared owner herein of this webpage or website reserves the right, in its sole discretion, to add or delete links, to accept, edit or reject content and to accept, edit or reject any advertising copy. Manager's cost of creating, editing, and maintaining of the webpage or website shall be considered a Park advertising expense and reimbursable from the GNMA funds or if applicable, the GNMAMA funds.

## **9.4 Annual & Semi-Annual Marketing Events.**

Manager may elect to sponsor annual or semi-annual marketing events for the Park to benefit some or all of the Owners in the Park. Manager's advertisement and promotion of these events are reimbursable from the GNMA funds or if applicable, the GNMAMA funds. When requested by Manager, those showroom or manufacturing Owners in the Park will cooperate to display Manager-approved participation banners or assigned theme items leading up to and during the Park's promotional events. When requested by Manager, for specific days during an annual or semi-annual event, showroom or manufacturing Owners will display at least a 5' x 10' area outside and in front of their building of their specialties in a Sidewalk Sale display during its normal business hours. Trades and non-builder service Owners are not required to participate.

## **9.5 Park Name.**

If in good standing with Manager, Owners may use the Park name and logo in their advertising, but shall not state any endorsement by the Park, authorization by the Park, or infer that the Park itself is making any kind of guarantee or offer to the public. Owners may use the Park name and logo for identification of location purposes. Any other use of Park name or logo must have written permission of the Manager. Manager reserves the right to change the name and/or logo of the Park at any time. The Park's logo and name are the exclusive property of the Manager.

## ARTICLE 10

### GENERAL PROVISIONS

#### **10.1 Enforcement.**

The Manager or any Owner shall have the right to enforce this Declaration in any manner provided for in the Declaration or by law or in equity, including, but not limited, to, an action to obtain an injunction to compel removal of any Improvements constructed in violation of this Declaration or to otherwise compel compliance with this Declaration. The failure of the Manager or an Owner to take enforcement action with respect to a violation of this Declaration shall not constitute or be deemed a waiver of the right of the Manager or any Owner to enforce this Declaration in the future. If any lawsuit is filed by the Manager or any Owner to enforce the provisions of this Declaration or which in any other manner arises out of this Declaration or the operations of the Manager, the prevailing party in such action shall be entitled to recover from the other party all attorney fees incurred by the prevailing party in the action.

#### **10.2 Duration; Termination.**

The covenants, conditions, restrictions and easements contained in this Declaration, as amended as provided in Section 7.3, shall run with the land and bind the Property and be in full force and effect in perpetuity unless terminated pursuant to this Section. This Declaration may be terminated at any time by the Recording of a Certificate of Termination signed by the Manager and the Owners of all of the Sites and the Owner of Tracts A, B, C, D and E.

#### **10.3 Amendments.**

In addition to amendments made by the Manager pursuant to Section 5.1, this Declaration may be amended at any time by the Recording of a Certificate of Amendment. The Certificate of Amendment must be signed by the Manager certifying that 1) the Manager along with more than 50% of the responding Owners approved the amendment; and 2) that the responding Owners collectively owned more than fifty percent (50%) of the square footage of all the Sites. Manager may also sign and Record a Certificate of Amendment of a DISC that would amend the DISC's provisions so long as the amendment only affected that DISC, and no others. The Certificate of Amendment of a DISC must be signed by the Manager certifying that 1) the Manager, along with more than 50% of the responding DISC Owners, approved the amendment; and 2) that the responding Owners collectively owned more than fifty percent (50%) of the square footage of all the Sites in that solely affected DISC. In order for a vote to occur, all Owners affected by the vote must be contacted, as provided for in Section 10.9 Notices, regarding the proposed vote. In order for an Owner's vote to be counted, the vote must be returned to the Manager within twenty (20) days from the vote mail out. The Manager may amend this Declaration without the consent of any other Owner for the purposes of correcting technical or clerical errors. Unless a later effective date is provided in the amendment, any amendment shall be effective upon the Recording of the amendment.

**10.4 No Dedication to Public.**

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever.

**10.5 Survival.**

If any clause, sentence, or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

**10.6 No Merger.**

The ownership of the entire Property by the same party shall not effect a termination of this Declaration.

**10.7 No Third Party Beneficiary.**

Except as herein specifically provided, no rights, privileges or immunities set forth herein shall inure to the benefit of any customer, employee, guest, licensee or invitee of any Owner, tenant or occupant of any portion of the Property, nor shall any customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third party beneficiary of any of the provisions contained herein.

**10.8 Captions.**

The captions heading the various Articles of this Declaration are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections. Unless otherwise specified, all references in this Declaration to Articles or Sections are to Articles or Sections of this Declaration.

**10.9 Notices.**

Any notice to be given to an Owner under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee at the address furnished by such addressee for the purpose of notice and placed in the first class United States mail, postage prepaid. Notice to Owners shall also be deemed to have been properly delivered when personally delivered or delivered to a courier service for personal delivery to the addressee. If an Owner furnished no address to the Manager for the purpose of notice, the notice to an Owner may be given to the Owner at the street address of such Owner's Site. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

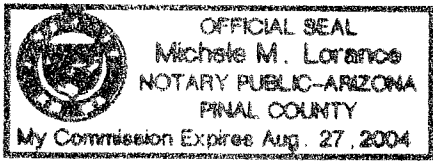
**DECLARANT:**

**NORTHGATE, L.L.C.**, an Arizona Limited Liability Company

By: *Trudy Licano*  
Its Managing Member

STATE OF ARIZONA )  
County of Maricopa )<sup>ss</sup>

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of JULY, 2003, by Trudy Licano of NorthGate, LLC, its Managing Member.



*Michèle M. Loranos*  
Notary Public

# Exhibit A

Gateway Norte CC&Rs

Gateway Norte  
NE Corner of Power & Warner Rd  
Retention Area Summary Table  
Date:4-15-03

Lot Designation	Lot Area (Acres)	R.O.W. Area*** (Acres)	Volume Required per City (cu.ft.)	Volume Required on Lot Site (cu.ft.)	Percentage of Volume on Site
A	1.0902	0.061	9,780	0	0%
B1	5.9432	0.517	54,883	0	0%
B2	1.7428	0.517	19,198	0	0%
B3	2.8326	0.517	28,457	0	0%
C	3.4359	0.546	33,828	0	0%
D1	0.5342	0.000	4,538	0	0%
D2	1.0565	0.000	8,976	0	0%
D3	0.5342	0.000	4,538	0	0%
D4	0.5342	0.000	4,538	0	0%
D5	0.5342	0.000	4,538	0	0%
D6	0.5342	0.000	4,538	0	0%
D7	0.5334	0.000	4,532	0	0%
D8	0.5342	0.000	4,538	0	0%
D9	0.5258	0.000	4,467	0	0%
D10	0.5342	0.000	4,538	0	0%
D11	0.5166	0.000	4,389	0	0%
E	1.2655	0.508	15,067	0	0%
F	0.8564	0.049	7,692	0	0%
G1	1.4405	1.016	20,869	0	0%
G2	0.3535	0.027	3,233	0	0%
H	0.6714	0.065	6,256	6,256	100%
I	0.7148	0.068	6,650	6,650	100%
J	1.6326	0.586	18,848	18,848	100%
K	0.8227	0.541	11,585	11,585	100%
L	0.7978	0.057	7,262	7,262	100%
M1	1.9520	0.245	18,665	18,665	100%
M2	1.2313	0.000	10,461	10,461	100%
M3	1.2652	0.000	10,749	10,749	100%
M4	1.8217	0.000	15,476	15,476	100%
N1	1.1574	0.000	9,833	0	0%
N2	0.8983	0.000	7,632	0	0%
N3	0.8965	0.000	7,616	0	0%
N4	0.8665	0.000	7,361	0	0%
N5	1.0725	0.000	9,111	0	0%
O	1.0071	0.000	8,556	0	0%
P1	0.5349	0.000	4,544	0	0%
P2	0.6783	0.000	5,763	0	0%
Q1	0.5288	0.000	4,492	0	0%
Q2	0.4820	0.000	4,095	0	0%
Q3	0.5147	0.000	4,373	0	0%
Q4	0.5117	0.000	4,347	0	0%
R1	0.7179	0.000	6,099	0	0%
R2	0.9367	0.000	7,958	0	0%
S1	0.5384	0.000	4,574	0	0%
S2	0.3489	0.000	2,964	0	0%
S3	0.3393	0.000	2,883	0	0%
S4	0.5602	0.000	4,759	0	0%
T	0.0287	0.000	244	0	0%
Tract A*	0.4813	0.486	8,218	8,218	N/A
Tract B	0.4743	0.000	4,029	4,029	N/A
Tract C	0.5226	0.000	4,440	4,440	N/A
Tract D	0.0147	0.000	125	0	N/A
Tract E	0.9924	0.000	8,431	8,431	N/A

\* Future ROW is from Warner Road street.

Volume Required:  
(per City of Mesa Procedural Manual)

$$V(\text{req}) = D \times C \times A$$

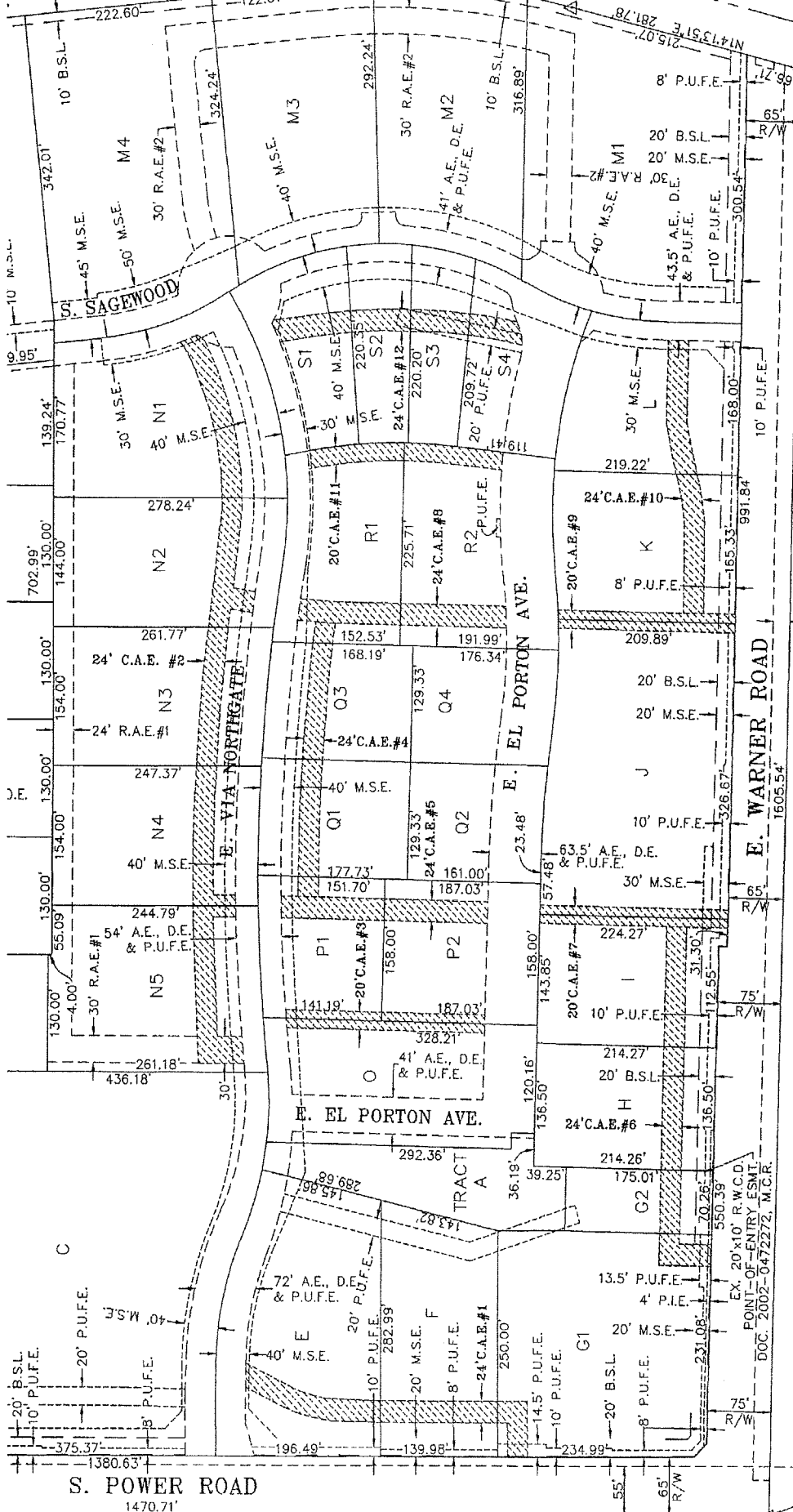
where,

$$D = 2.60''$$

$$C = 0.90$$

$$A = \text{Area}$$

CONSERVATION DISTRICT CANAL

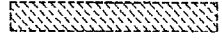


**EXHIBIT B**  
Gateway Norte CC&R's

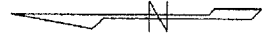
Gateway Norte  
by  
NorthGate

MAY 2002

CROSS ACCESS EASEMENTS  
(C.A.E.) ARE SHOWN  
HEREIN AS:



RANGING IN SIZES  
FROM → ← 20'  
TO → ← 30'



REF: BOOK K43  
OF MAPS,  
PAGE 8.

SW COR. SEC. 18  
T.1S. R.7E.  
FD. M.C.H.D. BRASS  
CAP IN HANDHOLE

EX. 20' I.E.  
DKT. 6339, PG. 522, M.C.R.

EX. 20'x10' R.W.C.D.  
POINT-OF-ENTRY ESMT  
DOC. 2002-0472272, M.C.R.

# EXHIBIT C

## Gateway Norte CC&R's

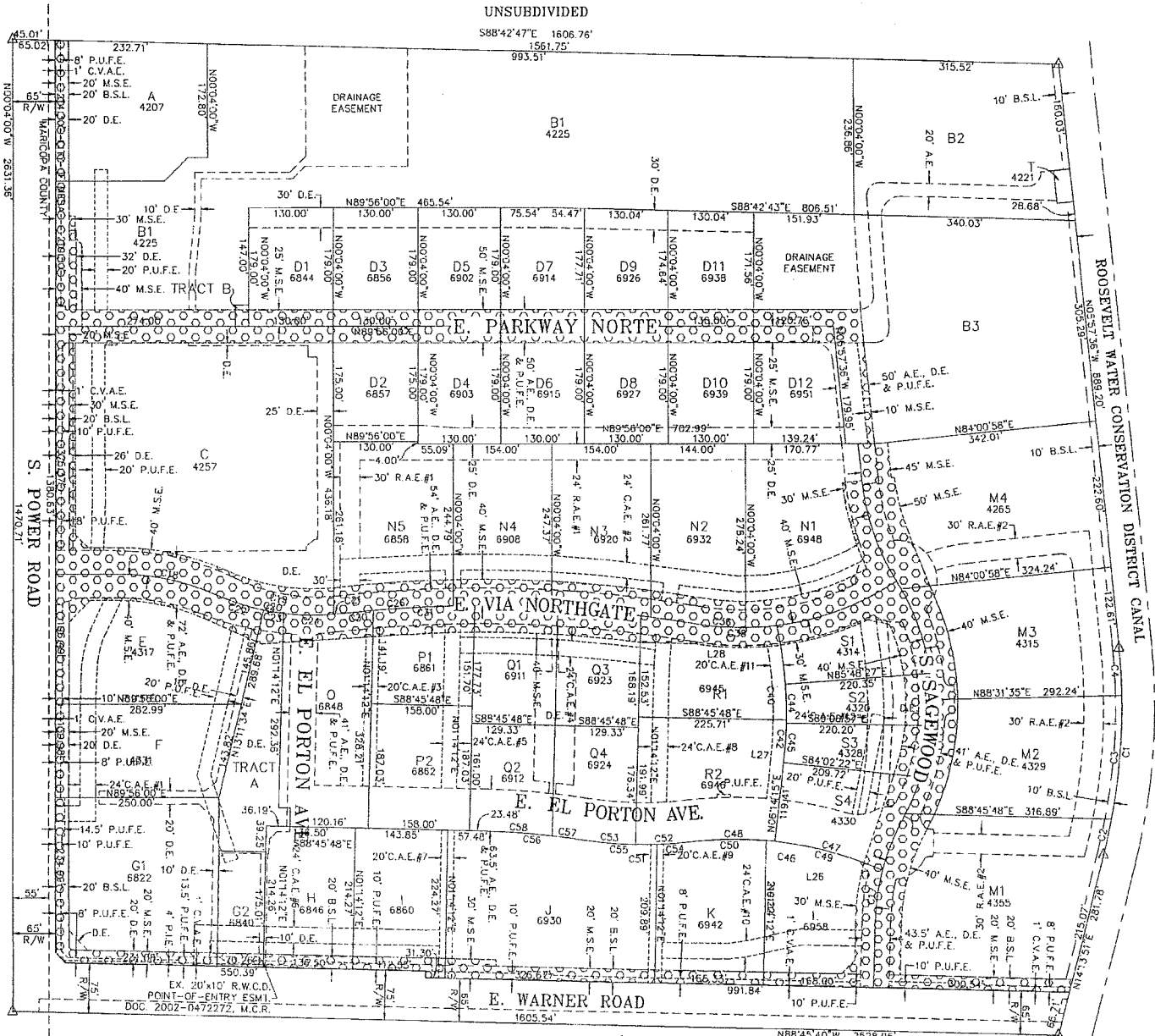
MANAGEMENT SIGN EASEMENTS  
(M.S.E.) ARE SHOWN  
HEREIN AS:



Gateway Norte  
by  
NorthGate

RANGING IN SIZES  
FROM → ← 10'  
TO → ← 50'

JANUARY 2003



REF: BOOK 693 OF MAPS, PAGE 8.