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WHEN RECORDED, PLEASE RETURN TO:  
Suzann Snitko  
DEL WEBB'S COVENTRY HOMES, INC.  
6001 North 24th Street  
Phoenix, Arizona 85016

*[This document was recorded with Yavapai County 9/26/97]*

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE CLUB AT COTTONWOOD RANCH**

THIS DECLARATION is made on the date hereinafter set forth by DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO., an Arizona corporation ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner and developer of certain property in the County of Yavapai, State of Arizona, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

NOW THEREFORE, Declarant hereby declares that all of the property described on **Exhibit "A"** shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and liens which shall run with the property and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the property or any part thereof, their heirs, successors or assigns.

**ARTICLE I  
DEFINITIONS**

Unless specifically defined herein, all of the terms set forth in this Declaration shall have the same meaning set forth in the Master Declaration.

**Section 1.** "Association" shall mean and refer to THE CLUB AT COTTONWOOD RANCH, CO., an Arizona non-profit corporation, its successors, and assigns.

**Section 2.** "Common Area(s)" shall mean that portion of the Property owned by the Association (including the Improvements), for the common use and enjoyment of Owners.

**Section 3.** "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions herein set forth in this entire document as same may from time to time be amended.

**Section 4.** "Excluded Lot(s)" shall mean the lots excluded from the Property as described on Exhibit "A."

**Section 5.** "Lot" shall mean and refer to any separate parcel of real property shown upon any recorded subdivision map of the Property, together with all Improvements constructed or to be constructed thereon and appurtenances thereto, with the exception of the Common Areas, excluding the Excluded Lots.

**Section 6.** "Master Association" shall mean COTTONWOOD RANCH COMMUNITY SERVICES, CO., an Arizona non-profit corporation, its successors and assigns.

**Section 7.** "Master Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Cottonwood Ranch dated April 9, 1996 and recorded April 12, 1996 as Instrument No. 9619838 (Book 3188 of Official Records, Page 738) and re-recorded on June 5, 1996 as Instrument No. 9631117 (Book 3218 of Official Records, Page 944), Official Records of Yavapai County, Arizona ("Master Declaration"), as amended from time to time.

**Section 8.** "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot(s), excluding the Excluded Lots. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. "Owner" shall not include a lessee or tenant of a Lot. "Owner" shall include Declarant Developer so long as each owns any Lot within the Property.

**Section 9.** "Property" or "Properties" shall mean and refer to that certain real, personal, or mixed property described on Exhibit "A" which is subject to this Declaration, and such additions hereto as may hereinafter be brought within the jurisdiction of the Association, by instrument recorded in the Office of the Recorder of Yavapai County, Arizona.

## ARTICLE II PROPERTY RIGHTS

**Section 1. Excluded Lots.** Owners of Excluded Lots shall have six (6) months from the date that Declarant obtains a building permit for construction of the recreation building to join the Association (the "Option Period"). Owners of Excluded Lots shall execute and deliver to the Association the Declaration of Acceptance attached hereto as Exhibit "B" within the Option Period to join the Association. In the event that an owner of an Excluded Lot fails to join the Association within the Option Period, the owner shall be barred from membership in the Association.

**Section 2. Resale Lots.** In the event of a sale of an Excluded Lot to a third party ("Subsequent Purchaser"), the Subsequent Purchaser shall have thirty (30) days from the date of the closing on

the Excluded Lot to join the Association ("Subsequent Option Period"). The Subsequent Purchaser of an Excluded Lot shall execute and deliver to the Association the Declaration of Acceptance attached hereto as **Exhibit "B"** within the Subsequent Option Period to join the Association. In the event that a Subsequent Purchaser of an Excluded Lot fails to join the Association within the Subsequent Option Period, the Subsequent Purchaser shall be barred from membership in the Association. The right for a Subsequent Purchaser to join the Association shall arise each time title to the Excluded Lot is conveyed to a Subsequent Purchaser.

**ARTICLE III  
MASTER ASSOCIATION**

**Section 1. Association Subject to Master Declaration.** The Association is part of a master planned community known as Del Webb's Cottonwood Ranch and is subject to the terms and conditions of the Master Declaration. Except as modified herein, all of the provisions of the Master Declaration are incorporated herein by this reference and shall govern the operation of the Association.

**Section 2. Additional Assessments.** All assessments and amounts due to the Association pursuant to this Declaration shall be in addition to any assessments or other amounts due to the Master Association pursuant to the Master Declaration and shall not be limited by the Maximum Annual Assessment specified in the Master Declaration.

IN WITNESS WHEREOF, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO., an Arizona corporation, as Declarant, has caused its corporate name to be signed by the undersigned officer thereunto duly authorized this 24th day of September, 1997.

DEL WEBB'S COVENTRY HOMES  
CONSTRUMON CO., an Arizona corporation

*signed by Scott J. Peterson*  
Its: Vice President

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 24<sup>th</sup> day of September, 1997, before me, the undersigned Notary Public, personally appeared Scott J. Peterson, who acknowledged himself to be the Vice President of Del Webb's Coventry Homes Construction Co., an Arizona corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by himself, as such Officer.

*signed by Susann K. Snitko*  
Notary Public

## **EXHIBIT "A"**

Lots 1 through 132, of COTTONWOOD RANCH, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book 32 of Maps and Plats, Page 8. EXCEPT THEREFROM all coal, oil, gas and mineral deposits as reserved in instrument recorded in Book 187 of Official Records, Page 331.

EXCLUDING: Lots 1-5, 11-20, 22, 27-37, 63-75, 78, 79, 82, 83, 86-124, and 126-132

Lots 133-141 and Lots 144-204, of COTTONWOOD RANCH, PHASE 11, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book 34 of Maps and Plats, Pages 20-28. EXCEPT THEREFROM all coal, oil gas and mineral deposits as reserved in instrument recorded in Book 187 of Official Records, Page 331.

EXCLUDING: Lots 141, 144,149,150,193-195, and 198

Lots 142, 143 and 205 through 240, of the REPLAT OF Lots 142, 143, 205-233, TRACTS 0 and P of COTTONWOOD RANCH PHASE II according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book 34 of Maps and Plats, Page 56-57. EXCEPT THEREFROM all coal, oil, gas and mineral deposits as reserved in instrument recorded in Book 187 of Official Records, Page 331.

EXCLUDING: Lots 142, 143, 238, and 240

Lots 241-366, of COTTONWOOD RANCH PHASE III, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book 35 of Maps and Plats, Page 3. EXCEPT THEREFROM all coal oil gas and mineral deposits as reserved in instrument recorded in Book 187 of Official Records, Page 331.

WHEN RECORDED, RETURN TO:

Del Webb's Coventry Homes, Inc.  
6001 North 24th Street  
Phoenix, AZ 85016  
Attn: Suzann Snitko

**EXHIBIT "B"**

**DECLARATION OF ACCEPTANCE**

WHEREAS, the real property hereinafter described is located in a master planned community known as Del Webb's Cottonwood Ranch which is governed by a homeowners association known as Cottonwood Ranch Community Services, Co., an Arizona non-profit corporation (the "Master Association"). With the exception of certain lots, the community is also governed by a second homeowners association known as The Club at Cottonwood Ranch, Co., an Arizona non-profit corporation, (the "Association);

WHEREAS, this Declaration of Acceptance is intended to provide that the Lot described below shall become a part of the properties presently enjoying membership in the Association;

NOW THEREFORE, \_\_\_\_\_, (the "Owner") being the Owner(s) of Lot \_\_\_\_\_, of Cottonwood Ranch Phase \_\_\_\_\_, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book \_\_\_\_\_ of Maps and Plats, Page \_\_\_\_\_, (the "Lot") and desiring to establish permanent membership and participation in the Association hereby declares that the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for the Club at Cottonwood Ranch dated September \_\_\_\_, 1997 and recorded September \_\_\_\_, 1997 as Instrument No. \_\_\_\_\_ (Book \_\_\_\_\_ of Official Records, Page \_\_\_\_\_), Official Records of Yavapai County, Arizona, shall be recorded on and attach to the Lot and constitute covenants running with the land for the benefit and protection of the Association, Owner and all subsequent grantees of the Lot. Upon recording of this Declaration of Acceptance, the Owner shall become a member of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of acceptance on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

**OWNER(S)**

**THE CLUB AT COTTONWOOD RANCH, CO.,  
an Arizona nonprofit corporation**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_