DEPARTMENT OF REAL ESTATE

100 North 15th Avenue, Suite 201
Phoenix, AZ, 85007
602.771.7700

KATIE HOBBS
GOVERNOR

SUSAN NICOLSON
COMMISSIONER

HOMEOWNERS ASSOCIATION (HOA) PETITION REQUEST FORM

Use this form to begin the HOA Dispute Process with the Department of Real Estate. This completed application must be accompanied by a copy of the condominium or planned community documents that are at issue in this matter.

Once complete, the application and additional documents should be submitted through our Message Center.

PETITIONER INFORMATION (Party Filing the Petition)		
Homeowner or Association Name: Gene Wilson		
☑ Homeowner	☐ Condominium/Community Association	☐ Planned Community Association
Address: 51421 W. Iver		
City: Aguila	State: AZ	ZIP: 85320
Phone: (928)240-1244	Email: fastbuggy123@gmail.com	

SUBJECT PROPERTY (If different than Petitioner address)		
Address: 000 W. William - street address not yet assigned; parcel number 506-06-086B		
City: Aguila	State: AZ	ZIP: 85320

PETITIONER'S ATTORNEY INFORMATION (if applicable)		
Attorney Name:	Law Firm:	
Address:		
City:	State:	ZIP:
Phone:	Email:	

RESPONDENT INFORMATION (Opposing Party)		
Homeowner or Association Name: Eagle Roost Management Inc.		
☐ Homeowner.	☐ Condominium/Community Association.	☑ Planned Community Association.
Address: P. O. Box 544 c/o Katherine C V Julianne Moore, Statutory Agent		
City: Aguila	State: AZ	ZIP: 85320
Phone: (307)329-9109	Email: president@eagleroost.org	

Questions regarding this communication can be sent to Mandy Neat, ADRE Deputy Commissioner, at 602-771-7724 or online through the ADRE Message Center

ISSUE(S)

Has a lawsuit been filed regarding this matter?	☐ Yes	■ No

Number of issue(s) claimed in this petition:

☐ One (1) - $500.00	☐ Two (2) - $1,000.00	■ Three (3) - $1,500.00	☐ Four (4) - $2,000.00

Alleged violation (check box and provide reference of the violation, this must be completed):

☐ Condominium Statutes (example. A.R.S. § 33-1243):	
■ Planned Community Statutes (example. A.R.S. § 33-1809(A)(1)):	ARS 10-3302(3)&(11), 10-3842(A), 33-1806(A), 33-1817(A)
■ Bylaws (Example: Article 4.1(a)):	Article Five #I; Article Eleven #III
■ CC&Rs (Example: Article 4, Sec. 4.1):	CCR's Amendment 3 #17, #18

Relief Requested - Other than ordering Respondent to reimburse the filing fee required by A.R.S § 32-2199.01, if the Petitioner prevails, Petitioner requests that the following relief be awarded by the Office of Administrative Hearings. Please select all that apply.

■ Order Respondent to abide by the Arizona statute specified in the complaint section.	■ Order Respondent to abide by the section(s) of the condominium/planned community document(s) specified.	■ Impose a civil penalty based on the violation specified. (Penalties, if granted, are awarded to the State, not the Petitioner).

Description. Use this space to provide a one (1) sentence statement of the violation(s) for each issue claimed. Include within the statement the specific rule or statute that is allegedly in violation, the factual basis for the violation you are alleging, and the date and time of the alleged violation(s).

The Eagle Roost Airpark Board of Directors (BOD), on behalf of the Eagle Roost Homeowner's Association, has failed to correct the discrepancy between the Special Use Permit approved by Maricopa County on July 31, 1978 and Amendment 3 to the Declaration of Covenants, Conventions and Restrictions (CCR's) filed on April 6, 1994, which has resulted in unequal enforcement of setbacks for runway properties in violation of the following: ARS 10-3302(3) (BOD has the authority and duty to make and amend bylaws); ARS 10-3302(11) (BOD shall conduct its activities pursuant to the powers granted by chapters 24 through 40 of this title within or without this state), ARS 10-3842(A)1, 2 and 3 (BOD to discharge duties in good faith, with the care of an ordinarily prudent person in a like position, and in a manner reasonably believed to be in the best interests of the corporation), ARS 33-1806(A) (BOD shall provide information specified in this section to the purchaser within ten days but failed to do so, including but not limited to the Special Use Permit), ARS 33-1817(A) (BOD failed to follow processing of amendments to declarations of the association as required by this section), Article Five #I of the Bylaws (Directors shall have the authority to do all things necessary or convenient to further and carry out the purposes of this corporation), Article Eleven #III (Bylaws are to manage public areas and enhance enjoyment of property owners of common areas and use of their own properties), Amendment 3 #17 of the CCR's (covenants are understood and agreed to be taken and held for the benefit of all parcel owners), Amendment 3 #18 of the CCR's (the binding nature of the covenants along with violations and potential remedies), neglecting their fiduciary duties as evidenced by there being no recorded documents, response to letter from Petitioner dated 01/26/2026 (enclosed) or other proof of action, which adversely affects a 40 by 600 foot piece of Petitioner's property; ALSO Petitioner has information and believe as well as evidence that the BOD has acted against the best interests of property owners (see attached).

SIGNATURE

Under penalty of perjury, I swear that this complaint is true and accurate to the best of my knowledge.

Petitioner Name: Gene Wilson	Date: 04/03/2026
Petitioner Signature: Gene Wilson	Digitally signed by Gene Wilson Date: 2026.04.03 17:07:01 -07'00'

Questions regarding this communication can be sent to Mandy Neat, ADRE Deputy Commissioner, at 602-771-7724 or online through the ADRE Message Center

April 3, 2026

Narrative Statement

The Eagle Roost Airpark Board of Directors (BOD), on behalf of Eagle Roost Homeowners Association, has failed to correct the discrepancy between the Special Use Permit approved by Maricopa County on July 31, 1978 and Amendment 3 to the Declaration of Covenants, Conventions and Restrictions (CCR's) filed on April 6, 1994, which has resulted in unequal enforcement of setbacks for runway properties in violation of the following: ARS 10-3302(3) (BOD has the authority and duty to make and amend bylaws); ARS 10-3302(11) (BOD shall conduct its activities pursuant to the powers granted by chapters 24 through 40 of this title within or without this state), ARS 10-3842(A)1, 2 and 3 (BOD to discharge duties in good faith, with the care of an ordinarily prudent person in a like position, and in a manner reasonably believed to be in the best interests of the corporation), ARS 33-1806(A) (BOD shall provide information specified in this section to the purchaser within ten days but failed to do so, including but not limited to the Special Use Permit), ARS 33-1817(A) (BOD failed to follow processing of amendments to declarations of the association as required by this section), Article Five #I of the Bylaws (Directors shall have the authority to do all things necessary or convenient to further and carry out the purposes of this corporation), Article Eleven #III (Bylaws are to manage public areas and enhance enjoyment of property owners of common areas and use of their own properties), Amendment 3 #17 of the CCR's (covenants are understood and agreed to be taken and held for the benefit of all parcel owners), Amendment 3 #18 of the CCR's (the binding nature of the covenants along with violations and potential remedies), neglecting their fiduciary duties as evidenced by there being no recorded documents, response to letter from Petitioner dated 01/26/2026 (enclosed) or other proof of action, which adversely affects a 40 by 600 foot piece of Petitioner's property; ALSO Petitioner has information and believe as well as evidence that the BOD has acted against the best interests of property owners (see attached).

Summary

Petitioner owns a parcel of land located at the southeast intersection of the runway and W. William Road in Aguila, AZ. This parcel is within the boundaries of Eagle Roost Airpark and subject to Eagle Roost Airpark's Declarations of Covenants, Conventions and Restrictions (CCR's) including Amendments 3, 4 and 5 (attached). The CCR's sets forth building setbacks for parcels in the airpark. See Amendment 3 filed on April 6, 1993.

There is also a Special Use Permit that was approved by Maricopa County on July 31, 1978 (attached). Petitioner had no knowledge of this Special Use Permit until it was brought to his attention in the fall of 2025. The Special Use Permit sets forth building setbacks for runway lots. These setbacks are inconsistent with those outlined in the CCR's.

Situation 1

Sometime around spring of 2025, the Board of Directors (BOD) went to Maricopa County's Planning and Development Department to object to a runway lot owner's plans that were approved by our own Architectural Committee and BOD. It is my understanding the BOD was attempting to enforce the setbacks from the Special Use Permit rather than the 1993 CCR's. It is also my understanding that the 1993 BOD intended the setbacks described in Amendment 3 to supersede those in the Special Use Permit; had the 1993 BOD been aware that an Amendment to the Special Use Permit was also needed, they likely would have filed an Amendment to the Special Use Permit at that time. It is my understanding that this lot owner planned to build a home and hanger, but following a visit from the BOD, Maricopa County Planning and Development denied the lot owner's permit under the 1993 CCR's.

Situation 2

Within the last three years, a different runway lot owner submitted plans to our Architectural Committee, BOD, and Maricopa County Planning and Development to develop his property. The plans complied with setbacks from the 1993 CCR's and were approved. The lot owner subsequently built his project. Recently, the BOD has contacted Maricopa County Planning and Development because the project does not comply with the Special Use Permit.

As the owner of a runway lot, I submitted a letter to the BOD on January 24, 2026, requesting that this discrepancy between the Special Use Permit and CCR's be corrected. At issue is a 40 by 600 foot section of my land that I may or may not be able to incorporate into my project. To date, I have received no response from the BOD to my reasonable request.

Had I been provided a copy of the Special Use Permit and other disclosures as required by law within ten days of purchasing this property, I may not have proceeded with the purchase. In any event, I respectfully request a hearing and subsequent ruling to force the BOD to remedy this defect as soon as is practicable.

The BOD's actions and inactions have informed the allegations referenced in my Narrative Statement.

Respectfully,

Gene Wilson

Gene Wilson

January 24, 2026

Eagle Roost Airpark Board of Directors
P. O. Box 187
Aguila, AZ 85320

To the Board of Directors:

Kindly review the information provided below, which we are sharing to promote effective collaboration. Please note the underlined words and phrases below contain active hyperlinks.

In Arizona, HOA board members hold a fiduciary duty to act in good faith, in the best interests of the community, and with reasonable care, prioritizing the association over personal interests. They must follow governing documents and state laws, maintain financial transparency, and make informed decisions, such as conducting reserve studies to protect assets.

Key aspects of Arizona HOA fiduciary duty include:

- **Duty of Care:** Making well-informed, prudent decisions based on facts, expert advice, and consistent enforcement of rules.

- **Duty of Loyalty:** Acting in good faith, avoiding self-dealing, and placing the community's interests above personal, financial, or family gain.

- **Duty to Act Within Authority:** Operating within the scope of the association's governing documents (CCR's) and Arizona law, specifically the Arizona Planned Communities Act (see attached).

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- **Hierarchy of Rules**: Recorded CCR's sit at the top of the hierarchy, followed by Bylaws, and then Board-adopted rules, all of which must comply with state law.

Breach of Duty and Liability
A breach occurs when board members act in self-interest, fail to maintain assets, or enforce rules inconsistently. While state laws often protect directors from personal liability, willful misconduct or bad faith actions can lead to personal liability and lawsuits.

The building setbacks on page 4, section N of the Special Use Permit approved by Maricopa County on July 31, 1978, are inconsistent with those outlined in Amendment 3 to the Declaration of Covenants, Conventions and Restrictions (CCR's) filed on April 6, 1993. This inconsistency is known to the board and must be remedied on behalf of affected lot owners.

While a municipality may grant a Special Use Permit, the property remains subject to the stricter Covenants, Conditions, and Restrictions (CCR's) of the HOA. Therefore, we respectfully request that our current Board of Directors resolve this inconsistency in a timely manner.

Sincerely,

Gene and Lynda Wilson

Arizona State Senate
Issue Brief

November 20, 2024

Note to Reader:

The Senate Research Staff provides nonpartisan, objective legislative research, policy analysis and related assistance to the members of the Arizona State Senate. The *Issue Briefs* series is intended to introduce a reader to various legislatively related issues and provide useful resources to assist the reader in learning more on a given topic. Because of frequent legislative and executive activity, topics may undergo frequent changes. Nothing in the Brief should be used to draw conclusions on the legality of an issue.

HOMEOWNERS' ASSOCIATIONS

INTRODUCTION

A planned community association or condominium unit owners' association (HOA) is a common interest organization to which all the lot owners in a planned community or unit owners in a condominium must belong. The four defining characteristics of all HOAs are:

- all owners are automatically members;
- governing documents create mutual obligations;
- mandatory fees or assessments are generally levied against owners and used for the operation of the association; and
- owners share a property interest in the community.

PLANNED COMMUNITY VS. CONDOMINIUM

A *planned community* is a real estate development that includes property owned and operated by a nonprofit corporation or unincorporated association of owners that is created pursuant to a recorded declaration for managing, maintaining or improving the property.[1]

A *condominium* refers to a real estate development in which certain portions are designated for separate ownership (units) and the remainder is designated for common ownership by the unit owners.[2] A condominium may be created by recording a declaration in the county in which the condominium is located.[3] Statute requires the organization of a profit, nonprofit or unincorporated unit owners' association to be no later than the date the first unit is conveyed.[4]

The principal distinction between planned community and condominium HOAs involves the ownership of the common areas or common elements. In a planned community, the *common areas*, which statute defines as improved or unimproved property that is intended for the use of owners of a residential subdivision or development and their invited guests, are owned by the HOA.[5] These common areas often include land and buildings used as common

[1] A.R.S. § 33-1802
[2] A.R.S. § 33-1202
[3] A.R.S. § 33-1211
[4] A.R.S. § 33-1241
[5] A.R.S. § 42-13402

areas, including an airport, but do not include golf courses. In a condominium, each unit owner has an undivided percentage interest in the *common elements*, which are defined as all portions of a condominium other than the units and frequently include the land, exterior walls, walkway areas and recreational areas.[6]

THE HOA'S AUTHORITY

An HOA derives its power and authority from a variety of legal documents, including the HOA's governing documents and federal and state statutes and regulations.

Governing Documents

The governing documents create the legal foundation and organizational framework of an HOA. They consist of the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations.

The CC&Rs constitute the enabling document, which is recorded with a county recorder and empowers the HOA to control certain aspects of property use within the development, often including oversight and approval authority over the construction and alteration of homes. When a person buys a home in such a development, the person receives a copy of the CC&Rs and agrees to be bound by the document's terms. Thus, the CC&Rs form an enforceable contract between the HOA and the individual homeowner.

Articles of incorporation are required of incorporated HOAs and establish the HOA as a legal entity. They constitute the corporate charter and are filed with the Arizona Corporation Commission. The majority of HOAs formed since the mid-1980s are incorporated as nonprofit corporations and therefore have articles of incorporation. Incorporation as a nonprofit provides greater statutory protection to the HOA board members and the unit or property owners, than remaining unincorporated.

The bylaws set out the procedures for the internal governance and operation of the association. Rules and regulations often address specific matters related to the use of the property that are not specifically covered by the CC&Rs. If the rules conflict with the CC&Rs, they are generally unenforceable.[7]

Federal Regulation

Federal law defines an HOA primarily for tax collection purposes. The definition requires not only that the association be organized and operated for the acquisition, construction, management, maintenance and care of association property as under Arizona state law, but also that a certain percentage of gross income be derived from membership dues, fees or assessments and that a specific percentage of expenditures cover care and maintenance of the property.[8]

Various federal laws may affect the operation of HOAs. Examples include the federal Bankruptcy Act and the federal Communications Act.

State Regulation

Many aspects of HOAs are directly governed by Arizona statutes, such as the Planned Communities statutes, the Arizona Condominium Act and the Nonprofit Corporations Act.

The Planned Communities statutes were enacted in 1994 and constitute the first regulations pertaining specifically to the formation and operation of master planned community HOAs. Currently, these statutes address assessment increases, penalties, open meetings, disclosure of association records, resale disclosure, penalty and assessment liens, foreclosures, flag and political sign display, vehicle parking, solar energy restrictions, rental property requirements, architectural and design review committees and certain affairs of HOA boards of directors.

Condominiums are regulated by the Arizona Condominium Act, which is more extensive in scope and detail than the Planned Community

[6] A.R.S. § 33-1202

[7] A.R.S. §§ 33-1202; 33-1246; and 33-1802

[8] 26 U.S.C. § 528

statutes. The Condominium Act prescribes requirements for, among other things, the creation, alteration, management and termination of condominiums, the imposition of monetary penalties, open meetings, resale disclosure, flag display, penalty and assessment liens and foreclosures. Several exceptions allow the establishment of differing regulations within the condominium documents.

The Nonprofit Corporations Act contains extensive provisions governing the formation and operation of nonprofit corporations, including any HOA that is incorporated as a nonprofit corporation.

Other sections of statute, such as those pertaining to fair housing, solar energy and HOA dwelling actions, also may limit the policies that an HOA may adopt and enforce.

ENFORCEMENT OF COMMUNITY RULES

An HOA may place a *common expense lien* on a home or unit for: 1) assessments; 2) charges for late payment of assessments if authorized in the declaration; 3) reasonable collection fees and costs incurred or applied by the association and reasonable attorney fees; and 4) costs that are incurred with respect to those assessments, if attorney fees and costs are awarded. Statute authorizes the foreclosure of an HOA's common expense lien if the owner has been or remains delinquent in the payment of the lien for one year or in the amount of $1,200, excluding late fees, whichever occurs first as determined on the date the action is filed. *Member expenses* and *unit owner expenses* are fees, charges, late charges and monetary penalties or interest imposed by an HOA, excluding any amount of a common expense lien. Notwithstanding any provision in the association documents, member or unit owner expenses are not enforceable as common expense liens. An HOA board must exercise reasonable efforts to communicate with the member or unit owner and offer a reasonable payment plan before filing a foreclosure action. [9]

[9] A.R.S. §§ 33-1256 and 33-1807

An HOA must provide a member with notice of violation of the governing documents before imposing monetary penalties. A member who receives a written notice may respond by certified mail within 21 calendar days and must receive a written explanation from the HOA within 10 business days that includes the following information, unless the information was provided with the original notice: 1) the provision of the community documents that has allegedly been violated; 2) the date of the violation or the date the violation was observed; 3) the first and last name of the person or persons who observed the violation; and 4) the process the member must follow to contest the notice.[10] Unless the process was provided previously, the HOA may not proceed with any action to enforce the documents until the allotted time passes.[11]

LIMITATIONS ON HOA POWER

Statute limits HOA power in the following ways unless otherwise noted[12]:

- An HOA cannot prohibit the outdoor display of the American flag, any historic version of the American flag, including the Betsy Ross flag, any flag of the U.S. Uniformed Services, the Arizona flag, an Arizona Indian nation flag, a POW/MIA flag, the Gadsden flag, a first responder flag, a Blue Star Service flag or a Gold Star Service flag. The HOA must adopt reasonable rules and regulations regarding the display of the listed flags, within identified constraints.
- An HOA may not prohibit door-to-door political activity or the circulation of political petitions on property normally open to visitors, except at certain times. The HOA may require the prominent display of identification of the person and the candidate or ballot issue. If an HOA restricts vehicular or pedestrian access, the HOA

[10] A.R.S. § 33-1803
[11] A.R.S. §§ 33-1242 and 33-1803
[12] A.R.S. §§ 33-1261 and 33-1808

may prohibit a person from entering the HOA premises if they are not accompanied by a unit owner, member or resident.

- An HOA may not prohibit the display of a political sign, including association-specific political signs, within a given time period before or after an election. It may regulate the size and number of signs placed on a property within specified parameters.
- An HOA may not prohibit or unreasonably restrict an owner's ability to peacefully assemble and use common areas of the HOA, if done in compliance with reasonable restrictions for the use of that property adopted by the HOA board.
- An HOA may not prohibit an owner or a group of owners from assembling to discuss matters related to an HOA, from inviting one political candidate or guest to speak to an assembly of owners about matters related to the respective planned community or from posting notices regarding assemblies on bulletin boards located on the common elements or within common element facilities.
- An HOA may not prohibit or charge a fee for the display of a commercially-produced, temporary open house, for sale, for sale by owner, for rent or for lease sign or a sign rider on a person's property. However, a sign or sign rider must conform to industry standards.
- An HOA may not limit open house hours except before 8:00 A.M. or after 6:00 P.M. An HOA may prohibit open house signs on the common elements of a condominium.
- Unless prohibited in the declaration, a unit owner or member may use their property as a rental property in accordance with rental time period restrictions.
- An HOA is limited in the information it may request regarding tenants who rent property in the planned community or condominium. The HOA may charge a maximum fee of $25 on request for the outlined disclosures and a late fee of $15; however, any attempt to exceed those limits voids that fee.[13]
- A planned community HOA for which the declaration is recorded after December 31, 2014, may not regulate a roadway dedicated to or held by a governmental entity. For any HOA that regulates a roadway dedicated to or held by a governmental entity and for which the declaration was recorded before January 1, 2015, the existing roadway regulations continue in effect until the HOA calls a meeting by June 30, 2025, on the question of whether to continue to regulate public roadways. If the HOA does not hold a vote or if the vote fails, the HOA no longer has the authority to regulate public roadways and the existing regulations expire.[14]
- A planned community HOA may not restrict the installation or use of a solar energy device. The HOA may adopt reasonable rules regarding the placement of a solar energy device if those rules do not negatively impact the function, cost or efficiency of the device.[15]
- A planned community HOA may not prohibit the temporary display of a cautionary sign pertaining to children playing or prevent resident children from engaging in recreational activities on a residential road with a posted speed limit of 25 miles per hour or less that is under the jurisdiction of the HOA. A cautionary sign must be professionally manufactured, no taller than three feet and removed within one hour of children ceasing to play.[16]
- A planned community HOA must allow a resident employed by a public service corporation or public safety agency to park on a street or driveway a vehicle necessary for emergency services or maintenance of electrical, water or telecommunications infrastructure.[17]

[13] A.R.S. §§ 33-1260.01 and 33-1806.01
[14] A.R.S. § 33-1818
[15] A.R.S. § 33-1816
[16] A.R.S. § 33-1808
[17] A.R.S. § 33-1809

ADDITIONAL RESOURCES

- Planned Community Statutes:
  A.R.S. Title 33, Chapter 16
- Condominiums Statutes:
  A.R.S. Title 33, Chapter 9
- Nonprofit Corporations Statutes:
  A.R.S. Title 10, Chapter 24 - Chapter 40
- Common Areas Statutes:
  A.R.S. Title 42, Chapter 13, Article 9
- Arizona Department of Real Estate:
  Homeowners Association Dispute Process

BY-LAWS OF EAGLE ROOST MANAGEMENT, INC.

ARTICLE ONE **PURPOSES**

I. This corporation shall be conducted as a non-profit corporation for the purposes set forth in its Articles of Incorporation.

II. This corporation shall have the power to levy and collect assessments against tracts of lots within the area described in the Declaration of Restrictions and such additional areas as may be added by Amendment thereto. In the event of non-payment of the assessments, the said corporation shall have the power to file and foreclose liens against the properties as provided for in the Declaration of Covenants, Conditions and Restrictions, dated December 11, 1974, and recorded in the office of the Maricopa County Recorder in Docket 10949, pages 0466 through 0477 inclusive thereof. In the event of non-payment of said assessments, the property subject thereto may be sold or forfeited in a foreclosure action in order to collect the said assessments as set forth in said Declaration of Covenants, Conventions and Restrictions, subject to such other provisions as may be included in these By-Laws. The Corporation shall have the power to levy and collect charges for special services performed by the corporation for its mmbers, such as reasonable charges for water supplied in the event the corporation should manage a community water system, and charges for the use of special facilities such as a community airstrip or other facilities of the corporation.

III. The purposes for which this corporation was created may be altered, modified, enlarged or diminished by the vote of two-thirds of the members present at a meeting duly called for the purpose. Notice of such changes shall be given in written or printed form setting forth the proposed amendment or a summary of the changes to be effected thereby, and shall be given to each member entitled to vote at such meeting within the time and in the manner provided by these By-Laws for the giving of notice of meetings of members.

ARTICLE TWO **MEMBERSHIP**

I. The membership of this corporation shall consist of and be limited to the owners of lots or tracts in the real estate in Section 26, Township 7 North, Range 9 West, and such other lands as described in the Declaration of Conditions, Conventions and Restrictions and such additional areas as may be added by amendment thereto. An owner is a person, group or entity entitled to the beneficial use and rights of ownership of a parcel of land within said area, and may be either a purchaser of the fee owner, dependent only on the beneficial use of said land. No owner shall be entitled to more than one membership. Each membership shall be entitled to one vote for each gross acre of ownership, as described in the Declaration of Restrictions. If a husband and wife own one or more lots or parcels within the tract as community property, or a joint tenants with right of survivorship, the husband shall vote the membership except that the wife may be his proxy. Where property is held by a corporation, a partnership, or y tenants in common, such owner shall designate in writing a designee as holding the right of voting its membership. No members shall vote more than the number of votes so allocated and no member shall have an interest in this corporation different than the interest of any other member.

II. Subject to the provisions of Article VII hereof, a membership certificate shall be issued to each member. Upon the transfer of ownership of all or a portion of his lot or tract upon which his membership is based, said membership shall automatically terminate with respect to the portion so transferred and the new owner of said lot or tract shall be issued a new certificate. In the event of the death of an owner, his certificate of membership shall be held and may be voted by his personal representative.

III. The voting rights of a member shall be suspended for non-payment of assessments or dues that are delinquent for a period in excess of 60 days from the due date therefor.

IV. The rights of all members and their families to utilize the community facilities under the ownership and management of this corporation shall be the same; provided that in the event of the ownership of any lot or parcel by a corporation or association or large group of tenants in common, the use of the facilities of this corporation may be restricted by the Board of Directors to a reasonable use of such members commensurate with the interests of all members.

ARTICLE THREE **SCOPE OF COMMUNITY OWNERSHIP**

I. It shall take a majority vote of all members of the corporation in order to empower the corporation to accept the ownership and management of any community property or facilities, or transfer or convey such ownership of any real property belonging to the corporation; provided that such requirement shall not be applicable to easements or other such interests in said property granted in the ordinary management thereof. Such authorization may be determined either at a membership meeting or by written approval of a majority of the members.

ARTICLE FOUR **MEMBERSHIP MEETINGS**

I. Annual meetings of the members of the corporation shall be held at such place as the Board of Directors may determine in the State of Arizona. The annual meeting shall be held on the second Saturday of February of each year at 2:00 p.m. Notice thereof shall be given by the Secretary by mailing a notice to each member no less than 20 days prior to the date of the meeting at the member=s address as it appears in the records of the corporation.

II. Special meetings of the members shall be called at any time by the President or a majority of the Board of directors or by written request of ten percent (10%) of the membership of the corporation. Notice of a special meeting, stating the objects thereof, shall be given by the Secretary or the parties calling the meeting by mailing such notice to each member at his address as it appears in the records of the corporation not less than twenty days prior to the date on which such meeting is to be held.

III. At all annual and special meetings of the members, twenty percent (20%) in interest of the membership present in person or represented by proxy, shall constitute a quorum for the transaction of business. If there is not a quorum present, the majority of those present in person may continue the meeting to another time and the meeting may then be reconvened without the requirement of additional notice, subject, however, to the same quorum requirement.

ARTICLE FIVE **DIRECTORS**

I. The corporate powers of the corporation shall be vested in a Board of Directors. The number of Directors who shall manage the affairs of this corporation shall be not less than three (3) nor more than twenty-five (25). The number of directors may be increased or decreased by amendment of these By-Laws by a two-thirds (2/3) vote of the members present or represented by proxy at a meeting duly called for the purpose. The Directors shall possess and exercise all powers of directors of a non-profit corporation under the laws of the State of Arizona and they shall have authority to do all things necessary or convenient to further and carry out the purposes of this corporation.

II. Directors shall be elected to serve for one year, or until their successors are elected and duly qualified. The term of office of the original directors shall be until the annual meeting next following the election of the said directors as provided in the Articles of Incorporation.

III. Directors at the time of election shall be members in good standing of the corporation, except for the initial Directors set forth in the Articles of Incorporation. In the event a director ceases to be an owner of land entitling him to membership, such termination of membership shall terminate his office as a Director. Any vacancy in the Board of Directors shall be filled by the other Directors and such appointed Director shall serve until the next annual meeting of the membership.

IV. Such meetings of the Board of Directors may be called at any time by the President or by any two Directors and the time and place thereof shall be determined by the authority making the call. Notice of the time, place and purpose of any special meeting shall be given by the Secretary to each Director in writing, in person or by telephone. The purpose of the meeting may be stated in general terms.

V. Attendance of a majority of the Directors shall be required to constitute a quorum. The President shall preside at all meetings of the Directors or in his absence a temporary chairman shall be appointed by those present. The Secretary of the corporation shall be Secretary of the Board of Directors and shall attend its meetings but in the absence of the Secretary, a Secretary pro-tempore may be appointed. No Director may be represented or vote by proxy. The Directors may create such standing or temporary committees as they deem desirable and prescribe the duties and responsibilities thereof and the manner of appointment of the committee members.

ARTICLE SIX **OFFICERS**

I. The officers of this corporation shall be a President, Vice-President, Secretary and Treasurer. At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect said officers. The Board of Directors may also create and may fill offices of Executive Secretary and/or Assistant Treasurer. Officers elected shall hold office until the next meeting of the Board of directors immediately following the annual meeting of members at which Directors are elected and until their successors have been duly elected and qualified. In case of vacancy in any office, such vacancy shall be filled by appointment by the Board of directors, and officers so appointed shall serve the unexpired term of the office filled. Any officer may be suspended or removed by a majority vote of all of the Directors.

II. The President shall be a member of the Board of Directors. He shall have the authority to sign contracts and other instruments on behalf of the corporation when authorized by the Board of Directors. He shall be ex-officio Chairman of the Board and preside at its meetings and shall also preside at all meetings of the members.

III. The Vice-President shall be a member of the Board of directors and shall have such powers and duties as shall be assigned to him by the Board of Directors. In case of the absence or inability of the President, the Vice-President shall have and exercise all authority of the President.

IV. The Secretary shall attend all meetings of the Directors and of the members and shall prepare minutes of all such meetings. He shall keep a record of the names, addresses and telephone numbers of all members and, when required, shall give notices of meetings and conduct such correspondence as may be required.

V. The Treasurer shall receive all assessments and other funds received by the corporation and deposit the same as directed by the Directors. He shall be responsible for collection of all assessments and other monies becoming due the corporation. He shall keep a record of the income and expenditures of the corporation and render a written report thereof annually to the members and at such other times as required by the Directors. The accounting duties of the Treasurer may be performed by an assistant to be designated by the Directors, with or without compensation, and in such case the Treasurer shall be responsible for the satisfactory performance of the duties of his assistant.

VI. No Director or officer of the corporation shall receive any compensation for performance of the regular duties of his office. The Directors shall determine what compensated positions there shall be and select the persons employed to fill the same.

determine their salary or wage and other terms of employment. A Director, officer or any member may be employed to fill any such position and receive the regular compensation therefore.

VII. Any officer, other than President, may occupy two different offices concurrently if the Board of Directors so directs.

ARTICLE SEVEN **CERTIFICATE OF MEMBERSHIP AND TRANSFER**

I. A Certificate of Membership in the corporation shall be issued to each member. All such certificates shall be signed by the President or Vice-President, and the Secretary.

II. All memberships and certificates evidencing same shall be inseparably appurtenant to the lot or tract owned by the holder thereof. Upon sale or contract of sale of said lot or tract, such membership shall terminate and the certificate shall be transferred to the grantee or purchaser upon his establishing to the satisfaction of the Secretary that such transfer is bona fide and the conveyance thereof has been duly executed.

III. Unless specifically requested by the owner, it shall not be necessary that a written certificate be actually issued, but the owner may exercise all the right s and privileges and shall be subject to all of the liabilities of membership without the actual issuance and possession of such certificate of membership, provided that if his membership is questioned by any other member, the Secretary shall satisfy himself, as a condition to vote the membership, that the challenged member=s ownership is bona fide and is evidenced by a duly executed conveyance or contract of sale.

ARTICLE EIGHT **ASSESSMENTS**

I. The members of the corporation shall be liable for the payment of such charges or assessments as may from time to time be fixed and levied by the Board of Directors pursuant to these By-Laws, and as provided for under the Declaration of Covenants, Conventions and Restrictions referred to in Article One, paragraph II hereof, and by the reference, incorporated herein.

II. Assessments against all members shall be levied by the Board of Directors at a uniform rate on a pro rata basis in proportion to the total gross acreage owned by each member as provided in the Declaration of Covenants, Conditions and Restrictions referred to in Article One, paragraph II.

III. Each member shall pay such assessment as may be levied with respect to the land or interest therein, to which membership is appurtenant, to the corporation at its office within thirty (30) days after the mailing of the notice of such assessment to the member. In the event the same is not paid within said thirty (30) day period, such sum shall be a lien upon said land created or permitted by the owner of such land and enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgage upon land. The corporation may proceed by appropriate action to foreclose its said lien against said property subject to said assessment and shall have the right to recover, in addition to the amount of said assessment, interest thereon at the highest rate of interest legally permitted to be charged from the due date of said assessment and such sum as may be adjudged reasonable for attorney's fees together with its costs reasonable incurred in enforcing the assessment.

ARTICLE NINE **AMENDMENTS**

I. These By-Laws may be amended at any time by a vote of the majority of the members present at a meeting duly called for the purpose, provided that any changes of the purposes of the corporation shall require a two-thirds (2/3) majority as provided for in Article One.

ARTICLE TEN **REACTIVATION OF CORPORATION**

I. The corporation shall be deemed to be inactive if no meeting of either the members or the Board of Directors is held for a period of two successive years, or if a majority of the Directors resign or fail to function by failing to respond to a call for meetings provided for by these By-Laws for a period of sixty (60) days.

II. In such event any five members or any Director or officer may call a meeting by giving written or printed notice stating the place, day and hour of the meeting and stating the purpose or purposes for which the meeting is called, which notice shall be delivered not less than twenty (20) days before the date of the meeting, Whether personally or by mail, to all members entitled to vote at such meetings whose names and addresses are ascertainable with reasonable diligence.

If there is a quorum at such reactivation meeting, the members present in person may elect a Board of Directors and empower such Board to do any business authorized by the Articles of Incorporation and these By-Laws, and impose such limits thereon as may be appropriate and reasonable. If there is not a quorum at said meeting, the members present may designate a new time and place and method of notice for reconvening the meeting, which shall be at least 20 days later.

III. No Board of Directors following a reactivation shall have the right to dispose of any substantial amount of the assets of this corporation for a period of sixty (60) days following its election without the express approval of a majority of all the members of the association.

ARTICLE ELEVEN **GENERAL**

I. These By-Laws are intended to supplement and be consistent with the Declaration of Covenants, Conditions and Restrictions referred to in Article One, paragraph II hereof. In the event of any inconsistency between any By-Laws of the corporation and said property restrictions the terms of said property restrictions shall control.

II. Any rights granted to the association by said property restrictions shall not be altered or changed and any authority in said restrictions shall be construed as within the powers of the Board of Directors of this corporation and/or its membership.

III. The general; purpose of these By-Laws and of this corporation is to manage the public areas of the described property and to enhance and further the enjoyment of the property owners in the use of the community areas and facilities and in the use of their own properties. Enforcement of the rights of the association against any member violating the property restrictions shall be considered a duty of the corporation in effectuating its general purpose.

IV. A member may exercise his right to vote by proxy duly elected in writing. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The wife of a member shall be considered to hold a permanent proxy for the member and the same need not be in writing. Matters of a specific nature which may be reproduced in ballot form may be voted on by a ballot of the membership by mail, delivered to the membership by the Secretary not later than twenty (20) days prior to the date of the meeting of the membership called for the purpose of voting on such matter(s). A written ballot received prior to the meeting by the Secretary prior to such meeting for which the ballot was issued shall automatically invalidate any proxy outstanding in the name of any member voting by ballot, but only insofar as the proxy shall apply to the matter(s) for which the ballot was issued and returned. Failure to return such ballot prior to such meeting shall permit the holder of a vlid proxy to vote the membership for which the proxy was issued.

ARTICLE TWELVE **SEAL**

The Corporate Seal of this corporation shall be in the following form:

First Amendment to the By-Laws of Eagle Roost Management, Inc.

Paragraph II of Article Five of the By-Laws of Eagle Roost Management, Inc. is hereby amended in full to read as follows:

The number of Directors serving at any time shall be divisible by three (3). Commencing with the meeting of the membership for 1982 one-third (1/3) of the Directors shall be elected for a period of three (3) years; one-third of the Directors shall be elected for a period of two (2) years; and one-third (1/3) of the Directors shall be elected for a period of one (1) year. Thereafter, at each annual meeting of the membership, one-third (1/3) of the Directors shall be elected for a period of three (3) years.

Second Amendment to the By-Laws of Eagle Roost Management, Inc.

WHEREAS, Eagle Roost Management, Inc. was formed in part to advance the interests and protect the rights of property owners being members of the Eagle Roost Management, Inc., and

WHEREAS, it is appropriate and helpful that Eagle Roost Management, Inc. be authorized to represent members in dealings with third parties concerning legitimate claims and desires of property owners relative to their property interests.

NOW, THEREFORE, Article Eleven of the By-Laws of Eagle Roost Management, Inc. is hereby amended by adding the following as paragraph V. thereof:

V.

Without limiting the authorities or powers otherwise held, Eagle Roost Management, Inc. may, on determination of its Board of Directors, undertake to represent a property owner or property owners, being members thereof, in the advancement or propagation of any claim or position of such property owner or owners concerning any property within Section 26 owned by them, that the Board of Directors feels is in the general interest and benefit of the membership of Eagle Roost Management, Inc. as a whole. Eagle Roost Management, Inc. is authorized to employ agents, accountants, attorneys and employ such professional help as may be appropriate and necessary to accomplish the purpose of this amendment and have such further power and rights as may be reasonably necessary to pursue the authority granted herein. Expenditures for this purpose shall not exceed funds budgeted from regular assessments unless the same shall be authorized at a regular or special meeting of the members.

REALTY INVESTMENT COMPANY
SINCE 1950
ONE WEST MADISON
PHOENIX, ARIZONA 85003
956-6070

APPROVED
DATE JUL 31 1978
CHAIRMAN BOARD OF SUPERVISORS
MARICOPA COUNTY

RECEIVED
JUN 7 1978
Maricopa County Planning Dept.
By Z78-2

October 26, 1977

Maricopa County Planning and Zoning Commission
111 South Third Avenue
Phoenix, Arizona 85003

Re: Amendment of Special Use Permit
to Expand an Existing Airport Previously
Approved Under Z74-13

Gentlemen:

This is an application to amend an existing Special Use Permit from a 240 acre private airport to a 640 acre private airport.

The existing Special Use Permit is numbered Z74-13 granted to Realty Investment Company on May 6, 1974.

At the time of obtaining this Special Use Permit, Realty Investment Company owned all of Section 26. The company had limited plans for use of the approved 240 acre private airport.

The subject 240 acre airport is situated within the center portion of Section 26, T7N, R9W. This 640 acre section is located one mile south of the intersection of U.S. Highway 60-70 and Eagle Eye Road at Aguila, Arizona. Eagle Eye Road is a county maintained road and is paved from U.S. Highway 60-70 to the entrance gate at the NW corner of the Section 26.

Shortly after obtaining the airport use permit in 1974, Realty Investment Company began making substantial improvements to the entire 640 acres within Section 26.

During the time these first improvements were being made, many pilots and aircraft owners registered their interest in ownership in such a development. Because of this interest by pilots and aircraft owners, Realty Investment Company accelerated the pace for making these improvements. The development was named Eagle Roost Airdrome and described as a residential airpark.

Applicants' description of residential airpark is as follows:

> A residential airpark is a community designed, developed and operated for the benefit of active pilots and, particularly those pilots owning their own aircraft. The aircraft community has all-weather taxiways directly from the runway to each individual ranch site. In other words, a pilot can fly to his airpark, land safely, taxi to his house and park

his plane in his attached or adjoining hangar. The pilot may conveniently service and repair his own aircraft. Some pilot's hobby is to build his own aircraft. A residential airpark is ideal for such persons. The uses within this Section 26 would be for those authorized under R-43 in addition to those mentioned herein. Eagle Roost Airdrome is similar in concept to Stellar Airpark near Chandler, Arizona.

The improvements mentioned above were made as follows:

A. Survey

A registered engineer's survey was obtained. The section was laid out in 16-forty acre parcels. Easements were established and recorded. Control points were installed with iron rods at each corner of each 40 acre parcel.

B. Runway

Early in 1974, Eagle Roost Airdrome registered the airport with FAA and the State Aeronautical Board. It is depicted on the Phoenix Section Chart.

The runway is 3800 feet, running North and South along the centerline within the south 3/4th of Section 26. The runway is within a 160 foot easement lying 80 feet each side of the centerline. It was constructed in early 1974. It has an asphaltic hard surface 40 feet wide. The centerline, threshold bars and direction numbers are painted white. Also painted white, are 24 foot letters spelling "Eagle Roost". The runway is in excellent condition and shows no sign of significant wear or damage from rains, floods, or heat.

C. Runway Lights

40 watt runway lights have been installed with 6 green threshold approach lights at each end of the runway. The lights are turned on automatically from the cockpit by the aircraft's 122.8 radio when the microphone is clicked 5 times within 5 seconds. The lights turn off automatically in 15 minutes.

D. Taxiways and Roadways.

Taxiways and roadways are graded, crowned along the center line and have had crushed manganese tailings imbedded into the surfaces by a vibrating roller. Three layers are applied and rolled. Any occasional damage or roughness is easily removed by leveling with a drag. Thereafter, a static roller keeps it in place. Maintenance is performed and paid-for through the property owners association. The interior roadways and taxiways to each of the 16 forty acre parcels have been installed for several years and have suffered no significant damage.

E. Public Utilities and Services

Arizona Public Service Co. serves Eagle Roost with an underground electric supply. Realty Investment Company has installed underground electric lines to serve 6 of the 40 acre parcels within the 640 acre development. Arizona Public Service has engineered additional installations and extensions within Eagle Roost Airdrome and the in-aid-of-construction costs has been paid by Realty Investment Company. A natural gas main is available and is

installed at the NW corner of Section 26.

F. Water Lines
Six inch water mains have been installed by Realty Investment Company into Eagle Roost Airdrome. The water is distributed by Aguila Water Service Co., a state franchised water company. The installation has been approved by the Maricopa County Health Department. The installation has been approved by the State Corporation Commission, Utilities Division, and fully paid for by Realty Investment Company.

G. Underground Telephone
Mountain Bell phone lines have been installed to the centerline of Eagle Roost Airdrome. Additional extensions are available at such time as a user may appropriately make application.

H. Security and Safety Provision
The perimeter of Eagle Roost Airdrome has been fenced and an all-weather patrol road has been constructed immediately inside this fence. The property is posted approximately every 165 feet by metal signs saying: No Trespassing, No Hunting, No Shooting, Private Property.

I. State Real Estate Department Final Public Report on Eagle Roost Airdrome
Reference No. 8644, Date February 4, 1976.
Realty Investment Company filed for this report and was granted clearance to sell 16 forty acre parcels within Section 26, T7N, R9W.

J. Eagle Roost Management, Inc.
Eagle Roost Management, Inc., is a non-profit corporation formed as a land owners association. It provides a vehicle for self-government by the property owners of Eagle Roost and ownership by deed of the common areas. The common areas are comprised of runways, taxiways, roadways, and tie-down areas. The association will also own material and equipment for the maintenance of these common areas. At the time that Realty Investment Company has sold 320 acres of Eagle Roost (being one-half) the land owners are authorized to elect officers for the association. Until then no assessments are chargeable to owner members. The members of the association will assess themselves, collect and make payments for the expenses to operate the common areas. Election of officers will be held on or about January, 1978.

K. Provisions for Maintenance
Eagle Roost Management, Inc., will be responsible for the maintenance of roads, easements, runway, and taxiways and for all other expenses for the operation of Eagle Roost Airdrome.

L. Declaration of Restrictions
Restrictions have been recorded to provide the usual beneficial covenants for peaceful, residential living. These restrictions include provisions for: Livestock and poultry, except swine; enclosed repair of motor vehicles and aircraft; no commercial uses; no mobile homes; no elevated tanks; and architectural committee

approval for all improvements. Changes to restrictions may be made by the property owners from time-to-time by a majority rule.

M. Minimum Size Restricted to Minimum of Five Acres.
The size of any parcel of land within Section 26 has been restricted to minimum of five acres by recorded restrictions DKT 11940, pg. 265, dated November 12, 1976.

N. Building Set Back Lines
Included in the recorded declarations of restrictions are provision for building set back lines as follows:

N-1 One hundred feet on either side of the exterior boundries of the one hundred sixty foot easement for the approved runway.

N-2 Eighty feet from any exterior boundry of any roadway or taxiway.

N-3 Sixty feet from any side property line.

Airport Operating Regulations

These regulations are recorded along with restrictions. They provide orderly procedures for the operation of aircraft in the air and on the ground within Eagle Roost. Attached are recorded "Operating Regulations" (docket 10949, page 466.)

Advantages of location and favorable conditions relevant to Eagle Roost Airdrome are partly listed as follows:

1. Located far enough from the congestion and hum-drum of the large city, but, close enough to conveniently utilize the facilities of a metropolitan area.

2. Terrain.
The site is flat desert land with light vegetative cover. It is centrally situated in the Valley of the Eagle. The view for approach and take-off, to and from, the hard surface 3800' runway is unobstructed. The surface soils across the site are predominantly silt and sand mixture. There are no out-cropping of rocks. The soil is fertile and lends itself to small ranches and easily constructed taxiways, roadways and other improvements.

3. Sanitation.
Leach beds with septic systems, that are designed by the Maricopa Health Department, should operate satisfactorily. The topography, soil and drainage is no different than that in the surrounding area. Realty Investment Company has had several percolation test reports submitted to the County Health Department for other developments within 3/4 of a mile of Eagle Roost. All of these tests have been satisfactory.

4. Proximity of Town Facilities.
Aguila is one mile north of Eagle Roost. Convenience shopping includes full line grocery, general store, restaurants, service

stations, post office, churches, grade school, high school bus, Greyhound bus stop, repair garages, community hall, ten acre park and other services. Other town facilities include, electric, domestic water, telephones, natural gas and ambulance service with standby paramedics. Household appliance repair and services is available. Tradesmen and semi-skilled labor are available in the immediate area.

5. Elevation.
Eagle Roost has an elevation above mean sea level of 2200 feet. This is an ideal elevation for the performance of all aircraft having reciprocation engines. The airspace is clear and void of heavy aircraft traffic.

6. Accessibility to Eagle Roost.
Eagle Roost is bordered along the west line of Section 26 by a county maintained road. The road travels from 4 miles north at the county line to Interstate 10 southwardly to Tonopah. It is paved from U.S. Highway 60-70 to the entrance gate of Eagle Roost. One mile north, U.S. Highway 60-70 parallels the north line of Eagle Roost. U.S. Highway 60-70 can quickly be traveled to Wickenburg, 23 miles east. Phoenix is another 56 miles southeast from there. Prescott is 70 miles from Eagle Roost on State Highway 71.

7. Access Within Eagle Roost.
Around the perimeter of each of the sixteen 40 acre parcels there are no less than 33 foot easements for roadways, taxiways and underground utilities. See attached plat showing the recorded easement within Eagle Roost Airdrome.

8. Drainage and Flood Control
A unique and advantageous drainage situation exists for Eagle Roost Airdrome. The land gently slopes from southwest to northeast. The county-maintained road acts as a barrier for water from the west. 1¼ miles to the south, the land reaches its highest point. Consequently no large collection of water drains over Eagle Roost Airdrome. Runway, taxiways and roadways have been in operation for over 4 years within Eagle Roost and no damage from drainage or flood water have occured, although there have been two severe rain storms. When these two severe rains occured, flood control dams were broken within 2 miles east of Eagle Roost. Eagle Roost was not in the path of the released water, but this information is given to indicate unusual amounts of rains and surface water that have occured without damage to Eagle Roost. Flood control documentation was required for all of Section 26, in February, 1976 by the State Real Estate Board for obtaining the Final Report.

9. Private Wells
Eagle Roost Airdrome and the surrounding "Valley of the Eagle" are not in the State of Arizona critical water area. Well permits from the State of Arizona are readily issued. The cost for a permit is $3.00, and can be obtained at the State Land Department in the capitol-complex, Phoenix. The water level is about 500 feet below the surface. A private well would be needed if the user

were to irrigate larger acreages for farming.

10. Existing Tree Farm
In February 1975, 5600 seedlings were planted within 50 acres as shown on the attached plat. An irrigation pump is located within this 50 acres at the NE corner of the subject Section 26. Within this 50 acres, the 40 acres comprising the $N\frac{1}{2}$ of the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ is topographically unsuited for residential construction because of surface water drainage.

Continuation of Restrictions.

All of the provisions of the Declaration of Covenants, Conditions and Restrictions, Operations Regulations, and any other provisions whatsoever, governing Eagle Roost Airdrome, including, without limiting the generality thereof, building set back lines, shall apply to all parcels, regardless of size.

Provision for Future Private Access.

Future easement, including, without limiting the generality thereof, easements for additional taxiways, roadways and utilities, may be provided by individual property owners for their convenience and/or for the convenience of other property owners.

Relationship to Surrounding Properties.

Section 26 is bordered on all four sides, by Rural 43 zoned land. The properties immediately adjoining on north, west and state land on the south are vacant range land. The east is bordered by operating farms. The nearest resident, a single-wide mobile home, lies on the north and is approximately 400 feet from the property line. No home or mobile home is within a $\frac{1}{2}$ mile of either end of the runway. There is no intention of adding any additional runways.

The impact of Eagle Roost Airdrome on the town of Aguila should be favorable. The town is primarily a farming community and previously was also a highway service community for travelers by auto. This was at the time that Interstate 10 passed through Aguila. When Interstate 10 was rerouted 19 miles south of Aguila, businesses such as restaurants, motels, and gas stations experienced an economic set back. Eagle Roost should have a beneficial effect on the economy and reduce unemployment in the community.

Realty Investment Company has sold 12 of the 16 forty acre parcels within the subject Section 26.

The applicant's need is to utilize all of Section 26 as a residential airpark. Presently, 240 acres of the 640 acres have been developed as a residential airpark with a Special Use Permit as an airport. The remaining 400 acres is better suited for this same use, as a residential airpark.

It is requested that the existing 240 acre Special Use Permit (Z74-13) be amended to include all of Section 26 and permit use as a residential airpark, including, without limitation, the following:

1-a) Taxiing of aircraft from the approved and completed runway to any part of Section 26, via designated taxiways and for non-commercial use such as: parking, housing, servicing, refueling, storing and repainting of aircraft.

1-b) Construction of residential dwelling, hangars, repair and storage building, parking areas and any other improvements that may be pertinent to the use of the land as a residential airpark. Such above ground buildings are to comply with set-back areas as provided in the deed restrictions.

1-c) Conforming period for the entire 640 acres for the maximum period permissable.

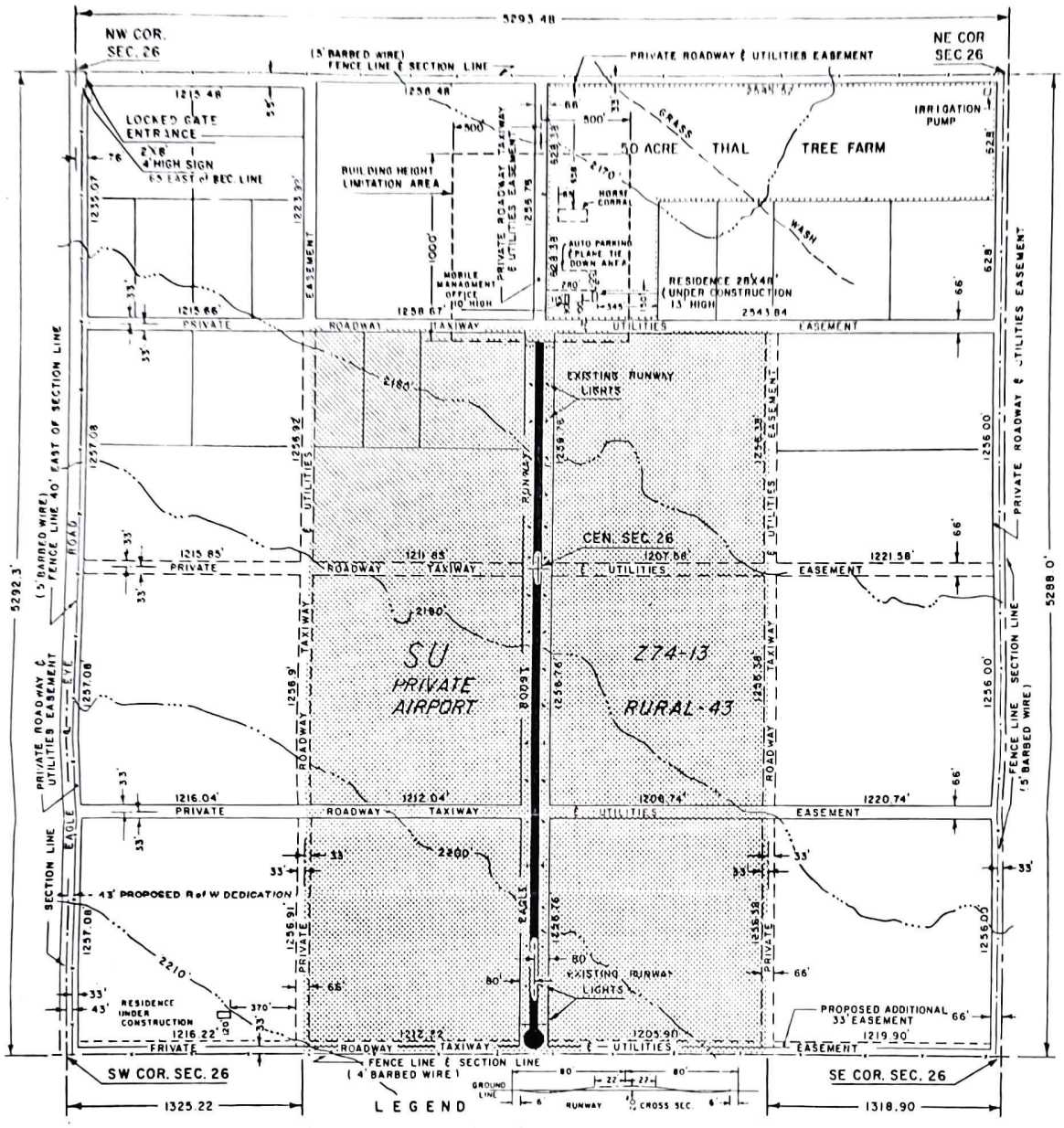
1-d) Use as an airport for the benefit of Realty Investment Company and other present owners of property within Section 26, their heirs, executors, administrators, successors or assigns.

Attached hereto is a copy of the existing runway plat showing the approach glide path, runway plan and profile as approved by the zoning case Z74-13 dated May 6, 1974. This zoning request does not request any additional approval for runway installation within the subject expansion area.

Sincerely,

Michael C. Sansone

MCS/jm



LEGAL DESCRIPTION - All of Section 26 Township 7N, Range 9W, Except SE¼ of NW¼, SW¼ of NE¼, E½ of SW¼, and W½ of SE¼.

Electricity	— A.P.S.	Gross Area	— 400 Acre ±
Water	— Aguila Water Co.	Net Area	— 360 Acre ±
Sewer	— Individual	Street Surface	— Manganese Tailings
Telephone	— Mountain Bell		
Police	— Sheriff		— Existing Improved Easements
Fire	— None		— Existing Easements
	— Existing Contours		

FAA - Airport Airspace Analysis Study No. 74-We-1-NRA 3-14-74.

EASEMENTS - Quit-Claim Deed for roadways, runway, taxiways and utilities recorded in Dkt 10959-Pg 160 and Dkt 12543-Pg 91 MCR.

All of the provisions of the Declaration of Covenants, Conditions and Restrictions, Operations Regulations, and any other provisions whatsoever, governing Eagle Roost Airdrome, including, without limiting the generality thereof, building set back lines, shall apply to all parcels, regardless of size. It is provided in said Declaration of Covenants, Conditions and Restrictions, recorded in Docket 10949, of page 466, that no parcel may be less than 5 acres.

Future easements, including, without limiting the generality thereof, easements for additional taxiways, roadways and utilities, may be provided by individual property owners for their convenience and/or for the convenience of other property owners.

N

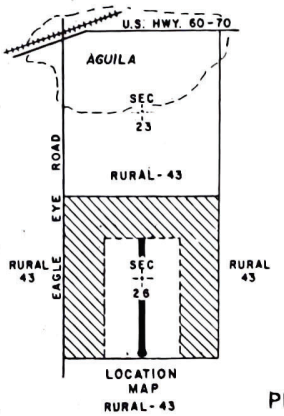
1" = 400' DEC. 1, 1977
REVISED MAY 15, 1978

PREPARED BY: REALTY INVESTMENT CO. DRAFTING DEPT. FOR REALTY INVESTMENT CO. AND OTHER OWNERS

MAILING ADDRESS:
REALTY INVESTMENT COMPANY
ONE WEST MADISON
PHOENIX, ARIZONA 85003
(602) 956-6070

SET BACKS - FOR HOUSES, HANGARS & OTHER BUILDINGS

	DEED RESTRICTION	COUNTY
FRONT	80'	40'
SIDE	60'	30'
REAR	80'	60'
RUNWAY	100'	-
HEIGHT	-	30'
HEIGHT LIMITATION AREA (INCLUDING ALL HANGARS)		20'



PLAN OF DEVELOPMENT FOR EAGLE ROOST AIRDROME

FOR RUNWAY PLAN & PROFILE SEE REPORT HEREWITH ALSO CASE Z74-13

N

Z78-2

Eagle Roost Airpark

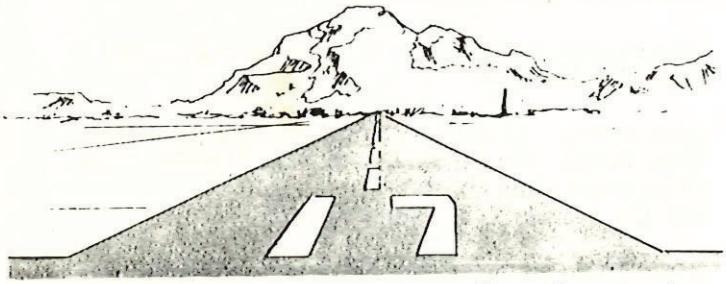
by

Realty Investment Company

Home Office
Box 10402, Phoenix, Az. 85064
Michael Sansone
(602) 678-0045

In Aguila
Shirley A. McKay
(520) 685-2445





Land it... in your own backyard.

Location. West central Arizona. 20 miles west of Wickenburg (the dude ranch capital of the world).

Eagle Roost - 65 miles WNW of Phoenix.

On PHOENIX Sectional Chart. Lat. 33 55' 00" N. Long. 113 10' 00" W.

Buckeye VOR 110.6 BXL Radial 315 , 30 N.M.

Aviation Services. Wickenburg - 18 miles.
Phoenix - 60 miles.
Prescott - 60 miles.
Blythe, California.- 75 miles.

Runway. Newly paved 3800 ft. N-S true bearing. Runway numbers are designated as 17 and 35.

There are no landing or take-off obstructions to the North which has a 1400 ft paved overrun in emergencies.

No obstructions to the South within 1 mile of the threshhold except desert growth.

The runway has a rise of approx. 20 ft from N. to S.

Runway Lights. Medium intensity lighting with automatic turn-on by five (5) quick clicks of aircraft radio on 122.9. To tunn-off, it takes seven (7) quick clicks. After lighting activation the lights automatically turn themselves off in 15 minutes.

Fire Protection. Fire station is located in Aguila just one & three-quarter mile from the entrance gate to Eagle Roost.

Town site of Aguila. Aguila is one mile North of Eagle Roost. It has services which includes community hall, library, several convenience markets, restaurants, service station, city park, post office, general auto parts, auto repairs. general stores and farm offices with packing operations. There are always workers and general laborers available for home construction and household maintenance.

Terrain. Level and slightly sloping from SE to NW which provides for excellent gentle surface drainage. The soil is a sandy loam and the farm areas around Aguila are famous for their 2 crops per year of growing. This sandy loam allows for maximum percolation, thereby, giving individual septic systems the premium disposal method. Gardening and growing table fruits and vegetables is a green thumb's delight. Visit the pilots who are growing plants like "Jack and his bean stalk".

Government Offices. Phoenix is the State Capital and county seat for Maricopa County .

Wickenburg has Sheriff's Station, City Police and a J.P. Court.

Aguila has an active fire and crime citizen posse with portable radios.

Taxes. Real estate tax assessments, in the Aguila area, is among the lowest in the county. Aguila is a townsite and not an incorporated entity. Therefore certain county services are not provided, which in tum cannot be a charge as a collectable towards a tax to property owners in the immediate area. Unless Aguila incorporates into a large community and needs local governing, taxes will continue to be low.

read pg 4 of amdmt to SV for S/B clarification dated 10/26/77

Recreation. The Colorado River is 79 miles West of the Colorado River. This is a No.1 area for water sports. The new Waddell Dam (the finest and largest interior lake in the western states) is only 45 miles East of Eagle Roost. You'll be hearing a great deal about this recreational lake in the near future.

Wickenburg (20 mi. E.) is a full shopping and service town with several resorts, dude ranches, golf courses, a tennis resort, riding academies and a top notched country club. All around Eagle Roost for miles and miles the government lands abound with outdoor recreational opportunities. 11,000 ft mountains at Flagstaff provide ski slopes within a 2 hour drive. There's no better fishing, skiing, hiking, rock hounding and hunting anywhere. State and Federal lands are open for public use.

The nearby mountains have many gold mines and Indian ruins to explore. There's opportunities for serious gold prospecting within 25 miles of Eagle Roost. The State of Arizona Minerals and Geology Departments will provide detail information and factual history for this enriched area. Ask Sansone about his mines and the professional data from the Geology Department of Arizona State University and several international exploration companies. These mine-sites are only 11 miles from Eagle Roost and they provide some of the most spectacular scenic and camping sites in the West. Bring a geologist's handpick, and get Sansone's maps and written permission to take some mineralized ore samples which are beautifully colored. If you need a pick we'll lend you one. In any event, bring your camera!

Weather. Eagle Roost is at 2,200 ft elevation. There is no smog. The air dry and clean. At this elevation it is 1,100 feet above Phoenix, so that, on an average Aguila is 5 to 10 degrees lower than Phoenix. However, this does not mean that it doesn't get hot in the summer, it certainly gets up to 100 or maybe 108. But the payoff is that it is much more dry than Phoenix since this area does not have all the sprinkled landscaping, swimming pools, trees, golf courses, paved streets, shopping centers, freeways and automobiles. The night are always much cooler after the desert rapidly gives up its heat shortly after the sun goes down. A good nights sleep will make any day a great day. Some dont get as much sleep as others because they are out at night reaching up to the stars that are so bright, clear, close and plenty of them. Sunsets and sunrises are spectacular. Of course all of these wonderful things also make for the finest unconjested and fun flying anywhere. It's your choice of any type of flying machine at Eagle Roost.

Rainy Spells. Yes, we have our rains from time to time to enjoy. The rains make a beautiful change to the desert flora, a real sight to behold. Our rain is uncontaminated. We have no hurricanes, mud slides, cyclones, typhoons, floods, snowstorms, tidal waves or any of that sort stuff.

Medical. A hospital and doctors offices are 20 minutes non-stop from Eagle Roost. A 90 minute drive will get you to Mayo Clinic in Scottsdale. A paramedic crew is always on standby with ambulance nearby in Aguila.

Schools. Aguila elementary. High school is by bus non-stop to Wickenburg. These schools rank high in their teaching and sports achievements. University and Junior colleges are 90 min to Phoenix.

Present Homes. There are 32 owner built homes in Eagle Roost at the time of this writing (1-1-95). There are 6 additional custom homes under construction. Most homes have hangars, either attached or free standing. Each parcel is on no less than a gross 5 acres. Consequently there is plenty of open spaces between each. There are homes that would cost an easy million dollars to replace. Then again there are homes that are desirable and functional that would be in the moderate price range. The variance of value between homes is not a concern since each owner is on his private ranch with plenty of wide open spaces and each is unique to itself. No one is trying to outdo the other.

Friendly Neighbors. Eagle Roost pilots concern themselves with the fun of sharing their flying with their pilot friends and neighbors. The owner's association in the community of Eagle Roost has been one of compatible pilots with a common goal, with a friendly and happy attitude towards each other.

All home-sites have a view of our famous landmark - Eagle Eye Mountain.

Post Office. In center of Aguila just two miles from Eagle Roost. The zip code for all mail is 85320. Post Office boxes rent for $7.00 / yr.
One day delivery to and from Phoenix.

UPS. There are two deliveries daily to and from your door. A UPS station is in Wickenburg.

Ownership of Runway, Taxi-ways, Roadways and Maintenance Equipment.
All of these items are owned by the owners of the land within Eagle Roost Airpark. The size Eagle Roost is a full section of land, which is 640 acres. The runway, taxi-ways and roadways are part of the common area that has been dedicated to a non-profit Arizona corporation, organized as Eagle Roost Management, Inc. Each of the 640 acres represents 1 share of the Corporation. Consequently each landowner has a share of all the common areas and equipment equal to his or her portion of land held within 640 acre Eagle Roost Airpark. 1 share (acre) has one vote in the corporation. There is no outside ownership or control regarding any facility within Eagle Roost.

Restrictions or CCRs. A copy of the Restrictions, flight operation regulations and amendments will be provided on request. Part of the restrictions are as follows:

Eagle Roost facilities are for the benefit of owners & their guests.

No mobile homes. No building prior to living facilities.

No building restrictions on time to start.

No commercial activities that encroach on residential zoning.

No off road vehicles to use common areas.

No unnecessary noise.

Plan approval of architectural committee. Mainly conventional design and desert tone colors.

Purchase Procedure. You need no money when you come to buy in Eagle Roost. After you have agreed to terms and price, walked the parcel of land you have selected, you give us the name you wish to take title insurance and your mailing address. From this information we will open an escrow with a major title company. Escrow Instructions will be prepared and sent to you from the title company. If all is as agreed the Buyer will sign the Instructions and include the small earnest deposit as part of the purchase price. It usually takes two or three weeks for title search and insuring before final closing and recording of the deed. Owner financing on easy terms.

Utilities. Water, electric and phone lines are underground and are available to each parcel of land in Eagle Roost.

East-West Emergency Runway. The 5,000 cross taxi way at the North end of the Eagle Roost runway is used in the event of adverse E-W cross winds. This is suggested only at pilot's discretion. The emergency cross taxi way is depicted as Ivor Rd. or Handshake Taxi way.

Delicious Drinking Water. If you come to Eagle Roost you should bring along some empty jugs to fill with our water so you can enjoy a delicious drink of coffee or tea at your next breakfast. You'll love it.

Water Supplier. Municipal water is supplied by Aguila Water Services, Inc. P.O. Box 1086 Sun City, Az. 85351. (602) 566-0167.

The water company is operated by franchise from the State of Arizona and is govern by the Rules and Regs. of the State Corp. Commission, Utilities Div. with compliance to State & County health provisions and requirements.

Water-Liquid Gold. This Valley of the Eagle sits on a canyon of subsurface pure potable water.

The Arizona Department of Water Resources has declared this Aguila Valley is not within it's water management area.

According to their Ground Management Code, "Assured Water Supply" means:

Sufficient ground water or surface water of adequate quailtywill be available to satisfy the water needs of the proposed use for at east 100 years.

Water wells, in this area, are unrestricted in the use of ground water.
This is very real asset in the area and will be for a long time to come.

The City of Phoenix paid $30,000,000 for ground water rights from acreage in this area for a future supply of domestic water to the City.

Land it..... in your own Backyard.

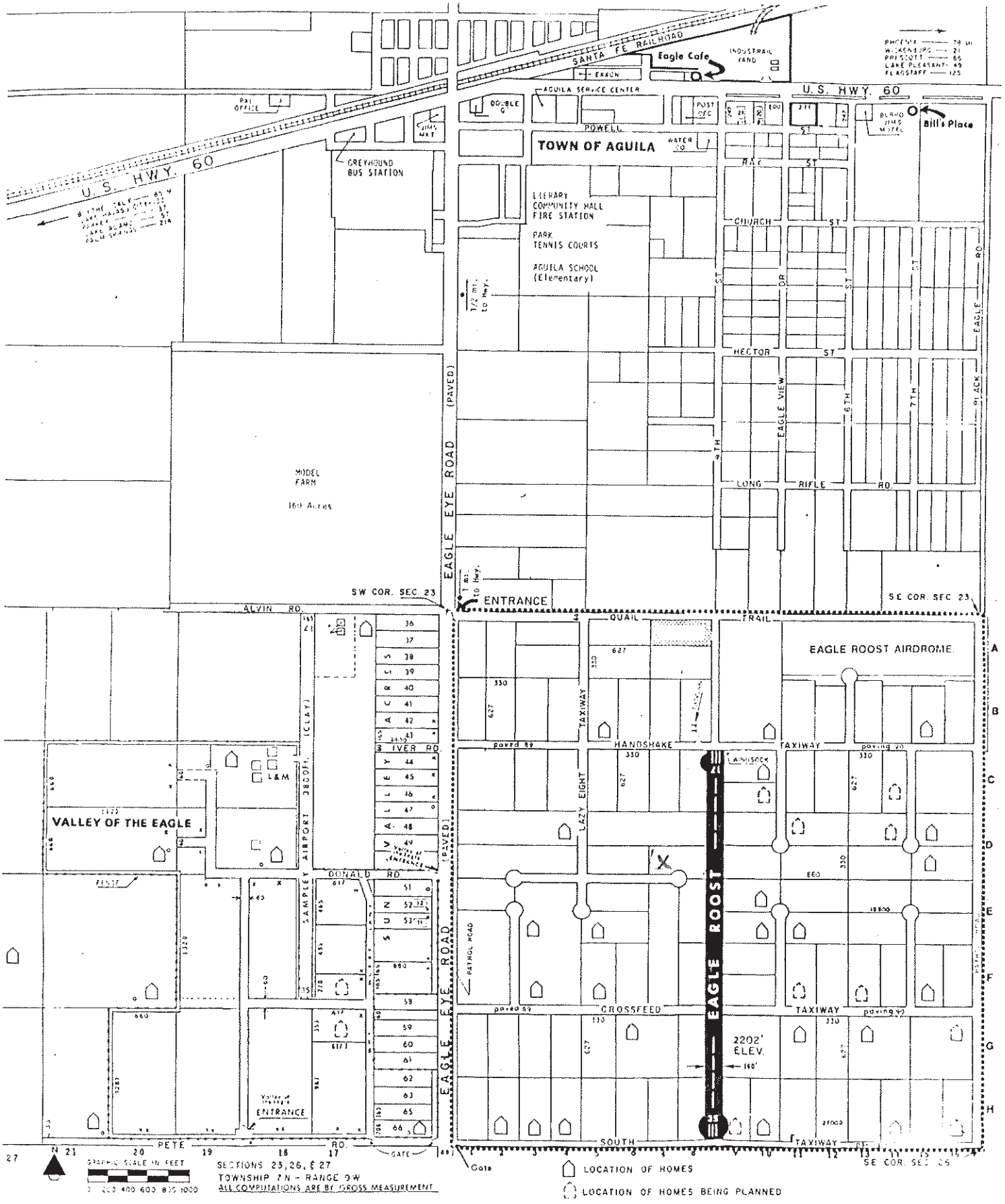
On-site Representative at Eagle Roost

Shirley A. McKay

P.O. Box 157, Aguila, Az. 85320
(520) 685-2445
FAX (520) 685-2501

Eagle Roost Airpark
by
Realty Investment Company
'RIC'
Home Office
P.O. Box 10402
Phoenix, Arizona 85064

Michael Sansone
(602) 678-0045
FAX (602) 943-0103


SANTA FE RAILROAD
Eagle Cafe
INDUSTRIAL YARD
EXXON
AGUILA SERVICE CENTER
U. S. HWY. 60
POST OFFICE
POWELL
TOWN OF AGUILA
WATER TOWER
Bill's Place
GREYHOUND BUS STATION
LIBRARY
COMMUNITY HALL
FIRE STATION
PARK
TENNIS COURTS
AGUILA SCHOOL
(Elementary)
1/2 mi. to Hwy.
RAY ST
CHURCH ST
HECTOR ST
EAGLE VIEW DR
4TH ST
6TH ST
7TH ST
BLACK RD
EAGLE RD
LONG RIFLE RD.
EAGLE EYE ROAD (PAVED)
MODEL FARM
160 Acres
SW COR. SEC. 23
ENTRANCE
1 mi. to Hwy.
SE COR. SEC. 23
ALVIN RD.
QUAIL TRAIL
EAGLE ROOST AIRDROME
TAXIWAY
HANDSHAKE
LAZY EIGHT
EAGLE ROOST
CROSSFEED
SOUTH
2202' ELEV.
RIVER RD.
DONALD RD.
PETE RD.
VALLEY OF THE EAGLE
L&M
SAMPLEY AIRPORT 3800 Ft. (CLAY)
FENCE
PATROL ROAD
GATE
Gate
SECTIONS 23,26, & 27
TOWNSHIP 7 N - RANGE 9 W
ALL COMPUTATIONS ARE BY GROSS MEASUREMENT
LOCATION OF HOMES
LOCATION OF HOMES BEING PLANNED

A. WEISSENBORN
PO Box 248
AGUILA, AZ 85320-0248

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

93-0204256

04/06/93 10:37

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AMENDMENT 3 TO THE DECLARATION OF COVENANTS, CONVENTIONS AND RESTRICTIONS EAGLE ROOST AIRDROME

PREAMBLE

Whereas the membership of Eagle Roost Management, Inc., is desirous of changing the existing Declaration of Restrictions, dated December 11, 1974 and recorded in the office of the Maricopa County Recorder as Docket 10949, Page 466 on December 12, 1974, the Amendment to the Declaration of Restrictions, dated June 14, 1976 and recorded as Docket 11800, Page 130 on August 6, 1976 and the Second Amendment to the Declaration of Restrictions, dated October 21, 1976 and recorded as Docket 11940, Page 265 on November 12, 1976, all applying to the land specifically described as follows:

> Section 26, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, hereinafter called the "property".

and the present membership having approved the change to the Declaration of Restrictions and its Amendments by a minimum vote of 75%, as required in Paragraph 19 of the existing Declaration of Restrictions, dated December 11, 1974, Docket 10949, and as certified in the minutes of the Board of Directors meeting of March 4, 1993, do hereby declare that the Declaration of Restrictions and the two (2) amendments described above are cancelled in their entirety and are replaced with the following covenants, conditions, stipulations and restrictions to which the aforedescribed property shall be made subject.

1. PROPERTY CONVEYANCE

From and after December 11, 1974, Realty Investment Company shall reserve and/or convey to Eagle Roost Management, Inc., a non-profit Arizona corporation, private roadways, utility easements and an approximate 60 foot private runway within an 160 feet in width easement running North and South on the mid-section line of the said Section 26 prior to, or in conjunction with sales of parcels of subject property. Such reservations and/or easements shall create easements for the exclusive use and benefit of Eagle Roost Management, Inc., the owners of parcels of the property and their guests and invitees for ingress and egress.

2. PROPERTY SUBDIVISION

No portion of subject property shall be subdivided, resubdivided, conveyed or encumbered in parcels containing less than five (5) gross acres, inclusive of adjacent roadway, runway and utility easements as may exist at this time, or may be hereafter created for the use and benefit of the owners of all or portions of subject property.

3. **EAGLE ROOST MEMBERSHIP**

All owners of portions of the property shall be and become members in Eagle Roost Management, Inc., by virtue of ownership of said property. The number of votes each member is entitled to shall be determined by the number of acres each owns (whether a fee interest or an equitable interest) on the ratio of one vote for each gross acre owned. (A gross acre includes all area within the boundaries of the parcel described and to the centerline of any adjoining private or public street, alley, easement or runway. Further, in determining acreage, Eagle Roost Management, Inc., shall be entitled to treat any section as being 640 acres in area and any fractional subdivision thereof as having approportionate area.) A membership is coupled with ownership of land, and such membership shall pass to owners on resale. A division of property by an owner shall result in a like division of membership consistent with the number of acres so conveyed.

4. **ASSESSMENTS**

The Board of Directors of Eagle Roost Management, Inc., shall, from time to time, establish assessments chargeable to its members to cover the actual costs of operation and maintenance of the facilities owned, operated and managed by the corporation for the benefit of its members.

Assessments shall be determined by a majority of the members of the Board of Directors at a regularly scheduled meeting of said Board of Directors. Each purchaser shall assume the obligation for payment for the entire calendar month in which the purchase occurs, to and including the end of the fiscal year of the purchase, and payment therefor shall be made in advance at the then established rate. Such assessments shall, at no time, exceed projected and/or actual costs of operation and maintenance of such facilities as shall be owned and/or managed by said Eagle Roost Management, Inc..

Each owner of any portion of the property by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to Eagle Roost Management, Inc., such assessments as are hereinbefore provided. Such assessments, together with interest at the highest legal rate of interest permitted to be charged, costs of collection and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successor in title unless it is expressly assumed or unless prior to such transfer of title, a lien for such assessment shall have been recorded in the records of the County Recorder of Maricopa County, Arizona.

Each of said owners expressly vests in Eagle Roost Management, Inc., or its agents, the right and power to bring all actions against each of said owners personally for the collection of said assessments and charges as a debt

and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of Eagle Roost Management, Inc., in a like manner as a mortgage of real property.

The lien provided for this section shall be in favor of Eagle Roost Management, Inc., and shall be for the benefit of all other owners. Eagle Roost Management, Inc., acting on behalf of the owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event that Eagle Roost Management, Inc., employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the owner, owners and parties against whom the action is brought shall pay all attorneys' fees and costs thereby incurred by Eagle Roost Management, Inc., in the event said Eagle Roost Management, Inc., prevails in any such action.

No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his land.

The lien hereinabove created shall be superior to all liens, except the liens for taxes and assessments by any authorized governmental body or special district, or the lien of a bona fide first mortgage or deed of trust against any property which includes residential building improvements thereon from the date of the recording of said instrument.

5. AIRCRAFT OPERATIONS

All owners of parcels of the property shall and do hereby grant a license to owners of aircraft which are authorized to utilize Eagle Roost Airdrome to conduct flight operations in accordance with the regulations herein imposed and waive any claim for invasion of airspace over and on the property for such operations, unless such operations should cause a hazard to life, limb or property by being in direct violation of these regulations or such regulations as established by any governmental agency having jurisdiction thereof. Any use of the taxiways, runway or other common areas shall be at the user's own risk.

6. VEHICLE OPERATION

No off road vehicles, whether 2-wheel, 3-wheel, 4-wheel or multi-wheel all terrain vehicle, shall be operated on any portion of the property except and unless such vehicle shall be equipped with proper noise suppressing devices installed in accordance with any noise abatement standard proposed and/or enforced by appropriate governmental agencies. Nor shall any such vehicle operate on the runway, or off the streets or roads within the property at any time, except on the property of the owner of such vehicle, and then only in such manner as to not create a disturbance to the owners of neighboring properties.

At no time shall any vehicle, except maintenance vehicles, operate on

the runway, except aircraft in the normal course of taxi, take-off and landing of such aircraft. Vehicles shall be permitted to cross the runway at East-West taxiways only after a full stop and verification that crossing will not interfere with landing, departing or taxiing aircraft.

Taxi operations of any aircraft shall be at such power settings so as not to create undue noise pollution and shall be consistent with normal aircraft operations as required for safe taxi, take-off and landing operations. Aircraft shall be permitted to taxi on any surface designed as a taxiway, and such aircraft in the normal course of taxi, shall have the right-of-way over all other vehicles. No vehicle shall be operated at a speed in excess of 35 MPH on any road or taxiway. Except for maintenance, no pedestrian traffic shall be permitted on the runway.

7. COMMERCIAL OPERATION

No commercial operation of any kind, type or nature shall be conducted on any portion of subject property, including but not limited to garages or facilities for repair of vehicles or aircraft; hospitals and rest homes; theatres or other places of amusement; bars or restaurants; or motels or hotels.

8. REPAIR, STORAGE AND PARKING

Any repair of motor vehicles or aircraft shall be conducted in an enclosed structure for the personal use of the owner only. No disabled motor vehicle or aircraft shall be stored, except in an enclosed structure. No motor vehicle or aircraft shall be parked on any of the private streets or roads at any time.

9. LIVESTOCK

Livestock and poultry, except for swine, may be kept and maintained on any portion of said premises, provided (i) the owner thereof shall keep and maintain adequate fencing to prevent straying (especially on the runway); (ii) corral and grazing areas shall not be closer than 100 feet from any residence or water supply; (iii) all corral and grazing areas shall be maintained in a neat, sanitary manner so as to not become offensive to the neighborhood, and all waste materials shall be appropriately buried in the ground or hauled to an appropriate sanitary landfill area.

10. REFUSE/DEBRIS

No refuse or junk or other debris shall be dumped or permitted to remain on any portion of subject property. Lot or parcel owners will be responsible for the proper and sanitary disposal of their own refuse and garbage by hauling to an appropriate and approved sanitary landfill.

11. RENTALS

Any owner renting his/her residence in Eagle Roost to another party shall be held responsible by Eagle Roost Management, Inc., for the renter's

conformance to all of the provisions of the CC&Rs. Maricopa County ordinance governing the number of families occupying a single family residence apply to all residences in Eagle Roost.

12. **BUILDING APPROVAL**

A) No building addition, fence, accessory, cabanas, steps or other structures or improvements shall be commenced, erected or maintained on any lot, nor shall any addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans location and approximate cost of each structure or improvement have been submitted to and approved in writing by Eagle Roost Management, Inc.

B) In the event the Architectural Committee cannot in good faith approve any owner's plans, drawings or specifications, the matter may be presented to the Board of Directors. Should the Board of Directors fail to approve the plans, drawings or specifications, the matter may then be presented to the membership. Any expense involved notifying the entire membership will be borne by the member appealing the Board's action. Approval by the majority of the owners of parcels (not based on the number of acres owned) shall be required to override the decision of the Board.

13. **BUILDING REQUIREMENTS**

A) The final appearance of any building or structures will be such that they are considered to blend in the area. Natural earth-tone colors are to be used. No shiny aluminum or steel roofing or sheds shall be permitted.

B) The highest point of any building or structure shall not be more than 24 feet above the undisturbed terrain. No building shall be more than two stories. If a member desires a taller structure, it must be approved by a majority of the membership. Any expense involved notifying the entire membership will be borne by the member requesting the variance.

C) No mobile home may be placed on any lot or parcel until approved in writing by the Eagle Roost Management, Inc., as to size, condition, appearance and location. Said mobile home must have complete sanitary facilities that are connected to sewage outlets in conformity with State health requirements.

D) There shall not be more than one home and one guest house permitted on any lot in Eagle Roost. A guest house shall be defined as a building with sleeping quarters and bath, but no kitchen facilities.

E) No garage, hangar or accessory building shall be used as living quarters except as allowed for temporary living quarters as defined in Paragraph 15 below.

F) No fences, buildings or other obstructions of any kind shall be higher or extend to a height greater than 2 feet within 130 feet on either side of the centerline of the runway. No fences of any kind shall be higher or extend to a height greater than 6 feet on any of said property outside of the

aforesaid 130 foot setback. No wall of any building shall be built or permitted to remain closer than 80 feet from the exterior boundaries of any roadways and 60 feet from any side property line.

14. **CONSTRUCTION**

A) If any used material will be included in construction, the owner must so inform Eagle Roost Management, Inc.

B) No completed or partially completed buildings shall be brought in and placed on any lot until the owner has the written approval of Eagle Roost Management, Inc.

15. **TEMPORARY LIVING QUARTERS**

A) Temporary living quarters may be used while owners are constructing a permanent residence. Use of temporary living quarters must be requested of, and approved in writing by, Eagle Roost Management, Inc.. Use of temporary living quarters shall only be approved during the period of actual construction as evidenced by a valid and current building permit. At any time that work stops and the building permit is allowed to lapse the temporary living quarters must be vacated and, if not a permanent structure, must be removed from the property.

B) Use of self contained travel trailers or motor homes as temporary living quarters is permissible in accordance with the procedures above. The owner must also meet all Maricopa County requirements for the use of a travel trailer or motor home.

C) Should a permanent building which includes full sanitary facilities exist on the property at the time of construction of the primary residence it may be used as temporary housing during the period of active construction as defined above.

16. **LANDSCAPING**

A) No plantings with a mature height in excess of four (4) feet are to be planted within one hundred (100) feet of the center of taxiway intersections to ensure retention of adequate visibility. Existing plantings are exempt from this requirement. The height may be further restricted by the requirement for no penetration of the runway clear zone.

B) No trees or shrubs are to be planted within any easement to prevent damage to underground utilities.

C) Any exterior lighting erected on any lot shall be shaded so as not to create a nuisance to the owners of adjacent lots or to users of roadways or runways.

D) No drying lines for the drying or airing of fabrics or other material will be permitted on the site.

E) No tanks of any kind with a height greater than six (6) feet above the average level of the surrounding terrain shall be erected, placed or permitted on any lots. Any walls, roofs or shades surrounding the tanks shall comply with the requirements for this type of structure. All tanks shall be screened from view from the runway, taxiways and adjacent properties to prevent them from becoming an eyesore.

F) No billboards or advertising signs of any kind or nature shall be permitted to be placed or remain on any parcel within the property. A single "FOR SALE" sign advertising a lot or parcel for sale shall be permitted. This single sign shall be no larger than four (4) square feet, and no higher than three (3) feet from the top of the sign to the ground.

17. CHANGES TO COVENANTS, CONVENTIONS AND RESTRICTIONS

The covenants are understood and agreed to be, and shall be taken and held to be for the benefit of all parcel owners, be they such now, or become such hereafter, and all covenants herein contained attach to the land and run with the title thereto and shall be binding on all owners of parcels within subject property unless, by a vote of seventy five (75) percent of the then owners of parcels, in writing duly acknowledged and recorded, it is agreed to change said covenants in whole or in part.

18. ENFORCEMENT OF COVENANTS, CONVENTIONS AND RESTRICTIONS

Deeds of conveyance of said property, or any part thereof, may contain the above restrictions and covenants by reference to said document but whether or not such reference is made in such deeds, or any thereof, each and all such restrictions and covenants shall be valid and binding upon the respective grantees, or any one of them.

Violation of any one or more of such restrictions and covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator, provided, however, that a violation of these restrictions and covenants, or any one of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record, upon such property or any part thereof.

Violators of any such restrictions and covenants shall pay all costs and reasonable attorney's fees resulting from any legal or court proceedings or any other proceedings necessary to correct the violations, if there is a finding agaist said violators.

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

Executed this 2nd day of April, 1993, by Eagle Roost Management, Inc., a non-profit Arizona corporation.

Eagle Roost Management, Inc.

H. E. Weissenborn, President

Mary Meyer, Secretary

When recorded mail to:
Eagle Roost Management, Inc.
P.O. Box 187
Aguila, AZ 85320

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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AMENDMENT 4
DECLARATION OF COVENANTS, CONVENTIONS AND RESTRICTIONS
EAGLE ROOST AIRDROME

WHEREAS the membership of Eagle Roost Management, Inc., is desirous of changing the existing Amendment 3 to the Declaration of Restrictions, dated April 2, 1993 and recorded as Document 93-0204256 on April 6, 1993, all applying to the land specifically described as follows:

> Section 26, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, hereinafter called the "property".

and the present membership having approved a change to the Declaration of Restrictions by a minimum vote of 75%, as required in Paragraph 17 of Amendment 3 of the Declaration of Restrictions and as certified in the minutes of the Annual Meeting of the membership on May 4, 1996, do hereby amend and modify said Declaration of Restrictions by changing Section 5. AIRCRAFT OPERATIONS to read as follows:

"5. AIRCRAFT OPERATIONS

A) All owners of parcels of the property shall and do hereby grant a license to owners of aircraft which are authorized to utilize Eagle Roost Airdrome to conduct flight operations in accordance with the regulations herein imposed and waive any claim for invasion of airspace over and on the property for such operations, unless such operations should cause a hazard to life, limb or property by being in direct violation of these regulations or such regulations as established by any governmental agency having jurisdiction thereof. Any use of the taxiways, runway or other common areas shall be at the user's own risk. Operations regulations are specified in document Docket 10949, Pages 0475 through 0477."

EXCEPT as amended herein, the existing Declaration of Restrictions and its Amendments shall remain in full force and effect. Executed this 28th day of June, 1996, by Eagle Roost Management, Inc., a non-profit Arizona corporation.

Eagle Roost Management, Inc.

H. E. Weissenborn, President

Debbie Cumback, Secretary

When recorded mail to:
Eagle Roost Management, Inc.
P.O. Box 187
Aguila, AZ 85320-0187

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
97-0291013 05/01/97 12:20
KATHERINE

AMENDMENT 5
DECLARATION OF COVENANTS, CONVENTIONS AND RESTRICTIONS
EAGLE ROOST AIRDROME

WHEREAS the membership of Eagle Roost Management, Inc. is desirous of changing the existing Amendment 3 to the Declaration of Restrictions, dated April 2, 1993 and recorded as Document 93-0204256 on April 6, 1993, all applying to the land specifically described as follows:

> Section 26, Township 7 North, Range 9 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, hereinafter called the "property".

And the present membership having approved a change to the Declaration of Restrictions by a minimum vote of 75% as required in Paragraph 17 of Amendment 3 of the Declaration of Restrictions and as certified in the minutes of the Annual Meeting of the membership on April 19, 1997, do hereby amend and modify said Declaration of Restrictions by adding a new paragraph, 5 B), and deleting an existing paragraph, 16 D), as detailed below.

1. Following section 5 paragraph A) add paragraph B):

B) All purchasers of property and residents of Eagle Roost Airpark acknowledge that they are aware this is a fly-in community and that a private airport is contained within this community. The buyer/occupant hereby waives all and any objections to aviation activities carried out or connected with the airport.

2. Delete section 16, paragraph D) as shown below:

D) Deleted in its entirety.

EXCEPT as amended herein, the existing Declaration of Restrictions and its Amendments shall remain in full force and effect. Executed this 23rd day of April, 1997 by Eagle Roost Management, Inc. a non-profit Arizona corporation.

Eagle Roost Management, Inc.

H. E. Weissenborn, President

Maryann Hewitt, Secretary

Gmail **Gene Wilson <fastbuggy123@gmail.com>**

Setback issue

6 messages

Neil Oltman <nro5690@gmail.com> Mon, Dec 8, 2025 at 1:32 PM
To: fastbuggy123@gmail.com

Hi Gene,
Neil Oltman here. I'm your neighbor caddy corner from your Williams road lot. Bob Symns mentioned in an email that you are a new member on the architectural committee. I am looking to try several means to get Maricopa county planning and development to change their stance on the runway setback either by convincing them to accept the provision in the special use permit that allows for the airpark to make its own restriction changes and allow the 130' setback, have them just use RU-43 zoning requirements, apply for a waiver or variance, or petition the county to amend Z78-2. Please let me know one way or another if you may be pursuing something the fix this and, if so, would you be interested in working together.
I understand from the last meeting that some on the board wants to put a vote out the community to permanently make the setback 180'. You are probably aware that this would make the buildable area on our properties only 1.04 acres of the 5 acres. I don't believe any reasonable person would view this as acceptable since we purchased the lots with the understanding we could use the 130' setback.
I have a zoning attorney lined up if I cannot get the county to move on my own.
Please let me know at your earliest if you have any ideas.
Thanks, Neil
505-280-6960
Sent from my iPad

Gene Wilson <fastbuggy123@gmail.com> Mon, Dec 8, 2025 at 7:23 PM
To: Neil Oltman <nro5690@gmail.com>

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To: Gene Wilson <fastbuggy123@gmail.com>

Gene,
Thanks for getting back to me. Your response comes rather timely with my back and forth texts with Bob Symns. Funny. We were discussing a certain board member. I am aware of the AZRE.
My focus right now is to have the zoning attorney fight this with the county. I am confident they will win. My other focus is to get the hangar built which means I need a permit. The civil engineer is now adjusting the site plan.
Filing with AZRE or a civil action is a later matter. Mr. Dickey has no basis for denying me anymore for these permit application corrections. I am fully aware of every aspect of how the architectural committee went beyond its authority and acted unreasonably and contrary to their fiduciary responsibility.
As I told Bob Symns, the zoning attorney is in the works already.
You're right, lots of moving parts.
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I believe he is the person I've been hearing about. I don't think anybody has the authority to make him do anything. Just a bunch of drama.

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>>>> To address the issue of a bunch of people trying to change our setback by vote, it can never happen. The ARIZONA REVISED STATUTES for a partial change of ccr within an established subdivision specifically states that ALL people affected by the change have to be a yes vote or no bueno.
>>>> So, I’m not worried about these folks in here that don’t care about our investment or how we would be affected, I’m more concerned that the county come up to speed on our legitimate change to the ccr’s in 1994.
>>>> Hope this helps. I’m available to talk on the phone any time. Unfortunately, Verizon has other plans for us here in Aguila.
>>>> 9282401244
>>>>
>>>>>> On Dec 8, 2025, at 1:32 PM, Neil Oltman <nro5690@gmail.com> wrote:
>>>>>
>>>>> Hi Gene,
>>>>> Neil Oltman here. I'm your neighbor caddy corner from your Williams road lot. Bob Symns mentioned in an email that you are a new member on the architectural committee. I am looking to try several means to get Maricopa county planning and development to change their stance on the runway setback either by convincing them to accept the provision in the special use permit that allows for the airpark to make its own restriction changes and allow the 130' setback, have them just use RU-43 zoning requirements, apply for a waiver or variance, or petition the county to amend Z78-2. Please let me know one way or another if you may be pursuing something the fix this and, if so, would you be interested in working together.
>>>>> I understand from the last meeting that some on the board wants to put a vote out the community to permanently make the setback 180'. You are probably aware that this would make the buildable area on our properties only 1.04 acres of the 5 acres. I don't believe any reasonable person would view this as acceptable since we purchased the lots with the understanding we could use the 130' setback.
>>>>> I have a zoning attorney lined up if I cannot get the county to move on my own.
>>>>> Please let me know at your earliest if you have any ideas.
>>>>> Thanks, Neil
>>>>> 505-280-6960
>>>>> Sent from my iPad

Gmail **Gene Wilson <fastbuggy123@gmail.com>**

Special use permit completion

Bob Symns <president@eagleroost.org> Tue, Jan 20, 2026 at 6:50 PM
To: Gene Wilson <fastbuggy123@gmail.com>

Gene, reference to special use permit is the county planning and zoning that are trying to enforce the 1978 special use permit amendment that changed and added more acreage to the original 1974 special used permit. Their rules are obviously for the purpose of building permits are something that we cannot control as an HOA.
Having said that, I believe that they need to review their policy as the 1974 special use permit should govern all properties within that original special use permit and then the 1978 permit that added additional acres should pertain only to the additional acres, in my way of thinking. So logically if someone would have put in for a building permit with the county in 1975, or 1976 or 1977 or basically anytime prior to the additional acreage being accepted on their special use permit, what would they have required for a setback then? I submit that they would have to go to their own regulation 1111.3 which is 140 foot set back from the center line of the runway.
This week I will contact them and see if they follow my logic and maybe we can fix this. Otherwise, the land owners who are affected may have to go to the board of adjustment to get this resolved. The HOA rules as they stand now would allow a 140 foot setback.
I will let you know what I find out and keep you apprised
Sincerely,
Bob Symns

> On Jan 19, 2026, at 12:07 PM, Gene Wilson <fastbuggy123@gmail.com> wrote:
>
> Good morning Bob, checking in to see if the SUP is going to be completed by submitting the appropriate application to amend the 100’ side yard setback to the 60’ side yard setback as described in the 1993 CC& R approved document.
[Quoted text hidden]

Gmail **Lynda Wilson <flysilly@gmail.com>**

action request from taxiway lot owners Gene and Lynda Wilson

6 messages

Lynda Wilson <flysilly@gmail.com> Sat, Jan 24, 2026 at 9:27 PM
To: president@eagleroost.org, vicepresident@eagleroost.org, secretary@eagleroost.org, maint@eagleroost.org, arch@eagleroost.org, Leighman@inbox.com, jmoore11199@earthlink.net, bdpaden@yahoo.com, dazict@hotmail.com
Cc: Gene Wilson <fastbuggy123@gmail.com>

Good evening -

Attached please find an action request from us related to our taxiway property in the airpark.

Thank you,

Gene and Lynda Wilson

2 attachments

HOMEOWNERS' ASSOCIATIONS 2024.PDF#_~_text=The CC&Rs constitute the enabling document, which,buys a home in such a development,.pdf
366K

Eagle Roost BOD 01-24-2026.docx
49K

jmoore11199@earthlink.net <jmoore11199@earthlink.net> Sat, Jan 24, 2026 at 9:27 PM
Reply-To: nobody@earthlink.net
To: Lynda Wilson <flysilly@gmail.com>

I apologize for this automatic reply to your email.

To control spam, I now allow incoming messages only from senders I have approved beforehand.

If you would like to be added to my list of approved senders, please fill out the short request form (see link below). Once I approve you, I will receive your original message in my inbox. You do not need to resend your message. I apologize for this one-time inconvenience.

Click the link below to fill out the request:

https://webmail1.earthlink.net/newaddme?a=jmoore11199@earthlink.net&id=11f0-f9a6-2bd61f24-b85d-00144ffba2e3

Lynda Wilson <flysilly@gmail.com> Sat, Jan 24, 2026 at 9:33 PM
To: Gene Wilson <fastbuggy123@gmail.com>

My e-mail to Julie bounced because I'm not on her list of approved senders. The link in her automated reply goes to a request page, but when you start typing, it flips you over to a page to open an Earthlink account. Can you forward the message to her so she'll get it?

---------- Forwarded message ---------
From: <jmoore11199@earthlink.net>
Date: Sat, Jan 24, 2026 at 9:27 PM
Subject: Re: action request from taxiway lot owners Gene and Lynda Wilson
To: Lynda Wilson <flysilly@gmail.com>

I apologize for this automatic reply to your email.

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Click the link below to fill out the request:

https://webmail1.earthlink.net/newaddme?a=jmoore11199@earthlink.net&id=11f0-f9a6-2bd61f24-b85d-00144ffba2e3

Lynda Wilson <flysilly@gmail.com> Sat, Jan 24, 2026 at 9:35 PM
To: jmoore11199@earthlink.net

Hi Julie -

The request link doesn't work so I'm sending another message in hopes this one gets through. The previous one may have been identified as Spam because it was being sent to multiple people.

Anyway if you get this, I hope you're doing well!!

Thank you,

Lynda Wilson

On Sat, Jan 24, 2026 at 9:27 PM <jmoore11199@earthlink.net> wrote:

> I apologize for this automatic reply to your email.
>
> To control spam, I now allow incoming messages only from senders I have approved beforehand.
>
> If you would like to be added to my list of approved senders, please fill out the short request form (see link below). Once I approve you, I will receive your original message in my inbox. You do not need to resend your message. I apologize for this one-time inconvenience.
>
> Click the link below to fill out the request:
>
> https://webmail1.earthlink.net/newaddme?a=jmoore11199@earthlink.net&id=11f0-f9a6-2bd61f24-b85d-00144ffba2e3

Bob Symns <president@eagleroost.org> Mon, Jan 26, 2026 at 3:51 PM
To: Lynda Wilson <flysilly@gmail.com>

We have received your correspondence and it will be shared with the Board of Directors. You should take note that the HOA covenant conventions and restrictions are more lenient than the county planning and zoning commission.
The matter will be under advisement and we will get back to you
Sincerely,
Bob Symns, president ERM Inc

> On Jan 24, 2026, at 9:27 PM, Lynda Wilson <flysilly@gmail.com> wrote:
>
>
> Good evening -
>
> Attached please find an action request from us related to our taxiway property in the airpark.
>
> Thank you,
>
> Gene and Lynda Wilson
> <HOMEOWNERS' ASSOCIATIONS 2024.PDF#_~_text=The CC&Rs constitute the enabling document, which,buys a home in such a development,.pdf>
> <Eagle Roost BOD 01-24-2026.docx>

Lynda Wilson <flysilly@gmail.com> Mon, Jan 26, 2026 at 8:17 PM
To: Gene Wilson <fastbuggy123@gmail.com>

---------- Forwarded message ---------
From: **Bob Symns** <president@eagleroost.org>
Date: Mon, Jan 26, 2026 at 3:51 PM
Subject: Re: action request from taxiway lot owners Gene and Lynda Wilson
To: Lynda Wilson <flysilly@gmail.com>

We have received your correspondence and it will be shared with the Board of Directors. You should take note that the HOA covenant conventions and restrictions are more lenient than the county planning and zoning commission.
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> Good evening -
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> <Eagle Roost BOD 01-24-2026.docx>