

Declaration of Covenants, Conditions & Restrictions

WITNESSETH:

On this 2nd day of July, 1998, Flying Diamond L.L.C., (hereinafter referred to as declarant) being one hundred percent (100%) owner of the property described in Exhibit A and hereinafter referred to as the "property" does hereby declare:

That the declarant is hereby establishing and creating certain covenants, conditions and restrictions (hereinafter referred to as CC&R's) upon which the said property described in Exhibit A, plus any future additions under paragraph 19, shall be used, improved, occupied or developed by the owner(s) hereof, as permitted by Arizona Law. Said CC&R's shall run with the land and be binding upon all persons having or acquiring any right, title or interest in the property, or any portions thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

Purpose

The purpose of these restrictions is to prevent nuisances or damage to the inherent beauty and attractiveness of the property, to maintain the character of the area, and to secure for each owner the full benefit and enjoyment of his property with no greater restriction on the free and undisturbed use of his property than is necessary to insure the same advantages to other owners.

ARTICLE II

Enforcement

The Declarant or any subsequent owner of any part of the property shall have the right to enforce these restrictions at any time by any proceeding in law or equity.

ARTICLE III

Protective Restrictions

Definition: An acre, herein, is defined as a standard acre of 43,560 square feet.

1. Refuse, Dumping and Nuisances: No parcel or any portion thereof shall be used in full or in part for the storage or dumping of rubbish, debris, surplus or scrap of any character whatsoever, nor for the storage of any bulk or construction material except during the construction of a building. Storage of any other items that will cause any parcel or roadway to appear in an unclean or unkempt condition is prohibited. Any substance, thing or material kept upon any parcel that emits foul or obnoxious odors or that causes any noise that unreasonably disturbs the peace, quiet, comfort or serenity for the occupants of surrounding property is prohibited.

2. Dwellings: (Amendment II) *All dwellings shall be site-built with a minimum of 1500 square feet of living area, exclusive of garages, porches and patios. Manufactured homes are not permitted. However, any current owner at the time of recordation of this Amendment (3/29/06) may comply with the rescinded Paragraph 2 until such time as the parcel, or any portion thereof is sold, at which time the new owner or owners must comply with this Paragraph. (Note: Manufactured homes in place at the time of this Amendment are not subject to this change. Any owner grandfathered under this provision shall be bound by the requirements for manufactured homes as stated in the original CCRs for Flying Diamond Airpark dated July 2, 1998.)*

A. An aircraft hangar may be incorporated within the dwelling; however, it shall blend naturally with the dwelling. Metal siding may be used for the hangar portion only if it conforms in color to the dwelling and the color requirements of paragraph 3.

B. Each four acre parcel may include one guest house of less than 800 square feet living area in addition to the dwelling. Said guest house must be site built, and should the guest house be constructed in advance of the primary residence, the primary residence must be commenced within 12 months of the (Amendment II) date Pima County approves the building permit for said guest house and both the guest house and primary residence must meet the requirements of paragraph 5.

3. Structures, including dwellings: Prohibited structures are (a) structures of more than 22 foot height, (b) geodesic or domed structures, (c) "A" frame structures, (d) Quonset huts, (e) site-built structures built elsewhere and moved to or placed upon the property, either as a single unit or as part of another building being constructed on said property. Prohibited materials include: (a) metal siding, except as related to aircraft hangars in this paragraph and paragraph 2, (b) flat cement block walls without stucco, and (c) metal roofs except for copper or factory painted metal panels with rectangular ribs. The color of all structures shall be neutral, earth tone, or off-white, and shall not be bright, highly reflective or clash with the natural desert colors.

The owner of any parcel of said land having a total area of four acres or more shall have the right to erect not more than one aircraft hangar, and said hangar shall have a floor area of (Amendment I) *not more than six thousand square feet*, which may be used for storage of aircraft, vehicles and related equipment. Such hangar may use metal siding, however, the metal siding shall conform to the color requirements of this paragraph and shall blend naturally with the dwelling.

Exception allowed to paragraphs 2 & 3: Mobile homes, RVs or trailers may be used for temporary housing during construction of a permanent dwelling for a period not to exceed twelve months from the date first placed on the parcel providing a valid building permit exists for a site-built dwelling. Any such temporary living quarters must be 10 years old or newer at time of placement and must substantially

conform to colors defined in paragraph 3 (trim colors may be non-conforming). Mobile homes or trailers must be skirted within 30 days of placement. After the twelve-month allowance, said temporary housing shall be removed from the property.

Additionally, paragraphs 2 and 3 shall not apply to any structures which are existing at the time of this declaration nor to any of said property designated or used as well sites.

4. Waste Products: All dwellings shall be equipped with water flush toilets. All toilets, sinks or other sanitary conveniences shall be located within the residence.
5. Construction Time: All structures shall be fully completed to appear finished on the exterior within 12 months of the issuance of the building permit or, if no permit is required, within 12 months of ground breaking. No structure may be built upon a recorded easement or right-of-way. (Amendment II) *EXCEPTION: Insofar as the hangar erected by Larry Bramhall was carefully measured from a set survey pin, and said survey pin was in error, the hangar erected by Larry Bramhall shall not be subject to this Paragraph.*
6. Motor Vehicles, Trailers and Boats: Non-operative (more than 30 days)(Amendment II) *and/or non-registered(more than 30 days) motor vehicles, parts, trailers, construction equipment, machinery, recreational vehicles of any type, boats or any similar wheeled objects* shall not be stored on any road, and may be stored on the property only if hidden from view by a fully enclosed building, fence or vegetation. Off road vehicles, motorcycles, go-carts and other motorized vehicles may not be operated in a repetitious manner, such as racing or circular operation on the property or on easements or roads within the property, but reasonable egress and ingress to the property by such vehicles is allowed.
7. Walls and Fences: All walls and fences shall be limited to a height of 6 feet. Flat cement block walls must be stucco coated.
8. Animal Control: Noisy animals and commercial livestock operations are prohibited. Animals are not permitted to run free on the property and must be confined by fences. Any animal or animals determined to be a nuisance, by vote of the owners of a majority of the nearest 6 parcels shall be quieted or eliminated. However, nothing herein shall prohibit the keeping of domestic pets or horses for the personal enjoyment, recreation and pleasure of any owner of any portion or parcel of said property who has constructed and is occupying a dwelling thereon, although, only the following types and numbers of animals are permitted. Provided all appropriate measures are taken by the lot owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals and that all such animals are confined by fences or walls, and are not raised for commercial purposes, the following animals are permitted per 4 acre parcel:
 - A. 3 dogs and/or 4 cats:

- B. 3 horses, mules, burros or other large animals (or combination);
 - C. small animals, maximum of 5 per parcel, if contained by fences or cages; other small animals that are considered household pets and primarily reside in the dwelling.
9. Elevated Structures, Tanks and Antennae: No exploration, boring, drilling, pumping or mining of natural resources other than water for domestic use are permitted on the property. No commercial transmission and/or receiving equipment for radio or television shall be erected, placed or permitted upon any part of the property. Television receiving antennae, including satellite dishes, are permitted for residential use, however, such antennae shall not exceed five feet above the highest roof line and antennae larger than twenty-four inches in diameter, wherever located, shall be enclosed so as to not be visible by neighboring property owners. No elevated tanks of any kind shall be erected, placed or permitted upon any part of a parcel. Any tanks for use in connection with any residence constructed on the parcel, including tanks for the storage of fuel oil, gasoline, or oil shall be enclosed so as not to be visible by neighboring property owners, except water tanks used in connection with active or passive solar heating and/or cooling may be placed on roof tops. Tanks used for the storage of propane or water may be placed above ground subject to all applicable governmental laws, rules and regulations.
10. Utilities: All utilities installed, constructed or located on the property shall be underground.
11. Conservation of Trees and Native Vegetation: Removal of saguaro cactus of any size and trees with a trunk measuring more than 4" in diameter when measured one foot above ground level is not permitted unless absolutely necessary for the construction of dwellings, outbuildings, driveways, roads, ramp areas and/or swimming pool or other structures and must be replanted on the property if removed. Other native vegetation on said property shall not be removed or destroyed except as is necessary to clear a pad for construction of permitted improvements and driveways or paths required for access to the improvements. The maximum allowable clearing of native vegetation per parcel is 20,000 square feet not including existing easements. Replanting or replacement of any such native vegetation unnecessarily removed, with the cost of such replanting or replacement to be borne by the owner of the parcel from which it is removed, shall be required if requested by a majority of adjoining parcel owners or the Declarant. Native vegetation is defined as including all native trees, cactus, plants, grasses and shrubs.
12. On-Site Disposal of Environmentally Sensitive Substances Prohibited: Disposal on the subject property of any substances which may be considered toxic or environmentally sensitive is expressly prohibited. Disposal of any substances which may contaminate the ground water is prohibited. These substances include, for example, but are not limited to, paints, solvents, cleaning fluids, paint strippers, anti-freeze, fuel and oil
13. Hunting/Trapping/Firearms: Hunting, trapping, poisoning and the discharge of firearms is prohibited.

14. **Set Backs:** All dwellings and guest houses must be set back at least 75 feet from the boundary of the parcel upon which such dwelling is constructed. Animal pens, corrals, enclosures, arenas, storage buildings, barns or other structures must be set back at last 50 feet from parcel boundaries. However, adjacent owners may disregard these set-backs on mutual boundaries by signing agreement contracts. Should these setback requirements cause undue siting problems caused by washes, hard rock surface, or other such geologic impediment, setbacks for these problems only may be reduced, but not less than 50 feet from the parcel boundaries.
15. **Outdoor Lighting:** All exterior lights and illuminating devices are required to be shielded and restricted so as to prevent the direct light source from being visible from any other parcels adjoining said property.
16. **No Commercial Uses:** No portion of said property shall be used in whole or in part for commercial crops, orchards, gardens or other commercial farming or agricultural uses. However, nothing herein shall be construed to prohibit gardens, greenhouses or growing areas as any owner may establish for their own use. No portion of said property, except as noted in Exhibit B, shall be used in whole or in part for business or commercial activities of any sort whatsoever except for those normal "in-home" business activities, as permitted by State, County or Municipal ordinances. No billboards or advertising signs of any character, except for signs advertising a parcel for sale or rent, may be erected, placed, permitted or maintained on said property or any parcel thereof.
17. **Parcel Owner to Maintain His Property:** Each portion of the property shall be maintained by each parcel owner in a clean, neat and attractive natural condition at his own expense.
18. **Access of Easements Reserved:** No dwelling, garage, outbuilding, other structure of any kind or fence shall be built, erected or maintained upon any easements, reservations or rights-of-way, and easements, reservations or rights-of-way shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to the Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereafter be reserved. Property owners shall not place any items, including but not limited to mail boxes, objects, fence, shrubs or trees in or on any road right-of-way or easement.
19. **Additions to Property:** In the year 1998, owners of land within the area described as Exhibit "C" may become a party to this document, by recordation of the declaration (Exhibit "D") signed and notarized by one hundred percent of owners of the portion of additional property or properties to be added. Upon recording of said declaration, said owner(s) shall be bound by the CC&R's contained herein, and are hereby granted irrevocable access if permitted by law, to the easements currently containing the airstrip

known as Flying Diamond, as recorded in Docket 10543, Pages 2511-2512-2513-2514, Pima County, Arizona.

20. Subordination of Liens: No sale, transfer or conveyance of any kind shall relieve any parcel owner from the liability for any fees, charges or assessments thereafter becoming due or the lien for any such sums.
21. Scope, Duration of Restrictions: All of the protective restrictions and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof and each grantee or purchaser under a contract of sale or agreement of purchase, accepts the same subject to the protective restrictions and easements set forth in this Declaration, and agrees to be bound by each such protective restriction and easement. All of the aforesaid restrictions and easements shall continue and remain in full force and effect at all times as against the owner of any parcel or portion of said property. However, his title thereto may have been acquired, until the commencement of the calendar year 2030, on which date the said restrictions shall terminate and end; and thereafter be of no further legal or equitable effect on said property or any owner thereof; provided, however, that said restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods unless on or before the end of one of such extension periods, or the original base period, the owners of seventy-five percent of the property by number AND by area shall by written instrument duly recorded declare a termination of the same. Said protective restrictions and easements shall run with the land and continue to be in full force and effect, except as provided herein.
22. Modification: Said protective restrictions and easements remain in full force and effect, unless a written agreement executed by the record owners of not less than (Amendment II) *two-thirds (67%) of owners by number and acreage* shall be placed on record in the Pima County Recorder's Office, Tucson, Arizona, in which agreement any of the protective restrictions and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be fully executed and recorded, the original protective restrictions and easements as therein modified shall continue in force, unless and until further changed, modified or extinguished in the manner herein provided.
23. Damages: Damages are hereby declared not to be adequate compensation for any breach of the protective restrictions or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, or by an owner of any parcel in said property.
24. Subordination of Restrictions and Easements: All of the protective restrictions and easements set forth in this Declaration shall be subject to and subordinate to any recorded mortgage or deed of trust

in good faith and for value at any time heretofore or hereafter executed covering any part of said property, and the breach of any such protective restrictions and easements, shall not defeat the lien or encumbrance of any such mortgage or deed of trust; provided, however, that the purchaser at any foreclosure sale under any such mortgage or deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the restrictions and easements set forth in this Declaration.

25. Violations of Restrictions and Easements: A breach or violation of any of the restrictions and easements and after notice delivered by Certified Mail, the Declarant, and/or other owners have the right to pursue civil action against the property upon which such violation exists including actions, if directed by court order, to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant, and other owners shall not be liable for any damages occasioned thereby. The result of every act of omission or commission or the violation of any protective restriction and easement hereof, whether such protective restriction and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any such owner of any parcel, and may be prohibited an enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive. (Amendment II) *Though recourse to legal action remains the method of last resort, resolution of violation problems is encouraged to be handled by mediation and/or binding arbitration. Managing members shall institute procedures to attempt low level dispute settlement prior to resorting to legal action.*

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these protective restrictions and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

26. Right to Enforce: The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable through civil action in the courts by the owner or owners of any portion of said property, and each of their legal representatives, heirs, successors and assigns, and failure by the owner or owners of any portion of said property or their legal representatives, heirs, successors and assigns, to enforce any of such protective restrictions and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

27. Assignment of Powers: Any and/or all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another Limited Liability Company, Corporation, co-partnership or individual and upon such Limited Liability Company, corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant

herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.

In the event Declarant shall convey all of its right, title and interest in and to the real property described in Exhibit "A" hereof and shall assign all of its rights, powers and privileges under this Declaration to another limited Liability Company, corporation, co-partnership or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Pima County Recorder's Office, Tucson, Arizona, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event the Declarant shall be relieved of the performance of any further duties or obligations hereunder, and such other Limited Liability Company, corporation, co-partnership or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party had originally been named as Declarant instead of Declarant.

28. Headings of Sections: The headings as to the contents of particular sections are inserted only as a matter of convenience and for reference and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit or describe the scope or intent of that particular paragraph to which they refer.
29. The Various Parts of This Declaration are Severable: In the event of any clause, term, provision or part of this Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid, unlawful or unenforceable, then disregarding the paragraph, term, provision or part of this Declaration as adjudicated to be invalid, unlawful or unenforceable, the remainder of this Declaration, and each and all of its terms and provision not so adjudicated to be invalid, unlawful or unenforceable shall remain in full force and effect, and each and all of the paragraphs, terms, provisions or parts of this Declaration are hereby declared to be severable and independent of each other.
30. Perpetuities Rule: In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

ARTICLE IV

USE OF AIRSTRIP EASEMENT

1. Use of Easement: The current easement, an airstrip known as Flying Diamond, and more particularly described in Exhibit "B" attached hereto, shall be used in any and all lawful ways which are necessary or convenient to the construction, establishment, maintenance and operation of an airstrip or airport, as well as all other activities normally related or incident to such use. Said easement shall, however, be subject to an easement in favor of each and every other parcel or portion of the entire

property, and additions as described in paragraph 19 above, which easement shall entitle and permit the owners of all other such portions or parcels of said property to use such airport site and facility for normal aviation purposes including but not limited to, take-off and landing purposes, as permitted by Law. Such easement and right of usage shall at all times be subject, however, to such reasonable limitations, conditions and regulations as may be from time to time created and imposed by the Property Owners Association described below, in order to ensure the orderly and reasonable usage of said easement for the benefit of all of the aforesaid owners of each and every parcel of said property as aforesaid.

Proposed Commercial Area: Should appropriate and necessary approvals be obtained, land lying within 500 feet of the airstrip easement centerline, or within 400 feet of the centerline of the north-south easement currently named Lone Saguaro Road, are entitled, if permitted by Law, to certain additional uses, including commercial uses. These uses are limited to aviation-related activities only, and must comply with the following:

- A. All structures and dwellings must comply with the requirements of paragraphs 2 and 3 of Article III. However, in the proposed commercial area, an additional 20% of any parcel may be used for tie-down areas, aircraft shade, hangarettes, or similar structures, if they conform to the comparative quality required in said paragraphs 2 and 3, Article III.
- B. No aircraft may be repaired in the open unless such repairs are completed within one week.

ARTICLE V

Property Owners' Association

1. Purpose: An Arizona Limited Liability Company named Flying Diamond Airpark, L.L.C. (Hereinafter called Airpark L.L.C.) shall be formed within 90 days of the recording of this document for the purpose of maintaining utility easements, roadways, taxiways and the aircraft landing strip; and for enforcing the provisions of these covenants, conditions and restrictions.
2. Authority: Said Airpark L.L.C. acquires the right to operate said airstrip from the Declarant and from the Additions to Property as described in Article III, paragraph 19. Each owner of any parcel of land within the property which is the subject of this Declaration shall be a member of the Airpark L.L.C. and shall abide by its operating agreement.
3. Governance: The Airpark L.L.C. shall be governed by its operating agreement as established at the time of its organization and thereafter amended by a vote of its members. Each member of the Airpark L.L.C. shall have voting rights based upon the number of acres owned by the member rounded to the nearest whole acre. Any member owning four or more acres of land shall have one vote for each four acres owned as follows: Landowners with 4.1-8.1 acres will have 1 vote, and 1 share of the yearly

assessments; owners with 8.2 to 12.2 acres will have 2 votes, and 2 shares of the yearly assessments, and continues at this ration.

4. Power to Make Assessments: The Airpark L.L.C. shall have the power to make assessments upon each and every parcel of the aforesaid real property, and upon the owners thereof, to raise funds to:
 - A. Construct, grade and otherwise maintain roads, drives, drainage ways, trenches, airport runways and taxiways, airfield and airstrip lighting, aircraft traffic control devices and other airport facilities.
 - B. To pay taxes as may be assessed upon the airstrip parcel or any of the assets of the Airpark L.L.C. by any State, County or Municipal taxing authority.
 - C. To provide liability insurance as deemed necessary by the majority.
 - D. Other purposes to be determined by the Property Owners Association.
5. Amount of Assessments:
 - A. At least once each year, the members shall establish by a majority vote, the amount of any assessment to be charged to each member.
 - B. Such assessments may be imposed on monthly, quarterly, semi-annual or annual basis as from time to time established by the members of the Airpark L.L.C., and shall constitute a lien upon each and every parcel of said property upon which each such respective assessment is made, and may be enforced and collected, if necessary, by the Airpark L.L.C. filing suit for the establishment and foreclosure of such assessment lien, or liens, and having such parcel or parcels of said property subject to said liens sold under foreclosure in the same manner as real property mortgages.
 - C. Such assessments may not, however, exceed the sum of \$300 per year, per voting share, unless decided by at least (Amendment II) 67% of the members by number and by acreage. The amount of said yearly assessments up to \$300 per vote/share, shall be established by a majority vote of the members of the Airpark L.L.C. The initial assessment is set at \$100 per vote/share per calendar year, and the 1998 calendar year assessment shall be due within 90 days of the recording of the formation of Flying Diamond Airpark L.L.C., or prior to the end of calendar year 12998, whichever occurs first. At least 50% of the initial assessment shall be used for the purposes described in paragraph 4 of this Article.
6. Re-conveyance: If the original owner of a parcel re-conveys portions thereof, then the assessment on each such original parcel shall be divided into shares, and one share of such original parcel assessment shall be levied upon the subsequent owners of such divided original parcel for each membership in Flying Diamond Airpark L.L.C. owned by such subsequent transferee.
7. Minimum lot sizes: No parcel shall be less than 180,000 square feet in area, except well sites, and upon sale or conveyance of any portion of property subject to the said CC&R's, the buyer will automatically become a member of Flying Diamond Airpark, L.L.C., together with and subject to all the

benefits and liabilities contained herein. Further, no subsequent owner or owners shall be allowed to divide any parcel or parcels owned by them in any manner which is contrary to any lawful ordinance or law enacted by Pima County, the State of Arizona, or any other governmental authority having jurisdiction of such matters.

8. Contract: This Agreement is meant to be a contract and does not create among the parties, their successors in interest, heirs or assigns, a partnership arrangement or agreement, and as such, shall be fully enforceable in the courts of the State of Arizona, and shall be interpreted under the laws of the State of Arizona.
9. Waiver of Liability Clause: Any parties hereby acknowledge that they have inspected the said airstrip, and after careful examination of all the related details, hereby agree to accept the same in "as is" condition. And further agree that no representations or warranties whatsoever are or have been made by Flying Diamond L.L.C., or by Timothy R. Blowers or any of the Parties here within described in this Agreement with respect to the quality, conditions or usability of the Airstrip, Taxiways or Airspace or otherwise with respect to said Airstrip area. Neither Declarant, the Association nor any Property Owner (merely because of his status as such Owner) shall have any responsibility or liability of any kind or nature whatsoever to anyone for loss or damage to any person, structure, property or aircraft due to theft, vandalism, windstorm, tornadoes, negligence of the Owner or user of any aircraft, fire, acts of God or other perils. In addition, Declarant, its successor or assigns, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration by any person or entity other than itself.

DATED this 2nd day of July, 1998

Flying Diamond L.L.C., by Timothy R. Blowers, Managing Member

(Note: This is a retyped copy of the CC&R's, including amendments, as recorded with the Pima County Recorder for the lots located within the Flying Diamond AirPark LLC.)

REVISED IN ACCORDANCE WITH AMENDMENTS I AND II

4/25/06