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**SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
PEGASUS AIRPARK  
(RESIDENTIAL PROPERTY)  
(UNIT TWO - LOTS 50 -104)**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEGASUS AIRPARK (RESIDENTIAL PROPERTY) (UNIT TWO - LOTS 50-104) (this "Supplementary Declaration") is made by CIRCLE G PEGASUS, L.L.C., an Arizona limited liability company, herein referred to as "Declarant".

**RECITALS**

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions For Pegasus Airpark (Residential Property) recorded March 8, 2001, as Document No. 2001-0183803, in the Official Records of Maricopa County, Arizona, (the "Declaration").

B. Article 10 of the Declaration provides that the Declarant shall have the right to bring within the scheme of the Declaration "Additional Properties" by recording a Supplementary Declaration of Covenants, Conditions and Restrictions extending the terms of the Declaration to such Additional Properties.

C. Declarant desires to record this Supplementary Declaration for the purpose of subjecting the Additional Properties (described below) to the scheme of easements, restrictions, covenants and conditions of the Declaration.

### DECLARATION

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

1. Additional Properties. The following described real property is hereby designated as "Additional Properties" under the Declaration, and all the easements, restrictions, covenants and conditions set forth in the Declaration (except as specifically modified herein), are hereby extended to such Additional Properties, and all of such Additional Properties are hereby subjected to and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration (except as specifically modified herein), which shall run with the Additional Properties and be binding on all parties having any right, title or interest in the Additional Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

Lots 50 through 104, inclusive, and Tracts A and B, PEGASUS AIRPARK UNIT TWO, LOTS 50-104, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 643 of Maps, Page 24 thereof.

2. Definitions. All capitalized terms used in this Supplementary Declaration shall have the meanings assigned to those terms in the Declaration, unless otherwise defined herein.

3. Modified Definition. For the purposes of this Supplementary Declaration the term "Plat" shall mean *A Final Plat of Pegasus Airpark Unit Two Lots 50-104*, prepared by Sunrise Engineering, Inc., and recorded in the office of the County Recorder of Maricopa County, Arizona, as the same may be amended or modified from time to time.

4. Incorporation. All references to "Pegasus Airpark", to the "Subdivision", or to the "Property" in the Declaration shall be deemed to include the Additional Properties, except to the extent necessary to avoid conflicts with the terms of this Supplementary Declaration.

5. Residential Use. Section 3.1 of the Declaration is hereby modified, in regard to its application to the Additional Properties only, to read as follows:

Lots 50 through 104, inclusive, of Pegasus Airpark shall be single-family residential Lots, and there may be erected on any one (1) Lot not more than one (1) single-family residence plus such accessory and auxiliary guest house (not be used for rental or separate family), hangar (on Lots 93 through 104, inclusive), garages, barns and tack rooms (on Lots 50 through 92, inclusive) as are incidental to single-family residential use. No other buildings shall be erected on any of said Lots, nor shall any of said Lots or any part thereof be used for any business purposes whatsoever, except as allowed in Section 3.23 of the Declaration.

6. Horse Privileges and Animal Provisions. Lots 50 through 92, inclusive, of the Additional Properties shall have the same horse privileges as Lots 1 through 13, inclusive, as more fully set out in Section 3.8 of the Declaration.

7. Construction Permitted. Section 3.9 of the Declaration is hereby modified, in regard to its application to the Additional Properties only, to read as follows:

All structures erected within Pegasus Airpark, Unit Two, must be of new construction, and no buildings or structures may be moved from any other location, other than a point of distribution or manufacture, onto any of said Lots or tracts. Any garage, hangar, barn, stable or similar structure erected on any Lot shall be of the same design and constructed of the same exterior materials and color as the permanent residence on said Lot. All roofs, including without limitation, the roofs of horse stalls, barns, and accessory buildings (except hangers) shall have a Dutch gable, gable or hip with nothing less than a 5/12 pitched roof (unless approved by the Committee) and must be of either tile (clay or concrete) or shake (wood or concrete) construction and no roofs of asphalt shingle construction will be permitted; provided, however, that flat roofs and metal roofs of such construction as are approved by the Architectural Control Committee, shall be permitted if the roof is

concealed from view by a parapet. Construction within easements, except by public agencies and utility companies, shall be limited to utilities and either wood, wire or removable-section-type fencing, unless approved otherwise by the Town of Queen Creek.

8. Driveways. No front driveways shall be constructed of ABC, gravel, granite or asphalt.

9. Landscaping. In addition to the requirements of Section 3.10 of the Declaration, as modified by Section 8 above and as applicable to the Additional Properties, the Owners of Lots numbered 63, 72, 73, 77, 78, 87, 88, 92 and 104 shall be responsible for all costs for the installation and maintenance of the landscaping, including theme walls, (i) in the area located between their respective side street wall and the ribbon curb on that street and which extends to the back property lines of such Lots, and (ii) in the area extending from the Return Walls (as defined below) to the curbs of the streets fronting these Lots, respectively. For purposes hereof, this landscaping must be consistent and compatible with front yard landscaping as detailed by such Owners' approved landscape plan. Notwithstanding any language to the contrary contained in Note 13 on the Plat, the language found in Note 20 on the Plat shall control and the maintenance of the landscaping within the public right of way shall be the responsibility of the Lot Owner if it is contiguous to a Lot where there is no Tract.

10. Minimum Livable Area. The second sentence of Section 3.13 of the Declaration is hereby modified, in regard to its application to the Additional Properties only, to read as follows:

The upper story of any two (2) story residence constructed within Pegasus Airpark shall not exceed forty percent (40%) of the livable area of the first floor of the residence.

11. Fence Material and Shared Costs. Section 3.19 of the Declaration is hereby modified, in regard to its application to the Additional Properties only, to read as follows:

All Owners shall construct and maintain six (6) foot high block walls (the "Return Walls") which extend between the residence

constructed on the Lot and the front most portion of the Side Wall (as defined herein), as viewed from the street in front of the home, and which shall be of the same color and finish (for example, stucco) as the residence constructed upon the Lot. The Owners of Lots 50 through 92, inclusive, shall install the Lot's fencing as designed by pd/SAUREY, Associates and approved by the Town of Queen Creek. If permitted by applicable city ordinances, the Owners of Lots 93 through 104, inclusive, shall construct and maintain solid six (6) foot high walls on a Lot's sides (the "Side Walls") and rear (the "Rear Walls") common property lines. The Owners sharing common Lot boundaries shall each share equally the construction and maintenance costs of the Side Walls and the Rear Walls. Either party advancing funds for the construction and/or maintenance of the Side Walls and/or Rear Walls shall be reimbursed by the other party within thirty (30) days of demand thereof when there is a delivery of a copy of the receipt to the other party showing such expenditures. If any Owner refuses or fails to pay his one-half (1/2) share of the required costs of construction and/or maintenance after final inspection, then such obligation shall be deemed to create a lien on his Lot for the amount owed and shall be enforced by the Association or other Owners in a similar manner to any other lien created and governed by Article 9 of the Declaration. Amounts owed will accrue interest at the current Bank One, Phoenix, Arizona, prime lending rate until the obligated Owner pays the obligation in full. Additionally, if permitted by city ordinance, the Owners of Lots 63, 72, 73, 77, 78, 87 and 88 (the "Corner Lots") and the Owners of Lots 92 and 104, shall install six (6) foot high secondary block walls on the side property lines which are adjacent to their side streets, respectively. Such walls (including the pillars thereof) shall be constructed in accordance with and pursuant to the design prepared therefore by pd/SAUREY Associates and approved by the Town of Queen Creek. Such walls shall extend from the rear property line of the Lot to a point that is forty (40) feet from the street fronting such Lot.

12. Irrigated Lots. Lots 50 through 92, inclusive, are "irrigated Lots" and shall be subject to the requirement set forth in Section 3.25 of the Declaration; each Owner of an irrigated Lot shall "laser" or otherwise properly level and grade his Lot so as to provide for proper irrigation and so as to assure that all irrigation water will be retained on the Lot after the construction of the primary residence and any accessory structures and buildings.

13. Natural Gas. No natural gas will be available to the Additional Properties (i.e., Pegasus Airpark Unit Two) and, therefore, neither the terms of Section 3.35 of the Declaration nor the requirement to make any payments to Southwest Gas (in accordance with the terms of Section 9.1 C. of the Declaration) shall apply to or be enforceable against any Lot within the Additional Properties.

14. Fire Sprinklers. Fire sprinkler systems shall be required for construction located on Lots 78 through 104.

15. Membership Class for Supplementary Additional Property Owners. The Owners of Lots 50 through 104, inclusive, which are added to the Pegasus Airpark subdivision by this Supplementary Declaration, are hereby designated as Class A Members in accordance with Section 6.2 of the Declaration; provided however, that this designation shall not apply to the Declarant, which shall retain its Class C Membership in regard to all Lots owned by Declarant.

16. Full Force and Effect. Except as set forth in this Supplementary Declaration, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned CIRCLE G PEGASUS, L.L.C., an Arizona limited liability company, has caused its corporate name to be signed by the signature of a duly authorized officer on this 15<sup>th</sup> day of July, 2003.

CIRCLE G PEGASUS, L.L.C.,  
an Arizona limited liability company

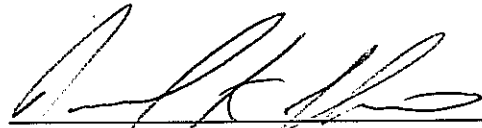
By A. Wayne Hills  
A. Wayne Hills, Member

STATE OF ARIZONA        )  
                                  )ss:  
County of Maricopa        )

This instrument was acknowledged before me this 15<sup>th</sup> day of July, 2003, by A. Wayne Hills, as Member of Circle G Pegasus, L.L.C., an Arizona limited liability company.

My Commission Expires:

10-16-04

  
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Notary Public

